

88324269

After recording, return to:

Kathryn Raysses, Esq.
Ronald R. Delmenico & Assoc.
20 North Wacker Drive, Ste. 2240
Chicago, Illinois 60606



DEPT-01 RECORDING \$32.00
T#2222 TRAN 1295 07/22/89 13:35:00
#6488 # B *-88-324269
COOK COUNTY RECORDER

CONSENT AND CERTIFICATE OF LESSORS' BENEFICIARY

This consent and certificate is given as of June 6, 1988, by the undersigned, who certifies as follows:

1. The undersigned, is the sole beneficiary ("Beneficiary") under Chicago City Bank and Trust Company Trust Agreements 7887 and 7812, the Trustee of which is the lessor, not personally but solely as Trustee as aforesaid, (the "Lessor") under those certain Leases (the "Leases") both dated December 8, 1977, by and between Lessors and The Dial Corporation, a Delaware corporation ("TDC"), successor by merger to Purex Corporation, as lessee, covering certain real property (the "Premises") situated in Chicago, Cook County, Illinois, as more fully described in Exhibits "A" and "B" attached hereto and made a part hereof.

2. TDC has advised Beneficiary that:

- (a) TDC intends to assign its rights under the Leases to Soft Sheen Products, Inc. ("SSP"), a corporation;
- (b) SSP will accept such Leases subject to the terms and conditions of the Leases and will perform all of the obligations of the lessee thereunder;
- (c) TDC will remain primarily liable for the performance of all obligations of the Lessee under the Leases for the remaining Term (as defined in the Leases);
- (d) SSP will sublease the Premises back to TDC for a short period of time to enable TDC to complete certain repairs to the premises and remove certain equipment.

3. Beneficiary hereby certifies to TDC and SSP that the assignment of the Lessee's rights under the Leases to SSP and the sublease back to TDC of the Premises are hereby consented to by Beneficiary and does not constitute a default under the Leases, so long as TDC and SSP remain primarily liable for the performance of all obligations of the Lessee under the Leases for the remaining Term, until such time as Lessor releases TDC in writing from such liability.

4. Nothing herein shall be construed as a release of TDC or any other person or entity (including SSP) from its or their liabilities under the Leases.

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5. Consent to this assignment to SSP and sublease to TDC shall not be construed to be consent to any additional assignments or subleases of the Leases, but each successive act shall require similar consent of Beneficiary.

Executed as of the 6th day of June, 1988.

BENEFICIARY UNDER TRUST
AGREEMENT 7812

Richard Klarich
Address: 9009 S. Western Avenue
Chicago, IL 60620

Address: _____

BENEFICIARY UNDER TRUST
AGREEMENT 7887

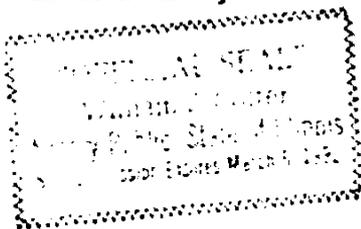
Greenwood Investments Partnership
By: [Signature]
Address: 9009 S. Western Avenue
Chicago, IL 60620

Address: _____

STATE OF Illinois)
COUNTY OF Cook) SS:

I, William J. Collier, a Notary Public in and for said County in the State aforesaid, do hereby certify that M. Richard Klarich and S. Richard Klarich, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged the same as their free and voluntary act.

Given under my hand and Notarial Seal this 6th day of June, 1988.



[Signature]

Notary Public

My Commission Expires:

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INDUSTRIAL BUILDING LEASE

NO. 1201

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INDUSTRIAL BUILDING LEASE

Bldgs # 3-4

DATE OF LEASE	TERM OF LEASE	MONTHLY RENT
December 8, 1977	Dec. 8, 1977; Dec. 8, 1992	\$681.030 for a fifteen year term being \$3783.33 per month.
<p>Location of Premises One story building commonly known as 8801-25 Greenwood Ave. Chicago, Illinois, as shown on lease plot plan dated December 5, 1977, marked as Exhibit A, attached hereto and made a part hereof.</p> <p>Purpose Present Gateway chemical operations, similar operation, bleach making and filling, blow molding, and pot cleaner manufacturing.</p>		

8832-1269

LESSEE

LESSEE

- PUREX CORPORATION
- Attention: Marie Asper
- 5101 Clark Avenue
- Lakewood, CA. 90712

LESSOR

LESSOR

- CHICAGO CITY BANK AND TRUST COMPANY, TRUST NO. 7897
- c/o M. RICHARD KJARICH
- 9009 S. Western Avenue
- Chicago, Illinois 60620

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

RENT

1. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessee may designate in writing.

CONDITION AND UPKEEP OF PREMISES

2. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or his agent, prior to or at the execution of this lease that are not herein expressed; Lessee will keep the Premises including all appurtenances, in good repair, replacing all broken glass, wall glass of the same size and quality as that broken, and will replace all damaged plumbing fixtures with others of equal quality, and will keep the Premises, including adjoining alleys, in a clean and healthy condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this lease at Lessee's expense, and will, without injury to the roof, remove all snow and ice from the same when necessary, and will remove the same and ice from the sidewalk abutting the Premises, and upon the termination of this lease, in any way, will wind up the Premises to Lessor, in good condition and repair, except for ordinary wear and tear, and will deliver to Lessor a statement in the past three days of the condition of the Premises and appurtenances, and will deliver to Lessor a statement in the past three days of the condition of the Premises and appurtenances, and will deliver to Lessor a statement in the past three days of the condition of the Premises and appurtenances.

LESSEE NOT TO MISUSE; SUBLET; ASSIGNMENT

3. Lessee shall not allow the Premises to be used for any purpose that will increase the cost of insurance thereon, nor for any purpose other than that hereinbefore specified, and will not load thereon with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, and will not allow the Premises to be occupied in whole, or in part, by any other person, and will not sublet the same or any part thereof, nor assign this lease without in each case the written consent of the Lessor and Lessee, and Lessee will not permit any transfer by operation of law of the interest in the Premises acquired through this lease, and will not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the tenants or the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten consecutive days; and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit the alteration of or addition to any part of the Premises, except by written consent of Lessor; all alterations and additions to the Premises shall remain for the benefit of Lessor; Lessor shall not be bound to accept the assignment of this lease or to a sublease of said premises.

MECHANICS LIEN

4. Lessee will not permit any mechanic's lien or lien to be placed upon the Premises or any machinery or improvements thereon during the term hereof, and in case of the filing of any such lien Lessor will protect the same. If default in payment thereof shall continue for thirty (30) days after the date thereof, then Lessor to the Lessee, the Lessor shall have the right and privilege at Lessor's option of causing the same or any portion thereof without injury as to the validity thereof, and any amount so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill therefor. This paragraph is subject to the provisions of Paragraph 22, in the Rider attached hereto.

INDEMNITY FOR ACCIDENTS

5. Lessee covenants and agrees that he will protect and save and hold the Lessor harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any law or ordinance, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee and at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whatsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof.

NON-LIABILITY OF LESSOR

6. Lessor shall not be liable for any damage occasioned by failure to keep the 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 burning, leaking or running of any pipes, tank or plumbing fixture, or above, upon or about Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice falling upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

WATER, GAS AND ELECTRIC CHARGES

7. Lessee will pay, in addition to the rent above specified all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted, and in case said water rents, and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessee to keep the Premises in a clean and healthy condition, as above specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

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R I D E R

(16) It is further expressly agreed by the Lessee that it will conduct its business in a lawful manner, obtaining at its own expense from time to time during the entire period of this Lease, such licenses and permits and paying such fees as may be necessary for the conduct of its business under Municipal Ordinances and Regulations or State or Federal Statutes or requirements, and that the Lessee will, at its own expense, furnish and maintain, if necessary, such bonds as may be required from time to time by the City of Chicago in the maintenance of and driveways, curbs, or sidewalk openings which Lessee may deem necessary in the operation of its business.

(17) Lessee shall, during the entire term of this Lease, take out, with responsible carriers, maintain, and pay for fire, extended coverage (including tornado damage) and vandalism and malicious mischief insurance in the amount of not less than \$ 500,000. From time to time Lessor may require an increase or decrease in such sum upon determination of a different replacement value. Notwithstanding the foregoing, the parties will use their best efforts to at all times maintain the amount of such insurance at the premises replacement value.

In addition thereto, Lessee shall take out, with responsible carriers, maintain and pay for boiler and pressure vehicle insurance coverage at a sum not less than \$100,000.

Certificates of insurance will be furnished to Lessor naming Lessor as an additional insured in the above insurance as its interest may appear.

Lessee shall take out, with responsible carriers, maintain, and pay for third party bodily injury and bodily damage insurance and cause Lessor to be named as an additional insured thereunder in respect to the premises as Lessor's interest may appear in a minimum amount of \$1,000,000 each person and \$2,000,000 each occurrence.

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(18) Lessor reserves the right at any time during the term of this lease to convey the demised premises by mortgage or trust deed to any person, firm or corporation, to secure the payment of any note or notes evidencing any loan or loans, which Lessor in Lessor's discretion may decide to make, and this lease shall be subject and subordinate to any such mortgage, mortgages, trust deed or trust deeds and the note or notes evidenced and secured thereby. However, while the holder of such mortgage, trust deed shall have the right in event of default under the terms of the above mortgage trust deed and may proceed to foreclose its lien thereunder as long as there remains no uncured default in this lease on the part of the Lessee, the Lessee shall have the right of quiet enjoyment of the premises hereunder, as long as it continues to make rental payments as directed by the holder of said mortgage or trust deed, and the holder of said mortgage trust deed recognizes the option on the part of the Lessee to extend the term of this Lease and the option on the part of the Lessee to purchase the demised premises. Such subordination agreement shall also be binding upon any purchaser or purchasers under any foreclosure sale of the demised premises. The Lessee shall execute any and all documents required by the lender to give effect to this provision.

(19) It is understood and agreed that Lessee intends to bring in assembly lines and other equipment and machinery to the demised premises in furtherance of the purposes set forth in the first page of this lease, which may require certain alterations. It is agreed that in respect to the installation of the equipment thereof, Lessee will submit to Lessor in writing its proposed plans for installation and Lessor agrees within forty-eight hours after receipt thereof, to shall transmit to Lessee any objections to such proposed plans and its suggestions for the proper method of installation. Nevertheless, Lessee shall not make any alterations or additions at all to the demised premises without first obtaining written approval from Lessor, which approval the Lessor shall not unreasonably or arbitrarily withhold.

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(20) (A) Lessee shall maintain the exterior grounds, lawns and shrubbery, and shall at all times keep those areas neat and clear of rubbish or debris. Lessee shall maintain exterior building lighting and flood lighting. Lessee shall maintain existing exterior fences and gates.

(B) Upon receipt of written request from Lessee, Lessor shall during the term of this Lease make any and all necessary repairs to the roof and exterior walls of the demised premises, and as necessary paint the exterior of the window and door sashes, except in case of damage thereto caused by any act or neglect on the part of the Lessee.

(21) (A) If the demised building is substantially destroyed and made wholly untenable by fire or other casualty, Lessor may elect:

(1) to terminate this lease by service on Lessee of an advance thirty (30) day written notice, in which event this lease shall terminate thirty (30) days after receipt thereof; or

(2) Lessor may elect to repair, restore or rehabilitate said building at Lessor's expense and give notice of his intention so to do in writing within thirty (30) days from the date of such destruction, in which event Lessor shall have one hundred twenty (120) days from the date Lessor is unable to take possession of the injured premises to undertake reconstruction or repairs, in which latter event the lease shall not terminate, but rent shall be abated on a per diem basis while the premises are untenable. If Lessor elects not to repair, restore or rehabilitate the building, and does not substantially complete the work within said 120 day period, either party may terminate this lease by the service of a thirty day notice at the expiration of said 120 day period. If Lessor substantially completes said building within said thirty (30) day period, this lease shall remain in full force and effect, and if not, the lease shall automatically terminate at the end of said thirty day period. In the event of termination of this lease pursuant to this provision, all rental shall be paid to the date of the destruction of said premises on a per diem basis.

(B) If the demised building shall be partially damaged by fire or other casualty, the building shall be repaired, restored or rehabilitated by and at the expense of Lessor, and all rentals due from Lessee, until the damaged portion of the premises is substantially ready for occupancy by Lessee, shall be abated according to the part of the demised building usable by Lessee, and the remainder of the rentals will be abated until said building is substantially ready for occupancy.

(C) In all cases requiring completion of the repair, restoration or rehabilitation of the demised building within a specified time, due allowance shall be made for delays which may be caused by adjustment of insurance, strikes, labor difficulties, Acts of God or any other causes beyond Lessor's control, and the time for substantial completion will be deemed automatically extended to the extent of the time consumed by such delay or delays.

(22) Lessor shall have the right at the termination of this Lease by lapse of time or otherwise to re-enter upon and take possession of the demised premises and, at Lessor's option, either retain without cost or charge all of the improvements, building fixtures or other structures installed in or on the building or demised premises by Lessee or in Lessee's behalf, or at Lessor's option may remove therefrom all or any part thereof at Lessee's expense. Notwithstanding the foregoing, Lessee's machinery or equipment may be removed by Lessee but all damage to the premises caused by such removal shall be repaired by Lessee at Lessee's expense.

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(23) Lessee shall have the right and option to elect to renew the lease of the demised premises for an additional term of ten years commencing on the expiration date of the original term of this lease and expiring on the tenth anniversary date of such commencement.

(A) The yearly base rental of the extended term shall be determined by adding three percent (3%) to the national average mortgage rate for a one story net lease industrial building in Chicago, Illinois at the time of the commencement of the additional term (or if such publication or information is not then available, then by adding three percent to the highest mortgage rate of interest then in effect by the First National Bank of Chicago) and multiplying that percentage times \$450,000.00; 1/12th of that base yearly rental shall be payable each month for the extended term, plus the general real estate taxes as provided in this lease.

(B) If Lessee shall elect to exercise this option it must give Lessor written notice of such election prior to the end of the thirteenth (13th) year of the original lease term in person or sent by U. S. Registered Mail or certified mail addressed to the Lessor.

(C) All other terms and conditions of the lease shall remain in full force and effect, unchanged, unmodified and unaltered for the extended term of the lease.

(24) (A) Lessee shall have the right and option to elect to purchase the demised premises at the end of the original lease term for the sum of \$450,000.00. If Lessee shall elect to exercise this option it must give Lessor written notice of such election prior to the end of the thirteenth (13th) year of the original lease term (in person or by U. S. Registered or certified mail addressed to the Lessor).

(B) Lessor shall thereupon procure a letter of title commitment from the Chicago Title and Trust Company showing title free and clear of mortgage liens or encumbrances (or satisfy any which may appear thereon at or before the time of closing) and (in exchange for the full purchase price by means of the usual escrow agreement with the Chicago Title and Trust Company, if demanded by either party, deliver a deed conveying clear title to grantee subject only to current general real estate taxes and assessments, if any, and easements of record and to the usual standard exceptions contained in owner's policies then being issued by the Chicago Title and Trust Company.

(25) Concurrently with the execution of this lease, the Lessee has leased the adjacent property commonly known as 1120-50 East 57th Street, Chicago. It is hereby agreed by Lessee and Lessor that if the Lessee elects to exercise either the lease renewal in Paragraph 23 or the purchase option in Paragraph 24, the Lessee shall simultaneously exercise the same option for said adjacent property, as provided in that lease.

(26) (A) Lessor agrees that it will cause the work generally described in the memorandum dated December 1, 1977 (re: Condition of the premises) to be carried out and performed by Klarich Construction Company, or its subcontractors, in a good and workmanlike manner in a manner consistent with the reasonable needs of Lessee and its operations without undue delay consistent with weather conditions and only to acts beyond the control of Klarich Construction Company. Klarich Construction Company guarantees the heating, ventilating and air conditioning systems against equipment failure (excluding maintenance) for a period of one

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year. The aforesaid memorandum has been initialed on behalf of the parties hereto for identification. Lessee shall cooperate in entering into suitable memorandum evidencing the fact that the work for each item has been done. Subsequent damage being incurred thereafter shall be the responsibility of Lessee. Lessor agrees that it will keep Klarich Construction Company and its subcontractors, agents and employees performing such work to be covered by the liability insurance of Klarich Construction Company with such insurance naming lessor and Lessee, Gateway Industries Inc., the officers, agents and employees also insured thereunder with such coverage being deemed and providing that it is primary and non-contributory to any other coverage of such parties. Lessor further agrees that it will cause, prior to the commencement of any such work, Klarich Construction Company to agree in writing for the specific benefit and in a manner enforceable by Lessee, Lessor, Gateway Industries Inc., their officers, agents, and employees that Klarich Construction Company and its subcontractors will indemnify and hold their agents, companies and persons harmless from injury and death to the workmen of Klarich Construction Company or its subcontractors, including any such injuries or death to workmen arising from the negligence or alleged negligence of Lessor, Lessee, Gateway Industries Inc., their officers, agents or employees. In addition thereto there shall be a suitable provision which effectively indemnifies and holds lessor and lessee free and harmless for damage to any of the property or the injury or death to the employees of lessor, lessee or Gateway Industries Inc.

(B) It is agreed that Lessee shall remove its machinery and equipment and restore the premises at the end of the term or extended term. By way of example, but not by way of limitation, storage tanks and slab foundation thereof whether now upon the premises or whether added thereto by Lessee shall be removed together with their piping, mechanical and related work, leaving only the floors, walls and ceilings all neatly patched, together with the improvements such as electrical, wiring, heating, ventilation, air conditioning and the like.

(C) Lessor shall have the option to decide which partitions and other related work shall be removed upon notice as provided in the lease. All partitions and related work that are left on the premises shall be neatly patched at Lessee's expense.

(D) Any and all openings in the exterior walls shall be neatly patched upon removal of any and all mechanical equipment owned by Lessee, at Lessee's expense.

(E) Lessee shall be responsible to maintain, or at its option to remove windbreaking partition along the east loading dock in building number 5. Lessee shall maintain the Gateway installed offices in building number 5 or remove the same at any time. Said offices are located along the east wall north of the phone equipment room and along the west wall north and south of the electrical equipment room. The "condition" of the premises referred to herein shall mean the condition of the premises when all the work required by the parties has been completed by Klarich Construction Company in a good and workmanlike manner.

(27) The legal description to the premises devised hereby is as follows:

Lot 3 in Klarich's Subdivision of part of the East half of the North East quarter of the North West quarter of Section 2, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Permanent Tax No. 35-02-102-913.

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Where in this instrument masculine pronouns are used, or words indicating the singular number appear, such words shall be considered as if feminine or neuter pronouns or words indicating the plural number had been used, where the context indicates the propriety of such use.

Where in this instrument rights are given to either Lessor or Lessee, such rights shall extend to the agents, employees, or representatives of such persons.

If this instrument is executed by a corporation, such execution has been authorized by a duly adopted resolution of the Board of Directors of such corporation.

This lease consists of 7 pages numbered 1 to 7, including a rider consisting of 6 pages, identified by Lessor and Lessee.

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument this day and year first above written.
CHICAGO CITY BANK AND TRUST COMPANY 400 1000
as trustee under TRUST 17887 individually

By: [Signature] Vice President
By: [Signature] Trust Officer

[Signature] LESSEE
[Signature] LESSOR

SEE EXEMPTORY CLAUSE ATTACHED
HEREIN AND MADE A PART HEREOF.

ASSIGNMENT BY LESSOR

On this _____ 19____ for value received, Lessor hereby transfers, assigns and sets over to _____ all right, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to _____ 19____.

GUARANTEE

On this _____ 19____ in consideration of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

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THIS LEASE IS ATTACHED TO AND MADE A PART OF LEASE DATED December 30th, 1977

THIS LEASE is executed by CHICAGO CITY BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated and known as Trust Number 7837 as Chicago City Bank and Trust Company, to all provisions of which Trust Agreement this lease is expressly made subject. It is expressly understood and agreed that nothing herein or in said Lease contained shall be construed as creating any liability whatsoever against said Trustee personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by said Lessee, and by every person now or hereafter claiming any right or security hereunder; and that so far as the said Trustee is concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the premises hereby leased for the payment thereof. It is further understood and agreed that the said Trustee has no agents or employees and merely holds naked legal title to the property herein described; that said Trustee has no control over, and under this lease, assumes no responsibility for, (1) the management or control of such property, (2) the upkeep, inspection, maintenance or repair of such property, (3) the collection of rents or the rental of such property, or (4) the conduct of any business which is carried on upon such premises.

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GUARANTEE

The undersigned in behalf of all beneficiaries
of CHICAGO CITY BANK AND TRUST COMPANY TRUST NO. 7887,
do hereby guarantee performance of all of the terms
and provisions of this lease required of Lessee.

DATED:

M. Richard Klarich
M. RICHARD KLARICH

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INDUSTRIAL BUILDING LEASE

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DATE OF LEASE	TERM OF LEASE		MONTHLY RENT
	BEGINNING	ENDING	
December 9, 1977	Dec. 8, 1977	Dec. 8, 1992	\$2,709.00 FOR 15 YEAR TERM BEING \$15,050.00 PER MONTH.

Location of Premises: ONE AND PART TWO-STORY BUILDING COMMONLY KNOWN AS 1120-50 EAST 89TH ST., CHICAGO, ILLINOIS, AS SHOWN ON THE "LEASE PLOT PLAN" DATED December 5, 1977, ATTACHED HERETO AND MADE PART HEREOF AS EXHIBIT A.

Purpose: Present Gateway chemical operations, similar operations bleach making and filling, blow molding, and pot cleaner manufacturing.

<p>LESSEE</p> <p>NAME: PUREX CORPORATION Attention: Merle Asper</p> <p>ADDRESS: 5101 Clark Avenue Lakewood, CA. 90712</p>	<p>LESSOR</p> <p>NAME AND ADDRESS: CHICAGO CITY BANK AND TRUST COMPANY, TRUST NO. 7812 c/o S. RICHARD KEARICH 9009 S. Western Avenue Chicago, Illinois 60620</p>
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In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises described above (the "Premises"), together with the appurtenances thereto, for the above Term.

to S. RICHARD KEARICH at the above address, in behalf of

RENT

1. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

CONDITION AND UPKEEP OF PREMISES

2. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or his agent, prior to or in the execution of this lease that are not herein expressed; Lessee will keep the Premises including all improvements, in good repair, replacing all broken glass with glass of the same size and quality as that broken and replaced, and all damaged plumbing fixtures with others of equal quality, and will keep the Premises, including adjoining areas, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this lease at Lessee's expense, and will without injury to the roof, remove all snow and ice from the same when necessary, and will remove the snow and ice from the sidewalk abutting the Premises, and upon the termination of this lease, in any way, will hold up the Premises to Lessor, in good condition and repair, less ordinary and ordinary wear and tear, and will deliver the keys to the Premises to Lessor at the time of termination of this lease. Paragraph 22 contains an "RIDER" rather than this paragraph.

LESSEE NOT TO MISUSE; SUBLET; ASSIGNMENT

3. Lessee will not allow the Premises to be used for any purpose that will increase the rate of taxation therefor for any purpose other than that heretofore specified, and will not load doors with machinery or goods beyond the floor load rating permitted by applicable municipal ordinances, and will not allow the Premises to be occupied in whole, or in part, by any other person, and will not sublet the same or any part thereof, nor assign this lease without in each case the written consent of the Lessor first had, and Lessor will not permit any transfer by operation of law of the interest in the Premises acquired through this lease, and will not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the tenants of the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten consecutive days, and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any alteration of or addition to any part of the Premises, except by written consent of Lessor; all alterations or additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the contract; and Lessor shall not be bound by any assignment or sublease of said premises.

MECHANICS LIEN

4. Lessee will not permit any mechanic's lien or liens to be placed upon the Premises or any building or improvement thereon during the term hereof, and in case of the filing of any such lien Lessee will promptly pay same, if default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to the Lessee, the Lessor shall have the right and privilege as Lessor's agent, during the term of this power thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be added to Lessor immediately on receipt of bill therefor. This paragraph is subject to the provisions of paragraph 22, in the rider attached hereto.

INDEMNITY FOR ACCIDENTS

5. Lessee covenants and agrees that he will protect and save and hold the Lessor forever harmless, as indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and hold harmless the Lessor against and from any and all loss, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, caused in whole or in part by the negligence of Lessee or those holding under Lessee, and will protect, indemnify and save and hold harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof.

NON-LIABILITY OF LESSOR

6. Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, or for any damage done or occasioned by or from plumbing, gas, water, electrical, steam or other pipes, or wiring or the burning, leaking or running of any pipes, tank or plumbing fixture, in, above, upon or about the Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice flowing upon or coming through the roof, eave, trap door or otherwise, nor for any damage arising from any neglect of any owners or occupants of adjacent or contiguous property.

WATER, GAS AND ELECTRIC CHARGES

7. Lessee will pay, in addition to the rent above specified all water rates, gas and electric light and power bills issued, levied or charged on the Premises, for and during the time for which this lease is granted, and in case said water, gas, and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts to paid, together with any taxes paid by Lessor to keep the Premises in a clean and healthful condition, as above specified, are declared to be so much additional rent or payable with the installment of rent next due thereafter.

KEEP PREMISES IN REPAIR

3. Lessor shall not be obliged to incur any expense for repairing any workmanship, work and premises or connected therewith, and the Lessee at his own expense will keep all improvements in good repair...

ACCESS TO PREMISES

7. Lessor will allow Lessee free access to the Premises for the purpose of examining or establishing same, or to make any needed repairs, or alterations thereof which Lessor may see fit to make...

ABANDONMENT AND RELETTING

10. If Lessor shall abandon or vacate the Premises, or if Lessor's right to occupy the Premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein...

HOLDING OVER

11. Lessee will, at the termination of this lease by lapse of time or otherwise, yield up immediately possession to Lessor, and failing to do so, will pay to Lessor as liquidated damages for the above term such sum as will hold the sum of \$1000.00...

EXTRA FIRE INSURANCE

12. There shall not be allowed, kept, or used on the Premises any inflammable or explosive liquid materials save such as may be necessary for use in the business of the Lessee...

RE-ENTRY

13. If Lessee shall be in default of any of the covenants herein contained to be kept by the Lessee, Lessor may, at any time, without notice, to declare said term ended, and to re-enter the Premises...

CONFESSION OF JUDGMENT

14. The Lessee hereby irrevocably and exclusively authorizes the undersigned Attorney at Law of the County of Santa Clara of the State of California to act as his agent...

FIRE AND CASUALTY

15. The Lessee shall be held responsible for any damage to the Premises caused by fire or other casualty...

PAYMENT OF FEES

16. Each party shall pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by either party in connection with the execution and performance of this lease...

- (15) (A) In addition to the rental specified above in this Lease, Lessee shall pay to the Lessor during the entire term of this Lease an amount equal to the general real estate taxes which may be levied, assessed or imposed upon the demised premises... (B) Lessee shall pay the full amount of such yearly taxes to the Lessor at the rate of one-twelfth (1/12) of said amount monthly in advance... (C) The amount of the tax payments shall be adjusted each year upon receipt of the previous year's tax bill... (D) The last available tax bill is for the year 1976 in the amount of \$66,852.80 for the demised premises... (E) The Lessor reserves the right to contest the general real estate taxes levied and assessed against the property during the term of this lease...

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R I D E R

(16) It is further expressly agreed by the Lessee that it will conduct its business in a lawful manner, obtaining at its own expense from time to time during the entire period of this Lease, such licenses and permits and paying such fees as may be necessary for the conduct of its business under Municipal Ordinances and Regulations or State or Federal Statutes or requirements, and that the Lessee will, at its own expense, furnish and maintain, if necessary, such bonds as may be required from time to time by the City of Chicago in the maintenance of and driveways, curbs, or sidewalk openings which Lessee may deem necessary in the operation of its business.

(17) Lessee shall, during the entire term of this lease, take out, with responsible carriers, maintain, and pay for fire, extended coverage (including tornado damage) and vandalism and malicious mischief insurance in the amount of not less than \$2,500,000. From time to time Lessor may require an increase or decrease in such sum upon determination of a different replacement value. Notwithstanding the foregoing, the parties will use their best efforts to at all times maintain the amount of such insurance at the premises replacement value.

In addition thereto, Lessee shall take out, with responsible carriers, maintain and pay for boiler and pressure vehicle insurance coverage at a sum not less than \$100,000.

Certificates of insurance will be furnished to Lessor naming Lessor as an additional insured in the above insurance as its interest may appear.

Lessee shall take out, with responsible carriers, maintain, and pay for third party bodily insurance and bodily damage insurance and cause Lessor to be named as an additional insured thereunder in respect to the premises as Lessor's interest may appear in a minimum amount of \$1,000,000 each person and \$2,000,000 each occurrence.

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(18) Lessor reserves the right at any time during the term of this lease to convey the demised premises by mortgage or trust deed to any person, firm or corporation, to secure the payment of any note or notes evidencing any loan or loans, which Lessor in Lessor's discretion may decide to make, and this lease shall be subject and subordinate to any such mortgage, mortgages, trust deed or trust deeds and the note or notes evidenced and secured thereby. However, while the holder of such mortgage trust deed shall have the right in event of default under the terms of the above mortgage trust deed and may proceed to foreclose its lien thereunder, as long as there remains no uncured default in this Lease on the part of the Lessee, the Lessee shall have the right of quiet enjoyment of the premises hereunder, as long as it continues to make rental payments as directed by the holder of said mortgage or trust deed, and the holder of said mortgage trust deed recognizes the option on the part of the Lessee to extend the term of this Lease and the option on the part of the Lessee to purchase the demised premises. Such subordination agreement shall also be binding upon any purchaser or purchasers under any foreclosure sale of the demised premises. The Lessee shall execute any and all documents required by the Lender to give effect to this provision.

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(19) It is understood and agreed that Lessee intends to bring in assembly lines and other equipment and machinery to the demised premises in furtherance of the purposes set forth in the first page of this lease, which may require certain alterations. It is agreed that in respect to the installation of the equipment thereof, Lessee will submit to Lessor in writing its proposed plans for installation and Lessor agrees within forty-eight hours after receipt thereof, it shall transmit to Lessee any objections to such proposed plans and its suggestions for the proper method of installation. Nevertheless, Lessee shall not make any alterations or additions at all to the demised premises without first obtaining written approval from Lessor, which approval the Lessor shall not unreasonably or arbitrarily withhold.

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(20) (A) Lessee shall maintain the exterior grounds, lawns and shrubbery, and shall at all times keep those areas neat and clear of rubbish or debris. Lessee shall maintain exterior building lighting and flood lighting. Lessee shall maintain existing exterior fences and gates.

(B) Upon receipt of written request from Lessee, Lessor shall during the term of this Lease make any and all necessary repairs to the roof and exterior walls of the demised premises, and as necessary paint the exterior of the window and door sashes, except in case of damage thereto caused by any act or neglect on the part of the Lessee.

(21) (A) If the demised building is substantially destroyed and made wholly untenable by fire or other casualty, Lessor may elect:

- (1) to terminate this lease by service on Lessee of an advance thirty (30) day written notice, in which event this lease shall terminate thirty (30) days after receipt thereof; or
- (2) Lessor may elect to repair, restore or rehabilitate said building at Lessor's expense and give notice of his intention so to do in writing within thirty (30) days from the date of such destruction, in which event Lessor shall have one hundred twenty (120) days from the date Lessor is unable to take possession of the injured premises to undertake reconstruction or repairs, in which latter event the lease shall not terminate, but rent shall be abated on a per diem basis while the premises are untenable. If Lessor elects so to repair, restore or rehabilitate the building, and does not substantially complete the work within said 120 day period, either party may terminate this lease by the service of a thirty day notice at the expiration of said 120 day period. If Lessor substantially completes said building within said thirty (30) day period, this lease shall remain in full force and effect, and if not, the lease shall terminate at the end of said thirty day period. In the event of termination of this lease pursuant to this provision, all rental shall be paid to the date of the destruction of said premises on a per diem basis.

(B) If the demised building shall be partially damaged by fire or other casualty, the building shall be repaired, restored or rehabilitated by and at the expense of Lessor, and all rentals due from Lessee, until the damaged portion of the premises is substantially ready for occupancy by Lessee, shall be apportioned according to the part of the demised building usable by Lessee, and the remainder of the rentals will be abated until said building is substantially ready for occupancy.

(C) In all cases requiring completion of the repair, restoration or rehabilitation of the demised building within a specified time, due allowance shall be made for delays which may be caused by adjustment of insurance, strikes, labor difficulties, Acts of God or any other causes beyond Lessor's control, and the time for substantial completion will be deemed automatically extended to the extent of the time consumed by such delay or delays.

(22) Lessor shall have the right at the termination of this Lease by lapse of time or otherwise to re-enter upon and take possession of the demised premises and, at Lessor's option, either retain without cost or charge all of the improvements, building fixtures or other structures installed in or on the building or demised premises by Lessee or in Lessee's behalf, or at Lessor's option may remove therefrom all or any part thereof at Lessee's expense. Notwithstanding the foregoing, Lessee's machinery or equipment may be removed by Lessee but all damage to the premises caused by such removal shall be repaired by Lessee at Lessee's expense.

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(23) Lessee shall have the right and option to elect to renew the Lease of the desired premises for an additional term of ten years commencing on the expiration date of the original term of this Lease and expiring on the tenth anniversary date of such commencement.

(A) The yearly base rental of the extended term shall be determined by adding three percent (3%) to the national average mortgage rate for a one story net lease industrial building in Chicago, Illinois at the time of the commencement of the additional term (or if such publication or information is not then available, then by adding three percent to the highest mortgage rate of interest then in effect by the First National Bank of Chicago) and multiplying that percentage times \$1,500,000.00; 1/12 of that base yearly rental shall be payable each month for the extended term, plus the general real estate taxes as provided in this lease.

(3) If Lessee shall elect to exercise this option it must give Lessor written notice of such election prior to the end of the thirteenth (13th) year of the original lease term in person or sent by U. S. Registered Mail or certified mail addressed to the Lessor.

(C) All other terms and conditions of the Lease shall remain in full force and effect, unchanged, unmodified and unaltered for the extended term of the Lease.

(24) (A) Lessee shall have the right and option to elect to purchase the desired premises at the end of the original lease term for the sum of \$1,900,000.00. If Lessee shall elect to exercise this option it must give Lessor written notice of such election prior to the end of the thirteenth (13th) year of the original lease term (in person or by U. S. Registered or certified mail addressed to the Lessor).

(3) Lessor shall thereupon procure a letter of title commitment from the Chicago Title and Trust Company showing title free and clear of mortgage liens or encumbrances (or satisfy any which may appear thereon at or before the time of closing) and in exchange for the full purchase price by means of the usual escrow agreement with the Chicago Title and Trust Company, if demanded by either party, deliver a deed conveying clear title to grantee subject only to current general real estate taxes and assessments, if any, and easements of record and to the usual standard exceptions contained in owner's policies then being issued by the Chicago Title and Trust Company.

(25) Concurrently with the execution of this Lease the Lessee has leased the adjacent property commonly known as 8801-25th GREENWOOD AVE, CHICAGO. It is hereby agreed by Lessee and Lessor that if the Lessee elects to exercise either the Lease renewal in Paragraph 23 or the purchase option in Paragraph 24, the Lessee shall simultaneously exercise the same option for said adjacent property, as provided in this lease.

(26) (A) Lessor agrees that it will cause the work generally described in the memorandum dated December 1, 1977 (re: Condition of the premises) to be carried out and performed by Klarich Construction Company, or its subcontractors, in a good and workmanlike manner in a manner consistent with the reasonable needs of Lessee and its operations without undue delay consistent with weather conditions and only to acts beyond the control of Klarich Construction Company. Klarich Construction Company guarantees the heating, ventilating and air conditioning systems against equipment failure (excluding maintenance) for a period of one

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year. The aforesaid memorandum has been initialed on behalf of the parties hereto for identification. Lessee shall cooperate in entering into suitable memorandum evidencing the fact that the work for each item has been done. Subsequent damage being incurred thereafter shall be the responsibility of Lessee. Lessor agrees that it will keep Klarich Construction Company and its subcontractors, agents and employees performing such work to be covered by the liability insurance of Klarich Construction Company with such insurance naming Lessor and Lessee, Gateway Industries Inc., the officers, agents and employees also insured thereunder with such coverage being deemed and providing that it is primary and non-contributory to any other coverage of such parties. Lessor further agrees that it will cause, prior to the commencement of any such work, Klarich Construction Company to agree in writing for the specific benefit and in a manner enforceable by Lessee, Lessor, Gateway Industries Inc., their officers, agents, and employees that Klarich Construction Company and its subcontractors will indemnify and hold their agents, companies and persons harmless from injury and death to the workmen of Klarich Construction Company or its subcontractors, including any such injuries or death to workmen arising from the negligence or alleged negligence of Lessor, Lessee, Gateway Industries Inc., their officers, agents or employees. In addition thereto there shall be a suitable provision which effectively indemnifies and holds lessor and lessee free and harmless for damage to any of the property or the injury or death to the employees of lessor, lessee or Gateway Industries Inc.

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(3) It is agreed that Lessee shall remove its machinery and equipment and restore the premises at the end of the term or extended term. By way of example, but not by way of limitation, storage tanks and slab foundation thereof whether now upon the premises or whether added thereto by Lessee shall be removed together with their piping, mechanical and related work, leaving only the floors, walls and ceilings all neatly patched, together with the improvements such as electrical, wiring, heating, ventilation, air conditioning and the like.

(C) Lessor shall have the option to decide which partitions and other related work shall be removed upon notice as provided in the lease. All partitions and related work that are left on the premises shall be neatly patched at Lessee's expense.

(D) Any and all openings in the exterior walls shall be neatly patched upon removal of any and all mechanical equipment owned by Lessee, at Lessee's expense.

(E) Lessee shall be responsible to maintain, or at its option to remove windbreaking partition along the east loading dock in building number 5. Lessee shall maintain the Gateway installed offices in building number 6 or remove the same at any time. Said offices are located along the east wall north of the phone equipment room and along the west wall north and south of the electrical equipment room. The "condition" of the premises referred to herein shall mean the condition of the premises when all the work required by the parties has been completed by Klarich Construction Company in a good and workmanlike manner.

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(17) The legal description of the premises devised hereby is as follows:

Parcel 1:

All that part of the East half of the Southeast quarter of the North East quarter of the Northwest quarter of Section 2, Township 37 North, Range 14, East of the Third Principal Meridian, lying West of the right of way of the New York, Chicago and St. Louis Railroad; and

Parcel 2:

A part of the Northeast quarter and the Northwest quarter of Section 2, Township 37 North, Range 14, East of the Third Principal Meridian, described as follows: Beginning at the intersection of the Westerly boundary of land conveyed by Calumet and Chicago Canal and Dock Company by Document No. 562950 with the center line of East 88th Street as extended from the East; thence East along said center line extended a distance of 100 feet to a point; thence Southeasterly a distance of 200.00 feet from last said point along a portion of a line connecting last said point with a point in the East and West quarter Section line of said Northeast quarter of said Section 2, which point is 25 feet Easterly by right angle measurement from said Westerly boundary of land conveyed by Document No. 562960; thence West 118.81 feet along a line parallel with said center line extended of East 88th Street to the intersection with the North and South center line of said Section 2; thence North 93.87 feet, more or less, along said North and South center line to the intersection with said Westerly boundary of land conveyed by Document No. 562960; thence Northwesterly 105.34 feet, more or less, along said Westerly boundary of land conveyed by Document No. 562960 to the place of beginning, in Cook County, Illinois.**

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Where in this instrument masculine pronouns are used, or words indicating the singular number appear, such words shall be considered as if feminine or neuter pronouns or words indicating the plural number had been used, where the context indicates the propriety of such use.

Where in this instrument rights are given to either Lessor or Lessee, such rights shall extend to the agents, employees, or representatives of such persons.

If this instrument is executed by a corporation, such execution has been authorized by a duly adopted resolution of the Board of Directors of such corporation.

This lease consists of 8 pages numbered 1 to 8, including a rider consisting of 5 pages identified by Lessor and Lessee.

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument this day and year first above written.

CHICAGO CITY BANK AND TRUST COMPANY
as trustee under TRUST 17812 ^{and not} individually

FOREX CORPORATION

By: [Signature] Vice President
By: [Signature] Trust Officer

[Signature]
LESSEE

All of the covenants, terms and conditions to be performed under this instrument by Chicago City Bank and Trust Company are understood by it as follows: as stated, and not individually. No liability shall be assumed or be enforceable against said Bank by reason of any of the covenants, obligations, warranties, statements or representations set forth herein. Any claims arising under this instrument shall be payable, if at all, only out of the property held in the trust.

SEE EXHIBIT ATTACHED
HERE TO AND MADE A PART HEREOF.
ASSIGNMENT BY LESSEE

On this _____ 19____ for value received, Lessor hereby transfers, assigns and sets over to _____ all rights, title and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to _____ 19____

GUARANTEE

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On this _____ 19____ in consideration of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

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RIDER ATTACHED TO AND MADE A PART OF LEASE DATED December 8, 1977

THIS LEASE is executed by CHICAGO CITY BANK AND TRUST COMPANY, Inc. personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated and known as Trust Number 7812 as Chicago City Bank and Trust Company, Inc. in all provisions of which Trust Agreement this lease is expressly made subject to. It is expressly understood and agreed that nothing herein or in said Lease or Rider shall be construed as creating any liability whatsoever against said Trustee personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by said Trustee, and by every person now or hereafter claiming any right or security hereunder, and that so far as the said Trustee is concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the premises hereby leased for the payment thereof. It is further understood and agreed that the said Trustee has no agents or employees and merely holds naked legal title to the property herein described; that said Trustee has no control over, and under this lease, assumes no responsibility for, (1) the management or control of such property, (2) the upkeep, insurance, maintenance or repair of such property, (3) the collection of rents or the operation of such property, or (4) the conduct of any business which is carried on on the premises.

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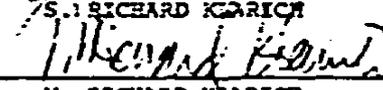
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G U A R A N T Y

The undersigned, being the sole beneficiaries of CHICAGO CITY BANK AND TRUST COMPANY TRUST NO. 7812, do hereby guarantee performance of all of the terms and provisions of this lease required of Lessor.

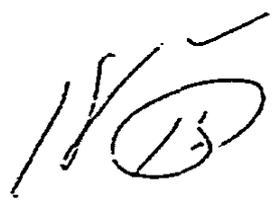
DATED:



S. RICHARD KLARICH


M. RICHARD KLARICH
as attorney in fact
for MARIJA KLARICH

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