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Doc#: 1534157012 Fee: \$68.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 12/07/2015 03:18 PM Pg: 1 of 16

# DOOR OR **COMMERCIAL LEASE**

17450 S Halsted St Homewood, IL 60430

LOT 1 IN RICHMOND SUBDIVISION, BEING A SUBDIVISION IN THE EAST ½ OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 2, 1980 AS DOCUMENT 25688712 (EXCEPTING FROM SAID LOT 1 THAT PART DEDICATED FOR STREET BY PLAT OF DFD CATION RECORDED NOVEMBER 30, 1984 AS DOCUMENT 27355903) IN COOK COUNTY, ILLINOIS. in the option of the option of

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#### COMMERCIAL LEASE

17540 S. Halsted Street Homewood, Illinois 60430

DATE OF LEASE	TERM OF LEASE		SECURITY DEPOSIT
	BEGINNING	ENDING	
January 1, 2014	January 1, 2014	December 31, 2016	\$1,560.00

Location of Premises.

17540 S. Halsted Street, Homewood, Illinois 60430

Suite 101 "Premises"

Approximately 1,718 Square Feet

Purpose:

Operation of a law office and for no other purposes without the

consent of Lessor, in Lessor's sole discretion.

LESSEE:

LESSOR:

NAME	NAME
Johnson & Grant-Johnson, Ltd.	Lusky Lakes Acquisitions I, LLC
ADDRESS	ADDRESS
17450 S. Halsted St., Unit 101	11175 Cicero Dr., Suite 100
CITY	CITY
Homewood, Illinois 60430	Atlanta, GA 3002!

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

- 1. <u>PAYMENT</u>. Rental payments shall be paid in advance upon the first day of every calendar month of the Term hereof. All payments shall be made to the Lessor at the address above, or at such place as the Lessor may from time to time designate.
- 2. <u>RENT.</u> Minimum monthly rental for said Premises during said Lease Term shall be paid in the following manner:

Months	Kent
January 1, 2014 – December 31, 2014 January 1, 2015 – December 31, 2015	\$1,560.00 per month \$1,606.80 per month
January 1, 2016 – December 31, 2016	\$1,655.00 per month

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Rent shall mean and include all amounts of money due and payable to Lessor under the terms of this Lease.

- 3. <u>LATE CHARGES</u>. If Lessor does not receive any payment required of Lessee in this lease within five (5) days after it is due, Lessee shall pay Lessor a late charge of 10% of the amount then due and payable. This late charge shall not preclude Lessor from exercising any legal or equitable remedies available as the result of the late payment, and is imposed in addition to all such other remedies.
- 4. <u>SECURITY DEPOSIT</u>. Lessee has deposited with Lessor the sum of \$1,560.00 as a security deposit for the performance of each and every covenant and provision of this Lease, and covenants to maintain the entire deposit with Lessor until the termination of this Lease. If Lessee fully and faithfully performs its obligations under this Lease, the deposit shall be returned to Lessee upon termination of the lease term, subject to deductions for any damages to the leased premises. If Lessee fails to faithfully discharge all of its obligations under this Lease, the security deposit may be applied by Lessor against any amounts owed by Lessor.
- 5. OCCUPANCY. Lessee agrees to accept the Premises in an absolutely "as is" condition, and Lessee acknowledges that Lessor, its agents, attorneys, representatives and employees have not and do not make any representations or warranties, express or implied, to regarding the Premises. Lessor grants Lessee occupancy of the Premises effective the date of the commencement of the lease term set forth above.
- 6. TAXES. The term "Real Estate Taxe" shall mean and include any and all taxes, assessments and other governmental charges, general and special, ordinary and extraordinary, of any kind and nature whatsoever, on all land, buildings and improvements (including the Premises), including, but not limited to, assessments for public improvements or benefits and all rental or rental use taxes related to the Premises assessed by any governmental authority whether measured by Lessee's gross rental payments or otherwise, which chall during the Term hereby demised be laid, assessed, levied, imposed upon or become due and payable and a lien upon the Premises or any part thereof.
  - (a) Real Estate Taxes are included in the rental payment set forth above.
- 7. <u>UTILITIES & MAINTENANCE</u>. Utilities and building maintenance expenses are included in the rental payment set forth above. Lessee shall be responsible for the payment of its own office cleaning services, telephone and internet service, and light bulb replacements. Upon request, however, Lessor will replace fluorescent tubes for a charge of \$10.00 each, fluorescent ballasts for a charge of \$65.00 each and exit light bulbs for a charge of \$10.00 each, as scheduled by Lessor. Any lost keys Lessor is requested to replace will be replaced at a charge of \$10.00 each. Lessor may change the foregoing fees anytime during this lease at Lessor's sole discretion. Also, in the event of any lost keys, Lessor, in its discretion may require replacement of the lock(s) corresponding to the lost key and charge Lessee for the lock replacement and replacement keys for all tenants holding keys.
- 8. HVAC. Lessor will, between the hours of 8:30 am to 5:30 pm Monday through Friday and between 8:30 am and 1:00 pm on Saturday (or as otherwise determined by Lessor), when required by the season, furnish such heat and air conditioning in the Premises as may reasonably be required. Lessor shall not be held liable for damages or loss occasioned by i) the failure of the heating apparatus to heat or cool the Premises sufficiently ii) any leakage or breakage of any pipes within the Building or the Premises iii) any defect in the electric wiring or

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iv) any other defect, latent or patent, in, around or about the Building in which the Premises are located.

- 9. <u>RULES</u>. Lessee shall be required to maintain the Premises in a proper, orderly and professional standard of care. Lessee shall observe and comply with the Rules and Regulations, attached hereto and made a part hereof, and any other Rules and Regulations as the Lessor may impose from time to time.
- 10. <u>SURRENDER</u>. Lessee shall quit and surrender the Premises at the end of the term, whether by lapse of time or otherwise, in good condition, with all keys thereto. Any property or possessions of Lessee remaining after the surrender of the premises, or after any termination of this lease, may be disposed of by Lessor, at Lessee's expense, with or without notice, and without any liability of Lessor to Lessee for such disposition. Beginning ninety (90) days prior to the Lease termination, it this lease has not been extended, Lessor shall have the right to show the Premises to prospective tenants and to enter into a lease with such prospect.
- or otherwise, if Lessee fails to yield up immediate and peaceable possession to Lessor, Lessor may elect: (a) to charge Lessee as liquidated damages, for the whole time such possession is withheld, the sum of \$100.00 per day: (b) to renew Lessee's lease for an additional one (1) year period at double the previous monthly reptal; or (c) to charge Lessee the actual amount of any loss suffered by Lessor including, but not limited to lost rent, attorney's fees, court costs, expenses, and any amounts for which Lessor becomes liable for failing to timely deliver the premises to a subsequent lessee. With respect to the subjects of abandonment, re-entry, reletting, and removed property, Lessor shall have those rights accorded under and by virtue of Illinois statutory and case law (unless otherwise provided herein). In the event Lessee abandons the premises, Lessor shall have the right to re-enter the premises, dispose of any property of Lessee's therein, with or without notice, without any liability to Lesse: therefor, and to relet the same on such terms as Lessor deems appropriate under the circumstances.
- 12. <u>DEFAULT</u>. Any one or more of the following occurrences or acts shall constitute an "Event of Default" under this Lease if Lessee, at any time during the Term shall: (a) fail to pay Rent when due and such failure continues for five days after Lessor shall have delivered to Lessee written notice of such failure, or (b) fail to cure, within ten days after notice iron Lessor, any hazardous condition which Lessee has created or suffered in violation of law or this Lease, or (c) fail to observe or perform any other provision of this Lease 20 days after Lesson shall have delivered to Lessee written notice of such failure; or (d) make any assignment for the benefit of creditors or become bankrupt or insolvent or take the benefit of any statute for bankrupt or insolvent debtors or, if a corporation, shall take any steps or suffer any order to be made for its winding-up or other termination of its corporate existence; or a trustee, receiver or receiver-manager or agent or other like person shall be appointed of any of the assets of the Lessee.

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- 13. <u>REMEDIES</u>. If an Event of Default occurs, all rent due to the end of the lease term shall be immediately accelerated, due, and payable in full, and Lessor may pursue any remedy available, at law or in equity, and Lessee shall pay all of Lessor's actual costs incurred to enforce the terms of this lease including, but not limited to, attorney's fees, court costs and any storage or disposal costs for property or possessions of Lessee's which are not timely removed from the Premises. Lessor may, but shall not be obligated to, cure any default by Lessee, and whenever Lessor so elects, all costs and expenses paid or incurred by Lessor in curing such default, including, without limitation, reasonable attorneys' fees, shall be so much additional Rent due on demand with interest as provided in herein.
- 14. NTERIOR ALTERATIONS. Lessee shall not make any alterations in or additions to the Premises, including its mechanical systems, or make any contract therefore, without first obtaining Lessor's vritten consent. All alterations, additions, improvements and fixtures, except Lessee's trade fixtures, made or installed upon the Premises, shall be the property of Lessor and shall remain upon and be surrendered with the Premises at the termination of this Lease, whether by lapse of time or other vise, all without compensation or credit to Lessee, provided however, if prior to said termination, or within fifteen (15) days thereafter, Lessor so directs by written notice to Lessee, Lessee shall promptly remove the additions, improvements, fixtures, trade fixtures and installations which were placed in the Premises by Lessee and which are designated in said notice, and repair any damage occasioned by such removal; and in default thereof, Lessor may effect said removal and repairs at Lessee's expense. Any floor covering that is cemented or otherwise adhesively affixed to the floor of the Premises shall not be considered a trade fixture. Any wallpapering shall be completely stripable and applied only after proper preparation of the walls to ensure stripability. Lessor may require any surfaces wallpapered or repainted by Lessee to be returned to their original color and condition upon termination of this lease.
- 15. EXTERIOR ALTERATIONS & SIGNS. Lessee shall not install any exterior lighting or fixtures, shades or awnings, or make any exterior decoration or painting, or make any changes to the office front without Lessor's prior written consert. No signs shall be displayed without the prior written consent and approval of the Lessor, whice shall not be unreasonably withheld. Lessee, at Lessee's sole cost and expense, shall be allowed to install upon the entrance door to Lessee's office, Lessee's business name, the personal names of an persons involved in Lessee's business, and Lessee's suite number.
- 16. <u>USES</u>. Lessee shall decorate, maintain and keep in good order, condition and repair, the Premises. Lessee shall not do or permit anything to be done in or about the Premises, nor bring or keep anything therein which is not within the permitted use of the Premises, which will in any way increase the existing rate of or affect any fire or other insurance upon the Premises or any of its contents, or cause a cancellation of any insurance policy covering said premises or any part thereof or any of its contents. Lessee shall not use nor allow the Premises to be used for any improper, immoral, unlawful or objectionable purposes; nor shall Lessee cause or maintain or permit any nuisance in, on or about the Premises. Lessee shall not commit nor allow to be committed any waste in or upon the Premises. Lessee agrees to conduct its business at all times in a manner consistent with reputable business standards and practices, in good faith, and in such manner that Lessor will at all times receive the maximum amount of rental from the operation of its business on the Premises. Lessee shall restore the Premises to Lessor, in good condition, with glass of like kind and quality in the several doors and windows thereof, entire and unbroken, as is now therein, and will not allow any waste, misuse or neglect of any part of the Premises and will pay Lessor for all damages (including extra cleaning expenses) to the Premises or common areas caused by Lessee, its agents, patients, clients, or customers, as well as for all damage to other tenants of the Building, caused by any waste, misuse, or neglect as aforesaid.

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- 17. FEES, LICENSES, COMPLIANCE. Lessee shall be responsible for the payment of all inspection fees, license fees, or business operating fees and licenses of any kind (including any fire equipment inspection fees or maintenance fees and the replacement of any fire extinguishers) that may be required by the Village, City or any governmental agency that pertains specifically to the Lessee's Premises. Lessee agrees to comply with all laws of the State of Illinois and the United States (including, but not limited to, the American Disabilities Act) and ordinances of the County of Cook and the Village of Homewood, or other governmental authority having jurisdiction, as to sanitary, health and safety conditions, and as to the use of the Premises. In particular, Lessee shall comply with all fire inspection requirements of the Village of Homewood or any other governmental entity, and shall maintain its premises in compliance with all fire codes, at all urges.
- 18. <u>INDEMNIFICATION</u>, NONLIABILITY. Lessee shall indemnify and hold harmless Lessor against any and from any and all claims and litigation arising from Lessee's use of the Premises, or from the conduct of its business, or from any activity, work, or other things done, permitted or suffered by Lesser in or about the Premises, or otherwise, and shall further indemnify and hold harmless Lessor against and from any and all claims arising from any breach or default in the performance of any ooligation on Lessee's part to be performed under the terms of this Lease, or arising from any actor negligence of Lessee, or any officer, agent, employee. guest or invitee of Lessee, and from all costs, attorney's fees and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceedings be brought against Lessor by r ason of such claim, Lessor may select counsel of its choice to defend Lessor at Lessee's expense, o' I essee, upon notice from Lessor, shall defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor. Lessee, as a material part of the consideration to Lessor, hereby assumes all rick of damage to property or injury to persons in, upon or about the Premises; and Lessee here'v waives and releases all claims in respect thereof against Lessor. Lessee shall give prompt notice to Lessor in case of casualty or accidents in the Premises or occurring upon the common areas of the building. Lessor and its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which rany leak from any part of the Building or from the pipes, appliances or plumbing works therein, or from the roof, street or subsurface, or from any other dampness, or any other cause whatsoever.
- 19. <u>ASSIGNMENT</u>. Lessee agrees not to assign, mortgage or in any marger transfer this Lease or any interest thereunder, and not to sublet the Premises nor any part thereof and not to permit the use nor occupancy thereof by anyone other than Lessee without the previous written consent of Lessor in each instance. Consent by Lessor to one assignment or subletting, or such use or occupancy of the Premises, shall not be a waiver of Lessor's rights under this Paragraph as to any subsequent assignment, subletting, use, or occupancy.
- 20. <u>INSPECTION</u>. Lessee agrees that Lessor, its agents, employees or servants, or any person authorized by Lessor may, during normal business hours and with reasonable advance notice, enter the Premises for the purpose of inspecting the condition of the same and to make such repairs, additions, improvements, and changes to the Building of which they are a part, as Lessor may elect to make, and to exhibit the same to prospective purchasers of the Building in which the Premises are contained, and to prospective tenants. Nothing herein contained, however, shall be deemed or construed to impose upon Lessor any obligation or liability whatsoever for care, supervision, repair, improvements, additions, changes or alterations of the Premises or the Building of which it is a part, nor any part thereof, other than as herein expressly provided.

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- 21. <u>DESTRUCTION OF PREMISES</u>. In the event the Premises shall be destroyed or so damaged by fire, explosion, or other casualty as to be untenantable, Lessor may restore the Premises within one-hundred fifty (150) days after such destruction or damage (the "restoration deadline"), and if Lessor does not so restore the Premises by the restoration deadline, then either party may terminate this Lease, and the Term demised as of the date of the destruction or damage, in either case by giving the other party notice within thirty (30) days after the restoration deadline. In the event the Premises shall be damaged as aforesaid, but are not thereby rendered untenantable. Lessor shall restore the Premises with reasonable dispatch. Lessor shall not be liable or corporable for any delays in rebuilding or repairing due to labor controversies, riots, acts of God, national emergency, acts of public enemy, governmental laws or regulations, inability to procure materials or labor, or any other causes beyond its control.
- 22. <u>CONDEMNATION</u>. If all or a substantial portion of the Premises shall be taken or condemned for any public or quasi-public use or purpose by any competent authority by the exercise of the right of emine in domain or by agreement or conveyance in lieu thereof, Lessor and Lessee shall each have the right to terminate this Lease upon notice to the other party within 30 days after possession is taken by the authority. If this Lease is terminated pursuant to this Section, it shall terminate as of the date possession shall be so taken. If this Lease is not so terminated, it shall terminate only with respect to the parts of the Premises, if any, so taken as of the date possession shall be taken by such a unority, and thereafter the Base Rent shall be reduced in direct proportion to the amount of leaseable space of the Premises taken. Lessor shall be entitled to receive the entire award or payment in connection with any condemnation, except that Tenant shall have the right to file any separate claim available to Lessee for any taking of Lessee's personal property and fixtures belonging to Lessee which are removable by Lessee upon expiration of the Term, and for moving expenses (so long as such claim does not diminish the award available to Lessor, and such claim is payable separately to Lessee).
- 23. <u>NOTICES</u>. Notices may be served on either party, at the respective addresses given at the beginning of this Lease, either (a) by delivery or causing to be hand delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective address. in which event the notice shall be deemed to have been served at the time that the copy is mailed.
- 24. <u>INSURANCE</u>. Lessee shall maintain throughout the term of the Lease, at us expense, insurance of the following character:
- (1) A policy of comprehensive public liability insurance insuring Lessor and Lessee against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than \$500,000 for injury or death of one person in any one accident or occurrence and in the amount of not less than \$1,000,000 for injury or death of more than one person in any one accident or occurrence.
- (2) casualty insurance against loss or damage by fire and other risks from time to time included under "extended coverage" policies, in the amount of the full replacement cost of all tenant improvements and all subsequent alterations, improvements and changes to the Premises and all furniture, trade fixtures, equipment, merchandise and all other items of Lessee's property on the Premises including builders risk coverage on any improvements under construction in the Premises,

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(3) workmen's compensation insurance in amounts required by applicable law or statute covering all persons employed in connection with any work done on or about the Premises with respect to which claims for death or bodily injury could be asserted against Lessor, Lessee or the Premises:

The limit of any such insurance shall not, however, limit the liability of the Lessee hereunder. Lessee may provide this insurance under a blanket policy, provided that said insurance shall have a Lessor's protective liability endorsement attached thereto. If Lessee shall fail to procure and maintain said insurance, and to timely provide proof thereof, Lessor may, but shall not be required to produce and maintain same, but at the expense of Lessee. Insurance required hereunder shall be in companies rated A:XII or better in "Best's Key Rating Guide." Lessee shall deliver to Lessor, prior the commencement of this Lease, copies of policies of liability insurance required herein or pertificates evidencing the existence and amount of such insurance with loss payable clauses satisfactory to Lessor. No policy shall be cancelable or subject to reduction of coverage without at least thirty (30) days prior notice to Lessor. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Lessor may carry. Lessee shall annually provide Lessor, within fifteen (15) days after each anniversary date of Lessee's tenancy, a current certificate of insurance, or other evidence satisfactory to Lessor, establishing the previously stated insurance coverage to be in effect.

- 25. <u>LIENS</u>. Lessee agrees not to to nor permit to be done any act or thing which may create a mechanic's lien or claim for lien against the property, Building, or real property of which such Premises may be a part. In the event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said iten within ten (10) days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof, or as Lessor deems otherwise appropriate, and without any investigation or contest of the validity thereof; and Lessee shall pay Lessor upon demand the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.
- 26. <u>SUBORDINATION</u>. This Lease is subject to and subordingte at all times to the lien of existing and future mortgages on the Leased property. Although no instrument or act on the part of Lessee shall be necessary to effectuate such subordination, Lessee will, nevertheless, execute and timely deliver to Lessor upon request the following:
- (1) Such instruments subordinating this Lease to the lien of any mortgage as may be desired by any mortgagee; (2) Such "estoppel certificates" as may be desired by any mortgagee; (3) Such acknowledgments and consents to assignment of Lessor's interest in Lease, as may be desired by any mortgagee.

Lessee hereby appoints Lessor his/her/its attorney in fact, irrevocably, to execute and deliver any such instrument for Lessee.

27. <u>PARTIES</u>. The words "Lessor" and "Lessee" wherever used in this Lease shall be construed to mean Lessors and Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

- 28. <u>PARKING</u>. Lessee shall have the right to zero (0) assigned parking spaces for passenger vehicles only. Lessee shall not park any commercial vehicles such as trucks, vans, flatbeds, step trucks or the like in the parking lot. No vehicles shall be parked overnight. Lessor shall have the right to make changes to any assigned or dedicated parking spaces through the term of this Lease. Lessee shall pay for and install any signs for the dedicated parking spaces. Such signs shall be approved by Lessor.
- 29. MISCELLANEOUS. Nothing contained in this Lease shall be deemed to create the relationship of principal and agent, or of partnership, or any relationship between Lessor and Lessee other than the relationship of Lessor and Lessee. No waiver of any default of either party hereunder shall be implied from any omission by the other party to take any action on account of such default if soon default persists or is repeated, and no express waiver shall affect any default other than the defact pecified in the express waiver and that only for the time and extent therein stated. One or more varyers of any conditions of this Lease by either party shall not be construed as a waiver of subsequent breach of the same covenant, term or condition. Lessor's consent to, or approval of, any act by Less te requiring Lessor's consent or approval, shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar acts by Lessee. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions. The necessary grammitical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Lessee and to either corporation, associations, partnerships or individuals, mutes or females, shall in all instances be assumed as though in each case fully expressed. Subject to the restrictions on assignments, subleases and encumbrances set forth herein, all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. The relationship of the parties is that of landlord and tenant only, and nothing in this Lease shall be construed as creating a partnership, joint verture or principal-agent or any other relationship. Except as expressly otherwise provided herein, nother party shall have any right or power to create any expense or liability chargeable to the other party. The laws of the State of Illinois shall govern the validity, performance and enforcement of his Lease.
- 30. <u>LIMITATION ON RIGHT TO RECOVERY AGAINST LESSOR</u>. The term Lessor as used in this Lease, so far as the covenants or obligations on the part of Lessor are concerned, shall be limited to mean and include only the owner or owners at the time in cuestion of the Premises, and, in the event of any transfer or transfers of title thereto, Lessor named herein (and in case of any subsequent transfer or conveyance, the then grantor) shall be automatically relieved from and after the date of such transfer or conveyance of all liability as respects the performance of any covenants or obligations on the part of Lessor contained in this Lease thereafter to be performed. Lessee acknowledges and agrees that the liability of Lessor under this Lease shall be limited to its interest in the Premises and any judgments rendered against Lessor shall be satisfied solely out of the proceeds of sale of its interest in the Premises. No personal judgment shall lie against Lessor upon extinguishment of its rights in the Premises and any judgment so rendered shall not give rise to any right of execution or levy against Lessor's other assets. The provisions hereof shall inure to the benefit of Lessor's successors and assigns, including any mortgagee.
- 31. BROKER. Lessor acknowledges that Lessee was secured by Podolsky Circle, LLC ("Broker") and by reason of the execution of this Lease. Broker is entitled to a commission, fee or other compensation as defined by the Property Management Agreement for Hibernian Chicago Portfolio dated June 6th 2013 and executed by and between Lessor and Broker. No other Brokers are involved. Lessor shall be responsible to pay the Broker's Commission. For this lease to Podolsky Circle, LCC. While I have been accommission.

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- 32. COUNTERPARTS/FACSIMILE. This Lease may be executed in multiple counterparts and by facsimile. In the event of counterpart or facsimile execution: (a) all such counterparts shall be deemed one instrument when taken together: (b) all facsimile signatures shall be deemed valid and binding for all purposes upon transmission to the other party; and (c) original signatures shall be exchanged between the parties within two business days of execution by facsimile.
  - 32 Aessee shall execute the attached Personal Guaranty

LESSOR:

HUSKY LAKES ACCUISITION I, LLC

LESSEE:

JOHNSON & GRANT-JOHNSON, LTD.

Coot County Clart's Office

Attach Building Rules and Regulations Attach Rider to Commercial Lease Attach Suite Drawing

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#### PERSONAL GUARANTY

In consideration of, and as an inducement for the granting, execution and delivery of the foregoing Office Lease dated 1-1, 2019 ("Lease"), between HRAILLC, ("Lessor") and ItCJ, LTD. ("Lessee") and Well Druck personally ("Guarantor"), the undersigned Guarantor hereby guarantees to the Lessor, its successors and assigns, the full and unconditional payment of all Rent and all amounts of money due and payable to Lessor under the terms of the Lease and the full performance and observance of all covenants, terms, conditions and agreements therein provided to be performed and observed by Lessee, its successors and assigns; and Guarantor hereby covenants and agrees with Lessor, its successors and assigns, that if default shall at any time be made by the Lessee, its successors or assigns, in the payment of any such Rent and additional rent, payable by the Lessee under said Lease, or in the performance of any of the term, covenants, provisions or conditions contained in said Lease, the Guarantor will forthwith pay such cent and additional rent to the Lessor, its successors and assigns, and any arrearage thereof, and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and provisions and will forthwith pay to the Lessor all damages that may arise in consequence of any default by the Lessee, its successors and assigns, under the Lease, including, without limitation, all reasonable anorney's fees incurred by the Lessor or caused by any such default or by the enforcement of this Guaranty.

This Guaranty is an absolute, continuing and unconditional Guaranty of payment to Lessor. This Guaranty shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease. This Guaranty cannot be assigned, transferred, modified, changed, altered or terminated in any mariner whatsoever without the express written consent of the Lessor.

LESSOR:

CUARANTOR:

By:

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#### Building's Rules and Regulations

The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors or halls of the Building shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises demised to any tenant or occupant.

No awnings or other projection shall be attached to the outside walls or windows of the Building without the prior consent of Lessor. No curtains, blinds, shades, or screens shall be attached to or hung in, or used in connection with, any window or door of the premises demised to any tenant or occupant, without the prior consent of Lessor. Such awnings, projections, curtains, Lip is, shades, screens or other fixtures must be of a quality, type, design and color, and attached in a manner, approved by Lessor.

No s.gr. advertisement, object, notice or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside or inside of the premises demised to any tenant or occupant of the Building without the prior consent of Lessor. Interior signs on doors and directory tables, if any, shall be of a size, color and style approved by Lessor.

The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways of other public places in the Building shall not be covered or obstructed, nor shall any bottles, parcels, or other articles be placed on any window sills.

No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors, vestibules or other public parts of the Building.

The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. No tenant shall bring or keep, or permit to be brought or kept, any inflammable, combustible, explosive or inzardous fluid, materials, chemical or substance in or about the premises demised to such tenant.

No tenant or occupant shall mark, paint, drill into, or in any way deface any part of the Building or the premises demised to such tenant or occupant. No boring, cutting or stringing of wires shall be permitted, except with the prior consent of Lessor, and as Lessor may direct. No tenant or occupant shall install any resilient tile or similar floor covering in the premises demised to such tenant or occupant except in a manner approved by Lessor.

No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the premises demised to any tenant. No cooking shall be done or permitted in the Building by any tenant without the approval of the Lessor. No tenant shall cause or permit any unusual or objectionable odors to emanate from the premises demised to such tenant.

No space in the Building shall be used for manufacturing, for the storage of merchandise, or for the sale of merchandise, goods, or property of any kind at auction, without the prior consent of Lessor.

No tenant shall make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with other tenants or occupants of the Building or neighboring buildings or premises whether by the use of any musical instrument, radio, television set or other audio device, unmusical noise, whistling, singing, or in any other way. Nothing shall be thrown out of any doors or window.

No additional locks or bolts of any kind shall be placed upon any of the doors or windows, nor shall any changes be made in locks or the mechanism thereof. Each tenant must, upon the termination of its tenancy, restore to Lessor all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, such tenant.

All removals from the Building, or the carrying in or out of the Building or the premises demised to any tenant, of any safes, freight, furniture or bulky matter of any description must take place at such time and in such manner as Lessor or its agents may determine, from time to time. Lessor reserves the right to inspect all freight to be brought into the Building and to exclude from

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the Building all freight which violates any of the Rules and Regulations or the provisions of such tenant's lease.

No tenant shall use or occupy, or permit any portion of the premises demised to such tenant to be used or occupied, as an office for a public stenographer or typist, or to a barber or manicure shop, or as an employment bureau. No tenant or occupant shall engage or pay any employees in the Building, except those actually working for such tenant or occupant in the Building, nor advertise for laborers giving an address at the Building.

No vending machines of any description shall be installed, maintained or operated upon the premises demised to any tenant without the prior consent of Lessor.

Lessor's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon notice from Lessor, such tenant or occupant shall refrain from or discontinue such advertising.

Each tenant, refere closing and leaving the premises demised to such tenant at any time, shall see that all entrance doors are locked and all windows closed. Corridor doors, when not in use, shall be kept closed.

No premises shall be used, or permitted to be used for lodging or sleeping, or for any immoral or illegal purposes.

Building employees shall not be required to perform, and shall not be requested by any tenant or occupant to perform, and work outside of their regular duties, unless under specific instructions from the office of Lessor.

Canvassing, soliciting and peddling in the Building are prohibited and each tenant and occupant shall cooperate in seeking their prevention

There shall not be used in the Building, either by any tenant or occupant or by their agents or contractors, in the delivery or receipt of merch indise, freight, or other matter, any hand trucks or other means of conveyance except those equipped with rubber tires, rubber side guards and such other safeguards as Lessor may require.

If the Premises demised to any tenant become infested with vermin, such tenant, at its sole cost and expense, shall cause its premises to be exterminated, from time to time, to the satisfaction of Lessor, and shall employ such exterminators therefor as shall be approved by Lessor.

No premises shall be used, or permitted to be used, at any time, without the prior approval of Lessor, as a store for the sale or display of goods, wares or merchandise of any kind, or as a restaurant, shop, booth, or for the conduct of any business or occupation which predominantly involves direct patronage of the general public in the premises demised to such tenant, or for manufacturing or for other similar purposes.

No tenant shall clean any window in the Building from the outside.

No tenant shall move, or permit to be moved, into or out of the Building or the premises demised to such tenant, any heavy or bulky matter, without the specific approval of Lessor. If any such matter requires special handling, only a qualified person shall be employed to perform such special handling. No tenant shall place, or permit to be placed, on any part of the floor or floors of the premises demised to such tenant, a load exceeding the floor load per square foot which such floor was designed to carry and which is allowed by law. Lessor reserves the right to prescribe the weight and position of safes and other heavy matter, which must be placed so as to distribute the weight.

With respect to work being performed by a tenant in its premises with the approval of Lessor, the tenant shall refer all contractors, contractors' representatives and installation technicians to Lessor for its supervision, approval and control prior to the performance of any work or services. This provision shall apply to all work performed in the Building including installation of telephones, telegraph equipment, electrical devices and attachments, and

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installations of every nature affecting floors, walls, woodwork, trim, ceilings, equipment and any other physical portion of the Building.

Lessor shall not be responsible for lost or stolen personal property, equipment, money, or jewelry from the premises of tenants or public rooms whether or not such loss occurs when the Building or the premises are locked against entry.

Lessor shall not permit entrance to the premises of tenants by use of pass keys controlled by Lessor, to any person at any time without written permission from such tenant, except employees, contractors, or service personnel directly supervised by Lessor.

Each tenant and all of tenant's employees and invitees shall observe and comply with the driving and parking signs and markers on the Land surrounding the Building, and Lessor shall not be responsible for any damage to any vehicle towed because of noncompliance with parking regulations.

Without Lessor's prior approval, no tenant shall install any radio or television antenna, loudspeaker, music system or other device on the roof or exterior walls of the Building or on common walls with adjacent tenants.

Each cecifically designance the Building unless such and the Building unless such and fermoving and disposing of trass.

Ordinance governing such disposal. And entryways and elevators provided for such purposal. No tenant shall cause any unnecessar lai or by in the preservation of good order and cleanliness. Each tenant shall store all trash and garbage within its premises or in such other areas specifically designated by Lessor. No materials shall be placed in the trash boxes or receptacles in the Building unless such materials may be disposed of in the ordinary and customary manner of removing and disposing of trasii and garbage and will not result in a violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be only through entryways and elevators provided for such jurposes and at such times as Lessor shall designate.

No tenant shall cause any unnecessary layor by reason of its carelessness or indifference.

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#### RIDER TO COMMERCIAL LEASE

Renewal Options: Unless Tenant is in Default of the Lease and with ninety (90) day prior written notice to Landlord, Tenant shall have two (2) one (1) year Renewal Options at the following rental rates:

January 1, 2017 – December 31, 2017: \$1,705 per month January 1, 2018 – December 31, 2018: \$1,755 per month

Relocation: Landlord shall have the right at any time, upon giving Tenant not less than 30 days notice in writing to provide and turnish Tenape with comparable space elsewhere in the Building of approximately the same size as the Premises and to place Tenant in such space. If the total rentable square fortage of the new space should exceed the total of the original Promises, Rent skali de increased proportionately. If, however, such total rentable square footage In the event of any such shall be less, Tenank's Rent shall be decreased proportionately. of Tenant, Landlord shall pay for Tanant's reasonable moving costs; phovided, however, Amant shall not be criffed to any compensation for damages for any interference with of interruption of its business during or resulting from such relocation. However Andlord shall ke reasonable efforts to minimize such interference. Uf Tenant shall not fy Landlord within ten of receipt of notice from Landlord required above that Tenant does not want to relocate the new space, Landlord may at its option, erminate this Lease by sending Written notice thereof to Tenant, and upon the date specified in Landior t's notice the Term of this Cease shall expire as completely as if such date were the acte cet forth above for the termination of this Lease and there shall be no liability between the parties deept such liability agruing up to the date of Lease or the potential liability has the indomnifications in this Lease which are to survive the termination of this Lease. If Landlord relocates Tenant to such his space this Lease and each and all of its terms/covenants and conditions shall remain in full force and effect execution of any right(s) of this refusal, right(s) of first offer, or expansion right(s) or option(s), which shall be deemed void, and such new space shall thereafter be deemed to be the "Premises".

Option to Terminate: In the event of the death of either Wayne Johnson or Marilyn Johnson (the "Tenants") during the Term of the Lease, the surviving Tenant shall have the option to terminate this lease by providing written notice of termination to Landlord within thirty (30) days of the death of the deceased Tenant (the "Option to Terminate"). In the event that the surviving Tenant does not exercise the Option to Terminate within said thirty (30) day period, then the Option to Terminate shall be deemed waived and of no further force or effect.

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