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Karen A. Yarbrough
Cook County Clerk
Date: 09/30/2021 10:24 AM Pg: 1 of 17

Property of Cook County Clerk's Office

Cover Sheet

Attached by

First American Title Insurance Company

For the purpose of affixing Recording information

For this Commercial Leasehold Agreement

FIRST AMERICAN TITLE
FILE # 3113655

Accommodation recording only;
document not reviewed and
no insurance provided

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COMMERCIAL LEASEHOLD AGREEMENT

THIS LEASE made this 15th day of January 2021, by and between:

LESSOR: West 31st Street LLC., an Illinois Limited Liability Company

LESSEE: Taylor Excavating & Construction, Inc., an Illinois Corporation

1. SUMMARY OF LEASE TERMS:

The Lessor leases to Lessee and the Lessee leases from Lessor, subject to the terms, provisions, covenants, conditions, and limitations hereof those Lands and Improvements ("Property") described hereinafter:

The Property consisting of approximately 0.51 acres located at 1800 West 31st Street, Chicago, Illinois as more accurately described in Exhibit A and depicted in Exhibit B attached hereto and incorporated herein

Lessor's Mailing Address: 3525 N. Bell Street, Chicago, Illinois 60618

Lessee's Mailing Address: 1765 N. Elston Ave. Ste 204, Chicago, Illinois 60642

Base Lease Term: One year

Possession date: January 18, 2021. Same as Commencement Date.

Option Term: None

Base Rent: Lease Term: \$2,100 per month, Gross.

Utilities: Utilities serving only the Property are the sole responsibility of the Lessee.

Insurance: Prior to Lease commencement, Lessee shall provide proof of insurance satisfactory to Lessor in form and amount. Lessor shall be named as an additional insured on all insurances affecting the premises.

Taxes: Lessor is responsible for all Real Estate Taxes during the Base Term.

Past Due Base Rent and Additional Rent: If Base Rent or Additional Rent (hereinafter defined) is not received within five business (5) days of its due date, Lessee shall pay fifty dollars (\$50.00) as Additional Rent. Base Rent or Additional Rent not paid when due shall accrue interest at the rate of eighteen (8%) percent per annum, until such payment is received by Lessor.

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Security Deposit: None.

Subletting & Assignment: Lessee may not sublet or assign the Property without the express written consent of Lessor.

Property Maintenance: Lessee is solely responsible for the maintenance of the Property including but not limited to mechanical and electrical distribution systems within the premises or systems that exclusively serve the Property and improvements installed by either the Lessor or Lessee.

Lease in Contemplation of Purchase. The Lease Agreement is entered into by the parties in contemplation of Lessor purchasing the Property pursuant to the Option Rider No. 1 attached hereto as and incorporated herein.

2. TERM

Unless this Lease shall be sooner terminated as provided herein, the base term of the Lease is thirty (30) months, commencing on January 20, 2021 and terminating on July 20, 2024.

3. POSSESSION

Lessee shall be entitled to exclusive possession of the Property on the Commencement Date.

4. RENT

Lessee's obligation to pay rent begins on the Commencement Date of this Lease. Lessee shall pay rent at a *per diem* rate based on the Base Rent of this Lease until Lessee's first full month of Base Rent becomes due. The *per diem* shall be due and payable in addition to the first full month's rent payment due.

Base Rent shall be Two Thousand and One Hundred (\$2,100) Dollars per month during the Lease term. Lessee shall pay to Lessor the Base Rent and Additional Rent in advance of the first business day of each month during the term of the Lease. Base Rent and any Additional Rent shall be paid without deduction or offset. All Base Rent and any Additional Rent payments are to be made to the Lessor at its address set forth above. The obligation of Lessee to pay Base Rent and any Additional Rent hereunder and the obligation of Lessee to perform Lessee's other covenants and duties hereunder constitute independent, unconditional obligations to be performed at all times provided for hereunder.

5. UTILITIES

Lessor shall provide to the Property the primary utility services and equipment necessary to furnish adequate heating/ventilation/air conditioning; gas; hot and cold running water; sewer and plumbing services; communication services; and primary electrical service to the Property.

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6. INSURANCE

Prior to the Commencement Date, Lessee shall provide proof of insurance (i.e., General Liability) satisfactory to Lessor in form and amount. Lessor shall be named as an additional insured on any such insurance.

7. TAXES

Lessor shall pay Real Estate Taxes attributable to the Property during the base lease term.

8. SECURITY DEPOSIT

No Security Deposit.

9. HOLDOVER

Any holding over after the expiration of this Lease with the written consent of the Lessor shall be on the basis of a tenancy from month-to-month upon the same rent, terms and conditions of this Lease.

10. ASSIGNMENT AND SUBLET

Providing Lessor's consent in writing is first obtained, the Lessee may assign this Lease or sublet all or any part of the Property. In the event of such assignment or subletting of this Lease, Lessee will remain responsible for its obligations under this Lease unless the Lessee receives a written release from Lessor of any future responsibility.

11. SIGNS

The Lessee is permitted to erect such signs and install window lettering as is necessary for the conduct of its business provided that said signage and lettering conform to the requirements imposed by law.

12. REPAIRS

Lessee shall keep and maintain in good order, condition and repair at Lessee's expense the Property and every part thereof and any and all appurtenances thereto wherever located, including, but without limitation, the exterior and interior portion of all doors, door locks, door checks, windows, plate glass, within the Property including walls, floors, ceilings and lighting.

Lessee shall keep and maintain the Property in a clean, sanitary and safe condition and in accordance with all directions, rules and regulations of the proper officials of the governmental agencies having jurisdiction, at the sole cost and expense of Lessee, and Lessee shall comply with all requirements of law, by statute, ordinance or otherwise.

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affecting the Property and all appurtenances thereto. If Lessee refuses or neglects to commence and to complete repairs promptly and adequately, Lessor may, but shall not be required to, make and complete said repairs and Lessee shall pay the cost thereof to Lessor as Additional Rent upon demand.

Lessee shall take reasonable and ordinary examination procedures to insure that such odors, pests, insects, and rodents caused by Lessee's specific use of the Premises are eliminated and/or contained.

Lessor or its agents shall keep and maintain the structural portions of the Property exclusive of window frames located in exterior building walls, in good repair except that Lessor shall not be called upon to make any such repairs occasioned by the act of neglect of Lessee, its agents, employees, invitees, licensees or contractors. Lessor shall not be called upon to make any other improvements or repairs of any kind upon the Property.

13. ALTERNATIONS BY LESSEE/MECHANIC'S LIENS

The Lessee may make alterations or repairs to any part of the Property, structural or non-structural, provided that it makes them in a good workmanlike manner and the written consent of the Lessor is obtained before any such alterations or repairs are made. All alterations and/or fixtures placed in or moved upon the Property by Lessee, shall be at the sole risk of Lessee.

Lessee may install or cause to be installed any telephone or data transmission/receiving equipment, related antennae, computers, and all necessary wiring and conduits thereof. Lessee will indemnify Lessor for violations of applicable local, state, and federal codes directly controlling such Lessee installations.

Lessee will not permit any material man's or mechanic's lien or liens to be placed upon the Property during the term hereof as a result of any work performed, materials furnished, or obligation incurred by or at the request of Lessee. In the event such lien or liens are filed, Lessee will promptly pay or bond against same. If Lessee fails to pay or provide a bond within sixty (60) days after receipt of written notice thereof from Lessor to Lessee, the Lessor shall have the right, at Lessor's option, of vacating the same or any portion thereof without inquiry as to the validity thereof and any amounts so paid shall be repaid by Lessee.

14. LESSOR'S ALTERATIONS OR ADDITIONS

Lessor reserves the right to make repairs, additions, or alterations to the Property. However, in the event Lessor makes such additions, alterations, or repairs, Lessor agrees to use reasonable efforts not to unreasonably interfere with or disturb Lessee's business.

15. LESSOR'S LIEN

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Lessee hereby grants to Lessor a lien and security interest in all property of Lessee now or hereafter placed in or upon the Property and such property shall be and remain subject to such lien and security interest of Lessor for payment of all sums agreed to be paid by Lessee under this Lease. The provisions of this paragraph relating to such lien and security interest shall constitute a Security Agreement under and subject to the Illinois Uniform Commercial Code so that Lessor shall have and may enforce a security interest in all property of Lessee now or hereafter placed in or on the Property, in addition and cumulative of the Lessor's liens and rights provided by law or by other terms and provisions of this Lease. Lessor may enforce this Lessor's lien immediately upon a breach of this Lease by Lessee or in the event Lessee is vacating or is threatening to vacate the Property. Lessor may at its election at any time file a copy of this page of the Lease and the signature page of this Lease as a Financing Statement. The Debtor shall be Lessee and the Secured Party shall be Lessor.

16. DESTRUCTION

If the Property is damaged or destroyed by fire or other casualty during the term of this Lease and the same can be repaired or restored within one hundred twenty (120) days of the casualty, Lessor shall have the option of either terminating this Lease as of the date of casualty or may choose to restore or repair the Property. In the event Lessor chooses to restore or repair the Property, the Base Rent and Additional Rent otherwise payable under this Lease will abate in whole or in part proportionately to that part of the Property which is unusable by Lessee from the date of the casualty to the completion of the restoration or repairs. In the event damages are to such extent that the necessary repairs cannot be made within one hundred twenty (120) days from the date of the casualty or if the damages occur during the final six (6) months of the Lease Term, then Lessor must notify Lessee within thirty (30) days from the date of casualty, the time required to repair or restore the Property, and either party at its sole discretion and without further liability may cancel this Lease, as of the date of the casualty by giving written notice to the other party not more than thirty (30) days after the casualty. In the event of such cancellation, this Lease shall be of no further force or effect and neither party shall have any rights or obligations hereunder. If neither party exercises their right to cancel this Lease, Lessor will restore and repair the Property with due diligence. All Base Rent and Additional Rent otherwise payable hereunder shall abate from the date of the casualty until completion of the restoration and repairs necessary for Lessee to regain the Property ready for occupancy, in as good a condition as prior to the casualty.

17. EMINENT DOMAIN

If all of the Property is taken under the power of eminent domain or conveyed under the threat of condemnation proceedings; or, if only a part of the Property is taken or conveyed and the remainder is inadequate or unsatisfactory for Lessee's purposes then, this Lease shall terminate as of the date Lessee is required to give up the right to occupy or use any part of the Property so taken and Base Rent and Additional Rent shall abate when title is vested in such proceedings.

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The termination of this Lease as provided in this paragraph shall not operate to deprive Lessee of the right to make claim against the condemning authority for any damages suffered by Lessee, but Lessee shall have no right to make any claim against Lessor because of such termination, nor shall Lessee have any claim to any of the damages awarded to Lessor by the condemning authority.

18. ENTRY

The Lessee agrees to permit the Lessor and/or its authorized agent to enter the Property at any time, for inspecting, making such repairs as the Lessor may be required to make and during the last two (2) months of the Lease Term or any extension or renewal, to prospective Lessees. Insofar as Lessor may reasonably do so, Lessor shall perform any repairs, at such times and in such manner as will not unreasonably interfere with Lessee's use of the Property or the conduct of Lessee's business therein. Lessor shall have the right to enter the Property without notice in situations deemed to be emergencies.

19. SURRENDER

The Lessee, on the last day of the Lease Term will surrender the Property in as good a condition as when delivered to the Lessee, ordinary wear and tear, loss by fire, the elements, or by any insurable cause or any cause beyond the Lessee's control excepted, and with all of Lessee's personal property removed therefrom. All personal property of Lessee not removed within ten (10) days following such termination shall, at Lessor's option, become the property of Lessor, and Lessee shall be liable to the Lessor for all costs associated with Lessee's failure to comply with the provisions of this paragraph which sums will be payable immediately as Additional Rent.

20. INDEMNIFICATION

The Lessee will indemnify and hold the Lessor harmless from and against any and all actions, damages, liability and expense in connection with personal injury, death and damages to property arising from or out of the occupancy or use by the Lessee of the Property or any part thereof to the extent such loss, injury, or damage is the result of the acts or omissions of Lessee, its employees, agents, invitees, or contractors.

21. LESSEE'S INSURANCE

Lessee agrees at all times during the Lease Term or that it is in possession of the Property, at Lessee's sole cost and expense, to save Lessor and Lessor's mortgagee and beneficiaries and their respective agents and employees harmless and indemnified from all liability, injury, loss, cost, damage and/or expense (including reasonable attorneys' fees and expenses) in respect of any injury to, or death of, any persons, and/or damage to, or loss or destruction of any property while on the Property occasioned by any act or omission of Lessee or anyone claiming by, through or under Lessee and the foregoing covenants are intended to survive the expiration of the Lease Term or earlier termination of the Lease; to maintain, at Lessee's sole cost and expense, in responsible companies,

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public liability insurance, insuring Lessor and Lessor's mortgagee and beneficiaries and their respective agents and employees as to all coverage's, and Lessee, as their interests may appear against all claims, demands or actions for injury to or death of any one person in the amount of not less than \$2,000,000 and for injury or death of more than one person in any one occurrence in an amount not less than \$3,000,000 and for damage to property in an amount not less than \$50,000 made by or on behalf of any persons, firm or corporation, arising from, related to, or connected with the conduct and operation of Lessee's business in or upon the Property, and anywhere upon the Property, and in addition, and in like amounts, covering Lessee's equipment and machinery; an All Risk fire insurance policy with extended coverage endorsements including, but not limited to, vandalism and malicious mischief covering all of the improvements, structures, stock in trade fixtures, furnishing, furniture, equipment, personal property, and contents on the Property to the extent of their full replacement cost, with no deduction for depreciation. All of said insurance shall be carried with responsible companies authorized to do business in the State of Illinois, rated AAA by Best's Insurance Rating Service, and shall provide that it will not be subject to cancellation, termination or change except after at least thirty (30) days prior written notice to Lessor and Lessor's mortgagee. The policies (which shall evidence the insurer's waiver of subrogation) together with satisfactory evidence of the payment premium, shall be deposited with Lessor prior to Lessee's possession or occupancy of the Property, whichever shall first occur and upon renewals of such policies, not less than thirty (30) days prior to expiration of the term of such coverage. If Lessee fails to comply with such requirements, Lessor may obtain such insurance and keep the same in effect, and Lessee shall pay Lessor the premium cost there of upon demand. Each such payment shall constitute Additional Rent payable by Lessee under this Lease.

22. MUTUAL WAIVER OF SUBORGATION

Lessor and Lessee shall purchase insurance on their respective real and personal property. The insurance and respective deductible, limits, conditions, and exclusions are purchased only for each party's own respective interest. Therefore, Lessor and Lessee and all parties claiming under, by, or through them hereby mutually release and discharge each other and their agents, employees, contractors, or subcontractors for all damage, to the extent insured, to real and personal property and consequential property loss of every description on or about the vicinity of the Property, whether caused by negligence in whole or in part by Lessor or in whole or in part by Lessee. Each party shall obtain from its property insurers any waivers or special endorsements if required by the property insurer to evidence compliance with the aforementioned waiver.

23. LESSEE DEFAULT

The following events shall be deemed to be events of default by Lessee under this Lease:

- a) Lessee shall fail to pay any Base Rent or Additional Rent when due.

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b) Lessee shall fail to comply with any term, provision or covenant of this Lease, other than the payment of Base Rent or Additional Rent and shall not cure such failure within thirty (30) days after Lessee's receipt of written notice thereof or in the event such failure to comply cannot reasonably be cured within thirty (30) days and Lessee fails to commence and diligently pursue such curative action within such additional period of time as may be reasonably required to effect such cure.

c) Lessee shall become insolvent, or shall make a transfer in fraud of creditors, or shall file for bankruptcy or shall make an assignment for the benefit of creditors, or Lessee shall admit in writing its inability to pay its debts as they become due.

d) Lessee shall file a petition under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or status of the United States or any State thereof, or Lessee shall be adjudged bankrupt or insolvent in proceedings filed against Lessee, or a petition or answer proposing the adjudication of Lessee as bankrupt or seeking its reorganization under any present or future federal or state bankruptcy or similar law is filed in any court having jurisdiction and such petition or answer is not discharged or denied within sixty (60) days after the filing thereof.

e) A receiver or trustee shall be appointed for all or substantially all of the assets of Lessee or any of Lessee's property located in the Property and such receiver or trustee is not discharged within sixty (60) days after such appointment or Lessee shall consent to or acquiesce in such appointment.

f) Lessee shall abandon the Property or cease the operation of its business for a period of 30 days.

24. LESSOR'S REMEDIES

Upon the occurrence of any event of default, Lessor shall have the option to pursue any one or more of the following remedies:

a) Terminate the Lease, in which event Lessee shall immediately surrender the Property to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession, enter upon and take possession and expel or remove Lessee and any other person who may be occupying said Property. In the event of termination, Lessor may declare due and payable the remaining Base Rent and Additional Rent due under this Lease for the full Lease Term; or

b) Enter upon and take possession of the Property and remove Lessee and any other person who may be occupying the Property or any part thereof, without terminating this Lease. Lessee hereby agrees to pay to Lessor reasonable and customary expenses necessary to relet the Property which shall include the cost of renovating, repairing, and altering the Property for a new Lessee or Lessees, and brokerage fees necessary to secure

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such Lessee(s). Lessor shall apply the rent received first to the Lessor's reasonably and customary expenses necessary to relet the Property, and secondly to any Base Rent or Additional Rent due Lessor from Lessee. Notwithstanding any such reletting without termination, Lessor may, at any time thereafter elect to terminate this Lease for such previous breach.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies Lessor may have by law. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any such violation or default.

25. LESSOR'S DEFAULT AND LESSEE'S REMEDIES

Lessor shall be deemed to be in default under this Lease if Lessor shall fail to materially comply with any term, provision, or covenant of this Lease, and shall not cure such failure within thirty (30) days after receipt of written notice thereof to Lessor, or in the event such failure to comply cannot be reasonably cured within thirty (30) days, Lessor fails to commence cure within thirty (30) days and pursue to a diligent conclusion. In the event the Lessor is in default under this Lease, as Lessee's sole remedy hereunder and so long as Lessee is not in default of any of the covenants of this Lease, Lessee may terminate this Lease by giving Lessor written notice and this Lease shall terminate and be void as of the date given in such notice. In the event of such cancellation, this Lease shall be of no further force and effect, and neither party shall have any rights or obligations hereunder.

26. QUIET ENJOYMENT

The Property shall be used only for heavy equipment storage, warehousing and machinery and equipment maintenance by Lessee and its employees only (the "Permitted Use"). Lessee shall use the Property solely for the Permitted Use and for no other purpose. Lessee shall be responsible for obtaining all licenses and permits necessary and required by law to operate its business for the Permitted Use. Failure to obtain any of the permits or licenses shall not negate, cancel or otherwise alter this Lease. Lessor specifically disclaims any implied warranty that Lessor's business for the Permitted Use is permitted by law. Lessee's Permitted Use shall only be changed if such a request is approved by Lessor in writing.

Lessor covenants and agrees with the Lessee that upon Lessee's paying Base Rent and Additional Rent, and performing all other covenants and conditions contained herein on Lessee's part to be observed and performed, the Lessee shall and may peaceably and quietly have, hold, and enjoy the Property for the term aforesaid without hindrance by Lessor or anyone claiming by, through, or under Lessor.

27. ATTORNEY'S FEE

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In the event either party brings suit to compel performance of, or to recover damages for the breach of any covenant, condition or agreement contained herein, the prevailing party shall be entitled to reasonably attorney's fees and court costs. The prevailing party is the party which obtains a final judgment in any litigation to which this clause applies.

28. SUBORDINATION AND ESTOPPEL

Lessee hereby agrees that its leasehold interest hereunder is subordinate to any current mortgages, or any mortgages hereafter to be placed on the Property provided Lessee will, from time to time, upon request from Lessor, execute, acknowledge, and deliver to Lessor a statement in writing executed by Lessee certifying that Lessee is in possession of the Property under the terms of this Lease, that this Lease is unmodified and in full effect (or, if there has been modification, that this Lease is in full effect as modified, and setting forth such modification), stating the dates to which the Base Rent and Additional Rent has been paid, and either stating that to the knowledge of Lessee no default exists hereunder, or specifying each such default of which Lessee may have knowledge, and such other matters as may be reasonably requested by Lessor, it being intended that any such statement by Lessee may be relied upon by prospective purchaser(s) or mortgagee(s) of the building.

29. LAW COMPLIANCE

The Lessee, at the Lessee's expense, shall comply with all laws and ordinances, and all rules and regulations of all governmental authorities and of all insurance bodies at any time in force, applicable to Property or to the Lessee's use thereof. However, the Lessee shall not hereby be under any obligation to comply with any law, ordinance, rule or regulation requiring any structural alteration or any alteration or improvement of a permanent nature concerning the Demised Premises, unless such alteration is required because of a condition created by, or at the instance of the Lessee or is required due to a breach of any of the Lessee's covenants and agreements hereunder.

30. RULES AND REGULATIONS

Lessee and Lessee's agents and employees will comply with reasonable rules and regulations of the Property as promulgated by the Lessor from time to time. Lessor shall have the right to change such rules and regulations or to promulgate other rules and regulations in such reasonable manner as may be deemed advisable for safety, care, or cleanliness of the Property and for preservation of good order therein all of which rules and regulations, changes and amendments will be forwarded to Lessee in writing and shall be carried out and observed by Lessee. Any conflict between the rules and regulations and the Lease provisions shall be resolved in favor of the Lease provisions. Any change or addition to the rules and regulations or any new rules and regulations shall not change any terms and conditions of this Lease. Lessor shall uniformly apply and enforce such rules and regulations among Lessees.

31. NOTICES.

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All notices permitted or required pursuant to this Agreement may be made by a party or the party's attorney to the other party or the other party's attorney and shall be in writing and shall be served by one of the following methods: (a) hand delivery, or (b) deposit thereof with Federal Express or other nationally recognized overnight delivery service for next day delivery, or (c) by facsimile transmission, or (d) by e-mail transmission. All notices shall be addressed to the parties to whom such notices are intended as set forth below:

If to Lessor:

West 31st Street, LLC
 Attention: Robert McCollam
 3525 N. Bell Street
 Chicago, IL 60618
 Phone:
 Email:

with a copy to:

If to Lessee:

Taylor ^{& Construction} Excavating and Wrecking, Inc.
 Attention: Thomas Taylor
 1765 N. Elston Ave Ste 204
 Chicago, Illinois 60642
 Phone: 773-755-2444
 Email: T.Taylor@TaylorWrecking.com

with a copy to:

John D. Colbert & Associates
 Attention: John Colbert
 1952 West Irving Park Road
 Chicago, Illinois 60613
 Phone: 773-435-0173
 Fax: 773-435-0175
 E-mail: john@colbertlawoffices.com

32. BROKER COMMISSIONS

To the extent that either party has used a licensed Illinois real estate broker in connection with this Lease, each party agrees to be solely responsible for their own realtor's fees and hold the other party harmless from the claims from the other's broker or agent who alleges to have performed services on behalf of said party in connection with this Lease.

33. FORCE MAJEURE

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Except for the obligation of Lessee to pay rent and other charges due under this Lease, whenever a period of time is herein prescribed for action to be taken by either Lessor or Lessee, neither shall be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, Acts of God, war, governmental laws, regulation or restriction or other causes which are beyond the control of either party.

34. APPLICABLE LAW

This Lease will be governed by the law of the State of Illinois and will be construed and interpreted according to that law. Subject matter and personal jurisdiction for all disputes and litigation related to this Lease will lie exclusively with the Circuit Court of Cook County, Illinois.

35. BINDING

This Lease shall become binding upon Lessee and Lessor only when fully executed by both parties.

36. ENTIRE AGREEMENT

This lease contains the entire agreement between the parties and may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Lease shall be deemed to have been waived by Lessor or Lessee unless such waiver be in writing signed by Lessor and Lessee, nor shall any custom or practice which may grow up between the parties in the administration of the terms hereof be construed to waive or lessen the rights of Lessor or Lessee to insist upon the performance by the other party in strict accordance with the terms hereof. The terms, provisions, covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest, assigns, and legal representatives, except as may be otherwise expressly provided in this Lease.

37. AUTHORITY TO EXECUTE

The signatories of this document each represent that they have been duly authorized to execute this document.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

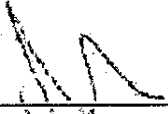
LESSOR:

LESSEE:

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^{Construction}
Taylor Excavating and ~~Wrecking~~ Inc.,
an Illinois Corporation

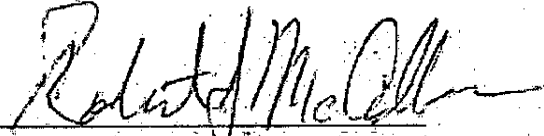
West 31st Street LLC.,
an Illinois Limited Liability Company



By: Thomas Taylor

Its:

Dated: January 15th, 2021



By: Robert McCallum Its: Manager/Member

Dated: January 19th, 2021

Property of Cook County Clerk's Office

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RIDER NO. 1

PURCHASE OPTION

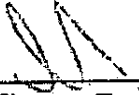
This Rider No 1, is attached to and incorporated into the Lease Agreement dated the day of January 2021, by and between West 31st Street LLC., an Illinois Limited Liability Company, as Lessor, and Taylor Excavating and ~~Working~~ ^{Construction} Inc., an Illinois Corporation, as Lessee covering the commercial premises commonly known as 1800 West 31st Street, Chicago, Illinois.

- I. At any time during the Lease Term, Lessee or Lessee's nominee shall have the right to be exercised as herein provided, to purchase the Property ("Option") upon the following terms and conditions and subject to the following limitations:
 - a. Lessee shall exercise its Option to Purchase, if at all, by notifying Lessor, in writing of its election at any time during the twelve (12) month Lease Term (the "Option Notice"). In the event Lessee delivers such Option Notice to Lessor in a timely manner, the parties shall within five (5) business days of receipt, execute the Purchase and Sale Agreement on such terms and conditions and in the form of Agreement as provided in Rider No. 2.
 - b. In order for the Tenant to exercise the option, this Lease shall be in full force and effect and no Lessee event of default shall have occurred. Notwithstanding, Lessor shall have the sole discretion to waive any such default.
 - c. The Purchase Price for the property shall be Two Hundred and Ten Thousand (\$210,000) Dollars (the "Option Purchase Price").
 - d. In the event that Lessee exercises the Option, and the sale is successfully consummated, all rents paid hereunder shall be credited to Lessee-Purchaser at closing.
 - e. In the event of a successful consummation, the Lease shall terminate on the date of closing. In the event that the settlement date is other than the last day of the month, the Lessee shall be credited for the payment for such partial month through the date of closing prorated on a per diem basis.

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LESSOR:

Taylor Excavating ~~and Welding~~ ^{& Construction}, Inc.,
an Illinois Corporation



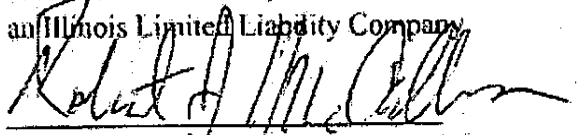
By: Thomas Taylor

Its:

Dated: January 15, 2021

LESSEE:

West 31st Street LLC,
an Illinois Limited Liability Company



By: Robert McCallum Its: Manager/Member

Dated: January 18, 2021

Property of Cook County Clerk's Office

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The Land referred to herein below is situated in the County of Cook, State of IL, and is described as follows:

That portion of the Burlington Northern and Santa Fe Railway Company's station ground property at Chicago, Illinois, being of variable widths on each side of said railway company's main track center line, as now located and constructed upon, over and across the Southeast Quarter of Section 30, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows:

Beginning at the intersection of the Southwest line of Robinson Street, according to the recorded plat of Chicago thereof, with a line drawn parallel with and distant 41.0 feet Southeasterly of, as measured at right angles from said railway company's West bound main track center line, as located and constructed; thence Westerly parallel with said West bound main track center line for a distance of 250.00 feet; thence Southerly at right angles to the North line of West 31st Street, according to the recorded plat of Chicago thereof, for a distance of 60.00 feet; thence Easterly parallel with said North line of West 31st Street for a distance of 135.00 feet; thence deflecting to the left in a Northeasterly direction through an angle of 45 degrees for a distance of 24.4 feet; thence Northeasterly parallel with said North line of West 31st Street for a distance of 155.00 feet to the intersection with said Southwesterly line of Robinson Street; thence Northerly along said Southwesterly line of Robinson Street to the point of beginning, all in Cook County, Illinois.

Note: For informational purposes only, the land is known as :

1800 West 31st Street
Chicago, IL 60608-5317

PIN # 17-30-401-017-0000

17-30-500-006-0000

Property of Cook County Clerk's Office