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This Instrument Prepared By
and Returned To:

09016831

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1999-10-28 15:20:16
Cook County Recorder 67.00

Charles R. Hug
Ice Miller Donadio & Ryan
135 South LaSalle Street
Chicago, Illinois 60603



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Permanent Index Nos: 29-32-200-062
29-32-200-063
29-32-200-064
29-32-200-065
29-32-200-066
29-32-200-067
29-32-200-078

Address: 1000 Maple Avenue
Homewood, Illinois

AGREEMENT OF SUBORDINATION AND ATTORNMENT

THIS AGREEMENT OF SUBORDINATION AND ATTORNMENT is made as of September 1, 1999, by and among BOMAR, L.L.C. an Illinois limited liability company, having an address at 530 West 172nd Street, South Holland, Illinois 60473 (the "Owner"), EXHIBIT SOURCE, INC., an Illinois corporation, having its principal place of business at 530 West 172nd Street, South Holland, Illinois 60473 Attn: President ("Tenant"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, having its principal place of business at 4343 Lincoln Highway, Matteson, Illinois 60443, Attn: Commercial Loan Dept.-Jeanne Reynolds ("Bank").

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D

RECITALS:

A. The Owner has requested that the Illinois Development Finance Authority (the "Issuer") issue its Industrial Project Revenue Bond (Exhibit Source, Inc. Project), Series 1999A (the "Bond") in the principal amount of \$2,400,000 pursuant to a resolution passed by the Members of the Issuer on September 16, 1999, as amended by a resolution passed by the Members of the Issuer on October 21, 1999 (collectively, the "Bond Resolution"), and that the Issuer loan the proceeds from the sale of the Bond to the Owner pursuant to a Loan Agreement dated as of September 1, 1999 (the "Loan Agreement"), by and between the Issuer and the Owner, as evidenced by the promissory note of the Owner (the "Note"), in order to finance a portion of the costs of construction of the Project (as such term is defined in the Loan Agreement) and which will be leased to the Tenant for use in the Tenant's business.

B. The Owner has entered into a Mortgage and Security Agreement dated as of September 1, 1999 (the "Mortgage") (Recorded as Document No. 09016826) from the Owner to the Issuer and an Assignment of Rents and Leases dated as of September 1, 1999 (the

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"Assignment of Leases") (Recorded as Document No. 09016827) from the Owner to the Issuer, as security for the Bond and the Note.

C. The Loan Agreement, the Mortgage, the Assignment of Leases and the Note have been assigned to the Bank pursuant to the Assignment and Agreement dated as of September 1, 1999 (the "Assignment") between the Issuer and the Bank

D. The Bank has made a loan to the Owner as evidenced by the Installment Note (Secured) dated October 28, 1999 made by the Owner to the Bank in the principal amount of \$362,500 (the "Installment Note").

E. The Owner has entered into a Second Mortgage and Security Agreement dated as of September 1, 1999 from the Owner to the Bank (the "Second Mortgage") (Recorded as Document No. 09016829) and a Second Assignment of Rents and Leases dated as of September 1, 1999 (the "Second Assignment of Leases") (Recorded as Document No. 09016830) from the Owner to the Bank as security for the Installment Note.

F. The Owner, as lessor, and the Tenant, as lessee, have entered into that certain Industrial Building Lease dated October 28, 1999 (the lease, as the same may be amended, supplemented or modified from time to time with Bank's prior written consent, hereinafter referred to as the "Lease"), pursuant to which the Owner did lease, let, and demise the land and improvements commonly known as 1000 Maple Avenue, Homewood, Illinois, legally described on Exhibit A, attached hereto and made a part hereof (the "Property"), to the Tenant for use in the Tenant's business for the period of time and upon the terms, covenants and conditions set forth in the Lease.

G. To secure the payment of all amounts now or hereafter becoming due and owing by the Owner under the Loan Agreement, the Note and the Installment Note and any and all modifications, extensions and renewals thereof, including, without limitation, the obligations to pay the principal and interest on all loans made pursuant to the Loan Agreement, the Note and the Installment Note, the Owner has granted to the Bank the Second Mortgage, the Second Assignment of Leases and, as assignee of the Issuer, the Mortgage and the Assignment of Leases which create liens upon the Property and grant to the Bank a security interest in the Lease.

H. The Owner and the Tenant jointly and severally acknowledge and agree to the aforesaid Assignment of Leases and the Second Assignment of Leases, and more particularly, the covenants and agreements of the Owner set forth therein.

NOW, THEREFORE, in consideration of the covenants, terms, conditions and agreements herein contained, and in consideration of other good and valuable consideration, each to the other, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree, covenant, and warrant as follows:

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1. Status of Lease. The Tenant hereby represents and warrants to the Bank, as follows: (i) a true, accurate and complete copy of the Lease, including all modifications, amendments and supplements thereto is attached hereto as Exhibit B, (ii) neither the Tenant nor, to the Tenant's knowledge, the Owner, is in default under the Lease, (iii) the Tenant has no knowledge of any event which with the passage of time or the giving of notice would be a default under the Lease, (iv) to the Tenant's knowledge, the Owner has fully complied with all duties and obligations required to be performed by the Owner under the terms of the Lease prior to the date hereof and the Tenant has no right, as of the date hereof, to terminate the Lease and its duties and obligations thereunder by reason of a failure of a condition precedent which was contemplated to have been satisfied prior to the date hereof or the Owner's default, (v) the Tenant, as of the date hereof, has no reason to believe that the Owner will be unable to comply with all duties and obligations of the Owner under the terms of the Lease or that there will be a failure of any conditions precedent to the Tenant's obligations under the Lease giving the Tenant the right to terminate the Lease, and (vi) there are no subleases, licenses or other rights of any third party to use or occupy the Property.

2. Subordination to Mortgage. The Bank, the Owner and the Tenant do hereby covenant and agree that the Lease and all rights, options, liens or charges created thereby are and shall continue to be subject and subordinate in all respects to the Mortgage and the Second Mortgage and the lien created thereby, to any advancements made thereunder, to any consolidations, extensions, modifications or renewals thereof, and to any other mortgage on the Property which may hereafter be held by the Bank or a Transferee (as hereinafter defined), provided that a substantially similar agreement of subordination and attornment as contained herein is entered into by the Tenant and the Bank or Transferee in respect to any such Mortgage or Second Mortgage.

3. Bank's Rights. The Tenant agrees that from and after the date hereof in the event of any act or omission by the Owner under the Lease which would give the Tenant the right, either immediately or after the lapse of a period of time, to terminate the Lease, or to claim a partial or total eviction, the Tenant will not exercise any such right (a) until it has given written notice of such act or omission to the Bank, and (b) until and unless the Bank fails to remedy such act or omission within sixty (60) days after receipt of the Tenant's notice of any act or omission involving the payment of money, or in the case of any other act or omission which cannot reasonably be remedied within said sixty (60) day period, then the Bank shall have an additional sixty (60) days to remedy such act or omission, provided that, (i) the Bank commences such remedy and notifies the Tenant within said initial sixty (60) day period of the Bank's desire to remedy, and (ii) the Bank pursues completion of such remedy with due diligence following such giving of notice and following the time when the Bank shall have become entitled under the Mortgage or the Second Mortgage to remedy the same. It is specifically agreed that the Tenant shall not, as to the Bank, be entitled to require cure of any such default which is personal to the Owner, and therefore not susceptible of cure by the Bank, and that no such uncured default shall entitle the Tenant to exercise any rights under the Lease with respect to the Bank, including, without limitation any rights of set-off, off-set, rent abatement or termination, but that the Lease shall remain in full force and effect as between the Bank and the Tenant except with respect to the provisions which are personal as to the Owner.

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4. Attornment. That in the event the interests of the Owner under the Lease shall be transferred to the Bank by reason of foreclosure, deed in lieu of foreclosure, or otherwise, the Tenant hereby covenants and agrees to make, for the benefit and reliance of the Bank, full and complete attornment to the Bank or any Transferee as substitute lessor under the same terms, covenants and conditions as provided in the Lease, so as to establish direct privity of estate and contract between the Bank or any Transferee and the Tenant with the same force and effect and relative priority in time land right as though the Lease, together with all guarantees of the Tenant's obligations under the Lease, were originally made directly by the Tenant in favor of the Bank, except as limited by the provisions of Sections 6 and 7 of this Agreement. The Tenant will thereafter make all payments directly to the Bank or any Transferee and will waive as against the Bank or any Transferee any non-curable defaults of the Owner which occurred prior to the Bank or any Transferee gaining right of possession to the Property and becoming substitute lessor. The Tenant waives all joinder and/or service of any and all foreclosure actions by the Bank or any Transferee under the Mortgage and the Second Mortgage upon the Property, and of any actions at law by the Bank or any Transferee to gain possession of the Property except to the extent its rights under the Lease are affected. It shall not be necessary, except as required by law, for the Bank to name the Tenant as a party to enforce its rights under the Mortgage or the Second Mortgage, or any other instrument collateralizing the agreements between the Bank and the Owner, or to prosecute any action at law to gain possession of the Property and unless required by law; the Bank agrees not to name the Tenant in any such proceeding. If the interests of the Owner under the Lease shall be transferred by reason of foreclosure of the Mortgage or the Second Mortgage, deed in lieu of foreclosure, or otherwise, to any party other than the Bank (hereinafter referred to as a "Transferee"), then the Tenant hereby covenants and agrees to make full and complete attornment to such Transferee as substitute lessor, upon the same terms and conditions as provided for herein in the case of attornment to the Bank.

5. Successors and Assigns. The provisions of this Agreement shall be covenants running with the Property, and shall be binding upon and inure to the benefit of the respective parties hereto and their respective heirs, executors, administrators, beneficiaries, successors and assigns, including without limitation any person who shall obtain, directly or by assignment or conveyance, (a) any interest in the Mortgage; (b) any interest in the Second Mortgage; (c) any certificate of purchase following foreclosure of the Mortgage; (d) any certificate of redemption following such foreclosure; or (e) any interest in the Property, whether through foreclosure or otherwise. The interest of the Tenant under this Agreement may not be assigned or transferred, except in connection with an assignment of the Lease, as expressly permitted by the Lease, without the Bank's prior written consent. In the event the Bank does consent to the assignment of the Lease, the provisions of this Agreement shall be binding upon and inure to the benefit of such assignee.

6. Limitation of the Bank's Liability.

(a) Notwithstanding anything contained herein to the contrary, or anything to the contrary in the Lease, the Owner and the Tenant hereby covenant and agree that neither the Bank, a Transferee nor their respective assigns shall be:

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- (i) Liable for any act or omission of the Owner;
- (ii) Subject to any offsets, claims or defenses which the Tenant might have as to the Owner arising prior to the date the Bank, Transferee or their respective assigns took possession of the Property;
- (iii) Required or obligated to credit the Tenant with any rent or additional rent for any rental period beyond the then current rental period or installment of rent or additional rent which the Tenant might have paid the Owner;
- (iv) Bound by any amendments or modifications of the Lease made subsequent to this Agreement without the Bank's prior written consent;
- (v) Bound to or liable for refund of all or any part of any security deposit deposited by the Tenant with the Owner for any purpose unless and until all of any such security deposit shall have been delivered by the Owner to and actually received by the Bank. In the event of receipt of any such security deposit, the Bank's obligations with respect thereto shall be limited to the amount of such security deposit actually received by the Bank, and the Bank shall be entitled to all rights, privileges and benefits of the Owner set forth in the Lease with respect thereto.
- (b) The Owner and the Tenant hereby jointly and severally agree for the benefit and reliance of the Bank, that neither this Agreement, the Assignment of Leases, the Second Assignment of Leases, nor anything to the contrary in the Lease, prior to the Bank's acquisition of the Owner's interest in and possession of the Property, operate to, give rise to or create any responsibility or liability for the control, care, management or repair of the Property upon the Bank, or impose responsibility for the carrying out by the Bank of any of the covenants, terms and conditions of the Lease, nor shall said instruments operate to make the Bank responsible or liable for any waste committed on the Property by any party whatsoever, or for dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of said Property resulting in loss, injury or death to any lessee, licensee, invitee, guest, employee, agent or stranger. Notwithstanding anything to the contrary in the Lease, the Bank, its successors and assigns or a purchaser under the terms of the Mortgage or the Second Mortgage, shall, subject to the terms of this Agreement, be responsible for performance of only those covenants and obligations of the Lease accruing after the Bank's acquisition of the Owner's interest in and possession of the Property.
- (c) The Owner and the Tenant hereby jointly and severally agree for the benefit and reliance of the Bank, that in the event the Bank gains title to the Property and becomes substitute lessor, it is agreed that the Bank may assign its interest as substitute lessor without notice to, the consent of, or assumption of any liability by any other party hereto.

7. Limitations of the Tenant's Rights. The Tenant hereby acknowledges that the Owner has executed and delivered or will execute and deliver the Assignment of Leases and the Second

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Assignment of Leases to the Bank to secure the loan made by the Bank to the Owner, and the Tenant covenants and agrees as follows for the benefit and reliance of the Bank:

- (a) That it will not, without the express written consent of the Bank:
 - (i) Cancel, terminate or surrender the Lease, except as provided therein, and then only after the Bank has failed to or unsuccessfully attempted to pursue its rights and remedies as provided herein;
 - (ii) Amend or modify the Lease;
 - (iii) Enter into any agreement with the Owner, its successors or assigns, which grants any concession with respect to the Lease or which reduces the rent called for thereunder;
 - (iv) Create any offset or claims against rents or prepay rent for more than the current installment;
 - (v) Consent to the release of any party having liability under the Lease.

8. Payments to the Bank. The Owner hereby directs the Tenant and the Tenant hereby agrees to pay all rental payments under the Lease to the Bank pursuant to and upon written demand by the Bank (a "Demand"), if such Demand states that a default has occurred under the Loan Agreement or the Installment Note. The Owner hereby agrees that, notwithstanding anything to the contrary contained in the Lease, any payments so made by the Tenant after receipt of such Demand to the Bank shall be deemed to have been made in accordance with and in satisfaction of the Tenant's obligation to pay rent under the Lease and the Tenant shall have no duty to: (i) give the Owner notice of receipt of such Demand, either prior to or after payment to the Bank in accordance with the terms hereof, or (ii) make inquiry into the Bank's right under the terms of the Loan Agreement or the Installment Note to make Demand. The Owner hereby directs the Tenant that the Tenant may rely upon any Demand received from the Bank without inquiry. The Bank will hold the Tenant harmless for the amount of rent actually received by the Bank following delay of such Demand.

9. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing and shall be given (i) by first class or certified mail, postage prepaid; (ii) by facsimile transmission and confirmed by the sender's telephone call to the recipient and by mailing or delivering a copy as provided in clause (i), clause (iii) or clause (iv) hereof; (iii) by hand delivery; or (iv) by courier service (including overnight courier service) notices shall be directed as follows:

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If to the Bank:

American National Bank and Trust Company of Chicago
4343 Lincoln Highway
Chicago, Illinois 60443
Attention: Commercial Loan Department
Jeanne C. Reynolds
Tel.: (708) 503-2100
Fax: (708) 503-2104

If to the Tenant:

Exhibit Source, Inc.
530 West 172nd Street
South Holland, Illinois 60473
Attention: President
Telephone (708) 333-0700
Fax (708) 333-0780

If to the Owner:

BoMar, L.L.C.
530 West 172nd Street
South Holland, Illinois 60473
Attention: Robert C. Hopkins
Telephone (708) 333-0700
Fax (708) 333-0780

10. Representations, Covenants and Warranties of the Tenant. The Tenant represents, covenants and warrants as follows:

(a) The Tenant is duly organized and existing as a corporation in good standing under the laws of the State of Illinois and is qualified to do business and is in good standing in all other states where the nature and extent of the business transacted by it or the ownership of its assets makes such qualification necessary.

(b) The execution, delivery and performance by the Tenant of this Agreement and the Lease are (i) within the Tenant's corporate powers, (ii) have been duly authorized by all necessary corporate action, and (iii) do not contravene (1) the Articles of Incorporation or By-Laws of the Tenant or (2) any law or contractual restriction binding on or affecting the Tenant.

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(c) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Tenant of this Agreement and the Lease.

(d) This Agreement and the Lease are the legal, valid and binding obligations of the Tenant and are enforceable against the Tenant in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors, rights or equitable principles generally.

(e) There is no pending action or proceeding before any court, governmental agency or arbitrator against or directly involving the Tenant and, to the best of the Tenant's knowledge, there is no threatened action or proceeding affecting the Tenant or any of its assets before any court, governmental agency or arbitrator (i) which, in any case, may materially and adversely affect the financial condition or operations of the Tenant, (ii) which seeks to restrain or would otherwise have a material adverse effect on the Lease, or (iii) which would affect the validity or enforceability of this Agreement or the Lease.

(f) The Tenant is not in default in the payment or performance of any of its obligations or in the performance of any mortgage, indenture, lease, contract or other agreement, instrument or undertaking to which it is a party or by which it or any of its assets may be bound, which default would have a material and adverse effect on the business, operations, assets or condition, financial or otherwise, of the Tenant, either individually or taken as a whole. The Tenant is not in default under any order, award or decree of any court, arbitrator, or governmental authority binding upon or affecting it or by which any of its assets may be bound or affected which default would have a material adverse effect on the business, operations, assets or condition, financial or otherwise, of the Tenant, either individually or taken as a whole, and no such order, award or decree adversely affects the ability of the Tenant to carry on its business as currently conducted or the ability of the Tenant to perform its obligations under this Agreement and the Lease.

11. Inspection of Premises. The Bank or its agents, representatives or workmen, are authorized by the Tenant and the Owner to enter with reasonable prior notice to the Tenant at any reasonable time, during normal business hours, upon or in any part of the Property for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of the Mortgage, the Assignment of Leases, the Second Mortgage, the Second Assignment of Leases, the Installment Note or the Loan Agreement. The Bank shall indemnify and hold Owner and the Tenant harmless from any loss, cost or expense arising from damage or injury to the Property, or the Tenant's officers, employees and invitees arising out of the Bank's willful misconduct or gross negligence in performing such inspections.

12. Payment of Rent. Notwithstanding anything to the contrary contained in the Lease, the Lease has commenced and the Tenant shall be obligated to pay rent thereunder.

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13. Miscellaneous.

(a) Nothing contained in this Agreement or the Lease shall affect the prior rights of the Bank with respect to the proceeds of any award in condemnation or of any insurance policies affecting the Property which shall be governed by the terms of the Loan Agreement, the Mortgage, the Installment Note and the Second Mortgage.

(b) Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage or the Second Mortgage or any modifications, amendments, extensions or renewals thereof. Furthermore, this Agreement shall not impair or adversely affect the rights of the Bank or the Tenant under the Lease.

(c) No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

(d) The Tenant agrees that this Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement.

(e) To the extent that the Tenant has or hereafter acquires any right or option to acquire the Property or any in trust therein, whether pursuant to the Lease or otherwise, said right or option is hereby acknowledged to be subject to and subordinate to the Mortgage and the Second Mortgage and is waived and released as against the Bank in the event of default under the Mortgage or the Second Mortgage.

(f) The Bank shall have no obligation nor incur any liability, with respect to any warranties of any nature whatsoever, whether pursuant to the Lease or otherwise.

(g) Anything herein or in the Lease to the contrary notwithstanding, in the event that the Bank shall acquire title to the Property, the Bank shall have no obligation, nor incur any liability, beyond the Bank's then interest, if any, in the Property and the Tenant shall look exclusively to such interest of the Bank, if any, in the Property for the payment and discharge of any obligations imposed upon the Bank hereunder or under the Lease. The Tenant agrees that with respect to any money judgment which may be obtained or secured by the Tenant against the Bank, the Tenant shall look solely to the estate or interest owned by the Bank in the Property or any portion thereof or interest therein and the Tenant will not collect or attempt to collect any such judgment out of any other assets of the Bank.

(h) The foregoing provisions shall be self-operative. The Tenant, however, agrees to execute and deliver to the Bank, or any person to whom the Tenant herein agrees to attorn, such other instrument as either shall request in order to effectuate such provisions.

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(i) This Agreement contains the entire agreement between the parties hereto. This instrument may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one instrument, but in making proof, it shall only be necessary to produce one such counterpart signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to physically form one document, which may be recorded.

(j) Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The words "Bank", "Owner" and "Tenant" shall include their heirs, executors, administrators, beneficiaries, successors and assigns.

(k) This Agreement shall be construed, interpreted and governed by the laws of the State of Illinois without regard to principles of conflicts of law.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered in their respective names and in their behalf; and if a corporation, by its officers duly authorized.

BOMAR, L.L.C.

By: [Signature]
Its: Member

By: Maaf. J. Hepkin
Its: Member

EXHIBIT SOURCE, INC.

By: [Signature]
Title: President

Attest:

By: Maaf. J. Hepkin
Its: Secretary

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO

By: James C. Reynolds
Title: First Vice President

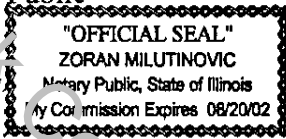
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Zoran Milutinovic, a Notary Public in and for the said State, DO HEREBY CERTIFY that Robert C. Hopkins and Marilyn J. Hopkins, as President and Secretary, respectively, of Exhibit Source, Inc., an Illinois corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary of said corporation, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes set forth therein.

Given under my hand and notarial seal this 28th day of October, 1999.

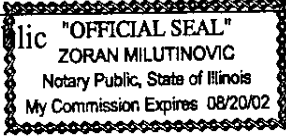
Zoran Milutinovic
Notary Public
(SEAL) 

09016831

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Zoran Milutinovic, a Notary Public in and for the said State, DO HEREBY CERTIFY that Robert C. Hopkins and Marilyn J. Hopkins, each as Members of Bomar, LLC, an Illinois limited liability company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such members of said company, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said company for the uses and purposes set forth therein.

Given under my hand and notarial seal this 28th day of October, 1999.

Zoran Milutinovic
Notary Public
(SEAL) 

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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, Zoran Milutinovic, a Notary Public in and for the said State, DO HEREBY CERTIFY that Jeanne Reynolds, as First Vice President of American National Bank and Trust Company of Chicago, an national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act of said association for the uses and purposes set forth therein.

Given under my hand and notarial seal this 28th day of October, 1999.

Zoran Milutinovic

Notary Public
"OFFICIAL SEAL"
ZORAN MILUTINOVIC
(SEAL) Notary Public, State of Illinois
My Commission Expires 08/20/02

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EXHIBIT A

LEGAL DESCRIPTION

Lot 1 in Resubdivision of Prairie Lakes Business Center Lots 1 through 10 and Outlot "B" in Block 1, Recorded as Document No. 99610317, Being a Part of the Northeast 1/4 of Section 32, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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EXHIBIT B

[See Attached Lease]

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GEORGE E. COLE ©
LEGAL FORMS

No. 9-REC
April 1996

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

TERM OF LEASE		Above Space for Recorder's use only
BEGINNING	ENDING	
10/28/99	10/28/15	
MONTHLY RENT	DATE OF LEASE	LOCATION OF PREMISES
\$14,665.00 from 10/28/99 to 4/28/2000	10/28/99	1000 W. Maple Avenue Homewood, Illinois
\$30,012.00 thereafter		PURPOSE
To operate a business which designs and manufactures displays, exhibits and related items utilized in trade and commercial exhibitions and for other purposes related to the primary purpose.		

LESSEE		LESSOR	
NAME	• EXHIBIT SOURCE, INC.	NAME	• RoMAR, L.L.C.
ADDRESS	• 530 W. 172nd Street	ADDRESS	• 530 W. 172nd Street
CITY	• South Holland, Illinois 60473	CITY	• South Holland, Illinois 60473

09016831

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

LEASE COVENANTS AND AGREEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

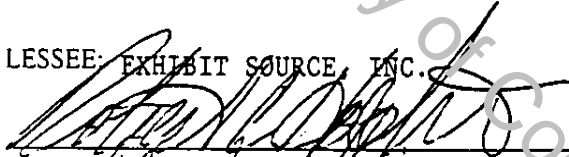
(e) The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein,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

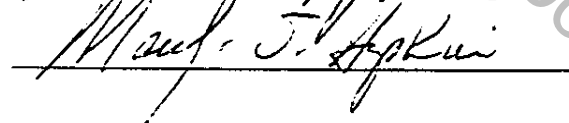
22. **SEVERABILITY.** If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any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

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

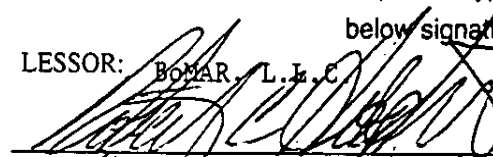
LESSEE: EXHIBIT SOURCE, INC.

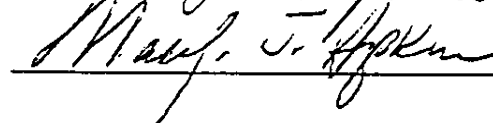
LESSOR: BONAR, L.L.C.



(SEAL)


(SEAL)



(SEAL)


(SEAL)

ASSIGNMENT BY LESSOR

On this _____, 19_____, for value received, Lessor hereby transfers, assigns and sets over to _____, all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to _____, 19_____.

(SEAL) _____
(SEAL)

(SEAL) _____
(SEAL)

GUARANTEE

On this _____, 19_____, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

(SEAL) _____
(SEAL)

(SEAL) _____
(SEAL)

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State of Illinois, County of _____ ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

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personally known to me to be the same person __ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that __ he __ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and official seal this _____ day of _____, 19 _____.

Commission expires _____, 19 _____

Notary Public

This document was prepared by _____
(Name and Address)

Mail to: _____
(Name and Address)

(City)

(State)

(Zip Code)

Or Recorder's Office Box No. _____

Legal Description:

Permanent Real Estate Index Number(s) _____

Addreses) of Real Estate: _____

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RIDER

THIS RIDER IS ATTACHED TO AND MADE A PART OF THAT CERTAIN INDUSTRIAL BUILDING LEASE DATED October 28, 1999, BY AND BETWEEN BOMAR, L.L.C. AS LESSOR AND EXHIBIT SOURCE, INC. AS LESSEE RELATING TO PREMISES AT 1000 W. MAPLE, HOMEWOOD, ILLINOIS.

23. **RENT:** Lessee shall pay to Lessor as rent for the premises the sum of \$14,665.00 from October 28, 1999 to April 28, 2000. Lessee shall pay to Lessor as rent for the premises the sum of \$30,012.00 per month, payable in consecutive monthly installments commencing on the 28th day of April, 2000, and continuing thereafter on the 28th day of each subsequent month during the term of this lease.

24. **HEAT AND UTILITIES:** Lessee shall provide the heat and air conditioning for said premises, all at Lessee's expense. Lessee shall also provide its own hot water at its expense. In addition, Lessee shall pay for all other utilities, such as gas, electricity, water and sewer charges, and telephone used by Lessee in the operation of his business and in the premises.

25. **INSURANCE:** Lessee shall, at Lessee's expense, keep the leased premises insured throughout the term of this lease or any extension hereof, against the following:

- (a) Loss or damage caused to any plate glass windows, doors, or transoms on premises occupied by Lessee;
- (b) Claims for personal injury or property damage under a policy of general public liability insurance, including the parking lot area of the leased property, with such limits as may be reasonably requested by Lessor from time to time, but not less than \$1,000,000.00/\$1,000,000.00 in respect of bodily injury, and \$1,000,000.00 for property damage.
- (c) Fire and hazard insurance on the leased premises, contents, improvements and betterments, in amounts not less than the full replacement value thereof, and for business interruption, including rent insurance for at least six (6) months of rent hereunder.

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All insurance provided for in the lease shall be effected under enforceable policies by insurers of recognized responsibility, licensed to do business in this state. All policies, or certificates of insurance in relation thereto, shall be delivered to Lessor upon receipt thereof, together with evidence of advanced payment of the annual premium due on each of said policies; and, where appropriate, said policies shall name as co-insured, Lessee, Lessor, and such other persons as Lessor shall designate. In the event Lessee shall fail to place and/or maintain such insurance coverage in full force and effect, or shall fail to furnish Lessor with evidence of the existence of such insurance coverage, then, and in that event, Lessor may, but shall not be obligated to, place or obtain such insurance coverage, and upon demand, Lessee shall pay the cost thereof, as so much additional rent, to become due and payable with the next installment of rent thereafter due under the terms of this lease.

26. **PAYMENT OF REAL ESTATE TAXES:** Lessee shall also pay each month, in addition to its rental payments, an amount equal to one-twelfth of the annual real estate taxes on the property. This figure will be adjusted annually when the annual real estate tax bills for the property are issued.

27. **LATE PAYMENT CHARGES:** If Lessee fails to make a rental payment or real estate tax payment in full on the 5th of each month, a late payment charge of \$100.00 will be assessed.

28. **SUBORDINATION:** Lessee agrees that this lease shall be subordinated to any mortgage which may exist or which Lessor may place upon the leased premises, and Lessee further agrees to execute and hereby constitute Lessor their attorney-in-fact to execute any and all documents necessary in order to accomplish such subordination upon request of any such lender, provided that such subordination shall not modify the terms of this lease, and Lessee shall not incur any additional cost or expenses thereby; but as long as Lessee shall not be in default under any of the terms, covenants, and provisions of this lease, Lessee shall have quiet enjoyment of the demised premises.

29. **WAIVER OF SUBROGATION:** Lessor and Lessee each hereby release the other, and their officers, directors, agents, and employees from any and all liability or responsibility to each other or to any third party, to the extent that such liability is covered by existing insurance, by way of subrogation or otherwise, for any loss or damage, regardless of fault, provided such release or waiver shall in no way violate any of the provisions of existing insurance policies, or cause a cancellation thereof, or otherwise diminish or adversely affect the coverage afforded by same.

30. **RIDER:** In the event of any inconsistency between the provisions of this rider and the printed lease to which this rider is attached, the provisions of this rider shall control. To the extent that any of the provisions contained in this rider are supplemental to and not

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inconsistent with any of the provisions contained in this printed lease to which this rider is attached, the provisions of both the printed lease and this rider shall apply and to read together.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LESSEE: EXHIBIT SOURCE, INC.

By: [Signature] (SEAL)
Its President

Attest [Signature]
Its Secretary

LESSOR: BOMAR, L.L.C.

By: [Signature] (SEAL)
Its President

Attest [Signature]
Its Secretary

Office of Cook County Clerk's Office

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