

AT&T COMMERCIAL FINANCE CORPORATION

SUBORDINATION, ATTORNMENT AND ESTOPPEL AGREEMENT

THIS AGREEMENT, entered into this 12<sup>th</sup> day of June, 1998 is between Dennis A. and Frances G. Clarkson ("Borrower"), E.H. Wachs & Company ("Tenant") and AT&T Commercial Finance Corporation ("Lender").

Recitals

WHEREAS, Tenant, by virtue of a certain lease dated June 1, 1996, (the "Lease"), entered into with Borrower as landlord, a copy of the Lease has been provided to Lender which is the correct and most current lease and to which there have been no addendums added, and a copy of said Lease is attached hereto as Exhibit "B", has leased the real property known as 504 Glenn Avenue, Whelling, IL 60090, of which is more particularly described on Exhibit "A" attached hereto and by reference incorporated herein (the "Premises");

WHEREAS, Borrower has requested that Lender make a mortgage loan (the "Loan") to be secured by a Mortgage from Borrower to Lender (the "Mortgage") encumbering the Premises; and

WHEREAS, Lender has required as a condition for the making of the Loan that a Subordination Agreement and Estoppel Letter be executed by Tenant, whereby the Lease is subordinated to the Mortgage.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and in order to induce Lender to make the Loan, the parties do hereby agree and covenant as follows:

A. Tenant hereby certifies, represents, warrants, confirms, covenants and agrees for the benefit of Lender as follows:

1. Tenant is "tenant" or "lessee" under the Lease.
2. The Lease is in full force and effect and has not been modified, altered, amended, changed, supplemented, terminated or superseded in any manner.
3. The Lease constitutes a complete statement of the agreements, covenants, terms and conditions of Tenant and Borrower with respect to the Premises, and there are no other agreements or understandings between Borrower and Tenant with respect to the Premises or the Lease.
4. The Lease and all rights of Tenant thereunder are and shall at all times continue to be subject and subordinate in all respects to the terms and provisions of the Loan and the Mortgage and to all renewals, modifications and extensions thereof, subject to the terms and conditions set forth in this Agreement.

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*sep*

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03-11-305-033-1003

Box 15

E.H. Wachs & Company

430923  
TICOR TITLE INSURANCE

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5. The primary term of the Lease is for Two (2) years, commencing on March 1, 1997 and ending on February 28, 1999. Tenant has No (0) option(s) each to renew and extend the term of the Lease.

6. Rents due monthly during the primary term of the Lease are currently paid no more than one month in advance.

7. All agreements and conditions of the Lease to be performed or complied with by Borrower relating to the improvements or the use of the Premises have been satisfied and the improvements were fully and timely completed and have been approved and accepted by Tenant.

8. Tenant has accepted possession and is in actual occupancy of the Premises and as of the date of this Agreement, there are no defenses to Borrower's enforcement of its rights under the Lease.

9. Tenant has no charges, liens, claims, credits or offsets against rentals under the Lease.

10. Borrower is holding no security to secure Tenant's obligations; no rents have been prepaid, except as provided in paragraph 6 above, and there are no periods of free rentals applicable to the term of the Lease, except as specified in the Lease. In no event will Tenant look to Lender for the return of any security deposit.

11. Without Lender's prior written consent, Tenant and Borrower will not (a) modify or in any manner alter the agreements, covenants, terms or conditions of the Lease or any modification or amendment thereto specified herein; (b) waive or release performance of any obligation under the Lease or under any modification or amendment thereto specified herein; (c) accept surrender, abandonment, cancellation or termination of the Lease; (d) pay or accept the rent or any other sums becoming due under the terms of the Lease more than one month in advance unless the Lease or any modification or amendment specified herein provides otherwise; or (e) accept waiver of or release from the performance of any obligations under the Lease.

12. From time to time upon request, Tenant will timely execute and deliver Estoppel Letters to Lender or Lender's designees or assigns, including any instrument that may be necessary or appropriate to evidence attornment. Tenant hereby irrevocably appoints Lender its attorney-in-fact to execute and deliver for and on behalf of Tenant any such instrument.

13. Tenant has not subleased, nor will Tenant sublease in the future, any portion of the Premises and Tenant has not assigned, nor will Tenant assign in the future, whether outright or by collateral assignment, all or any portion of Tenant's rights under the Lease.

B. By reason of the execution of this Agreement, no duty or responsibility is imposed upon Lender to perform or comply with any of the terms, provisions or conditions of the Lease required to be performed by Borrower.

C. If Lender acquires the Premises pursuant to a foreclosure proceeding or deed in lieu thereof, Tenant will attorn to Lender as successor to Borrower under the terms of the Lease, unless Lender elects to terminate the Lease and the rights of Tenant to the possession of the Premises. Tenant waives the right, if any, under any statute or rule of law now or hereinafter in effect, which may allow Tenant to terminate the Lease or to surrender possession of the Premises in the event any proceeding is brought by Lender,

Initials WW DE AD

and Tenant agrees that unless and until Lender elects to terminate the Lease and extinguish Tenant's leasehold estate, the Lease will not be effected in any way by any proceeding.

D. In the event the Mortgage is foreclosed for any reason, and Lender does not elect to terminate the lease, Lender will succeed to the interest of Borrower under the Lease and Tenant will be bound to Lender under all of the terms of the Lease for the balance of the term thereof remaining with the same force and effect as if Lender were landlord under the Lease. Tenant shall be under no obligation to pay rent to Lender until Tenant receives written notice from Lender that it has succeeded to the interest of Borrower under the Lease, or until Tenant receives notice from Lender pursuant to any assignment of leases and rents executed by Borrower in connection with the Loan. To the extent of the then remaining balance of the term of the Lease the respective rights and obligations of Tenant and Lender upon such attainment shall be the same as now set forth in the Lease.

E. In the event Lender succeeds to the rights of Borrower as landlord under the Lease, Lender shall not be (a) liable for any act or omission of any prior landlord, including Borrower, (b) subject to any offsets or defenses which Tenant may have against any prior landlord, (c) bound by any rent or additional rent which Tenant might have paid for more than thirty (30) days in advance, (d) bound by any amendment or modification of the Lease made without Lender's consent, (e) bound by any lease provisions with respect to landlord's obligation to complete any construction on the Premises, or (f) liable to Tenant under the Lease to any extent beyond Lender's interest in the Premises.

F. This Agreement may be modified only in writing, signed by the parties or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties, their respective heirs, successor and assigns; it being expressly understood that all references to "Lender" shall be deemed to include not only Lender but also its successors and assigns, including any purchaser at a foreclosure sale.

G. A standard mortgagee clause naming Lender as Mortgagee shall be added to any and all insurance policies required to be carried under the Lease or Mortgage, and the insurance proceeds are to be applied in the manner specified in the Mortgage. Such standard mortgagee clause shall also provide for non-cancellation of the policy without at least thirty (30) days prior written notice to Lender. Borrower and Tenant shall provide Lender with copies of the endorsement containing such standard mortgagee clause, together with a complete copy of the exclusions and exceptions section of the insurance policy(ies) within twenty (20) days after the execution of this Subordination, Attornment and Estoppel Agreement.

H. Whenever Borrower or Tenant shall give notice to the other of a breach of any of the conditions, covenants, or provisions of this Lease, Borrower and Tenant agree to also send a copy of such notice to Lender at P.O. Box 440, Parsippany, New Jersey 07054.

I. Borrower and Tenant affirm that as of the date of this Agreement, there are no breaches of any of the covenants, conditions or provisions of the Lease.

J. Notwithstanding the terms of the Lease, in the event of breach of any of the covenants, conditions, or provisions of the Lease by Borrower, Tenant agrees that Borrower shall have thirty (30) days from the date Borrower receives notice, specifying such breach, to cure said breach. Tenant further agrees that Lender shall also have a reasonable period of time to cure such breach, which period of time shall include, if necessary, the time necessary for Lender to secure possession of the Premises.

Initials

*Chw*  
*TD R*

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

HORROWER:

Dennis A. Clarkson  
Dennis A. Clarkson

Frances G. Clarkson  
Frances G. Clarkson

STATE OF ILLINOIS )  
                                  ) SS.

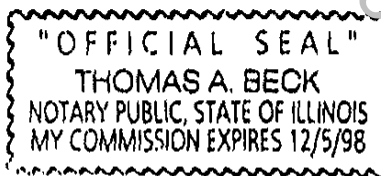
COUNTY OF COOK )

I, Thomas A. Beck, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Dennis A. and Frances G. Clarkson, are personally known to me to the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes set forth, waiving their redemption rights, and releasing and waiving the rights under the homestead exemption laws of this state.

GIVEN under my hand and seal this 9<sup>th</sup> day of June, 1998

Thomas A. Beck  
Notary Public

My commission expires: 12/5/98



(Signatures and Acknowledgements Continue on Following Page)

Initials DA 980

TENANT: E. H. Wachs & Company

By: *Charles Wachs*

Title: *President*

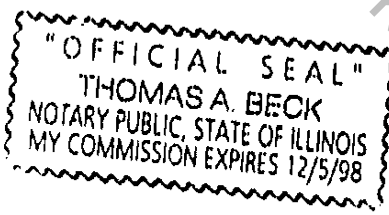
STATE OF ILLINOIS )  
COUNTY OF *Cook* ) SS:

I, *Thomas A. Beck*, a Notary Public in and for said County in the State of aforesaid, DO HEREBY CERTIFY that *Charles Wachs* personally known to me to be the president of E. H. Wachs & Company, whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said Instrument of writing as president of said Corporation, and caused the seal of said Corporation to be thereunto affixed, pursuant to the authority given by the Board of Directors of said Corporation in their free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes set forth.

GIVEN under my hand and seal this *9th* day of June, 1998.

*Thomas A. Beck*  
Notary Public

My Commission Expires: *12/5/98*



(Signatures and Acknowledgements Continue on Following Page)

Initials *W* *W*

LENDER:

AT&T COMMERCIAL FINANCE CORPORATION

By: Cynthia Magretta

CORPORATE ACKNOWLEDGEMENT

STATE OF COLORADO

COUNTY OF ARAPAHOE

On this 11th day of June, in the year 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Cynthia S. Magretta personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as AVP, or on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

Signature: [Signature] Notary Public in and for said County and State

My Commission Expires: My Commission Expires 06/02/00

Initials: [Handwritten initials]

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EXHIBIT "A"

The land referred to in this agreement is described as follows:

Units 1, 2 and 3 in Glenn Avenue Industrial Condominium as delineated on a survey of the following described land:

Lots 1 and 2 (except the west 32 feet of said Lot 2) in Block 3 in AMERLINE subdivision of part of the east 1/2 of the southwest 1/4 of section 11, township 42 north, range 11, east of the THIRD PRINCIPAL MERIDIAN, in Cook County, Illinois; which survey is attached as an exhibit to the declaration of condominium recorded April 25, 1996 as document Number 96, 310, 956 together with its undivided percentage interest in the common elements.

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GEORGE E. COLE  
REALTORS

No. 1201-REC  
March 1995

## INDUSTRIAL BUILDING LEASE

**CAUTION:** Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

DATE OF LEASE	TERM OF LEASE	
	BEGINNING	ENDING
10-21-96	3-1-97	2-28-99
<b>MONTHLY RENT</b> DEPOSIT: 2 months rent Rent per month: \$8471.85 Rent per month: \$9917.74		
<b>LOCATION OF PREMISES</b> Glenn Avenue, Wheeling Illinois Approximately 12,363 square feet		
<b>PURPOSE</b> For inventory and distribution		

COOK COUNTY CLERK'S OFFICE  
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Above Space for Recorther's Use Only

### LESSEE

**NAME:** B.U. Nechin & Company  
**ADDRESS:** 504 Glenn Ave.  
**CITY:** Wheeling, IL 60090

### LESSOR

**NAME:** Seton Court Properties  
**ADDRESS:** 2125 Barnwood Drive  
**CITY:** Schaumburg, IL 60173

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 purposes the premises designated as one file "Premises", together with the improvements thereon for the above Term.

### LEASE COVENANTS AND AGREEMENTS

- 1. RENT:** Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum of \$8,471.85 monthly in advance, until termination of this lease, at Lessee's address stated above or such other address as Lessor may designate in writing.
- 2. CONDITION AND UPKEEP OF PREMISES:** 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 of the Premises have been made by Lessor, or his agent, prior to or at the execution of this lease that are not herein expressly stated. Lessee shall keep the Premises in good repair, replacing all broken glass with glass of the same size and quality, and shall replace all damaged plumbing fixtures with others of equal quality, and shall keep the Premises in good order, safety, health and sanitary condition according to the applicable municipal ordinances and the direction of the health officers during the term of this lease as Lessee's expense, and shall without injury to the roof, remove all snow and ice from the roof.

Page 1

No. 1201-REC

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... and will remove the snow and ice from the sidewalk abutting the Premises; and upon the termination of this lease, Lessee will yield up the Premises in Leasor, in good condition and repair, less by fire and casualty wear and tear, and will return the keys thereto at the place of payment of said rent.

**LESSEE NOT TO MISUSE; SURREY; ASSIGNMENT.** Lessee will not allow Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore permitted, and will not load them 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, nor will he sublet the same, or any part thereof, nor assign this lease, without in each case the written consent of the Lessor hereunto, and Lessee will not permit any material violation of law of the interest in Premises acquired through this lease, and will not permit 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 in 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 of the Premises, except by written consent of Lessor; all alterations and additions to the Premises shall be made for the benefit of Lessee unless otherwise provided in the covenants of this lease.

**4. MECHANIC'S LIEN.** 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 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 at Lessor's option of paying the same or any portion thereof without inquiry as to the validity, the amount 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.

**5. INDEMNITY FOR ACCIDENTS.** Lessee hereby warrants and agrees that he will protect and save and keep the Lessor harmless and indemnified against and from any penalty or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those working under Lessee and that Lessee will 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 whomever, 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 of the provision hereof.

**6. NON-LIABILITY OF LESSOR.** Except as provided by this lease, Lessee 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, spring, hot steam or other pipes or sewerage or the bursting, leaking or rusting of any pipes, tank or plumbing fixture, in, above, upon or about Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylight, trap door or otherwise, nor for any damage arising from acts or neglect of any owner or occupants of adjacent or contiguous property.

**7. WATER, GAS AND ELECTRIC CHARGES.** 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, Lessee 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 above specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

**8. KEEP PREMISES IN REPAIR.** Lessee shall not be obliged to incur any expense for replacing any improvements upon the demised premises or connected therewith, and the Lessee at his own expense will keep all improvements in good repair (injury by fire, or other causes beyond Lessee's control excepted) as well as in a good tenable and wholesome condition, and will comply with all local or general regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent authorities in that behalf. Lessee will, as far as possible, keep said improvements from deterioration due to ordinary wear and tear falling temporarily out of repair. If Lessee does not make repairs as required hereunder promptly and adequately, Lessor may himself make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor.

**9. ACCESS TO PREMISES.** Lessee will allow 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 will allow to have placed upon the premises at all times notices of "For Sale" and "To Rent", and will not interfere with the same.

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**RENTAL AND RESIDUAL.** If Lessee shall abandon or violate the Premises, or if Lessor's right to occupy the Premises shall be terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be rented by Lessor for such rent and upon such terms as Lessor may deem fit, subject to Illinois statute; and if a sufficient rent shall not then be realized monthly, after paying the expenses of such advertising and collecting, Lessor shall be entitled to collect and pay all deficiency monthly during the remaining period of this lease.

**11. HOLDING OVER.** Lessee will, at the termination of this lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages, for the whole time such possession is withheld, the sum of four hundred & no/100 Dollars (\$400.00) per day; but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall the receipt of said rent or any part thereof, or any other act in regard to enforcement of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.

**12. EXTRA FIRE HAZARD.** There shall not be allowed, kept or used on the Premises any inflammable or explosive liquids or materials save such as may be necessary for use in the business of the Lessee, and in such cases any such substances shall be delivered and stored in cement, metal, or other safe, in accordance with the order of the applicable Board of Health officers and ordinances now or hereafter in force.

**13. DEFAULT BY LESSEE.** If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, Lessor may at any time the order of his election declare this lease void, and remove the Premises or any part thereof, with or (to the extent permitted by law) without notice or consent of him, and remove all goods, or any persons occupying the same, without prejudice to any remedies which might otherwise be used for a breach of any of the covenants herein, and shall have a valid and first lien upon all personal property which Lessee now owns, or may hereafter acquire or have an interest in, which is by law subject to such lien, as security for payment of the rent herein reserved.

**14. NO RENT DEDUCTION OR SET OFF.** Lessor's covenant to pay rent is and shall be independent of each and every other covenant of this lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent hereon or applied against any claim for rent in any action.

**15. RENT AFTER NOTICE OR SUIT.** It is further agreed by the parties hereto, that after the service of notice of the commencement of a suit or after final judgment for possession of the Premises, Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, or said judgment.

**16. PAYMENT OF COSTS.** Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of this lease.

**17. RIGHTS QUALIFIED.** The rights and remedies of Lessor under this lease are qualified. The exercise of any one or more thereof shall not bar Lessee from exercise or use of any other right of remedy provided herein or otherwise provided by law, nor shall exercise or use of any right or remedy by Lessee waive any other right or remedy.

**18. FIRE AND CASUALTY.** In case the Premises shall be rendered untenable during the term of this lease by fire or other casualty, Lessor at his option may terminate the lease as regards the Premises within 60 days thereafter. If Lessor elects to repair, this lease shall remain in effect provided such repairs are completed within said time. If Lessor shall not so repair the Premises within said time, then at the end of such time the term hereby granted shall terminate. If this lease is terminated by reason of fire or casualty as herein specified, rent shall be apportioned and paid to the day of such fire or casualty.

**19. SUBORDINATION.** This lease is subordinate to all mortgages which may now or hereafter affect the Premises.

**20. PLURALS; SUCCESSORS.** The words "Lessor" and "Lessee" wherever herein occurring, but used shall be understood to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this lease; and all the covenants and agreements contained shall be binding upon, and inure to, their respective successors, heirs, assigns, administrators and assigns and may be exercised by his or their attorney or agent.

**21. SEVERABILITY.** Wherever possible each provision of this lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this lease shall be prohibited or invalid under applicable law, such prohibition shall be ineffective to the extent of such prohibition or invalidity, without affecting the remainder of such provision or the remaining provisions of this lease.

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Page 11 of 13

This instrument is executed by a corporation, which instrument has been authorized by a duly adopted resolution of the Board of Directors of such corporation.

This lease consists of 2 pages numbered 1 to 2, including a rider consisting of 0 pages, identified by Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this lease on this day of the first above written

LESSEE:

E.R. Wachs & Company

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Please print or type name(n) below signature(s)

LESSOR:

Sehon Court Properties

ASSIGNMENT BY LESSOR

On this 19... for the received, I hereby by transfer of right and interest 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...

(SEAL)

(SEAL)

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, Lessor's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

Charlie Wachs

(SEAL)

(SEAL)

State of Illinois, County of ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

IMPRESS SEAL HERE

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me for this day in person, and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and official seal this day of 19...

Commission expires 19...

Notary Public

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Document was prepared by SEAN COURT PROPERTIES, 3120 WASHINGTON DRIVE Schaumburg, IL 60173  
(Name and Address)

Mail to: E.R. Hoops & Company, 204 Glen Avenue  
(Name and Address)

Wheeling IL 60090  
(City) (State) (Zip Code)

On Recorder's Office (Box No) \_\_\_\_\_

Legal Description:

Permanent Real Estate Index Numbers) \_\_\_\_\_

Address(es) of Real Estate: \_\_\_\_\_

- 22. Lessee shall be liable and surety within 30 days of notification for any increase in the real estate tax assessment greater than the 1993 real estate tax bill.
- 23. Lessee shall be responsible for maintenance of all their heating and air conditioning inside and outside of their space or spaces.
- 24. Lessee agrees to provide Lessee with a (120) day written notice prior to termination that he will or will not be renewing their lease.
- 25. Lessee will not alter interior or exterior of building without Lessee's written approval.
- 26. Rent shall be in default if not paid within 10 days of due date. A late penalty of 4% will be charged per month if the payment is in default.
- 27. After the first year, Lessee may terminate the lease with a 60-day written notice sent by certified mail.
- 28. Lessee reserves the right to cause Ownership Taxes to be paid under protest and to retain attorneys of its choice (hereinafter referred to as Tax Counsel) to contest the amount of Ownership Taxes imposed. Tax Counsel shall be retained on a contingent fee basis whereby Tax Counsel is paid a percentage of the tax savings achieved as a result of such representation. Lessee agrees to pay Lessee's Retainable Share of Tax Counsel's fees in connection with Ownership Tax Appeals. In no event shall the Lessee's liability for Ownership Taxes and Tax Counsel fees be greater than the Ownership Taxes which would have been due to Lessee from Lessee in absence of the retention of Tax Counsel.

In the event Ownership Taxes are due for an odd part of a calendar year at the end of a lease term, such taxes shall be prorated according to the latest applicable tax figures.

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ASSIGNMENT OF LEASE

I, LARRY HOOKER, SR. of Seton Court Properties, for and in consideration of ten dollars and other good and valuable consideration hereby transfer and assign to Francis Clarkson and Dennis Clarkson or their successor in interest all rights, duties and remedies pursuant to the terms of a lease dated March 1, 1994 between Seton Court Properties and E.J. Wuch for the rental of space at the property known as 500 Glenn Avenue, Wheeling, Illinois

Larry Hooker Sr. by Susan P. Malone  
Larry Hooker Sr. by Susan P. Malone

Dated 6-12-1994

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