**COMMERCIAL LEASE AGREEMENT**

THIS LEASE is entered into as of this \_\_day of \_\_\_\_\_\_\_\_ and is made by and between LESSOR, 710 E. 47th Street LLC, an Illinois limited liability company, whose address is 12056 s Union, Chicago, IL by and through their agent ANCHOR REALTY GROUP, INC., whose address is 12056 s Union, Chicago, IL as “LANDLORD” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose address is (“Lessee”).

#

# **RECITALS**

**WHEREAS** Lessor is the legal owner of certain real property legally described as follows: COMMERCIAL STORE FRONT SPACE COMMONLY KNOWN AS: Hyde Park Business Center located at 710 East 47th Street, Chicago, Illinois Chicago, IL 60653.

**WHEREAS**, Lessee desires to lease from Lessor Commercial Suites: Storefront known

As 710 E. 47th Street LLC Suite\_\_\_\_\_, Chicago, IL 60653, and Lessor desires to lease to Lessee said Commercial Suites as described for the rent and upon the other terms, conditions, and covenants contained in this lease Agreement.

# **AGREEMENT**

NOW, THEREFORE, in consideration of the premises, promises, and the benefits to be derived from the mutual obligations hereinafter contained, and in further consideration of the sufficiency which is hereby agreed to and acknowledged the undersigned parties hereby agree as follows:

1. **PREAMBLE: The** preamble above is made a part of this agreement by this reference.

2. **LEASE:** For and in consideration of the rent to be paid and the covenants and agreements to be performed by the Lessee hereunder, Lessor hereby rents and leases to the lessee, and Lessee hereby leases and rents from Lessor the aforementioned Commercial Suite, subject to encumbrances, conditions, covenants, easements, restrictions, and rights of way, whether or not of record, all matters of record and such matters as may be disclosed by inspection of the leased premises (hereinafter referred to as “leased premises”).

3. **TERM: The** term of this lease shall commence on \_\_\_\_\_\_\_\_\_\_ and shall terminate in three years, to wit \_\_\_\_\_\_\_\_\_\_\_\_\_ unless sooner terminated or canceled as hereinafter provided.

4. **RENT:** Lessee covenants to pay to Lessor as monthly rent in U.S. dollars the sum of $680.00 per month for the first year which shall be payable in advance on the first day of each month during the term of the Lease. Lessee covenants to pay to Lessor for the second year as monthly rent in U.S. dollars the sum of $ N/A per month for the second year which shall be payable in advance on the first day of each month during the term. Lessee covenants to pay to Lessor for the third year as monthly rent in U.S. dollars the sum of $ N/A per month for the third year which shall be payable in advance on the first day of each month during the term. Annual rent for each succeeding year commencing September 1st of any given year shall be 5% of the prior annual rental amount; that amount shall be multiplied by 12 in order to calculate the monthly rent until this lease is terminated.

Lessee upon executing this Agreement shall pay to Lessor the first month’s rent ($ \_\_\_\_\_ ), the last month’s rent ($ \_\_\_\_\_\_), and a security deposit of (\_\_\_\_\_\_\_) . Rent shall not be due or payable

from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_to\_\_\_\_\_\_\_\_\_\_\_\_ the undersigned agree that the first month’s rent for the first year shall be due for .

A. Delinquent Payment: Handling Charges. All past due payments required of Lessee hereunder shall bear interest from fifteen (15) days after written notice that same is due until paid at the lesser of 10% per annum (the "*Interest Rate*") or the maximum lawful rate of interest. In no event, however, shall the charges permitted under this Section or elsewhere in this Lease, to the extent they are considered to be interest under the law, exceed the maximum lawful rate of interest.

5. **SECURITY DEPOSIT:** Lessee shall deposit with Lessor at the time of executing this lease as its Security Deposit a sum of $ \_\_\_\_\_\_Said sum shall be held by Landlord as security for the faithful performance by Lessee of all the terms, covenants and conditions of this Lease to be kept and performed by Lessee during, the term hereof. If Lessee defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of rent, the Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any other amount which Landlord expend or become obligated to spend by reason of Lessee's default or to compensate the Landlord for any other loss or damage which Landlord may suffer by reason of Lessee's default. The landlord shall not be required to keep this security deposit separate from its general funds, and Lessee shall not be entitled to interest on such deposit. If Lessee shall fully and faithfully perform every provision of this lease to be performed by it, the security deposit or any balance thereof shall be returned to Lessee (or at Landlord's option, to the last assignee of Lessee's interest hereunder) at the expiration of the lease term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit of Landlord's successor in interest.

6. **USE OF THE PREMISES: Lessee** shall use and occupy only the premises and only for the purpose of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” licensed business and will not use the premises for any other purpose without the Lessor’s express written consent. Lessee shall comply with all Laws relating to the particular use, condition access to, and occupancy of the Premises.

The Premises shall not be used for any use, which is disreputable, creates extraordinary fire hazards, or results in an increased rate of insurance on the building or its contents, or for the storage of any hazardous materials or substances. If, because of a Lessee's act, the rate of insurance on the building or its contents increases, then such acts shall be an Event of Default, Lessee shall pay to Landlord the amount of such increase on demand, and acceptance of such payment shall not waive any of "Landlord's other rights. Lessee shall conduct its business so as not to create any nuisance or unreasonably interfere with other Lessees or Landlord in its management of the building. Lessee shall comply with any and all local, state, or federal laws, statutes, rules, regulations, ordinances orders, permit, license, or other applicable restrictions, guidelines, or legal requirements, relating directly or indirectly with renting this commercial space, engaging in the business as contemplated hereunder.

7. **INSURANCE:** At all times during the term of this lease, Lessee shall at its sole cost and expense maintain full force and effect insurance protecting the Lessee and the Lessor and their respective agents, and any other parties designated by Lessor from time to time, with terms, coverage and in companies at all times satisfactory to Lessor as follows:

1. Commercial Liability Insurance with limits of not less than one million dollars ($1,000,000.00) combined single limit per occurrence for personal injury, death and property damage.

1. Property Insurance against all risks for the full replacement cost of the leased premises, including additions, improvements and alterations to the premises, including and not limited to contents insurance for all personal property located in and /or on the leased premises.

1. Lessor shall be named as an additional insured under all required insurance coverage. Lessee hereby waives all claims of recovery from Lessor for loss or damage to any of its property.

iv. Store Fronts: Plate glass, window glass, door glass insurance in amounts acceptable to Lessor if applicable.

Within 10 business days of taking possession of the premises, Lessee shall tender to Lessor all appropriate certificates of insurance, naming Lessor/ Owner as additional insured.

8. **MAINTENANCE AND REPAIR: Lessee** shall at its expense keep and maintain the premises in good repair and shall dispose of all rubbish and garbage in a clean and sanitary manner. Lessee shall deliver the premises to Lessor at the termination of the lease in the same condition as when received by Lessee, except for ordinary wear and tear. Lessee shall make all necessary repairs and renewals upon the Leased Premises and replace broken globes, glass and fixtures with material of the same size and quality and shall at all times ensure all glass, all plate glass in all windows and doors of the Leased Premises at Lessee’s own expense. Failure to ensure glass as noted herein shall be deemed a breach of this agreement. If lessee shall fail to maintain the premises in good repair and condition as required hereunder of if Lessee shall fail to promptly make all needed repairs or replacements, Lessor shall have the right to maintain the premises and the improvements or make such repairs or replacements, and the cost of such maintenance, repairs of replacement shall be deemed as additional rent due on the next monthly rent payment due day together with interest at the rate of twelve percent (12%) per annum, from the date Lessor performs such maintenance or makes any such repairs or replacements. Except for damage caused by Lessee’s neglect, negligence, and/or misuse, Lessor shall maintain and make requisite and necessary repairs to the roof, and HVAC systems.

9. **ALTERATIONS:** Lessee shall not make any alterations to the premises without Lessor’s prior written consent and agreement.

10. **DAMAGE OR DESTRUCTION:** If the Building or rental space is substantially damaged, destroyed or rendered untenable by fire or other casualty, either party to this lease may terminate this lease upon written notice to the other within thirty (30) days of such fire or other casualty. In any case of fire or other casualty damage to or destruction of the Building, except where this lease is terminated as provided herein, Lessor may at its option repair and rebuild the Building with reasonable diligence, provided that all insurance proceeds collected or collectible as a result of such fire or casualty shall be paid to the Lessor. In the event, the commercial space rented hereunder is damaged by fire or other casualty or destruction Lessee shall repair and rebuild said rental area with reasonable diligence.

11. UTILITIES/WATER & SEWER/GARBAGE REMOVAL/SNOW REMOVAL: Lessor shall be solely responsible for water, sewer, gas, heat, electricity, garbage removal, and snow removal. Lessor shall be solely responsible for any other utility used or consumed in the or at the leased premises. Lessee further covenants to pay to Lessor all appropriate sums Lessee is billed by Lessor for any of the aforementioned utilities, garbage removal, and snow removal. Lessee covenants it will remit payment within ten (10) business days of receipt of any such invoice or bill from Lessor. Lessor shall not be liable for any damages, by the abatement of rent or otherwise, for any interruption, failure of, or delay in furnishing any service or utility.

12. ASSIGNMENT AND SUBLETTING: Lessee shall not sublet all or any portion of the premises and shall not sell, assign, mortgage, pledge or in any manner transfer this Lease or any interest therein, nor permit the use or occupancy of the premises of any part thereof by anyone other than the Lessee without in each case having obtained the prior written consent of Lessor.

13. **SUBORDINATION OR MORTGAGES:** Lessee’s rights hereunder are subordinate to the lien of any mortgage or mortgages, or the lien resulting from any method of financing or refinancing made by Lessor, now in force or in force hereafter against the land, and/or any buildings of which the leased premises are a part of or against any buildings hereafter placed upon said land of which said leased premises are a part of, and to all advances made or hereafter to be made upon the security thereof.

14. **LIENS:** Lessee hereby agrees and covenants that it will not cause, permit or suffer the creations of any lien, including but not limited to mechanic’s liens, for labor performed or materials furnished for or on behalf of Lessee, or any other lien, or security interest or fixture filing, which may cloud or impair Lessor’s title to the premises; and if any lien shall arise due to an act or omission of Lessee, then Lessee shall promptly notify Lessor in writing and Lessee shall promptly remove same all at its own expense and cost.

15. **INSPECTIONS:** Lessor or Lessor’s agents or employees may enter the premises and the building during regular business hours for the purpose of inspection, or for making repairs which Lessee may neglect or refuse to make in accordance with the covenants and agreements contained in this Lease, and also for the purpose of showing the premises at any time to persons wishing to purchase same, or in the event written notice of termination has been given, then at any time that is reasonable for the purpose of showing the premises to persons or entities wishing to rent same.

16. **QUIET ENJOYMENT:** So long as Lessee is not in default of the terms, covenants and agreements hereunder, Lessee’s quiet and peaceable enjoyment of the premises shall not be disturbed or interfered with by Lessor or by any person claiming by, through or under Lessor.

17. LESSOR’S **REMEDIES: All** rights and remedies of Lessor enumerated herein and hereunder shall be cumulative, and none shall exclude any other right or remedy allowed by law or in equity.

A. RIGHT TO RE-ENTER: In the event of the following:

1. Any failure of Lessee to pay any amounts due hereunder within ten (10) business days after the same is due, or by any failure to perform an of the obligations, terms, conditions, covenants or agreements of this Lease for more than thirty (30) days and upon receiving written notice of default from Lessor,

1. If Lessee shall become bankrupt or insolvent, file any debtor proceedings

1. If Lessee shall abandon said leased premises

Then Lessor in addition to all other rights and remedies it may have shall have the immediate right of RE-ENTRY and may remove all persons and property from the leased premises and such property removed and stored shall be at the cost of and be a debit against the account of the Lessee. The exercise of any right of RE-ENTRY shall be without service of process to Lessee, shall be without notice or resort to any legal process, and Lessor shall not be deemed guilty of any trespass, nor shall Lessor be liable to Lessee for any loss or damage it sustains as a result of any such right which may be occasioned thereby.

B. LEGAL EXPENSES: In the event a suit is brought for the recovery of possession of the leased premises in whole or in part, for the recovery of rent or any other amount due under the provisions herein, or because of breach of any other covenant herein contained on the part of Lessee to be kept or performed and a breach can be established, Lessee shall pay to Lessor all expenses incurred therefore, including reasonable attorney’s fees.

C. WAIVER OF JURY TRIAL AND COUNTERCLAIM: The parties hereto shall and do hereby waive any right to a jury trial in any action, proceeding, suit, counterclaim brought by either party hereto against the other on any matter arising out of or in any way connected with this Lease.

18. NOTICES: Unless otherwise provided herein, all notices and other communications hereunder shall be in writing and shall be transmitted, delivered or sent to the party to be notified at the address stated herein, or to such other address as may be designated by such party to the other parties hereto. All such notices and other communications shall be deemed to have been given at the time of transmission if by facsimile, on the first day after delivery to an overnight courier service, or on the third day after the date of mailing if sent by certified or registered mail, postage pre‑paid to such address. Any such notice hereunder may be delivered by facsimile, with the intention that delivery by such means shall have the same effect as delivery of an original thereof.

TO LESSOR: 710 E. 47th Street LLC, an Illinois limited liability company, whose address is 12056 s Union Chicago, IL by and through their agent ANCHOR REALTY GROUP, INC “Landlord”

COPY TO: John Munson, Anchor Realty 12056 s Union, Chicago, IL 60617

Phone #312-617-3000

TO LESSEE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_710 E. 47th St. Suite\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COPY TO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

19. **CONSTRUCTION OF LEASE/CHOICE OF LAW: This** Agreement shall be construed in accordance with the laws of the State of Illinois. All disputes, controversies, or claims arising out of or in connection with this Agreement shall be litigated in any court of competent jurisdiction with the State of Illinois. The undersigned parties' consent to and accept the jurisdiction with the State of Illinois and agree to accept service of process for same.

20. **SEVERABILITY:** Any provisions, condition, paragraph or term of this lease that shall be deemed void, unenforceable or contrary to public policy, in whole or in part, shall be deemed severed, stricken and removed from this lease and the remaining provisions, conditions, paragraphs and terms of this Lease shall not be affected thereby said Lease shall remain in full force and affect.

21. **PLURALS/SUCCESSORS:** The words “Lessor” and “Lessee” wherever herein occurring and used shall be construed to mean “Lessors” and “Lessees” in case there is more than one person belonging to or constituting either party to this lease; and all the covenants and agreements herein contained shall be binding upon, and inure to, their respective successors, heirs, executes, administrators and assigns and be exercised by his or their attorney or agent.

22. **MERGER:** The undersigned parties intend to be bound by all the terms of this Agreement, and that this is their entire and full agreement. Any oral representations or modifications to this Agreement shall not be binding on the parties hereto. Any modifications to this Agreement shall be made in writing, executed by the parties and added hereto as a Rider.

23. **BINDING EFFECT:** This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, heirs, executors, and/or administrators.

24. **COUNTERPARTS:** This Lease Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

25. HOLDING OVER. At the termination and/or expiration of this lease, by lapse of time or otherwise, Lessee shall yield up and tender immediate possession to Lessor. Any failure to do so, shall be deemed a default of this Agreement and Lessee shall then be a Lessee at will and, in addition to all other damages and remedies to which Landlord may be entitled for such holding over, Lessee shall pay, in addition to the other Rent, a daily Basic Rent equal to 125% for the first 90 days, 150% for the next 90 days of the daily Basic Rent payable during the last month of the Term. The provisions of this Section shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law. If Lessee fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Lessee shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including, without limiting, the generality of the foregoing, any claims made by any succeeding Lessee founded upon such failure to surrender, and any lost profits to Landlord resulting therefrom.

26. FORCIBLE DETAINER. Upon default by the Lessee in the failure to pay rent or any other amounts reserved in this Lease or any part thereof, or upon the default or breach of any of the covenants or agreements contained herein by Lessee, the Lessee hereby grants and gives permission to Lessor or his legal representatives, to declare said term ended as of the date of any failure to pay rent, or as of the date any default or breach of any condition, term, covenant and/or agreement contained in this Agreement, to re-enter the Premises or any part thereof and to expel, remove or put out the Lessee, or any other person or persons occupying the premises, using all such forces as Lessor may deem necessary to expel, remove or put out said Lessee, to repossess, gain control and enjoy the Premises as in Lessor’s first estate. And in order to enforce a forfeiture of this lease for default in any of its conditions it shall not be necessary to make demand or to serve notice on Lessee; Lessee hereby expressly waives any and all such right to any demand or notice from Lessor of Lessor’s election to declare the lease term as ended and over. Lessee agrees and acknowledges that any non-performance of any of the covenants, terms, conditions, and/or provisions of this lease shall in itself, at the election of Lessor, without notice or demand constitute a forfeiture of said lease, and at any and all times, after such default, the Lessee shall be deemed guilty of a forcible Detainer of the Premises.

27. CONFESSION OF JUDGMENT. Lessee hereby irrevocably constitutes any attorney of any court of record Of this state the duly authorized attorney for Lessee in Lessee’s name, and

upon complaint, made by Lessor, his agent or assigns, and filed in any such court, to enter Lessee’s appearance in any such court, waive process and service thereof, and trial by jury, and confess judgment against Lessee in favor of Lessor or Lessor’s assigns for any rent which may be due to Lessor or his assignees, by the terms of this lease, with costs and reasonable attorney’s fees, and to waive all errors and right of appeal from said judgment and to file a consent in writing that a writ of execution may be issued immediately.

28. RENT AFTER NOTICE OR SUIT. It is further agreed, by parties hereto, that after the service of notice, or 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.

29. LIMITATION OF LIABILITY. Lessor shall not be liable for any losses, damages and claims incurred by Lessee or to any persons claiming through Lessee (nor shall rent be abated) for damage to or for any loss of property or for any injury, occurring in or about the Premises, from any cause whatsoever, all claims for such damage or injury being hereby expressly waived by Lessee, and Lessee shall indemnify and hold Lessor harmless from and against any and all losses, damages, judgments, suits and claims.

30. **HAZARDOUS OR TOXIC MATERIALS***.* As used herein, "Hazardous or Toxic Materials" shall include but not be limited to asbestos-containing materials ("ACM") petroleum products, radioactive materials, polychlorinated biphenyls (PCBs), and substances or compounds containing PCBs and all other materials, substances, wastes, and chemicals classified defined, listed, or regulated as, or containing, a "hazardous substances," "hazardous materials," or "toxic substances," "pollutant." "Contaminant," "solid waste" under any Environmental Law or which may become regulated by or under the authority of any Environmental Law. As used herein, the term "Environmental Laws" shall include any and all local, state, or federal laws, statutes, rules, regulations, ordinances orders, permits, licenses, or other applicable governmental restrictions, guidelines, or legal requirements, relating directly or indirectly to human health or safety or environment, or the presence, handling, treatment, storage, disposal, recycling, reporting, remediation, investigation, or monitoring of hazardous or toxic material including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. Lessee shall not be responsible for, nor shall the provisions of Section 13 of this "Lease apply to any Hazardous or Toxic Materials in, on or under the Premises prior to the May 1, 2000 or at any time if not placed there by Lessee. In addition, Lessee shall have no responsibility for the exacerbation of, or release of any pre-existing Hazardous or Toxic Materials contamination, in, on or under the Premises or the Building, including ACM's, as a result of any of Lessee's alterations or improvements.

31. EVENTS OF DEFAULT*.* Each of the following occurrences shall be an "Events of Default":

A. Lessee's failure to pay Rent within ten (10) days after Landlord has delivered notice to Lessee that the same is due;

B. Lessee fails to provide any estoppel certificate verifying factual information supplied on the certificate by Landlord as called for in this Lease and such failure shall continue for ten (10) days after written notice thereof from Landlord to Lessee;

C. Lessee's failure to perform, comply with, or observe any other agreement or obligation of Lessee under this Lease and the continuance of such failure for a period of more than thirty (30) days after Landlord has delivered to Lessee written notice thereof provided, if the nature of Lessee's failure is such that more time is reasonably required in order to cure, there shall be no Event of Default if Lessee commences to cure within such period and thereafter reasonably seeks to cure such failure to completion, and

D. The filing of a petition by or against Lessee (the term "*Lessee*" shall include, for the purpose of this Section 19(d), any guarantor of Lessee's obligations hereunder) (1) in any bankruptcy or other insolvency proceeding; (2) seeking any relief under any state or federal debtor relief law; (3) for the appointment of a liquidator or receiver for all or substantially all of Lessee's property or for Lessee's interest in this Lease; or (4) for the reorganization or modification of Lessee's capital structure; however, if such a petition is filed against Lessee, then such filing shall not be an Event of Default unless Lessee fails to have the proceedings initiated by such petition dismissed within ninety (90) days after the filing thereof.

E. Lessee’s failure to comply with any and all local, state or federal laws, statutes, rules, regulations, ordinances orders, permit, license requirements or other applicable restrictions, guidelines or legal requirements, relating directly or indirectly with renting this commercial space, and/or engaging in the business as contemplated hereunder.

F. Landlords Remedies. In addition to the remedies already set forth herein, upon any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any of the following actions:

i. Terminate this Lease by giving Lessee written notice thereof, in which event Lessee shall pay to Landlord the sum of (1) all Rent accrued hereunder through the date of termination, (2) all amounts due under all other such sections as provided herein, and (3) an amount equal to (A) the total Rent that Lessee would have been required to pay the remainder of the Term;

ii. Terminate Lessee's right to possess the Premises without terminating this Lease by giving written notice thereof to Lessee, in which event Lessee shall pay to Landlord (1) all Rent and other amounts accrued hereunder to the date of termination of possession (2) all amounts due from time to time under any other such section provided herein, and (3) all Rent and other net sums required hereunder to be paid by Lessee during the remainder of the Term, diminished by any net sums thereafter received by Landlord through reletting the Premises during such period, after deducting all costs incurred by Landlord in reletting the Premises. Landlord shall use reasonable efforts to relet the Premises on such terms as Landlord in its sole discretion may determine (including a term different from the Term, rental concessions, and alterations to, and improvement of, the Premises); however, Landlord shall not be obligated to relet the Premises before leasing other portions of the building. Landlord shall not be liable for, nor shall Lessee's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or to collect rent due for such reletting. Reentry by Landlord in the Premises shall not affect Lessee's obligations hereunder for the unexpired Term; rather, Landlord may, from time to time, bring an action against Lessee to collect amounts due by Lessee, without the necessity Landlord's waiting until the expiration of the Term. Unless Landlord delivers written notice to Lessee expressly stating that it has elected to terminate this Lease, all actions taken by Landlord to dispossess or exclude Lessee from the Premises shall be deemed to be taken under this Section. If Landlord elects to proceed under this Section, it may at any time elect to terminate this Lease under this said Section; or

iii. Additionally, without notice, Landlord may alter locks or other security devices at the Premises to deprive Lessee of access thereto, and Landlord shall not be required to provide a new key or right of access to Lessee.

32. PAYMENT BY LESSEE: NON-WAIVER.

A. Payment by Lessee. Upon any Event of Default, Lessee shall pay to Landlord all costs incurred by Landlord (including court costs and reasonable attorneys' fees and expenses) in (1) obtaining possession of the Premises, (2) removing and storing Lessee's or any other occupant's property, (3) repairing and restoring the Premises to the condition of the premises, (4) if Lessee is dispossessed of the Premises and this Lease is not terminated, reletting all or any part of the Premises (including brokerage commissions, cost of Lessee finish work, and other costs incidental to such reletting), (5) performing Lessee's obligations which Lessee failed to perform, and (6) enforcing, or advising Landlord of; its rights, remedies, and recourses arising out of the Event of Default.

B. No Waiver. Landlord's acceptance of Rent following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by Landlord of any violation or breach of any of the terms "contained herein shall waive Landlord's rights regarding any future violation of such term. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith; accordingly, Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of the Rent that is due.

33. CERTAIN RIGHTS RESERVED BY LANDLORD. Provided that the exercise of such rights does not unreasonably interfere with Lessee's access to or occupancy of the Premises (24 hours per day, 7 days per week), Landlord shall have the following rights:

A. To decorate and to make inspections, repairs, alterations, additions, changes, or improvements, whether structural or otherwise, in and about the Building, or any part thereof except that doing so in the Premises shall require 14 hours prior written notice except in the event of emergency; to enter upon the Premises (with 24 hours prior written notice other than in the event of emergency) and, during the continuance of any such work, to temporarily close doors, entryways, public space, and corridors in the Building; to change the name of the Building: and to change the arrangement and location of entrances or passageways, doors, and doorways, corridors, elevators, stairs, restrooms or other public parts of the Building;

B. To take such reasonable measures as Landlord deems advisable for the security of the Building and its occupants; evacuating the Building for cause, suspected cause, or for drill purposes; temporarily denying access to "the Building; and closing the Building after normal business hours and on Sundays and holidays, subject, however, to Lessee's right to enter when the Building is closed after normal business hours under such reasonable regulations as Landlord may prescribe from time to time; and

C. To enter the Premises at reasonable hours to show the "Premises" to prospective purchasers, lenders, or, during the last 6 months of the Term, Lessees. Landlord shall make reasonable efforts to minimize interference with Lessee's normal business operations.

34. **MISCELLANEOUS.**

A. Landlord Transfer. Landlord may transfer any portion of the building and any of its rights under this Lease. Landlord shall thereby be released from any further obligations hereunder, provided that the assignee assumes Landlord's obligations hereunder in writing.

B. Estoppel Certificates. From time to time, Lessee shall furnish to any party designated by Landlord, within fifteen days after Landlord has made a request therefor, a certificate signed by Lessee containing such factual certifications and representations as to this Lease as Landlord may reasonably request.

C. Amendments and Binding Effect. This Lease may not be amended except by instrument in writing signed by Landlord and Lessee. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord and no custom or practice which may evolve between the parties in the administration of the terms hereof shall waive or diminish the right of Landlord to insist upon the performance by Lessee in strict accordance with the terms hereof. The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and "legal representatives", except as otherwise herein expressly provided. This Lease is for the sole benefit of Landlord and Lessee, and other than Landlord's Mortgagee, no third party shall be deemed a third-party beneficiary hereof.

D. No Merger. There shall be no merger of the leasehold estate hereby created with the fee estate in the Premises or any part thereof if the same person acquires or holds, directly or indirectly, this Lease or any interest in this Lease and the fee estate in the leasehold Premises or any interest in such fee estate.

E. No Offer. The submission of this Lease to Lessee shall not be construed as an offer, and Lessee shall not have any rights under this Lease unless Landlord executes a copy of this Lease and delivers it to Lessee.

F. Entire Agreement. This Lease constitutes the entire agreement between Landlord and Lessee regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, Landlord or Lessee has made no representations, warranties or agreements to the other with respect to this Lease or the obligations of Landlord or Lessee in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Lease or any exhibits or amendments hereto.

G. Joint and Several Liability. If Lessee is comprised of more than one party, each such party shall be jointly and severally liable for Lessee's obligations under this Lease.

H. Financial Reports. Within fifteen (15) days after Landlord's request, Lessee will furnish to Landlord Lessee's most recent audited financial statements (including any notes to them) or, at Lessee's option, the most recent audited financial statements (including any notes to them) of an entity that controls Lessee, or, if no such audited statements have been prepared, such other financial statements (and notes to them) as may have been prepared for Lessee or, at Lessee's option, an entity that controls Lessee by an independent certified public accountant in Accordance Accepted Accounting Principles by an independent certified public accountant, or at Lessee's option, by an officer of Lessee or an officer of an entity that controls Lessee. Landlord will not disclose any aspect of any such financial statements except (1) to Landlord's lenders or prospective purchasers of the building, (2) if required by court order in the case of disclosures pursuant to clauses (1) and (2) of the preceding sentence, such disclosures shall be made only after Lessee gives its specific consent to such disclosure and after the party receiving such information has signed a confidentiality statement reasonably acceptable to Lessee.

I. Telecommunications. Lessee and its telecommunications companies, including a but not limited to local exchange telecommunications companies and alternative access vendor services companies shall have no right of access to and within the Building, for the installation and operation of telecommunications systems including but not limited to voice, video, data, and any other telecommunications services provided over wire, fiber optic, microwave, wireless, and any other transmission systems, for part or all of Lessee's telecommunications within the Building and from the Building to any other location without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed.

J. Confidentiality. Lessee acknowledges that the terms and conditions of this Lease are to remain confidential for Landlord's benefit, and may not be disclosed by Lessee to anyone, by any manner or means, directly or indirectly, without Landlord's prior written consent. The consent by Landlord to any disclosures shall not be deemed to be a waiver on the part of Landlord of any prohibition against any future disclosure.

K. Plate Glass Insurance. Lessee shall, at his own expense, furnish insurance covering the plate glass in the store or loft premises herein demised. In the event Lessee fails to pay the premium for such insurance promptly upon receipt of invoice, the amount of such premium shall become so much additional rent due hereunder.

IN WITNESS WHEREOF, the parties have executed this lease agreement as of the day and year written above and as agreed to and accepted by:

LESSOR: LESSEE:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

710 E. 47th Street LLC

An Illinois Limited Liability Company by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RIDER 1**

**(To be attached to Commercial Lease Agreement)**

RIDER ATTACHED TO, executed simultaneously with and made a part of lease Dated as of this \_\_\_\_ day of \_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_ for the storefront commonly known as Hyde park Business Center located at 710 E. 47th Street LLC entered into by the Lessee, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_ and the Lessor, 710 E. 47th Street LLC an Illinois limited liability company whose address is 12056 s Union, Chicago, IL 60628. For and in consideration of the premises, promises, and the benefits to be derived from the mutual obligations hereinafter contained, and in further consideration sufficiency of which is hereby agreed to and acknowledged the undersigned parties hereby agree as follows:

1. INCREASE IN FIRE INSURANCE RATE

It is expressly understood and agreed between Lessee and Lessor that if anything in Lessee’s business operation causes the present fire insurance rate to increase on the building in which the demised premises is located, Lessee shall on demand pay the increased cost of such fire insurance.

2. SELLING OR GIVING AWAY OF ALCOHOLIC BEVERAGES

It is expressly understood and agreed between Lessee and Lessor that Lessee shall not sell, give away or otherwise dispense any alcoholic beverages of any kind whatsoever, nor permit the same to be done, within or upon the said demised premises.

3. TEMPERATURE SUFFICIENT TO KEEP PIPES FROM FREEZING

It is further agreed that the Lessee shall maintain at all times in the premises a temperature sufficient to protect the premises and to keep the plumbing fixtures and pipes from freezing. Any damage occurring through Lessee’s failure to maintain sufficient heat will be repaired or replaced at Lessee’s own expense.

4. “AS IS” CONDITION

It is expressly understood and agreed between Lessor and Lessee that Lessee accepts the within demised premises in an “as is” condition and that Lessee will maintain the interior of said premises in a condition suitable for the operation of Lessee’s business. Any labor or repairs required to maintain the interior of said premises in a condition suitable for the operation of Lessee’s business shall be entirely at Lessee’s own expense. Full Waivers of Liens shall be furnished to Lessor for work ordered by Lessee.

5. REMOVAL OF DEBRIS/ GARBAGE

It is further understood and agreed that Lessee shall keep the premises in a clean and sightly condition at all times, and not permit boxes, paper or garbage or refuse of any kind to accumulate in the rear of the demised premises.

6. SIGNS, AWNINGS, OR ATTACHMENTS

It is expressly understood and agreed between Lessee and Lessor that all signs, awnings, or attachments to or on the exterior of said store, maintained by the Lessee, conform to the requirements of the Lessor or his agent and the ordinances of the City of Chicago including but not limited to obtaining all appropriate licenses, permits for same.

7. LAWS AND ORDINANCES

Lessee shall conduct his business in full compliance with all Federal, State and Local laws and ordinances.

8. CONDEMNATION CLAUSE

If the building, or any portion thereof which includes a substantial part of the premises, shall be taken or condemned by any competent authority for any public use or purpose, the term of this lease shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose, and without apportionment of the award. Current rent shall be apportioned as of the date of such termination. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the building, or the land under it, or if the grade of any street or alley adjacent to the building is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the building to conform to the changed grade, Lessor shall have the right to cancel this lease upon not less than ninety (90) days notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Lessor to Lessee for the right of cancellation, and Lessee shall have no right to share in the condemnation award or in any judgment for damages caused by the change of grade.

9. Lessee agrees to save and keep harmless the Lessor, his agents and servants and the demised premises, located at 710 East 47th Llc Chicago, Illinois, during the continuance of this lease from any and all claims, damages, fines, liens, penalties, judgments, costs and expenses whatsoever which may result to said Lessor, Agents, or servants, or to said demised premises, under the provisions of any present or future statues of the United States of America, or State of Illinois, or ordinances of the City of Chicago, concerning the manufacture, bottling, sale, barter, use of giving away of alcoholic liquor, wine and beer, by said demised premises.

IN WITNESS WHEREOF, the parties have executed this Rider as of the day and year written above and as agreed to and accepted by:

LESSOR (or his agent): LESSEE:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date

RiderToCommLease.doc

**GUARANTY OF LEASE**

**WHEREAS** Lessor and tenant are about to execute a lease for the commercial space known as \_\_\_\_\_\_\_\_\_\_\_\_\_ located at 710 E. 47th Street, Chicago, Illinois 60653, and

**WHEREAS,** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter “Guarantor(s)” have a financial interest in said Lessee/Tenant, and

**WHEREAS,** Lessor would not execute the Lease if Guarantor(s) did not execute and deliver to Lessor this Guaranty of Lease.

NOW THEREFORE, in consideration of the premises, promises, and the benefits to be derived from the mutual obligations hereinafter contained in the lease, and in further consideration sufficiency of which is hereby agreed to and acknowledged the Guarantor(s) hereby acknowledge, consent and agree to the following:

1. Guarantor(s) hereby jointly, severally, unconditionally and irrevocably guarantee the prompt, timely payment of all rents and all other sums payable by Lessee under said Lease and the faithful and prompt performance by Lessee of each and every term, conditions, covenant, obligation of said Lease to be kept and performed by Lessee.

2. In the event the terms of the Lease are modified, and/or extended by agreement in writing by the Lessor and Lessee or in the event said Lease is assigned by Lessor or any assignee of Lessor without consent or notice to Guarantor(s), this Guaranty shall continue to guarantee the performance of said lease modified, extended or assigned.

3. This Guaranty shall not be released, modified or affected by the failure or delay on the part of Lessor to enforce any of the rights or remedies of the Lessor under said Lease, whether pursuant to terms thereof or at law or in equity.

4. No notice of default needs to be given to the Guarantor(s), it is specifically agreed that the guarantee of the undersigned is a continuing guarantee under which the Lessor may proceed immediately against Lessee and/or Guarantor(s) following any default, breach by Lessee or for the enforcement of any rights which Lessor may have as against Lessee under the terms of the Lease or at law or in equity.

5. Lessor shall have the right to proceed against Guarantor(s) hereunder following any breach or default by Lessee without first proceeding against Lessee and without previous notice or demand upon either Lessee or Guarantor(s).

6. Guarantor(s) hereby waive:

a). notice of acceptance of this Guaranty;

b). demand of payment, presentation, and protest;

c). all right to assert or plead any statute of limitations relating to this Guaranty or the Lease;

d). any right to require the Lessor to proceed against the Lessee or any other Guarantor or any other person or entity liable to Lessor;

e). any right to require Lessor to apply to any default any security deposit or other security it may hold under the Lease;

f). any right to require Lessor to proceed under any other remedy Lessor may have before proceeding against Guarantor(s);

g). any right of subrogation.

7. Guarantor(s) hereby subrogate all existing or future indebtedness of Lessee to Guarantor(s) to the obligations owed to Lessor under the Lease and this Guaranty.

8. If Guarantor is married, such Guarantor expressly agrees that recourse may be had against his or her separate property for any and all obligations hereunder.

9. Obligations of Lessee under the Lease to execute and deliver estoppel statements and financial statements, as provided therein, shall be deemed to also require the Guarantor(s) hereunder to do and provide the same.

10. The term Lessor refers to and means the Lessor named in the Lease and also Lessor’s agents, successors, and assigns. So long as Lessor’s interest in the Lease, the leased premises, or the rents, issues and profits therefrom, are subject to any mortgage or deed of trust or assignment for security, no acquisition by Guarantor(s) of Lessor’s interest shall affect the continuing obligation of Guarantor(s) under this Guaranty which shall nevertheless continue in full force and effect for the benefit of any Mortgagee, beneficiary, trustee or assignee under such mortgage, deed of trust or assignment and their successor or assigns.

11. The term Lessee refers to and means the Lessee named in the Lease and to the extent consented to by Lessor any Lessee’s successors or assigns.

12. In the event any action is brought by Lessor against Guarantor(s) hereunder to enforce the obligations of Guarantor(s) hereunder, the unsuccessful party in such action shall pay to the prevailing party all reasonable attorney fees, costs, and court costs.

IN WITNESS WHEREOF, the Guarantor(s) have executed this lease guaranty as of this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ all as agreed to and accepted by:

GUARANTOR: GUARANTOR:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its: President Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: 312-617-3000 Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: 12056 s Union Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_