

AT&T COMMERCIAL FINANCE CORPORATION

SUBORDINATION, ATTORNMENT AND ESTOPPEL AGREEMENT

THIS AGREEMENT, entered into this 12th day of June, 1998 is between Dennis A. and Frances G. Clarkson ("Borrower"), Clarkson Enterprises, Inc. dba Heaventree Candle Company ("Tenant") and AT&T Commercial Finance Corporation ("Lender").

Recitals

WHEREAS, Tenant, by virtue of a certain lease dated July 1, 1998, (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 500-504 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

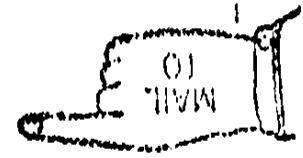
NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and in order to induce Lender to make the Loan, the parties do hereby agree and covenant as follows:

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The Lease is in full force and effect and has not been modified, altered, amended, changed, supplemented, terminated or superseded in any manner.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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TIDOR TITLE INSURANCE

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5. The primary term of the Lease is for Twenty five (25) years, commencing on July 1, 1998 and ending on June 30, 2023. 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.

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[Handwritten initials]  

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 attornment 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.

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

BORROWER:

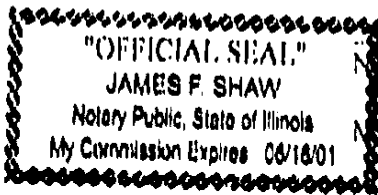
Donnis A. Clarkson
Donnis A. Clarkson

Frances G. Clarkson
Frances G. Clarkson

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, James F. Shaw, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Donnis 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 13th day of June, 1998.



James F. Shaw
Notary Public
My commission expires: 6-16-01

(Signatures and Acknowledgements Continue on Following Page)

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TENANT: Clarkson Enterprises, Inc.
dba Heaventree Candle Company

By: *Dennis A. Clarkson*
Dennis A. Clarkson

Title: President

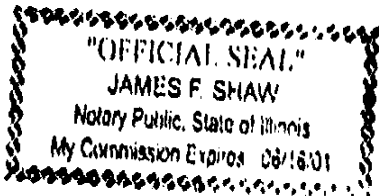
STATE OF ILLINOIS)
COUNTY OF Cook) SS:

I, James F. Shaw, a Notary Public in and for said County in the State of aforesaid, DO HEREBY CERTIFY, that Dennis A. Clarkson, personally known to me to be the president of Clarkson Enterprises, Inc., 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 at 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 12th day of June, 1998.

James F. Shaw
Notary Public

My Commission Expires: 2-16-98



(Signatures and Acknowledgements Continue on Following Page)

Initials: *PC* *ES* *ES*

LENDER:

AT&T COMMERCIAL FINANCE CORPORATION

By:



Todd D. Overley, Assistant

CORPORATE ACKNOWLEDGEMENT

STATE OF COLORADO

COUNTY OF ARAPAHOE

On this 10 day of June, in the year 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Todd D. Overley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as A.V.P., or on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

Signature



Notary Public in and for said County and State

My Commission Expires:

My Commission Expires 06/02/99

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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.

Property of Cook County Clerk's Office

EXHIBIT "B"

500 - 504 GLEN AVENUE BUILDING, WHEELING, ILLINOIS

LEASE

DATE OF LEASE: July 1st, 1998 or upon closing

LESSOR: DENNIS & FRANCES G. CLARKSON
2534 RIDGEWAY AVE.
EVANSTON, IL. 60201

LESSEE: CLARKSON ENTERPRISES, INC. dba
HEAVENTREE CANDLE COMPANY
502 GLEN AVENUE
WHEELING, IL. 60090

TERM OF LEASE: BEGINNING ON JULY 1ST, 1998 OR UPON CLOSING
ENDING ON JUNE 30TH, 2023

LOCATION OF PREMISES: 500-504 GLEN AVENUE WHEELING, IL. 60090

PROPOSED USE: CANDLE MANUFACTURING & RETAIL STORE

MONTHLY RENT: FIRST YEAR \$6,000.00 PER MONTH
SECOND YEAR

1. RENT:

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

(2) The monthly rent shall be \$ 6,000. for the initial one year term of this lease, commencing on 7/1/98 and ending on 6/30/99

(3) The monthly rent shall be \$ — for the second year term of this lease, commencing on — and ending on —

(4) On or before — Lessee shall pay Lessor the sum of \$. — which represents the first month's rent and the last month's rent, in advance.

(5) All rent payments are payable and due on the first day of each month, and shall be considered delinquent if not received on or before the tenth day of the month.

(6) Any rent payment received by Lessor after the tenth day of the month shall be subject to a late charge of \$100.00 for each full day said rent payment is delinquent, which shall be payable and due with said delinquent rent payment.

1. RENT CONTINUED:

(7) Lessee shall pay Lessor \$150.00 for each of Lessee's checks which are returned to Lessor unpaid by Lessee's bank; payment of said \$150.00 penalty due immediately upon presentation of said returned check by Lessor to Lessee.

2. NOTICE FOR NON-PAYMENT OF RENT:

If Lessee shall fail to pay the rent at the times, place, and in the manner provided herein this Lease, and said rent shall remain unpaid five days after the day whereon the same should be paid, Lessor, by reason thereof, shall be authorized to declare the term ended, and Lessee hereby expressly waives all right or rights to any notice or demand under any statute of the state relative to forcible entry or detainer or landlord and tenant, and agrees that Lessor, his agents or assigns, may begin suit for possession or rent without notice or demand.

3. NO RENT DEDUCTION OR SET OFF:

Lessee'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 the rent, nor set off against any claim for rent in any action.

4. RENT AFTER NOTICE OF SUIT:

Lessee agrees that after service of notice, or the commencement of suit, or after final judgment for the possession of the Premises, Lessor shall receive and collect any rent due, and the payment of said rent shall not be waived or affected by said notice, suit, or judgment.

5. UTILITY CHARGES:

(1) Lessee agrees to pay, in addition to the rent herein specified, all natural gas, electrical light, electrical power, and telephone bills, taxed, levied, or charged on the Premises, for and during the time for which this lease is granted.

(2) In the event that said bills for natural gas, electrical light, electrical power, or telephone, shall not be paid when due, Lessor shall have the right and privilege, but not the duty, to pay the same, and any amounts so paid, including expenses and interest, are declared to be so much additional rent, and payable and due with the next installment of rent next due thereafter.

(3) As a result of a lack of separate and direct metering of natural gas used wholly and solely to provide heat to the demised Premises, Lessee agrees to pay 100% of any and all natural gas bills attributable to that separate and directly metered furnace which most directly and specifically provides heat to the demised Premises, during the term of this Lease.

(4) As a result of a lack of separate and direct metering of electrical power used wholly and solely to provide electric light, electric power, and air conditioning to the demised Premises, Lessee agrees to pay 100% of any and all electrical charges attributable to that separate and directly metered electrical service which most directly and specifically provides electric light, electric power, and air conditioning to the demised Premises, during the term of this Lease.

5. UTILITY CHARGES CONTINUED:

(5) Lessor shall have the right and privilege, at any time during the term of this Lease, to reapportion or increase percentage rates of utility charges owed by Lessee, as stated herein Paragraph 5, to reflect disproportionate use of electric light, electric power, heating, mechanical ventilation, or air conditioning by Lessee, with said reapportionment, or increase, effective immediately upon written notification, of Lessee by Lessor, to that effect, retroactive to the first of the month in which notification was received.

(6) Upon receipt of natural gas and electrical bills reflecting charges pertaining to shared utility services as specified herein, Lessor shall present a copy of said natural gas and electrical bill to Lessee, along with Lessor's determination of Lessee's share of any and all charges. Lessee's share of said natural gas and electrical charges, as determined by Lessor, shall be payable and due with the next installment of rent next due thereafter.

6. SECURITY DEPOSIT:

~~(1) On or before 00/00/00, Lessee shall deposit the sum of \$0,000.00 with Lessor, as a security deposit.~~

~~(2) Lessor shall not be required to maintain said security deposit in a segregated account and may commingle said funds.~~

~~(3) The security deposit shall not bear interest.~~

~~(4) Within thirty days from the termination of this Lease, Lessor shall provide Lessee with an accounting of any charges to be applied to, and deducted from, the security deposit held, and shall return to Lessee within said thirty days, any and all security deposit monies remaining after said deductions.~~

7. COMMITMENT:

~~(1) Upon the signing of this Lease, Lessee shall pay Lessor a non-refundable commitment deposit of \$0,000.00.~~

~~(2) This deposit shall be applied to the payment of the first month's rent, at such time as Lessee makes said payment, as required in Paragraph 1, (4).~~

8. INSURANCE:

(1) Lessee shall, at his own cost and expense, at all times during the term of this Lease, maintain in effect with a company or companies approved by Lessor, public liability insurance covering the interests of Lessee and Lessor in the demised Premises, with limits of liability of not less than \$250,000.00 for one person in one accident; \$500,000.00 for two or more persons in one accident; and for not less than \$250,000.00 for property damage.

(2) Evidence and proof of such insurance shall be presented to Lessor on or before 00/00/00, and on demand at any time during the term of this Lease.

9. INDEMNITY FROM ACCIDENTS:

(1) Lessee covenants and agrees that he will, at all times, protect, indemnify, save, and keep Lessor 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 Lessee, those holding under Lessee, or to any person or property whomsoever or whatsoever.

(2) Lessee covenants and agrees that he will, at all times, protect, indemnify, save, and keep Lessor forever harmless and indemnified against and from any and all claims, and against and from any and all loss, cost, damage, or expense, arising out of any failure of Lessee, in any respect, to comply with, and perform, all the requirements and provisions herein this Lease.

(3) Lessee covenants and agrees that he will, at all times, protect, save, and keep Lessor forever harmless and indemnified against, and from, any penalty, damages, or charges imposed for any violations of any laws or ordinances, whether occasioned by the neglect of Lessee, or those holding under Lessee.

10. FIRE AND CASUALTY:

(1) In the event 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, or, restore the Premises to tenable condition, within ninety days of said fire or casualty.

(2) 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, whereas, if Lessor elects to repair the Premises, an apportioned amount of said rent shall be deducted from that rent which Lessee would otherwise owe Lessor, only for those days which the Premises are untenable.

11. LESSOR NOT LIABLE:

(1) Except as provided for by Illinois statute, Lessor shall not be liable for any loss of property or defects in the Building, or in the Premises, or any accidental damages to the person or property of Lessee in or about the Building, or about the Premises, from water, rain, or snow which may leak into, issue, or flow from any part of the Building or Premises, or from the pipes or plumbing works of the same. Lessee hereby covenants and agrees to make no claim from Lessor for any such loss or damage, at any time.

(2) Lessor shall not be held liable in damages on account of any personal injury or loss occasioned by the failure of the heating apparatus to heat the Premises sufficiently; by the failure of the cooling apparatus to cool the Premises sufficiently; by any leakage or breakage of the pipes; by any defect in the electric wiring; or by reason of any other defect, latent or patent, in, around, or about said Building. Lessee hereby covenants and agrees to make no claim from Lessor for any such loss or damage, at any time.

12. CONDITION OF THE PREMISES:

Lessee has examined, and knows, the condition of the Premises, and has received the same in good condition, order, and repair, and acknowledges that no representations as to the condition and repair thereof, have been made by Lessor, or his agent, prior to, or at the execution of this Lease, that are not expressly stated herein.

13. IMPROVEMENTS:

- (1) Lessor, ~~at his expense~~, shall provide those improvements to the Premises as detailed herein Paragraph 13, including any plans and specifications attached to, and made part of this Lease.
- (2) Said Improvements shall be completed ~~on or before 09/00/00.~~
- (3) Unless otherwise specified herein, Lessor shall specify design, materials, methods, and quality of finish of said Improvements.

14. PROHIBITION AGAINST ALTERATION OR MODIFICATION OF PREMISES:

Except by prior written consent of Lessor, Lessee is prohibited from doing any of the following:

- (1) Any painting, wallpapering, floor finishing, floor waxing, or permanent or semi-permanent decorating of any kind.
- (2) Any structural modification of the space whatsoever, including the removal or creation of any fixed partition, the creation of any holes in the walls, ceilings, floors, doors, windows, or skylight; the removal or addition of any doors or door locks; any physical change in the Premises whatsoever, aside from its contents.
- (3) Any modification whatsoever of the existing electrical system, electrical service, light fixtures, H.V.A.C. systems, plumbing system, telephone system, or sprinkler system.
- (4) Any use of the common areas other than for their intended purposes.
- (5) The display of any signs, either inside or outside the building.

15. REPAIRS:

- (1) Lessor shall not be required or obliged to incur any expense for repairing any improvements within said demised Premises, which become defective or in need of repair from the actions of Lessee, his employees, or invitees.
- (2) Lessee will comply with all general and local regulations, laws, ordinances applicable thereto, as well as any lawful requirements of all competent authorities in that behalf.
- (3) Lessee will, as far as is reasonably possible, keep said improvements from deterioration, and from falling temporarily out of repair.
- (4) Lessor shall be responsible for usual and customary repairs to the structure and any improvements thereon, other than as specifically noted herein.

16. LESSEE SHALL NOT MISUSE:

- (1) Lessee shall restore the Premises to Lessor, entire and unbroken, as is now therein, and will not allow any waste, neglect, or damage on, or to, the Premises, and will pay Lessor for any and all damage to the Premises, as well as all other damage to common areas of the Building, or to other tenants of the Building, caused by such waste or misuse.

16. LESSEE SHALL NOT MISUSE CONTINUED:

(2) Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any other purpose other than that herein before specified.

(3) Lessee will not load the floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances for wood frame residential construction.

(4) Lessee will not allow the Premises to be used for any purpose that will injure the reputation of the Building, or increase the fire hazard of the Building, or disturb other tenants, or disturb the residents of the immediate neighborhood.

(5) Lessee will not allow the Premises to remain vacant or unoccupied for more than five consecutive days.

17. COMMON AREA MAINTENANCE:

Lessor will cause the halls, corridors, bathrooms, and other parts of the building adjacent to the Premises, to be lighted, cleaned, and generally cared for, accidents and unavoidable delays excepted.

18. OFFICE MAINTENANCE:

(1) Lessee shall be responsible for all cleaning of the demised Premises, including windows and floors, and will keep the Premises in a clean and sightly condition at all times.

(2) Lessee shall, at Lessee's expense, provide, and be responsible for, the replacement of fluorescent light tubes, as necessary, with tubes of like wattage.

19. MECHANIC'S LIEN:

Lessee will not permit any mechanic's lien, or liens, to be placed upon the Premises, or any improvement therein or thereon, during the term of this Lease, and in the case of the filing of such lien, Lessee will promptly pay same. If default in payment thereof shall continue for thirty days after written notice thereof from Lessor to Lessee, Lessor shall have the right and privilege, but not the duty or obligation, at Lessor's option, of paying same, or any portion thereof, without inquiry as to the validity thereof, and any amounts so paid, including interest and expenses, are declared to be so much additional rent, and payable with the installment of rent next due thereafter.

20. RULES AND REGULATIONS:

(1) The following rules and regulations constitute a part of this Lease and Lessee shall observe and comply with them:

~~(a) No sign, advertisement, or notice shall be inscribed, painted, or affixed by Lessee or his agent or assign, to, or on, any part of the outside or inside of the Building.~~

~~(b) Lessee shall not put up or operate any boiler, stove, heater, or machinery upon the Premises, or carry on any mechanical business on Premises, or use or store flammable, hazardous, toxic, or noxious fluids or substances in said Premises.~~

20. RULES AND REGULATIONS:

- (c) No additional locks shall be placed upon any doors of, or within, said Premises. At the termination of this Lease, Lessee will surrender to Lessor all keys to said Premises and Building.
- (d) The Premises leased shall not be used for the purpose of food preparation or sleeping.
- (e) The Premises leased shall not be used for any illegal purpose.
- (f) The rent of an office will include occupancy of the office during reasonable working hours, Monday through Friday.
- (g) If Lessee requires additional telephone voice or data connections, or the modification of existing telephone voice and data connections, to, or within, the Premises, all materials and installation labor shall be provided to Lessee by Lessor, at an hourly rate of \$25.00, plus materials.
- (h) No birds, dogs, or other animals shall be allowed in the Building.
- (i) Lessee shall not place, or permit to remain, any packages, merchandise, or personal property in the common areas of the Building at any time.
- (j) It is understood and agreed between Lessee and Lessor that no assent or consent to change or waive any part of this Lease has been made, or can be made, unless done in writing, and endorsed hereon by Lessor.

(2) Lessor reserves the right to make such additional and further reasonable rules and regulations as, in his judgment, may from time to time, be needful and required for the safety, cleanliness, and orderly care of the Building, the Premises, and for the preservation of good order therein.

21. SMOKING:

~~Lessee, its officers, employees, agent, or invitees, are prohibited from the smoking of any and all tobacco products, including cigarettes, cigars, or tobacco within a pipe or other smoking appliance, on the Premises, or on or about any of the common elements of the Building.~~

22. MINIMUM TEMPERATURE:

Lessee shall maintain a minimum temperature of not less than fifty-five degrees Fahrenheit in the demised Premises at all times.

23. PARKING:

(1) This Lease does not include the exclusive use of ¹ ~~any~~ ^{r 2} unobstructable, or obstructed, off street parking spaces, located in the parking area immediately west of the Building, by Lessee, its officers, employees, agent, or invitees.

(2) Lessee may not sublet said parking space, nor assign the use of said parking space, other than as provided for in Paragraph 24.

24. ASSIGNMENT, SUBLETTING:

Lessee shall neither sublet the Premises, or any part thereof, nor assign this Lease, nor permit, by any act or default, any transfer of Lessee's interest by operation of law, nor offer the Premises, or any part thereof, for lease or sublease, nor permit the use thereof, for any purpose other than as represented herein this Lease, without, in each case, the written consent of Lessor.

25. SURRENDER OF THE PREMISES:

(1) Lessee shall quit and surrender the Premises at the end of the term, in as good condition as the reasonable use thereof will permit, with all keys thereto.

~~(2) Lessee shall not make any alterations in the Premises without the written consent of Lessor; and all alterations which may be made by either party hereon upon the Premises, except movable furniture and fixtures put in at the expense of Lessee, shall be the property of Lessor, and shall remain upon, and be surrendered with, the Premises, as a part thereof, at the termination of this Lease.~~

26. ABANDONMENT:

(1) In the event that the Premises shall be abandoned, deserted, or vacated, and remain unoccupied for five days consecutively, Lessee hereby authorizes and requests that Lessor, as Lessee's agent, re-enter the Premises and remove all articles found therein, place them in some regular warehouse or other suitable storage place, at the cost and expense of Lessee, and proceed to re-rent the Premises at Lessor's option and discretion, and apply all money so received, after paying the expenses of such removal and storage, toward the rent accruing under this Lease. This request shall not, in any way, be construed as requiring any compliance therewith on the part of Lessor, except as required by Illinois statute.

(2) In the event that the Premises are re-let by Lessor, for such rent and upon such terms as Lessor may deem fit, and if sufficient sum shall not be realized monthly, after paying the expenses of such removal, storage, re-letting and collecting, to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency monthly, during the remaining period of the lease.

27. TERMINATION:

(1) At the termination of this Lease, by lapse of time, or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor, and failing so to do, to pay as liquidated damages, for the whole time such possession is withheld, the sum of \$000.00 per day.

(2) At the termination of this Lease, by lapse of time, or otherwise, Lessee agrees to allow Lessor, or his legal representative, at any time thereafter, without notice, to re-enter the Premises, or any part thereof, either with or (to the extent permitted by law) without process of law, and to expel, remove, and put out Lessee, or any person or persons occupying the same, along with the possessions of Lessee, using such force as may be necessary to do, and to repossess and enjoy the Premises again, as before this lease, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants.

28. REMOVED PROPERTY:

In the event of re-entry and removal of the articles found on the Premises as provided for in this Lease, Lessee hereby authorizes and requests Lessor to sell the same at public or private sale, with or without notice, and the proceeds thereof, after paying the expenses of removal, storage, and sale, to apply towards the rent reserved herein.

29. DEFAULT BY LESSEE:

(1) It is agreed by Lessee, that upon receipt of written notification by Lessor, of the existence of a breach or violation of any of the covenants, rules, or regulations contained herein this Lease, Lessee shall have seven consecutive days to remedy said breach or violation, to the extent required by this lease.

(2) Should Lessee fail to comply within the allotted seven consecutive days, Lessor, at his option, may terminate said Lease and regain possession of the Premises herein described, upon giving Lessee thirty days notice of Lessor's election to exercise said option.

(3) It is agreed by Lessee, that, having been notified in writing by Lessor, on three distinct and separate occasions, of the existence of a breach or violation of any of the covenants, rules, or regulations contained herein this Lease, without regard to whether said breaches or violations are ongoing or have been remedied, Lessor, at his option, may terminate said Lease and regain

30. PLURALS AND SUCCESSORS:

The words " Lessee " and " Lessor ", whenever used in this Lease, shall be construed to mean Lessees and Lessors in all cases where there is more than one Lessee and Lessor, and to apply to individuals, male or female, or to firms and corporations, as the same may be described as Lessee and Lessor herein, and the necessary grammatical changes shall be assumed in each case, as though fully expressed. All covenants, promises, representations, and agreements herein contained, shall be binding upon, apply and inure to, the benefits of Lessee and Lessor and their respective heirs, legal representatives, successors, and assigns.

31. SEVERABILITY:

Wherever possible, each provision of this Lease shall be interpreted in such a manner as to be effective and valid under applicable law; but, if any provision of this Lease shall be prohibited by, or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision, or the remaining provisions of this Lease.

In consideration of the mutual covenants and agreements stated herein this Lease, 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.

Dennis Clarkson
Frances Clarkson
DENNIS & FRANCES CLARKSON
LESSOR

5/1/98
DATE

This Lease is a legal binding contract between Lessor and Lessee. The signatures of Lessor and Lessee acknowledge and affirm that Lessee and Lessor have read this Lease in its entirety, understand all the terms, obligations, conditions, provisions, and regulations contained in this Lease, and are in agreement with all those terms, obligations, conditions, provisions, and regulations.

Dennis Clarkson
LESSEE CLARKSON ENTERPRISE, INC DATE
dba HEAVENTREE CANDLE CO.
DENNIS CLARKSON - PRES
LESSEE

5/1/98
DATE

Property
Cook County Clerk's Office