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> LANDLORD'S CERTIFICATE AND CONSENT

LARRY B. WHITE, as landlord under that lease attached to or described in the Annex hereto (the "Lease") to Leslie-Locke, Inc. ("Tenant"), hereby certifies and agrees as follows:

- The Lease is in full force and effect, and to the best of the undersigned's knowledge, no default exists thereunder on the part of the undersigned or the Tenant.
- The undersigned hereby agrees and consents to the 2. Tenant's grant of a leasehold mortgage encumbering its rights and interests in and to the Lease and the leasehold estate created thereby, and securing certain present and future obligations of Tenant and its relaced entities to Citicorp Industrial Credit, Inc. This writing confirms a similar Consent dated December 31, 1986.

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12-19-400-031 Parcel 9 12-19-400-051 Parcel Larry B. Mr. B-0

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County of Sarrant;

88.:

Before me, Star Walde, on this day personally appeared Larry B. White, known to me (or proved to me by the going instr.

same for the pur.

Given under my hand a.

.D. 1986.

My commission

ypices 4/1/87. ) to be the person whose name is oath of subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and official seal this 3/4day of DEC JA.D. 1986.

Cook County Clerk's Office

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### NET LEASE

LEASE AGREEMENT dated as of the 31st day of December, 1983 (herein, as the same may be amended or supplemented from time to time as permitted hereby, and including the Exhibits attached hereto and made a part thereof called this "Lease"), between BASS BROTHERS BUILDING, INC., a Texas corporation, as Lessor ("Lessor"), and LESLIE-LOCKE, INC., a Georgia corporation, as Lessee ("Lessee").

## WITNESSETH:

In consideration of the mutual covenants herein, Lessor and Lessee hereby agree as follows:

#### 1. DEMISE:

For and in consideration of the rents and other amounts hereinafter stipulated to be paid and the provisions of this Lease hereinafter stipulated to be observed and performed by Lessee, Lessor hereby demises and lets to Lessee, and Lessee hereby takes and leases from Lessor, for the term described in Section 4 and subject to the provisions hereinafter set forth, the property described in Exhibit "A" (hereinafter "Leased Premises").

### 2. TITLE: CONDITION:

The Leased Premises are demised and let in their present condition without representations or warranty, express or implied, by Lessor, as to the state of the title thereto existing at the commencement of the term of this Lease, to any state of facts which an accurate survey or physical inspection might show, and to all applicable laws, rules, regulations, ordinances and restrictions now or hereafter in effect.

#### 3. USE:

Lesses shall use and occupy the Leased Premises solely for the operation of manufacturing facility and all related activities.

ANNEX A

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#### 4. TERM:

- (a) Subject to the provisions of this Lease, Lessee shall have and hold the Leased Premises for a fifteen year primary term which will commence the 31st day of December, 1983 (hereinafter the "Basic Term").
- (b) Lessee shall have the option to ranew this lease for one additional ten year term ("Additional Term") at a rental rate calculated in accordance with Section 5 below.
- (c) Each consecutive twelve month period during the Basic Term or Additional Term, beginning with the commencement date of this Lease, is herein called a "Lease Year."

#### 5. RENT

- (a) Lessee agrees to pay rent for the Lessed Premises at the rate per month set forth on Exhibit "B" ("Base Rent") in advance on the first day of each month, at a place designated in writing by Lessor to Lessee (plus Lessee agrees to pay any additional amounts pursuant to Sections 5(c) and 5(d) payable as set forth therein).
- (b) The Base Rent payable union Paragraph 5(a) hereof is based upon the Consumer Price Index set forth in Exhibit "C" ("Consumer Price Index") published by the Bureau of Labor Statistics, United States Department of Labor. The base index ("Base Index") for this lease is hereby stipulated to be the Consumer Price Index for the last period which is published prior to the commencement date of this lease.
- (c) In the event that the Consumer Price Index for the same or similar period during any Adjustment Year (as hereinafter defined) is in excess of the Base Index, the monthly rent for the three year period of this Lease immediately following the end of such Adjustment Year ("Adjusted Rent Period") shall be adjusted so that it shall be equal to the Base Rent plus an amount equal to (i) one hundred percent (100%) of (x) the difference between the then current Consumer Price Index and the Base Index, divided by (y) the Base Index, multiplied by (ii) the Base Rent; provided, however, that in no event shall the monthly rent ever be less than the Base Rent; and provided further, however, that in no event shall the monthly rent for any Adjusted Rent Period during the term of this Lease be in excess of the annual Consumer Price Index increases for each of the prior three years (limited for any such year to 34), multiplied by

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the Base Rent, plus the monthly rent for the immediately preceding three year period.

In addition to and independently of any adjustments in the Base Rent made pursuant to Section 5(c), an annual adjustment (the "Prime Adjustment") in the Base Rent shall be paid by the Lessor or Lessee on the annual anniversary date of this Lease based on the prime rate (the "Prime Rate") as quoted by the Chase Manhattan Bank, N.A., New York, New York, based on the following calculation: Beginning with the Prime Rate as quoted on December 31, 1983 (the "Initial Prime Rate"), if at any time during the year in question the Prime Rate is changed, the Base Rent shall be adjusted up or down at a rate of \$145.21 for each one (1) percentage point change in the Prime Rate multiplied by the number of days the Prime Rate is different than the Initial Prime Rate with the result being that the Base Rent will be increased (t) a rate of \$145.21 per one (1) percentage point increase in the Prime Rate times the number of days the Prime Rate stays at the increased rate or the Base Rent being lowered at a rate of \$145.21 per one (1) percentage point decrease in the Prime Rate times the number of days the Prime Rate Stays at the lower rate; provided, further, that any fractional impreases or decreases in the Prime Rate shall cause a pro rata adjustment in the Base Rent to occur, said pro rata adjustment fring calculated by multiplying the fractional increase in the Prine Rate times the \$145.21 per day adjustment rate, and that product times the number of days the fractional change in the Prime Rate remains in effect. These adjustments and readjustments in the Base Rent will occur as often as the Prine Rate changes with the net sum of any and all such calculations being the Prime Adjustment to be paid by Lessee if the Trime Adjustment is a net positive computation or to be paid by the Lessor if the Prime Adjustment is a net negative computation; provided, however, that in no event shall the Prime Adjustment be calculated using greater than a net four (4) percentage points increase in the Prime Rate above the Initial Prime Rate nor a net two (2) percentage points decrease in the Prime Rate below the Initial Prime Rate. The Prime Mojustment to be calculated on each anniversary date of this Lasse shall be based on the Initial Prime Rate.

By way of illustration, assume the Prime Rate was thirteen percent (13%) on December 31, 1983; then, during the year the Prime Rate increased to fourteen percent (14%) for thirty (30) days, decreased one-half (1/2) a percentage point to thirteen and one-half percent (13-1/2%) for thirty (30) days, decreased another one (1) percentage point to twelve and one-half percent (12-1/2%) for a period of forty five (45) days and then returned to the original thirteen percent (13%) for the remainder of the year. The respective changes to the Base Rent would be an upward adjustment of \$4,356.30 (\$145.21 x 30), an upward adjustment of \$2,178.15 (.5 x \$145.21 x 30), and a downward adjustment of \$3,267.23 (.5 x \$145.21 x 45), resulting in a Prime Adjustment to be paid by Lessee of \$3,267.22.

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(e) As used herein, the term "Adjustment Year,"
shall mean the third, sixth, ninth, twelfth and; if applicable, fifteenth, eighteenth, twenty-first and twenty-fourth

(f) If the Bureau of Labor Statistics, United States Department of Labor, changes the form or the basis of calculating the Consumer Price Index, the parties agree to utilize the Consumer Price Index as so changed and published by the Bureau of Labor Statistics with respect to all subsequent Lease Years; provided, however, that the Base Index shall also be adjusted to the same such form or basis of calculation.

- (g) All the other terms, conditions, duties, and obligations imposed on the Lessor and the Lessee shall be the same during the Additional Term as provided in this Lease for the Basic Term.
- (n) At the beginning of each Adjusted Rent Period, the rent for the preceding Lease Year shall be paid until the Consumer Price Index for the same or similar period of the Adjustment Year is available, and at such time the new rental will be paid promptly including arrearages, if any.
- (i) All rent not paid by Lessee when due shall bear interest at the lower of highest rate permitted by applicable law or three percent (3%) over the published prime rate of Chase Manhattan Bank, N.A., New York, New York, as such rate is published from time to time.
- (j) "Annual Rent" shall refer to all amounts due and payable pursuant to the provisions set forth in this Section 5.

#### 6. NET LEASE:

Lease Years.

This Lease is a net, net, net lease, and Lessee shall pay all taxes, including all property taxes assessments and other expenses of every character, whether foreseen or unforeseen, ordinary or extraordinary, for the payment of which Lessor or Lessee is or shall become liable by reason of its estate or interest in the Lease Premises, or which are connected with or arise out of the possession, use, occupancy, operations, maintenance or repair, of the Lease Premises or any portion thereof, including, without limitation, those specifically referred to in this Lease. The Annual Rent payable by Lessee hereunder shall be paid by Lessee without notice or demand and without any set-off (except as provided in that certain promissory note dated of even date herewith and attached as Exhibit "D" and incorporated herein by reference), counterclaim, deduction, defense, abatement, suspension, deferment, diminution, or reduction of any kind or for any reason (except as set forth herein).

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- 7. OTHER CHARGES: COMPLIANCE WITH LAW AND AGREEMENTS:
- (a) Lessee shall pay and discharge, prior to the imposition of any interest or penalty for delinquency in payment, assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date of the commencement of the term of this Lease and whether or not to be completed within the term of this Lease), fees, water, sewer or other rents, electricity, rates and charges, excises, levies, license fees and other governmental and similar charges, general or special, ordinary or extraordinary, or foresten or unforeseen, of every character, and any interest and penalties thereon, which at any time during or in respect of the term of this Lease may be levied or assessed against, or be a lien upon, or may be confirmed or imposed on or in respect of, (1) the Leased Premises or any portion thereof or the interest of Lessee or Lessor therein or in respect thereof, (ii) Rent,\* (iii) this Lease or the interest of Lessee or Lessor herounder, (iv) the possession, use, occupancy, operation, wintenance or repair of the Leased Premises or any position thereof, or (v) the earnings arising from the possession, use, operations, or occupancy thereof; but nothing in this Section 7 shall require payment by Lessee of Ing income or excess profits tax of Lessor determined on the basis of Lessor's general income or revenues, unless such tax is in lieu of or a substitute (in whole or in part) for another tax or assessment upon or against the Leased Premises, which, if such other tax or assessment were in effect, would be payable by Lessee. If any tax or assessment levied or assessed against the Leased Premises may legally be paid in installments, Lessee shall have the option to pay such tax or assessment in installments, and Lessee shall be obligated to pay only such installment as shall be properly allocated (o periods within the term hereof.
- (b) Lessee shall pay all charges for utility communication, and other services rendered or used on or about the Lessed Premises.
- (c) Lessee shall, at its cost and expense, comply with, and cause the Leased Premises to comply with and be used in accordance with all applicable laws, rules, regulations, ordinances, restrictions and insurance policies, now or hereafter in effect; all applicable agreements to which Lessee is a party or by which it is bound, nor or hereafter in effect; and all applicable agreements of which Lessee has notice and which are now in effect, including those which require the making of any unforeseen or extraordinary changes; provided, however, that nothing contained herein shall require Lessee or Lessor to make structural changes or repairs unless required because of Lessee's negligence or misconduct.

<sup>\*&</sup>quot;Annual Rent" shall mean that term as defined in Section 5.

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(d) Lessee shall furnish to Lessor, within fifteen (15) days after written demand by Lessor, proof of the payment of any tax, assessment, fee, water, sewer, electricity, or other rent, rate or charge, excise, lovy, license fee, permit fee, inspection fee or other authorization fee or other governmental or similar charge, or any other charge, which is payable by Lessee.

#### 8. LIENS:

Lessee will remove and discharge promptly, at its cost and empense, all liens, encumbrances and charges upon the Leased Premises or Lessee's lessehold interest therein which arise for any reason whatsoever, including all such liens, encumbrances and charges which arise out of the possession, use, occupancy, maintenance or repair of the Lessed premises or by reason of labor or materials furnished or claimed to have been furnished to Lessee or otherwise, but excluding liens caused or permitted by Lessor, Subject to the provisions of Section 11(c), in lieu of discharging any such lien, Lessee may, at its cost and expense, post a bond in an amount sufficient to prevent foreclosure of such lien.

## 9. INDEMNIFICATION:

Lessee is and shall be in exclusive control of the Leased Premises and Lessor shall not have any liability to Lessee or any third party in connection therewith. Lessee shall pay, and shall protect, indemnify and hold lessor harmless from and against, any and all liabilities, losses, damages, costs, expenses (including, without limitation, attorneys' fees and expenses), causes of action, auits, claims, demands, or judgments, of any nature whatsoever, whether foreseen or unforeseen, ordinary or accraordinary, arising or alleged to arise, (collectively "Claims and Damages") from or in connection with (i) any injury to, or the death of, any person or any damage to or loss of property on or near the Leased Premises or in any manner growing out of or connected with, or alleged to grow out of any other real or personal property used or occupied in connection with the Leased Premises or any portion thereof (whether owned or under the control of Lessee or any other person) or resulting, or alleged to result, from the condition of any thereof; (ii) any violation, or alleged violation, by Lessee of any provisions of this Lease or of any law, rule, regulation, ordinance, restriction, or insurance policy, now or hereafter in effect, or of any agreement to which Lessee is a party or by which it is bound, now or hereafter in effect, or of any agreement of which Lessee has notice and which is

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now in effect, affecting or applicable to the possession, use, occupancy, maintenance or repair of the Leased Premises or any portion thereof or of adjoining passageways, sidewalks or streets; (iii) any consent permitted by Section 15(b). This Section 9 shall not apply to any Claims and Damages caused by Lessor or Lessor's agents, employees or invitees.

### 10. MAINTENANCE AND REPAIR:

Lessor shall not have any liability or obligation to furnish or pay for any services or facilities of whatsoever nature or to make any repairs or alterations of whatsoever nature In or to the Leased Premises, including but not limited to structural repairs. Lessee hereby assumes the full and cole responsibility for the condition, operation, repair, replacement, maintenance, and management of the Leased Premiser. Lessee, at its sole cost and expense, shall maintain in good condition and order and take good care of the Leased Framises, shall make all nonstructural repairs thereto (and if damage is caused by Lessee's negligence or misconduct, structual repairs thereto), whether interior or exterior, ordinary or extraordinary, foreseen or unforeseen, wid shall maintain and keep the Leased Premises and the sidewalks, paved area, and curbs on and adjacent thereto in cleah and first class order, repair and condition.

## 11. ALTERATIONS AND ADDITIONS:

- (a) Without the prior written consent of the Lessor. Lessee shall not demolish nor undertake any structural alterations of any of the Leased Premises or any part thereof that would change the overall character of the Lagued Premises, weaken or impair the structural integrity, leasen the value of the Leased Premises, or alter the exterior appearance of the Leased Premises, except to the extent, if any, required to comply with the provisions of Section 12 hereof.
- (b) Lessee shall not subject the fee title in and to the Leased Premises to any easements or to any liens of mechalics, laborers, materialmen, contractors or subcontractors, or to any other liens or charges whatsoever arising out of the construction, maintenance or repair of buildings, structures, or other improvements, or arising in any other manner. Lessee agrees to immediately discharge (either by payment or by filing of the necessary bond, or otherwise) any mechanic's, materialmen's, or other lien against the Leased Promises which may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for Lessee or any subtenant in, upon or about the Leased Premises.
- (c) Notwithstanding the provisions of Section 11(b), Lessee shall have the right to contest in good faith any lian

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or charge and delay discharge thereof, but only so long as such delay of discharge will not: (i) adversely affect the closing of any loan or refinancing by Lessor, or the fee owner of the Land or part thereof, concerning the Leased Premises; or (ii) adversely affect the sale of the Leased Premises or part thereof by the Lessor or fee owner; or (iii) have the result that any lien shall remain after the termination of expiration of this Lease; or (iv) have the result that any lien may be foreclosed upon the Leased Premises.

### 12. CONDEMNATION AND CASUALTY:

- (a) In the event that the title to all or substantially all of the Leased Premises shall be taken by condemnation proceedings of any right of eminent domain, this Lease shall terminate and expire on the date of such taking and Lessor and Lessee shall each be entitled to receive the proceeds resulting from such taking attributable to its interest.
- (b) Should the Leased Premises be so damaged by fire or other casualty respiting from the fault or negligence of Lessee, Lessee's agents, amployees or invitees, such damage shall be repaired by and at the expense of Lesses under the direction and supervision of Lassor and rent shall continue without abatement. Should the Leased Premises be damaged by fire or other casualty not caused by negligence or fault of Lessee, its agents, employees or invitees, the following shall result: (i) should the Lessia Premises be rendered wholly unfit for occupancy and not be susceptible of repair within a reasonable time after such damage, lessor or Lessee shall have the option to terminate this lease as of the date of such damage, and Lessee shall pay rent Mercunder apportioned to the time of such damage and immediately surrender the Leased Premises to the Lessor; or (11) should such damage, however, be susceptible of repair within a reasonable time after occurrence, Lessee shall promptly cause to be made such repairs jusing for auch purpose available insurance proceeds) without affecting this Lease, but the rent hereunder shall be reduced or abated as shall be equitable while such repairs are being made. In all cases, due allowance shall be made for reasonable delay effecting repairs where caused by delay in adjustment of insurance loss, strikes, labor difficulties, or any cause beyond Lessee's control.

#### 13. INSURANCE:

(a) Lessee will, at all times during the term hereof and at its cost and expense, maintain and keep in force the following policies of insurance:

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- value of the improvements, with replacement cost endorsement, against loss or damage to the Leased Premises caused by fire and any of the risks covered by insurance of the type now known as "fire, extended coverage, and broad form perils". Adequate limits of liability must be maintained to comply with appropriate coinsurance requirements.
  - (ii) Statutory Worker's Compensation insurance.
- (iii) General Liability and Automobile Liability insurance in a comprehensive form including products liability insurance with a combined single limit of \$1,000,000.
- (iv) Umbrella Liability coverage with a \$10,000,000 limit of liability.
- (b) Such insurance shall be written by companies of recognized financial standing which are well rated by national rating organizations (n) are legally qualified to issue such insurance. Lessor may, but shall not be required to, prosecute any claim against any inturer, or to contest any settlement proposed by any insurer. Lesses shall, at its cost and expense, prosecute any such claim, or contest any such settlement, and in such event Lesses may bring any such prosecution, or contest in the name of Lessor, Lesses or both, and Lessor will join therein at Lesses's request upon receipt by Lessor of an indemnity from Lesses against all cost, liabilities, and expenses in connection with such prosecution or contest.
- Premises shall name Lessor as an additional insured, shall provide that the issuer thereof waives all rights of subrogation against Lessor, any successor to Lessor's interest in the Leased Premises, and any such mortgages or assignes, that 30 days' prior written notice of cancellation shall be given to any such mortgages or assignes therein, shall not be invalidated by any act or neglect of Lessor or Lesson nor by any foreclosure or any other proceedings or notices thereof relating to the Leased Premises or any interest therein, nor by any change in the title or ownership of the Leased Premises for purposes more hazardous than are permitted by such policy. No such policy shall contain a provision relieving the issuer thereof of liability for any loss by reason of the existence of other policies of insurance covering the Leased Premises against the peril involved.
- (d) Lessee shall deliver promptly after the execution and delivery of this Lease, original or duplicate policies to Lessor evidencing all the insurance that is then required

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to be maintained by Lessee, and Lessee shall, not less than 30 days prior to the expiration of any insurance, deliver other original or duplicate policies or certificates of the insurers to Lessor evidencing the renewal of such insurance.

- (e) If Lessee obtains or carries separate insurance concurrent in form or contributing in the event of loss other than that required in this Section 13 to be furnished by Lessee, Lessor shall be included therein as a named insured. Lessee shall immediately notify Lessor whenever any such separate insurance is obtained and shall deliver to Lessor the policy or policies or certificates evidencing the same.
- (f) Upon the expiration or termination of this Lease, of the request of Lessor, any or all insurance policies shall be transferred to Lessor free of all right, title, and interest of Lasse. Lessee shall be entitled to compensation for the unearred premiums of any policies so transferred.

### 14. EXPINATION OR TERMINATIONS

- (a) In the event of the expiration or termination of this Lease for any reason, the obligation and liabilities of Lessee, actual or contingent, under this Lease which shall have arisen, but which shall not have been performed or satisfied, shall survive such termination. Lessee shall remain obligated to deliver to Lessor 11 proceeds of insurance then held by Lessee in respect of any casualty which occurred prior to such termination.
- (b) Upon the expiration or tormination of this Lease, all rent payable hereunder shall be provided to the date of such expiration or termination.

### 15. SUBLETTING: ASSIGNMENT:

(a) Lessee may sublet portions of the Leased Premises without the prior consent of Lessor; provided, however, that Lessor may from time to time or at any time designate a reasonable form of lesse and various provisions (including but not limited to minimum rentals (not more than the existing market rates) and minimum and maximum terms) with which Lessee must comply with respect to all subleases unless Lessor consents in writing to a deviation therefrom. No such sublease shall affect or reduce any obligations of Lessee or rights of Lessor hersunder, and all obligations of Lessee hersunder shall continue in full effect as the obligations of a principal and not of a guarantor or surety, as though no subletting had been made. Any rental provided for in such sublease which is in excess of the Rent payable by Lessee to Lessor hersunder shall be paid to Lessor as additional Rent hersunder.

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- Section 15(a) or assign all or part of its interest under this Lease only upon receiving the prior written consent of Lessor. Notwithstanding any such subletting or assignment, Lessee shall remain primarily liable for all of its obligations under this Lease and such obligations shall continue undiminished and as the obligations of a principal as though no such subletting or assignment had been made. Lessor's consent to any subletting or assignment shall not be deemed consent to any other subletting or assignment.
- (c) Any sublease or assignment by Lessee not in compliance with the provisions of Subsections (a) or (b) of this Section 15 shall be woid.
- (3) Lessee may not mortgage or pledge all or any part of its interest in this Lease or the Leased Premises, any sublease or assignment, or the right to receive any of the proceeds from subleased or assigned property without the express consent of Lessor.
- (e) Lessor may mortgage, assign, convey, or otherwise transfer its estate, right, title, and interest hereunder or in the Leased Framises, or any portion thereof, without the consent of Lessee. Lessee shall subordinate its interest in this Lease and attorn to any mortgagee of the Leased Premises, provided only that such mortgagee agrees not to disturb Lessee's possession of the Leased Premises so long as it is not in default hereunder. In the event of any such transfer of title of its estate in this Lease, Lessor shall automatically be relieved of all its obligations upon the transferee's assuming such obligations. Any estate, right, title, or interest assigned as permitted by this Section 15(c) may be assigned and reassigned in like manner by any assignee thereof.

## 16. ADVANCES BY LESSOR LESSEE: PERMITTED CONTESTS:

(a) If Lessee fails to make or perform any payment or act on its part to be made or performed under this Lease, then, subject to the provisions of Section 16(b), Lessor may (but need not), without waiving any default or releasing Lessee from any obligation, make such payment or perform such act for the account and at the cost and expense of Lessee. All amounts so paid by Lessor and all necessary and incidental costs and expenses (including, but not limited to, attorneys' fees and expenses) incurred in connection with the performance of any such act by Lessor, together with interest at the highest rate allowable under the applicable law from the date of the making of such payment or of the incurring of such costs and expenses by Lessor, shall be payable by Lessee to Lessor on demand as additional rent.

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- (b) Lessee shall not be required, nor shall Lessor have the right, to pay, discharge, or remove, any tax, charge, levy assessment, or lien, or any other imposition or encumbrance on or against the Leased Premises or any portion thereof so long as: (1) Lessee shall, at its cost and expense, contest the existence, amount, or validity thereof by appropriate proceedings, which proceedings shall operato to prevent (i) the collection of or other realization upon the tax, charge, levy, assessment, or lien, or other imposition or encumbrance so contested, and (ii) the sale, forfeiture, or loss of the leased Premises or any portion thereof, of of the Annual Rent, or additional rent, or portion thereof, to satisfy the same, and which proceedings shall not affect the payment in full of any Annual Rent or additional rent payable hereunder or any use or disposition thereof by Lesson; and (2) Lessee shall have given such security as may be required in the proceedings and such reasonable security as may be demanded by Lessor to insure such payment and to prevent any sale or forfeiture of the Leased Premises or any position thereof by reason of such nonpayment; and (3) Lessor is not in any danger of criminal liability by reason of such hompayment.
  - 17. CONDITIONAL LIMITATIONS EVENTS OF DEFAULT AND REMEDIES:
- (a) Any of the following occurrences or acts shall constitute an "event of default" under this Lease:

## (i) if Lessee shall

- (A) default in making payment when due of any monthly rent, or additional rent, or other monetary sum payable hereunder; or
- (B) default in the observance of parformance of any provisions of any instrument pur
  suant to which Lessee undertakes obligations, or makes
  agreements, for the benefit of Lessor or any assignee
  of Lessor's rights as lessor under this Lesse; provided,
  however, that no default in any other lesse between
  Lessor and Lessee shall be deemed to be a default
  hereunder; or

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(C) default in the observance of performance of any other provision of this Lease to be observed or performed by Lessee hereunder; and

if such default shall continue as to (A) for two (2) business days or as to (B) for thirty (30) days or as to (C) for forty-five (45) days, after Lessor shall have given to Lessee notice specifying any such default as to (A), (B) or (C) and demanding that the same be cured (or, as to (B) and (C), if by reason of the nature thereof such default cannot be cured merely by the payment of money and cannot with due diligence be wholly cured within such period of 30 or 45 days, as the case may be, if Lessee shall fail to proceed promptly to cure the same and thereafter prosecute the tricing of such default with all due diligence, it being incended in connection with a default not susceptible of being wholly cured with due diligence within such period that the time within which to cure the same shall be extended for such period as may be necessary to complete the curing of the same with all due diligence); or

- (ii) if the Leared Premises shall be abandoned by Lessee for a period of 30 consecutive days, provided, however, that the Leased Premises shall not be deemed to have been abandoned if Lessee shall observe and perform the provisions of this Lease to be observed and performed by Lessee and if Lessee is continuing to manage and operate the Leased Premises; or
- (iii) if Lessee shall file a petition in bankruptcy or for reorganization or los an arrangement pursuant to the BankruptcyAct or under any similar federal or state law, now or hereafter in effect, or shall be adjudicated a bankrupt or become insolvent, or shall make an assignment for the benefit of its creditors, or shall admit in writing at inability to pay its debts generally as they become due, or shall be dissolved, or shall suspend payment of its obligations, or shall take any corporate action in furtherance of any of the foregoing; or
- (iv) if a petition or answer shall be filed proposing the adjudication of Lessee as a bankrupt or its reorganization pursuant to the Sankruptcy Act or any similar federal or state law, now or hereafter in effect, and (A) Lessee shall consent to the filing thereof, or (B) such petition or answer shall not be discharged or denied within 60 days after the filing thereof; or

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- (v) if a receiver, trustee, or liquidator (or other similar official) shall be appointed for or take possession or charge of Lessee or of all or any substantial portion of the business or assets of Lessee or of Lessee's estate or interest in the Leased Premises, and shall not be discharged within 60 days thereafter or if Lessee shall consent to or acquiesce in such appointment; or
- (vi) if the estate or interest of Lessee in the Leased Premises or any sublease thereof shall be levied upon or attached in any proceeding and such process shall not be vacated or discharged within 50 days after such levy or attachment, unless Lessee shall be contesting such levy or attachment in good faith and in accordance with the requirements of Section 16(b); or
- (vii) If Lessee shall default in the payment of principal, premium, or interest in the amount of \$100,000 or more on any note, bond, debenture, or other evidence of indebtedness upon which Lessee may be or become lable beyond any period of grace provided with respect thereto, or shall fail to comply with any provision of any such evidence of indebtedness or any instrument under which or pursuant to which any such evidence of indebtedness may be issued, if the effect of such failure is to cause, or permit the holder or holders thereof (or a trustee or agent, on behalf of such holder or holders) to cause, such evidence of indebtedness to (secome due prior to its stated maturity or to foreclose upon all or any portion of the Lessed Premises; or
- (viii) if a judgment in excess of \$100,000 against Lessee shall remain undischarged for more than thirty (30) days after such judgment because final.
- (b) This Lease and the term and estate herety granted are subject to the limitation that whenever an event of default shall have occurred, Lessor may, at its election, during the continuance of such event of desfault:
  - (i) proceeding by appropriate judicial proceedings, wither at law or in equity, to enforce performance or observance by Leasee of the applicable provisions of this lease or to recover damages for the breach thereof; or
  - (ii) by written notice to Lessee as provided herein terminate this Lease, whereupon Lessee's estate and all right of Lessee to the use of the Leased Premises shall forthwith terminate as though

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ార్ట్ జాముకు ఎందు కోర్డాన్ ప్రామెక్కుడు. అది కార్డు కోర్డా కొంటే కొరికి కొరికి కొరికి కొరికి కొరికి కొరికి కొర కొట్టి కొరికింకు కొట్టి కొరికి కొ కొరికి కోట్ మీడికి కొరికి కొట్టికి కొరికి కొరిక

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this Lease had never been made, but Lessee shall remain liable as hereinafter provided; and thereupon Lessor shall have the immediate right of re-entry and possession of the Leased Premises and the right to remove any or all persons or property therefrom; and Lessor may thenceforth hold, possess, and enjoy the Leased Premises free from any rights of Lessee and any person claiming through or under Lessee; and Lessor shall have the right to recover forthwith from Lessee:

- (A) any and all rent and all other amounts payable by Lessee hereunder which may then be due and impaid or which may then be accrued and unpaid;
- (B) as liquidated damages for loss of the bargain and not as a penalty, an amount equal to the excess of the aggregate of all unpaid ment which wold have been payable if this Lease had not been terminated prior to the end of the Basic Term over the aggregate fair rental value of the Leased Premises at the date of termination of this Lease for the period from such termination date to the end of the Basic Term both discounted in accordance with accepted financial practice at the rate of 10% per annum to then present worth; provided, however, the Lessor shall not owe any sums to Lessee if such discounted fair rental value is greater than such discounted unpaid ment; and
- (c) any and all damages and expenses (including, without limitation, attorneys' fees and expenses), which Lessor shall have sustained by reason of the breach of any provision of this Lease or the termination of this Lease,
- (c) nothing herein contained shall limit or prejudice the right of Lessor, in any legal, administrative, or other proceedings, to prove for an obtain, as liquidated damages by reason of the termination of this Lesse pursuant to Section 17(b), an amount equal to the maximum allowed by such proceedings, or by any statute, regulation, or rule governing the proceedings in which such damages are to be proved, whether or not such amount shall be greater or less than the amount referred to in Section 17(b); provided, however, that in any case Lessor shall be obligated to mitigate damages.
- (d) Unless the term of this Lease shall have terminated as provided in Section 17(b)(ii) or as permitted by law, if Lessor shall obtain possession of the Leased Premises or any portion thereof following an event of default hereunder, Lessor shall have the right, without notice, to repair or alter the Leased Premises or any portion thereof in such manner as to Lessor may deem appropriate consistent with

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Lessee's obligations as provided in this Lesse, to put the same in good order and to make the same rentable and shall have the right, at Lessor's option, to re-let the Leased Premises or any portion thereof, and Lessee agrees to pay to Lessor on demand all fees, costs, and expenses incurred by Lessor in obtaining possession, and in repairing and putting the Leased Premises or any portion thereof in good order and condition, and in reletting the Leased Premises or any portion thereof including reasonable fees and expenses of attorneys, engineers, mechanics, and other skilled persons, and other reasonable expenses and commissions.

- (e) At the request of Lessor upon the occurrence of an event of default hereunder, Lessee will quit and surrender the Leased Promises to Lessor or its agents, and Lessor may without further notice enter upon, re-enter and repossess the Leased Premises by summary proceedings, ejectment or otherwise. The words "enter", "re-enter", and "re-entry" are not restricted to their technical meaning.
- (f) If Lessee shall be in default in the observance or performance of any phovision of this Lease, Lessee shall pay to Lessor all fees, costs, and other expenses which may become payable as a result thereof or in connection therewith, including, but not limited to, attorneys' fees and expenses. If Lessor shall without fault on its part be made a party to any litigation commenced against Lessee, and if Lessee shall not provide Lessor with counsel satisfactory to Lessor, Lessee shall pay all costs and attorneys' fees incurred or paid by Lessor in connection with such litigation.
- (g) No right or remedy herein appleared upon or reserved to Lessor is intended to be exclusive of any other right or remedy, and every right and remedy shall be sumulative and in addition to any other legal or equitable right or remedy given hereunder, now or hereafter existing. The failure of Lessor to insist upon the strict performance of way provision or to exercise any option, right, power, or remedy contained in this Lease shall not be construed as a wiaver or relinquishment thereof for the future. Receipt by Lessor of any Annual Rent or additional rent payable hereunder with knowledge of the breach of any provisions contained in this lease shall not constitute a waive of such breach (other than the prior failure to pay such Annual Rent or additional rent), and no waiver by Lessor of any provision of this Lease shall be desmed to have been made unless made under signature of an officer of Lessor. Lessor shall be entitled, to the extent permitted by law, to injunctive relief in case of the violation, or attempted or threatened violation, of any provision of this Lease, or to a decree compelling observance or performance of any provision of this Lease, or to any other legal or equitable remedy.

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#### RELATIONSHIP: 18.

Notwithstanding anything else herein to the contrary, neither party hereto shall be construed or held, by virtue of this Lease, to be the agent, partner, joint venturer, or associate of the other party hereto, it being expressly understood and agreed that the relationship between the parties hereto is and at all times during the term of this Lease shall remain that of landlord and tenant.

#### 19. NOTICES:

Any notice provided for in or permitted under this Lease shall be made in writing and may be given or served by (i) delivering the same in person to the party to be notified, or (ii) depositing the same in the mail, air mail, postage prepaid, registered or certified with return receipt requested, and addressed to the party to be notified, or (iii) mending by telex, cable or telegram at the fastest transmittal and delivery available to the party to be notified with a copy thereof sent by certified or registered air mail on the same If notice is deposited in the mail pursuant to (ii) or (iii) of this Section 29, it will be effective upon receipt or refusal. For the purposes of notice, the addresses of the parties shall be, until changed as hereinafter provided for, as follows:

If to Lessee:

Laslie-Locke, Inc. 4501 Circle 75 Parkway Atlanta, Georgia 30339

copy to:

Bob Paller 2400 First Atlanta Tower Atlanta, Georgia 30383

If to Lessor:

Bass Brothers Building, Inc. 3200 First City Bank Tower 201 Main Street Fort Worth, Texas 76102

copy to:

Billie J. Ellis, Jr. 2500 First City Bank Tower 201 Main Street Fort Worth, Texas 76102

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Mowever, the parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least ten (10) days' written notice to the other party. Each party shall have the right from time to time to specify additional parties to whom notice here-under must be given by delivering to the other party ten (10) days' written notice thereof setting forth the address of such additional party or parties; provided, however, that neither party shall have the right to designate more than two such additional parties. Notice required to be delivered herewider shall not be deemed given until the additional parties, if any, designated by such party have been given notice in a manner deemed effective pursuant to the terms of this Section 19.

### 20. ESTOPPEL CERTIFICATES:

Lessee will, from time to time upon not less than 10 days' prior request by Lessor, execute, acknowledge, and deliver to Lessor a statement of Lessee, signed by its President or one of it! Vice Presidents and currently dated, certifying that this Lease is unmodified and in full effect (or, if there have been modifications, that this Lesse is in full effect as modified, and identifying such modification) and the dates to which the rent and other amounts payable by Lessee hereunder have been paid, and either stating that, after due inquiry, to the knowledge of the signer of such certificate no default exists in the observance or performance of any provision contained in this Lesse and no event of default of which the signer may have knowledge, it being intended that any such statement delivered pursuant to this Section 20 may be relief upon by any mortgages or by any prospective purchaser of the Lessed Premises or any assignee of such mortgage.

#### 21. SURRENDER:

(a) Upon the expiration or earlier termination of the term of this Lease, Leasee shall surrender the Leased Premises to Lessor in the same condition in which the Leased Premises were originally received from Lessor except as repaired, rebuilt, restored, altered, or added to as permitted by any provision of this Lease or as agreed upon in writing by Lessor and Lessee and except for ordinary wear and tear. Property not removed shall become the property of Lessor, which may thereafter cause such property to be removed from the Leased Premises and disposed of, but the cost of any such removal and disposition as well as the cost of repairing any damage caused by such removal shall be borne by Lessee.

Property of County Clerk's

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- (b) Except for surrender upon the expiration or earlier termination of the term hereof, no surrender to Lessor of this Lease or of the Leased Premises or any portion thereof or of any interest therein shall be valid or effective unless agreed to and accepted under signature of an officer of Lessor, and no act by any other representative or agent of Lessor, and no act by Lessor, other than such an agreement and acceptance so signed, shall constitue an acceptance of any such surrender.
- (c) In the event that Lessee fails to surrender the Leased Premises upon the termination or expiration of this Lease, then Lessee shall pay rent at the then fair rental value for the Leased Premises; provided, however, that Lessee shall, from and after the termination or expiration of this Lease, be a tenant at will of Lessor.

### 22 REASONABLENESS:

Any consent of Lessor permitted or required hereunder shall not be unreasonably delayed or unreasonably withheld.

#### 23. SEPARABIGITY:

Each provision contained in this Lease shall for all purposes be construed to be separate and independent. The breach of any provision hereof by Lessor shall not discharge or relieve Lessee from Lessee's obligation to observe and perform each provision of this Lease, unless such breach materially interferes with Lessee's use of the Leased Premises. If the application of any provision hereof to any person or circumstances shall to any extend be invalid or unenforceable, the remainder of this Lease, and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and shall be enforceable to the full extent permitted.

### 24. FIRST RIGHT OF REFUSAL:

Should Lessor receive a bona fide third party written offer to purchase the Lessed Premises or any part thereof, Lessor shall give Lessee written notice of all the terms of such proposed sale, and Lessee shall have the right, for fifteen (15) days from receipt of such notice, to advise Lessor of Lessee's intention to purchase the Lessed Premises or portion thereof on such terms. Should Lessee not timely notify Lessor of the exercise of such right of first refusal, Lessor then shall have the right to sell the Lessed Premises or any part thereof to the proposed purchaser on such terms, subject to this Lesse.

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If Lessee shall timely notify Lessor of the exercise of such right of first refusal, Lessee shall have thirty (30) days after the date of such notice by Lessor to consummate such purchase.

#### 25. BINDING EFFECT:

Subject to the provisions of Section 15, all provisions contained in this Lease shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Lessor and Lessee to the same extent as if each such successor and assign were named as a party to this Lease. The provisions of this Lease may be amended, waived or terminated only by an instrument signed by Lessor and Lessee.

#### 26. ENTIRE AGREEMENT:

This Leaze contains the entire agreement of the parties hereto with respect to the lease of the Leased Premises and may not be modified orally or in any other manner than by an agreement in writing signed by all parties hereto or their respective successors in interest.

### 27. MISCELLANEOUS:

The headings to the various sections of this Lease have been inserted for convenient reference only and shall not modify, define, limit or expand the expressed provisions of this Lease. This Lease shall be governed by and construed and enforced in accordance with the laws of the state in which the Leased Premises is located and shall be subject to all applicable laws, statutes, rules, regulations, ordinances and orders, whether of such state or otherwise.

LESLIE-LOCKE. INC.

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Title: Freschent

"LESSEE"

BASS BROTHERS BUTCHING, INC.

By Will W

Title: RESIDENT

"LESSOR"

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### EXHIBIT "A"

#### PARKE

That part of the Southeast 1/4 of Section 19, Township 60 Sorth, Range 13 east of the third principal maridian, described as follows:

Commencing at 1 point in the south line of said southeast 1/4 which is 414.48 fact west of the southeast corner of said Section 19 and continuing thence west on the south line of said southeast 1/4, a distance of 177.00 feet to a point; thence north at ticht angles to said south line for a distance of 230.00 feet to a point in the south line of a private street known as Kaltose Street; thence east on said south line of said line bring parallel with the south line of said southeast 1/4, for a distance of 177.0 feet to a point; thence south at right argins to said south line for a distance of 230.00 feet to the point of beginning, in Cook County, Illinois.

#### PARCEL BI

That part of the southeast 1/6 of Section 19 Termship 40 Morth, Range 12 East of the third principal actician, described as follows:

Commencing at a point in the south line of said southeast 1/4 which is 393.28 feet west of the southeast corner of said Section 19 and continuing thence west on the south line of said southeast 1/4, for a distance of 122.00 feet to a point; thence north at right angles to said south line for a distance of 230.00 feet to a point in the south line of a private street known as Melrose Street; thence east on said south line, said line being parallel with the south line of said south east 1/4 for a distance of 122.00 feet to a point; thence south at right angles to said south line for a distance of 230.00 feet to the point of beginning, in Cook County, Illinois.

#### PARCEL CI

That part of the southeast 1/4 of Section 19, Township 40 North, Range 12 east of the third principal meridian, described as follows:
Commencing at a point in the south line of said southeast 1/4 which is 715.28 feet west of the southeast corner of said Section 19 and continuing thence west on the south line of said southeast 1/4, a distance of 170.00 feet; thence morth at

right angles to said south line 230.00 feet to a point in the south line of a private street known as Helrose Street; thence east on said south line, said line being 230.00 feet morth of and parallel with the south line of said southeast 1/4, 170.00 feet; thence south at right angles to said south line, 230.00 feet to the place of beginning, all in Cook County, Illinois. 87182127

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Property or County Clerk's Office

### EXHIBIT "A"

Lot 2-R, a Revision of Lot 2, SOUTH PARK INDUSTRIAL TRACTS, an Addition to the City of Fort Worth, Terrant County, Texas, according to plat recorded in Volume 388-Forty-eight, Page 596, Deed Records of Corrant County, Texas. ame rant to Or Cook County Clark's Office

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EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 113 of the 16th District of Pulton (formerly Payette) County, Georgia and being more particularly described as

TO LOCATE THE POINT OF BEGINNING, commence at the point of the intersection of the mortheasterly side of the right of way of Stonehill Drive and the mortherly side of the zight of way of Villanova Drive and thence proceeding in a northwesterly direction along the mortheasterly side of the right of way of said Stonehill Drive, a distance of \$98.25 feet to the POINT OF BEGINNING, PROM THE POINT OF BEGINNING THUS BETABLISHED, thence North 43 degrees \$8 minutes West, a distance of 50.48 feet along the mortherly right of way of Signehill Drive to a point, thence along the northeasterly aid of the right of way of said Stonehill Drive (the arc of Month 59 degrees 23 minutes 53 seconds West, a distance of 314.71 feet), a distance of 318.73 feet, thence along said right of way of Stonehill Drive (the arc of said curve being subtended by a chord having a bearing of North 40 degrees 47 winges 48 seconds West, a distance of 27.98 feet), a distance of 29.55 feet to a point, thence along said right of way of Stonehill Drive (the arc of said curve being subtended by a chord-howing a bearing of North 47 degrees 05 minutes 18 seconds West, a distance of 97.05 feet), a distance of 105.55 feet to a point, thence along said right of way of Stonehill Drive (the art of said curve being subtended by a chord having a bearing of South 55 degrees 16 minutes 00 seconds West, a distance of 90.97 feet), a distance of 97.74 feet to a point, thence along said right of way of Stonehill Drive (the arc of said curve at subtended by a chord having a bearing of South 52 degrees 21 minutes 15 seconds West, a distance of 28.26 feet), a distance of 30.04 feet to a point, thence along said right of way of Stinihill Drive (the arc of said curve is subtended by a chord having a bearing of South 83 degrees 33 minutes 30 seconds West, a distance of 66.37 feet), a distance of 66.41 feet to a point, thence North 09 degrees 39 minutes 15 seconds West, distance of 38.95 feet to a point, thence North 36 degrees 32 minutes 00 seconds West, a distance of 470.69 feet to a goint, thence North 43 degrees 30 minutes 45 seconds Bask, Adistance of 65.06 feet to a point, thence North 54 degrees (3 minutes 45 seconds East, a distance of 97.67 feet to a point, thence North 60 degrees 43 minutes 30 seconds East, a distanct of 80.50 feet to a point, thence North 68 degrees 19 minutes 45 seconds East, a distance of \$1.97 feet to a point; thence

North 80 degrees 13 minutes 30 seconds East, a distance of 91.62 feet to a point, thence South 89 degrees 22 minutes 15 seconds Bast, a distance of 78.90 feet to a point, thence along a curve (said curve is subtended by a short having a bearing of South 64 degrees 21 minutes 19 seconds Zest and a distance of 333.29 feet and a radius of 478.34 feet), a distance of 340.43 feet to a point, thence South 43 degrees 58 minutes 60 seconds Zest a distance of 163.26 feet to a point, thence South 43 degrees 58 minutes 60 seconds East, a distance of 386.42 feet to a point, thence South 46 degrees 02 minutes 00 seconds West, a distance of 397.01 feet to a point and the POINT OF BEGINNING.

Said tract or parcel of land is located in Land Lots 113 and 114 of the 14th PP District, Pulton County, Georgia and contains 11.269 acres. Said tract or parcel of land is shown as surveyed by Thomas M. Love, Jr. and Associates, dated August 2, 1969 and January 13, 1970 and survey by Urban Engineers, Inc., dated December 16, 1976.

#### PARCEL A:

That part of the Southeast 1/4 of Section 19, Township 40 North, Range 12 East of the Third Principal Meridian, described as follows:

Commencing at a point in the South line of said Southeast 1/4 which is 416.28 feet West of the Southeast corner of said Section 19 and continuing thence West on the South line of said Southeast 1/4, a distance of 177.00 feet to a point; thence North at right angles to said South line for a distance of 230.00 feet to a point in the South line of a private street known as Melrose Street; thence East on said South line of said line being parallel with the South line of said Southeast 1/4, for a distance of 177.0 feet to a point; thence South at right angles to said South line for a distance of 230.00 feet to the point of beginning, in Cock County, Illinois.

#### PARCEL B:

That part of the Southeast 1/4 of Section 19, Township 40 North, Range 12 East of the Third Principal Meridian, described as follows:

Commencing at a point in the South line of said Southeast 1/4 which is 593.28 feet West of the Southeast corner of said Section 19 and continuing thence West on the South line of said Southeast 1/4, for a distance of 122.00 feet to a point; thence North at right angles to said south line for a distance of 230.00 feet to a point in the South line of a private street known as Melrose Street; thence East on said South line, said line being parallel with the South line of said South East 1/4 for a distance of 122.00 feet to a point; chance South at right angles to said South line for a distance of 230.00 feet to the point of beginning, in Cook County, Illinois.

#### PARCEL C:

That part of the Southeast 1/4 of Section 19, Township 40 North, Range 12 East of the Third Principal Meridian, described as follows:

Commencing at a point in the South line of said Southeas, 1/4 which is 715.28 feet West of the Southeast corner of said Section 19 and continuing thence West on the South line of said Southeast 1/4, a distance of 170.00 feet; thence North at right angles to said South line 230.00 feet to a point in the South Line of a private street known as Melrose Street; thence East on said South line, said line being 230.00 feet North of and parallel with the South line of said Southeast 1/4, 170.00 feet; thence South at right angles to said South line, 230.00 feet to the place of beginning, all in Cook County, Illinois.

Permanent Tax Numbers: 12-19-400-031

Volume: · 64

(Affects Parcel A)

12-19-400-051

(Affects Parcels B and C)

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#### EXHIBIT "B"

Monthly base rent for the Leased Premises -- \$57,416.67

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EXHIBIT "C"

Base Consumer Price Index for Fulton County, Georgia property -- 304.4

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