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STORE LEASE

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DATE OF LEASE	BEGINNING	TERM OF LEASE	ENDING	MONTHLY RENT
March 15, 1989	See Attached Rider	October 31, 2004		\$1.00 per year

Location of Premises: One Story "greenhouse" building at easterly end of property commonly known as 806 W. Belmont Avenue, Chicago, Illinois and immediately to the West of the property commonly known as 800 W. Belmont Avenue, Chicago, Illinois

Purpose: Operation of a restaurant/lounge

DEPT-01-RECORDING \$41.50
 T#7777 TRAN 6854 08/23/94 11:25:00
 #9385 # DW * -94-742892
 COOK COUNTY RECORDER

LESSEE

NAME: Halsted Street Cafe, Inc.
 ADDRESS: 800 West Belmont Avenue
 CITY: Chicago, Illinois 60657

LESSOR

NAME: Bank of Ravenswood UTA 1686 dated
 ADDRESS: October 14, 1975 and Albert J. Morlock
 as agent for Trust
 CITY: 806 West Belmont Avenue
 Chicago, Illinois 60657

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 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 Lessor may designate in writing.

WATER, GAS AND ELECTRIC CHARGES

2. 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 Lessor to keep the Premises in a clean and healthy condition, as herein specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

SUBLETTING; ASSIGNMENT

~~3. The Premises shall not be sublet in whole or in part to any person other than Lessee, and Lessee shall not assign this lease without, in each case, the consent in writing of Lessor first had and obtained; nor permit to take place by any act or default of himself or any person within his control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or signs of "To Let," or any other similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obtained. If Lessee, or any one or more of the Lessees, if there be more than one, shall make an assignment or the benefit of creditors, or shall be adjudged a bankrupt, Lessor may terminate this lease, and in such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent reserved by this lease for the then unexpired portion of the term hereby created, as liquidated damages.~~

LESSEE NOT TO MISUSE

4. Lessee will not permit any unlawful or immoral practice, with or without his knowledge or consent, to be committed or carried on in the Premises by himself or by any other person. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified, Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

CONDITION ON POSSESSION

5. 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, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or his agent prior to or at the execution of this lease that are not herein expressed.

REPAIRS AND MAINTENANCE

6. Lessee shall keep the Premises and appurtenances thereto in a clean, slightly and healthy condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at his own expense, and shall yield the same back to Lessor upon the termination of this lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness, repair and tightness as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon Premises and replace broken globes, glass and fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the Premises at his own expense. If, however, the Premises shall not thus be kept in good repair and in a clean, slightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants or employees, without such entering causing or constituting a termination of this lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, tightness, healthiness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures.

ACCESS TO PREMISES

7. Lessee will allow Lessor or any person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make, and Lessee will allow Lessor to have placed upon the Premises notices of "For Sale" and "For Rent", and Lessee will not interfere with the same, within the last 90 days of this Lease.

NON-LIABILITY OF LESSOR

8. Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the bucking up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the

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15. Lessor shall pay for all Lessor's costs, charges and expenses, including fees of attorneys, agents and other persons incurred in enforcing the obligations of Lessee under this lease or in any other matter connected with the lease or in which Lessor is involved through or on account of this lease.

14. If Lessee shall have a right to possession of the Premises shall be terminated in any way, the Lessee shall have sixty days from notice to proceed under the provisions of this lease. Notwithstanding the above, Lessee shall not be deemed to have waived its right to possession of the Premises until it has been notified in writing by Lessor of its intention to exercise its right to possession of the Premises.

13. If Lessee shall not pay the rent reserved hereby or if there be a breach of any of the covenants herein, Lessor shall have the right to terminate this lease for a breach of any of the covenants herein. Lessor shall also pay to Lessee all damages sustained by Lessee as a result of the termination of this lease. Lessor shall also pay to Lessee all damages sustained by Lessee as a result of the termination of this lease.

12. At the termination of the term of this lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, less by fire and ordinary wear and tear. Lessee shall also pay to Lessor all damages sustained by Lessee as a result of the termination of this lease.

11. Where building is equipped for the purpose, Lessor shall furnish to Lessee a reasonable amount of heat. Lessor shall also pay to Lessee all damages sustained by Lessee as a result of the termination of this lease.

10. Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, upon any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, door, ceiling, floor, or wall in any place in or about the Premises, or upon any of the appurtenances thereof, without in each case the written consent of Lessor first had and obtained.

9. Lessor shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, upon any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, door, ceiling, floor, or wall in any place in or about the Premises, or upon any of the appurtenances thereof, without in each case the written consent of Lessor first had and obtained.

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and Made Apart Here

This lease is executed by BANK OF RAVENSWOOD, not personally, or individually but solely as trustee as aforesaid and it is expressly understood and agreed by and between the parties hereto, any and all in this lease to the contrary notwithstanding, that such and all of the covenants, undertakings and agreements in this lease contained are made and intended not as personal covenants, undertakings and agreements of BANK OF RAVENSWOOD, or any of its officers, agents or employees, but this lease is executed and delivered by the undersigned Lessor solely as trustee as aforesaid and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against, BANK OF RAVENSWOOD, its officers, agents, or employees, on account of any covenants, representations, undertakings or agreements in this lease contained or otherwise, either express or implied, all such personal liability, if any, being hereby expressly waived and released, it being understood that the Lessor or anyone claiming by, through or under the Lessee shall look solely to the trust property for the enforcement or collection of any such liability. By way of illustration only and without limitation of the foregoing, it is further understood and agreed that neither the Lessor nor the said BANK OF RAVENSWOOD individually shall have any duty whatsoever with reference to the upkeep, maintenance or repair of said premises and makes no representations with reference to the condition of, or the title to, said premises. The Lessee hereunder is hereby charged with knowledge that the Lessor does not, in fact, have possession of nor exercise any dominion over the trust property or the income or avails therefrom. It is further expressly understood and agreed that this lease is signed by the undersigned Lessor solely for the purpose of subjecting the title to the trust property to the terms of this lease and for no other purpose whatsoever. Any conveyance of the demised premises by the undersigned Lessor shall operate to release the Lessor and BANK OF RAVENSWOOD in every capacity from any and all obligations, if any, under this lease. It is further expressly understood and agreed that no duty shall rest upon the Lessor or BANK OF RAVENSWOOD to sequester the trust property or the rents, issues and profits arising therefrom, or the profits arising from any sale or other disposition thereof.

CONFESSION OF JUDGMENT

16. I, the undersigned, hereby confess in full and appropriate manner any amount of money due in this State, to be his true and lawful attorney for him and in his name and stead, to enter his appearance in any suit or suits that may be brought in any court in this State at any time when any money is due hereunder for rent or otherwise, to waive the issuing of process and service thereof and trial by jury or otherwise, and to confess a judgment or judgments for such money so due and for costs of suit and for reasonable attorney's fees in favor of Lessor, and to release all errors that may occur or intervene in such proceedings, including the issuance of execution upon any such judgment, and to stipulate that no writ of error or appeal shall be prosecuted from such judgment or judgments, nor any bill in equity filed, nor any proceedings of any kind taken in law or equity to interfere in any way with the operation of such judgment or judgments or of execution issued thereon and to consent that execution may immediately issue thereon.

LESSOR'S LIEN

17. Lessor shall have a first lien upon the interest of Lessee under this lease, to secure the payment of all moneys due under this lease, which lien may be foreclosed in equity at any time when money is overdue under this lease; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of said premises and who may relet the same under the orders of the court appointing him.

REMOVAL OF OTHER LIENS

18. In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

REMEDIES NOT EXCLUSIVE

19. The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, and shall not be affected by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or action resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, act or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

NOTICES

20. Notices may be served on either party, at the respective addresses given at the beginning of this lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses, in which event the notice shall be deemed to have been served at the time the copy is mailed. Copies of all Lessors notices to Lessee must also be sent to George D. Maurides, Bischoff, Maurides & Swabowski, Ltd., 230 W. Monroe St., #2210, Chicago, Ill.

MISCELLANEOUS

21. (a) Provisions typed on this lease and all riders attached to this lease and signed by Lessor and Lessee are hereby made a part of this lease.

(b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part.

(c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

(d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

(e) The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. If there is more than one Lessee the warrant of attorney in paragraph 16 is given jointly and severally and shall authorize the entry of appearance of, and waiver of issuance of process and trial by jury by, and confession of judgment against any one or more of such Lessees, and shall authorize the performance of every other act in the name of and on behalf of any one or more of such Lessees.

SEVERABILITY

22. If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

SEE RIDER ATTACHED HERETO AND INCORPORATED HEREIN

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

HALSTED STREET CARP, INC., an Illinois Corp. Its President, Lessee

Albert J. Morlock, Agent for Bank of Ravenswood, UTA No. 1686 dated October 14, 1975

BANK OF RAVENSWOOD, as Trustee under Its Trust No. 1686 and not Individually (Lessor)

By [Signature] Assistant Vice President, Lord Trust Officer

ASSIGNMENT BY LESSOR On this [Date], 19 [Year], for value received, Lessor hereby transfers, assigns and sets over to [Name], all right, title and interest in and to the above Lease and the rent thereby reserved except rent due and payable prior to [Date], 19 [Year].

GUARANTEE

On this [Date], 19 [Year], 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, and the Rider attached hereto and incorporated herein.

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RIDER TO STORE LEASE
Dated January 16, 1989

between

ALBERT J. MORLOCK ("LESSOR")

and

HALSTED STREET CAFE, INC. ("LESSEE")

By their signatures hereto, the Parties do hereby agree as follows:

1. That this Rider is incorporated into and made a part of the Store Lease executed by the Parties on March 15, 1989.
2. That in the event of any inconsistency between the term set forth herein and those set forth in the Store Lease, the former shall be controlling.
3. During its tenancy hereunder, Lessee shall pay to Lessor base rent in the amount of One Dollars (\$1.00) per year plus other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Lessor.
4. If all of the leased premises are taken by the exercise of the power of eminent domain, this Lease and the term thereof shall terminate upon the date that the compensation is paid or deposited according to law.

In the event a suit for condemnation is imminent and an agreement is reached to convey to the condemning authority without the necessity of the authority taking legal action, the estate so conveyed shall be treated as though taken by eminent domain as aforesaid.

5. Lessee agrees to comply with all Municipal Codes and Ordinances relating to the demised premises and agrees not to occupy the premises in such a manner as to create any building or zoning code violations, and it further agrees to comply with and conform to all regulations, ordinances and requirements of the City, County, State and all utility companies in connection with its occupation of the demised premises.

6. This Lease shall be subject and subordinate at all times to the lien of existing mortgages and of mortgages which hereafter may be made a lien on the leased property, or any other prior rights relating to the property. Although no instrument or act on the part of the Lessee shall be necessary to effectuate such subordination, the Lessee will, nevertheless, execute and deliver such further instruments subordinating this Lease to the lien of any such mortgages as may be desired by the mortgagee or the titleholder.

7. The Lessee agrees at any time and from time to time, upon not less than ten (10) days' prior written request by the Lessor, to

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execute, acknowledge and deliver to the Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the rental and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this article may be relied upon by any prospective purchaser of the fee or mortgagee or assignee of any mortgage upon the fee of the demised premises.

8. All buildings and improvements and all plumbing, heating, lighting, electrical and air conditioning fixtures and equipment and other articles of personal property used in the operation of such buildings as such (as distinguished from operations incident to the business of the Lessee) attached to said land or any buildings thereon and now or hereafter located upon said land, sometimes herein referred to as "building fixtures", shall be and remain a part of the real estate and shall constitute the property of the Lessor.

All of Lessee's trade fixtures and all personal property, fixtures, apparatus, machinery and equipment now or hereafter located upon said land other than building fixtures as defined above, and owned by the lessee or any other occupants of the demised premises and whether or not the same are affixed thereto, shall be and remain the personal property of the Lessee or such other occupants and the same are herein sometimes referred to as "Lessee's equipment."

Lessee's equipment may be removed from time to time by Lessee or other occupants of the demised premises, provided, however, that if such removal shall injure or damage the premises, Lessee shall repair the damage and place the premises in the same condition as it would have been if such equipment had not been installed.

9. All of the covenants, agreements, conditions and undertakings in this Lease contained shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case specifically named, and shall be construed as covenants running with the land, and wherever in this Lease reference is made to either of the Parties hereto, it shall be held to include and apply to, wherever applicable, the heirs, executors, administrators, successors and assigns of such Party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation or governmental authority, other than the Parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease contained.

10. The term "Lessor" as used in this Lease, so far as covenants or obligations on the part of the Lessor are concerned, shall be limited to mean and include only the owner or owners at the time

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in question of the fee of the demised premises, and in the event of any transfer or transfers of the title to such fee, the Lessor herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved, from and after the date of such transfer of conveyance, of all personal liability as respects the performance of any covenants or obligations on the part of the Lessor contained in this Lease thereafter to be performed; provided that any funds in the hands of such Lessor or the then grantor at the time of such transfer, in which the Lessee has an interest, shall be turned over to the grantee, and any amount then due and payable to the Lessee by the Lessor or the then grantor under any provisions of this Lease shall be paid to the Lessee.

11. Notwithstanding any other provisions hereof relating to repair of the said premises, it is understood and agreed that the Lessee shall maintain at their expense the interior structure of the said premises herein demised and to keep said interior in good condition, reasonable wear, tear and weathering excepted, and shall also maintain, repair and replace, as required, all doors and windows and shall be responsible for the painting of same; and the Lessee shall also be responsible for the maintenance, repair and replacement, as required, of window casements, glazing, as well as the plumbing, pipes, electrical wiring conduits, and the air-conditioning units within the demised premises. The Lessee shall also be responsible for clean up and snow removal of the front, side and back of the building adjacent to the demised premises. In addition, any damage caused to the adjacent premises by the Lessee's use of the premises shall be repaired at the sole cost and expense of the Lessee. Lessor agrees to maintain the roof and the walls of the building, except as otherwise provided for herein or unless such maintenance or repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by the Lessee, their agents, servants, employees, invitees, or in the instance of any damage caused by breaking and entering, in which case Lessee shall pay to Lessor the actual cost of such maintenance or repairs.

12. Lessee further covenants and agrees that it will at all times during the term hereof carry and maintain, for the mutual benefit of the Lessor and of the Lessee:

(a) General Public Liability Insurance against claims for personal injury, death or property damage, occurring in, on or about the demised premises or property or in, on or about the streets, sidewalks or premises adjacent to the demised premises, such insurance to afford protection to the limit of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) in respect to injury or death of a single person, and to the limit of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) total, not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) in respect to any one accident, and to the limit of not less than FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) in respect to property damage.

(b) Liquor Liability Dram Shop Insurance insuring both the

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Lessor and Lessee against any and all sums for the payment of which they or any one of them shall or may become legally liable by reason of dram shop claims, pursuant to the Statutes of the State of Illinois, concerning an act relating to alcoholic liquor and all amendatory laws thereof, such insurance to afford protection to the limit of not less than TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) in respect to injury or death of a single person, and to the limit of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) in respect to any one accident or occurrence in the aggregate.

(c) Plate Glass Insurance.

The Lessee shall furnish Lessor with a duplicate certificate or certificates of such insurance policy or policies stating therein the number of each such policy, the name of the insurer, the amount of insurance under each such policy and the date of expiration of each such policy, and shall from time to time whenever required satisfy the Lessor that such policy or policies is or are in full force and effect.

In addition to furnishing appropriate evidence of the existence and amount of such insurance policies, as aforesaid, in a proper form so as to be enforceable by Lessor and protecting the interests of the Lessor who shall be named as a party insured under such policies, which said policies shall be delivered to Lessor by Lessee, as well as being maintained in full force and effect by Lessee during the terms of this lease, it is understood and agreed that such insurance policies shall be placed in such company or companies as may be acceptable to Lessor who shall not arbitrarily object to said insurance being placed with any reputable company.

If Lessee shall refuse or fail to procure, pay for, or keep in force, the policies of insurance above set forth and to deliver certificates showing the existence thereof to Lessor, Lessor may at its own election, procure, pay for, or keep in force, and from time to time renew such insurance, and the amounts expended therefore, shall be so much additional rent due from Lessee with the next monthly installment of rent accruing hereunder.

The Lessee shall contract and pay for the cost of a private scavenger to remove all garbage and debris resulting from the Lessee's use of the premises, if Lessee's use of the premises creates garbage and debris.

13. Lessor hereby gives written consent to the Lessee to make any alterations, additions or improvements to the premises or any part thereof, such alterations, additions, or improvements to the said premises, including but not limited to, wall coverings, paneling and built-in cabinet work, etc., but excepting movable furniture and trade fixtures, shall at once, at the option of the Lessor, become a part of the realty and belong to the Lessor and shall be surrendered with the premises. Any such alterations, additions or improvements to the premises shall be made at the Lessee's sole

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cost and expense. Upon the expiration or sooner termination of this Lease, the Lessee shall, upon the written demand of the Lessor, given prior to the end of the Lease term, at the Lessee's sole cost and expense, forthwith and with due diligence, remove any such alterations, additions or improvements made by the Lessee, which are designated by the Lessor to be removed and the Lessee shall forthwith and with due diligence at its sole cost and expense repair any damage to the premises caused by such removal. In addition, upon expiration or sooner termination of this Lease, Lessee upon Lessor's request shall remove all of its trade fixtures, personal property, machinery and equipment from the premises and in addition, the Lessee, at its sole cost and expense must repair any damage to the premises caused by the removal of such trade fixtures, personal property, machinery and equipment, as aforesaid. Said alterations, additions or improvements shall not effect the structural integrity of the premises.

14. It is agreed that Lessor and its agents and employees have made no representations or promises whatsoever with respect to the premises or the making of this Lease or the entry into said premises by Lessee, except as are specifically set forth in the within Lease, and no claim or liability or cause for termination shall be asserted by Lessee for any breach of any representation or promise not expressly stated in this Lease.

15. Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the Parties to this Lease in connection with the Leased premises, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided however, that this waiver and release shall be inapplicable if they would hereby invalidate the said policy of insurance and prevent recovery thereunder.

In the event that Lessor receives proceeds of insurance in the event of said fire, explosion or any other casualty or occurrence, Lessor shall immediately upon receipt of said funds assign same to Lessee to rebuild and repair said premises if Lessee so elects.

16. The Lessee agrees to store all trash, garbage and refuse in adequate containers ~~within the demised premises~~ and to maintain such containers in a healthy, neat and clean condition and to attend to the daily disposal thereof in a manner designated by the Lessor and to store all such trash, refuse and garbage in a garbage room or compartment which the Lessee shall maintain at its own expense, in the event that the Lessee's use of the premises creates trash, garbage and refuse.

17. The Lessee and Lessor mutually agree to save harmless and to

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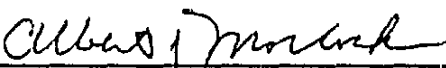
defend each other against liability arising out of ownership, maintenance and operation of the Lessee's business in the premises covered by this Lease, including the approaches throughout and any signs attached to or installed to the interior or exterior of the premises by the Lessee or arising out of Lessor's obligations herein.

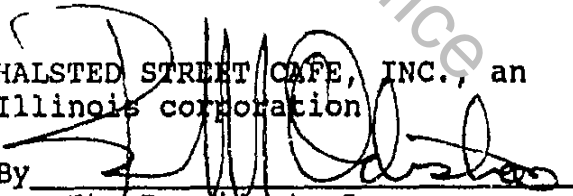
18. The Lessee will not permit any Mechanic's Lien or Liens to be filed against said premises or any building or improvement thereon during the term hereof for any work done for or materials furnished to the Lessee.

19. The Lessee covenants and agrees that Lessee will protect and save and keep the Lessor and its agents forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of the Lessee or those holding under the Lessee and that the Lessee will at all times protect, indemnify and save and keep harmless the Lessor and its agents against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about said premises, causing injury to any person or property whomsoever or whatsoever, except when occasioned by the Lessor, its agents or employees, and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against any and all loss, costs, damage or expense arising out of any failure of the Lessee in any respect to comply with and perform all the requirements and provisions hereof.

The Lessor covenants and agrees to protect and save and keep Lessee and its agents forever harmless and indemnified 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 when occasioned by the acts and omissions of Lessor.


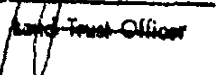
IN WITNESS WHEREOF, the Parties have hereunto set their hand and seals to this Rider the day and year first above written.


ALBERT J. MURBLOCK, LESSOR

HALSTED STREET CAFE, INC., an
Illinois corporation
By 
Its President, Lessee

BANK OF RAVENSWOOD, as Trustee under

Its Trust No. 1686 and not
individually

By 
Assistant Vice President 
Land Trust Officer

94742892

UNOFFICIAL COPY

ADDITIONAL RIDER TO STORE LEASE
DATED JANUARY 16, 1989 BETWEEN
ALBERT J. MORLOCK ("LESSOR") AND
HALSTED STREET CAFE ("LESSEE")

By their signatures hereto, the parties do hereby agree as follows:

1. That upon six months prior written notice by Lessee to Lessor, the Lessee may, at its sole option, extend this Lease for an additional five (5) year period through October 31, 2009.

2. The rental during such option period shall fair market value as agreed to by the parties. In the event the parties can not agree as to the fair market value then each party shall retain an MAI appraiser at its sole cost and expense and the two MAI appraisers shall retain a third MAI appraiser to determine the market rental rate for the property during the term of the option period. The cost of the third MAI appraiser shall be split evenly by the parties.

3. All other terms and conditions of the Lease herein and any and all riders and amendments thereto shall remain in full force and effect during the option period.

LESSOR:


ALBERT J. MORLOCK

LESSEE:

HALSTED STREET CAFE

BY 

BANK OF RAVENSWOOD
AS TRUSTEE AND NOT INDIVIDUALLY

BY 

Assistant Vice President

94742892

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6/2/2011 10:00 AM

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LEGAL DESCRIPTION

Lots 1 and 2 in the Hambleton, Weston & Davis Subdivision of the South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 40, Range 14, East of the Third Principal Meridian, In Cook County, Illinois.

PIN: 14-20-427-030

MAIL TO: EGAN & TRAPP
221 North LaSalle St., S.1238
Chicago, IL 60601

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