

STANDARD LAUNDRY ROOM LEASE

Date: 2/21/84

Location of Building(s): 1341 Ports o Call Drive
 Palatine, IL # of Bldg. 1 # of Apts. 6
 Lessee: S & H Service, Inc. Lessor: Julson Realty Corp.
 Address: 190 Shepard, Suite E Address: 1322 Ports o Call Dr.
 Wheeling, IL 60090 Palatine, IL
 Lease Commencement Date: March 1, 1984 Expiration of Original Term: February 28, 1990
 Rental: Lessee to receive the first \$28.00 per month, balance of income to be retained by Lessor.

In consideration of the mutual covenants and conditions stated below, the Lessor and Lessee named above agree as follows:

1. **LEASE OF LAUNDRY ROOM(S).** Lessor leases to Lessee what is commonly known as the "Laundry Room(s)" and/or "Laundry Area(s)" in the premises described above "Building(s)" for the purpose of installing, operating, servicing, and repairing coin operated washing machines and dryers. A further description or drawing of the Laundry Room may be attached hereto as Exhibit "A"

2. **OPERATION OF EQUIPMENT.** Lessor shall service and maintain the laundry equipment at its sole expense, except for such damages or repairs caused by the Lessor or its agents or employees. Any claim by Lessor of inadequate service by Lessee must be made by certified or registered mail, return receipt requested. Lessee shall have a reasonable opportunity thereafter (not less than 72 hours from receipt of such notice) to repair or replace any machines not in working order. The sale (donation) of laundry equipment and all charges therefor shall be determined by Lessee.

3. **ACCESS TO LAUNDRY ROOM.** Lessee shall have exclusive control and possession of the Laundry Room except that Lessor shall have the right of use and access for any purpose necessary for the operation of the Building which does not interfere with the Lessee's operation and maintenance of its laundry equipment. The tenants of the Building shall have free and unobstructed access to the Laundry Room for the purpose of using the laundry equipment.

4. **RENTAL.** As payment to Lessor for rental of the Laundry Room, Lessee shall pay to Lessor at the address indicated above or at such other address designated by Lessor in writing and after the deductions set forth below, if any, either the rental stated above or a percentage equal to the rental percentage stated above of the coin receipts at least every six (6) months, having first deducted therefrom, (a) refunds paid to the occupants of the Building, (b) Federal, State, or local taxes, license fees, sales or occupational taxes, use, rental or personal property taxes, if any, and (c) an amount equal to Three Dollars per washer and dryer per month. Lessor shall have the right to request a field audit from time to time during the term of this Lease, provided Lessor pays to Lessee the prevailing charges therefor. All monies deposited in metered washers, dryers, or other machines installed by Lessee shall be the property of the Lessee and shall be removed and collected by Lessee at such times or intervals which Lessee in its sole discretion deems advisable. Lessee upon written agreement with Lessor, may allow Lessor to collect said monies.

5. **UTILITIES.** Lessee may connect its laundry equipment to and through the electric, water, heat, gas and sewer lines in the Building and use such utilities at no additional charge to Lessee. Lessor shall maintain all such utilities in good working order.

6. **EXCLUSIVE LAUNDRY EQUIPMENT.** Lessor represents that there is no other laundry equipment presently in the Laundry Room. That there is no other lease presently in effect or no other lease which will be in force or effect upon commencement of this lease in connection with the general operation of any other metered or nonmetered laundry equipment in the building for general use by tenants, and that Lessor will not during the term of this Lease or renewal thereof, install or use or permit any other person, firm, or corporation to install or use any laundry equipment in the Building, except as provided herein.

7. **CONDITIONS OF PREMISES.** Lessor warrants that at the time of installation there will be no building code violation(s) which adversely affects the ability of Lessee to install, operate or maintain its laundry equipment and that the premises have adequate utilities and lighting, including venting, ventilation and floor drainage. Lessor shall be responsible for all janitorial and housekeeping services for the laundry room, including lint removal from dryers.

8. **SECURITY.** Lessor shall provide adequate security for the Laundry Room and Lessee's equipment therein. In the event Lessor fails to provide such security and Lessee's equipment is burglarized or vandalized, then Lessee may, at its option, either terminate this Lease or withhold the rentals otherwise payable hereunder until Lessee is reimbursed for its loss and damage resulting therefrom. If Lessee elects to terminate, Lessor shall refund to Lessee the pro rata portion of any advance rentals, construction allowances or leasehold improvement paid by Lessee.

9. **TITLE TO EQUIPMENT.** Title to all laundry equipment and any fixtures, wiring, plumbing, ducts and accessories supplied or installed by Lessee shall at all times remain in and be held by Lessee. Upon the expiration or termination of this Lease by lapse of time or otherwise, Lessor shall not have the right to remove, move, disconnect or tamper with the Lessee's laundry equipment, other personal property or fixtures located in the leased premises except where written permission by Lessee has been granted, or to perform necessary janitorial or maintenance functions about the leased premises.

10. **TERM.** This Lease shall be automatically renewed for a period equivalent to the term herein set forth and on the same terms and conditions, unless Lessee shall give Lessor written notice of its intention not to renew at least 100 days prior to the end of the original term of this Lease. At the expiration of the additional period in accordance with the provisions hereof, this Lease shall then continue for additional successive terms unless terminated by either Lessee or Lessor. All notice hereunder shall be in writing by United States Registered or Certified Mail, One Hundred (100) days prior to the end of any subsequent term herein. Time shall be of the essence for the termination notice.

11. **FIRST REFUSAL.** At the expiration or termination of this Lease, if the Lessor desires to lease the Laundry Room to another person or entity to engage in the business of operating coin operated laundry equipment, the Lessee shall be granted the right to meet the terms of any bona fide offer for a proposed lease. The Lessee shall have 20 days from the receipt of a copy of the proposed lease by certified or registered mail, return receipt requested, to exercise this right of first refusal.

12. **INSURANCE.** Lessee agrees to procure public liability insurance coverage in limits of not less than \$300,000/\$500,000 insuring against risks of personal injuries or property damage out of use or operation of Lessee's laundry equipment, but Lessee shall not be responsible for any loss or damage caused by a breach of Lessor hereunder. Lessor does not assume responsibility for any loss, damage, or destruction to laundry equipment by fire, theft or other casualty beyond Lessor's reasonable control or prevention.

13. **BREACH OF LEASE.** In the event of a breach of this Lease by Lessee, which breach shall continue for ten (10) days after written notice thereof by Lessor (including, but not limited to the unauthorized disconnection of Lessee's laundry equipment, or the installation of laundry equipment by Lessor or any other person, firm or corporation), the parties recognize that damages to Lessee would be difficult to compute and therefore they agree that, at the option of Lessee, either (a) Lessor shall pay to Lessee at the expiration of each 10-day notice period as liquidated damages and not a penalty an aggregate sum equal to \$50 cents per day for each apartment in the Building multiplied by the number of days remaining for the balance of the unexpired initial term and renewal thereof (such number of days determined from the day on which the breach occurred) plus reasonable attorney's fees incurred by Lessee in enforcing this agreement, in which event Lessee shall have the right to remove its laundry equipment and other property any time after such breach and shall have no further obligation to install, maintain or operate such equipment in the subject Building or any other building, or (b) Lessor consents to the entry of a temporary and/or permanent injunction to restrain any violation of the agreement by Lessor and all persons acting for him or with him, together with reasonable attorney's fees incurred by Lessee in enforcing this agreement; and (c) such other legal remedy Lessee may choose.

14. **WAIVER OF SUBROGATION.** Lessor shall maintain fire and extended coverage insurance on the Building. Lessor shall make no claim for recovery against Lessee for damages or loss which may arise due to fire or any other peril covered by a policy maintained by Lessor, to the extent of the insurance proceeds recovered by the Lessor. If any portion of the Building is damaged by any insured casualty, then subject to the rights of any mortgage holder having a lien upon the Building, the Lessor shall repair the damage and restore the laundry room to good condition as rapidly as reasonably possible.

15. **AUTHORITY TO SIGN.** Lessor represents and warrants that it is the owner, beneficiary, lessee or duly authorized managing agent of the Building and that it has good right and lawful authority to execute this Lease.

16. **SUCCESSORS.** This agreement is assignable and shall be binding and shall inure to the benefit of the Lessor and the Lessee and their respective successors and assigns, including any future owners, beneficiaries, grantees, parties in interest or Lessee of the building if being the parties that the interest granted to Lessee herein shall run with the land and Building. Lessor represents that upon transfer of the Building Lessor shall notify transferee of this Lease. Failure of Lessor to notify his transferee shall not serve to relieve any subsequent Lessor of its obligations hereunder.

17. **ENTIRE AGREEMENT.** This Lease Agreement represents the entire agreement between the parties and this Agreement may not be amended, altered or modified unless in writing by both parties. Both parties reserve the right to insert correct legal description on the reverse side.

18. **GOVERNING LAW.** This Agreement shall be governed by the Laws of the State of Illinois or as specifically provided for herein.

Lessee: S & H Service, Inc.

Corporation Partnership Individual

By: [Signature]

Title: [Signature]

Address: [Signature]

Lessor: Julson Realty Corp.

Corporation Partnership Individual Trust

By: [Signature]

Title: [Signature]

Address: [Signature]

-89-516238

DEPT-G1 RECORDING \$12.25
T#2222 TRAN #847 10/31/89 10:25:00
45450 # 45450-516238
COOK COUNTY RECORDER

LEGAL:

The Southwest 1/2 of the West 1/2 of the Northeast 1/4 of Section 12, Township 42 North, Range 10, East of the Third Principal Meridian in Cook County, Illinois.

P. I. N. # 02-12-200-022

ASSIGNMENT BY LESSOR

For valuable consideration, the undersigned, the Lessor described in the within instrument, hereby transfers, assigns and sets-over to

NAME: _____

ADDRESS: _____

and to his or its heirs, legal representative, successors assigns, his entire interest in and to the within lease, and the rent coming due thereunder after _____ 19____

Lessee shall be authorized to continue making rental payments under this lease to the original Lessor until Lessee receives a copy of this agreement and the address for future rental payments to the assignee.

DATED: _____ 19____

NAME: _____

BY: _____

ASSIGNMENT BY LESSEE

For valuable consideration, the undersigned, the Lessee described in the within instrument, hereby transfers, assigns and sets-over to:

NAME: _____

ADDRESS: _____

and to his or its heirs, legal representatives, successors and assigns, his entire interest in and to the within lease, effective as of _____ 19____

DATED: _____ 19____

NAME: _____

BY: _____

STANDARD LAUNDRY ROOM LEASE AGREEMENT

TO

MAIL TO:

GLENN SEDEN & ASSOCIATES
ATTORNEYS AT LAW
100 W. WASHINGTON STREET, 11th FLOOR
CHICAGO, ILLINOIS 60601

