

In consideration of TEN AND NO/100 DOLLARS

3600

receipt whereof is hereby acknowledged, the undersigned Assignor, VILLAGE OF ROSEMONT

of Rosemont, Illinois

does hereby sell, assign, transfer and set over to the Assignee, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee under Trust Agreement dated December 26, 1985 and known as Trust No. 66364

of Chicago, Illinois

the following:

Lease dated September 12, 1966, between ETHEL HARRIS, Landlord, and undersigned as Tenant, commencing September 12, 1966 and expiring September 12, 2016, a complete copy of which is attached hereto and incorporated herein as though fully set forth.

The Village of Rosemont makes no representations that there exists any such leases referred to above, or that it has any interest in such leases if they do exist. This Assignment is being made simply as an accomodation to the Assignee, and the Village of Rosemont is doing so with the express understanding that it shall be indemnified by the Assignee and the holder of the beneficial interest thereunder, from any and all liability which may arise by virtue of this Assignment, in accordance with the Disposition and Development Agreement entered into between the Village of Rosemont and Fifield Development Corp., dated December 4, 1985 and approved by Ordinance No. 85-12-4H.

5657-5665 N. College Street
Rosemont, Ill. 60018

PT. N 12-03-310-010 LOT 8
12-03-310-011-0079

COOK COUNTY, ILLINOIS
CLERK OF RECORD

1986 FEB 18 PM 1:31

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The Assignee is hereby empowered, in the name of the Assignor, but at the Assignee's own cost, to sue for, collect and give acquittance for the foregoing, to the use of the Assignee, in which event the Assignee shall be obligated to indemnify and save harmless the Assignor from all costs and expenses incurred as a result of the exercise of any such power.

IN WITNESS WHEREOF, the Assignor has signed and sealed this assignment at Chicago, Illinois this 17th day of February

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VILLAGE OF ROSEMONT (SEAL)

BY: *Rose W. Columbus* (SEAL)

70-21-213

1202512

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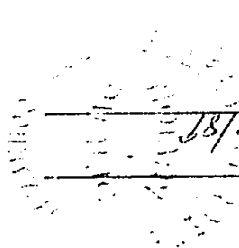
ASSIGNMENT OF _____

-10-

GEORGE E. COLE
LEGAL FORMS

327 990 98

*Matte: Fudrick & Wale - Box #16 C.A. - 03
Lynn Englander
30 N. La Salle 60602*



Edward J. (and Roger)
My commission expires 8/27/87

of February 19 86
Given under my hand and seal this 17 day

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

in and for said County, in the State
aforesaid, do hereby certify that *Edward J. (and Roger)*

1. *Edward J. (and Roger)*
State of Illinois }
County of Cook }

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EXHIBIT A

All of Lot 8, the South 29 feet of Lot 9 and also the North 9 feet of the South 38 feet of the West 123.50 feet of Lot 9 in O'Hare Area Industrial Development Subdivision, Unit 1, being a Subdivision in the Southwest Quarter of Section 3, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

Subject To: The River Road Redevelopment Plan and Project, dated December 6, 1984, pursuant to Ordinance No. 84-12-6F, and amended September 4, 1985, pursuant to Ordinance Nos. 85-9-4K and 85-9-4L; the Disposition and Development Agreement between the Village of Rosemont and Fifield Development Corp., dated December 4, 1985, pursuant to Ordinance No. 85-12-4H; Conditions, covenants, and restrictions of record; public utility easements of record; general real estate taxes for 1985 and subsequent years, and Zoning Ordinances of the Village of Rosemont.

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Triplicate

THIS INDENTURE, Made and entered into this 12th day of September A. D., 1966, by and between ETHEL HARRIS, (hereinafter sometimes referred to as "Landlord") and NATIONAL BANK OF AUSTIN and not personally, under Trust No. 4301, dated August 20, 1966, (hereinafter sometimes referred to as "Tenant").

WITNESSETH:

WHEREAS, Tenant is about to purchase a parcel of property from Landlord; and

WHEREAS, as a condition for said sale, Tenant desires to lease the adjoining parcel of land;

NOW, THEREFORE, in consideration of the promises and of the covenants, conditions, and agreements of Tenant hereinafter contained, Landlord has demised and leased, and by these presents does demise and lease, unto Tenant, for use of Tenant for the purpose of parking passenger vehicles only and for no other purpose whatsoever, a parcel of land (hereinafter sometimes referred to as "demised premises") described as follows:

Lot 9 (except the South 29 feet and except the North 9 feet of the South 39 feet of the West 123.50 feet thereof) in O'Hare Area Industrial Development subdivision Unit One, being a subdivision in the Southwest quarter of Section 3, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

TO HAVE AND TO HOLD the demised premises and all of the rights, privileges, easements, and appurtenances thereunto belonging and appertaining, for and during the term of fifty (50) years commencing on the 12th day of September, 1966, and expiring on the 12th day of September, 2016.

TENANT HEREBY COVENANTS AND AGREES WITH LANDLORD:

FIRST: Tenant will pay as rental the sum of One (\$1.00)

Dollar per year, payable on the First day of November of each year commencing with November 1, 1966, and in addition thereto Tenant agrees to pay all general real estate taxes and special assessments levied against the demised property

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and Landlord agrees to reimburse Tenant for that portion of the taxes represented by Landlord's steel structures. Tenant agrees to pay all of said taxes when due and to furnish to Landlord proof of such payment prior to the time when any of such taxes becomes due. Failure to make such payment or to so notify Landlord shall be a default under the terms of this Lease.

SECOND: Tenant agrees that the demised premises will be utilized by Tenant's employees, guests, and visitors, and for no other purpose whatsoever.

THIRD: Landlord has erected on the demised property two steel structures supporting advertising billboards, and Tenant agrees to place bumpers around the structures at a radius of three (3) feet thereof in order to avoid the possibility of damage to Landlord's structures, and to maintain such bumpers during the entire period of this Lease.

FOURTH: Tenant agrees that no vehicles more than Twelve (12) feet in height will be parked or used on the demised premises at any time by Tenant or anyone on the premises by reason of this Lease.

FIFTH: Landlord shall at all times have access to the structures and billboards on the demised premises for the purpose of maintaining same, building or rebuilding and servicing the advertising placed from time to time on the said structures.

SIXTH: Tenant covenants and agrees at all times during the term of this Lease, or any extension thereof, to save, hold and keep harmless the Landlord and indemnify her, her assigns and devisees, against any and all claims, demands, penalties, judgments, court costs, attorneys' fees and liabilities of every kind and nature whatsoever in connection with any injury to, or death of, any persons or damage to property due to or arising out of the use and operation by Tenant of the demised premises, or any part thereof, or from the use of the demised premises by anyone occupying or using the same as guest, licensee, permittee, sublessee, or by sufferance of Tenant, or arising out of the operation of any business by Tenant or due to the installation.

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operation and maintenance by Tenant of any machinery or equipment in and upon the demised premises or that Landlord may be put to by circumstances or incurred by reason of any default or failure on the part of Tenant to comply in any respect with or observe the requirements or provisions of this Lease. In addition to such indemnification, Tenant hereby covenants and agrees to carry at all times during the term of this Lease, or any extension thereof, at Tenant's sole cost and expense, public liability insurance in the amounts of \$250,000.00 and \$500,000.00 for injuries to any person or persons, including death, and \$100,000.00 for property damage on the demised premises, with both Tenant and Landlord as named insureds, said insurance policy to be in a financially strong and reputable casualty company, and Tenant shall deliver a copy of said policy to Landlord showing that such insurance is at all times in force and effect

SEVENTH: Tenant specifically covenants and agrees that he will not sell, display or offer for sale, serve, use, give away, or keep any alcoholic liquors or beverages, in, upon or about said premises, and Tenant further covenants and agrees he will save and keep harmless Landlord and leased premises, and each and every part thereof, from all damages, claims, fines, penalties, costs and expenses whatsoever which may result to Landlord or to demised premises under the provisions of the present or any future statutes, ordinances or regulations of the Village of Rosemont, County of Cook, State of Illinois, United States of America, or other lawful authority on account of any use or purpose to or for which demised premises or any part thereof may be put, used or occupied in connection with or concerning or arising from the sale, serving, using, giving away or presence of any alcoholic liquors or beverages upon demised premises, and particularly from any and all damages, claims, fines, penalties, costs and expenses whatsoever which may result to Landlord or to demised premises under the

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provisions of that certain statute of State of Illinois entitled, "An Act Relating to Alcoholic Liquors", approved and effective January 31, 1934, and amended.

EIGHTH: Tenant hereby agrees to keep and maintain at Tenant's sole cost and expense the herein demised premises in a neat, orderly and slight condition at all times during the term of this Lease.

NINTH: It is intended that the demised premises shall be used for parking by whomsoever from time to time may own the adjoining parcel of property described as:

All of Lot 8, the South 29 feet of Lot 9 and also the North 9 feet of the South 38 feet of the West 123.50 feet of Lot 9 in O'Hare Area Industrial Development Subdivision Unit One, being a subdivision in the southwest quarter of Section 3, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

and it is understood and agreed that the Tenant under this Lease shall at all times be the same as the owner of such adjoining property and that should Tenant sell such adjoining property Tenant will, at the same time, assign this Lease to the purchaser thereof and to no other person or corporation whatsoever.

TENTH: In the event Tenant or any successor tenant is adjudged a bankrupt under the laws of the United States of America, then and in that event this Lease automatically terminates upon said adjudication.

ELEVENTH: It is further covenanted and agreed that if default shall at any time be made by Tenant in the payment of any installment of rent under this Lease when due to Landlord as herein provided, or in any of the other covenants and agreements herein contained, to be kept, observed and performed by Tenant, and such default shall continue for a period of Ten (10) days after written notice thereof to Tenant, it shall and may be lawful for Landlord, at her election at any time thereafter, and without further notice or demand to terminate this Lease and to re-enter the demised premises and every part thereof, either with or without process of law, to expel, remove and put out Tenant and every other person occupying in or upon the

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same, using such force as may be necessary in so doing, and to repossess and enjoy the demised premises as in its first and former state. Tenant hereby waives any demand for possession of the demised premises in the event of the forfeiture of this Lease for the breach of the covenants herein contained, or any notice of the act of Landlord in declaring said demised term at an end and this Lease determined, except the written notice of default provided for in this article.

TWELFTH: The right of the Landlord to continue to utilize the demised premises for the maintenance and operation of the structures and billboards for advertising purposes will be and remain paramount to the right herein granted to Tenant by Landlord, and nothing stated herein is to be construed as restricting Landlord from granting rights to other parties or persons in, upon or under said land as long as the granting of such rights will not interfere with Tenant's enjoyment of the rights herein granted to Tenant except on a temporary basis during repairs, alterations and similar occasions.

THIRTEENTH: All notices to Landlord shall be sent by registered mail, addressed to Pritzker and Pritzker, 114 North La Salle Street, Chicago, Illinois 60602, or at such other place as Landlord shall hereafter designate in writing. All notices to Tenant shall be sent by registered mail to Tenant at 8318 W. Addison Street, Chicago, Illinois, c/o Kenneth S. Brooks, or such other place as Tenant shall hereafter designate in writing.

FOURTEENTH: The covenants and agreements herein contained shall inure to the benefit of and be binding upon the respective parties, their heirs, administrators, successors and assigns, the same as if in every case expressed.

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

Ethel Harris

National Bank of Austin, Trustee,
Trust No. 4301, and not personally,

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(ORIGINAL)

ASSIGNMENT OF LEASE

Know all men by these presents that the undersigned, NATIONAL BANK OF AUSTIN as Trustee under Trust Number 4301 dated August 20, 1966, for and in consideration of ONE (\$1.00) DOLLAR to it in hand paid by NORTH WEST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, and in further consideration of the making of a certain Mortgage to it, hereby assigns to NORTH WEST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO a certain Lease dated the 12th day of September, 1966 made by Ethel Harris as Lessor to National Bank of Austin as Trustee aforesaid, Lessee covering premises described as:

Lot 9 (except the South 29 feet and except the North 9 feet of the South 38 feet of the West 123.50 feet thereof) in O'Hare Area Industrial Development Subdivision Unit One, being a Subdivision in the Southwest Quarter of Section 3, Township 4th North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

To have and to hold same to NORTH WEST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO and its assigns from the 16th day of December, 1966 for and during all said times that the Mortgage from Lessee to the NORTH WEST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, dated December 16, 1966, shall remain unpaid, subject to the agreements by the Lessee and the conditions contained in said Lease.

In witness whereof the NATIONAL BANK OF AUSTIN as Trustee under Trust Number 4301, dated August 20, 1966, has hereunto set its seal this 16th day of December, 1966.

NATIONAL BANK OF AUSTIN,
Trustee, Trust Number 4301 and
not personally:

Secretary and Assistant Vice-Pres

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Catherine H. Doran, a Notary Public, do hereby certify that Violet M. Christin, personally known to me to be the Secretary and Assistant Vice-President of the NATIONAL BANK OF AUSTIN, whose name is subscribed to the fore going instrument appeared before me this day in person and acknowledged that as such Secretary and Assistant Vice President she signed and delivered the foregoing instrument of writing as Secretary and Assistant Vice President of the NATIONAL BANK OF AUSTIN and caused the Corporate seal of the same to be affixed thereof as the free and voluntary act and deed of said NATIONAL BANK OF AUSTIN for the uses and purposes therein set forth.

Given under my hand and seal this 16th day of December, 1966.


Notary Public

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In consideration of TEN and no/100-----

receipt whereof is hereby acknowledged, the undersigned Assignor, W & W PARTNERSHIP, formerly
sole beneficiary of AUSTIN BANK OF CHICAGO as Trustee u/e #4301

of ROSEMONT, ILLINOIS, does hereby
sell, assign, transfer and set over to the Assignee, VILLAGE OF ROSEMONT

of ROSEMONT, ILLINOIS, the
following:

Lease with OCS AMERICA, INC., dated May 9, 1983,
expiring June 30, 1988.

and

Lease with F & R PLASTICS, INC. dated September 4, 1984,
expiring March 31, 1986.

(Subject to Assignors right to rentals until March 31, 1986),
both of which leases are attached hereto and incorporate
this Assignment as though fully set forth therein.

The Assignee is hereby empowered, in the name of the Assignor, but at the Assignee's own cost,
to sue for, collect and give acquittance for the foregoing, to the use of the Assignee, in which event the
Assignee shall be obligated to indemnify and save harmless the Assignor from all costs and expenses in-
curred as a result of the exercise of any such power.

IN WITNESS WHEREOF, the Assignor has signed and sealed this assignment at Skokie, IL

this 18th day of December

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x [Signature] (SEAL)

x [Signature] (SEAL)
Formerly the sole partners of W&W
Partnership and now, Individually

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State of Illinois
County of Tazewell

I, Edward J. Rosen

a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Edward J. Rosen
J. Wagner & E. Kenas Wald as former partners of Frank and
Wend personally known to me to be the same person S whose name S subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that They signed, sealed
and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set
forth.

GIVEN under my hand and official seal, this 18th day of December, 1985.
Edward J. Rosen

Notary Public

Commission expires Jan 3, 1988

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Lease

This lease made and entered into this 9th day of May, 1983 by and between Owen Wagener & Co., Agent for W & W Partnership, Sole Beneficiary of Austin Bank of Chicago, as Trustee under Trust #4301 (hereinafter referred to as Lessor), and O C S America, Inc. a New York Corporation (hereinafter referred to as Lessee) WITNESSETH:

FOR AND IN CONSIDERATION of the rent hereinafter reserved and of the covenants and agreements of the Lessee hereinafter contained, the Lessor has, and hereby does, let and demise to the Lessee for the following use only, to-wit:

Courier Service

the premises located in the Village of Rosemont Illinois commonly known as: 5657 N. Gage Avenue, consisting of approximately 7150 sq. ft.

for a term of Five (5) years commencing on the 1st day of July, 1983 and ending on the 30th day of June, 1988, upon the following terms and conditions, to-wit:

1. *Condition of Premises:* Lessor or Lessor's agents have made no representations or promises with respect to the said building or demised premises except as herein expressly set forth. The taking possession of the demised premises by Lessee shall be conclusive evidence, as against Lessee, that Lessee accepts same "as is" and that said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken.

2. *Rent:* In consideration of the said demise the Lessee covenants and agrees to pay as rent for said premises, at the office of the Lessor, Owen Wagener & Co. or at such other place as Lessor or 907 Ridge Road Wilmette, Il. 60091

Lessor's assigns may from time to time designate in writing, the following sums, to-wit:

- (a) The sum of One Hundred Seventy Four Thousand Sixty and no/100 dollars (\$174,060.00) payable in equal monthly installments as described below each, in advance on the 1st day of each and every month during the term of this lease commencing on the first day of the term thereof as follows:

July 1, 1983 to June 30, 1984	\$2625.00/month
July 1, 1984 to June 30, 1985	2755.00/month
July 1, 1985 to June 30, 1986	2895.00/month
July 1, 1986 to June 30, 1987	3040.00/month
July 1, 1987 to June 30, 1988	3190.00/month

- (b) All such sums as shall be declared to be additional rent by any of the provisions of this lease.

- (c) Lessee shall pay his pro-rata share of any increase in Real Estate Taxes over the Real Estate Tax bill for the year 1981, which shall serve as the base year. If a tax attorney is employed, and a reduction is effected, Lessee shall also pay his pro-rata share of attorney fees.

Beginning with the Tax bill for the year 1982, said tax participation shall be paid annually upon receipt of photocopies of the Real Estate tax bill for the base year and subsequent years during the lease period. Lessee's share of such increase shall constitute $\frac{7150}{20000}$ of the total increase. The 1981 tax bill was \$9,889.52.

Lessee's tax participation shall be limited to the increases for the years 1982, 1983, 1984, 1985, and 1986.

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Lease

This lease made and entered into this 9th day of May, 1983 by and between Owen Wagener & Co., Agent for W & W Partnership, Sole Beneficiary of Austin Bank of Chicago, as Trustee under Trust #4301 (hereinafter referred to as Lessor), and O C S America, Inc. a New York Corporation (hereinafter referred to as Lessee) WITNESSETH:

FOR AND IN CONSIDERATION of the rent hereinafter reserved and of the covenants and agreements of the Lessee hereinafter contained, the Lessor has, and hereby does, let and demise to the Lessee for the following use only, to-wit:

Courier Service

the premises located in the Village of Rosemont Illinois commonly known as: 5657 N. Gage Avenue, consisting of approximately 7150 sq. ft.

for a term of Five (5) years commencing on the 1st day of July, 1983 and ending on the 30th day of June, 1988, upon the following terms and conditions, to-wit:

1. Condition of Premises: Lessor or Lessor's agents have made no representations or promises with respect to the said building or demised premises except as herein expressly set forth. The taking possession of the demised premises by Lessee shall be conclusive evidence, as against Lessee, that Lessee accepts same "as is" and that said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken.

2. Rent: In consideration of the said demise the Lessee covenants and agrees to pay as rent for said premises, at the office of the Lessor, Owen Wagener & Co. 907 Ridge Road Wilmette, Il. 60091 or at such other place as Lessor or Lessor's assigns may from time to time designate in writing, the following sums, to-wit:

- (a) The sum of One Hundred Seventy Four Thousand Sixty and no/100 dollars (\$174,060.00 payable in equal monthly installments as described below) each, in advance on the 1st day of each and every month during the term of this lease commencing on the first day of the term thereof as follows:

July 1, 1983 to June 30, 1984	\$2625.00/month
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July 1, 1987 to June 30, 1988	3190.00/month

- (b) All such sums as shall be declared to be additional rent by any of the provisions of this lease.

- (c) Lessee shall pay his pro-rata share of any increase in Real Estate Taxes over the Real Estate Tax bill for the year 1981, which shall serve as the base year. If a tax attorney is employed, and a reduction is effected, Lessee shall also pay his pro-rata share of attorney fees.

Beginning with the Tax bill for the year 1982, said tax participation shall be paid annually upon receipt of photocopies of the Real Estate tax bill for the base year and subsequent years during the lease period. Lessee's share of such increase shall constitute 7150 of the total increase. The 1981 tax bill was \$9,889.52. 20000

Lessee's tax participation shall be limited to the increases for the years 1982, 1983, 1984, 1985, and 1986.

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3. Utilities: Lessor shall have no responsibility to provide water, electricity, gas, power, heat, air conditioning or any other utilities or service to said premises or any part thereof, except as may be hereinafter expressly provided.

4. Parking and Driveway Areas

- (a) Lessor agrees to provide for the use of Lessee and Lessee's employees, agents, customers and invitees, sufficient parking space adjacent to or reasonably near the premises (together with necessary access thereto) to accommodate not less than (13) passenger automobiles of standard American make, 6 in Front and 7 in Rear.
- (b) Lessee shall have no interest in any parking area so furnished, as tenant or otherwise, but shall have only a license to use the same during the term of this lease, in common with others entitled to the use thereof.
- (c) All rights herein granted with respect to parking and driveway areas shall at all times be subject to reasonable regulation by Lessor, but Lessor shall have no liability to any person for any interference with, or obstruction of, any such rights except such as shall result from the intentional acts of Lessor.

5. Use and Maintenance of Premises:

- (a) Lessee covenants and agrees that the premises demised herein shall be used for the purpose first heretofore provided and for no other and that Lessee will not permit said premises to be used for any purpose other than that herein specified. Lessee further covenants and agrees not to permit or suffer any waste, misuse or neglect of, in or upon said demised premises, or any part thereof, and agrees not to permit said premises to be used for any immoral or unlawful purpose or for any purpose that will injure the reputation of the building or increase the fire hazard thereof; nor to permit or allow the said premises to remain vacant or unoccupied for more than ten (10) consecutive days.
- (b) Lessee shall not carry any stock of goods or do anything in or about said premises which will in any way tend to increase the insurance rates on said premises and/or the building of which they are a part. Lessee agrees to pay as additional rental any increase in premiums for insurance against loss by fire that may be charged during the term of this lease on the amount of insurance to be carried by Lessor on said premises and/or the building of which they are a part, resulting from the business carried on in the leased premises by Lessee, whether or not Lessor has consented to the same. If Lessee installs any electrical equipment that overloads the lines in the herein leased premises, Lessee shall at its own expense make whatever changes are necessary to comply with the requirements of the Insurance Underwriters and governmental authorities having jurisdiction. Lessee covenants and agrees that there shall not be kept or used on said premises any inflammable or explosive materials or liquids save such as may be necessary for use in the business of the Lessee, and in such case, such substances shall be delivered and stored in amount and used in accordance with the rules of the Chicago Board of Underwriters and Ordinance of the municipality in which the premises are located, now or hereafter in force. And in the event of a breach of this covenant of the lease, it shall be no defense that any employee, servant or agent of Lessor or any other person, violated the order of the Lessee with respect thereto, or that any such violation occurred without the knowledge or consent of the Lessee. Lessee agrees it will comply, strictly and literally, with any and all rules, regulations or requirements that may be at any time imposed by virtue of any policy or policies of insurance or that may reasonably be requested by the Lessor; and to observe and obey, strictly and literally, any and all state laws, municipal ordinances and reasonable rules and regulations of state and municipal governmental bodies pertaining to structures of the kind herein demised and the business of Lessee, and to give full, complete and strict obedience to any order or orders of any Fire Marshall, Commissioner of Buildings or any other duly constituted public authority having jurisdiction, and to make such alterations, repairs and improvements at Lessee's own expense as may be necessary to comply with said rules, regulations, requirements, state laws, municipal ordinances and orders.
- (c) Except with the written consent of the Lessor first had and obtained, which consent shall not be unreasonably withheld, and then only in strict compliance with the terms of such consent, Lessee shall not (1) permit to be displayed, inscribed, printed or affixed on any part of the outside of the building in which the premises are located nor in any window or glass doors thereof, any sign, picture, advertisement or notice; (2) permit any awnings or other projections, screens, screen doors, storm windows or storm doors to be attached to or hung upon any part of the exterior of said building; (3) permit to be placed any additional locks, or bolts of any kind upon any of the doors or windows nor any changes to be made in existing locks or the mechanism thereof; (4) permit any walls, ceilings, partitions, floors, wood, stone or ironwork to be marked, painted, drilled into or in any way defaced nor any pipes to be cut or swung, nor any floor covering to be laid; (5) permit any machinery, equipment or apparatus (including pulleys or pulleys) to be suspended from any structural members or from any portion of the roof or ceiling; (6) permit any alteration of or addition to any part of said premises. Any consent hereunder may be conditional upon compliance with any reasonable requirements of Lessor therein stated, including (as an example only and without limiting the generality of the foregoing) compliance with plans and specifications approved by Lessor.
- (d) The Lessor may without any liability, remove any addition, alteration, sign, attachment, or other item attached, affixed, applied, suspended or installed in violation of the foregoing subparagraph and may repair any damage done in violation thereof. Lessor may, without liability and without such entering causing or constituting a termination of this lease or interference with the possession of the premises by Lessee, enter the demised premises at any time for such purpose, and all expenses incurred in connection therewith shall be so much additional rent hereunder payable within 5 days after demand or invoice therefor.
- (e) All alterations, additions, improvements and fixtures, other than trade fixtures, which are made or installed by either of the parties hereto upon the premises and which in any manner are attached to the floor, walls or ceilings, whether with or without consent (unless otherwise provided for in the consent required), shall be the property of Lessor and at the termination of this lease shall remain upon and be surrendered with the premises as a part thereof, without disturbance, molestation or injury.
- (f) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Lessee, who shall, or whose employees, agents, invitees, or licensees shall, have caused it.
- (g) Lessor covenants and agrees to keep in repair the foundation, roof and exterior walls of the building in which the demised premises are located, except that Lessor shall not be required to make any repairs occasioned by the act or negligence of Lessee or Lessee's agents, employees, customers or invitees; and Lessee shall allow Lessor or its agents, or any other person thereunto authorized by Lessor, free access to the premises at all reasonable times for the purpose of making such repairs. Within a reasonable time after any snowfall in excess of 4 inches Lessor shall clear from the driveway (if any) hereinafter referred to sufficient snow and ice to restore reasonable access to and from the public street. Lessor shall not be required to make any other repairs or improvements of any kind upon said premises and Lessee covenants and agrees to keep said premises and all parts thereof and appurtenances thereto, except the roof and exterior walls of the premises demised herein, in good and tenable repair, and in a clean, slightly and healthy condition, according to the Ordinances of the municipality in which the premises are located and the direction of public officers thereunto duly authorized, all at Lessee's own expense. In accordance with the above provision of this agreement, Lessee agrees to make all necessary repairs, replacements and renewals to the ceilings, floors, woodwork, paint, plastering, plumbing, heating systems, hot water systems, pipes, apparatus and fixtures, in and upon said premises, at Lessee's own expense and to replace all broken globes and glass with material of the same size and quality as that broken, and replace all damaged plumbing fixtures, boilers, pipes, apparatus and fixtures, in and upon said premises, with others of equal quality. Lessee further covenants and agrees that upon the termination of this lease, whether such termination shall occur by the expiration of the term, or in any other manner whatsoever, it will deliver up said demised premises to the Lessor in good condition and repair, cleanliness and slightness, reasonable wear and tear excepted, and deliver the keys thereto at the then place of payment of said rent.
- (h) It is covenanted and agreed by the Lessee that if said premises shall not be kept in good repair and in a clean, slightly and healthy condition by Lessee as aforesaid, or if Lessee fails to renew or replace any part of the demised premises or appurtenances thereto requiring renewal or replacement, Lessor, or its agents, servants or employees, may enter the premises without such entering causing or constituting a termination of this lease or interference with the possession of the premises by Lessee, and Lessor may make such repairs, replacements, renewals or improvements as should have been made by Lessee, and the expenses of Lessor in thus putting the premises in proper condition and good repair and making such replacements and renewals shall be so much additional rent hereunder payable within 5 days after demand or invoice therefor.

6. Duties, Liability and Insurance:

Lessee further covenants and agrees that at all times during the continuance of this lease it will procure and maintain insurance in a good and responsible insurance company satisfactory to Lessor, insuring said Lessor against claims for dam-

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ages to property and/or for personal injury or death claimed to have been caused on or about the demised premises or on or about the parking or driveway areas which may be used in connection therewith, or to have been caused by reason of any negligence in the care or maintenance of the demised premises, or any part thereof, (commonly called "public liability insurance") with limits of not less than \$500,000.00 as to the claim of any one person and not less than \$1,000,000.00 as to the claims of more than one person arising from any one accident or occurrence. Said public liability insurance policy shall be issued in the names of Lessee and the Lessor as co-insureds and certificates of said insurance shall be paid for by Lessee, and the fact that Lessor may maintain similar insurance at Lessor's own expense shall not relieve Lessee of any liability hereunder.

(c) Lessee shall not permit any mechanic's lien to be placed against said premises on account of any improvements, alterations, material or labor furnished to the demised premises with the knowledge or consent of Lessee, provided, however, that if any such mechanic's lien is placed against the demised premises and Lessee shall within twenty (20) days cause the same to be removed, or if Lessee desires in good faith to contest the same and shall diligently proceed and continue to proceed so to do, and deposit within said twenty (20) days and thereafter maintain on deposit with Lessor, as Escrowee, an amount sufficient at all times to remove said lien, Lessee shall not, anything to the contrary herein contained notwithstanding, be deemed in default. If Lessee shall fail to successfully contest said lien, Lessor may, upon ten (10) days written notice to Lessee, use all or any part of the funds so deposited to satisfy the same. Upon receipt of satisfactory evidence that said lien has been removed, the balance of funds on deposit, after use of such part thereof as Lessee may direct or which Lessor may be entitled to use to satisfy said lien, shall be returned to Lessee, without interest.

7. **Non-Liability:** Lessor shall not be liable for any damage occasioned by failure to keep said premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water sprinkler, steam or other pipes or sewerage, or the bursting, leaking or running of any tank, washstand, water closet or waste pipe in, above, upon or about said building or premises, nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglects of any Lessee or other premises located in the building of which the demised premises form a part or of any owner or occupants of adjacent or contiguous property.

8. **Lessee's Property; Landlord's Lien:** Any and all personal property in, upon or used in connection with the demised premises shall be at the risk of Lessee only, and if not removed prior to the termination of Lessee's right to the possession of the demised premises (whether this lease be terminated or not) may be removed, stored, sold or otherwise dealt with by Lessor in any way deemed expedient to Lessor, all at Lessee's expense and risk and for Lessee's account and without any liability on the part of Lessor. Lessor shall have a lien upon all personal property of Lessee (now owned or hereafter acquired) which shall at any time be in, upon or used in connection with the demised premises and upon the proceeds of any sale or other disposition thereof, for the payment of all amounts which may at any time be due from Lessee to Lessor under this lease. Upon breach of any of the covenants contained in this Lease, Lessor shall be entitled to the immediate possession of such property and may (at any time after such breach) enter upon the demised premises and take possession of such property, with or without process. Lessor may, at his option, either remove such property from the premises or keep possession of such property on said premises, and in either case may sell such property at public or private sale (in which Lessor may be the purchaser) for cash or credit upon such terms, at such time and place and with such notice as Lessor may deem appropriate. The proceeds of such sale shall be applied first to the costs of repossession (including reasonable attorneys' fees), next to such sums as may then be due under this lease and the balance, if any, paid to Lessee.

9. **Casualty:** The Lessee shall in case of fire or other casualty give immediate notice thereof to the Lessor, and in case said premises hereby leased, or the building of which the same is a part, shall be partially damaged by fire or other element, the same shall be repaired as speedily as possible at the expense of the Lessor but the rent shall not be abated; but in case the damage should be so extensive as to render the said premises hereby leased untenable, then the rent shall cease until such time as the premises hereby leased and the means of access to them shall be put in repair, or the Lessor may at his option elect to terminate this lease. In case of the total destruction of the said building containing said premises hereby leased, by fire or otherwise, the rent shall be paid up to the time of such destruction, and then and from that date forth this lease shall cease and come to an end. No compensation or claim will be allowed by the Lessor by reason of inconvenience or annoyance arising from the necessity of repairing, altering, or improving any portion of the building, however the necessity may occur, should 50% or more of the rentable area in the building of which the demised premises form a part, be rendered untenable by fire or other casualty or condemnation, then the Lessor may cancel this lease, although the demised premises be not themselves damaged. Written notice of cancellation to be given Lessee within thirty (30) days after such damage and Lessee to immediately surrender possession.

10. **Eminent Domain:** If the whole or any part of the premises hereby leased shall be taken by any public authority under the power of eminent domain then the term of this lease shall cease as of the day possession shall be taken by such public authority and the rent shall be paid up to that day with a proportionate return of Lessor of such rent as may have been paid in advance. All damages awarded for such taking under the power of eminent domain whether for the whole or a part of the leased premises shall belong to and be the property of Lessor whether such damages shall be awarded as compensation for diminution in value to the Leasehold or to the fee of the premises; provided, however, that Lessor shall not be entitled to the award made to Lessee for loss of business, depreciation to, and cost of removal of stock and fixtures.

11. **Subordination:** This lease is subject and subordinate to all mortgages which may now or hereafter affect the real property of which demised premises form a part, and to all renewals, modifications, cancellations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee. In confirmation of such subordination, Lessee shall execute promptly any certificate that Lessor may require. Lessee hereby constitutes and appoints Lessor the Lessee's attorney-in-fact to execute any such certificate or certificates for and on behalf of Lessee.

12. **Subletting and Assignment:** Lessee covenants and agrees that Lessee will not lease, said premises to be occupied in whole or in part by any other person, and will not sub-let the same nor any part thereof, nor assign this lease, without in each case first obtaining the written consent of Lessor which consent shall not be unreasonably withheld, and will not permit any transfer, by operation of law, of the interest in the said premises acquired through this lease and no subletting, assignment or transfer in violation of this provision shall be effective.

13. **Access to Premises:** Lessee shall allow Lessor, or its agents or any other person thereunto authorized by Lessor, free access to the premises hereby leased, at any reasonable time, for the purpose of examining the same to ascertain if the same are in good repair and in a clean, sightly and healthy condition, and, for a period commencing ninety (90) days prior to the termination of this lease, for the purpose of exhibiting the same to prospective tenants.

14. **Acceleration:** It is agreed between the parties hereto that if any installment of the rent stipulated herein at any time shall not be paid when due, or within ten (10) days thereafter, then the next subsequent twelve (12) installments or such number of installments of rent up to twelve (12) remaining unpaid shall forthwith become due and payable at the option of the Lessor, without notice to the Lessee, and in case the said Lessee is declared bankrupt or voluntarily offers to creditors terms of composition or in case a receiver is appointed to take charge of and conduct the affairs of the Lessee, such claim for further unpaid installments of rent due under this lease shall be considered liquidated damages and shall constitute a debt provable in bankruptcy or receivership.

15. **Surrender of Possession:** Lessee will, at the termination of this lease or any extension thereof, by lapse of time or otherwise, yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages for the whole time such possession is withheld, the sum of \$300.00 per day; but the provisions of this clause and the acceptance of any such liquidated damages by Lessor, shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth, nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for any period still unexpired, for a breach of any of the covenants herein. No payment of money by the Lessee to the Lessor after the termination of this lease, in any manner, or after the giving of any notice by the Lessor to the Lessee, shall terminate, continue or extend the term of this lease or affect any notice given to the Lessee prior to the payment of such money, it being agreed that after the service of notice or the commencement of a suit or after final judgment granting the Lessor possession of said premises, the Lessor may receive and collect any sums of rent due or any other sums of money due under the terms of this lease, and the payment of such sums of money, whether as rent or otherwise, shall not waive said notice or in any manner affect any pending suit or any judgment theretofore obtained.

16. **Termination and Re-entry:** If Lessee shall vacate or abandon said premises or permit the same to remain vacant or unoccupied for a period of ten (10) days, or in case of nonpayment of rent reserved hereby, or any part thereof, or in case of the breach of any covenant in this lease contained, or if the Lessee shall be declared insolvent or bankrupt by any court, or if any assignment of the Lessee's property shall be made for the benefit of creditors or otherwise, or if the Lessee's leasehold interest herein shall be levied upon under execution or seized by virtue of any writ or process of any court or if a petition be filed by or against Lessee under the bankruptcy laws of the United States, or if any Trustee or receiver of Lessee's property be appointed by any court, then and in any of such cases Lessee's right to the possession of the demised premises thereupon shall terminate, with or without any notice or demand whatsoever and the mere retention or possession thereafter by Lessee shall constitute a forcible detainer of said demised premises, and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, this lease shall thereupon terminate. Upon the termination of Lessee's right of possession as aforesaid, whether this lease be terminated or not, Lessee shall surrender possession of the demised premises immediately without the receipt of any demand, notice to quit or demand for possession of the demised premises whatsoever, and Lessee hereby grants to Lessor full and free license to enter into and upon said premises, or any part thereof, to take possession thereof with or without process of law, and to expel and remove Lessee or any other person who may be occupying the said premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and said other person as reasonably may be necessary, and Lessor may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement, or promise in this lease contained to be performed by Lessee. Lessee hereby waives all notice of any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this state relating to

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forcible entry or detainer or to landlord and tenant, or any other statute or by the common law, during the term of this lease or any extension thereof. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessor, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's right to act without notice or demand or of any other right hereby given Lessor or as an election not to proceed under the provisions of this lease.

17. **Retletting:** If Lessee's right to the possession of said premises shall be terminated in any way, said premises, or any part thereof, may, but need not, be relet by Lessor for the account and benefit of Lessee, for such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any tenant offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of another occupant or tenant to mitigate the damages of Lessee or otherwise. Lessee hereby waiving the use of any care or diligence by Lessor in the reletting thereof; and if a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agents, Lessee agrees to pay and satisfy all deficiency; but the acceptance of a tenant by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted tenant by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee sitting hereunder.

18. **Cognovit:** If default be made in the payment of the rent hereinabove reserved, or any installment thereof, as herein provided, Lessee does hereby irrevocably constitute any attorney of any Court of Record attorney for Lessee and in Lessee's name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Lessor, its heirs, executors, administrators or assigns and against Lessee, for the amount of rent or liquidated damages which may then be due by virtue of the terms hereof, or any extensions hereof, or by virtue of any holdover after the termination hereof, which may be in default as aforesaid, together with the cost of such proceedings, and a reasonable sum, but at no time less than Twenty-Five Dollars (\$25.00) for plaintiff's attorneys' fees in or about the entry of said judgment, and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceedings, and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Lessee hereby confirms all that said attorney may lawfully do by virtue hereof. The power conferred by this paragraph is a continuing power, and may be exercised as frequently as occasion may require. If there are more than one Lessee, this power of attorney is joint and several.

19. **Lessor's Right to Cure Defaults:** If Lessee shall default in the observance or performance of any term of covenant on Lessee's part to be observed or performed under or by virtue of any of the terms or provisions of this lease, Lessor may immediately or at any time thereafter and without notice perform the same for the account of Lessee, and if Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith or in connection with enforcing the covenants and agreements of this lease whether by the institution of litigation or in taking advice of counsel or otherwise, including, but not limited to, attorneys' fees, such sums paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by Lessee to Lessor within five (5) days of rendition of any bill or statement to Lessee therefor.

20. **Cumulative Remedies:** The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to use another.

21. **Security Deposit:** Lessee has deposited with Lessor the sum of \$6380.00 as security for the faithful performance and observance by Lessee of the terms, provisions and conditions of this lease; it is agreed that by the event Lessee defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Lessor may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sum as to which Lessor is in default or for any sum which Lessor may expend or may be required to expend by reason of Lessee's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency accrued before or after summary proceedings or other re-entry by Lessor. In the event that Lessee shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Lessee after the date fixed as the end of the lease and after delivery of entire possession of the demised premises to Lessor, together with interest thereon at 5 1/2% per annum. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Lessor shall have the right to transfer the security to the vendee or lessee and Lessor shall thereupon be released by Lessee from all liability for the return of such security; and Lessee agrees to look to the new Lessor solely for the return of said security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Lessor. Lessee further covenants that it will not assign, encumber or attempt to assign or encumber the monies deposited herein as security and that neither Lessor nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

22. **Captions:** The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provision thereof.

23. **Definitions:** The term "Lessor" as used in this lease means only the owner or the mortgagee in possession, for the time being of the land and building (or the owner of a lease of the building or of the land and building) of which the demised premises form a part, so that in the event of any sale or lease of said land and building or of said lease, or in the event of a lease of said building, or of the land and building, the undersigned Lessor shall be and hereby is entirely released and relieved of all covenants and obligations of Lessor hereunder, and Lessee shall look solely to the new Lessor for the performance of, and all covenants and obligations of Lessor hereunder.

24. **Benefits and Obligations:** The covenants, conditions and agreements contained in this lease shall bind and insure to the benefit of Lessor and Lessee and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this lease, their assigns.

25. **Representation of Authority:** Any person signing this lease as an officer, agent or partner of Lessor or Lessee represents and warrants that he has full authority so to do; and if Lessee is a corporation, all persons signing this lease on behalf of Lessee represent and warrant that this lease was duly approved by the Board of Directors of Lessee and that its execution has been authorized by a duly adopted resolution of the Board of Directors of Lessee. Lessor, and any person signing on behalf of Lessor, represents and warrants that Lessor has full power and authority to execute this lease and covenants with Lessee that Lessee shall have the quiet enjoyment of the premises demised during the term hereof.

26. **Notices:** All declarations, demands or notices of any kind or character which may be required hereunder, or which any of the parties may deem desirable to make, serve or give shall be in writing and may be made, served or given by mailing or causing to be mailed a copy thereof within the territorial limits of the United States by certified mail, return receipt requested, postage prepaid and properly addressed as follows: to the Lessor at the address where rental payments are required to be made; to the Lessee at the address of the premises demised hereunder. Any declaration, demand or notice so mailed shall be effective upon mailing.

27. **Construction:** This lease shall be construed and interpreted in accordance with the law of the State of Illinois wherein the premises are located and in which this lease has been executed. There are no agreements between the parties relating to the premises not contained herein or endorsed hereon in writing, by rider or otherwise. The words "Lessor" and "Lessee" used herein include the plural thereof and the necessary changes required to make the provisions hereof apply to corporations or men and women shall be construed as if made. If any provision of this lease shall be declared invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severable, and such invalidity or unenforceability shall not affect any other provision of this lease.

See Rider for Additional Provisions 28 through 42.

IN WITNESS WHEREOF the parties have executed this lease the day and year first above written.

Owen Wagener & Co., Agent for W & W Partnership, Sole Beneficiary of Austin Bank of Chicago, as Trustee under Trust #4301

(SEAL)

By: Owen F. Wagener
Owen F. Wagener Lessor

OCS America, Inc., a New York Corporation

By: Virginia Rensvold
By: H. Monaka
H. Monaka Lessee

(SEAL)

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TO A CERTAIN LEASE BETWEEN

Owen Wagener & Co., Agent for W & W Partnership,
Sole Beneficiary of Austin Bank of Chicago, as
Trustee under Trust #4301

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W/W	OW

A N D

O C S America, Inc., a New York Corporation

DATED THE 9th DAY OF May 1983

28. LATE PAYMENT SURCHARGE: Lessee specifically agrees that if any installment of the rent stipulated herein shall not be paid within two (2) days of the due date herein, then, in addition to such installment of rent due, Lessee shall pay to the Lessor an amount equal to two (\$2.00) Dollars for each One Hundred (\$100.00) Dollars of rental, or any part thereof, which is then due.

For purposes of this provision, the rental shall be deemed due on the first day of each month. Such additional late charge shall be deemed as additional rental hereunder for all purposes and remedies of this lease.

29. PREMISES DAMAGES: Lessee acknowledges that it will be doing business with various business entities which may deliver, or cause to be delivered, various materials to Lessee.

Accordingly, Lessee covenants and agrees that it will make all necessary repairs of damages to foundation, roof, overhead doors, jambs, entryways, and exterior walls of the building within which the Demised Premises is located, which damages were caused or occasioned by the act, omission or negligence of Lessee, Lessee's agents, employees, customers, invitees and suppliers, their agents, employees or delivery services, during delivery or any other pursuance of Lessee's business of any nature whatsoever, within forty-five (45) days of the occurrence of said damages.

30. INSURANCE PARTICIPATION: Lessee shall pay his pro-rata share of any increase in premium cost on the Commercial Package Insurance Policy on the demised premises if due to an increase in valuation or premium rates. Said annual premium cost, which shall serve as a basis, is now \$707.00. Lessee's share of such increase shall constitute $\frac{7150}{20000}$ of the total increase.

31. EXTERIOR MAINTENANCE: Lessee shall pay to Lessor upon receipt of annual billing his pro-rata share of exterior and landscaping maintenance, snow plowing and/or snow or ice removal attributable to the property. Such pro-rata share of the total billing for each season shall be $\frac{7150}{20000}$.

32. NO EXTERIOR STORAGE: Lessee shall not allow any outside storage of debris, merchandise, waste, material, or equipment, or in any way detract from the appearance of the premises.

33. REASONABLE "WEAR & TEAR" DEFINED: In further clarification of paragraph 5 (g), "reasonable wear and tear" is hereby defined as that degree of wear and tear which would normally occur in the general usage of a demised premises and shall not include any physical damages to the floors, walls, and ceiling of the demised premises, nor any damage caused through operation of machinery, office equipment or other equipment used in the operation of Lessee's business.

Additionally, if Lessee's use, by reason of fumes discharged or liquids used by Lessee, should cause damage to the Leased premises or other nearby premises, both interior or exterior, said damages shall not be deemed as "reasonable wear and tear", and Lessee shall be liable for the complete restoration of the premises at Lessee's expense. Said damages shall include, but not be limited to, damaged, rusting or corroded walls, floors, ceilings, doors, windows, plumbing, heating and air conditioning units, metal bar joists, steel decks, or roof vents or stacks.

34. REMOVAL OF STAINS AND DEBRIS UPON VACATING: In addition to the provisions of paragraph 5 (g), Lessee shall also be responsible for removal of any stain or deposits of grease, oil, tar, paint, or any other material or storage vessel which may be used in the course of business or stored by Lessee during Lessee's occupancy, and restoration thereof to any part of premises, parking lot or other outside area to its original condition.

35. QUIET POSSESSION: Provided Lessee shall comply with all of the terms, covenants and provisions of this lease, it shall be entitled to quiet and peaceful possession and enjoyment of the demised premises.

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36. **LEASE RENEWAL:** In the event Lessee wishes to renew this lease, it shall be incumbent upon Lessee to contact Lessor in writing on or before January 1, 1988, expressing such desire to renew. Thereafter, it shall be incumbent upon Lessor to respond to Lessee in writing within 14 days from the date notice is received by Lessor, presenting Lessee with a quotation of the rental and other terms applying to the renewal period.

If Lessee fails to notify Lessor of his intention, Lessor shall place the space on the market, which includes placement of a sign on the property, and such advertising and marketing as Lessor may direct.

If Lessee enters into a lease renewal after Lessor has spent money promoting the space, Lessee shall be obligated to re-imburse Lessor for all such expenses incurred by Lessor, including a real estate commission if a replacement tenant has already been secured by Lessor.

37. Lessor shall, at his sole cost and expense, prior to Lessee's occupancy:

- + Install an 8 x 8' overhead door at the North end of the rear wall.
- + Remove the electrical drops in the warehouse and studs in the floor.
- + Paint the existing front overhead door and the new rear overhead door.

38. Lessee shall have the right to remodel the premises at his sole cost and expense, as approved by Prudential Construction and Development Corporation, and Lessee may use a contractor of his choice, although Prudential Construction and Development Corporation shall be given the right to match the lowest bid.

39. Lessee shall have the right to begin remodeling the premises before July 1, 1983, without the payment of additional rent, provided that Lessee assumes the payment of utilities from the date the lease is executed and security and first month's rental are deposited with Lessor.

40. Lessee shall have the right to move in and occupy the premises in advance of July 1, 1983, provided that Lessee shall pay a pro-rata rental from the date of such occupancy at the rate of \$84.67 per day to Lessor.

41. Lessor warrants the operation of the heating and air conditioning systems for a period of 60 days from date of Lessee's occupancy, and Lessor will pay for any and all repairs to such heating and air conditioning systems during this 60 day period of time.

42. Lessee shall have the right to sublet all or part of the premises with the written approval of Lessor, which right to sublet shall not be unreasonably withheld.

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CERTIFIED COPY OF RESOLUTION

I, TIRO MURASE, do hereby certify that I am the duly elected and acting Secretary of OCS America, Inc. a New York ~~XXXXXXXXXXXX~~ corporation, and the custodian of the corporate books and records; that at a special Meeting of the Board of Directors of said company, held on May 13, 1983, at which all of the Directors were present, the following Resolution was unanimously adopted:

RESOLVED, that the Corporation enter into a lease with Owen Wagner & Co. for the premises located at 5657 N. Gage Ave Rosemont, Illinois, and approve the lease submitted, and that the officers of the Corporation be and are hereby authorized and directed to execute and deliver same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Corporation this 13 day of May, 1983.


Secretary

S E A L

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Lease

This lease made and entered into this 18th day of September, 1984 by and between Owen Wagener & Co., Agent for W & W Partnership, Sole Beneficiary of National Bank of Austin, as Trustee under Trust #4301 (hereinafter

referred to as Lessor), and F. & R. Plastics, Inc., an Illinois Corporation, and Frank J. Mlinar and Ralph E. Bengtson, individually (hereinafter referred to as Lessee) WITNESSETH:

FOR AND IN CONSIDERATION of the rent hereinafter reserved and of the covenants and agreements of the Lessee hereinafter contained, the Lessor has, and hereby does, let and demise to the Lessee for the following use only, to-wit:

Injection Molding and Offices

the premises located in the Village of Rosemont, Illinois commonly known as: 5665 N. Gage Avenue, 1st floor, less vestibule, Approx. 4000 Sq. Ft. for a term of sixteen (16) months commencing on the 1st day of December, 1984 and ending on the 31st day of March, 1986, upon the following terms and conditions, to-wit:

1. Condition of Premises: Lessor or Lessor's agents have made no representations or promises with respect to the said building or demised premises except as herein expressly set forth. The taking possession of the demised premises by Lessee shall be conclusive evidence, as against Lessee, that Lessee accepts same "as is" and that said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken.

2. Rent: In consideration of the said demise the Lessee covenants and agrees to pay as rent for said premises, at the office of the Lessor, Owen Wagener & Co., 10550 Lunt Avenue, Rosemont, IL 60018 or at such other place as Lessor or Lessor's assigns may from time to time designate in writing, the following sums, to-wit:

(a) The sum of Twenty Five Thousand One Hundred Twenty and No/100 Dollars (\$25,120.00) payable in equal monthly installments of Fifteen Hundred Seventy (\$1,570.00) each, in advance on the 1st day of each and every month during the term of this lease commencing on the first day of the term thereof; and

(b) All such sums as shall be declared to be additional rent by any of the provisions of this lease.

(c) LESSEE'S TAX BASE IS: \$11,616.19
LESSEE'S INSURANCE BASE IS: \$ 651.00
LESSEE'S PRO-RATA SHARE IS: 4000/20000

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agree to property and/or for personal injury or death claimed to have been caused on or about the demised premises or on or about the parking or driveway areas which may be used in connection therewith, or to have been caused by reason of any negligence in the care or maintenance of the demised premises, or any part thereof, (commonly called "public liability insurance") with limits of not less than \$500,000.00 as to the claim of any one person and not less than \$1,000,000.00 as to the claim of more than one person arising from any one accident or occurrence. Said public liability insurance policy shall be issued in the names of Lessee and the Lessor as co-insureds and certificates of said insurance shall be paid for by Lessee, and the fact that Lessor may maintain similar insurance at Lessor's own expense shall not relieve Lessee of any liability hereunder.

(c) Lessee shall not permit any mechanic's liens to be placed against said premises on account of any improvements, alterations, material or labor furnished to the demised premises with the knowledge or consent of Lessee, provided, however, that if any such mechanic's lien is placed against the demised premises and Lessee shall within twenty (20) days cause the same to be removed, or if Lessee desires in good faith to contest the same and shall diligently proceed and continue to proceed so to do, and deposit within said twenty (20) days and thereafter maintain on deposit with Lessor, as Escrowee, an amount sufficient at all times to remove said lien, Lessee shall not, anything to the contrary herein contained notwithstanding, be deemed in default. If Lessee shall fail to successfully contest said lien, Lessor may, upon ten (10) days written notice to Lessee, use all or any part of the funds so deposited to satisfy the same. Upon receipt of satisfactory evidence that said lien has been removed, the balance of funds on deposit, after use of such part thereof as Lessee may direct or which Lessor may be entitled to use to satisfy said lien, shall be returned to Lessee, without interest.

7. **Non-liability:** Lessor shall not be liable for any damage occasioned by failure to keep said premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water sprinkler, steam or other pipes or sewerage, or the bursting, leaking or rupturing of any tank, washstand, water closet or waste pipe in, above, upon or about said building or premises, nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglects of any Lessee or other premises located in the building of which the demised premises form a part or of any owner or occupants of adjacent or contiguous property.

8. **Lessee's Property; Landlord's Lien:** Any and all personal property in, upon or used in connection with the demised premises shall be at the risk of Lessee only, and if not removed prior to the termination of Lessee's right to the possession of the demised premises (whether this lease is terminated or not) may be removed, stored, sold or otherwise dealt with by Lessor in any way deemed expedient to Lessor, all at Lessee's expense and risk and for Lessor's account and without any liability on the part of Lessor. Lessor shall have a lien upon all personal property of Lessee (now owned or hereafter acquired) which shall at any time be in, upon or used in connection with the demised premises and upon the proceeds of any sale or other disposition thereof, for the payment of all amounts which may at any time be due from Lessee to Lessor under this lease. Upon breach of any of the covenants contained in this lease, Lessor shall be entitled to the immediate possession of such property and may at any time after such breach enter upon the demised premises and take possession of such property, with or without process. Lessor may, at his option, either remove such property from the premises or keep possession of such property on said premises, and in either case may sell such property at public or private sale (at which Lessor may be the purchaser) for cash or credit upon such terms, at such time and place and with such notice as Lessor may deem appropriate. The proceeds of such sale shall be applied first to the costs of repossession (including reasonable attorneys' fees), next to such sums as may then be due under this lease and the balance, if any, paid to Lessee.

9. **Casualty:** The Lessee shall in case of fire or other casualty give immediate notice thereof to the Lessor, and in case said premises hereby leased, or the building of which the same is a part, shall be partially damaged by fire or other element, the same shall be repaired as speedily as possible at the expense of the Lessor but the rent shall not be abated; but in case the damage should be so extensive as to render the said premises hereby leased untenable, then the rent shall cease until such time as the premises hereby leased and the means of access to them shall be put in repair, or the Lessor may at its option elect to terminate this lease. In case of the total destruction of the said building containing said premises hereby leased, by fire or otherwise, the rent shall be paid up to the time of such destruction, and then and from then forth, this lease shall cease and come to an end. No compensation or claim will be allowed by the Lessor by reason of inconvenience or annoyance arising from the necessity of repairing, altering, or improving any portion of the building, however the necessity may occur. If said 50% or more of the rentable area in the building of which the demised premises form a part, be rendered untenable by fire or other casualty or condemnation, then the Lessor may cancel this lease, although the demised premises be not themselves damaged, written notice of cancellation to be given Lessee within thirty (30) days after such damage and Lessee to immediately surrender possession.

10. **Eminent Domain:** If the whole or any part of the premises hereby leased shall be taken by any public authority under the power of eminent domain then the term of this lease shall cease as of the day possession shall be taken by such public authority and the rent shall be paid up to that day with a proportionate refund to Lessee of such rent as may have been paid in advance. All damages awarded for such taking under the power of eminent domain whether for the whole or a part of the leased premises shall belong to and be the property of Lessor whether such damages shall be awarded as compensation for diminution in value to the Leasehold or to the fee of the premises; provided, however, that Lessor shall not be entitled to the award made to Lessee for loss of business, depreciation to, and cost of removal of stock and fixtures.

11. **Subordination:** This lease is subject and subordinate to all mortgages which may now or hereafter affect the real property of which demised premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee. In confirmation of such subordination, Lessee shall execute promptly any certificate that Lessor may require. Lessee hereby constitutes and appoints Lessor the Lessee's attorney-in-fact to execute any such certificate or certificates for and on behalf of Lessee.

12. **Subletting and Assignment:** Lessee covenants and agrees that Lessee will not allow said premises to be occupied in whole or in part by any other person, and will not sub-let the same nor any part thereof, nor assign this lease, without in each case first obtaining the written consent of Lessor which consent shall not be unreasonably withheld, and will not permit any transfer, by operation of law, of the interest in the said premises acquired through this lease and no subletting, assignment or transfer in violation of this provision shall be effective.

13. **Access to Premises:** Lessee shall allow Lessor, or its agents or any other person thereunto authorized by Lessor, free access to the premises hereby leased, at any reasonable time, for the purpose of examining the same to ascertain if the same are in good repair and in a clean, tight and healthy condition, and, for a period commencing ninety (90) days prior to the termination of this lease, for the purpose of exhibiting the same to prospective tenants.

14. **Acceleration:** It is agreed between the parties hereto that if any installment of the rent stipulated herein on any time shall not be paid when due, or within ten (10) days thereafter, then the next subsequent twelve (12) installments or such number of installments of rent up to twelve (12) remaining unpaid shall forthwith become due and payable at the option of the Lessor without notice to the Lessee, and in case the said Lessee is declared bankrupt or voluntarily offers to creditors terms of composition, or in case a receiver is appointed to take charge of and conduct the affairs of the Lessee, such claim for further unpaid installments of rent due under this lease shall be considered liquidated damages and shall constitute a debt provable in bankruptcy or receivership.

15. **Surrender of Possession:** Lessee will, at the termination of this lease or any extension thereof, by lapse of time or otherwise, yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages for the whole time such possession is withheld, the sum of \$105.00 per day; but the provisions of this clause and the acceptance of any such liquidated damages by Lessor, shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth, nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmation of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for any period still unexpired, for a breach of any of the covenants herein. No payment of money by the Lessee to the Lessor after the termination of this lease, in any manner, or after the giving of any notice by the Lessor to the Lessee, shall constitute, continue or extend the terms of this lease or affect any notice given to the Lessor prior to the payment of such money. It being agreed that after the arrival of notice or the commencement of a suit or after final judgment granting the Lessor possession of said premises, the Lessor may receive and collect any sums of rent due or any other sums of money due under the terms of this lease, and the payment of such sums of money, whether as rent or otherwise, shall not waive said notice or in any manner affect any pending suit or any judgment theretofore obtained.

16. **Termination and Re-entry:** If Lessee shall vacate or abandon said premises or permit the same to remain vacant or unoccupied for a period of ten (10) days, or in case of nonpayment of rent reserved hereby, or any part thereof, or in case of the breach of any covenant in this lease contained, or if the Lessee shall be declared insolvent or bankrupt by any court, or if any assignment of the Lessee's property shall be made for the benefit of creditors or otherwise, or if the Lessor's leasehold interest herein shall be levied upon under execution or seized by virtue of any writ or process of any court or if a petition be filed by or against Lessee under the bankruptcy laws of the United States, or if any Trustee or receiver of Lessor's property be appointed by any court, then and in any of such cases Lessee's right to the possession of the demised premises hereupon shall terminate, with or without any notice or demand whatsoever and the mere retention or possession thereafter by Lessee shall constitute a forcible detainer of said demised premises, and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, this lease shall thereupon terminate. Upon the termination of Lessee's right of possession as aforesaid, whether this lease be terminated or not, Lessee shall surrender possession of the demised premises immediately without the receipt of any demand, notice to quit or demand for possession of the demised premises whatsoever, and Lessee hereby grants to Lessor full and free license to enter into and upon said premises, or any part thereof, to take possession thereof with or without process of law, and to expel and remove Lessee or any other person who may be occupying the said premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and said other person as reasonably may be necessary, and Lessor may repossess itself of the said premises as of its former estate; but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement, or promise in this lease contained to be performed by Lessee. Lessee hereby waives all notice of any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this state relating to

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foreclosure entry or delinquent or in arrears and tenant, or any other party, or by the expiration of the term of this lease or any extension thereof. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's right to act without notice or demand or of any other right hereby given Lessor or as an election not to proceed under the provisions of this lease.

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

18. **Cognovit:** If default be made in the payment of the rent hereinafore reserved, or any installment thereof, as herein provided, Lessee does hereby irrevocably constitute any attorney of any Court of Record attorney for Lessee and in Lessee's name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Lessor, its heirs, executors, administrators or assigns and against Lessee, for the amount of rent or liquidated damages which may then be due by virtue of the terms hereof, or any extensions hereof, or by virtue of any holdover after the termination hereof, which may be in default as aforesaid, together with the cost of such proceedings, and a reasonable sum, but at no time less than Twenty-Five Dollars (\$25.00) for plaintiff's attorneys' fees in or about the entry of said judgment, and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceedings, and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Lessee hereby confirms all that said attorney may lawfully do by virtue hereof. The power conferred by this paragraph is a continuing power, and may be exercised as frequently as occasion may require. If there are more than one Lessee, this power of attorney is joint and several.

19. **Lessor's Right to Cure Defaults:** If Lessee shall default in the observance or performance of any term of covenant on Lessee's part to be observed or performed under or by virtue of any of the terms or provisions of this lease, Lessor may immediately or at any time thereafter and without notice perform the same for the account of Lessee, and if Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith or in connection with enforcing the covenants and agreements of this lease whether by the institution of litigation or in taking advice of counsel or otherwise, including, but not limited to, attorneys' fees, such sums paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by Lessee to Lessor within five (5) days of rendition of any bill or statement to Lessee therefor.

20. **Cumulative Remedies:** The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to use another.

21. **Security Deposit:** Lessee has deposited with Lessor the sum of \$3140.00* as security for the faithful performance and observance by Lessee of the terms, provisions and conditions of this lease; it is agreed that in the event Lessee defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Lessor may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sum as to which Lessee is in default or for any sum which Lessor may expend or may be required to expend by reason of Lessee's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency accrued before or after summary proceedings or other re-entry by Lessor. In the event that Lessee shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Lessee after the date fixed at the end of the lease term after delivery of entire possession of the demised premises to Lessor, together with interest thereon at ~~NO%~~ per annum. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Lessor shall have the right to transfer the security to the vendee or lessee and Lessor shall thereupon be released by Lessee from all liability for the return of such security; and Lessee agrees to look to the new Lessor solely for the return of said security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Lessor. Lessee further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Lessor nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance. * \$2930.00 held over from previous lease.

22. **Captions:** The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provision thereof.

23. **Definitions:** The term "Lessor" as used in this lease means only the owner or the mortgagee in possession, for the time being of the land and building (or the owner of a lease of the building or of the land and building) of which the demised premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building, or of the land and building, the undersigned Lessor shall be and hereby is entirely freed and relieved of all covenants and obligations of Lessor hereunder, and Lessee shall look solely to the new Lessor for the performance of any and all covenants and obligations of Lessor hereunder.

24. **Benefits and Obligations:** The covenants, conditions and agreements contained in this lease shall bind and insure to the benefit of Lessor and Lessee and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this lease, their assigns.

25. **Representation of Authority:** Any person signing this lease as an officer, agent or partner of Lessor or Lessee represents and warrants that he has full authority so to do; and if Lessee is a corporation, all persons signing this lease on behalf of Lessee represent and warrant that this lease was duly approved by the Board of Directors of Lessee and that its execution has been authorized by a duly adopted resolution of the Board of Directors of Lessee. Lessor, and any person signing on behalf of Lessor, represents and warrants that Lessor has full power and authority to execute this lease and covenants with Lessee that Lessee shall have the quiet enjoyment of the premises demised during the term hereof.

26. **Notices:** All declarations, demands or notices of any kind or character which may be required hereunder or which any of the parties may deem desirable to make, serve or give shall be in writing and may be made, served or given by mailing or causing to be mailed a copy thereof within the territorial limits of the United States by certified mail, return receipt requested, postage prepaid and properly addressed as follows: to the Lessor at the address where rental payments are required to be made; to the Lessee at the address of the premises demised hereunder. Any declaration, demand or notice so mailed shall be effective upon mailing.

27. **Construction:** This lease shall be construed and interpreted in accordance with the law of the State of Illinois wherein the premises are located and in which this lease has been executed. There are no agreements between the parties relating to the premises not contained herein or endorsed hereon in writing, by rider or otherwise. The words "Lessor" and "Lessee" used herein include the plural thereof and the necessary changes required to make the provisions hereof apply to corporations or men and women shall be construed as if made. If any provision of this lease shall be declared invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severable, and such invalidity or unenforceability shall not affect any other provision of this lease.

See Rider for Additional Provisions #28 Through #37.

IN WITNESS WHEREOF the parties have executed this lease the day and year first above written.

Owen Wagener & Co., Agent for W & W Partnership,
Sole Beneficiary of National Bank of Austin, as
Trustee under Trust #4301

(SEAL) By: Owen F. Wagener Lessor

F & R Plastics, Inc., an Illinois Corporation

By: Frank J. Mlinar Frank J. Mlinar, Pres

By: Ralph E. Bengsten Ralph E. Bengsten, Sec.
and...

(SEAL) By: Frank J. Mlinar Lessee

By: Ralph E. Bengsten Ralph E. Bengsten, individual

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TO A CERTAIN LEASE BETWEEN

Owen Wagoner & Co., Agent for W & W Partnership
Sole Beneficiary of National Bank of Austin, as
Trustee under Trust #4301, Lessor,

PLEASE INITIAL	

A N D

F & R Plastics, Inc., an Illinois Corporation, and
Frank J. Mlinar and Ralph E. Bengsten, individually, Lessee,

DATED THE 18th DAY OF September 1984

28. LATE PAYMENT SURCHARGE: Lessee specifically agrees that if any installment of the rent stipulated herein shall not be paid within two (2) days of the due date herein, then, in addition to such installment of rent due, Lessee shall pay to the Lessor an amount equal to Five (5.00) Dollars for each One Hundred (\$100.00) Dollars of rental, or any part thereof, which is then due, per month until paid.
For purpose of this provision, the rental shall be deemed due on the first day of each month. Such additional late charge shall be deemed as additional rental hereunder for all purposes and remedies of this lease.

29. PREMISES DAMAGES: Lessee acknowledges that it will be doing business with various business entities which may deliver, or cause to be delivered, various materials to Lessee.

Accordingly, Lessee covenants and agrees that it will make all necessary repairs of damages to foundation, roof, overhead doors, jambs, entryways, and exterior walls of the building within which the Demised Premises is located, which damages were caused or occasioned by the act, omission or negligence of Lessee, Lessee's agents, employees, customers, invitees and suppliers, their agents, employees or delivery services, during delivery or any other pursuance of Lessee's business of any nature whatsoever, within forty-five (45) days of the occurrence of said damages.

30. INSURANCE PARTICIPATION: Lessee shall pay his pro-rata share of any increase in premium cost on the Commercial Package Insurance Policy on the demised premises if due to an increase in valuation or premium rates within 10 days of billing from Lessor. Late payments shall be subjected to a 1 1/2% per month late charge.

31. EXTERIOR MAINTENANCE: Lessee shall pay to Lessor within 10 days of annual billing his pro-rata share of exterior grounds cleanup and landscaping maintenance, snow plowing and/or snow or ice removal attributable to the property. Late payments shall be subjected to a 1 1/2% per month late charge.

32. NO EXTERIOR STORAGE: Lessee shall not allow any outside storage of debris, merchandise, waste, material, or equipment, or in any way detract from the appearance of the premises.

33. REASONABLE "WEAR & TEAR" DEFINED: In further clarification of paragraph 5 (g), "reasonable wear and tear" is hereby defined as that degree of wear and tear which would normally occur in the general usage of a demised premises and shall not include any physical damages to the floors, walls, and ceiling of the demised premises, nor any damage caused through operation of machinery, office equipment or other equipment used in the operation of Lessee's business.

Additionally, if Lessee's use, by reason of fumes discharged or liquids used by Lessee, should cause damage to the Leased premises or other nearby premises, both interior or exterior, said damages shall not be deemed as "reasonable wear and tear", and Lessee shall be liable for the complete restoration of the premises at Lessee's expense. Said damages shall include but not be limited to, damaged, rusting or corroded walls, floors, ceilings, doors, windows, plumbing, heating and air conditioning units, metal bar joists, steel decks, or roof vents or stacks.

34. REMOVAL OF STAINS AND DEBRIS UPON VACATING: In addition to the provisions of paragraph 5 (g), Lessee shall also be responsible for removal of any stain or deposits of grease, oil, tar, paint, or any other material or storage vessel which may be used in the course of business or stored by Lessee during Lessee's occupancy, and restoration thereof to any part of the premises, parking lot or other outside area to its original condition.

35. QUIET POSSESSION: Provided Lessee shall comply with all of the terms, covenants and provisions of this lease, it shall be entitled to quiet and peaceful possession and enjoyment of the demised premises.

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36. LEASE RENEWAL: In the event Lessee wishes to renew this lease, it shall be incumbent upon Lessee to contact Lessor in writing six (6) months prior to the termination date of this lease, expressing his desire to renew. If Lessee fails to so notify Lessor within the time provided and Lessor expends money for advertising or other expenses in renting the demised premises, then in that event, should Lessee enter into a lease renewal after Lessor has expended money or incurred liability for promoting the demised premises, Lessee shall be obligated to re-imburse Lessor for all such expenses incurred by Lessor, including a real estate commission, if a replacement tenant has already been secured by Lessor's real estate agent.
37. TAX PARTICIPATION: The rent which Lessee pays shall include a pro-rata share of the last known real estate taxes on the property. Said real estate taxes shall serve as Lessee's "Tax Base". "Lessee's Pro-rata Share" of said tax base shall be equal to the percentage of the building occupied by Lessee multiplied by the tax base.

When the tax bill for the following year is received, if such tax bill is higher than Lessee's tax base, Lessee shall pay his pro-rata share of the increase in the current year over his tax base, within 10 days of billing from Lessor. Late payments shall be subjected to a 1% per month late charge.

Concurrent with such billing for tax participation, Lessee's tax base shall be increased by the amount of the current increased tax participation, and Lessee's monthly rental for the next year shall be correspondingly increased to reflect the increase in the tax base.

Lessee's liability for tax participation shall always be for an entire year, even though Lessee's period of occupancy from commencement of the lease term to date of tax bill may be less than a full year, it being agreed that the number of times Lessee shall participate shall be equal to the number of years in the lease.

Lessor reserves the right to cause Real Estate Taxes to be paid under protest and to retain attorneys of its choice (hereinafter referred to as Tax Counsel) to contest the amount of Real Estate Taxes imposed. Tax Counsel shall be retained on a contingent fee basis whereby Tax Counsel is paid a percentage of the tax savings achieved as a result of such representation.

Lessee agrees to pay Lessee's pro-rata share of Tax Counsel's fees in connection with Real Estate Tax contests within 10 days of billing from Lessor. Late payments shall be subjected to a 1% per month late charge.

In no event shall the Lessee's liability for Real Estate Taxes and Tax Counsel fees be greater than the Real Estate Taxes which would have been due to Lessor from Lessee in absence of the retention of Tax Counsel.

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I, RALPH BENNETT do hereby certify that I am the duly elected and acting Secretary of F & R Plastics, Inc., an Illinois corporation, and the custodian of the corporate books and records; that at a special Meeting of the Board of Directors of said company, held on OCT 19, 84, at which all of the Directors were present, the following Resolution was unanimously adopted:

RESOLVED, that the Corporation enter into a lease with Owen Wagener & Co. for the premises located at 5665 N. Gaga Avenue Rockmont, Illinois, and approve the lease submitted, and that the officers of the Corporation be and are hereby authorized and directed to execute and deliver same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Corporation this 19 day of OCT, 1984.

Ralph Bennett
Secretary

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LESSEE'S PRO-RATA SHARE IS: 4000/20000

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