



Doc#: 1133657016 Fee: \$198.0
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/02/2011 01:48 PM Pg: 1 of 37

11/21/11

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE ("Assignment") is made and entered into this 22nd day of November, 2011 by and between KONSTANTINOS KOKKINIS ("Assignor") and IKOPEDO DIXMOOR, LLC, an Illinois limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor is Landlord under the terms of that certain Lease dated August 25, 2006, between Landlord and DIXMOOR, INC., as Tenant therein, for the real property commonly known as 14635 S. Western Ave., Dixmoor, Illinois 60426 (the "Lease"), a copy of which is attached hereto as Exhibit A ;

WHEREAS, Assignor possesses all right, title and interest in and to the Lease and desires to assign and transfer its right therein to Assignee, and Assignee desires to accept such assignment and transfer upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby assigns and transfers to Assignee any and all of Assignor's right, title and interest in and to the Lease, Security Deposit and all personal guarantees thereunder.

2. **ACCEPTANCE AND INDEMNIFICATION.** Assignee hereby accepts the foregoing assignment and transfer of Assignor's interest in the Lease. Assignee agrees and obligates itself to faithfully perform all covenants, stipulations, agreements and obligations under the Lease due on and after the date herein. Assignee shall indemnify and save Assignor harmless from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of every nature whatsoever and relating to the Lease, or the premises demised thereunder, arising on or after the date herein.

3. **AGREEMENT BINDING.** This Agreement shall be binding upon the successors, assigns and legal representatives of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Agreement.

4. **COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures delivered by facsimile or electronic transmission or PDF file shall constitute original signatures.

MILLENNIUM TITLE GROUP LTD.
ORDER NUMBER 11-6060

9

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

ASSIGNOR:



KONSTANTINOS KOKKINIS

ASSIGNEE:

IKOPEDO DIXMOOR, LLC
an Illinois limited liability company

By: 

Its Manager

Property of Cook County Clerk's Office

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Exhibit A



Doc#: 0721255049 Fee: \$96.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/31/2007 09:51 AM Pg: 1 of 37

COMMERCIAL LEASE

**AFTER RECORDING
MAIL TO:**

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

Above Space for Recorder's Use Only

**RERECORDING OF COMMERCIAL LEASE TO INCLUDE PIN
NUMBERS.**

COMMERCIAL LEASE

**LANDLORD: KONSTANTINOS KOKINNIS
1931 Ashington
New Lenox, Illinois 60451**

**TENANT: DIXMOOR, INC., an Illinois Corporation
14635 South Western Avenue
Dixmoor, Illinois 60451**

**PROPERTY ADDRESS: 14635 South Western Avenue
Dixmoor, Illinois 60451**

**PIN NOS: 29-07-138-034
29-07-138-035
29-07-138-028
29-07-138-030
29-07-138-001
29-07-138-003
29-07-138-004**

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COMMERCIAL LEASE

**AFTER RECORDING
MAIL TO:**

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



**Doc#: 0626547008 Fee: \$94.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/22/2008 07:42 AM Pg: 1 of 86**

Above Space for Recorder's Use Only

COMMERCIAL LEASE

LANDLORD:

**KONSTANTINOS KOKINNIS
1961 Ashington
New Lenex, Illinois 60451**

TENANT:

**DIXMOOR, INC., an Illinois Corporation
14635 South Western Avenue
Dixmoor, Illinois 60451**

PROPERTY ADDRESS:

**14635 South Western Avenue
Dixmoor, Illinois 60451**

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LEASE SUMMARY

Landlord: KONSTANTINOS KOKINNIS

Management Address: 1931 Ashington, New Lenox, IL 60451

Tenant: DIXMOOR, INC., an Illinois corporation

Tenant's Address: 14635 So. Western Avenue, Dixmoor, Illinois 60426

Tenant's Trade Name: DIXMOOR FRUIT & MEAT MARKET

Guarantors: KONSTANTINOS MATSAS
GEORGE PAPPAS
FRANK KOPANIS

Premises: NE corner of 147th and Dixie Highway, Dixmoor, Illinois 60426

Use: Food Market

Rentable Area: Approximately 20,000 rentable square feet.

Delivery Date: August 25, 2006

Commencement Date: August 25, 2006

Term of Lease: Five year initial term with a five year option

Monthly Rent: Twenty-One Thousand Six Hundred Sixty-Seven Dollars (\$21,667.00) per month (equal to \$260,000 per year), (PLUS CAM and Taxes), for a five year term beginning on SEPTEMBER 1, 2006, continuing on the same day of each month and ending AUGUST 31, 2011.

Monthly Rent: Thirty-Five Thousand Dollars (\$35,000.00) per month (equal to \$420,000 per year), (PLUS CAM and Taxes), for years 6-10 beginning on SEPTEMBER 1, 2011, continuing on the same day of each month and ending AUGUST 31, 2016.
(First Option Term)

Percentage Rent: None

Tenant's Proportionate Share: 100.00 %

Common Area

Maintenance (CAM): 100.00 %

Taxes: 2005 Taxes, approximately \$62,000.00 annually
\$5,200.00 (paid monthly)

Security Deposit: Twenty-five Thousand Dollars (\$25,000.00)

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LEASE AGREEMENT

INDEX TO LEASE

Tenant and Landlord identified

Exhibits identified

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LEASE

LEASE made this day, August 25, 2006, by and between KONSTANTINOS KOKINNIS, or assignee (hereinafter called "Landlord"), and DIXMOOR, INC., hereinafter called "Tenant").

WITNESSETH THAT, in consideration of the rents, covenants and agreements hereinafter set forth, such parties enter into the following agreement:

EXHIBITS

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

- Exhibit "A" Depiction of Leased Premises
- Exhibit "B" Rules and Regulations
- Exhibit "C" Real Estate Purchase Agreement
- Exhibit "D" Two Leases with Village of Dixmoor
- Exhibit "E" Rental Rates if Option to Purchase is not Exercised
- Exhibit "F" Personal Guaranty of Lease

1. PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises at the address as stated in the Lease Summary (hereinafter called the "Premises") and shall be deemed to include the building, parking area, privileges, rights, licenses, easements, roadways, appurtenances belonging to the Property and all right, title and interest to all streets, alleys, passages and other rights of way owned by the landlord and any rights belonging thereto or associated therewith.
 - a. By taking possession of the Premises on the Delivery Date, Tenant acknowledges that it has inspected the Premises and accepts them as being in good order and repair and in the condition in which Landlord is obligated to deliver them. Tenant agrees that Landlord has made no guaranties with respect to warranties or guarantees, expressed or implied, with respect to workmanship or any defects in material, and no promise to decorate, alter, repair or improve the Premises either before or after the execution hereof, have been made by Landlord or its agents to Tenant unless the same are contained herein. Tenant agrees that in the event of the inability of Landlord to deliver possession of the Premises on the Delivery Date, Landlord shall not be liable for any damage thereby, but the Rent Commencement Date (see below) shall be postponed for the number of days equal to the delay in providing Tenant with possession. No such failure to give possession on the Delivery Date shall affect the other obligations of Tenant hereunder, nor shall such failure be construed in any way to extend the Term.

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2. **Term & Possession.** The Original Term of the Lease shall be for a period of FIVE (5) years commencing on the Commencement Date, (as defined below) and terminated on the last day of the SIXTIETH (60th) month after the Commencement Date, (the "Termination Date"). Commencement Date is as stated in the Lease Summary. Rent shall begin on the Commencement Date.
3. **Rent.** Tenant agrees to pay Landlord without demand or setoff, rent for the premises as follows:
- a. **Fixed Rent.** Tenant, in consideration of said demise, does hereby covenant and agree to pay Landlord a minimum annual rental to be payable in twelve (12) equal monthly installments, in advance, upon the first day of each and every month during the Term hereof commencing upon the Commencement Date and ending upon the Termination Date, the following ("Fixed Rent"):
Monthly Rent as is stated in the LEASE SUMMARY.
- b. In the event such rental shall be determined to commence on a day other than the first day of a month, then the minimum Fixed Rent and other charges herein for the period from such Commencement Date until the first day of the month next following shall be prorated accordingly. If any rental payments are not received by Lessor by the 15th day after such payment shall become due, Lessee shall pay as a late charge the sum of Five Percent (5%) of the rental payment. This provision, however, shall not be deemed or construed to constitute a rental grace period hereunder nor a waiver of Lessor's right to receive rent in advance, on the first day of each month. In the event any installment of Rent or other sums payable by Lessee hereunder is not received by Lessor on or before its due date lessee shall be deemed to be in default hereunder. All rentals and other charges and payments to Landlord provided for shall be paid or mailed to Landlord's managing agent or to such other payer or address as Landlord may designate in writing to Tenant.
- c. **Additional Expense.** Tenant agrees to pay all expenses for the operation and maintenance of the Premises ("Premises Expenses"), including without limitation: insurance premiums relating to all insurance policies and endorsements deemed by Landlord to be reasonably necessary or desirable for the protection, including comprehensive general liability insurance and all risk property insurance with respect to the Leased Premises (as per Section 10 below); utility costs for all parts of the Leased Premises and tenant's utility costs such as heat, light, power, gas, waste disposal, water and sewer; the cost of maintaining, repairing and replacing any heating, ventilating and air conditioning systems; the cost of landscaping; the cost of repairs, maintenance and replacement of truck way, loading dock, pedestrian sidewalk and ramp; the cost of maintaining, repairing, operating and policing the buildings and improvements in the Leased Premises and their appurtenances and equipment including without limitation the roof, the trash compactor and trash enclosure, parking lot and any driveway areas, including the maintenance of lighting facilities therefor; equipment costs including the cost of service agreements on equipment; tool costs; the costs of licenses, permits and inspection fees, any sales, use or service taxes incurred in connection therewith. Tenant shall pay all amounts resulting from structural replacements to the exterior of the building.

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- d. **Tax Expense.** Tenant agrees to pay as additional rent, the Taxes ("Taxes") assessed against the Leased Premises for the tax years (the years for which a lien is imposed) falling wholly or partially within the Term of the Lease. The term Taxes for the purpose of the Lease shall include the following by way of illustration, but not limitation: real estate taxes, general or special assessments (including interest payable with any installments); fees or assessments for any governmental services to the Leased Premises; any commercial lease tax, gross receipts tax and/or any tax which shall be levied in addition to or in lieu of real estate, possessory interest or personal property taxes under this Lease; and any fees, expenses, legal fees or costs incurred by Landlord in protesting any assessments, levies or the tax rate. Tenant shall make its Proportionate Share of monthly tax payments to Landlord in addition to any other payments required under this Lease, based upon the estimated cost of the Taxes, payable in advance, monthly, but subject to adjustment after receipt of the actual tax bills by Landlord. Tenant's Proportionate Share of the Taxes payable hereunder for the first and last Lease Years of the Term shall be prorated on the basis of a 365 day year with Tenant's obligation to commence as of the Commencement Date.
- e. Tenant shall not be required to pay any income tax of Landlord.
- f. Tenant shall pay all taxes levied against personal property, fixtures and Tenant's Improvements in the Premises. If such taxes for which Tenant is liable are levied against Landlord or Landlord's property, and if Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of any such items and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand, that part of such taxes for which Tenant is liable hereunder.
- g. Tenant's Proportionate Share is stated on the LEASE SUMMARY. Commencing with the Commencement Date and continuing throughout the term of the Lease, Tenant shall make monthly payments to the Landlord of the Tenant's Proportionate Share of the Taxes, based upon Landlord's estimate of the annual Taxes, as revised annually. Landlord will furnish Tenant a statement of the Taxes for such year, such statement to be prepared in accordance with generally accepted accounting practices. Adjustments due either party shall, at Landlord's option, be paid in cash 15 days after delivery of such statement or a credit shall be given against the next consecutively accruing monthly installments of Rent due Landlord.
- h. Fixed Rent and Taxes are hereinafter collectively referred to as "Rent". No Rent shall be due for any period prior to the Commencement Date.
4. **Leasehold Improvements.** Attendant accepts the existing leasehold improvements and "as is" condition.
5. **Maintenance and Repair of the Leased Premises.**
- a. Tenant shall have the sole responsibility to maintain, repair, and maintain the Leased Premises.

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- b. Tenant shall, at its sole cost and expense, except as provided in Section 16 hereof, make all needed maintenance, repairs and replacements to the Premises in a prompt, good and workmanlike manner and according to standards established by Landlord, including but not limited to, (i) the heating, ventilating, and air conditioning systems serving the Premises (unless Landlord, in its reasonable discretion, has notified Tenant of Landlord's desire to maintain, repair and replace such systems, in which case the cost and expense of such services shall be payable by Tenant to Landlord upon demand); (ii) the exterior and interior portion of all doors, windows, window frames, plate glass, door closures and other hardware, door frames and store fronts; (iii) all plumbing and sewage facilities within the Premises, including free flow up to the connection to the main sewer line; (iv) all fixtures within the Premises; (v) all electrical systems serving the Premises and located therein and electrical systems up to the connection with the main service; (vi) all sprinkler and central station reporting systems within the Premises, if required by Governmental Authorities; (vii) all interior walls, floors and ceilings; (viii) any of Tenant's Improvements; (ix) all repairs, replacements or alterations required by any Governmental Authority; (x) all necessary repairs and replacements of Tenant's trade fixtures required for the proper conduct and operation of Tenant's business; and (xi) all exterior walls, surfaces, roofs, doors and all other parts of the Leased Premises, parking area, exterior signs, and lights. If at any time and from time to time during the Term, and any extensions and renewals thereof, Tenant shall fail to make any maintenance, repairs or replacements in and to the Premises as required in this Lease, Landlord shall have the right, but not the obligation, to enter the Premises and to make the same for and on behalf of Tenant, and all sums so expended by Landlord shall be deemed to be additional Rent hereunder and payable to Landlord upon demand.
- c. Tenant shall not make any alterations, additions or replacements in excess of Twenty Thousand Dollars (\$20,000.00) to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Whenever Tenant proposes to do any construction work within the Premises, Tenant shall first furnish to Landlord plans and specifications covering such work. In no event shall any construction work be commenced within the Premises without Landlord's written approval of such plans and specifications. All Tenant's improvements and all repairs, alterations, additions and improvements done by Tenant shall be performed in a good and workmanlike manner, in compliance with all governmental requirements. All Leasehold Improvements, alterations, additions and improvements made in and to the Premises and all floor covering that is adhesively affixed to the floor and all fixtures (other than trade fixtures) which are installed in the Premises shall remain in and be surrendered with the Premises and shall become the property of Landlord at the expiration of this Lease, unless Landlord elects otherwise, in which event Tenant shall remove the same and restore the Premises to its condition prior to such Leasehold Improvements, alterations, additions or improvements.
- d. Landlord shall have the right, but not the duty, to enter upon the Premises upon two days advance notice to the Tenant to inspect the same, or to make repairs to the Premises, or to show the Premises to lenders, prospective purchasers, or tenants; provided such entry shall not unreasonably interfere with Tenant's business.

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- e. Landlord shall not be liable to Tenant for any interruption of Tenant's business or inconvenience caused Tenant or Tenant's assigns, subleases, customers, invitees, employees, licensees or concessionaires in the Premises on account of Landlord's performance of any repair, maintenance or replacement in the Premises, any other work therein pursuant to Landlord's rights or obligations under this Lease so long as such work is being conducted by Landlord in accordance with the terms of this Lease and without gross negligence or gross disregard for Tenant's business operations. Except as provided in Section 16, there shall be no abatement of Rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Premises or in or to fixtures, appurtenances and equipment therein.
6. Intentionally left blank.
7. Use of Premises.
- a. Tenant shall in good faith, continuously throughout the Term of the Lease, conduct and carry on in the entire Premises under Tenant's Trade Name and type of business as stated in the LEASE SUMMARY. In the use and occupancy of the Premises, Tenant shall comply with all laws and ordinances and all rules and regulations of all applicable Governmental Authorities and all requirements of any public or private agency having authority over insurance rates and liquor licenses.
- b. Tenant shall not, without the prior written consent of Landlord:
- i. make or permit to be made, any use of the Premises or any portion thereof which emits, or permits the emission of an unreasonable amount of dust, sweepings, dirt, cinders, fumes or odors into the atmosphere, the ground or any body of water, whether natural or artificial, which in violation of any federal, state, or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement;
 - ii. permit any vehicle on the Premises which emits exhaust which is in violation of any federal, state, or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement;
 - iii. transmit, receive, or permit to be transmitted or received any electromagnetic, microwave or other radiation which is harmful or hazardous to any person or property in, on or about the Premises, or which interferes with the operation of any electrical, telephonic or other equipment wherever located;
 - iv. cause or permit, knowingly or unknowingly, any Hazardous Material to be brought or remain upon, kept, used, discharged, leaked, or emitted in or about, or treated at the Premises. As used in this Lease, "Hazardous Material(s)" shall mean any hazardous, toxic or radioactive substance, material, matter or waste which is or becomes regulated by any federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement and shall include asbestos, petroleum products and the terms "Hazardous Substance" and "Hazardous Waste" as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended, as amended 42 U.S.C. section 9601 et seq, the Resource Conservation and Recovery Act ("RCRA") as amended 42 U.S.C. section 6901 et seq.

UNOFFICIAL COPY**8. Utilities.**

a. Tenant shall promptly pay all charges for electricity, water, sewer, telephone and gas (where applicable) furnished to the Premises. In the event that at any time during the Term, or any extensions and renewals thereof, Tenant shall fail to promptly pay any of the foregoing charges, Landlord shall have the right, but not the obligation, to pay such charges for and on behalf of Tenant and any amounts so paid shall be deemed to be additional Rent hereunder and shall be payable by Tenant to Landlord upon demand. The obligation of the Tenant to pay for utilities shall commence as of the Delivery Date.

b. Landlord shall not be liable in the event of any interruption in the supply of any utilities. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities serving the Premises and that if any equipment installed by Tenant shall require additional utility facilities, installation of the same should be at Tenant's expense, but only after Landlord's written approval of same. Tenant shall pay for all utilities consumed during the construction of the Leasehold Improvements. Notwithstanding the foregoing, Landlord, at its expense and in a manner which will not delay the construction of the Leasehold Improvements, may install separate utility meters for the Premises.

9. Indemnity. Landlord shall not be liable and Tenant hereby waives all claims against Landlord for any damage to any property or any injury to any person in or about the Leased Premises by or from any cause whatsoever, including without limitation, rain or water leakage of any character from the roof, windows, walls, basement, pipes, plumbing works or appliances, of the Leased Premises not being in good condition or repair, gas, fire, electricity, theft or by the acts or omissions of Landlord, its agents or employees. Tenant shall hold Landlord harmless from and defend Landlord against any and all claims, liability or costs (including court costs and attorney's fees) for any damage to any property or any injury to any person occurring in, on or about the Leased Premises when such injury or damage shall be caused by or arise from, in part or in whole, (a) the act, neglect, fault or omission to meet the standards imposed by any duty with respect to the injury or damage by Tenant, its agents, servants, employees or invitees; (b) the conduct or management of any work or thing whatsoever done by Tenant in or about the Premises or from transactions of Tenant concerning the Premises; or (c) 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 this Lease. The provisions of this Section shall survive the termination of this Lease with respect to any claims or liability arising prior to such termination.

10. Insurance.

a. Tenant agrees to procure and maintain during the term hereof, comprehensive general liability and plate glass insurance to protect Tenant and Landlord from liability arising out of or resulting from Tenant's use of or operations on the Premises, together with contractual liability coverage covering Tenant's obligations set forth in Section 9, with limits of not less than \$2,000,000 on account of bodily injuries to or the death of one person, \$2,000,000 on account of bodily injuries to or the death of more than one person as a result of any occurrence, and \$2,000,000 covering loss or damage to property. Such insurance shall name the Landlord as an additional insured to the extent Landlord is indemnified pursuant to Section 9 hereof and shall bear an endorsement to the effect that the insurer agrees to notify Landlord not less than thirty (30) days in

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advance of any modification or cancellation of such insurance. Tenant shall deposit a certificate thereof with Landlord prior to entering upon the Premises to construct the Leasehold Improvements certifying that such insurance is in full force and effect.

- b. Tenant shall procure in the name of Landlord and maintain during the term hereof, all risk property insurance insuring the Building, including the Premises (but not the Leasehold Improvements therein), for not less than eighty percent (80%) of their replacement value, exclusive of foundation and excavations. Tenant shall procure and maintain during the term hereof, all risk property insurance insuring the Leasehold Improvements and any of Tenant's inventory, merchandise and supplies located on the Premises for not less than eighty percent (80%) of their replacement value. Both Tenant and Landlord do, by this instrument, release and waive any and all right of recovery against each other, including any right of subrogation, for any loss or damage covered by such insurance. To the extent required under the policy or policies evidencing such insurance, Landlord and Tenant shall each obtain the written consent of its insurance carrier to such waiver. Tenant shall furnish certificates to landlord evidencing such insurance coverage.
11. **Signs.** Tenant shall, at Tenant's expense, at all times keep all signs in good condition, proper operating order and in accordance with all applicable government regulations. Upon termination of this Lease, Tenant shall, at Landlord's option, remove any signs and repair any damage caused by the installation and removal thereof.
12. **Assignment by Landlord and Tenant.**
- a. Landlord may freely assign its interest in this Lease, and all of provisions of the Lease shall be binding upon and shall inure to the benefit of and be enforceable by and against the successors and assigns of Landlord.

Lessee shall not assign this Lease without, in each case, the consent in writing of Lessor first had and obtained, which consent shall not be unreasonably withheld. Notwithstanding anything contained herein to the contrary, Lessee and Lessee's Guarantors, if any, shall be released from personal liability hereunder provided the assignee shall execute a written undertaking expressly assuming all Lessee's obligations under the Lease, whether arising before or after the effective date of such assignment. The credit worthiness of any proposed assignee may be considered by the Lessor in determining whether to grant lessor's approval. Lessee shall furnish, or shall cause to be furnished, to Lessor at the time of Lessee's request that Lessor consent to any assignment, reasonably detailed financial information concerning the proposed sublessee or assignee and a resume of the proposed assignee's work experience.

- b. If Tenant is a partnership, a withdrawal or change, whether voluntary, involuntary or by operation of law, of partners owning a controlling interest in Tenant shall be deemed a voluntary assignment of this Lease and not permitted. If Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or transfer of or issuance of stock constituting a controlling interest of the capital stock of Tenant shall be deemed voluntary assignment of this Lease and not permitted.

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13. Default and Remedies.

- a. The following events shall be deemed to be events of default under this Lease:
- i. Tenant shall fail to pay when due, Rent or any sum of money due Landlord hereunder and such failure shall continue for a period of 15 days from the date such payment is due; or
 - ii. Tenant shall fail to comply with any other term, provision or covenant of this Lease and shall not cure such failure within 10 days (forthwith, if the default involves a hazardous condition) after written notice to Tenant; or
 - iii. Tenant shall abandon or vacate any substantial portion of the Premises; or
 - iv. Tenant shall fail to vacate the Premises immediately upon termination of this Lease or of Tenant's right to possession only; or
 - v. The leasehold interest of Tenant shall be levied upon under execution or be attached by process of law; or
 - vi. Tenant shall become insolvent, defined as negative net worth or excess of expenses over income, admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute; or
 - vii. A court of competent jurisdiction shall enter an order, judgment or decree adjudicating Tenant a bankrupt, or appointing a receiver of Tenant, or
 - viii. The Premises comes into the hands of any person or entity other than as expressly permitted under this Lease, or
 - ix. The Tenant fails to make any timely payment of any amount due to Landlord pursuant to the Loan Agreement dated August 25, 2006, or under any other note, instruments, or agreement which shall cause or permit the holder thereof to cause the obligations of the Tenant to become due prior to maturity.
- b. In any event, and without further grace period, demand or notice (the same being hereby waived by Tenant), Landlord, in addition to all other rights or remedies it may have, shall have the right thereupon or at any time thereafter, in the event that said default remains uncured, to terminate this Lease by giving notice to Tenant stating the date upon which such termination shall be effective, and shall have the right, either before or after any such termination, to re-enter and take possession of the Premises, remove all persons and property from the Premises, store such property at Tenant's expense, and sell such property if necessary to satisfy any deficiency in payments by Tenant as required hereunder, all without notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby. Nothing herein shall be construed to require Landlord to give any notice before exercising any of its rights and remedies provided for in this Lease
- c. Upon the occurrence of any of such events of default described in Section 13a. or elsewhere in this Lease, Landlord shall have the option to pursue any one or more of the following remedies or any other remedy permitted by law without any further grace period notice or demand whatsoever (the same being waived by Tenant):

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- i. Landlord may terminate this Lease or terminate Tenant's right to possession only without terminating Tenant's obligations hereunder and thereupon, in either case, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord;
- ii. Upon any termination of this Lease or Tenant's right to possession, Landlord shall be entitled to recover as liquidated damages all rent and other sums due and payable by Tenant on the date of termination, plus all other sums provided herein to be paid by Tenant, for the residue of the Term hereof, (taking into account the time and expense necessary to obtain a replacement tenant or tenants, including expenses (including leasing commissions and legal fees) relating to recovery of the Premises, preparation for reletting and for reletting itself), and (ii) the cost of performing any other covenants which would have otherwise been performed by Tenant;
- iii. Landlord may relet the Premises or any part thereof for such rent, and upon such terms as Landlord, in its sole discretion shall determine (including the right to relet the Premises for a greater or lesser term than that remaining under this Lease, the right to relet the Premises as a part of a larger area, and the right to change the character or use made of the Premises) and Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant about such reletting, provided however, Tenant shall be obligated to pay all costs of reletting, including but not limited to, preparation of the Premises for occupancy by the new tenant and leasing commissions; or
- iv. Landlord may, at Landlord's option, enter into and upon the Premises, with or without process of law, if Landlord determines in its sole discretion that Tenant is not acting within a commercially reasonable time to maintain, repair or replace anything for which Tenant is responsible hereunder and correct the same without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer, and without incurring any liability for any damage resulting therefrom, and Tenant agrees to reimburse Landlord, on demand, as additional Rent, for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease.
- d. Pursuit of any of one remedy shall not preclude pursuit of any other remedy provided herein or by law or at equity (all such remedies being cumulative), nor shall pursuit of any remedy constitute a forfeiture or waiver of any Rent due Landlord or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein. Tenant shall be obligated to pay all costs incurred by Landlord, including but not limited to all attorney costs, legal fees and expenses in the enforcement of any provision of this lease.

14. Warranty of Quiet Enjoyment.

- a. Landlord warrants and represents to Tenant that it has full and exclusive right, power and authority to make this Lease. Landlord will warrant and defend the right of peaceful possession and enjoyment by the Tenant to the Premises during the term hereof against all parties. Landlord covenants that Tenant upon paying the "Rent" herein provided and performing the conditions and agreements herein contained on Tenant's part to be kept and performed, shall at all times during the term hereof, peaceably and quietly have, hold, use and enjoy the Premises and the appurtenances, privileges, easements and rights belonging thereto or associated

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therewith without hindrance or molestation by Landlord or any other person or persons.

- b. Landlord shall not be responsible to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying the adjoining premises or of tenants, if any, occupying any part of the premises adjacent to or connected with the Premises. Landlord shall not be responsible to Tenant for any loss or damage which may be caused by the overflow or backing up of any sewer or water, or caused by sewer, water or any gas connection in the Premises, nor for damages caused by the backups of any sewer or water main.
15. Surrender. At the expiration of the Lease, whether by lapse of time or otherwise, Tenant shall surrender the Premises broom clean and in good order and condition, reasonable wear and tear and loss or damage by fire, the elements or other casualty excepted, and Tenant shall not remove any of the Leasehold Improvements, unless specifically requested to do so by the Landlord, in which event Tenant shall remove such of those Leasehold Improvements, alterations, additions and improvements made in and to the Premises as designated by Landlord and Tenant shall restore the Premises to its condition prior to such remodeling, improvements, alterations or repairs made by it to the interior or exterior of the Premises during the Lease term.
16. Damage by Casualty.
- a. Tenant shall immediately give written notice to Landlord of any damage caused to the Premises by fire or other casualty. In the event that the Premises shall be damaged or destroyed by fire or other casualty and Landlord does not elect to terminate this Lease as hereinafter provided, Landlord shall proceed at its sole cost and expense, to rebuild and repair the Premises. If (i) the building in which the Premises are located shall be destroyed or substantially damaged by a casualty not covered by Landlord's insurance; or (ii) such building shall be rendered untenable to an extent in excess of 50% by a casualty covered by Landlord's insurance; or (iii) if the Leased Premises, in Landlord's reasonable judgement, shall be damaged to such extent that the remaining Term is not sufficient to amortize the cost of reconstruction; or (iv) in the event the holder of any indebtedness secured by a mortgage or deed of trust covering any part of the Leased Premises requires that any insurance proceeds be applied to such indebtedness, then in any of such events Landlord may elect to terminate this Lease or to proceed to rebuild and repair the Premises. Should Landlord elect to terminate, it shall give written notice of such election to Tenant within 90 days after the occurrence of such casualty; otherwise, Landlord shall proceed within 120 days, and at its sole cost and expense, to rebuild and repair the Premises.
- b. If pursuant to Section 16a., the Premises are to be restored, Tenant shall, unless such damage is the result of the negligence or willful misconduct of Tenant, or its agents, employees, or invitees, be entitled to a proportionate abatement in the Rent from the date of such damage, such reduction to be based on the extent to which the damage and the making of such repairs shall interfere with the use and occupancy by Tenant of the Premises. In the event of the giving of a notice to terminate, this Lease shall expire and all interest of the Tenant in the Premises shall terminate as of the date of such damage as if such date had been originally fixed in this Lease for the expiration of the Term. Landlord shall not be required

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to repair any damage by fire or other cause, or to make any repairs to replacements of any of the Leasehold Improvements or Tenant's furniture, fixtures and equipment.

- c. Tenant agrees at all times, at its expense, to keep its merchandise, fixtures, Leasehold Improvements, all plate and other glass in the Premises, and its other property situated within the Premises, insured by means of "All Risk" coverage, as defined, provided and limited in the standard business forms prescribed by the insurance regulatory authority for the State of Illinois. Such insurance shall be carried with companies reasonably satisfactory to Landlord. Such insurance shall be noncancellable except after 30 days written notice to Landlord. Each policy or a duly executed certificate of insurance, shall be delivered to Landlord prior to Tenant's obtaining possession to the Premises and upon each renewal shall be delivered to Landlord at least 30 days prior to such policy expiration. The proceeds of such insurance shall be payable to Landlord and Tenant, jointly, for use by Tenant with the consent of Landlord, for the repair or replacement of merchandise, fixtures, Tenant's Improvements or other property which was situated within the Premises.
- d. All casualty coverage insurance carried by Landlord or Tenant shall provide for waiver of subrogation against Landlord, Tenant on the part of the insurance carrier. Evidence of the existence of such waiver shall be furnished by either party to the other party on request. Notwithstanding the above, in the event any destruction or damage is the result of the act or neglect of Tenant or its assignees, subleases, servants, agents, employees, invitees, licensees or concessionaires, Landlord shall have the right to recover from Tenant the amount of any deductible or any other loss not reimbursed to Landlord by proceeds of insurance.
17. Eminent Domain. If, during any term hereof, any part of the Premises shall be appropriated, condemned or taken by any Government Authority in lieu of condemnation, and the Tenant and Landlord mutually determine that the Tenant cannot conduct normal business operations in the remaining portion of the Premises, Tenant may at its option, terminate this Lease (a) as of the date the Government Authority takes title or (b) as of the date the Government Authority requires possession. To exercise such option, Tenant shall give Landlord written notice thereof within thirty (30) days after Landlord has advised tenant in writing that the condemning Authority has taken title or requires possession. In the event of a partial taking of the Premises by said authority, and if Tenant does not terminate this Lease as aforesaid, Landlord shall restore the Premises to an architecturally complete structure from the award received by Landlord from the condemning authority to the reasonable satisfaction of Tenant and in such event, "Rent" shall be reduced proportionately in accordance with the number of square feet in the ground floor area of the Premises taken by such condemnation to the total number of square feet in the ground floor area of the Premises before such taking. In the event of a total taking of the Premises, this Lease shall terminate as of the date the Governmental Authority takes title or as of the date the Governmental Authority takes possession of the Premises, whichever is earlier. Tenant shall have the right to recover from the condemning authority such compensation as may be separately awarded to Tenant on account of interruption of Tenant's business, for the cost incurred by Tenant for moving and relocation expenses and for depreciation to and removal of Tenant's goods and trade fixtures.

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Notwithstanding the aforementioned, Tenant shall be entitled to the entire award for any temporary taking of all or a portion of the Real Property or any part thereof by a governmental authority during the term of the Lease. Tenant shall also have the right to claim and recover from the condemning authority, but not from the Landlord and not in reduction of any award to be paid to the Landlord, compensation for the value of the unexpired term of Tenant's leasehold estate including any option periods.

18. **Notices and Rental Payments.** All notices, demands and requests hereunder shall be in writing and given by United States registered or certified mail or by messenger delivery. Any notice, demand or request given by United States registered or certified mail, as provided herein, shall be deemed served on the date it is deposited in the United States mail, properly addressed and with postage fully prepaid addressed as follows:

IF TO LANDLORD:
Konstantinos Kokkinis
1931 Ashington Court
New Lenox, IL 60451

With copies to:
Kenneth Donkel
7220 W. 194th Street
Tinley Park, Illinois 60477

IF TO TENANT:
Pete's Produce
Attn: Frank Kopanis
1411 West 87th Street
Chicago, IL 60620

With copies to:
John Mantas
1300 West Higgins Road., Suite 209
Park Ridge, IL 60068

All rents shall be payable to:
Konstantinos Kokkinis
1931 Ashington Court
New Lenox, IL 60451

Any party hereto may from time to time specify a new address to which any such notice or rental payment shall thereafter and until further notice be sent. Any notice of default given by Tenant to Landlord shall in like manner also be given by Tenant to any mortgagee of the Premises, provided Tenant has been furnished with the correct name and mailing address of such mortgagee. Any such mortgagee shall have the same period of time as the Landlord within which to cure any default by Landlord under this Lease.

19. **Section Headings.** The Section headings on this Lease are for convenience only, and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.
20. **Successors and Assigns.** Except as expressly otherwise provided, all of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the permitted successors in interest and assigns of the parties hereto.
21. **Complete Agreement.** It is agreed that this Lease sets forth the entire agreement between Landlord and Tenant relative to the Premises and that there are no other understandings, either oral or written, other than as herein set forth. No modification of this Lease shall

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be binding unless in writing and executed by the parties hereto or their permitted successors and assigns, and any and all waivers shall be in writing. It is understood and agreed between the parties that the covenants of this Lease are independent.

22. **Short Form Lease.** The information in this Lease is of a confidential nature and this Lease shall not be recorded, nor shall the parties divulge its terms to anyone other than a prospective mortgagee or purchaser. Upon request of either party, a short form or Memorandum of Lease incorporating by reference the terms of this Lease shall be executed by the parties and recorded at the option and expense of the party so requesting.
23. **Holding Over.** If Tenant shall remain in possession of the Premises after the expiration of the term, Tenant shall be deemed a Tenant from month-to-month at one and one-half (1-1/2) the Rent charged for the month immediately prior to such holdover, and subject to all of the terms and conditions hereof, except only as to the term of this Lease. Nothing done by Landlord or Tenant shall be construed as a renewal of this Lease by operation of law.
24. **Subordination.** This lease is, and at all times hereafter shall be subject and subordinate to any and all present or future mortgages, liens, restrictions or encumbrances which may be placed on the Premises or any part thereof by Landlord or any person or persons claiming under Landlord. Tenant covenants and agrees to execute and deliver upon demand, all instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by Landlord. Tenant hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver, without subjecting Landlord to any liability of any kind, such instrument or instruments for and in the name of Tenant, if Tenant shall fail to execute such instrument or instruments within ten (10) days after being provided said documents by Landlord. In the event that any mortgagee or other person succeeds to Landlord's interest under this lease, Tenant shall automatically become the Tenant of such successor in interest without change in any of the terms or provisions of this lease. The Tenant further agrees, that upon the request of the Landlord, it will execute an appropriate Tenant Estoppel Certificate, as supplied by the Landlord, and return same within ten (10) days after receipt. If the Tenant Estoppel Certificate is not executed and returned to Landlord within said ten (10) day period, Tenant hereby appoints Landlord or its assign as attorney-in-fact to prepare and deliver such Estoppel Certificate and Tenant shall be bound thereby.
25. **Rules and Regulations.** The Tenant shall abide by and be subject to these Rules and Regulations attached hereto and made a part hereof as Exhibit B.
26. **Furniture, Fixtures and Equipment.** Tenant agrees to furnish the Premises completely at its expense. Tenant agrees to make full and punctual payment to any lessor or seller for any furniture, fixtures, equipment, and other personal property that is moveable and/or unattached to the Premises (said items of furniture, fixtures, equipment and other property being herein collectively referred to as "F.F. & E.") which shall be placed or installed in or upon the Premises in compliance with this paragraph. Said F.F. & E. shall be removed by the Tenant at the expiration of the Lease and all option periods.
27. **Opening.** Intentionally Left Blank.

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28. **Severability.** In the event that any provision or section of this Lease or the application thereof to any facts is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Lease shall be deemed to have never been included herein or shall be deemed not to apply to such facts, as the case may be, and the balance of this Lease shall continue in full force and effect in accordance with its terms.
29. **No Partnership.** Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or a joint venture, or a member of a joint enterprise with Tenant.
30. **Waivers.** In the event any agreement in this Lease shall be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder or the same breach at a later time.
31. **Law Governing Construction of Lease.** This Lease shall be governed by and construed in accordance with the laws of the State of Illinois.
32. **Force Majeure.** In the event Tenant or Landlord shall be delayed or hindered in or prevented from performing any act required hereunder by reason of strikes, lockouts, labor troubles, fire or other casualty, act of God, inability to procure materials or supplies, inability to obtain utility services, the failure of the other party to perform any act or to do any work required hereunder, the failure or delay by any utility company to complete necessary utility installations, restrictive laws or regulations, riots, insurrection, civil commotion, rebellion, war or any other cause beyond the reasonable control of Tenant or Landlord, as the case may be, the performance of any such act shall be extended for a period equivalent to the period of such delay.
33. **Commissions.** Tenant and Landlord represent and warrant to each other that each has not dealt with or involved any finder, broker or real estate or leasing agent in this transaction, and Tenant and Landlord agree to indemnify, save and hold each other harmless from any liability that may arise from any such claim not specifically identified in this Section 33, including reasonable attorney fees.
34. **Approval or Consent.** Whenever under any provision of this Lease the approval or consent of either party is required, the decision thereon shall be promptly given and such approval or consent shall not be unreasonably withheld or delayed.
35. **Survival.** Except as noted herein, each term, covenant and agreement contained herein shall survive the expiration or earlier termination of this Lease and shall remain in full force and effect as between Landlord and Tenant notwithstanding any such expiration or earlier termination to the extent that any such term, covenant and agreement (i) has not been fully performed in accordance with this Lease prior to such expiration or earlier termination, and (ii) contemplates performance by either party subsequent to such expiration or earlier termination.
36. **Security Deposit.** Tenant has deposited with the Landlord the Security Deposit as stated in the Lease Summary, which shall be held by the Landlord without liability for interest,

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as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease. If Tenant commits a default hereunder, Landlord at its option may apply said deposit or any part thereof to compensate Landlord for loss, cost, damage or expense sustained due to such default. Upon Landlord's request, Tenant shall forthwith remit to the Landlord cash sufficient to restore said sum to the original sum deposited; Tenant's failure to do so within twenty (20) days after demand thereof, shall be a default under this Lease. If, at the end of the Lease Term, the Tenant is not in default hereunder, the balance of such security deposit shall be returned to the Tenant.

37. **Counterparts.** This Lease may be executed in one or more counterparts as the parties hereto may deem desirable and each executed copy (whether a carbon or reproduced copy) shall be deemed to be an original.
38. **Sale of Leased Premises.** In the event of a sale or conveyance by Landlord of the Leased Premises, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions herein contained in favor of Tenant, and in such event Tenant agrees to look solely to the responsibility of the successor in interest of Landlord in and to this Lease. Except as set forth in this Section, this Lease shall not be affected by any such sale, and Tenant agrees to attorn to the purchaser or assignee. If any security has been given by Tenant to secure the faithful performance of any of the covenants of this Lease, Landlord may transfer or deliver said security, as such, to Landlord's successor in interest, and thereupon Landlord shall be discharged from any further liability with regard to said security, provided that any successor shall not be liable for such security unless such successor receives the same.
39. **Additional Construction.** Intentionally Left Blank.
40. **Trash Removal.** Intentionally Left Blank.
41. **Options**
- a. **Option to Renew.**
- i. Tenant shall have an option to renew ("Option to Renew") this Lease for one (1) one consecutive five (5) year lease term at THIRTY FIVE THOUSAND DOLLARS (\$35,000.00) per month, equal to \$420,000.00 per year.
- ii. Tenant's Option to Renew this Lease shall have been automatically exercised by the Tenant upon the aforementioned, Tenant shall have the option of terminating the Option Period by delivering to Landlord a written notice of intent not to exercise the Option to Renew not less than ninety (90) days prior to the expiration of the Original Term of the Lease
- b. **Option to Purchase.**
- i. Tenant shall have the right to purchase the Premises pursuant to the terms of the REAL ESTATE CONTRACT attached hereto as Exhibit C, for a total purchase price of
- (1) \$3,000,000.00 during the initial five-year term of the Lease, or
- (2) \$3,300,000 during the five-year renewal term of the Lease.

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- ii. In the event that Tenant exercises option to purchase, Landlord agrees to conduct a Phase II Environmental of the real estate at Landlord's sole cost and expense. In the event that the Phase II Environmental report reveals an environmental condition on the property, Landlord agrees, at its sole cost and expense, to remediate said environmental condition prior to closing.
- c. **Additional Options to Extend Lease Term if Option to Purchase is Not Exercised.**
- i. If the option to purchase is not exercised, Tenant shall have three additional options to extend the terms of this lease with a five percent (5%) increase per year as detailed on Exhibit E attached.
- d. It shall be a condition precedent to the right of Tenant to exercise any Option to renew this Lease or to purchase the Premises, that at the time of exercising same and at the commencement of the Option Period,
- ii. This Lease be in full force and effect and there be no existing and unremedied default on the part of the Tenant under any of the terms, covenants or conditions of the Lease on the part of the Tenant to be performed as to which Landlord shall have served notice upon Tenant, and
- iii. All other debts owed to GX Corporation or the Landlord pursuant to the Business Asset Purchase Agreement dated August 25, 2006, by the Tenant or any other purchaser under that Agreement, are paid in full.
- e. Any cancellation or termination of this Lease or Tenant's right to possession of the Premises shall terminate any Option hereunder.
- f. Within thirty (30) days of Tenant's notice of the exercise of this option to purchase the Property, Seller shall provide Purchaser with a current ALTA commitment for title insurance and ALTA survey. Tenant shall have forty-five (45) days to conduct its due diligence review of the Property. If title and survey are satisfactory to Purchaser, Purchaser and Seller shall enter into the real estate contract, attached as Exhibit E, for the full purchase price of the Property at a closing to be held within sixty (60) days after the execution of the real estate contract. At the time of tender, Landlord shall deliver to Tenant a general warranty deed conveying the Property to Tenant, in fee simple, free and clear of all liens, encumbrances and restrictions whatsoever, except as agreed by Purchaser, along with an assignment of the two leases with the Village of Dixmoor, attached as Exhibit F. All proper and customary closing adjustments and prorations shall be made at the time of conveyance.
42. **Execution and Delivery.** The execution of this Lease by Tenant and delivery of the same to Landlord or its managing agent does not constitute a reservation of or option to lease the Premises or an agreement by Landlord to enter into a lease and this Lease shall become effective only if and when Landlord executes and delivers a counterpart hereof to Tenant; provided, however, that the execution and delivery by Tenant of this Lease to Landlord or its managing agent shall constitute an irrevocable offer by Tenant to lease the Premises on the terms and conditions herein contained, which offer may not be withdrawn or revoked for thirty (30) days after such execution and delivery. If Tenant or Guarantors is a corporation, it shall deliver to Landlord, concurrently with delivery to

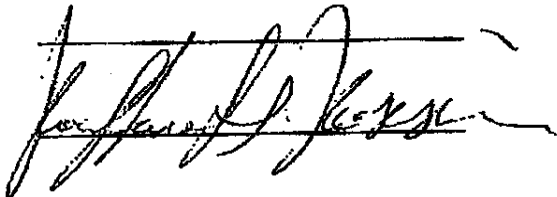
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Landlord of an executed Lease, certified resolutions of its directors authorizing execution and delivery of this Lease and the performance by Tenant and Guarantors of its obligations hereunder. If Tenant is a partnership, it shall deliver to Landlord, concurrently with the delivery to Landlord of an executed Lease, a certified copy of its partnership agreement or other satisfactory evidence of execution and performance authority.

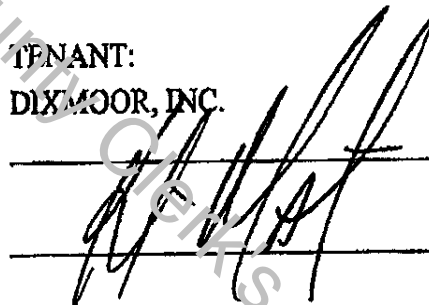
43. Intentionally Omitted
44. Tenant's Exclusive. None
45. Jury Waiver. All parties to this agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.
46. Additional Real Estate. In the event that the Landlord purchases the home and real estate adjoining the Property, said real estate shall also be included as property to be sold to the Tenant pursuant to the terms of the Option as set forth in Paragraph 41(b) herein above. Tenant agrees to pay the Seller the full price paid by the Landlord for the purchase of the Property for five (5) years. After the five-year period, the purchase price will go up ten percent (10%) every five (5) years.

IN WITNESS WHEREOF, the parties first above named have caused this instrument to be executed as of the date first above written.

LANDLORD:
KONSTANTINOS KOKINIS.



TENANT:
DIXMOOR, INC.

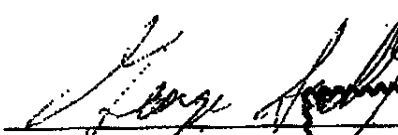


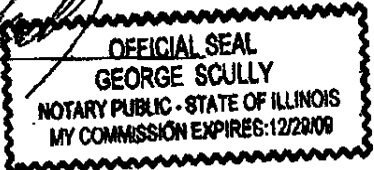
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STATE OF ILLINOIS) SS
COUNTY OF COOK) SS

Before me, a Notary Public in and for said County and State, personally appeared KONSTANTINOS KOKINNIS, who executed the foregoing instrument as Landlord; who acknowledged that he did sign said instrument as his free act and deed. .

Given under my hand this day, August 26, 2006


Notary Public

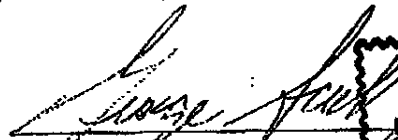



My Commission Expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

I, George Scully, a Notary Public, in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Konstantinos Kokinnis as President, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Officer, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Trust for the uses and purposes therein set forth.

Given under my hand this day, _____, 2006


Notary Public



My Commission Expires: _____

STATE OF _____)

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EXHIBITS

EXHIBIT A - Depiction of Leased Premises

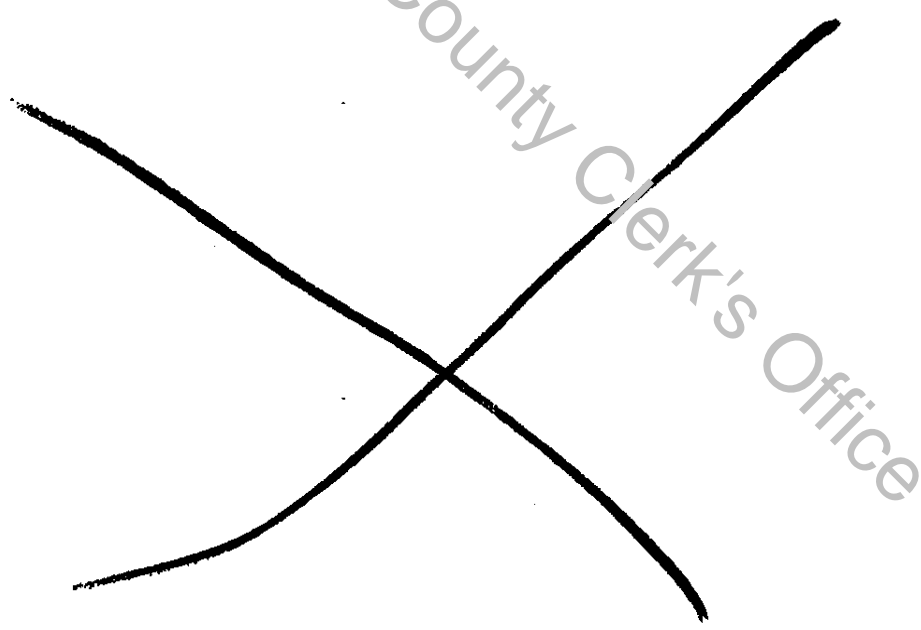
EXHIBIT B - Rules and Regulations

EXHIBIT C - Real Estate Purchase Agreement

EXHIBIT D - Two Leases with Village of Dixmoor

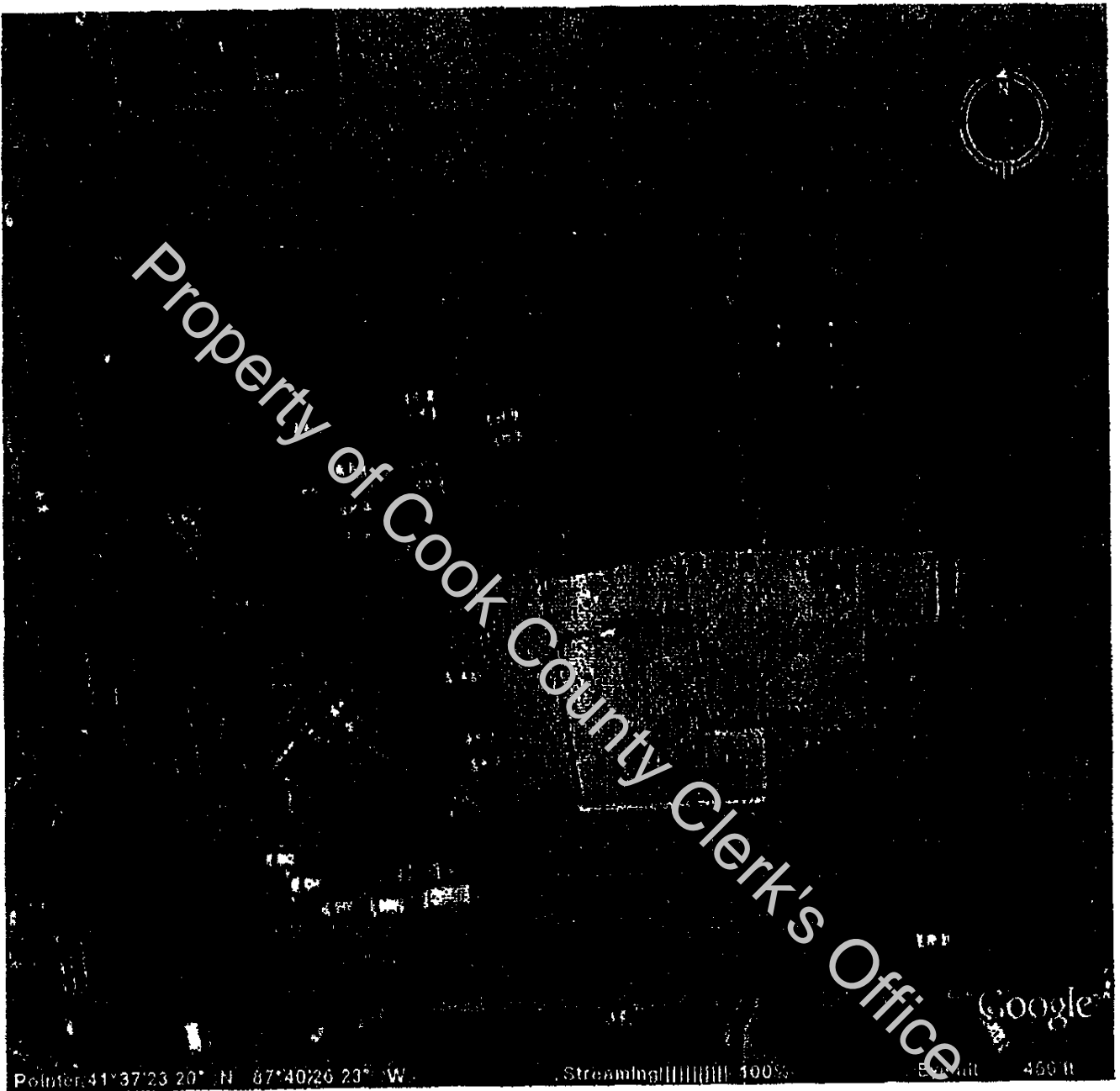
EXHIBIT E - Rental Rates if Option to Purchase is not Exercised

EXHIBIT F - Personal Guarant / of Lease



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EXHIBIT A - Depiction of Leased Premises



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EXHIBIT B - Rules and Regulations

RULES AND REGULATIONS

1. Landlord reserves the right at Landlord's sole cost and expense with tenant approval to change from time to time the format of the signs or lettering on the signs, and to require replacement of any signs previously approved pursuant to Section 11 to conform to Landlord's new standard sign criteria established pursuant to any remodeling of the Leased Premises.

2. Tenant shall not, without the prior written consent of Landlord (i) paint, decorate or make any changes to the store front of the Premises; (ii) install any exterior lighting, awning or protrusions, signs, advertising matter, decoration or painting visible from the exterior of the Premises or any coverings on exterior windows and doors, excepting only dignified displays of customary type in store windows; or (iii) install any signs or other displays on exterior windows or within 6 inches of any exterior window line. If Landlord objects in writing to any of the foregoing, Tenant shall immediately discontinue such use.

3. Tenant shall not, (i) conduct or permit any fire, bankruptcy or auction sale (whether real or fictitious), or conduct or permit any legitimate or fictitious "Going Out of Business" sale nor represent or advertise that it regularly or customarily sells merchandise at "manufacturer's," "distributor's" or "wholesale," "warehouse," or similar prices or other than at "off price" or at "retail" prices; (ii) use, or permit to be used, the sidewalks adjacent to such Premises, or any other area outside the Premises for solicitation or for the sale or display of any merchandise or for any other business, occupation or undertaking, or for outdoor public meetings, circus or other entertainment (except for promotion activities in cooperation with the management of the Leased Premises); (iii) use or permit to be used any sound broadcasting or amplifying device which can be heard outside of the Premises or any flickering lights; or (iv) use or permit to be used any portion of the Premises for any unlawful purpose or use or permit the use of any portion of the Premises as regular living quarters, sleeping apartments or lodging rooms or for the conduct of any manufacturing business.

4. Tenant shall at all times keep the Premises at a temperature sufficiently high to prevent freezing of water pipes and fixtures. Tenant shall not, nor shall Tenant at any time permit any occupant of the Premises to: (i) use, operate or maintain the Premises in such manner that any rates for any insurance carried by Landlord, or the occupant of any premises within the Leased Premises, shall thereby be increased; or (ii) commit waste, perform any acts or carry on any practices which may injure the Leased Premises or be a nuisance or menace to other tenants in the Leased Premises.

5. Tenant shall not obstruct any sidewalks, passages, exits, entrances, truck ways, loading docks, package pick-up stations, pedestrian sidewalk and ramps, first aid and comfort stations, Common Areas or stairways of the Leased Premises. No Tenant and no employee or invitee of any Tenant shall go upon the roof of the Leased Premises unless authorized by Landlord.

6. Landlord will furnish Tenant, free of charge, with two keys to each door lock in the Premises. Landlord may make a reasonable charge for any additional keys. Tenant, upon the termination of its tenancy, shall deliver to Landlord the keys of all doors which have been furnished to Tenant.

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7. If tenant requires telegraphic, telephonic, burglar alarm or similar service, it shall first obtain, and comply with Landlord's instructions in their installation.
8. Tenant shall not place a load upon any floor which exceeds the designated load per square foot or the load permitted by law. Landlord shall have the right to prescribe the weight, size and position of all equipment brought into the Premises. Heavy objects shall stand on such platforms as determined by Landlord to be necessary to properly distribute the weight. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be objectionable to Landlord or to any tenants, shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other similar devices. Landlord will not be responsible for loss of, or damage to, any equipment or other property from any cause, and all damage done to the Leased Premises by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant.
9. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or invitees, shall have caused it.
10. Tenant shall not install any radio or television antenna, loudspeaker or other device on the roof or exterior walls of Tenant's store. Tenant shall not interfere with radio or television broadcasting or reception from or in the Leased Premises or elsewhere.
11. Intentionally omitted.
12. Tenant shall not install, maintain or operate upon the Premises or in any Common Areas under the exclusive control of Tenant any vending machine or video game without Landlord's prior written consent.
13. Tenant shall store all its trash and garbage in containers within its Premises and/or in the portion of the Common Areas designated by Landlord. Tenant shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Landlord.
14. Intentionally omitted
15. Tenant shall not use in any space, any hand trucks except those equipped with the rubber tires and side guards, or such other material-handling equipment as Landlord may approve. Tenant shall not bring any other vehicles of any kind into Tenant's store.
16. Employees of Landlord shall not perform work or do anything outside of their regular duties unless under special instructions from Landlord.

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17. The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgement of Landlord are necessary for the proper operation of the Leased Premises.

18. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Leased Premises.

19. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of premises in the Leased Premises.

20. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

21. Tenant and employees shall park vehicles in designated parking locations.

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REAL ESTATE CONTRACT FORM APPROVED BY THE SOUTHWEST BAR ASSOCIATION AND AND THE SOUTH SUBURBAN BAR ASSOCIATION

(CHECK ONE)

SELLER: _____ SINGLE FAMILY
 ADDRESS: _____ (CITY)(STATE)(ZIP) _____ MULTI-FAMILY (Attach Rider)
 BUYER: _____ TOWNHOUSE (Attach Riders)
 ADDRESS: _____ (CITY)(STATE)(ZIP) _____ CONDOMINIUM (Attach Riders)
 _____ WITH _____ WITHOUT parking spaces
 _____ VACANT LOT
 _____ COMMERCIAL PROPERTY

Buyer hereby agrees to purchase and Seller agrees to sell the following described real estate, on the terms and conditions herein set forth.
DESCRIPTION OF PROPERTY, LEGAL DESCRIPTION (Either party may attach hereto at any time hereafter)

STREET ADDRESS _____ ILLINOIS
(include 'Unit Number' if condominium or townhouse and garage/parking space number, if any) (CITY) (STATE) (ZIP)

LOT SIZE: APPROXIMATELY _____ X _____ X _____ X _____ FEET. PIN# _____

IMPROVED WITH _____ COUNTY WITHIN VILLAGE/TOWN/CITY LIMITS OR UNINCORPORATED
together with all appurtenances attached to and forming a part of the premises, for which Seller shall deliver a Bill of Sale at time of delivery of deed: existing heating, plumbing, electrical lighting fixtures, storm windows, storm doors and screens, if any; drapery rods, curtain rods, if any; fencing, if any; attached air conditioners, if any; attached outside antenna, if any; water softener (except rental units), if any; all planted vegetation; ceiling fans, if any; automatic garage door system and all related remote hand-held units, if any; and specifically including the following items of personal property now on the premises: _____

PRICE AND TERMS:
 PURCHASE PRICE..... \$ _____
 EARNEST MONEY DEPOSIT
 In the form of (cash), (personal check), (cashiers check) or (Judgment note due _____)..... \$ _____
 _____ \$ _____
 BALANCE DUE AT CLOSING..... \$ _____

FINANCING: (CHECK ONE) CONVENTIONAL VA(Attach Rider 3) FHA(Attach Riders 3 and 4)
 This Contract is contingent upon Buyer securing Within _____ days of acceptance hereof a written mortgage commitment on the real estate herein in the amount of \$ _____ or such lesser sum as Buyer accepts, with interest not to exceed _____ % per year, to be amortized over _____ years, the combined origination and discount fees for such loan not to exceed _____ %, plus loan processing fees, if any. Buyer shall make written application for such loan within seven (7) days from date of acceptance of Contract, shall cooperate with the lender in supplying all necessary information and documentation, and shall diligently attempt to obtain the mortgage described herein. In the event the Buyer is unable to secure such loan commitment, as provided herein, Buyer shall provide written notice of same to Seller or Seller's attorney and this Contract shall become null and void and all earnest money shall be returned to Buyer. Seller must allow reasonable inspection of the premises by Buyer's financing agent. Unless a contingent upon sale/closing provision is attached and made part of this Contract, Buyer represents that his ability to obtain financing is not subject to the sale, closing, or rental of any other real estate. Buyer will be deemed to be in default if he obtains a loan commitment conditioned upon the sale, closing, or rental of other real estate, and fails to close this transaction as agreed.

CLOSING:
The closing shall be on or before _____ at the office of Seller's designated title company.

POSSESSION: (Select one applicable option)
 _____ Seller shall deliver possession to the Buyer at closing, OR
 _____ Seller shall deliver possession to Buyer within _____ days from date of closing. Seller agrees to pay Buyer for use and occupancy the sum of \$ _____ per day for each day after closing that Seller retains possession. Seller shall be responsible for heat, utilities and home

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maintenance expenses during said period, and shall deliver possession of the real estate and personal property in the same condition as it is in on the date of closing. Should Seller fail to deliver possession to Buyer as agreed, Seller shall pay to Buyer beginning on the _____ day after closing, the sum of \$ _____ per day until possession is delivered to the Buyer and Buyer shall, in addition to all other remedies, have the immediate right to commence any legal action or proceeding calculated to evict and remove the Seller from the premises. Seller agrees to waive all notices required by the Forcible Entry and Detainer Act or any other statute, and consents to an immediate judgment for possession.

Seller shall deposit the sum of \$ _____ in escrow with _____ as Escrowee, at the time of closing, and any monies due the Buyer for Seller's use and occupancy hereunder shall be paid to Buyer from this deposit and the balance, if any, shall be refunded to Seller. Possession shall be deemed delivered to Buyer when Seller has vacated the premises and delivered the keys to the Buyer or the Escrowee. Escrow money shall be limited to delivery of possession, and funds held pursuant to this paragraph shall be used only to satisfy payment for use and occupancy. In the event of any dispute regarding this "Possession" section, the prevailing party and Escrowee shall be reimbursed for all reasonable attorney's fees and court costs.

TITLE EVIDENCE:

Seller, at his expense, shall furnish not less than five (5) days prior to the closing date, a title commitment for an owners title insurance policy issued by an Illinois licensed title insurance company in the amount of the purchase price covering the date hereof subject only to (a) the general exceptions contained in the title policy (except that, where the subject property qualifies as a single family residential unit, the policy shall provide extended coverage over the general exceptions); (b) the title exceptions set forth below; and (c) title exceptions pertaining to liens or encumbrances which have been assumed by the Buyer under the terms hereof or which the Seller has agreed to remove at closing from the proceeds hereunder. Any delay in delivery of the title commitment which is caused by the Buyer, his agent, or his lending agency shall extend the time for delivery thereof by the Seller by such period of delay. If the title commitment discloses exceptions not provided for herein, the Seller shall have until closing to remove those exceptions or to acquire title insurance covering said unpermitted exceptions. If Seller fails to remove said exceptions or obtain additional insurance within the time stated herein, Buyer may elect to terminate this Contract and all monies paid by the Buyer shall be refunded to him.

DEED (CONVEYANCE, LIENS, ENCUMBRANCES):

Seller shall convey or cause to be conveyed to Buyer title to the premises by a recordable general warranty deed with release of homestead rights, or Trustee's deed if applicable, in joint tenancy if more than one Buyer, or to Buyer's nominee, subject only to the following permitted exceptions, provided none of which shall materially restrict the reasonable use of the premises as a residence: (a) general real estate taxes not due and payable at the time of closing; (b) building lines and building laws and ordinances, use or occupancy restrictions, conditions and covenants of record; (c) zoning laws and ordinances which conform to the present usage of the premises; (d) public and utility easements which serve the premises; (e) public roads and highways, if any; (f) party wall rights and agreements, if any; and (g) limitations and conditions imposed by the Illinois Condominium Property Act and condominium declaration, if applicable. Seller shall further provide an Affidavit of Title.

PRORATIONS:

The following items, if applicable, shall be prorated as of the date of closing: (a) insurance premiums; (b) general real estate taxes, including special service areas, if any; (c) rents and security deposits; (d) interest on mortgage indebtedness assumed; (e) water taxes; homeowners and/or condominium/townhome association dues and assessments; (f) prepaid service contracts. Prorations of general taxes shall be on the basis of 105% of the last ascertainable (full year's) tax bill. If the amount of the last ascertainable tax bill reflects a homeowner, senior citizen, or other exemption, Seller has, will, or authorizes Buyer to, timely submit all necessary documentation to the Assessor's office to preserve such exemption(s). Seller represents and warrants that there are no new improvements that were not fully assessed in the prior year's tax bill. If said bill is based on a partial assessment or on an unimproved basis for improved property, a written agreement (with escrow) for final proration when the complete assessment information is available from the County Assessor shall be signed at closing by the parties hereto.

SURVEY:

Seller shall furnish to Buyer a current boundary survey (dated not more than 6 months prior to the closing date) under certification by an Illinois licensed land surveyor showing the location of all improvements, easements and building lines. A "MORTGAGE INSPECTION" DOES NOT SATISFY THE SURVEY REQUIREMENT AS IT IS NOT A BOUNDARY SURVEY. The location of all improvements on the subject property shall be within the lot lines and not encroach upon any easements or building lines, and said survey shall show no encroachments from adjoining properties. In the event said survey discloses encroachments, these encroachments shall be insured by the title company for Buyer and Buyer's lender at Seller's expense. Seller and Buyer shall split the cost of such survey.

COMMISSION:

Real estate broker's commission shall be paid in accordance with the terms of the listing agreements and Buyer representation agreements of the respective parties, unless otherwise agreed in writing by the respective parties and their brokers. Seller's and Buyer's brokers are identified on page four (4) hereof.

ATTORNEY REVIEW:

Except for the purchase price, the attorneys for the parties may, in good faith, approve, disapprove, or make modifications to this Contract within five (5) business days from the Contract Date (excluding Saturday, Sunday, and legal holidays). Notice of disapproval or modification shall be in writing, served upon the other party or his agent and, in the event of modification, shall state the specific terms to be modified and the proposed revisions. IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT. THE PARTIES ACKNOWLEDGE THAT MODIFICATION, PURSUANT TO THIS PROVISION, SHALL CONSTITUTE A COUNTEROFFER.

CLEAN CONDITION:

Seller shall leave the premises in broom-clean condition. All personal property not to be conveyed to Buyer and all refuse shall be removed from the premises at Seller's expense by the possession date.

PROPERTY INSPECTION CONTINGENCY: (Select one applicable option)

___ Buyer declines to have a professional property inspection performed, and this Contract shall not be contingent upon such an inspection,

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OR

Buyer shall have the right, for a period of five (5) business days following the date of acceptance of this Contract, to have a home inspection of the subject property and its improvements, and radon and mold testing, by a licensed inspection service of Buyer's choice at Buyer's cost. The home inspection shall cover ONLY the major components of the Premises: central heating system(s), central cooling system(s), interior plumbing system, electrical system, all mechanical systems, and structural components, consisting of roof, walls, windows, ceilings, floors and foundation. A MAJOR COMPONENT SHALL BE DEEMED TO BE IN OPERATING CONDITION IF IT PERFORMS THE FUNCTION FOR WHICH IT IS INTENDED, REGARDLESS OF AGE, AND DOES NOT CONSTITUTE A THREAT TO HEALTH OR SAFETY. Buyer shall hold harmless and indemnify Seller from and against any loss or damage caused by the acts of negligence of Buyer or any person performing such inspection. BUYER AGREES MINOR REPAIRS AND ROUTINE MAINTENANCE ITEMS ARE NOT A PART OF THIS CONTINGENCY. The parties agree that repairs (defined herein to include repairs and radon and/or mold remediation) which do not exceed, in the aggregate, \$500.00 to remedy, shall be considered minor deficiencies for the purpose of this paragraph and Buyer agrees to assume those repairs with no allowance from Seller. Buyer, within the five (5) business days after acceptance of Contract, shall have the right and option to serve written notice upon Seller, Seller's listing agent, or attorney of the above deficiencies disclosed by the inspection report when the cumulative cost of repair exceeds the limitation set forth herein, and Buyer shall have the right to request repair of all such deficiencies. In the event Buyer makes a request for repair, Buyer shall set forth each specific deficiency and the corresponding requested repair thereof. Buyer shall immediately deliver a copy of the inspection report to Seller. Seller shall, within five (5) business days thereafter, notify Buyer that (i) Seller will repair such deficiencies; (ii) Seller will, at closing, credit the Buyer in an amount equal to the reasonable cost of the repair of such deficiencies; or (iii) Seller proposes to negotiate the cost or obligation of correcting certain defects; or (iv) Seller will neither repair nor provide a credit. In the event Seller selects option (iv), upon receipt of the Seller's notice, Buyer shall within two (2) business days thereafter, notify Seller of Buyer's election to either proceed with the transaction, waiving all home inspection repair requests, or declare the Contract null and void, in which case all earnest money shall be promptly refunded to Buyer. If either party fails to timely respond, the other party shall have the option to declare the contract terminated. The parties hereto agree that the following items are accepted by Buyer 'As Is', shall not be made a part of Buyer's request for repairs, and shall not be further negotiated:

IN THE ABSENCE OF WRITTEN NOTICE OF REQUEST FOR REPAIRS FROM BUYER WITHIN THE TIME SPECIFIED HEREIN, THIS HOME INSPECTION CONTINGENCY SHALL BE DEEMED WAIVED BY THE BUYER AND NO LONGER A PART OF THIS REAL ESTATE CONTRACT.

WATER AND SEWER: (Select one applicable option)

The subject property is served by a city, municipal, or community water and sewage treatment system (well and septic test provision inapplicable),

OR

Well and Septic Test: The subject property is not served by a city, municipal, or community water and/or sewage treatment system. Seller, at his expense, prior to closing, shall obtain and deliver to Buyer a water test performed by or acceptable to the county in which the property is located, and a septic system test indicating that the system is in proper operating condition and in compliance with applicable state, county and local statutes. Such tests shall be performed not more than 60 days prior to the closing date. If either of said written test reports indicate that the water is not potable, that the septic system is not in proper operating condition, or that the systems are not in compliance with the relevant statutes, Seller shall have the option to make the necessary repairs and bring the system(s) into compliance prior to the closing date. In the event Seller elects not to make the necessary repairs, then this Contract, at the option of Buyer, shall become null and void, and all earnest money shall be refunded to Buyer.

FLOOD PLAIN:

Buyer shall have the option of declaring this contract null and void within five (5) days of receipt of any written notice or disclosure, including the Residential Real Property Disclosure Report, that the property is located in a special flood plain hazard area, which requires the Buyer to obtain flood insurance, or is in a wetland. This option shall not exist in the event such written notice or disclosure was provided in a Residential Real Property Disclosure Report executed by both Seller and Buyer prior to the Contract Date.

PERFORMANCE/ DEFAULT/ RELEASE OF EARNEST MONEY:

The earnest money and this Contract shall be held by _____ (Escrowee) for the benefit of the parties hereto, and applied to the purchase price at closing. In the event of a default by Seller or Buyer, the parties are free to pursue any legal remedies available at law or in equity. THERE SHALL BE NO DISBURSEMENT OF EARNEST MONEY UNLESS ESCROWEE HAS BEEN PROVIDED WITH A WRITTEN AGREEMENT FROM SELLER AND BUYER OR AN ORDER OF COURT. Absent an agreement relative to the disbursement of earnest money within a reasonable period of time, Escrowee may deposit the funds with the Clerk of the Circuit Court by the filing of an action in the nature of an interpleader. Escrowee shall be reimbursed from the earnest money for court costs related to the filing of the interpleader action. Seller and Buyer hereby indemnify and hold Escrowee harmless from any and all claims and demands arising out of any release of earnest money pursuant to a written agreement of the parties or court order.

TERMITE INSPECTION:

Prior to closing, the Seller, at his expense, shall deliver to Buyer a written report from an inspection company certified to do termite inspections by the State Department of Public Health, dated not more than six (6) months prior to the closing date, stating that there is no visible evidence that the premises are infested by active termites or other wood boring insects. Unless otherwise agreed between the parties, if the report discloses evidence of active infestation or structural damage, the Buyer shall have the option within five (5) business days of his receipt of the report to proceed with the purchase or declare the Contract null and void. This provision shall not be applicable to condominiums or to newly constructed property having been occupied for less than one year following completion of construction.

GENERAL CONDITIONS AND STIPULATIONS:

- Both Seller and Buyer agree to execute all documents and provide all information necessary to enable any lender to issue a commitment for mortgage or trust deed and to close this sale.
- Seller represents that he has not received any notice from any governmental body of any ordinance, zoning or building code violation, condemnation proceeding, pending rezoning, or special assessment proceedings affecting the property.
- Facsimile signatures to the Contract and Riders shall be binding as if they were original signatures. All notices herein required shall be in writing and served upon the parties at the addresses shown on this Contract or upon the attorney for such party. In the event the name and address of either party, and the party's attorney, are omitted from the contract or are illegible, written notice may be served upon such party's realtor, as their agent. Facsimile

UNOFFICIAL COPY**EXHIBIT E****RENTAL RATES IF OPTION TO PURCHASE NOT EXERCISED**

Monthly Rent	Annual Rent	Year	Time Period
\$36,760.00	\$441,000.00	1	Sept. 1, 2012 to August 31, 2013
\$38,587.50	\$463,050.00	2	Sept. 1, 2013 to August 31, 2014
\$40,616.88	\$486,202.50	3	Sept. 1, 2014 to August 31, 2015
\$42,542.72	\$510,512.63	4	Sept. 1, 2015 to August 31, 2016
\$44,669.85	\$536,038.26	5	Sept. 1, 2016 to August 31, 2017
\$46,903.35	\$562,840.17	6	Sept. 1, 2017 to August 31, 2018
\$49,248.51	\$590,982.18	7	Sept. 1, 2018 to August 31, 2019
\$51,710.94	\$620,531.29	8	Sept. 1, 2019 to August 31, 2020
\$54,296.49	\$651,557.85	9	Sept. 1, 2020 to August 31, 2021
\$57,011.31	\$684,135.74	10	Sept. 1, 2021 to August 31, 2022
\$59,861.88	\$718,342.53	11	Sept. 1, 2022 to August 31, 2023
\$62,854.97	\$754,259.66	12	Sept. 1, 2023 to August 31, 2024
\$65,997.72	\$791,972.64	13	Sept. 1, 2024 to August 31, 2025
\$69,297.61	\$831,571.27	14	Sept. 1, 2025 to August 31, 2026
\$72,762.49	\$873,149.84	15	Sept. 1, 2026 to August 31, 2027

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Exhibit F

GUARANTY

FOR VALUE RECEIVED, and in consideration of, and as an inducement for the execution and delivery of the foregoing and attached Lease demising Lease Premises (hereinafter called the "Lease"), by Konstantinos Kokkinis, the Landlord therein named (hereinafter called the "Landlord") to the Tenant therein named Dixmoor, Inc. (hereinafter called the "Tenant"), the undersigned Konstantinos Matsas, George Pappas and Frank Kopanis (hereinafter called the "Guarantor"), hereby guarantees to the Landlord, its successors and assigns, the full and prompt payment of rent, including, but not limited to, the Fixed Minimum Rent, Real Estate Taxes and any and all other sums and charges payable by the Tenant, its successors and assigns, under said Lease, and further hereby guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by the Tenant, its successors and assigns; and the Guarantor hereby covenants and agrees to and with the Landlord, its successors and assigns, that if default shall at any time be made by the Tenant, its successors and assigns, in the payment of any such Fixed Minimum Rent, Real Estate Taxes, and any and all other sums and charges payable by the Tenant, its successors and assigns, under said Lease, or if Tenant should default in the performance and observance of any of the covenants, terms, conditions or agreements contained in said Lease, the Guarantor will forthwith pay such rent and other such sums and charges to the Landlord, its successors and assigns, and any arrears thereof, and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and agreements and will forthwith pay to the Landlord all damages that may arise in consequence of any default by the Tenant, its successors and assigns, under said Lease, including without limitation, all reasonable attorneys' fees, disbursements incurred by the Landlord or caused by any such default and/or by the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional guaranty of payment and of performance. It shall be enforceable against the Guarantor without the necessity of any suit or proceedings on the Landlord's part of any kind or nature whatsoever against the Tenant, its successors and assigns, and without the necessity of any notice of nonpayment, nonperformance or nonobservance or of any notice of acceptance of this Guaranty or of any other notice of demand to which the Guarantor hereby expressly waives; and the Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by the Landlord against the Tenant, or against the Tenant's successors and assigns, of any of the rights or remedies reserved to the Landlord pursuant to the provisions of the said Lease or by relief of Tenant from any of Tenant's obligations under this Lease or otherwise (including, but not by way of limitation, the rejection of said Lease in connection with proceedings under the bankruptcy laws now or hereafter in effect).

This Guaranty shall be a continuing guaranty and the liability of the Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of said Lease, or by reason of any extension of time that may be granted by the Landlord to the Tenant, its successors or assigns or a changed or different use of the Leased Premises consented to in writing by Landlord, or by reason of any dealings or transactions or matters or things occurring between the Landlord and the Tenant, its successors or assigns, whether or not notice thereof is given to the Guarantor.

The Landlord's consent to any assignment or assignments, and successive assignments by the Tenant and Tenant's assigns of the Lease made either with or without notice to the Guarantor shall in no matter

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whatsoever release the Guarantor from any liability as Guarantor.

The assignment by Landlord of the Lease and/or the avails and proceeds thereof made either with or without notice to the Guarantor shall not release Guarantor from any liability as Guarantor.

All of the Landlord's rights and remedies under the said Lease or under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.

If Guarantor is more than one person, the obligations hereunder shall be joint and several.

Dated this 25th day of August, 2006.


KONSTANTINOS MAFKAS

318-82-7254
Social Security No.


GEORGE PAPPAS

360-78-5716
Social Security No.


FRANK KOPANIS

334-66-6177
Social Security No.