

## BUILDING LEASE

**DATE OF LEASE:** \_\_\_\_\_

**TERM OF LEASE:**

Five (5) years, with five (5) year option to renew

**MONTHLY RENT:**

\$4,000.00\* Subject to annual increases

**LOCATION OF PREMISES:** 116 West New York Street, Aurora, Illinois 60506, and identified as Permanent Index Numbers 15-22-164-011 and 15-22-164-015, Kane County, Illinois.

**USE AND PURPOSES:** To operate a commercial and residential glazing contractor business and for no other purpose.

**LESSEE**

**LESSOR**

Name: GH Liquidating, LLC, an  
Illinois Limited Liability company

Name: The City of Aurora, an Illinois municipal corporation,  
Kane, Will, DuPage and Kendall Counties, Illinois  
(the "Lessor")

Address: 116 West New York Street  
Aurora, IL 60506

Address: 44 E. Downer Pl.  
Aurora, IL 60505

Contact: Same as Above

Contact \_\_\_\_\_  
Property Manager

In consideration of the mutual covenants and agreements herein stated, Lessor leases to Lessee and Lessee leases from Lessor solely for the above "Purposes" the premises designated hereby above (the "Premises"), together with the appurtenances thereto, for the above Term.

### LEASE COVENANTS AND AGREEMENTS

1. **RENT:** Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance on the first day of each calendar month, until termination of this Lease, at Lessor's address stated above or such other address as Lessor may designate in writing. Lessee shall also pay those additional expenses as specified in Exhibit "A" Rider to Lease attached hereto.
2. **TERM:** Lessor hereby leases to Lessee the Premises for a term of five (5) years, with an option to renew under the same terms, with the exception of rent increases, for another term of five (5) years, provided, however, that Lessor reserves the right to, upon six (6) months prior written notice, require that Lessee vacate the property prior to the end of the term.
3. **CONDITION AND UPKEEP OF PREMISES:** Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or his agent, prior to or at the execution of this Lease that are not herein expressed. Lessee will keep the Premises including all appurtenances, in good repair, replacing all broken glass with glass of

the same size and quality as that broken, and will replace all damaged plumbing fixtures with others of equal quality, and will keep the Premises, including adjoining alleys, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this Lease at Lessee's expense, and will without injury to the roof, remove all snow and ice from the same when necessary, and will remove the snow and ice from the sidewalk abutting the Premises and upon the termination of this Lease, and any way, will yield up the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will deliver the keys therefor at the place of payment of said rent.

4. **LESSEE NOT TO MISUSE; SUBLET; ASSIGNMENT:** Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than the hereinbefore specified, and will not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, and will not allow the Premises to be occupied in whole, or in part, by any other person, and will not sublet the same, or any part thereof, nor assign this Lease without in each case the written consent of the Lessor first hand, and Lessee will not permit any transfer by operation of law of the interest in the Premises acquired through this Lease, and will not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the tenants or the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten (10) consecutive days; and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any alteration of or addition to any of the Premises, except by written consent of Lessor. All alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid. Lessor hereby consents to Lessee's use of business signs.
5. **MECHANIC'S LIEN:** Lessee will not permit any mechanic's lien or liens to be placed upon the Premises or any building or improvement thereon during the term hereof, and in case of the filing of such lien Lessee will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to Lessee, the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill therefor.
6. **INDEMNITY FOR ACCIDENTS:** Lessee covenants and agrees that it will protect and save and keep Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless Lessor against and from any and all claims and against an from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof.
7. **NON-LIABILITY OF LESSOR:** Except as provided by Illinois statute, Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about the Premises or any building or improvement thereon nor for any damage occasioned by water,

snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

8. **WATER, GAS AND ELECTRIC CHARGES:** Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this Lease is granted, and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as above specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.
9. **KEEP PREMISES IN REPAIR:** Lessor shall not be obliged to incur any expense for repairing any improvements upon said demised premises or connected therewith, and Lessee at its own expense will keep all improvements in good repair (injury by fire, or other causes beyond Lessee's control excepted) as well as in a good tenantable and wholesome condition, and will comply with all local or general regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent authorities in that behalf. Lessee will, as far as possible, keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair. If Lessee does not make repairs as required hereunder promptly and adequately, Lessor may but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor.
10. **ACCESS TO PREMISES:** Lessee will allow Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs, or alterations thereof which Lessor may see fit to make and will allow to have placed upon the Premises at all times notice "For Sale" and "To Rent," and will not interfere with the same.
11. **ABANDONMENT AND RELETTING:** If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit, subject to Illinois statute; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency monthly during the remaining period of this Lease.
12. **HOLDING OVER:** Lessee will, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing to do so, will pay as liquidated damages, for the whole time such possession is withheld, the sum of One Hundred Ninety and 00/100 Dollars (\$190.00) per day; but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.
13. **EXTRA FIRE HAZARD:** There shall not be allowed, kept, or used on the Premises any inflammable or explosive liquids or materials save such as may be necessary for use in business of Lessee, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances now or hereafter in force.

14. **DEFAULT BY LESSEE:** If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by Lessee, Lessor may at any time thereafter at its election declare said term ended and reenter the Premises or any part thereof, with or (to the extent permitted by law) without notice or process of law, and remove Lessee or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all personal property which lessee now owns, or may hereafter acquire or have an interest in, which is by law subject to such distraint, as security for payment of the rent herein reserved.
15. **NO RENT REDUCTION OR SET OFF:** Lessee's covenant to pay rent is and shall be independent of each and every other covenant of this Lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for rent in any action.
16. **RENT AFTER NOTICE OR SUIT:** It is further agreed, by the parties hereto, that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, or judgment.
17. **PAYMENT OF COSTS:** Lessee will pay and discharge all reasonable costs, attorneys' fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of this Lease.
18. **RIGHTS CUMULATIVE:** The rights and remedies of lessor under this Lease are cumulative. The exercise or use of any one or more thereof shall not bar Lessor from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by Lessor waive any other right or remedy.
19. **FIRE AND CASUALTY:** In case the Premises shall be rendered untenable during the term of this Lease by fire or other casualty, Lessor at its option may terminate this Lease or repair the Premises within sixty (60) days thereafter. If Lessor elects to repair, this Lease shall remain in effect provided such repairs are completed within said time. If Lessor shall not have repaired the Premises within said time, then at the end of such time the term hereby created shall terminate. If this Lease is terminated by reason of fire or casualty as herein specified, rent shall be apportioned and paid to the day of such fire or casualty.
20. **SUBORDINATION:** The Lease is subordinate to all mortgages which may now or hereafter affect the Premises.
21. **PLURALS; SUCCESSORS.** The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this Lease; and all the covenants and agreements contained herein shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns any may be exercised by its or their attorney or agent.
22. **SEVERABILITY:** Wherever possible each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of

such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease.

If this instrument is executed by a corporation, such execution has been authorized by a duly adopted resolution of the Board of Directors of such corporation.

This Lease consists of 5 pages number 1 to 5, including a Rider consisting of 7 pages and Exhibit "A" attached hereto and Exhibit "B" (Parking), identified by Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this day and year first above written.

LESSEE:

GH LIQUIDATING, LLC, an Illinois limited liability

By: *Zeng N. Heap*

Date: *9/28/16*

LESSOR:

CITY OF AURORA, an Illinois Municipal Corporation

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

Attest: \_\_\_\_\_  
Its

Date: \_\_\_\_\_

**EXHIBIT "A"**

**RIDER TO BUILDING LEASE**

**DATED** \_\_\_\_\_

**BY AND BETWEEN**

**GH LIQUIDATING, LLC, AN ILLINOIS LIMITED LIABILITY  
COMPANY ("LESSEE"), AND THE CITY OF AURORA, AN  
ILLINOIS MUNICIPAL CORPORATION ("LESSOR")**

Notwithstanding anything to the contrary contained in the above-captioned Building Lease (hereinafter, as hereby amended, referred to as the "Lease"), the parties hereto agree that the following provisions are part of the Building Lease and shall control over the provisions of the Building Lease in the event of any conflict or inconsistency between the provisions of the Building Lease and the following provisions:

- 23. RENT:** The monthly rent payable by Lessee during the first lease year of the initial term of this Lease commencing \_\_\_\_\_, shall be Four Thousand and 00/100 Dollars (\$4,000.00). The monthly rent payable by Lessee shall be increased each lease year by two percent (2%) of the monthly rent in effect during the prior lease year. For the purpose of this Lease, the term "lease year" shall mean the one-year period commencing \_\_\_\_\_ and ending on the date immediately preceding the one-year anniversary thereof. Lessor acknowledges receipt of rent for \_\_\_\_\_.
- 24. UTILITIES, SERVICES AND EXPENSES:** Lessee shall pay for all services and utilities used or consumed on, or relating to, the Premises, including but not limited to, gas, water, sewer, electricity, heat, air conditioning, janitor, snow removal and scavenger, and all fees, taxes and costs relating thereto. This Paragraph shall be liberally construed to include any and all costs and expenses of any nature whatsoever, direct or indirect, relating to the use of the Premises and the operation of Lessee's business thereon. If Lessee fails to pay any of the foregoing charges when due, Lessor may pay such charges on behalf of Lessee, and the amount so paid by lessor shall be Additional rent, payable by Lessee upon demand by Lessor.
- 25. OPTION TO RENEW:** Provided that Lessee shall not be in default hereunder and this Lease shall be in full force and effect and Lessee shall provide the notices required hereunder, Lessee shall have the right to renew this Lease for one (1) period of five (5) years ("Option period") from the date of the expiration of the original term of this Lease subject to the following:

  - A. Lessee shall give Lessor notice in writing within one hundred eighty (180) days prior to the expiration of the original term of this Lease, and if applicable, within one hundred eight (180) days prior to the expiration of the Option Period then in effect;

- B. During the Option Period, Lessor reserves the right to reasonably increase the minimum amounts of liability insurance maintained by Lessee under this Lease;
  - C. The monthly rent payable by Lessee during the Option Period shall be increased each lease year by two percent (2%) of the monthly rent in effect during the prior lease year of such Option Period; and
  - D. All other terms, payments, provisions, liabilities, conditions and obligations of this Lease shall apply and remain in full force and effect during the Option Period.
26. **PARKING:** For employee and customer parking, Lessee shall be permitted to use twenty-three (23) parking spaces, identified as space numbers 1-23, both inclusive, as set forth on Exhibit "B" attached hereto and made a part hereof, which are located in the parking lot, identified as Permanent Index Number 15-22-164-017, adjacent to the Premises.
27. **REPAIRS AND MAINTENANCE:** Lessee shall throughout the term of this Lease, at Lessor's sole cost and expense, take good care of any and all portions of the Premises, including all buildings and improvements now or at any time erected thereon, the equipment, fixtures, motors and machinery thereof, and the parking areas, walks, fences and exterior and interior lights, and keep the same in good order and condition; and shall promptly, at Lessee's sole cost and expense, make all necessary repairs, interior and exterior, ordinary as well as extraordinary, foreseen as well as unforeseen. Notwithstanding the foregoing, Lessor shall be responsible for the replacement of the heating, ventilation and air condition ("HVAC") installations, and for the replacement of the roof, interior walls, exterior walls and structural foundations. The cost for any repairs or replacements necessitated by Lessee's breach of this Lease or any the negligent or willful act of Lessee, its agents, employees or invitees shall be borne by Lessee. Lessee agrees to give Lessor prompt notice of any repair or replacement issues that arise. Notwithstanding the foregoing, Lessee shall, at its own expense, be obligated to maintain and have inspected the HVAC installations in or serving the Premises, at least semi-annually, which shall include replacement of any parts or components thereof which may become necessary because of normal use, wear and tear. Lessee shall otherwise be responsible for the proper repair and maintenance of the Premises and agrees to keep same in good condition and not to permit waste to occur thereon. Among specific Lessee responsibilities are cleaning of Lessee's space and arranging for trash removal, cleaning of Lessee's bathrooms, replacement of light bulbs and ballasts in the Premises and cleaning of carpets. If Lessee does not make repairs and pay the costs thereof, then such costs shall be additional rent immediately due from and payable by the Lessee to Lessor. The term "repairs" shall include replacements or renewals when necessary, and all such repairs shall be equal in quality and class to the original work. At the termination of this Lease, Lessee shall surrender the Premises in the same condition as when received except for reasonable use, natural wear, and damage to the extent covered by insurance. All work done in connection with any repairs or alternations shall be done in a good and workmanlike manner and in full compliance with all applicable building and zoning ordinances, and with all other applicable laws, ordinances, rules, and requirements of any governmental unit, and in accordance with the rules, orders and regulations of the Board of Fire Underwriters where the Premises in located.
28. **INSURANCE:** Lessee shall procure and maintain policies of insurance, at its own cost and expense insuring:

- A. The improvements at any time situated upon the Premises against loss or damage by fire, explosion, windstorm, malicious mischief, vandalism, and all other insurable casualties by a full and complete extended coverage endorsement for not less than the full replacement cost of such improvements with all proceeds of insurance to be payable to Lessor.
- B. Lessor and Lessee from all claims, demands and actions for injury to or death of any person in an amount of not less than \$1,000,000, for injury to or death of more than one person in any one accident to the limited of \$3,000,000, and for damage to property in an amount of not less than \$1,000,000.
- C. Lessee from all workers' compensation claims, and shall include employers liability insurance;
- D. Plate glass located on the Premises in such amounts as to cover Lessee's maintenance obligations thereto; and
- E. All insurance policies shall be in reputable companies reasonably satisfactory to Lessor and any mortgagee of Lessor and shall include Lessor as a loss payee and as an additional insured. Such insurance shall not be subject to cancellation without at least thirty (30) days' prior written notice to Lessor. The original insurance policies (or certificates thereof satisfactory to Lessor) together with satisfactory evidence of payment of the premiums thereon, shall be deposited with Lessor at the commencement of this Lease, and renewals of such insurance shall be deposited not less than thirty (30) days prior to the end of the term of such coverage. Upon Lessee's failure to so procure such insurance or pay any premium for such insurance, Lessor may do so. If Lessor elects to purchase and/or pay the premiums on such insurance, the amount so paid by Lessor shall be additional rent, payable by lessee upon demand by lessor.

**29. DAMAGE BY FIRE:** In the event of damage to or destruction of improvements on the Premises by fire or other casualty during the term of the Lease, regardless of the extent of such damage or destruction, Lessor may, but is not required to, make repairs or reconstruction of the improvements so damaged or destroyed to substantially equivalent condition and state prior to such damage or destruction. In the event Lessor shall elect not to commence such repairs or reconstruction within sixty (60) days of receipt of written notice thereof to Lessor, but shall have no other right or recourse against Lessor. Following Lessor's receipt of such notice, the rent payable by Lessee hereunder shall proportionately abate with respect to the portion of the Premises rendered untenable (computed on a pro rata basis of the damaged Premises as it related to the whole) until such time as the repair or reconstruction is completed, and the Premises have been restored to a tenantable condition. Notwithstanding the foregoing, if any such damage or destruction is the result of Lessee's or any of Lessee's employees', agents' or invitees' negligence, (i) Lessee shall make such repairs or reconstruction to restore the Premises to its condition prior to such damage or destruction at its own cost and expense and (ii) rent during any period or periods of such repairs or reconstruction shall not abate.

**30. INDEMNIFICATION:**

- A. Lessee agrees to indemnify, defend and hold harmless Lessor from and against any and all suits, claims, demands, causes of action, losses, costs and expenses, including, without, limitation, attorneys' fees and costs of litigation, suffered or incurred by Lessor and arising from the use of occupancy of the Premises by lessee, or any employee, agent or invitee of



Lessee, or arising from any condition of the Premises or any street, curb or sidewalk adjoining the Premises, or any vaults, passageways or spaces therein or appurtenant thereto, or arising from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this Lease, or arising from any act or negligence of Lessee, or any of its agents, contractors, servants, employees, customers, suppliers, licensees or invitees, or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation or other entity occurring during the term of this Lease in or about the Premises, or upon or under the sidewalks and the land adjacent thereto, or arising from any failure by Lessee to comply with all federal, state and local laws, statues, ordinances and regulations now and hereafter in force.

- B. Lessee agrees that Lessor shall not be liable for injury to Lessee's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the Premises, nor shall Lessor be liable for injury to Lessee's employees, agents, or contractors, whether such damage or injury is caused by or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Premises, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Lessee.

- 31. **COMPLIANCE WITH APPLICABLE LAWS:** Lessee shall, at its sole cost and expense, at all times conduct its operations of the Premises in full compliance with all applicable laws, codes and ordinances and the orders, rules and regulations of all governmental units, and the orders, rules and regulations of the Board of Fire Underwriters where the Premises are situated. Lessee shall observe and comply with the requirements of all policies of insurance at any time in force with respect to the buildings and improvements on the Premises and the equipment and other contents therein.
- 32. **ALTERATIONS, IMPROVEMENTS OR ADDITIONS:** Lessee shall not make any alterations, improvements or additions, the cost of which exceeds Two Thousand Five Hundred Dollars (\$2,500.00), to the Premises without the prior written consent of Lessor, which such consent shall not be unreasonably withheld. All alterations, improvements, additions or fixtures installed upon the Premises, including those necessary to convert the Premises to the use by Lessee provided herein, shall be placed thereon at Lessee's sole cost and shall remain upon the Premises at the expiration or sooner termination of this Lease and become the property of Lessor, excepting such trade fixtures that are susceptible to removal without damage or injury to said Premises. In the event of the removal of any such trade fixtures, Lessee shall place that portion of the Premises in the same condition as existed prior to the installation or replacement thereof, subject only to reasonable use and natural wear. Lessor may, upon the termination of this Lease, give written notice to Lessee to remove, and thereupon Lessee shall remove, at its sole cost, any alterations, improvements or additions made by Lessee and shall restore the Premises to the same good order and condition in which they were prior to the making of such alternations, additions or improvements, except for reasonable use and natural wear.
- 33. **FIXTURES, MACHINERY AND EQUIPMENT:** All fixtures, machinery and equipment which are necessary to the general operation and maintenance of the Premises (other than those which are not affixed or attached to the Premises (e.g. lawn mowers) shall be the property of Lessor

whether owned by Lessor at the commencement of the term hereof, subsequently purchased or installed by Lessor, or purchased by Lessee in accordance with the provisions of this Lease. All lighting fixtures heating and air conditioning equipment shall be considered necessary to the general operation and maintenance of the Premises. All trade fixtures, machinery, equipment, signs and other personal property involved in the operation of the business of Lessee that Lessee may install within or upon the Premises during the lease term shall retain its character as personal property and, accordingly, shall be and remain Lessee's property, whether deemed a fixture or not, except that in no event shall Lessee be allowed to remove any of the following: heating and ventilation and air conditioning fixtures and equipment; bathroom plumbing, water heater, and any other plumbing fixtures; and any electrical systems or electrical fixtures. If not in default hereunder, Lessee may, at any time during the lease term or at the expiration of it, remove any fixtures and equipment which it has placed in the Premises which can be removed without damage to the Premises, provided Lessee promptly repairs all damages to the Premises caused by such removal.

34. **CUMULATIVE RIGHTS:** No right or remedy conferred upon or reserved to lessor is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

35. **INTEREST ON OVERDUE RENT:** Any installment of rent overdue or any other payment due by Lessee to Lessor hereunder shall bear interest at the rate of twelve percent (12%) per annum from the due date thereof until paid.

36. **SUBORDINATION:** The rights and interests of lessee under this Lease shall be subject and subordinate to any mortgage or trust deed creating a mortgage that may be placed upon the Premises by Lessor and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, if the mortgagee or trustee named in such mortgage or trust deed shall elect to subject and subordinate the rights and interest of Lessee under the Lease to the lien of its mortgage or trust deed and shall agree to recognize this Lease in the event of foreclosure if Lessee is not in default (which agreement may, at such mortgagee's option, require attornment by lessee). Notwithstanding such subordination, Lessee's right to quiet possession of the Premises shall not be disturbed if Lessee is not in default hereunder and so long as Lessee shall pay rent and observe and perform all of the provisions hereof. Any such mortgagee or trustee may elect to give the rights and interests of Lessee under this Lease priority over the lien of its mortgage or deed of trust. In the event of either such election and upon notification by such mortgagee or trustee to Lessee to that effect, the rights and interest of Lessee under the Lease shall be deemed to be subordinate to, or to have priority over, as the case may be, the line of such mortgage or trust deed, whether this Lease is dated prior to or subsequent to the date of such mortgage or trust deed. Lessee shall execute and deliver whatever instruments may be required for such purposes and in the event Lessee fails so to do within ten (10) days) after demand in writing, Lessee does hereby make, constitute and irrevocably appoint Lessor as its attorney-in-fact and in its name, place and stead to do so.

37. **TAKING OF PREMISES:**

A. If all or part of the Premises shall be taken by eminent domain or condemnation, or by exercise of the right of any governmental authority, this Lease shall terminate upon the date of such taking.

- B. Notwithstanding the provisions of subparagraph A above, in the event that part of the Premises shall be taken by the exercise of the right of governmental authority, and in the event that after such taking the Premises shall be tenantable and usable for the purposes set forth on page 1 of this Lease, then the term of this Lease, at Lessor's option, shall not terminate but shall continue in effect; provided, however, Lessee shall receive a proportionate reduction from its rental obligations hereunder corresponding to the portion of the Premises which Lessee shall have been deprived.
- C. Any condemnation award or other amount payable on account of such taking, in whole or in part, shall be payable solely to Lessor, and Lessee shall neither receive no be entitled to any of such award or amount, and Lessee hereby assigns to Lessor any and all rights to receive such award or other amount so payable, except that Lessee may retain any award for moving expenses which is made directly to it by the condemning authority.

**38. DEFAULT OR BANKRUPTCY:** If Lessee at any time during the Lease term shall:

- A. Default in the payment of any installment or rent or other sums herein specified to be paid by Lessee and such default shall not be cured within seven (7) days after the date upon which payment is due; or
- B. Fail to observe or perform any other of Lessee's covenants, agreements or obligations hereunder and such default or defaults shall not be cured within thirty (30) days after Lessor shall have given to Lessee written notice specifying such default or defaults; or
- C. Be adjudicated a bankrupt or insolvent; or
- D. File a voluntary petition in bankruptcy, admit (by answer, or default or otherwise) the material allegations of a petition filed against it, or fail to have any involuntary petition set aside within thirty (30) days of its filing; or
- E. Have a receiver appointed for all or substantially all of its business or assets on the ground of its insolvency; or
- F. Have a trustee appointed for it after a petition has been filed for its reorganization under the Bankruptcy Code of the United States; or
- G. Make an assignment for the benefit of its creditors;

then in any such event, in addition to all other rights and remedies which lessor may have, Lessor shall have the right at its election at any time thereafter to re-enter and take complete and peaceable possession of the Premises and any and all improvements, and declare the term of this Lease ended.

- 39. EFFECT OF WAIVER OR FORBEARANCE:** No waiver by Lessor of any breach by Lessee of any of its obligations hereunder shall be a waiver of any subsequent breach of any other obligation, nor shall any forbearance by Lessor to seek a remedy for any breach by Lessee be a waiver by Lessor of tis rights with copy to:

**CORPORATION COUNSEL**

**CITY OF AURORA LAW DEPARTMENT  
44 EAST DOWNER PLACE  
AURORA, ILLINOIS 60507**

Or to such other address or addresses as each of the parties hereto may communicate in writing to the other. Written notice given by any other method shall be deemed effective only when actually received by the party to whom given.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument this day and year first above written.

**LESSEE:**

**GH LIQUIDATING, LLC**, an Illinois limited liability

By: Jerry N. Dep

Date: 9/28/16

**LESSOR:**

**CITY OF AURORA**, an Illinois Municipal Corporation

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

Attest: \_\_\_\_\_  
Its

Date: \_\_\_\_\_

**EXHIBIT "B"**

(PARKING ATTACHED)