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COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

JMB 140A (2/89)
LEASE EXTENSION AGREEMENT
RETAIL LEASE

96 JUL 24 PM 2:13

LEASE EXTENSION AGREEMENT

THIS AGREEMENT made and entered into as of this 19th day of July, 1996, by and between JMB/CHICAGO RIDGE MALL ASSOCIATES ("Landlord"), and NICAR MANAGEMENT, INC. ("Tenant").

A. Landlord or its predecessor in interest, and Tenant or its predecessor in interest, have heretofore entered into that certain lease dated the 6th day of April, 1994, for premises described as Space No. B-14 initially containing approximately 600 square feet (the "Premises"), in the property known as Chicago Ridge Mall the address of which is 444 Chicago Ridge Mall, Chicago, Ridge, Illinois 60415 (the "Lease").

B. The Lease by its terms shall expire on July 31, 1999 ("Prior Expiration Date") and the parties desire to extend and amend the Lease, all on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Extension.** The term of the Lease is hereby extended from the Prior Expiration Date so as to expire on July 31, 2006 (which extended period shall be referred to herein as the "Extended Term" and which extended expiration date shall be referred to herein as the "Extended Expiration Date"), unless sooner terminated in accordance with its terms.

2. **Amendment.** The parties agree that the Lease shall be amended in accordance with the following terms and conditions:

(A) Effective and commencing August 1, 1996 Article 1G shall be amended to be as follows:

G. Minimum Rent:		RECORDING	29.00
		MAIL	0.50
		PENALTY	26.00
<u>Period</u>		<u>Monthly Amount</u>	<u>Annual Amount</u>
August 1, 1996 Through July 31, 1997	\$3,333.25	#	96577331
August 1, 1997 Through July 31, 1999	\$3,500.00		\$39,999.00
August 1, 1999 Through Extended Expiration Date	\$3,750.00		\$42,000.00
			\$45,000.00

(B) Effective and commencing August 1, 1996 Article 1H shall be amended to be as follows:

H. Percentage Rent:

<u>Period</u>	<u>Amount Each Lease Year</u>
August 1, 1996 Through July 31, 1997	ten percent (10%) of Gross Sales exceeding a Breakpoint of \$379,990.00
August 1, 1997 Through July 31, 1999	ten percent (10%) of Gross Sales exceeding a Breakpoint of \$420,000.00
August 1, 1999 Through Extended Expiration Date	ten percent (10%) of Gross Sales exceeding a Breakpoint of \$450,000.00

(C) Effective and commencing August 1, 1996 Articles 1I, J, K, L, and M shall be amended to read as follows:

I. Initial Estimated Monthly Center Expenses: \$293.50

J. Initial Estimated Monthly Taxes: \$602.00

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20.50
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K. Initial Monthly Promotion Fund Charge: \$75.00

L. Initial Monthly Media Fund Charge: \$None

M. Other Initial Monthly Charges:

<u>Charge</u>	<u>Amount</u>	<u>Lease Section/ Rider/Exhibit</u>
Sprinkler Charge	\$10.00	Rider Two

(D) Effective and commencing August 1, 1996 Muhamed A. Abassi shall become a Guarantor of the Lease pursuant to a Guaranty of Lease Agreement of even date herewith. Accordingly, effective August 1, 1996, in Article 1P delete the word "None", and in its place and stead insert "Muhamed A. Abassi", as Guarantor.

(E) In Article 21I effective August 1, 1996, delete subparagraph (ii) from the first sentence thereof.

3. **Whole Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. As extended and amended herein, the Lease between the parties shall remain in full force and effect. In case of any inconsistency between the provisions of the Lease and this Agreement, the latter provisions shall govern and control. Under no circumstances shall this Agreement be deemed to grant any right to Tenant to further extend the Lease, and any rights to extend or renew contained in the Lease are hereby deleted.

4. **Guarantors.** This Agreement shall be of no force or effect unless and until accepted by Muhamed A. Abassi as Guarantor of the Lease, who by signing below shall agree that his guarantee shall apply to the Extended Term.

5. **Not An Offer.** This Agreement shall not be binding until executed and delivered by both parties.

6. **Effective Date.** This Agreement shall become effective as an amendment to the Lease as of, on and after the date first above written (herein referred to as the "Effective Date"), and shall continue in effect until otherwise amended by the parties in writing or until expiration or sooner termination of the Lease.

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IN WITNESS WHEREOF, the Landlord and Tenant have duly executed this Agreement as of the day and year first above written.

WITNESSES; ATTESTATION

(Two for each signatory required if Property is in Florida or Ohio):

LANDLORD:

JMB/CHICAGO RIDGE MALL ASSOCIATES,
an Illinois general partnership

By: Urban Retail Properties Co.,
a Delaware corporation, Agent

By: *John A. Smith*

Title: Vice President

Hessa Garbrecht
Ramy Salim

TENANT:

NICAR MANAGEMENT, INC.

By: *[Signature]*

Its: President

Elizabeth R. Dubois
[Signature]

GUARANTOR:

[Signature]
MUHAMED A. ABASSI

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THIS PAGE IS REQUIRED IF PROPERTY IS IN NEVADA, OHIO, UTAH, WASHINGTON D.C. OR WASHINGTON STATE

LANDLORD ACKNOWLEDGEMENT

STATE OF ILLINOIS)
COUNTY OF COOK) ss.:

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Lorese J. Wesley, personally known to me to be the President of Urban Retail Properties Co., an Illinois partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President of said partnership being authorized so to do, (s)he executed the foregoing instrument on behalf of said partnership, by subscribing the name of such partnership by himself/herself as such officer, as a free and voluntary act, and as the free and voluntary act and deed of said partnership, as agent for the Landlord designated in the foregoing instrument, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 23rd day of July, 1976.
OFFICIAL SEAL
LORESE J. WESLEY
Notary Public, State of Illinois
My Commission Expires 11/7/99

[Signature]
Notary Public

TENANT ACKNOWLEDGMENTS - Individual

STATE OF: Illinois)
COUNTY OF: Cook) ss.:

I, the undersigned, as Notary Public in and for the County and State aforesaid, do hereby certify that Michael J. Kamm, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that (s)he signed the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 18th day of July, 1976.

My Commission Expires: 11/7/99

Notary Public

OFFICIAL SEAL
PAULA K HENEY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 03/18/98

STATE OF: Ohio)
COUNTY OF: Cuyahoga) ss.:

Corporation

On this the 16th day of July, 1976, before me a Notary Public duly authorized in and for the said County in the State aforesaid to take acknowledgments personally appeared Michael J. Kamm known to me to be the President of Urban Retail Properties Co., one of the corporations described in the foregoing instrument, and acknowledged that as such officer, being authorized so to do, (s)he executed the foregoing instrument on behalf of said corporation by subscribing the name of such corporation by himself/herself as such officer and caused the corporate seal of said corporation to be affixed thereto, as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature] Sandra Smith Moore
Notary Public
SANDRA SMITH MOORE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUG. 24, 1996

My Commission Expires: _____

Partnership

STATE OF:)
COUNTY OF:) ss.:

On this the ___ day of _____, 19___, before me a Notary Public duly authorized in and for the said County in the State aforesaid to take acknowledgments personally appeared _____ known to me to be a general partner of a partnership known as _____ one of the partnerships described in the foregoing instrument, and acknowledged that being authorized so to do, (s)he executed the foregoing instrument on behalf of said partnership by subscribing the name of said partnership by himself/herself, as a free and voluntary act, and as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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Notary Public

My Commission Expires: _____

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11/12/2011



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2011/11/12

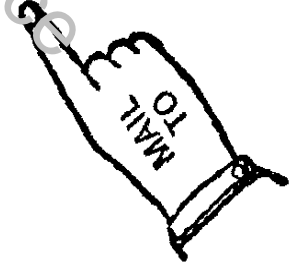
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EXHIBIT "A" - LEGAL DESCRIPTION

Unit B-14 located in Lot 7 in Chicago Ridge Mall Subdivision, being a Subdivision of Part of the East $\frac{1}{2}$ of the North East $\frac{1}{4}$ of Section 7, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN 02-07-216-026

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James Hebardt
Hebardt & DeWald, P.C.
3025 Salt Creek Lane
Arlington Heights, IL 60005



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