

LEASE

This Lease ("Lease") is entered into by and between Vega Properties, Ltd, an Illinois corporation ("Landlord"), and Carrerra, Inc. an Illinois corporation ("Tenant") and Yolanda Zuno as guarantor and is effective as of December 1, 2014. (At times, Landlord and Tenant are singularly referred to as "Party" and collectively as "Parties").

1. BASIC LEASE PROVISIONS

The Basic Lease Provisions are intended to be in outline form and are addressed in detail in the Terms and Conditions of this Lease. In the event of any conflict, inconsistency or disagreement between the Basis Lease Provisions and the Terms and Conditions of the Lease, the Terms and Conditions of the Lease shall prevail and control the Parties agreement.

Landlord	Vega Properties, Ltd., an Illinois corporation.
Landlord's Address	3225 South Western Avenue, Chicago, Illinois 60608.
Tenant	Carrerra, Inc.
Tenant Address	Aurora, Illinois 60505 or as otherwise provided herein.
Premises	710 Foran Lane, Aurora, Illinois 60506 ("Premises").
Term	The term of the Lease shall commence on December 1, 2014 and shall terminate on November 30, 2016, absent earlier termination in accordance with its terms.
Rent	Year 1(December 1, 2014 to November 30, 2015)-One Hundred Ninety Two Thousand and No/100 Dollars (\$192,000) per annum payable in monthly consecutive installments of Sixteen Thousand and No/100 Dollars (\$16,000), and year 2 (December 1, 2015 to November 30, 2016) Two Hundred One Thousand Six Hundred and No/100 Dollars (\$201,600) per annum payable in monthly consecutive installments of Sixteen Thousand Eight Hundred and No/100 Dollars (\$16,800).
Security Deposit	Sixteen Thousand and No/100 Dollars (\$16,000)
Permitted Use	Supermarket

Broker

None

Terms and Conditions

2. Lease of Premises.

For and in consideration of the agreement of Tenant, to pay the rent, together with all other expenses and charges as set forth in this Lease and to faithfully perform the terms and covenants on Tenant's part set forth in this Lease, the full performance and observance of which are conditions precedent to the covenants on Landlord's part, Landlord leases to Tenant pursuant to the terms, covenants and conditions set forth in this Lease the Premises.

3. Term of Lease.

The term of this Lease shall commence on December 1, 2014 and shall expire on November 30, 2016 (at times, "Term"), absent earlier termination pursuant to its terms.

4. Rent.

(i) Tenant shall pay to Landlord rent on the first day of each consecutive month as follows:

(a) Year 1- (December 1, 2014 to November 30, 2015)-One Hundred Ninety Two Thousand and No/100 Dollars (\$192,000) per annum payable in monthly consecutive installments of Sixteen Thousand and No/100 Dollars (\$16,000). The first month rent is due and payable upon execution of this Lease; and

(b) Year 2- (December 1, 2015 to November 30, 2016) Two Hundred One Thousand Six Hundred and No/100 Dollars (\$201,600) per annum payable in monthly consecutive installments of Sixteen Thousand Eight Hundred and No/100 Dollars (\$16,800);

(ii) The Parties agree that the rent is gross and that Tenant shall not be charged any additional amount for real estate taxes and/or such insurance maintained by Landlord for Landlord's benefit;

(iii) Tenant shall pay the rent when due, without notice or demand, and without any abatement, deduction or setoff, except as otherwise may be expressly set forth in this Lease. Tenant's covenant to pay rent is independent of any covenant on Landlord's part;

(iv) In the event that the rent is not paid by the fifth (5th) of the month, a late charge in an amount equal to five percent (5%) of the then delinquent installment(s) of the rent shall also be due and owing. All rent shall be paid to Landlord at Landlord's address set forth in Section 44.1 of this Lease or as otherwise directed in writing by Landlord upon ten (10) days prior written notice to Tenant; and

(v) If the commencement and/or expiration date of this Lease occurs on a day other than the first day of a calendar month, the rent due for the partial calendar month(s) shall be prorated on a per diem basis.

5. Security Deposit.

(i) Tenant shall deposit with Landlord the sum of Sixteen Thousand and No/100 Dollars (\$16,000) for the security deposit ("Security Deposit") upon execution of this Lease;

(ii) The Security Deposit shall remain with Landlord, not as prepaid rent, but as security for Tenant's faithful performance of this Lease. The Security Deposit may be commingled with Landlord's other funds, and shall be promptly returned to Tenant upon expiration of the term of this Lease, subject to fulfillment by Tenant of all covenants and terms to be performed as set forth in this Lease. No interest shall be paid to Tenant on the Security Deposit;

(iii) If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the provision relating to the payment of rent, Landlord may, in its sole discretion, use, apply or retain all or any portion of the Security Deposit for the payment of rent or the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default or to compensate Landlord for any loss or damage which Landlord may suffer by reason of Tenant's default. Notwithstanding the foregoing, in the event the entire Security Deposit is so applied this shall not relieve Tenant from paying to Landlord such amount due in excess of the Security Deposit held by Landlord. If the entire Security Deposit or any portion of the Security Deposit is so retained, applied or used, Tenant upon thirty (30) days written notice from Landlord shall deposit with Landlord such sum of money for the purpose of restoring the Security Deposit to its original amount of Sixteen Thousand and No/100 Dollars (\$16,000);

(iv) If Tenant becomes insolvent or be adjudicated a bankrupt or applies for or takes the benefit of any bankruptcy or insolvent acts or any act or statutory provisions for the relief of debtors, or makes an assignment, general and/or otherwise, for the benefit of its creditors, if a receiver or trustee is appointed for Tenant, then in any such case the Security Deposit shall be deemed to be and hereby is assigned by Tenant to Landlord. In any such event, or in case of any default by Tenant by reason of which this Lease is terminated and/or Tenant's possession of the Premises is terminated without termination of the Lease either by summary proceedings or by notice as may be provided, such Security Deposit shall belong to and become the sole property of Landlord and shall be retained by Landlord without any right to or to any part by Tenant, and the right to retain such Security Deposit shall survive summary proceedings or any other proceedings relating to termination of the Lease and/or for the recovery or possession of the Premises; and

(v) Subject to the terms of this Section 5, in the event of sale or conveyance of the Premises by Landlord, Landlord shall transfer or assign such Security Deposit or such amount of the security deposit then remaining, if any, that has not been utilized by Landlord as forth in this Lease to such grantee of the Premises or to any assignee or transferee of this Lease, and upon such transfer Landlord shall have no further liability to Tenant for the return of the Security Deposit and all liability of the transferor or assignor of such Security Deposit, or such portion so transferred shall cease and come to an end provided.

6. Condition of Premises "As Is" and Alterations.

(i) Tenant acknowledges and agrees that Tenant has closely examined the condition of the Premises and accepts the Premises in "AS-IS" condition, with all defects, known and unknown, and patent and latent, together with any all building code violations, if any; and that Landlord is not obligated to make any improvements capital and/or otherwise, repairs or replacements of any kind and/or perform any maintenance to the Premises; except as specifically provided for in Section 13(v);

(ii) Tenant acknowledges that Landlord nor any representative of Landlord has made any representation pertaining to, without limitation, the condition of the Premises, the square footage of the Premises, its compliance or lack of compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et. seq.) as amended, zoning of the Premises; permitted uses of the Premises or the suitability of the Premises for Tenant's intended use. Tenant represents and warrants that Tenant has made its own diligent and through investigation and inspection of the Premises and is not relying on any representation of Landlord nor any representative of Landlord with respect thereto; and

(iii) Tenant shall not make any structural alterations or material alterations in or to the Premises without the prior written approval of Landlord, which approval may be withheld in the sole discretion of Landlord. In no event shall Tenant open and/or penetrate the roof membrane and materials without the written approval of Landlord which approval may be withheld in the sole discretion of Landlord.. In no event shall Tenant use and/or install in the Premises any additional equipment and fixtures including, but not limited to, heating and cooling equipment, coolers, freezers, and warming/ripening rooms, without the prior written approval of Landlord which approval Landlord may not unreasonably withheld and as otherwise expressly provided for in this Lease . Subject to the foregoing limitation, Tenant may otherwise install and operate in and upon the Premises such appliances, equipment, machinery and fixtures necessary for the conduct of its trade and business without Landlord's approval. In the event Tenant performs, or causes to be performed, any work on the Premises such work shall be performed in a good and workmanlike manner, by insured and licensed contractors and without attachment of any mechanic's or materialmn's liens on the Premises. Tenant shall provide Landlord in recordable form lien waivers, a contractor's sworn statements, and such other documentation or instruments reasonably requested by Landlord upon completion of any such work.

7. Insurance.

Tenant shall purchase and maintain insurance during the entire Term, at Tenant's sole cost and expense, for the benefit of Tenant and Landlord with terms, coverages, limits described below with a companies licensed to do business in the State of Illinois with Best Ratings of no less than A:

(i) Commercial general liability insurance covering all risks written on an occurrence basis insuring Tenant and naming Landlord as an additional insured on such policy by endorsement providing coverage for all risks including, but not limited, for Bodily Injury and Death, Personal and Advertising Injury Liability, Products/Completed Operation, Property Damage and Medical Expense Liability arising out of Tenant's operations, acts, omissions and use of the Premises for limits of liability no less than:

Bodily Injury/Death	\$1,000,000 each occurrence \$2,000,000 annual aggregate
Personal and Advertising Injury Liability	\$1,000,000
Products/Completed Operation Aggregate	\$2,000,000
Property Damage	\$2,000,000
Medical Expense Liability	\$10,000 any one person

(ii) Property damage insurance in an amount with coverage limits not less than \$1,000,000 insuring all Tenant's betterments/improvement to and upon the Premises, if any, and all Tenant's property located on the Premises including, without limitation, inventory, furnishing, equipment, fixtures and Tenant's other personal property;

(iii) To the extent Tenant shall own, lease or operate any motor vehicles and trucks, comprehensive (providing coverage for bodily injury liability and property damage liability) commercial automobile liability insurance insuring Tenant's vehicles/trucks, together with non-owned and hired vehicles with a combined single limit coverage limits of not less than \$1,000,000;

(iv) Liquor liability/dram shop insurance ("Dram Insurance") covering any and all claims and causes of action including, but not limited, for bodily injury, death, property damage and loss and loss of society brought under the Illinois Liquor Control Act of 1934 ("Act") with coverage limits each occurrence in an amount no less than the maximum amount that a person may recover under the Act and with aggregate limits not less than \$1,000,000. Tenant shall not sell, serve, or give away alcoholic beverages nor shall any alcoholic beverage be brought into the Premises until the Dram Insurance is in place and a certificate thereof has been delivered to Landlord as provided below.

(v) All the aforementioned policies of insurance excepting such insurance provided under Section 7(ii) shall:

(a) name by endorsement and/or other instrument acceptable to Landlord, Landlord, Landlord's Representatives, together with any party holding an interest to which this Lease may be subordinated as may be requested by Landlord in writing, as additional insureds with such rights equal to that of Tenant and as evidenced by Certificates of Insurance acceptable to Landlord. Tenant shall deliver all Certificates of Insurance upon execution of this Lease or in the event not available at time of execution no later than (10) days following execution of this Lease, together with proof of payment that all insurance has been bound and pay for on an annual basis for the first year of the Term of the Lease. Tenant, upon the written request of Landlord promptly and without delay and from time to time shall deliver to Landlord a certified complete copy of all insurance policies, including all endorsements and proof that all insurance has been paid for on an annual basis during the term of the Lease.

(b) name Landlord as loss payee (except with regard to any policies covering Tenant's property as defined herein in Section 7(ii));

(c) be issued by an insurance company with a A. M. Best rating of A-X or higher or better and otherwise reasonably acceptable to Landlord and licensed to do business in the State of Illinois;

(d) provide that said insurance shall not be canceled or modified unless thirty (30) days prior written notice shall have been given to Landlord;

(e) provide coverage on an occurrence basis;

(f) provide coverage for all the indemnity obligations of Tenant arising under this Lease;

(g) be written on a primary and not contributory basis to any and all insurance that may be maintained by Landlord; and

(h) Have deductibles equal to or less than \$5,000 per occurrence.

(vi) The Tenant will not do, omit or permit to be done or omitted upon the Premises anything which will cause the rate of Landlord's insurance to be increased or cause such insurance to be cancelled or terminated.

(vii) The aforementioned insurance requirements shall not in any manner whatsoever limit Tenant's obligations under this Lease including, but not limited to, Tenant's indemnity obligations.

8. Worker's Compensation and Employer's Liability Insurance.

Tenant shall during the term of this Lease maintain and keep in full force and effect at Tenant's sole expense worker's compensation insurance insuring against all worker's compensation claims in compliance with Illinois law. Tenant shall also during the term of this Lease maintain and keep in full force and effect at Tenant's sole expense employers liability insurance covering all employees, agents and contractors of Tenant performing work in, on or with respect to the Premises in amounts not less than \$500,000 for each accident and \$500,000 for disease for each employee, agent, and contractor. Tenant shall deliver to Landlord a Certificates of Insurance evidencing the foregoing insurance upon execution of this Lease or in the event not available at time of execution no later than (10) days following execution of this Lease, together with proof of payment that all insurance has been bound and pay for on an annual basis for the first year of the Term of the Lease. Tenant, upon the written request of Landlord promptly and without delay and from time to time shall deliver to Landlord certified complete copies of the worker's compensation and employer's liability insurance policies, together with proof of payment on an annual basis.

9. Waiver of Subrogation.

To the extent not in violation by law, and without affecting the insurance coverage required to be maintained under this Lease, Tenant, its insurers, together with anyone claiming through or under each of them by way of subrogation or otherwise waive against Landlord, together with anyone claiming through or under Landlord, together with its directors, officers, shareholders, employees, agents, successors and assigns (collectively at times, "Landlord's Representatives") any right for (i) damages for bodily injury to or death of persons, (ii) damage to or loss of property, (ii) damages to the Building and/or Premises or any part thereof or (iv) claims arising by reason of and without limitation the foregoing, to the extent that any such damages and claims of any kind and/or nature are insured against or required to be insured against by Tenant under this Lease. This provision is intended to waive fully for the benefit the Landlord, together with anyone claiming through or under Landlord, together with Landlord's Representatives any rights and/or claims which might give rise to a right of subrogation by any and all insurance carriers. In the event this provision affects and/or invalidates the insurance required to be provided in this Lease, this provision may be waived at Landlord's election, subject to Landlord's sole discretion, in writing, in whole or in part.

10. Use of the Premises and Operation.

(i) The Premises shall be utilized strictly for the operation of a supermarket and other incidental purposes and for no other purpose without the prior express written approval of Landlord which approval may be withheld in Landlord's sole discretion;

(ii) Tenant shall not at any time use or occupy or suffer or permit anyone to use or occupy the Premises except as provided for in Section 10(i), or do or permit anything to be done in or about the Premises in any manner that may (i) violate any Certificate of Occupancy for the Premises, permit and/or license; (ii) cause, or be liable to cause, injury or damage to the Premises or any equipment, fixtures, facilities or systems therein that are the property of Landlord; (iii) constitute a violation of applicable statutes and codes including, but not limited to, building codes; (iv) constitute a breach or adversely effect any insurance policy required to be maintained by Tenant or maintained by Landlord; (v) impair or tend to impair the character or appearance of the Premises; (vi) constitute a nuisance (public or private) or disturb the neighbors or neighborhood; (vii) cause offensive and/or noxious odors, fumes and/or omissions to emanate from the Premises and/or (viii) violate any reasonable written directives that Landlord may issue from time to time in Landlord's sole discretion. Without waiver of the foregoing, Tenant shall occupy and conduct Tenant's business activities upon the Premises strictly in compliance with all applicable State of Illinois, City of Aurora, Illinois and Federal laws, statutes, codes, rules and ordinances.

11. Certificate of Occupancy, Licenses, Permits and Approvals.

Tenant shall at its sole expense be solely responsible for obtaining and maintaining from all governmental bodies (including, without limitation, the City of Aurora, Illinois, federal, and State of Illinois) all permits, business licenses, liquor licenses, and other approvals pertaining to the lawful use and occupancy of the Premises. Tenant's failure and/or inability to obtain, retain and/or renew all such permits, business licenses and other approvals shall not relieve Tenant from Tenant's obligations under this Lease. Tenant shall defend, indemnify and hold harmless Landlord, together with Landlord's Representatives from

and against any and all claims, judgments, liens, causes of action, liabilities, damages, costs, losses and expenses (including, but not limited to reasonable attorney's fees and litigation expenses) arising from Tenant's breach of the foregoing obligations. Tenant upon request of Landlord, from time to time, shall promptly furnish Landlord with true copies of such permits, business licenses and other approvals.

12. Compliance-Laws.

(i) Tenant shall, at Tenant's sole expense, comply with all present and future laws, ordinances, requirements, orders, rules and regulations of the State of Illinois, County of Kane, City of Aurora, Illinois, Federal and all other governmental authorities having or claiming to have jurisdiction, directly or indirectly, over the Premises or any part thereof (including, without limitation governmental rules, regulations, statutes and standards as are or may be promulgated under the Title III of III of the Americans with Disabilities Act of 1990, as amended by Amendments Act of 2008 ("ADA") and other disabled access laws), together with Tenant's use and occupancy and activities upon the Premises whether the same are in force at the commencement of the term of this Lease or later enacted.

(ii) In the event Landlord is compelled, in Landlord's reasonable discretion, to undertake any work, including, without limitation, remodeling and/or alterations to the Premises to comply with the ADA or the request of governmental authorities having or claiming to have jurisdiction, directly or indirectly, over the Premises or any part thereof, Tenant shall within ten (10) days of written request reimburse Landlord for all such costs and expenses incurred. Tenant shall give prompt written notice to Landlord of any notice (oral and/or written) it receives of the violation and/or claimed violation of any law or requirement of any governmental body including, but not limited to, federal, State of State of Illinois, County of Kane and City of Aurora, Illinois or administrative authority with respect to the Premises or Tenant's use or occupation thereof. Tenant shall defend, indemnify and hold harmless Landlord, together with Landlord's Representatives from and against any and all claims, judgments, liens, causes of action, liabilities, damages, costs, losses and expenses (including, but not limited to reasonable attorney's fees) arising from Tenant's breach of the foregoing obligations.

13. Condition of Premises-Landlord and Tenant's Duty.

(i) Tenant shall, at its sole cost and expense, during the term of this Lease, maintain and preserve, in first class condition, the Premises. Except as expressly set forth in Section 13(v) of this Lease, Tenant is solely responsible at Tenant's sole cost and expense for the installation, maintenance, repair, replacement and removal of all Tenant's equipment, fixtures, improvements/betterments, and all systems including, but not limited to, cooler(s), refrigeration equipment, communications (including, but not limited to, all wiring), electrical, HVAC, sanitary, mechanical, and plumbing in and upon and serving the Premises, together with the repair, replacement and maintenance of the Premises. Except as provided for in Section 13(v), and without limiting the foregoing, Tenant at Tenant's sole cost and expense is solely responsible for all maintenance, repairs, replacement and or improvements (required by law or otherwise contemplated or un contemplated at time of execution of this Lease) to the Premises during the term of this Lease.

(ii) Tenant shall, at its sole cost and expense, during the term of this Lease, install and maintain an adequate ventilation system so that any noxious and/or offensive odors and emissions that may result from Tenant's operations do not disturb or interfere Tenant's neighbors;

(iii) Tenant shall, at its sole cost and expense, during the Term of this Lease promptly remove all ice and snow in and about the Premises, together with the sidewalks, parking lot and loading docks serving the Premises and other stores by the Premises including, but not limited to, 734 and 736 Foran Lane, Aurora, Illinois;

(iv) Tenant shall, at its sole cost and expense, during the term of this Lease enter into a contract with a reputable company engaged in the extermination and control of, without limitation pests, rodents; mice, roaches and flies etc for the Premises; and

(v) Landlord shall only maintain in a reasonably good condition and repair, subject to Landlord's sole discretion and at Landlord's sole expense (absent damage by Tenant, and/or Tenant's agents, employees, contractors, representatives, invitees and/or guests) the foundation, walls, and roof serving the Premises.

14. Utilities and Services.

Tenant at Tenant's sole cost and expense shall be responsible for the payment of all other services and utilities of every kind and nature serving the Premises including, but not limited to, water, electrical, gas, heat and air-conditioning (if provided), communication, scavenger, cleaning and extermination.

15. Signage.

(i) Subject to Landlord's prior written approval, Tenant, at Tenant's sole cost and expense, may install and maintain on the Premises signage (and lighting) subject to strict compliance with all rules codes, ordinances, statutes and laws of the City of Aurora, Illinois, together with all other governmental body or bodies (including federal and State of Illinois). Tenant shall obtain and maintain at its sole cost and expense all such all permits, licenses other approvals pertaining to the installation, presence, maintenance and removal of such signage and lighting and shall furnish a true copy to Landlord from time to time upon request; and

(ii) Tenant shall remove, at Tenant's sole cost and expense, all such signage and lighting, if any, upon expiration of this Lease or, if applicable, within thirty (30) days of following the date of earlier termination of this Lease or of Tenant's loss of possession of the Premises placed on or about the Premises (inside and outside) by Tenant including, but not limited to, prior to the date of this Lease and promptly restore the Premises and repair any damage to the Premises and facade in which the Premises is situated caused by or resulting from such installation or removal at Tenant's sole cost and expense and to Landlord's satisfaction.

16. Non Liability-Landlord

Tenant acknowledges and agrees that Landlord, together with Landlord's Representatives shall not, to the maximum extent permitted by Illinois law, be liable to Tenant and Tenant forever releases and discharges Landlord from any loss, cost, injury, expense, or damage, to or suffered by Tenant including, without limitation, to Tenant's business, Tenant's improvements, betterments, equipment, fixtures and property or to any other person irrespective of the cause of such injury, damage or loss, excepting solely proximately resulting from the gross negligence or willful misconduct of Landlord. Without limiting the foregoing, in no event shall Landlord, together with Landlord's Representatives be liable to Tenant for any indirect, consequential, incidental, punitive or special damages or loss of profits, for any failure or defect in the supply, quantity or character of utilities furnished to the Premises, or by reason of any requirement, act or omission of any public utility or others serving the Premises. Tenant shall not hold Landlord liable for any patent and/or latent defect in the Premises, nor shall Landlord be liable for bodily injury and/or damage and/or loss of property caused by acts and/or omission of Landlord, together with Landlord's Representatives and/or any and all conditions whatsoever pertaining to the Premises irrespective of the cause or causes including, but not limited to, caused fire, or theft or casualty resulting from falling plaster, from steam, gas, electricity, water (natural and unnatural), rain, snow, ice, or dampness or leaking from the pipes, systems or appliances, excepting solely proximately resulting from the gross negligence or willful misconduct of Landlord. Tenant agrees that under no circumstances shall Landlord be liable to Tenant or any third party for any loss of, destruction of and/or damage to Tenant's Property.

17. Notice of Default and Landlord's Right to Cure.

In the event that Landlord is claimed to be in breach and/or breaches or otherwise fails to timely perform any of its obligations under this Lease, Tenant shall promptly give written notice of such alleged breach or breach or default to Landlord. Subject to the terms of this Lease, Landlord shall remedy or cure or proceed to cure such breach or default (if not reasonably disputed by Landlord) within thirty (30) days following the receipt of such notice; provided, however, that such thirty (30) day period shall automatically be extended in the event that the breach or default cannot by its nature be cured within thirty (30) days and Landlord is proceeding to cure said breach or default.

18. Landlord's Cure Rights Upon Default of Tenant.

If Tenant defaults in the performance of any of its obligations under this Lease and the applicable notice and/or cure period, if any, has lapsed as expressly set forth in this Lease, Landlord, without thereby waiving such default, may (but shall not be obligated to) in its sole discretion to cure such default. If Landlord at any time elects to or is compelled to cure any such default and incurs any cost or expense in connection therewith (including, without limitation, reasonable attorneys' fees and disbursements in instituting, prosecuting or defending such suits, actions or proceedings to enforce Landlord's rights under this Lease or otherwise) Tenant shall within ten (10) days of written notice from Landlord reimburse Landlord for all such sum or sums so paid or incurred by Landlord with interest at the rate of five percent (5%) per annum or such lesser maximum rate as allowed by law from the date Landlord incurs any sum until Landlord has been fully reimbursed by Tenant.

19. Landlord's Remedies.

(i) In the event of default by Tenant under this Lease, Landlord, at Landlord's option, and after notice and cure period, if any, as provided in this Lease has expired, without further notice or demand to Tenant, may, in addition to any and all other rights and remedies provided in this Lease, or otherwise available to Landlord at law and/or equity proceed as follows:

(a) Terminate Tenant's possession of the Premises without terminating this Lease or terminate the Lease all without prejudice to all other rights and remedies available to Landlord. No act by Landlord other than Landlord giving such written notice of termination to Tenant shall terminate this Lease. Acts of, and without limitation, maintenance, efforts to relet the Premises or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of this Lease. In the event of such termination, all of Tenant's rights and interest under this Lease shall end (but not Tenant's obligations which shall survive such termination), and Tenant shall quit and surrender the Premises to Landlord and Landlord may enter the Premises and remove all persons and property therefrom without being deemed guilty of trespass or becoming liable for any loss or damage that may be occasioned thereby and may have, hold, and enjoy the Premises. Tenant's liability under all of the provisions of this Lease (including, but limited to, the obligation to pay rent) shall continue notwithstanding any termination of this Lease, loss of possession or surrender, and notwithstanding Landlord's pursuit of any other remedy or remedies under this Lease and/or otherwise available at law or equity;

(b) If this Lease is terminated pursuant to this Section 19, Tenant shall pay to Landlord upon Landlord's election ("Landlord's Election to Accelerate Payment of Rent"), which Landlord may elect in Landlord's sole discretion, in addition to all rent and any all other charges and expenses due and payable by Tenant on the date of such termination the present value of an amount equivalent of the rent (and other charges and expenses, if any) that would have been payable by Tenant from the date of such election to the date this Lease would have expired had it not been so terminated and said damages shall become due and payable to Landlord immediately upon Landlord's notice to Tenant of such election. Landlord shall, in Landlord's sole discretion, compute the present value of such damages;

(c) Without waiver of the foregoing provided for in Section 19(b), Landlord may elect, subject to Landlord's sole discretion, to allow Tenant to pay the rent and such other current charges and expenses to Landlord monthly on the day on which such rent and other charges and expenses that would have been payable under this Lease, if any, if this Lease were still in effect and Landlord shall be entitled to recover each month from Tenant such sums as the same shall accrue. Any suit brought to recover such rent and other charges and expenses for any month shall not prejudice or impair in any manner the right of Landlord to institute additional proceedings to recover the rent and other charges and expenses for any subsequent month and months by similar proceedings;

(d) Without wavier of the foregoing, in the event of termination of this Lease or a reentry into the Premises pursuant to this Section 19, Landlord may elect, but is not obligated to absent law requiring otherwise, to relet the whole or any part of the Premises for a period equal to, greater, or

20. Additional Rights of Landlord.

(i) Any and all reasonable costs, expenses and disbursements, of any kind or nature, incurred by Landlord in connection with the enforcement of any and all of the terms and provisions of this Lease, including reasonable attorneys' fees (through all appellate proceedings), litigation expenses and/or payable by Tenant shall be deemed and due and payable as rent. All sums advanced by Landlord on account of Tenant pursuant to any and all provisions of this Lease (except as otherwise specifically set forth) shall be deemed and due and payable as rent.

(ii) Suit or suits for the recovery by Landlord of such damages, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the expiration date of this Lease, nor limit or preclude recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder by Tenant.

21. Other Landlord Rights.

Without limiting all other rights of Landlord set forth in this Lease and/or otherwise available to Landlord at law and/or at equity, Landlord shall have the following rights exercisable, without notice and without liability to Tenant, for damage or injury to persons, property, fixtures or business and without being deemed an eviction or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for setoff or abatement of rent: (i) to encumber and/or hypothecate the Premises; (ii) assign the rents and other obligations arising under this Lease in connection with financing and/or otherwise; (iii) sell or assign and pass through all of Landlord's obligations hereunder arising after the date of such transfer to the new owner; (iv) to have keys, pass keys, access cards, or all to the Premises; and (v) to decorate, remodel, repair, alter or otherwise prepare the Premises for re-occupancy at any time after Tenant vacates or abandons the Premises for more than thirty (30) consecutive days.

22. Liens.

(i) Tenant shall not allow and/or cause any mechanic's or materialman's lien(s) (collectively "Lien") to be filed or recorded against the Premises and/or any part thereof. Tenant represents and warrants that to date that there is no reason for any third party to record against the a Lien, Tenant has not received notice (written and/or oral) of the existence of any Lien relating to Tenant's activities upon the Premises and that no Lien has been received by Tenant and/or recorded against the Premises by reason of Tenant's activities. In the event any such Lien is filed or recorded against the Premises and Tenant fails to have any such Lien within thirty (30) days following receipt of notice fr thereafter released by the filing and recording of a release of such Lien or such other instrument satisfactory to Landlord such shall constitute a default under this Lease and Landlord may (but is not obligated to) take such action as Landlord may deem necessary, in its sole discretion, to remove such Lien and Tenant shall be responsible for all costs and expenses including, but not limited to, payment(s) made to third parties to allow the removal of such Lien, including reasonable attorney's fees, court costs and/or litigation expenses incurred by Landlord in removing or attempting to remove such Lien or defending against such Lien, plus interest at the rate of five

percent (5%) from the date of payment of such sums, costs and expenses by Landlord to the date of reimbursement by Tenant all of which shall constitute rent;

23. Tenant's Restoration of the Premises.

Landlord may examine the Premises within ninety (90) days prior to the expiration of the term of the term of this Lease or promptly following earlier termination according to its terms for the purpose of determining the condition of the Premises. Tenant shall, at its sole cost and expense, at the request of Landlord, which request shall be subject to Landlord's sole discretion, restore and repair the Premises or so much of the Premises, as determined by Landlord, in its sole discretion, to its condition as it existed on the date that Tenant first used and occupied the Premises, excepting ordinary wear and tear but including damage by fire and other casualty that results from any act or omission of Tenant and/or its employees, representatives, agents, licensees, contractors and/or invitees upon the expiration of this Lease or in the event of earlier termination of this Lease or of termination of Tenant's possession within thirty (30) days thereafter. In the event Tenant fails to repair and restore the Premises as set forth above, Tenant shall be liable for all repairs and restoration costs and expenses incurred by Landlord, together with any lost rent that would have been received by Landlord during the period of time undertaken to repair and restore the Premises all of which shall be additional rent. In the event Landlord does not request the restoration of the Premises, in whole or in part, such improvements and/or alterations to the Premises made by Tenant shall be and automatically become the sole property of Landlord without credit, compensation and/or payment to Tenant.

24. Landlord's Property.

Any and all fixtures, machinery, equipment, improvements including, without limitation, electrical system, sanitary system, HVAC (if any), plumbing, and communications systems (including, but not limited to all wiring), light fixtures, shelving, bathroom fixtures and kitchen fixtures situated on the Premises on date that Tenant first used and occupied the Premises, shall remain the sole property of Landlord shall not be removed by Tenant.

25. Tenant's Property.

(i) Subject to Tenant not in default under the terms of this Lease, all Tenant's movable business and movable trade fixtures, machinery, and equipment and Tenant's other articles of personal property which were installed in the Premises by Tenant (except as otherwise expressly provided for in this Lease) without expense to Landlord (collectively, "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time prior to the expiration date of this Lease or in the event of earlier termination of this Lease or of termination of Tenant's possession of the Premises within thirty (30) days thereafter, subject to the condition that Tenant shall restore and repair, at Tenant's sole expense, any damage to the Premises resulting from any installation and/or removal of Tenant's Property or failing such shall pay or reimburse Landlord the costs and expenses of such repairs and restoration all of which shall be additional rent;

(ii) Any of Tenant's Property that shall remain in the Premises after the expiration date of this Lease or in the event of earlier termination of this Lease or of Tenant's possession within thirty (30) days thereafter, may, at the option of Landlord, be deemed, without further action by Landlord and/or notice to Tenant, to have been abandoned by Tenant, and in such case, Tenant's Property remaining may be retained by Landlord as Landlord's sole property or be disposed of by Landlord, in Landlord's sole discretion and without accounting, credit and/or payment to Tenant.

26. Landlord's Rights of Access.

Landlord, together with Landlord's Representatives shall have the right to enter and/or pass through the Premises at any and all time or times without prior notice to Tenant as determined by Landlord in its sole discretion so long as the same does not unreasonably interfere with Tenant's operation to including, without limitation: (i) to examine and inspect the Premises and to show to actual or prospective purchasers or mortgagees of the Premises, together with all consultants, appraisers, and advisors relating thereto; (ii) if Tenant is not in default, commencing one hundred and eighty (180) days prior to the date of expiration of this Lease to exhibit the Premises to prospective tenants; (iii) if Tenant is in default, to exhibit the Premises to prospective tenants at any time; and (iv) to make such repairs, alterations, additions and improvements in or to the Premises, together with its systems, and facilities as Landlord may desire to make although Landlord has no obligation to do so, except as expressly set forth in this Lease. Landlord shall be allowed to take all equipment and materials into and upon the Premises that may be required in connection therewith, without any liability to Tenant and without any reduction or modification of Tenant's covenants and obligations under this Lease.

27. Tenant's Indemnification.

Tenant shall, to the extent not in violation of Illinois law, indemnify, defend, and hold harmless Landlord, together with Landlord's Representatives from and against any and all claims, judgments, liens, causes of action, liabilities, penalties, damages, costs, losses and expenses (including, but not limited to, reasonable attorneys fees, engineering and consulting fees, together with litigation expenses) arising from or in connection with (i) Tenant's use and occupancy of the Premises; (ii) any work done by or at the request of Tenant, or any condition created by Tenant or any of its agents, employees, invitees, licensees or contractors in or about the Premises during the term of this Lease including; (iii) any and all Liens, and other liens and encumbrances arising from Tenant's use and occupancy of the Premises; and any work done by, on behalf of or at the request of Tenant; (iv) any act or omission of Tenant, or its directors, officers, shareholders, employees, agents invitees, licensees, contractors or subcontractors; (v) any and all occurrences resulting in bodily injury, death or property damage or loss whatsoever (unless proximately caused by gross the negligence or willful conduct of Landlord) occurring in, at or upon the Premises; (vi) any breach or default by Tenant in the full and prompt performance of Tenant's obligations under this Lease; (vii) any breach by Tenant of any of its warranties and representations under this Lease; and (viii) any actions necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding or other proceeding under the Bankruptcy Code. Without limiting the foregoing, in the event any claim, demand, any action or proceeding is brought against Landlord, its directors, officers, shareholders, employees and/or agents Tenant, upon written request from Landlord, shall resist and defend such claim, demand action or proceeding by counsel selected by Landlord at Tenant's sole expense without contribution from Landlord

less than the remainder of the then term of this Lease, at such rent and upon such terms and conditions as Landlord shall deem reasonable, in Landlord's sole discretion, including, without limitation, concessions of free rent and building out the Premises. In no event shall the making of any alterations to and/or remodeling of the Premises operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord's failure to relet the Premises or in the event of such reletting, Landlord's failure to collect the rent thereunder, shall not release or affect Tenant's liability for damages hereunder, and Landlord in any event shall not be liable in any way whatsoever for said failures. Except as otherwise prohibited by Illinois law, any sums received by Landlord on a reletting shall belong to Landlord without any credit and/or accounting to Tenant; and

(e) Absent Landlord electing Landlord's Election to Accelerate Payment of Rent as provided for in Section 19(i)(b) in which event Landlord has no duty to mitigate Landlord's damages, Landlord shall exercise reasonable commercial efforts to relet the Premises. Tenant acknowledges and agrees that Landlord's duty to exercise reasonable commercial efforts to re-let the Premises is fully and for all purposes satisfied by the posting of a For Rent Sign on the Premises.

(ii) Tenant shall indemnify and hold Landlord and Landlord's Successors harmless from and against all of Landlord's expenses incurred or paid in connection with repossessing the Premises, terminating the Lease or reletting the Premises in the event of Tenant's default hereunder, including, without limitation, the costs of recovering possession of the Premises; the costs of removing and storing the property of Tenant as may be required by law, the costs of repairing, altering, remodeling, cleaning, or otherwise putting the Premises into condition acceptable to a new tenant or tenants; brokerage and management fees; operating and security expenses of the Premises; and reasonable attorneys' fees, litigation expenses, court costs and disbursements of every kind and nature whatsoever;

(iii) In the event of any default or any threatened default by Tenant of the terms, covenants or conditions contained in this Lease, Landlord shall be entitled to enjoin such default or threatened default and shall have the right to invoke any and all rights and remedies allowed at law or in equity or by statute or otherwise even if not specifically set forth in this Lease; and

(iv) The rights and remedies of Landlord set forth herein shall be in addition to any and all other rights and remedies now or hereafter provided at law or in equity. All rights and remedies shall be cumulative and not exclusive of each other right and remedy. Landlord may exercise Landlord's rights and remedies at any time, in any order, to any extent, and as often as Landlord deems advisable without regard to whether the exercise of one right or remedy precedes, concurs with, or succeeds the exercise of any other. A single or partial exercise of a right or remedy shall not preclude a further exercise thereof or the exercise of another right or remedy from time to time. No delay or omission by Landlord in exercising a right or remedy shall impair the same or constitute a waiver of, or acquiescence to, any default by Tenant. No waiver of any default by Tenant shall extend to or affect any other default or impair any right or remedy with respect thereto. No action or inaction by Landlord shall constitute a waiver of any default by Tenant. No waiver of any default by Tenant shall be effective, unless it is in writing and signed by both Landlord and Tenant.

and shall keep Landlord fully informed of the status of such proceedings in writing from time to time as requested by Landlord

28. Force Majeure.

To the fullest extent permitted by law, Landlord shall not have any liability whatsoever to Tenant with respect to any act, omission, event or circumstance arising out of (i) any failure to fulfill, or delay in fulfilling any of Landlord's obligations under this Lease by reason of labor dispute, governmental preemption of property in connection with a public emergency or shortages of fuel, supplies, or labor, or any other cause, whether similar or dissimilar, beyond Landlord's reasonable control (collectively, "*Force Majeure Event*"). However, one or more *Force Majeure Event* shall not relieve, excuse or delay Tenant's obligation to pay rent or any other amounts due under this Lease.

29. Tenant's Notification.

Tenant shall give prompt written notice to Landlord of (i) any occurrence in or about or outside the Premises for which Tenant believes that Landlord and/or Tenant might be liable, (ii) any fire or other casualty in and/or about the Premises; (iii) any damage to or defect in the Premises for the repair of which Landlord might desire to make, and (iv) any damage to or defect in any part or appurtenance of the Premise and/o sanitary, electrical or other systems located in or passing through and/or serving the Premises or any part thereof. Notwithstanding the foregoing notice, Landlord has no obligation to undertake any repair, except as expressly set forth in this Lease.

30. Partial Destruction of the Premises.

(i) If the Premises are partially damaged by fire or other casualty which fire or other casualty is not the result of any act or omission of Tenant and/or its directors, officers, shareholders, employees, agents, invitees, licensees, contractors or subcontractors thereby rendering the Premises partially untenable, Landlord may in its sole discretion, within sixty (60) days of such fire or other casualty terminate this Lease by written notice to Tenant, in which case the Lease shall be null and void, except for such obligations which have accrued prior to the date of such fire or other casualty and/or otherwise expressly survive such termination as set forth in this Lease and/or survive such termination in order to give effect to the Parties intentions;

(ii) In the event Landlord or Tenant do not elect to terminate this Lease as provided for in Section 30(i), the rent and other charges and expenses shall partially abate for the period during which the Premises is partially untenable beginning as of the day after the date of such fire or other casualty and ending when full use of the Premises is restored at which time the rent shall no longer abate in part. The portion of the rent and other charges and expenses as provided for in this Lease that shall abate shall be based upon the portion of the Premises that is untenable. The Premises shall be deemed partially damaged if (i) the repair or restoration of the Premises requires less than thirty (30) days or (ii) such repair or restoration requires the expenditure of less than twenty percent (20%) of the full insurable value of the Premises immediately prior to the fire or casualty ("*Partially Damaged*"). Landlord has no responsibility

whatsoever to repair, restore or replace Tenant's equipment, fixtures, improvements and/or Tenant's Property; and

(iii) In the event the Premises are Partially Damaged by fire or other casualty thereby causing the Premises to be partially untenable, and such fire or other casualty results from any act or omission of Tenant and/or its directors, officers, shareholders, employees, agents, invitees, licensees, contractors or subcontractors Landlord, may in its sole discretion, within sixty (60) days of such fire or other casualty terminate this Lease by written notice to Tenant in which case the Lease shall be null and void, except for such obligations which have accrued prior to the date of such fire or other casualty and/or otherwise expressly survive such termination as set forth in this Lease and/or survive such termination in order to give effect to the Parties intentions. In the event Landlord does not elect to terminate this Lease as provided, the rent shall not abate at all and Tenant's obligation to pay rent and other charges and expenses as provided for in this Lease shall continue without interruption. Landlord has no responsibility whatsoever to repair, restore or replace Tenant's equipment, fixtures, improvements and/or Tenant's Property.

31. Total Destruction.

(i) In the event the Premises is totally destroyed by fire or other casualty which is not the result of any act or omission of Tenant and/or its directors, officers, shareholders, employees, agents, invitees, licensees, contractors or subcontractors and (i) the repair or restoration of the Premises requires more than thirty (30) days or (ii) such repair or restoration requires the expenditure of more than twenty percent (20%) of the full insurable value of the full insurable value of the Premises immediately prior to the fire or casualty Landlord, may, in its sole discretion, within sixty (60) days of such fire or other casualty, terminate this Lease by written notice to Tenant in which case the Lease shall be null and void, except for such obligations which have accrued prior to the date of such fire or other casualty and/or otherwise expressly survive such termination as set forth in this Lease and/or survive such termination in order to give effect to the Parties intentions. In the event Landlord does not elect to terminate this Lease as provided and the Premises is totally destroyed the rent shall abate from the date of such fire or other casualty until the Premises is restored at which time the rent shall no longer abate. Landlord has no responsibility whatsoever to repair, restore or replace Tenant's equipment, fixtures, improvements and/or Tenant's Property; and

(ii) In the event Premises is totally destroyed by fire or other casualty by reason of any act or omission of Tenant and/or its directors, officers, shareholders, employees, agents, invitees, licensees, contractors or subcontractors and (i) the repair or restoration of the Premises requires more than thirty (30) days or (ii) such repair or restoration requires the expenditure of more than twenty percent (20%) of the full insurable value of the full insurable value of the Premises immediately prior to the date of such fire or casualty Landlord, may in its sole discretion, within sixty (60) days of such fire or other casualty terminate this Lease by written notice to Tenant in which case the Lease shall be null and void, except for such obligations which have accrued prior to the date of such fire or other casualty and/or otherwise expressly survive such termination as set forth in this Lease and/or survive such termination in order to give effect to the Parties intentions. In the event Landlord does not elect to terminate this Lease as provided, the rent shall not abate at all and Tenant's obligation to pay rent and other charges and expenses as provided for in

this Lease shall continue without interruption. Landlord has no responsibility whatsoever to repair, restore or replace Tenant's equipment, fixtures, improvements and/or Tenant's Property.

32. Tenant Has No Right To Terminate Lease In The Event Of Fire Or Other Casualty And Landlord Carries No Insurance Coverage for Tenant.

In the event the Premises are damaged by fire or other casualty rendering the Premises, partially or wholly untenantable, Tenant shall have no right to terminate this Lease. Tenant understands that in the event of fire or other casualty Landlord will not carry any insurance of any kind on Tenant's Property including, without limitation, improvements, betterments, furniture, fixtures and equipment nor does Landlord have any obligation whatsoever to repair and/or replace Tenant's Property including, without limitation, improvements, betterments furniture, fixtures and equipment and Tenant forever waives making any claim against Landlord and/or under any policy or policies of insurance paid for by Landlord. Without waive of such other and additional terms in this Lease, Tenant does hereby release and discharge Landlord, together with Landlord's Representatives of and from any liability whatsoever for any damage and or destruction of Tenant's Property including, without limitation, improvements, furniture, fixtures and equipment arising from fire or other casualty, except arising from Landlord's willful conduct or gross negligence.

33. Landlord's Processing of Insurance.

Notwithstanding any provision of this Lease to the contrary, if by reason of any neglect, negligent or willful act or omission on the part of Tenant, together with its directors, officers, shareholders, employees and/or agents, and/or any of its subtenants (if permitted by Landlord) in connection with the processing of an insurance claim, and Landlord, Landlord's mortgagee or other appropriate party shall be unable to collect all of the insurance proceeds applicable to damage or destruction of the Premises by fire or other casualty (the "Insurance Proceeds"), then, without prejudice to any other remedies that may be available against Tenant, there shall be no abatement or reduction of the rent (if provided for under this Lease) notwithstanding lack of usability. Further, and to the extent that, as a result of or due to or because of any neglect, negligent or willful act or omission by Tenant, together with Tenant's directors, officers, shareholders, employees and/or agents, and/or any of its subtenants (if permitted by Landlord) and Landlord, Landlord's mortgagee or any other appropriate party is unable to collect all of the Insurance Proceeds, then Tenant shall be liable to Landlord, Landlord's mortgagee or other appropriate party for the payment of an amount equal to that portion of the Insurance Proceeds that Landlord, Landlord's mortgagee or any other appropriate party is unable to collect by reason of any such neglect, negligent or willful act or omission on the part of Tenant, together with its directors, officers, shareholders, employees and/or agents and/or any of its subtenants (if permitted by Landlord).

34. Eminent Domain-Total and Partial Condemnation.

(i) In the event entire Premises is taken by condemnation or in any other manner for any private, public or quasi-public use or purpose, this Lease shall terminate as of the date of vesting of title on such taking; excepting such obligations which have accrued prior to the date of such termination and/or

otherwise expressly survive such termination as set forth in this Lease and/or survive such termination in order to give effect to the Parties intentions shall survive such termination; and

(ii) In the event a "substantial part" of the Premises is taken by condemnation or in any other manner for any private, public or quasi-public use or purpose, Tenant may terminate this Lease upon written notice to Landlord no later than thirty (30) days following the date of vesting of title on such taking. For purposes hereof "substantial part" shall mean any taking of more than twenty-five percent (25%) of the Premises. In the event Tenant does not exercise its election to terminate this Lease in the manner and time provided (absent which such election is forever waived) or the taking is less than a "substantial part" of the Premises, the rent and other charges and expenses as provided for in this Lease that shall abate based upon the portion of the Premises that is taken as determined by Landlord in its sole discretion. In the event Tenant elects to terminate this Lease as provided, such obligations which have accrued prior to the date of such termination and/or otherwise expressly survive such termination as set forth in this Lease and/or survive such termination in order to give effect to the Parties intentions shall survive such termination.

35. Award.

Landlord shall be entitled to receive the entire condemnation award or payment in connection with any such taking; provided, however, Tenant shall have the right to separately pursue, against the condemning authority, an award in respect of the loss, if any, to leasehold improvements or other interest of Tenant in the Premises paid for by Tenant, without any credit or allowance from Landlord provided however that no separate award to Tenant or any action taken by Tenant will diminish or interfere with Landlord's pursuit of its own award, together with the amount of such award to Landlord.

36. Surrender and Holdover.

If Tenant remains in possession after the expiration date of this Lease or after any earlier termination date of this Lease without the written consent of Landlord or of Tenant's right to possession of the Premises: (i) Landlord may elect to hold Tenant on a year-to-year basis; or (ii) Tenant shall pay two hundred percent (200%) of the rent value apportioned on a daily basis for the time Tenant remains in possession and also shall pay all damages sustained by Landlord, by reason of remaining in possession after the expiration or earlier termination of this Lease and (iii) there shall be no renewal or extension of this Lease by operation of law. The provisions of this Section shall not constitute a waiver by Landlord of any re-entry rights of Landlord provided hereunder or by law.

37. Default Provisions.

Each of the following shall constitute a default by Tenant under this Lease: (i) if Tenant fails to pay rent or any other payment, expenses or charges when due hereunder and such failure continues for more than five (5) days after the date on which Landlord delivers to Tenant notice of such default; (ii) the failure of Tenant to fulfill, whether by action or inaction, any of the other obligations, other than the obligation to pay rent, expenses or charges when imposed on Tenant under this Lease for a period of ten (10) days after Landlord's delivery to Tenant of written notice of such default; (iii) to the extent not in violation of law, it shall be a default by Tenant under this Lease if Tenant makes an assignment for the benefit of creditors, or files

a voluntary petition under any state or federal bankruptcy or insolvency law, or an involuntary petition alleging an act of bankruptcy or insolvency is filed against Tenant under any state or federal bankruptcy or insolvency law, or whenever a petition is filed by or against Tenant under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever a petition shall be filed by Tenant under the arrangement provisions of the United States Bankruptcy Code or similar law, or whenever a receiver shall be appointed, or Tenant admits it is insolvent or is not able to pay its debts as the same mature; (iv) if Landlord shall give to Tenant during the Term of this Lease two (2) default notices, notwithstanding that Tenant has cured such default; (v) if Tenant shall abandon or fail to occupy the Premises for a period of ten (10) consecutive days; and/or (vi) if Tenant removes or a third Party removes all or substantially all of its furniture, fixtures, equipment and merchandise from the Premises.

38. Broker.

Landlord and Tenant covenant, warrant and represent to each other that no real estate broker, person and/or entity was involved in procuring Tenant as a tenant for the Premises, renting of the Premises to Tenant or the negotiation of this Lease or is owed or claims to be owed a brokerage commission or finder's fee or other remuneration with respect to this Lease. Landlord and Tenant shall indemnify and hold each other harmless from and against any brokerage commissions or finder's fees or other claims for remuneration, together with reasonable attorneys' fees, litigation expenses and costs arising from the breach of the foregoing indemnity.

39. Estoppel Certificates.

Tenant shall from time to time and within ten (10) days after written request of Landlord or its agent, execute and deliver to (and to any existing or prospective mortgage lender, or purchaser designated by Landlord), a certificate or statement: (i) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (ii) certifying the dates to which the rent has been paid; (iii) stating whether Landlord or Tenant, as the case may be, is in default in performance of any of its obligations under this Lease, and, if so, specifying each such default; and (iv) stating whether any event has occurred which, with the giving of notice or passage of time, or both, would constitute such a default. Any such statement delivered pursuant hereto shall be deemed a representation and warranty to be relied upon by the party requesting the certificate and by others with whom the requesting party may be dealing, regardless of independent investigation. Tenant also shall include in any such certificates or statements such other information pertaining to this Lease and the Premises as Landlord may reasonably request.

40. Hazardous Substances.

(i) For purposes of this Section 40 "Hazardous Substance" shall be construed in its broadest sense possible and shall mean and include, without limitation, any substance or matter regulated or listed under the Resources Conservation Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 52 U.S.C. Section 9601 et seq., or any other applicable federal, state or local law relating to the protection of human health or conservation of the environment (the foregoing laws being referred to herein as "Environmental Laws"). For

purposes of this Section 40, "Landlord's Environmental Liability" means: any and all losses, liabilities, obligations, penalties, claims, fines, lost profits, demands, litigation, defenses, costs, judgments, suits, proceedings, damages (including consequential, punitive and exemplary damages), disbursements or expenses of any kind or nature whatsoever (including attorneys' fees at trial and appellate levels and experts' fees and disbursements and expenses incurred in investigating, defending against, settling or prosecuting any suit, litigation, claim or proceeding) which may at any time be either directly or indirectly imposed upon, incurred by or asserted or awarded against Landlord, together with its directors, officers, shareholders, employees and/or agents in connection with or arising from: (i) any Hazardous Substance used, exposed, emitted, released, discharged, generated, manufactured, sold, transported, handled, stored, treated, reused, presented, disposed of or recycled on, in or under all or any portion of the Premises or any surrounding areas; (ii) any misrepresentation, inaccuracy or breach of any warranty, covenant or agreement contained or referred to in this Section 40; (iii) any violation, liability or claim of violation or liability under any Environmental Laws; or (iv) the imposition of any lien, assessment and/or charge for damages caused by, or the recovery of any costs incurred for the cleanup of, any release or threatened release of Hazardous Substance.

(ii) Tenant nor any of its employees, agents, representatives, contractors, invitees, and licensees shall conduct or authorize the generation, transportation, storage, use, treatment or disposal on or in or about the Premises of any Hazardous Substance.

(iii) If the presence, release, threat of release, placement on or in the Premises or about, or any portion thereof, or the generation, transportation, storage, use, treatment, or disposal at the Premises or any portion thereof of any Hazardous Substance by Tenant and/or Tenant's employees, agents, representatives, contractors, invitees, and/or licensee: (i) gives rise to any form of liability (including, but not limited to, a response action, remedial action, or removal action) under RCRA, CERCLA, applicable federal, state or local law, or (ii) causes an adverse public health effect, or (iii) pollutes, or threatens to pollute the environment, Tenant, at its sole cost and expense, shall promptly take any and all remedial and removal action necessary to clean up and/or remediate the Premises or any portion thereof and/or about the Premises to the satisfaction of Landlord, in its sole discretion, and mitigate exposure to liability arising from the Hazardous Substance, regardless whether required by law.

(iv) Tenant to the fullest extent as permitted under Illinois and Federal law shall and does hereby protect, indemnify, defend (at trial and appellate levels and with counsel, experts and consultants acceptable to Landlord and at Tenant's sole cost) and hold Landlord, together with its employees, agents, shareholders, officers, directors and Landlord's mortgagee harmless from and against any Landlord's Environment Liability or other loss, cost or expense incurred by Landlord and resulting, wholly or in part, from Tenant's, together with its directors, shareholders, officers, its employees, agents, representatives, contractors, representatives and/or invitees breach of the obligations under Section 40 (collectively, "Tenant's Indemnification Obligations"). Tenant's Indemnification Obligations shall survive in perpetuity. Tenant and its successors and assigns hereby waive, release and agree not to make any claim or bring any cost recovery action against Landlord, together with its directors, officers, shareholders, employees and agents under or with respect to any Environmental Laws. Tenant's obligation to Landlord under this indemnity shall likewise be without regard to fault on the part of Tenant or Landlord, together with its

directors, officers, shareholders, employees and agents with respect to the violation or condition which may or results in liability to Landlord.

41. Successor Landlord.

If any Mortgagee shall succeed to the rights of Landlord hereunder, then, at the request of such Party (hereinafter referred to as "Successor Landlord"), Tenant shall attorn to and recognize each Successor Landlord as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument or instruments such Successor Landlord may reasonably request to further evidence such attornment. Tenant hereby acknowledges that in the event of such succession, then from and after the date on which the Successor Landlord acquires Landlord's rights and interest under this Lease (the "Succession Date"), the Successor Landlord shall not (i) be liable for any act, omission or default of Landlord under this Lease if and to the extent that such act, omission or default occurs prior to the Succession Date; (ii) except as required under this Lease, be required to make or complete any Tenant improvements or capital improvements, or to repair, restore, rebuild or replace the Premises or any part thereof in the event of damage, casualty or condemnation; or (iii) be required to pay any amounts to Tenant that are due and payable, under the express terms of this Lease, prior to the Succession Date except as otherwise provided in this Lease. Additionally, from and after the Succession Date, Tenant's obligation to pay rent as provided in this Lease shall not be subject to any abatement, deduction, set-off or counterclaim against the Successor Landlord that arises as a result of, or due to, a default of Landlord or any other lessor that occurs prior to the Succession Date. Moreover, no Successor Landlord shall be bound by any advance payments of rent made prior to the calendar month in which the Succession Date occurs and to the extent Landlord delivers to the Successors Landlord Tenant's security deposit to the extent that same has not been depleted, in whole or in part, prior to the succession date in accordance with the terms of this Lease, Landlord shall and is forever released and remised of any and all obligations to return such security deposit to Tenant and Tenant shall look to solely to Successor Landlord for the return of such security deposit.

42. Assignment and Subletting.

Tenant acknowledges that this Lease and the rent due under this Lease have been agreed to by Landlord in reliance upon Tenant's operation and occupancy of the Premises by Tenant for the particular use set forth above; Therefore, Tenant shall not, whether voluntarily, or by operation of law, or otherwise: (i) assign or otherwise transfer this Lease; (ii) sublet the Premises or any part thereof, or allow the same to be used or occupied by any person and/or entity other than Tenant; or (iii) mortgage, pledge, encumber, or otherwise hypothecate this Lease or the Premises, or any part thereof, in any manner whatsoever, without in each instance obtaining the prior written approval of Landlord, which approval may be withheld in Landlord's sole discretion. Without limiting the foregoing, any purported assignment, mortgage, transfer, pledge, encumbrance, hypothecation, or sublease made by Tenant without the prior written approval of Landlord shall be absolutely null and void and of no legal force or effect. No assignment of this Lease, if acceptable to Landlord, shall be effective and valid unless and until the assignee executes and delivers to Landlord any and all documentation required by Landlord in order to evidence assignee's assumption of all obligations of Tenant hereunder. Any approval by Landlord to a particular assignment and/or sublease shall not constitute approval of or to any subsequent assignment and/or sublease and Landlord's prior written approval shall be required in all such instances, which approval Landlord may withhold in its sole discretion.

Any approval by Landlord to any assignment or sublease shall not be deemed to release Tenant from its obligation hereunder and Tenant shall remain fully liable for performance of all obligations under this Lease as if such assignment and/or sublease did not occur. Tenant acknowledges and agrees that Landlord may in its sole discretion reject any proposed assignment and/or sub-lessee notwithstanding, without limitation, such proposed assignee and/or sub-lessee is creditworthy if, without limitation, the operations proposed to be conducted on the Premises by the assignee and/or sub-lessee are not acceptable to Landlord, subject to Landlord's sole discretion, and such rejection shall not constitute a failure on Landlord's part to any claim that Landlord is obligated to mitigate its damages nor be raised as a defense in any action brought by Landlord against Tenant to recover damages. In the event that Landlord elects to reject any proposed sublease or assignment, the Tenant's sole and exclusive remedy shall be to file a declaratory judgment action (without seeking monetary damages) against Landlord for the purpose of obtaining a declaration of Tenant's rights regarding such proposed sublease and/or assignment as to enable Tenant to avoid a wrongful termination of this Lease. Landlord may, in its sole discretion, assign this Lease and such assignment shall relieve and discharge Landlord from any and all obligation as set forth herein, absent an expressed term to the contrary.

43. Subordination of Lease.

This Lease, and all rights of Tenant hereunder, are subject and subordinate to all present or future mortgages, trust deeds, and/or deeds of trust (all of which are hereafter referred to collectively as "Mortgages"), together with all covenants, easements and restrictions of record affecting the Premises and that hereafter may affect or encumber all or any portion of Landlord's interest in the Premises. This subordination shall apply to each and every advance made, or to be made, under such Mortgages, to all renewals, modifications, replacements and extensions of such Mortgages. This Section shall be self-operative and no further instrument of subordination shall be required; however, in confirmation of such subordination, Tenant shall from time to time execute, acknowledge and deliver such instrument or instruments that Landlord may from time to time request pertaining to and/or in order to evidence or confirm such subordination. If Tenant fails to execute, acknowledge or deliver any such instrument within ten (10) days after request, Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's attorney-in-fact, which appointment is coupled with an interest, to execute and deliver any such instruments for and on behalf of Tenant.

44. Miscellaneous.

44.1. Notices.

Any notice required to be given by either Party pursuant to this Lease (except as otherwise may be provided for in this Lease), shall be in writing and shall be deemed to have been properly given, rendered or made only if personally delivered or sent by Federal Express or other comparable commercial overnight delivery service, charges prepaid or United States Certified Mail, Return Receipt Requested and postage prepaid, addressed to the other Party at the addresses set forth below (or to such other address as Landlord or Tenant may designate to each other from time to time by written notice), and shall be deemed to have been given, rendered or made on the day personally delivered, or on the first business day after having been deposited with Federal Express or other comparable commercial overnight delivery service or

in the event of United States Postal Service Certified Mail, Return Receipt Requested on the third business day following deposit with the United States Postal Service. All notices shall be deemed delivered if returned refused, unclaimed or are undeliverable. A Party, John A. Simonetti and/or Guarantor, Yolanda Zuno, may from time to time change the address where notice is to be sent by sending notice in compliance with the this Section 44.1.

If to Landlord: Vega Properties, Ltd.
3225 South Western Avenue
Chicago, Illinois 60608

Attention: Adolfo Vega

With a copy to: John A. Simonetti
20 South Clark Street, Suite 1650
Chicago, Illinois 60603

If to Tenant: Carrerra, Inc.
29 N. Broadway
Aurora, Illinois 60505

Attention: Yolanda Zuno

Or

Carrerra, Inc.
710 Foran Lane
Aurora, Illinois 60506

Attention: Yolanda Zuno

If to Guarantor: Yolanda Zuno
29 N. Broadway
Aurora, Illinois 60505

44.2. Strict Performance.

The failure of either Party to insist, in any one or more instances, upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the Lease shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt and acceptance by Landlord of rent shall not be deemed a waiver of such breach.

Tenant's obligations relating to the payment of rent as provided for this Lease and (ii) for such other obligations which by the nature or under the circumstances survive the expiration or earlier termination of this Lease in order to give effect to the Parties' intentions.

44.8. Governing Law/Construction.

This Lease shall be governed by and construed in accordance with the laws and of the State of Illinois. In the event any provision of this Lease shall be invalid or unenforceable the same shall be severed from this Lease and the remainder of this Lease shall not be affected but shall be enforced to the extent permitted by law. The captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. The language used in this Lease shall be deemed to be the language chosen mutually by the Parties hereto to express their mutual intent, and no rule of construction shall be applied against any Party hereto. Tenant acknowledges and agrees that Tenant had the opportunity to be represented by an attorney in the negotiation of this Lease and has been fully advised of the meaning, consequences and legal effect of this Lease by its attorney. Each covenant, obligation, or other provision of this Lease to be performed by Tenant, shall be construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

44.9. Accord and Satisfaction.

No endorsement or statement on any check or letter from Tenant shall be deemed an accord and satisfaction or otherwise recognized for any purpose. The acceptance of such check or payment shall be without prejudice to Landlord's right to recover any and all amounts owed by Tenant hereunder and Landlord's right to pursue any available remedy. Landlord is entitled to accept, receive and cash or deposit any payment made by Tenant for any reason or purpose or in any amount whatsoever and apply the same at Landlord's sole discretion to any obligation of Tenant and the same shall not constitute the payment of any amount owed except that to which Landlord has applied the same, in whole or in part and only to the extent applied.

44.10. Waiver.

No waiver of any provision or condition of this Lease by either Party shall be valid unless in writing and signed by such Party. No delay or omission of either Party in exercising any right accruing upon any default of the other Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by either Party of a breach or a default under any of the terms and conditions of this Lease by the other Party shall not be construed to be a waiver of any subsequent breach or default, or of any term of this Lease.

44.3. Intention.

Tenant acknowledges and agrees that the demise of the Premises is completely carefree and without any cost, expense and/ or obligation to Landlord, except as expressly set out in this Lease; that Landlord shall not and is responsible during the term of this Lease for any costs, charges, expenses, and outlays of any kind or nature whatsoever arising from or relating to the Premises, or the use and occupancy thereof, or the contents thereof, or the business carried on therein, except as expressly set out in this Lease; and that Tenant shall pay all charges, expenses, costs, and outlays of every nature and kind relating to the Premises, except as expressly set forth in this Lease.

44.4. Landlord Disavows the Covenant of Good Faith and Fair Dealing Implied by Law

That to the extent not in violation of Illinois law, Tenant acknowledges and agrees that with respect to the exercise of any discretion by Landlord as provided for in this Lease the covenant of good faith and fair dealing that is expressly disavowed and renounced by Landlord.

44.5. Legal Costs.

Any Party in breach or default under this Lease (the "Defaulting Party") shall reimburse the other Party (the "Nondefaulting Party") upon demand for any and all costs and expenses that the Nondefaulting Party incurs in connection with the breach or default, regardless whether suit is commenced or judgment entered. Such costs and expenses shall include legal fees, litigation expenses and court costs. In the event of a lawsuit is filed, the court in such action shall award to the Party in whose favor a judgment is entered, a reasonable sum as attorneys' fees, litigation expenses and costs, which sum shall be paid by the losing Party. Tenant shall pay Landlord's reasonable attorney's fees incurred in connection with Tenant's request for Landlord's approval under provisions of this Lease governing assignment and subletting, or in connection with any other act which Tenant proposes to do and which requires Landlord's consent.

44.6. Parties Bound/Release of Landlord and Assignment.

Except as otherwise expressly provided for in this Lease, this Lease shall be binding upon, and inure to the benefit of the Parties, together with their respective successors and assigns (if such assignment is permitted). Tenant hereby releases Landlord named herein from any obligations of Landlord for any period subsequent to the conveyance and transfer of Landlord's ownership interest in the Premises. In the event of such conveyance and transfer, Landlord's obligations shall thereafter be binding upon each transferee (whether Successor Landlord or otherwise). Tenant shall not assign its rights and obligations under this Lease nor the Lease without the prior written approval of Landlord, which approval may be withheld by Landlord in its sole discretion. Landlord may freely assign its rights and obligations under this Lease.

44.7. Survival of Obligations.

Upon the expiration or earlier termination of this Lease, neither Party, shall have any further obligation or liability to the other, (i) except as otherwise expressly provided in this Lease; (ii) that pertain to

44.11. Time.

Time is of the essence of this Lease. If the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized by the State of Illinois as a holiday, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or recognized as holiday by the State of Illinois.

44.12. Recording.

Tenant shall not record this Lease nor any instrument, memorandum or notice pertaining to this Lease.

44.13. Waiver of Trial by Jury and Certain Rights.

THE LANDLORD AND THE TENANT, TO THE FULLEST EXTENT THAT THEY MAY LAWFULLY DO SO UNDER ILLINOIS LAW, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING, INCLUDING, WITHOUT LIMITATION, ANY COURT ACTION BROUGHT BY ANY PARTY TO THIS LEASE WITH RESPECT TO THIS LEASE, THE PREMISES, OR ANY OTHER MATTER RELATED TO THIS LEASE OR THE PREMISES. TENANT HEREBY WAIVES ANY RIGHT TO PLEAD ANY COUNTERCLAIM, OFFSET OR AFFIRMATIVE DEFENSE IN ANY ACTION OR PROCEEDING BROUGHT BY LANDLORD AGAINST TENANT PURSUANT TO THE ILLINOIS FORCIBLE ENTRY AND DETAINER ACT OR OTHERWISE, FOR THE RECOVERY OF THE POSSESSION OF THE PREMISES BASED UPON THE NON-PAYMENT OF RENT OR ANY OTHER DEFAULT ARISING UNDER THE LEASE. THIS SHALL NOT, HOWEVER, BE CONSTRUED AS A WAIVER OF TENANT'S RIGHT TO ASSERT ANY CLAIM IN A SEPARATE ACTION BROUGHT BY TENANT AGAINST LANDLORD.

44.14. Rent.

The rent provide for in Section 4, together with any and all costs, charges and expenses, together with any other sum due Landlord under this Lease shall be deemed rent.

44.15 Guaranty Yolanda Zuno.

In order to induce Landlord to execute this Lease for Landlord would not execute this Lease otherwise, Yolanda Zuno ("Zuno"), personally, having fully examined, read, fully understood the effect of this Section 44.15, does hereby irrevocably and unconditionally agree that in the event of any default by Tenant hereunder, to fully perform and observe all of the covenants, conditions, and agreements to be performed and observed by Tenant in said Lease, including without limitation, the prompt payment of the rent and all other amounts, charges and expenses provided in said Lease to be paid by Tenant to Landlord. Zuno covenants and agrees to assume and does irrevocably and unconditionally assume any and all of the liabilities and obligations of Tenant arising under this Lease. Zuno hereby waives statutory notice, if any may be required and/or to the extent such waiver is not in violation of law, of the Tenant's default and all proof of demands, and expressly agrees that Zuno's obligations hereunder shall in no way be terminated, affected or impaired by reason of the granting by Landlord of any indulgences to Tenant or by reason of the assertion against Tenant or the lack of assertion against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of this Lease or by relief of the Tenant from any of the Tenant's

obligations under said Lease by operation of law (including, but not limited to, bankruptcy) or otherwise. Zuno hereby waives all suretyship defenses. Zuno covenants and agrees that this Section 44.15 shall remain and continue in full force and effect as to any renewal, modification or extension of the Lease. Zuno agrees that Zuno's liability hereunder shall be primary, and that as to any right of action which shall accrue to the Landlord under the Lease, the Landlord may, at its option, proceed against Zuno without having commenced any action or having obtained any judgment against the Tenant. It is agreed that the failure of the Landlord to insist in any one or more instances upon strict performance or observance of any of the terms, provisions or covenants of the Lease or to exercise any right therein contained shall not be construed or deemed to be a waiver or relinquishment for the future of such term, provision, covenant or right, but the same shall continue and remain in full force and effect. Neither an assignment or other transfer of the Lease or any interest therein by Landlord or by Tenant shall operate to extinguish or diminish the liability of Zuno hereunder. Zuno waives the right to a jury trial with respect to this Lease and Zuno guaranty. Zuno acknowledges and agrees that Zuno has been counseled by an attorney of her choice or had the opportunity to be represented by an attorney of her choice regarding the terms, meaning, consequences and legal effect of this Section 44.15 by his attorney.

44.16. Merger.

(i) All prior negotiations, arrangements, proposals, understandings and agreements between the Landlord and Tenant are merged in this Lease, which alone fully and completely expresses the agreement of the Parties. No agreement shall be effective to modify this Lease, in whole or in part, unless such agreement is in writing and dated subsequent to the date of this Lease, and is signed by the Party against whom enforcement of said change or modification is sought and

(ii) All prior negotiations, arrangements, proposals, understandings and agreements between the Landlord and Zuno relating to Section 44.15 are merged in Section 44.15, which alone fully and completely expresses the agreement of Landlord and Zuno relating to Zuno's guaranty. No agreement shall be effective to modify Section 44.15, in whole or in part, unless such agreement is in writing and dated subsequent to the date of this Lease and is signed by the Landlord and Zuno.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year appearing below.

LANDLORD:

Vega Properties, Ltd.

X By: 

Adolfo Vega

Its: President

X Date: December 3, 2014

TENANT:

Carrera, Inc.

X By: Yolanda Zuno
Yolanda Zuno

Its: President

X Date: December 12-4, 2014

**Yolanda Zuno for the limited purpose of
acknowledging and agreeing to be bound the terms and conditions
and obligations arising under Section 44.15 Guaranty Yolanda Zuno of this Lease**

X Yolanda Zuno
Yolanda Zuno, personally and individually

X Date: December 12-4, 2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kamm Insurance Group, Inc. 7N024 Medinah Road PO Box 129 Medinah IL 60157-0129		CONTACT NAME: Larry McRae PHONE (A/C, No, Ext): (630) 980-5000 E-MAIL ADDRESS: lmcr@aekammgroup.com FAX (A/C, No): (630) 980-9311	
INSURED Carrerra Inc dba Supermercado Carrerra 710 Foran Ln Aurora IL 60506-2709		INSURER(S) AFFORDING COVERAGE INSURER A: General Casualty of Wisconsin INSURER B: Accident Fund General Insurance 12304 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	CFB1227645	12/10/2014	12/10/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A WCV6106625	12/10/2014	12/10/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability		CFB1227645	12/10/2014	12/10/2015	Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Vega Properties Ltd is included in the General Liability as Additional Insured- Landlord only with respect to leased premise listed at: 710 Foran Lane, Aurora, IL 60506

CERTIFICATE HOLDER Vega Properties Ltd 3225 S Western Ave Chicago, IL 60608	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE William Kamm/MCRAE <i>William J. Kamm</i>