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BUTTERFIELD VILLAGE CENTER, LLC  
STADIUM PUB LEASE

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For 1555 Butterfield Rd., Unit 125, Aurora, IL 6052 . . . . . 44

## RETAIL LEASE

THIS LEASE made on \_\_\_\_\_ 2015, is by and between BUTTERFIELD VILLAGE CENTER, LLC ("Landlord"), and STADIUM BAR AND GRILLE known as ("Tenant") ("Owner") SAL ZECIRI.

FOR THE BUTTERFIELD VILLAGE CENTER, LLC. – UNIT #117- 123 - 125  
1555 BUTTERFIELD RD., AURORA, IL 60502

WITNESSETH:

ARTICLE 1

**DEMISED PREMISES; LANDLORD'S RESERVATIONS**

Subject to the provisions of Article 40, Landlord does hereby demise and lease to Tenant for use only by Tenant, and subject to the terms, covenants and conditions set forth herein, that certain space in the Shopping Center known as BUTTERFIELD VILLAGE CENTER L.L.C with approximate dimensions of 80'0" x 64'0" and consisting of approximately 5,200 square feet as more specifically shown on Exhibit A (PLANS) attached hereto and made a part hereof ("Premises") located in the shopping center as more specifically described on Exhibit B (LEGAL) attached hereto and made a part here of as the same may be expanded .

Tenant acknowledges that as of the date hereof the Center is part of a larger shopping center project commonly known as BUTTERFIELD VILLAGE CENTER, L.L.C. (or such other name as Landlord shall determine.

Landlord specifically accepts and reserves to itself the use of the roof; the exterior portions of the Premises, including the outer walls of the building of which the Premises are a part, and any walls abutting said building, other than the storefront; and such areas within the Premises required for installation, maintenance and repair of utility lines and other installations required to service other tenants or occupants of the Shopping Center from time to time during the Term, it being agreed that such utility lines and other installations upon completion shall not materially interfere with Tenant's general use and occupancy of the Premises, without Tenant's specific consent. No rights are conferred on Tenant, and Landlord specifically accepts and reserves to itself, unless otherwise specifically provided, all rights to the land and improvements below the floor level of the Premises and to the air rights above the Premises and to the land and improvements located on and within the Common Areas and the Shopping Center, unless otherwise specifically provided.



ARTICLE 2

**TERM: LEASE COMMENCEMENT DATE, RENT COMMENCEMENT DATE  
OFFICIAL TURNOVER DATE AND CLARIFICATIONS**

The first "Lease Year" shall be a period of twelve (12) calendar months and shall commence on the first day of the first month following the Rent Commencement Date. Each succeeding twelve (12) month period shall be a Lease Year.

Upon the Rent Commencement Date, Landlord and Tenant shall enter into a lease amendment for the sole purpose of identifying the Commencement Date and the termination date of this Lease.

1. TURN OVER DATE: **MARCH 6, 2015.**

2. MARCH 6<sup>th</sup>, 2015 UNTIL May 31<sup>st</sup>, 2015, TENANT WILL PAY NOTHING ON RENT, BUT MUST PUT ELECTRIC METER AND GAS METER IN HIS NAME AND PAY THOSE UTILITIES FROM THAT DAY ON. STARTING ON JUNE 1<sup>ST</sup>, 2015, TENANT WILL START PAYING, PER MONTH, FOR FOUR (4) MONTHS:

REAL ESTATE TAX	\$ 1,885.00
COMMON AREA MAINTENANCE	\$ 1,464.67
INSURANCE	\$ 104.00
WATER	<u>\$ 300.00</u>
TOTAL	\$ 3,753.67 (ALL WILL BE ADJUSTED PER LEASE IF NEEDED)

THIS WILL BE FOR JUNE, JULY, AUGUST AND SEPTEMBER, 2015.

OCTOBER 1<sup>ST</sup>, 2015, FULL RENT WILL START. RENT WILL BE \$7,000.00 FOR YEAR ONE. ADD THE ABOVE \$3,753.67 FOR A TOTAL OF \$10,753.67 PER MONTH. (SEE RENT ON SHEET 4 OF 43). THIS WILL BE A SIXTY-SEVEN (67) MONTH LEASE, STARTING MARCH 6<sup>TH</sup>, 2015 AND ENDING SEPTEMBER 30<sup>TH</sup>, 2020.

3. PROPOSED LEASE EXECUTION MARCH 4<sup>TH</sup>, 2015 OR SOONER

4. NAME OF NEW SPORTS BAR TO BE STADIUM BAR AND GRILLE.

5. THE SIGN OF JJ'S BAR AND GRILL MUST BE REMOVED AT TENANT'S SOLE EXPENSE WHEN THE NEW SIGN IS INSTALLED BY TENANT. LANDLORD RECOMENDS AURORA SIGN COMPANY – (630) 898-5900 – OUR SALESPERSON IS LIRIM ESHLREFI. TO DO ALL THIS.



6. SINCE THE TENANT ALSO OWNS THE DOUBLE YOLK PANCAKE HOUSE HE MUST TAKE CARE OF THE GREASE TRAP SERVICE HIMSELF. IT WILL NO LONGER BE DONE BY THE COMMON AREA EXPENSE, STARTING APRIL 1<sup>ST</sup>, 2015. THE COMPANY THAT IS SERVICING THE GREASE TRAP NOW IS MAHONEY ENVIRONMENTAL – (800) 892-9392.

7. UTILITIES: LANDLORD REPRESENTS AND WARRANTS TO TENANT THAT THE PREMISES WILL BE SEPARATELY METERED FOR ALL UTILITIES, INCLUDING WITHOUT LIMITATION, NATURAL GAS, ELECTRICITY, WATER AND SEWER, INCLUDING TELEPHONE, TELEVISION CABLING AND INTERNET, AND ALL TO BE PAID FOR BY TENANT.

8. LANDLORD'S CONSTRUCTION OBLIGATION: NONE. TENANT IS ACCEPTING THE PREMISES IN AN "AS IS" "WHERE IS" CONDITION.

9. POSSESSION DATE: AS OF THE DATE HEREOF, LANDLORD'S ANTICIPATED DELIVERY OF THE PREMISES IS ESTIMATED TO OCCUR FORTY-EIGHT (48) HOURS FOLLOWING MUTUAL EXECUTION OF THE LEASE AGREEMENT CONTINGENT UPON INSPECTION OF THE PREMISES BY TENANT AT SUCH TIME AND TENANT MUST HAVE INSURANCE IN EFFECT BEFORE ANDLORD WILL TURN OVER THE KEYS.

10. RENT COMMENCEMENT DATE: THE RENT COMMENCEMENT DATE SHALL BE OCTOBER 1<sup>ST</sup>, 2015, POSSESSION DATE.

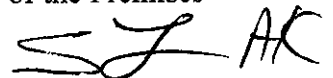
11. OPENING AND OPERATING COVENANT; TENANT SHALL OPEN THE PREMISES FOR BUSINESS TO THE PUBLIC FULLY FIXTURED, STOCKED AND STAFFED, PROMPTLY UPON COMPLETION OF TENANT'S WORK.

12. TENANT MUST HAVE HIS OWN GARBAGE COLLECTION SERVICE DUMPSTER, TO BE PUT IN DUMPSTER ENCLOSURE AREA. THAT AREA MUST BE KEPT CLEAN AT ALL TIMES.

### ARTICLE 3 LANDLORD'S WORK

The premises are being delivered in its current "AS IS" and "WHERE IS" condition. Landlord shall have no obligation to perform any work with respect to the Premises and has no obligation to provide any improvement allowance in connection with Tenant taking occupancy of the Premises.

Tenant, shall cooperate reasonably with Landlord in all ways so that the construction of the Unit Build-out Standards and the use and enjoyment of the Shopping Center by other occupants, customers and patrons shall be interfered with as little as possible. Landlord shall cooperate reasonably with Tenant in all ways so that the construction of the Tenant Improvements and the featuring and equipping of the Premises may proceed as expeditiously as possible. (If applicable).



Tenant shall remove, if applicable, the existing sign and install at its sole cost and expense, on the sign band of the building containing the Premises, as part of the Tenant Improvements, a sign identifying Tenant or Tenant's business at Premises. The sign and the installation thereof shall be subject to the provisions of Exhibit "D" (SIGNS) attached hereto and to all local ordinances and Landlords approval. No pylon or pole sign will be available to Tenant.

**ARTICLE 4  
MINIMUM RENT**

Tenant shall pay to Landlord at the address specified below for the giving of notices or to such other party or at such other location as Landlord may designate in writing from time to time, the following sums of money:

Minimum Rent. From and after the Rent Commencement Date, Tenant shall pay to Landlord the annual Minimum Rent in the amounts, and in monthly installments for **SIXTY-SEVEN (67) MONTHS**, as follows:

**March 6<sup>TH</sup>, 2015 to May 31<sup>th</sup>, 2015 will be free, but tenant must put all utilities in his name from March 6<sup>th</sup>, 2015 forward and Tenant assumes all billing.**

**June 1st, 2015 until September 30<sup>st</sup>, 2015 - \$ 3,753.67 per month.**

	<u>MONTHLY</u>	<u>YEARLY</u>
10-1-2015 to 9-30-2016:	\$ 7,000.00	\$ 84,000.00
10-1-2016 to 9-30-2017:	\$ 7,210.00	\$ 86,520.00
10-1-2017 to 9-30-2018:	\$ 7,426.30	\$ 89,115.60
10-1-2018 to 9-30-2019:	\$ 7,649.09	\$ 91,789.08
10-1-2019 to 9-30-2020:	\$ 7,878.56	\$ 94,542.72

**Common Area Maintenance charges, Real Estate Tax charges. Insurance and extra water are on Exhibit "E", page 41, and must be added to monthly rent payment.**

**OPTIONS:**

**Tenant has one (1) five (5) year option to extend the term of this Lease, with nine (9) months prior written notice to Landlord. Minimum Rent increases will be at 4.00% per year. (See attached Article 39 – Page 34)**

Such annual Minimum Rent, and the monthly installment payments thereof, be payable in advance on the first day of each and every month of the Term provided, however, that if the Commencement Date or termination date falls on a date other than the first day of a calendar month, then the Minimum Rent for such fractional month shall be prorated based on the number of days in such month, on the basis of one-three hundred sixty-fifth (1/365<sup>th</sup>) of the annual Minimum Rent for each day for such month included in the Term. Notwithstanding the foregoing, the first monthly installment of Minimum Rent and the amount of the security deposit required under Article 34 of this Lease shall be paid upon



execution of this Lease. The Minimum Rent shall be payable at the times and in the manner set forth herein, without any prior demand thereof and without any deductions or setoffs whatsoever. Any rent received **five (5)** days after the due date will be subject to a \$100.00 per day late fee, starting the first (1<sup>st</sup>) day of that month, due upon the following month's rent due date.

In addition to Tenant's obligation to pay Minimum Rent, Tenant shall also pay its proportionate share of all Common Area Maintenance, Real Estate Taxes and Insurance, in accordance with the requirements of this Lease.

#### **ARTICLE 5 BOOKS AND RECORDS; AUDIT**

Tenant's Proforma Financial Statement and tax returns (Exhibit G) are made part of the Lease as a record of the Tenant's ability to fulfill the financial obligations of the Lease. The Tenant's unequivocally acknowledges the information contained in the Proforma Financial Statement is accurate.

#### **ARTICLE 6 TAXES**

In addition to all other amounts payable by Tenant pursuant to this Lease, Tenant shall also pay as additional rent to Landlord during the Term of this Lease Tenant's proportionate share of all Real Estate Taxes assessed for the Shopping Center, as the case may be for each calendar year or portion thereof during the Term of this Lease.

- (b) There shall be excluded from Real Estate Taxes those buildings and portions of the Shopping Center for which separate tax bills are received that are the sole responsibility of a single user under its lease or other agreement with Landlord.

Tenant agrees that Real Estate Taxes shall include all of Landlord's reasonable costs for attorney's fees, appraiser's fees, experts' fees and other costs incurred with respect to its efforts to minimize Real Estate Taxes.

Tenant shall separately pay to the appropriate taxing authority and applicable taxes based on the business of Tenant including any sales or use tax, transaction privilege tax or other excise tax or assessment now or hereafter levied or assessed upon or against Tenant, and all taxes based on any personal property of Tenant, that shall at any time be in the Premises or any other part of the Shopping Center, including Tenant's installations, additions, improvements, fixtures and personal property.

Tenant's proportionate share of Real Estate Taxes shall be the percentage obtained by dividing the number of square feet of rentable area contained in the Premises by the total number of square feet of rentable area contained in the Shopping Center



## 1. Payment of Real Estate Taxes.

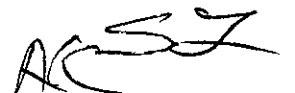
During the term of the Lease, Tenant shall deposit with Landlord, in advance, in monthly installments beginning on the Rent Commencement Date and continuing thereafter on the first day of each calendar month during the term hereof, as extended, one twelfth (1/12<sup>th</sup>) of Tenant's Proportionate Share of the annual Real Estate Taxes as reasonably estimated from time to time by Landlord and set forth in written notices to Tenants (the "Monthly Tax Deposit"). Landlord shall pay Real Estate Taxes out of monthly Tax Deposits. If Tenant's Monthly Tax Deposits for any calendar year do not meet Tenant's proportionate share of the Real Estate Taxes for such year, Landlord will submit to the tenant a copy of the tax statement and a request for the balance due. Tenant will deposit with Landlord the balance due with Landlord's annual reconciliation of additional rent within (10) days of notice. (See Expenses on Exhibit "E"). If Tenant's Monthly Tax Deposits for any calendar year exceed Tenant's proportionate share of the Real Estate Taxes for such year, Landlord shall refund the excess paid by Tenant within (10) days after Landlord's annual reconciliation.

## 2. Final Tax Statement.

Within thirty (30) days after the Termination Date, or the termination of this Lease for any reason other than the expiration of the stated term, as extended, Landlord shall deliver to Tenant a statement (the "Final Tax Statement") of Tenant's Proportionate Share of the Real Estate Taxes, as reasonably estimated by Landlord, which have been or may be payable in connection with the Shopping Center, during the calendar year in which the term of this Lease, as extended, ends. If Tenant's obligation, as stated in such Final Tax Statement, shall exceed the amount held by Landlord as Monthly Tax Deposits toward the payment of Tenant's Proportionate Share of Real Estate Taxes pursuant to Section 1 of the above Article 6 of this Lease, Tenant shall pay to Landlord, within thirty (30) days after receipt of the Final Tax Statement, an amount equal to such excess. If the amount of such Monthly Tax Deposits shall exceed Tenant's obligation, as stated in such Final Tax Statement, Landlord shall refund such excess to Tenant within thirty (30) days after delivery of the Final Tax Statement. Tenant's obligations to pay any amount required by this Section shall survive the expiration or termination of this Lease.

## ARTICLE 7 COMMON AREAS

Landlord hereby grants to Tenant for the benefit of Tenant and its customers, invitees, business guests and visitors a nonexclusive license to use the Common Areas, in common with other occupants of the Shopping Center and their customers, invitees, business guests and visitors and others granted the right to use the Common Areas by Landlord, for their intended purposes.



"Common Areas" means the portions of the Shopping Center and off-site areas that have at the time question been designated and improved for common use by or for the benefit of sidewalks, exterior walls, landscaped areas loading platforms and truck docks, ramps and stairs not contained in stores, directory signs and equipment, information and telephone booths, public and common washrooms and service areas, plazas, underground storm and sanitary sewers, utility lines and the like to the junction box serving one occupant exclusively, and any of the foregoing that serve the Common Areas; and any other facilities available for common use, all as they may from time to time exist at the commencement of the Term hereof, any by addition and substitution by Landlord thereafter, at the Shopping Center and at any adjoining properties that are included with the Shopping Center under any reciprocal easement agreement or other such agreement now or hereafter in effect, and as shall be available to all the tenants and occupants of space in the Shopping Center and such adjoining properties, other than the ring road adjacent to the Shopping Center. Landlord may at any time close any Common Areas to effect construction, repairs, alterations, additions or changes thereto and may do such other acts in and to the Common Areas as in its judgment may be desirable to improve the convenience thereof. The manner in which the Common Areas and facilities shall be maintained altered and operated and the expenditures thereof shall be at the sole, but reasonable discretion of Landlord. Common Area parking spaces shall be for the benefit of all Tenants and no Tenant shall occupy any space for longer than that Business is open each day. No overnight parking.

In addition to all other amounts payable by Tenant pursuant to this Lease, Tenant shall also pay as additional rent to Landlord, during the Term of this Lease, Tenant's proportionate share of all Common Area Charges for each calendar year or portion thereof during the Term.

"Common Area Charges" shall mean the total of all amounts paid by Landlord in connection with ownership, operation, maintenance and repair, plus an amount equal to 15% of the Common Area Maintenance cost as Administrative fee, of the Common Areas, including the Shopping Center's share of all such payments made in connection with any adjoining properties that are operated, maintained and repaired in connection with the Shopping Center under any reciprocal easement agreement or other such agreement providing for the joint or shared operation of the Shopping Center and adjoining property, that shall include, but not be limited to, all direct costs and expenses incurred for: operation, maintenance and repair of parking areas, sidewalks, easement areas, roadways, service corridors, including resurfacing, restriping, sealing, painting, cleaning, trash removal and removal of snow and ice; any applicable or appropriate utility expenses; operation, maintenance and repair of all lighting, electrical, plumbing, drainage, and other mechanical and utility systems; planting, replanting and replacing decorations, flowers and landscaping; signage; security systems; fire protection systems, including sprinkler system; maintenance and repair of roofs, walls and structural parts of buildings; water, power, storm water control and detention and sewerage charges; and net premiums for all insurance carried by Landlord in connection with the Shopping Center.

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Tenant's proportionate share of Common Area Charges shall be the percentage obtained by dividing the number of square feet of rentable area contained in the Premises by the total number of square feet of rentable area contained in the Shopping Center, excluding any portion of the Shopping Center that is the sole responsibility of another party. However, in the event Common Area Charges are reduced because another party assumes sole responsibility for paying for cost or expense or providing a service within a category of expenditure included in the Common Area Charges, Tenant's proportionate share of the amounts of Common Area Charges within such category shall be determined by dividing the number of square feet of rentable area contained in the Premises by the number of square feet of rentable area contained in the Shopping Center other than the rentable area contained in such other party's space.

Tenant's proportionate share of Common Area Charges shall be paid by Tenant to Landlord, for the term of the lease, in equal monthly installments on the first day of each calendar month, in an amount of one-twelfth (1/12<sup>th</sup>) of the amount estimated by Landlord to be Tenant's proportionate share of Common Area Charges for such year. Landlord reserves the right to change such estimate from time to time, but no more than once during each calendar year of the Term. Common Area Charges applicable to any period of less than full calendar month shall be prorated (See Expenses on Exhibit E)

Within one hundred twenty (120) days after the end of each calendar year, Landlord shall deliver to Tenant a statement showing in detail for such year Landlord's costs and expenses incurred, the amount of the Common Area Charges payable by Tenant and the amount of the monthly payments previously made by Tenant on account thereof. If the Common Area Charges for such year, shown in such statement, exceed the payments on account made by Tenant, Tenant shall pay Landlord the deficiency within ten (10) days after receipt of such statement. If such statement shows that the payments on account made by Tenant exceed the Common Area Charges payable by Tenant, Landlord shall apply such excess on any amount next falling due, if no payments are next due, such excess shall be refunded by Landlord, within thirty (30) days of the statement being issued.

Neither Landlord nor any company, firm or individual operating, maintaining, managing or supervising the Common Areas, nor any of their respective agents or employees, shall be liable to Tenant or any of Tenant's employees, agents, customers or invitees or anyone claiming through or under Tenant, for any damages, injuries, losses, expenses, claims or causes of action because of any interruption or discontinuance relieve Tenant from full performance of Tenant's obligation under this Lease.

**The grease trap the Landlord installed that is required by Fox Metro Water Reclamation District for any restaurant. This expense will be shared by all Users of the trap and will be shared and prorated by the square footage of the space occupied in the Center.**

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## ARTICLE 8

### USE

**Permitted Use.** Tenant shall continually use and occupy the entire Premises at all times during the Term solely for the Permitted Use, only under Tenant's Trade Name and only in accordance with the permitted under applicable zoning and other applicable governmental regulations and requirements and for no other purpose or under any other name, unless otherwise approved in advance in writing by Landlord. Tenant shall not use the Premises for any of the purposes prohibited in Covenants or for any future use restriction that may exist in the Shopping Center of the remainder of the Butterfield Village Center of which Tenant has prior written notice.

Tenant shall obtain all licenses, permits, governmental approvals, and insurance necessary to conduct the retail sale of alcoholic beverages from the Premises, and shall comply with all applicable federal, state and local laws in connection with such permitting and sale. The failure of Tenant to obtain such licenses, permits, approvals and Insurance shall not relieve Tenant if its other obligations under this Lease. Within fifteen (15) days after execution of this Lease by Tenant, Tenant shall file in its own name appropriate applications to obtain necessary licenses or permits for the retail sale of alcoholic beverages from the Premises and shall produce to Landlord proof of dram shop insurance naming Landlord as an Additional Insured under the policy.

**Continuous Use.** Upon the Rent Commencement Date and at all times thereafter during the Term, Tenant shall continuously and uninterruptedly operate its business from the entire Premises for the Permitted Use in good faith, fully staffed and merchandised so as to maximize its sales volume during all hours of operations, as may be set from time to time by Landlord, and shall remain open for business at least during the Minimum Store Hours. Tenant shall conduct no distress sales, such as "going-out-of-business", "lost-our-lease", fire or bankruptcy sales on the Premises or elsewhere in the Shopping Center.

Landlord recognizes that the Premises may be closed during certain of the Minimum Store Hours on a very infrequent and incidental basis for (i) Force Majeure, (ii) travel, leave-time, or any other reason at the sole discretion of Tenant, but such closure shall not to exceed forty-five (45) days (collectively or consecutively) every three (3) Lease Year period during the Term (the foregoing, "Permitted Closures"). If Tenant is closed for one of the aforementioned reasons and such closing is reasonable in nature and does not exceed the permitted period of closure as set forth above and Tenant has notified Landlord in advance of such closing whenever reasonably possible under the circumstances, then the same shall not be considered an Event of Default under this Lease. Any day during the Term in which Tenant has not been open for business to the public continuously during the entire Minimum Store Hours shall be deemed a "closing" for the purpose of calculating the foregoing limitation.

**Storage and Office Space.** Tenant shall store or stock in the Premises only such good, wares and merchandise as Tenant intends to offer for sale at retail at, in, from, or upon the Premises. This shall not preclude occasional emergency transfers of merchandise to the other stores of Tenant, if any. Tenant shall use for office, clerical or other non-selling

purpose only such space in the Premises as is from time to time reasonably required for Tenant's business therein, and Tenant shall not perform any office or clerical functions in the Premises for any store located elsewhere.

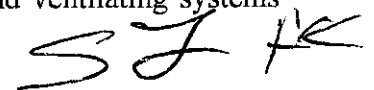
## **ARTICLE 9 UTILITIES**

Tenant shall apply to the applicable utility company designated by Landlord or the applicable municipality for gas, electric and water, (Per City of Aurora Water Department, they only allow one water meter for the entire Center.) Water and sewer charges shall be reasonably allocated among all the Tenants in accordance with the various tenant's uses. **Tenant will supply and install a cubic foot water meter with readout on rear back wall.** That meter will be read by Landlord when Landlord receives the water bill for the Center. The regular amount of water usage will be paid from the Common Area Maintenance fund. Over usage will be billed by Landlord to Tenant, and Tenant will reimburse the BUTTERFIELD VILLAGE CENTER LLC for this. For the water usage allowed measured in cubic feet, for 1,300 square feet is one (1) Toilets and one (1) sink per billing period, which is about every six (6) weeks. Tenant shall pay for all utility services furnished for the operation of the Tenant's Premises. Landlord shall not be liable to Tenant for any damages, injuries, losses, expenses, claims or cause of action because of any interruption or discontinuance at any time for any reason in the furnishing of any of the utilities to Tenant's Premises, nor shall any such interruption or discontinuance be deemed any eviction or disturbance of Tenant's use or possession of the Premises, or any part thereof; nor shall any such interruption or discontinuance relieve Tenant from full performance of Tenant's obligation under this lease.

## **ARTICLE 10 CONDITION OF PREMISES; REPAIR AND MAINTENANCE**

Tenant's taking possession of the Premises shall be conclusive evidence of Tenant's acceptance thereof and that Tenant has inspected the Premises and that the Premises are in good order and satisfactory condition. Tenant agrees that no representations respecting the condition of the Premises and no promise to decorate, alter, repair or improve the Premises or the Shopping Center have been made by Landlord or its agent or employees to Tenant, unless the same is specifically set forth in this Lease.

Tenant shall at its sole cost and expense (a) keep the storefront, entry doors, and the interior of the Premises in first-class condition and repair and decorate in a first-class manner; and (b) keep in a first-class, safe condition and repair all improvements, equipment, facilities and fixtures (including hardware and heating, cooling and ventilating equipment, electrical, plumbing, sprinklers and sprinkler heads and other mechanical facilities to the point of connection with Landlord's facilities) located in the Premises; and (c) replace all window glass and door glass broken in the Premises with glass of the same size and quality, unless the same shall result from any structural defect in the building. During the Term of this Lease, Tenant agrees to employ a suitable contractor, approved by the Landlord, to perform Tenant's obligations for maintenance of heating, cooling and ventilating systems

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within the Premises, including the sprinkler system and fire extinguishers. Such maintenance shall include at least semiannual inspections and licensing of said units and systems, together with such adjustments and servicing as shall be necessary or reasonably required by Landlord or Landlord's insurance underwriter.

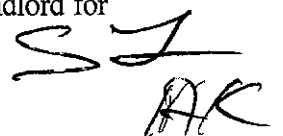
## **ARTICLE 11 ALTERATIONS; TRADE FIXTURES**

Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed, make any alterations, improvements or additions to the Premises which affect any structural portions of the Building. In the event Tenant desires to make any alterations, improvements or additions pursuant to this Article 11 which affect any structural portions of the building, Tenant shall first submit to Landlord plans and specifications showing such work in reasonable detail. As a condition to granting such consent, Landlord may require evidence that all such work shall be in compliance with all codes and laws: that such work shall comply with the requirements of Landlord's insurance underwriters; that all necessary permits and licenses have been obtained; that such work is to be performed by contractors reasonably approved by Landlord; that Landlord has received evidence of insurance in form and amounts satisfactory to Landlord, and that Tenant comply with such other requests at Landlord may reasonably make in connection with such work.

All alterations, improvements and additions, whether temporary or permanent in character, made by Landlord or Tenant in or upon the Premises shall become Landlord's property and shall remain on the Premises at the Termination of this Lease, by lapse of time or otherwise, without compensation to Tenant, excepting, however, all trade fixtures and equipment installed by Tenant in the Premises, regardless of whether or not the same are attached thereto. All such trade fixtures and equipment shall remain the property of Tenant and may be removed in whole or in part by Tenant at any time and from time to time during the Term provided: (a) any such trade fixtures and equipment removed during the Term shall be replaced with trade fixtures and equipment of like quality; and (b) any damage caused by such removal shall be repaired by Tenant at Tenant's expense. Should upon termination of lease or default, if tenant is liable for financial damages resulting from termination or default, Landlord may at its sole discretion, take possession of any trade fixtures, liquidate these assets, and retain the proceeds as part of the settlement due.

## **ARTICLE 12 INSURANCE**

**1. Landlord's Insurance.** Landlord shall provide property, liability, and/or such other insurance coverages as Landlord, in its sole discretion, deems appropriate for the Shopping Center. Tenant shall pay to Landlord the Monthly Insurance Charge specified in the Budget Exhibit "E" at the same time as Minimum Rent is payable hereunder, without offset, deduction, recoupment, counterclaim, abatement, notice or demand. The Monthly Insurance Charge set forth in Exhibit "E", annualized, shall be the initial charge payable by Tenant for Landlord's property insurance. Landlord's cost for other insurance for the Shopping Center (including but not limited to liability insurance or any deductibles maintained by Landlord for



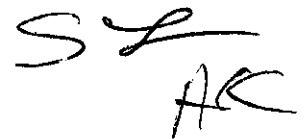
such other insurance) shall be included as part of the Shopping Center's Common Area Maintenance Costs for which Tenant is obligated to pay its Pro Rata Share pursuant to Article 7. If the total amount paid by Tenant is different than the actual amount owed, there shall be an appropriate adjustment, with payment being made by the applicable party to the other within fifteen (15) days after receipt of the statement. Landlord may provide any refund in the form of a credit against the next installment(s) of Insurance due from Tenant to Landlord hereunder, or by refund if there is insufficient time remaining in the Term to apply such credit, provided, however, if an Event of Default exists then Tenant shall not be entitled to any refund or credit of such amounts and Landlord may apply any overpayment to outstanding amounts due from Tenant to Landlord under this Lease. If at any time Landlord receives notice of an increase in the insurance costs with respect to the Shopping Center, Landlord may increase the Monthly Insurance Charge accordingly to reflect Tenant's Pro Rata Share of such increase. Landlord's agreement to provide a statement as provided for in this Section 1 is not a condition to the Tenant's obligation to make payment of the insurance charges.

~~Notwithstanding the foregoing, Landlord may elect, by providing notice to Tenant, to include other insurance costs for the Shopping Center in Tenant's Monthly Insurance Charge and increase the monthly amount accordingly. In such event, such Insurance costs shall not be duplicated and charged as part of Common Area Maintenance Costs.~~

**2. Tenant's Insurance.** Tenant covenants and agrees that during the Term, Tenant will carry and maintain, at its sole cost and expense, the following types of insurance in the amounts specified and in the form hereinafter provided for.

**(a) Commercial General Liability** Commercial general liability insurance (occurrence basis commercial general liability insurance policy including Products and Completed Operations and Premises Legal Liability, on a form that is reasonably satisfactory to Landlord) with a combined single limit for bodily injury, including death, to any person or persons, and for property damages, of not less than \$1,000,000.00 per occurrence. \$2,000,000.00 aggregate plus excess/umbrella liability insurance containing a per occurrence combined single limit of \$1,000,000.00 aggregate, for general liability, automobile liability, contractual liability, and employers' liability, said insurance shall cover any and all liability of the insured with respect to said Premises, the areas adjacent to the Premises (including, but not limited to, the sidewalk and loading dock), or arising out of the maintenance, use or occupancy thereof. All such insurance shall specifically insure the performance by Tenant of the indemnity provisions as to liability for injury to or death of persons and injury or damage to property contained in this Article 12. Tenant's commercial general liability insurance shall name Landlord, Landlord's Agent, Landlord's Mortgagee's) and any other designee of Landlord, as additional insureds (using ISO Form CG 2010 C11/85), or equivalent). The amount of such Liability insurance required to be maintained by Tenant hereunder shall not be construed to limit Tenant's indemnity obligations in this Lease or other liability hereunder.

**(b) Glass.** Tenant shall be responsible for the maintenance of all glass in or on the Premises and shall insure the risk.





**(c) Tenant Improvements.** Tenant shall have Insurance covering all of the items specified as "Tenant's Work." Tenant's leasehold improvements, betterments, trade fixtures, furniture, merchandise, inventory and personal property from time-to-time in, on or upon the Premises, and personal property of others in Tenant's possession, in an amount not less than the full replacement cost without deduction for depreciation during the Term of this Lease and any extension thereof, providing protection against any peril included within the classification causes of loss-special form, together with insurance against water damage, vandalism and malicious mischief. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed.

**(d) Intentionally Deleted.**

**(e) Business Income Insurance.** Tenant shall maintain business income (formerly known as "business interruption insurance") in an amount equal to the annual Rent for a twelve (12) month period.

**(f) Worker's Compensation.** Worker's Compensation insurance meeting the requirements of the state worker's compensation laws and employer liability insurance in an amount not less than One Million Dollars (\$1,000,000.00).

**(g) Contractors Insurance,** Tenant shall require any contractor of Tenant performing work on the Premises to carry and maintain, at no expense to Landlord: (a) commercial general liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, providing protection with limits for each occurrence of not less than Two Million Dollars (\$2,000,000); and (b) workers' compensation or similar Insurance in form and amounts required by any Laws.

**(h) Dram Shop and Liquor Liability.** Minimum \$1,000,000.00 (One Million Dollars). Tenant shall maintain at all times "dram shop or liquor legal liability" insurance if Tenant sell alcoholic beverage, either as an endorsement to its general liability policy or as a separate policy, and such policy shall name Landlord as an additional insured on said policy. Tenant shall provide Landlord with evidence of this insurance prior to selling or serving alcoholic beverage at or from the Premises..

**(i) Environmental Insurance.** If Tenant uses or stores any flammable or toxic chemicals in the course of its business or if otherwise requested by Landlord, Tenant shall purchase and maintain Environmental Legal Liability insurance including coverage for pollution clean-up with a limit of not less than One Million Dollars (\$1,000,000.00).

**(j) Intentionally Deleted.**

**(k) Policy Form.** All policies and certificates of insurance shall evidence that Tenant's insurance policies required pursuant to the provisions of this Lease (i) name Tenant as the insured and Landlord, the Mortgagee, Landlord's Agent and/or Landlord's designees as additional insureds or loss payees, as applicable, (ii) contain a standard mortgagee endorsement satisfactory to Landlord and Landlord's

Mortgagee(s) (iii) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord or any other party is excess and is non-contributing with the subject insurance coverage regardless of the other insurance clause; (iv) contain cross-liability coverage or a severability of interest clause in a commercially reasonable form; (v) provide that an act or omission of one of the insureds, additional insureds, or loss payees thereunder which would void or otherwise reduce coverage, shall not void or reduce coverage as to the other insureds or additional insureds; (vi) provide that the insurer thereunder waives any right of recovery by way of subrogation against Landlord and the Landlord Indemnities (as defined in Article 3) in connection with any loss or damage covered by such insurance policy. (vii) not contain any deductible provision in excess of Ten Thousand Dollars (\$10,000). (viii) initially be for a term of one (1) year and shall contain an endorsement prohibiting cancellation, modification or reduction of coverage without first giving the additional insureds and loss payees at least thirty (30) days prior written notice of such proposed action; and (ix) be in commercially reasonable form. Such policies shall be for the mutual and joint benefit and protection of Landlord, Tenant and others mentioned above, and executed copies of such policies of insurance or certificates (on Accord Form 27 and 28, as applicable, or substitute equivalents if no longer available) thereof shall be delivered to Landlord on or before the Lease Commencement Date and at least forty five (45) days prior to the expiration of any insurance policy. All insurance carriers providing insurance required by this Article 12 must have no less than an A.M. Best's A - rating.

**(I) Failure of Tenant to Obtain.** If certificates of insurance required pursuant to this Article 12 are not received by Landlord on or before the Lease Commencement Date, (i) Tenant shall not be permitted to perform any work on the Premises or otherwise use or occupy the Premises until such certificates are received by Landlord, and (ii) Landlord shall have no obligation to deliver the keys to the Premises to Tenant until such certificates are received by Landlord, provided, however, the Lease Commencement Date shall not be affected and the Fixturing Period shall be deemed to begin on the Lease Commencement Date. In addition, if Tenant fails to timely provide such Insurance policies or certificates (or revised policies or certificates as described in this Article 12, and provided such failure continues for five (5) days after Landlord's written notice, then Tenant shall pay to Landlord, upon demand and in addition to any other rights and remedies of Landlord hereunder, a rate charge pursuant to Section 26 below, and Landlord shall have the right, (but not the obligation) without notice to Tenant and at any time and from time to time, to acquire such insurance, and Tenant shall be obligated to pay Landlord, as Additional Rent, the amount of the premium and all sums incurred by Landlord applicable thereto within five (5) days following receipt of binder and amount expended. Notwithstanding anything to the contrary contained within this Article 12. Tenant's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Tenant; provided however, that Landlord and others mentioned above shall be named as an additional insured thereunder as their interests

may appear, and that the coverage afforded Landlord will not be reduced or diminished by reason of the use of such blanket policy of insurance, and provided further, that the requirements set forth herein are otherwise satisfied. Tenant agrees to permit Landlord at all reasonable times to inspect the policies of insurance of Tenant covering risks upon the Premises for which policies or copies thereof are not required to be delivered to Landlord.

(m) **Blanket Policy.** Notwithstanding anything to the contrary contained within this Article 12. Tenant's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Tenant; provided however, that Landlord and others mentioned above shall be named as an additional insured thereunder as their interests may appear and that the coverage afforded Landlord will not be reduced or diminished by reason of the use of such blanket policy of insurance, and provided further, that the requirements set forth herein are otherwise satisfied. Tenant agrees to permit Landlord at all reasonable times to inspect the policies of insurance of Tenant covering risks upon the Premises for which policies or copies thereof are not required to be delivered to Landlord.

**3. Increased Insurance Risk.** Tenant agrees that it will not at any time during the Term of this Lease, carry any stock or goods or do anything in or about the Premises, which increases the insurance premium upon the Shopping Center, Tenant agrees to pay to Landlord, within thirty (30) days after demand therefore the amount of such increase, whether or not Landlord shall have consented to such act or condition on the part of Tenant. If Tenant installs upon the Premises any electrical equipment which constitutes an overload on the electrical lines of the Premises. Tenant shall at its own expense make whatever changes are necessary to comply with the requirements of the insurance underwriters and any governmental authority having jurisdiction over the Premises, but nothing herein contained shall be deemed to constitute Landlord's consent to such overloading or an damages caused by such condition.

**4. Compliance.** Tenant shall comply with all requirements and recommendations of Landlord's insurance carriers. In case of breach of this covenant, in addition to all other remedies of Landlord hereunder, Tenant shall pay to Landlord, as additional Rent, any and all increases in premiums for insurance carried by Landlord where such increases *were* caused in any way by the occupancy or use of Tenant or the condition of the Premises.

**5. Indemnification.** Tenant shall indemnify, defend and hold the Landlord's and it's Indemnities harmless from and against all liabilities, obligations, damages, judgments, penalties, claims, costs, charges and expenses, including, without limitation, reasonable architects' and attorneys' fees, which may be imposed upon, incurred by, or asserted against any of the Landlord's Indemnities and arising, directly or indirectly, out of or in connection with (1) Tenant's breach of its obligations under this Lease, (ii) the acts or negligence of the Tenant Parties, (iii) any loading platform area for Tenant's exclusive use from the Premises, and/or (iv) the use or occupancy of the Premises by the Tenant Parties. If any action or proceeding is brought against any of the Landlord's Indemnities

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by reason of any of the foregoing, Tenant's insurance company shall defend the Landlord's Indemnities by counsel approved by Landlords and paid for by Tenant's insurance company. If Tenant's insurance company declines to defend the Landlord's Indemnities, Tenant shall reimburse the Landlord's Indemnities the reasonable costs and expenses of defending such action or proceeding. The foregoing agreement to indemnify shall constitute Tenant's waiver of the liability limit afforded under the Worker's Compensation Act (820 ILCS 305/5 (West 1996)) and Kotecki v. Cyclops Welding Corp., 146 Ill.2d 155, 166 Ill. Dec. 1, 585 N.E. 2d 1023 (1991). Any such cost, damage, claim, liability or expense incurred by Landlord Indemnities for which Tenant is obligated to reimburse Landlord Indemnities under this Lease shall be deemed Additional Rent due and payable within five (5) days after notice to Tenant that payment is due.

**6. Intentionally Deleted.**

**7. Sole Risk of Tenant.** It is understood and agreed that all property kept, stored or maintained in the Premises shall be so kept, stored or maintained at the sole risk of Tenant. Landlord shall not be liable to Tenant for any loss of business or other consequential loss or damage from any cause whatsoever.

**8. Release and Waiver of Subrogation.** Notwithstanding anything in this Lease to the contrary, Tenant and Landlord hereby waive and release any and all rights of recovery, whether arising in contract or tort, against the other, including their employees, agents and contractors, arising during the Term for any and all loss or damage to any property located within or constituting a part of the Shopping Center (inclusive of the Premises) or the remainder of Butterfield Village Center, which loss or damage arises from the perils that could be insured against under the ISO Causes of Loss-Special Form Coverage (formerly known as "all-risk"), including any deductible thereunder (whether or not the party suffering the loss or damage actually carries such insurance, recovers under such insurance or self-insures the loss or damage) or which right of recovery arises from any loss or damage that could be insured under time element insurance, including without limitation loss of earnings or rents resulting from loss or damage caused by such a peril. This mutual waiver is in addition to any other waiver or release contained in this Lease. If there is a conflict between this Section 8 and any other provision of this Lease, this Section 8 shall control. Landlord and Tenant shall cause each property insurance policy carried by either of them insuring the Premises, the contents thereof, or the Shopping Center or the remainder of Butterfield Village Center, to provide that the insurer waives all rights of recovery by way of subrogation or otherwise against the other party hereto in connection with any loss or damage which is covered by such policy or that such policy shall otherwise permit, and shall not be voided by the releases provided for above.

**ARTICLE 13**  
**INTENTIONALLY DELETED**

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**ARTICLE 14**  
**DAMAGE OR DESTRUCTION BY FIRE OR CASUALTY**

If the Premises or the building containing the Premises is destroyed by fire or other casualty as a result of any of the risks against which Landlord has procured insurance pursuant to Article 12 of this Lease, and such damage can be repaired or restored within one hundred eighty (180) days, and it is in fact repaired within such time period. Tenant shall promptly repair or restore the Work as described in Exhibit C attached hereto, subject, however, to zoning laws and building codes then in force. Landlord shall prosecute all such work diligently to completion. If Landlord determines in its sole discretion that such damage or casualty cannot be repaired or restored within one hundred eighty (180) days, or if more than fifty percent (50%) of the rentable area of Shopping Center is destroyed, Landlord, shall have the right to terminate this Lease effective as of the date of such damage or destruction, upon written notice to Tenant.

If the Premises are damaged or made partially or wholly untenable by fire or casualty, and if Landlord has not terminated this Lease pursuant to the provisions of this Article, Landlord shall use reasonable dispatch to restore the "White box" Work applicable to the Premises so damaged, subject however, to zoning laws and building codes then in force. Such restoration shall be completed as promptly as possible after receipt of the insurance proceeds by Landlord, but in no event more than one hundred eighty (180) days from the date of damage, except that such period shall be extended due to Unavoidable Delays. Landlord shall in no event be required to expend for such restoration at amount in excess of the insurance proceeds recovered as a result of such damage. Should Landlord not complete such restoration for any reason including Unavoidable Delays within one hundred eighty days (180) days or restoration is expected to last more than 180 days from the date of such fire or other casualty, Landlord or Tenant may terminate this Lease by written notice to Landlord or Tenant, served within thirty (30) days after the expiration of said period or within thirty (30) days of it being determined and Tenant having been advised that restoration will take more than 180 days.

There shall be a reasonable abatement of Minimum Rent additional Rent and all other amounts due under this Lease, based on whether, and to the extent, the Premises can reasonably be used by Tenant to conduct its business, until completion of the restoration by Landlord, unless such damage is caused by the sole act or sole neglect of Tenant, its agents, servants, employees, guests, licensees or invitees, and Landlord is not fully reimbursed through rent insurance. If Landlord is required or elects to rebuild the Premises as herein provided, Tenant shall promptly repair or replace its Tenant Improvements, furniture, trade fixtures, floor coverings, decorations, equipment and stock in trade, and, if Tenant has closed, Tenant shall promptly reopen for business.

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**ARTICLE 15  
CONDEMNATION**

If the whole or any part of the Premises or, in Landlord's judgment, any significant portion of the Shopping Center shall be taken or condemned by any competent authority for any public use or purpose (or a conveyance is made in lieu thereof), or if any adjacent property or street shall be condemned or improved in such manner as to require the use of any part of the Premises or of the Shopping Center, the Term, at the option of Landlord, shall end upon the date when possession of the part so taken shall be required for such use or purpose.

If the taking of any portion of Tenant's Premises renders the balance of the Premises inadequate for the operation of Tenant's business at the Shopping Center, and if Landlord has not terminated this Lease, Tenant shall have the right to terminate this Lease upon Written notice to Landlord within thirty (30) days from the date of such taking, such termination to be effective not less than ninety (90) days from the date such notice is given to Landlord.

In the event this Lease is terminated pursuant to this Article 15, Tenant agrees that the entire compensation awarded in or by reason of said condemnation proceedings, or conveyance in lieu thereof, shall belong to Landlord without any deduction there from for any present or future estate or interest of Tenant, all such right, title and interest, if any, being hereby assigned to Landlord. Current rent shall be apportioned as of the date of such termination.

**ARTICLE 16  
WAIVER OF CLAIMS: INDEMNITY**

Except for Landlord's negligence (except as otherwise provided in Article 12 of this Lease) Tenant waives all claims against Landlord and Landlord's agents and employees for injury to persons, damage to property or to any other interest of Tenant sustained by Tenant or any person claiming through Tenant resulting from any occurrence in or upon the Premises or building of which the Premises is a part, including, but not limited to, such claims for damages resulting from (a) any equipment or appurtenances becoming out of repair unless Landlord is responsible for the repair or replacement thereof; (b) the Premises or the building being out of repair, unless Landlord is responsible for repair or replacement thereof; (c) injury or damage done or occasioned by wind, water, flooding, freezing, fire, explosion, earthquake, excessive heat or cold, vandalism, riot, or disorder or other casualty; (d) any defect in or failure of plumbing, heating, or air conditioning equipment, electric wiring or installation thereof, gas, water, steam pipes, stairs, railings or walks; (e) broken glass; (f) the backing up of any sewer pipe or downspout; (g) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain, cooling coil or any other pipe or tank in, upon or about such building or Premises; (h) the escape of steam or hot water; (i) water, snow or ice being upon or coming through the roof, skylight, trapdoor, stairs, walks or any other place upon or near such building or Premises including parking

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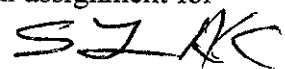
lot; (j) the falling of any fixture, plaster or stucco; and (k) any act, omission or negligence or covenants of other persons or occupants of said building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property.

Tenant agrees to protect, defend, indemnify and hold Landlord and Landlord's officers, agents, partners, servants and employees harmless from and against all claims, liabilities, losses, damages, fines, penalties, cleanup costs incurred in connection with either the removal or containment of any hazardous or toxic substances, and expenses for injury to or death of any person or loss of or damage to property in or upon the Premises or in or about the Shopping Center or Project that arises out of or in connection with Tenant's use or occupancy of the Premises or its activities at the Shopping Center or Project.

Tenant agrees to protect, defend, indemnify and hold Landlord and Landlord's Officers, agents, partners, servants and employees harmless from and against all claims, liabilities, losses, damages, fines, penalties, cleanup costs incurred in connection with either the removal on containment of any hazardous or toxic substances, and expenses for injury to or death of any person or loss of or damage to property in or upon the Premises or in or about the Shopping Center or Project that arises out of or in connection with Tenant's use or occupancy of the Premises or its activities at the Shopping Center or Project.

#### **ARTICLE 17 DEFAULT**

- (A) The following events are hereby defined as "Events of Default"
1. The failure of Tenant to pay an installment of Minimum Rent or to make any other payments or deposits of money as required hereunder within ten (10) days after the same is due:
  2. The failure of Tenant to perform or observe any of the other covenants, conditions, and agreements of this Lease on the part of Tenant to be performed or observed, and the continuance of such failure for a period of thirty (30) days after notice in writing thereof (which notice shall specify the respect in which Landlord contends that Tenant has failed to perform or observe any of such covenants, conditions and agreements) from Landlord to Tenant, unless, with respect to any default that cannot be cured within thirty (30) days. Tenant, or any person holding by, through or under Tenant, in good faith, within ten (10) days after receipt of such written notice, shall have commenced and thereafter shall continue diligently to prosecute all action necessary to cure such default;
  3. (a) The filing of an application by Tenant for, or a consent to, the appointment, of a receiver, trustee or liquidator of itself or of all of its assets; (b) the filing by Tenant of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing its inability to pay its debts as they come due: (c) the making by Tenant of a general assignment for



the benefit of its creditors; (d) the filing by Tenant of an answer admitting the material allegations of, or its consenting to, or defaulting in answering a petition filed against it in any bankruptcy proceeding;

4. The entry of an order, judgment or decree by any court of competent jurisdiction, adjudicating Tenant a bankrupt, or appointing a receiver, trustee, or liquidator of it or of substantially all of its assets; or
4. The abandonment or vacation of the Premises by Tenant or the failure of Tenant to carry on its business at the Premises for a period of seven (7), consecutive business days, except for Unavoidable Delays or as otherwise agreed to in writing by Landlord and Tenant.
- B. Landlord may treat any one or more of the Events of Default defined above as a breach of this Lease and thereupon, at its option, by serving written notice on Tenant, Landlord may have and exercise, in addition to all other remedies provided by law or in equity, one or more of the following remedies:
1. Landlord may terminate this Lease and the Term created hereby, in which event Landlord may forthwith repossess the Premises and be entitled to recover forthwith as damages a sum of money equal to the value of the rent and other sums provided to be paid by Tenant for the balance of the stated Term of this Lease, and any other sum of money and damages due or to become due to Landlord from Tenant less the fair rental value of the Premises for said period.
  2. Landlord may terminate Tenant's right of possession and may repossess the Premises by forcible entry and detainer suit, or otherwise, without demand or notice of any kind to Tenant (except as herein above expressly provided) and without terminating this Lease, in which event Landlord shall use its best efforts to relet all or any part of the Premises for such rent and upon such terms as shall be satisfactory to Landlord (including the right to relet the Premises for a term greater or lesser than that remaining under the stated Term of this Lease and the right to relet the Premises as part of a larger area and the right to change the character or use made of the Premises). For the purpose of such reletting, Landlord may make such repairs, changes, alterations or additions in or to the Premises, then Tenant shall pay to Landlord as damages a sum equal to the amount of the rent reserved in this Lease for such period or periods. If the Premises are relet, and a sufficient sum shall not be realized from such reletting after paying all of the costs and expenses of such repairs, changes, alterations and additions and expense of such reletting and the collection of the rent accruing there from to satisfy the rent and other charges above provided to be paid, Tenant shall satisfy and pay any such deficiency upon demand therefore from time to time; and Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this paragraph and any other sums due under this Lease from time to time, and that any suit

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or recovery of any portion due Landlord hereunder shall be no defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord.

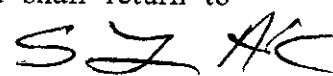
Each right, power and remedy of Landlord and Tenant provided for in this Lease shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Lease or in any other instrument or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord or Tenant of any one or more of the rights, powers or remedies provided for in this Lease or in any other instrument or now or hereafter existing at law or in equity, or by statute or otherwise, shall not preclude the simultaneous or later exercise by Landlord or Tenant of any or all such other rights, powers or remedies.

### **ARTICLE 18 SUBORDINATION**

Lease and all rights of Tenant hereunder are subject and subordinate to any deeds of trust, mortgage or mortgages, blanket or otherwise that do now or may hereafter affect the real property of which the Premises form a part, and to any and all renewals, modifications, consolidations, replacements and extensions thereto. It is the intention of the parties that this provision be self-operative and that no further instrument shall be required to effect such subordination of this Lease. Tenant shall, however, upon demand at any time or times, execute, acknowledge and deliver to Landlord, without expense to Landlord, any and all instruments that may be necessary or proper to subordinate this Lease and all rights of Tenant hereunder to any such mortgage or deed of trust or to confirm or evidence such subordination. Tenant covenants and agrees, in the event any proceedings are brought for the foreclosure of any such mortgage or deed of trust to confirm or evidence such subordination. Tenant covenants and agrees, in the event any proceedings are brought for the foreclosure of any such mortgage or deed of trust, to attorn, without any deductions or setoffs whatsoever, to the purchaser upon any such foreclosure sale, if so requested by such purchaser, and to recognize such purchaser as the lessor under this Lease. Tenant agrees to execute and deliver at any time and from time to time, upon the request of Landlord or of any holder of such mortgage or deed of trust or of such purchaser, any instruments that, in the sole judgment of such requesting party, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment. Tenant hereby irrevocably appoints Landlord and the holder of such mortgage or deed of trust, or either of them, the attorney-in-fact of Tenant to execute and deliver for and on behalf of Tenant any such instrument. Tenant further waives the provisions of any statute or rule of law, now or hereafter in effect, that may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease, and the obligation of Tenant hereunder in the event any such foreclosure proceeding is brought, prosecuted or completed.

### **ARTICLE 19 SURRENDER OF PREMISE**

**1. Surrender.** Tenant, on the Expiration Date, shall peaceably surrender to Landlord the Premises in broom-clean condition and in good repair, and shall return to

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Landlord any and all keys (including, without limitation, access cards) furnished to, or otherwise procured by, Tenant relating in any way to the Premises or the Shopping Center, provided, however, in no event shall the Premises be deemed surrendered until Tenant has provided Landlord with a certification from a reputable HVAC contractor that the HVAC is in good repair and condition. Tenant hereby waives any and all notices to vacate Subject to Section 2. Tenant shall remove all or its personal property and removable trade fixtures and equipment as well as its sign and identification marks (collectively "Personal Property") from the Premises at or before the end of the Term. Tenant agrees to repair all damage caused by such removal. In the event Tenant does not make any repairs as required by this Article 11, Tenant shall be liable for and agrees to pay Landlord's cost and expenses in making such repairs and expenses in making such repairs. No act or thing done by the Landlord during the Term shall be deemed an acceptance of a surrender of the premises and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No employee of Landlord or Landlord's agents shall have any power to accept the keys of the Premises prior to the termination of the Lease and the delivery of keys to any such agent or employee shall not operate as a termination or a surrender of the Premises.

**2. Trade Fixtures.** All trade fixtures owned by Tenant and installed in the Premises shall remain the property of Tenant and shall be removed by Tenant at the expiration of the Term, or the earlier termination of this Lease, provided Tenant shall not at such time be in default under any covenant, agreement or obligation contained herein: and, if in default, Landlord shall have a lien on such trade fixtures as security against loss or damage resulting from any such default by Tenant, and said trade fixtures shall not be removed by Tenant until such default is cured or Landlord notifies Tenant to remove such trade fixtures (or any items thereof) from the Premises.

**3.Failure to Remove Personal Property.** If Tenant fails to remove all of its Personal Property by the Expiration Date then such Personal Property shall be deemed abandoned by Tenant and, at the option of Landlord, shall become the Property of Landlord, or may be removed by Landlord at Tenant's expense, or may be placed in storage at Tenant's expense, or may be sold or otherwise disposed of, in which event, subject to the last sentence of this Section 3, the proceeds of such sale or other disposition shall belong to Landlord. Tenant's obligations and covenants under this Article 19 shall survive the expiration or termination of this Lease. Landlord may sell Tenant's Personal Property at private sale and without legal process, for such price as Landlord may obtain, and apply the proceeds of such sale against any amounts due under this Lease from Tenant to Landlord and against any and all expenses incident to the removal, repair of any damage to the Premises resulting or caused by such removal, storage and sale of such Personal Property.

## ARTICLE 20 HOLDING OVER

In the event that Tenant or anyone claiming under Tenant remains in Possession of the Premises after the expiration of the Term of this Lease, and without the execution of a new lease, Tenant shall be deemed to be occupying the Premises as a Tenant from

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month-to-month, subject to all of the terms, conditions, provisions, and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy, except for Minimum Rent. The monthly installment of Minimum Rent for each month of any such month-to-month tenancy shall be an amount equal to (200%) two hundred percent of the monthly installment of Minimum Rent payable for the month immediately preceding expiration of the Term. Either Landlord or Tenant may terminate such month-to-month tenancy upon at least thirty (30) days' notice to the other party. This in no way, however, shall be construed as permitting Tenant to holdover. If Tenant holds over beyond the Term of the Lease, Guarantor's obligations hereunder shall extend to such hold over period and apply with respect to the full and faithful performance and observance of all of the covenants, terms, and conditions of the Lease and of any modification thereof.

## **ARTICLE 21 PERFORMANCE BY LANDLORD**

If Tenant at any time shall fail to make any payment or perform any act required by this Lease to be made or performed by it, Landlord, without waiving or releasing Tenant from any obligation or default under this Lease may (but shall be under no obligation to) at any time thereafter: (a) without demand upon (but with notice to) Tenant, make such payment; or (b) after ten (10) day's prior written notice to Tenant of the necessity for such performance (or without notice in case of an emergency), perform such act for the account and at the expense of Tenant or both, as the case may be. All sums so paid by Landlord and all actual and reasonable costs and expenses (including reasonable attorney's fees and expenses) so incurred shall be paid by Tenant to Landlord on demand, together with interest from date payment is made by Landlord.

## **ARTICLE 22 ASSIGNMENT AND SUBLETTING**

Tenant shall not transfer, assign, sublet, enter into a license or concession agreement or hypothecate, this Lease or Tenant's interest in and to the Premises or any part thereof, permit any transfer or Tenant's interest created hereby or allow any lien upon Tenant's interest by operation of law or otherwise, nor permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant, without first obtaining the written consent of Landlord. Any attempt to otherwise transfer, assign, sublet, license or enter into a concession agreement or otherwise hypothecate, or transfer by operation of law or otherwise permit the use or occupancy of the Premises by a party other than the Tenant shall be void and confer no rights on any third party. The consent of Landlord to any transfer, assignment, subletting, license or concession agreement or hypothecation, or transfer by operation of law or otherwise or occupation by a party other than Tenant to which there has been consent, shall not constitute a waiver of the necessity of such consent to any subsequent transfer, assigning, subletting, license concession agreement or hypothecation, transfer by operation of law or otherwise or occupation by a party other than Tenant. Each transfer, assignment, subletting, license concession agreement, hypothecation, transfer by operation of law or otherwise or occupation by a party other than Tenant to which there has been consent shall be by an instrument in writing, in form reasonably satisfactory to Landlord, and shall

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include an agreement in writing by such party for the benefit of Landlord to assume, to be bound by, and to perform the terms, covenants and conditions of this Lease to be done, kept and performed by Tenant. On execution a copy of such written instrument in a form satisfactory to Landlord shall be promptly delivered to Landlord forthwith.

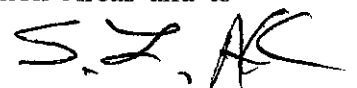
All requests for Landlord's consent shall be by written notice and, in the event Tenant requests Landlord's consent to any transaction covered under the previous paragraph, Tenant shall promptly reimburse Landlord for all actual and reasonable expenses, including attorney's fees, incurred by Landlord in conjunction therewith in any manner whatsoever. If Tenant requests Landlord's consent to any such transaction, Landlord shall have the right, independent of Landlord's right to refuse its consent, to terminate this Lease by written notice to Tenant served within ten (10) days of receipt of Tenant's written notice to Landlord requesting such consent, such termination to be effective not less than sixty (60) days from Tenant's receipt of Landlord's written notice of termination, unless Tenant shall by written notice to Landlord withdraw its request for Landlord's consent within five (5) days of receipt of Landlord's aforesaid election to terminate.

**ARTICLE 23  
UNAVOIDABLE DELAYS  
INTENTIONALLY OMITTED**

**ARTICLE 24  
RIGHTS RESERVED TO LANDLORD**

Landlord shall have the following rights, exercisable without notice and without liability to Tenant for damage or injury to property, person or business and without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for setoff or abatement of rent:

- (A) To change the name of the Shopping Center or Project or its street address.
- (B) To install, affix and maintain any and all freestanding signs and any and all identification signs on the exterior of any buildings located in the Shopping Center or Project and to approve all inside coverings for windows and all internal visible from the exterior of the Premises.
- (C) To show the Premises to prospective tenants at reasonable hours during the last twelve (12) months of the Term and, if vacated during such year, to prepare the Premises for re-occupancy.
- (D) To make repairs in and about Shopping Center, or any part thereof, and for such purpose to enter upon the Premises, provided that reasonable notice is given to Tenant (except that notice need not be given in an emergency), and, during the continuance of any said work, to temporarily close doors, entryways, public space and corridors in any buildings of the Shopping Center or Common Areas and to

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interrupt or temporarily suspend services and facilities, (not to exceed one (1) business day, all without abatement or rent or affecting any of Tenant's obligations hereunder, so long as the Premises are readily accessible, and so long as work shall be done in such manner as to minimize interference with Tenant's business at the Premises.

- (E) To have and retain a paramount title to the Premises free and clear of any act of Tenant purporting to burden or encumber it.
- (F) To grant to anyone the right to conduct any business or render any services in or about the Shopping Center or Project, subject to Tenant exclusive use rights.
- (G) Landlord reserves the right at any time to make alterations, modifications, reductions, expansions or additions to and to build an additional story or stories on any building or portion of any building in the Shopping Center or Project, whether or not the Premises area contained therein and to build adjoining the same. Landlord reserves the right as to the Shopping Center or Project at any time to do, or permit to be done, any or all of the following: change the number of parking spaces and the location or configuration thereof; add or remove buildings, structures or Common Areas; change the number and location of buildings and structures; add to, alter or remove partially or wholly any structure or structures or to enclose or establish any mall area; change the identity and types of stores and tenancies and the dimensions thereof, including the alteration of lease lines as same adjoin Common Areas; provide subterranean and multiple level parking decks; convert Common Areas into leasable areas (including installation of kiosks) or construct temporary or permanent buildings or improvements in the Common Areas; change the location or character of or make alterations in or additions to the Common Areas and to otherwise alter, repair or reconstruction the Common Areas or to change the use thereof; and expand the size of the Shopping Center by acquiring or making available additional land; provided, however, that no such changes shall materially alter the size of the Premises or deny reasonable visibility of or ingress to and egress from the Premises.
- (H) Landlord reserves the right from time to time to enter into easements, reciprocal easement agreements or any other form of agreement Landlord deems necessary for the operation of the Shopping Center or Project provided, however, that no such agreement shall materially affect reasonable ingress to and egress from the Premises. Tenant expressly agrees that this Lease and all rights of Tenant hereunder are subject and subordinate to any such easements or agreements that do now or may hereafter affect the Shopping Center or the Project. It is the intention of the Parties that this provision be self-operative and that no further instrument shall be required to effect such subordination of this Lease. Tenant shall, however, upon demand at any time or times, join in the execution of such easements or agreements or execute, acknowledge and deliver to Landlord, without expense to Tenant, any and all instruments may be necessary or proper to subordinate this Lease and all rights of Tenant hereunder to any such easements or agreements or to confirm or evidence such subordination.

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- (I) Landlord reserves the right to relocate the Premises upon not less than three (3) month notice to Tenant, which relocation shall be at the sole cost and expense of Landlord. Any substitute Premises shall be substantially equivalent in terms of square footage, finishes, equipment and improvements made or installed by Tenant. Landlord shall also pay for all new advertising for all new advertising for Tenant, relocation costs, and other expenses reasonably associate with relocating Tenant's business. In the event Tenant declines to accept the substitute Premises, this Lease shall terminate at the expiration of such notice period or at such earlier date agreed upon by Landlord and Tenant. Notwithstanding anything herein to the contrary, however, Landlord shall use its best efforts to prevent the necessity of relocating the Premises. In the event such a relocation is necessary, however, Tenant shall not be require to be closed for business for more than five (5) consecutive days.
- (J) To conduct an environmental audit of the Premises and to determine whether any hazardous or toxic substances are used, stored or located in the Premises and to issue rules and regulations in connection with such use and storage, including the right to require, at Tenant's sole cost and expense, the complete removal of such substances and any cleanup that is required or that Landlord deems necessary in connection therewith.
- (K) The Landlord shall have the right to obtain annual credit reports as deemed necessary by the Landlord.

**ARTICLE 25  
RULES AND REGULATIONS**

Tenant agrees to observe the reservations to Landlord in Article 24 hereof and agrees for itself and shall cause its employees, agents, clients, customers, invitees and guests to comply with the following rules and regulations and all such additional or substituted rules and regulations as Landlord may reasonably promulgate for the occupants of the Shopping Center.

- (A) Tenant shall not affix or maintain outside the Premises, including the exterior of the glass panes, doors and the exterior walls of the Premises, or any place within the Premises if intended to be seen from the exterior of the Premises, any signs, advertising placards, names, insignia, notice, trademarks, descriptive material or any other such like item or items, and Landlord shall have the right, without giving prior notice to Tenant and without any liability for damage to the Premises or Tenant's personal property reasonably caused thereby, to remove any of the same from the Premises, except such as shall have first received written approval of Landlord as to size, type, color, location, copy, nature, and display qualities and compliance with the requirements of Exhibit "D" to this Lease. No symbols, design, name, mark or insignia adopted by Landlord for the Shopping Center or Project shall be used without the prior written consent of Landlord. No illuminated signs located in the

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interior of the Premises that are visible from outside the Premises shall advertise any product without consent of landlord. All signs located in the interior of the Premises shall be in good taste as not to detract from the general appearance of the Premises, the Shopping Center or the Project. Tenant shall not use handbills or other promotional materials or samples that are handed out or balloons for advertising at or around the Shopping Center or Project. Notwithstanding the foregoing, Tenant shall have the right to block-out or screen its windows to provide privacy for the interior of the Premises with Landlord's approval of blinds used.

- (B) Tenant shall not, without Landlord's prior written consent, use the name of the Shopping Center or Project, except as the address of its business, or use pictures of the Shopping Center, the Project or buildings located therein.
- (C) Tenants shall not obstruct sidewalks, entrances, passages courts, corridors, vestibules, halls, elevators and stairways in or about the Shopping Center. Tenant shall not place objects against glass partitions or doors or windows that would be unsightly from the exterior of the Premises and will promptly remove the same upon notice from Landlord.
- (D) Tenant shall not make noises, cause disturbances or vibrations, or use or operate any electrical or electronic devices or other devices that emit sound or other waves or disturbances, or create odors, any of which might be offensive to other tenants and occupants of the Shopping Center, or that would interfere with the operation of any device or equipment or radio or television broadcasting or reception from or within the Shopping Center or elsewhere, and shall not place or install any projections, antennae, aerials or similar devices outside of the Premises.
- (E) Tenant shall not, without the prior written consent of Landlord: (i) conduct or permit any fire, bankruptcy or auction sale or any fictitious "going out of business" sale (except as provided by law); or (ii) use or permit to be used the Common Areas for the sale or display of merchandise or for any other business occupation or undertaking or for solicitations, demonstrations or any other activities; or (iii) make any room-to-room canvass to solicit business from other occupants of the Shopping Center or Project.
- (F) Tenant shall not waste water and agrees to cooperate fully with Landlord to assure the most efficient operation of the Shopping Center and Project.
- (G) Tenant assumes full responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured.
- (H) Tenant shall not attach any awning or other projections to the exterior walls of the Premises or the building from which they form a part.
- (I) All garbage and refuse shall be kept in the kind of container specified by Landlord,

shall be placed in the areas specified by Landlord and prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use the same at Tenant's cost, provided such actual and reasonable costs shall be competitive to any similar service available to Tenant. Tenant shall not install or cause to be installed any automatic garbage disposal equipment, without the prior written consent of Landlord. Landlord may direct the use of all pest extermination at Tenant's cost at such intervals Landlord may require. Tenant must have his own dumpster.

- (J) Tenant shall not install or operate any mechanical devices or machinery of a nature not directly related to Tenant's ordinary use of the Premises without the written consent of Landlord.
- (K) Tenant will cooperate and participate in all security programs affecting the Shopping Center and/or the Project.
- (L) Tenant can operate any coin or token operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages, or services, including, but not limited to, pay telephones, pay lockers, pay toilets, scales, amusement devices and machines for the sale of beverages, food, candy, cigarettes or other commodities without the prior written consent of Landlord, provided it is within the Law. Video gambling games or kiosks require separate written agreement.
- (M) Peddlers, solicitors and beggars shall be reported to the office of the management of the Shopping Center and/or Projects or as Landlord otherwise requests.
- (N) In no event shall Tenant bring, or permit any person to bring, into the Shopping Center, Project or Premises inflammables such as gasoline, kerosene, naphtha and benzene, or explosives or any hazardous or toxic substances or any other articles or intrinsically dangerous nature.
- (O) All loading and unloading of goods shall be done only at such times, in the areas and through the entrances designated for such purpose by Landlord from time to time.
- (P) Tenant shall keep Tenant's display windows illuminated and signs and lights on the storefront lighted each and every day of the Term during the hours designated by Landlord.
- (Q) Tenant and Tenant's employees shall park their cars only in those portions of the parking areas designated for employees parking by Landlord from time to time. Tenant shall furnish Landlord with the state of registration and automobile license numbers assigned to the cars of Tenants and its employees within five (5) days of any request to do so by Landlord.
- (R) Tenant agrees and accepts responsibility to "keep clean" the walkways in front and rear of premises and the store front glass, inside and outside. That includes but is not

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limited to application obstacles in the walkway etc., outside Tenants Unit.

- (S) Tenant shall not discuss with other Tenants in the Shopping Center any of the terms listed within this lease agreement.
- (T) Tenant is responsible for its own garbage pick-up. Dumpster must be put in the dumpster enclosures in back of the building.

The foregoing covenants and agreements in this Article 25 are collectively referred to as "rules and regulations". Tenant agrees that Landlord may amend, modify and delete the rules and regulations and add additional rules and regulations for the use and care of the Premises, the Common Areas, the Shopping Center and the Project. Tenant agrees to comply with such additional rules and regulations or changes thereto, upon written notice to Tenant from Landlord of such changes and additional rules and regulations.

#### **ARTICLE 26 ESTOPPEL CERTIFICATES**

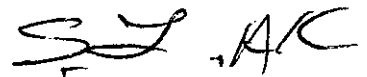
Tenant agrees that from time to time upon not less than ten (10) days prior request from Landlord, its duly authorized representative, having knowledge of the following facts, will deliver to Landlord a statement in writing certifying; (a) that this Lease is unmodified and in full force and effect (or if there have been modifications that this Lease as modified is in full force and effect); (b) the dates to which the rent and other sums have been paid; (c) that Landlord is not in default under any provision of this Lease, or, if in default, the nature thereof in detail; (d) the amount of annual Minimum Rent; and (e) such other representations reasonably requested by Landlord.

#### **ARTICLE 27 CONVEYANCE BY LANDLORD**

In case Landlord or any successor owner of the Shopping Center shall convey or otherwise dispose thereof to another person, such other person who shall become owner of the Shopping Center shall thereupon be and become Landlord hereunder and shall be liable upon all liabilities and obligations of this Lease to be performed by Landlord, which first arise after the date of such conveyance, and such original Landlord or successor owner of the Shopping Center shall, from and after the date of such conveyance, be free of all liabilities and obligations not then incurred.

#### **ARTICLE 28 QUIET ENJOYMENT**

Landlord represents that upon the giving of the Delivery Notice, it will be seized of title to the Shopping Center and that it has good right and lawful authority to execute this Lease and that the same does not require joinder or approval of any other person, firm or corporation; that Tenant, its successors and assigns, upon paying the rent hereby reserved and performing and observing all of Tenant's duties and obligations at the time and in the

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manner set forth herein, shall peaceably and quietly enjoy and possess the Premises for the uses and purposes permitted hereby.

## **ARTICLE 29 BROKERS**

Tenant represents and warrants to Landlord that neither it nor its officers or agents nor anyone acting on its behalf has dealt with any real estate broker other than NONE in the negotiation or making of this Lease, and Tenant agrees to indemnify and hold Landlord harmless from the claim or claims of any other broker or brokers claiming to have interested Tenant in the Shopping Center, the project or Premises or claiming to have caused Tenant to enter into this Lease.

## **ARTICLE 30 NON WAIVER**

No failure by Landlord or Tenant to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a default hereunder, and no acceptance of full or partial rent during the continuance of any such default, shall constitute a waiver of any such term or of any such default. No waiver of any default shall affect or alter this Lease, which shall continue in full force and effect with respect to any other then existing or subsequent default.

## **ARTICLE 31 MISCELLANEOUS**

- (A) This Lease and the exhibits and riders, if any, attached hereto and forming a part hereof, set forth all of the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.
- (B) It is the intention of this Lease to create the relation between the parties hereto landlord and tenant and no other relation whatsoever, and nothing herein contained shall be constructed to make the parties hereto partners or joint ventures, or to render either party hereto liable for any of the debts or obligations of the other party.
- (C) Article headings in this Lease are solely for convenience of reference and shall not in any way limit or amplify the terms and provisions thereof. The necessary grammatical changes that shall be required to make the provisions of this Lease apply: (a) in the plural sense if there shall be more than one Landlord or Tenant; and (b) to any Landlord or Tenant that shall be either a corporation, an association, a partnership or an individual, male or female, shall in all instances be assumed as though in each case fully expressed.

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- (D) The conditions, covenants, and agreements contained in this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. All covenants and agreements of this Lease shall run with the land for the Term of this Lease.
- (E) In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Lease, but this Lease shall be construed as if such invalid or illegal or unenforceable provisions had never been contained herein.
- (F) All rights and remedies of Landlord herein created or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as Landlord shall deem desirable.
- (G) The submission of this Lease for examination does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this Lease shall become effective only upon execution and delivery thereof by Landlord and Tenant.
- (H) This Lease is a shopping center lease, as contemplated by the United States Bankruptcy Code, as amended and such provisions thereof as are applicable to shopping center leases are applicable to this Lease.

**ARTICLE 32**  
**MERCHANTS' ASSOCIATION; PROMOTION OF SHOPPING CENTER**  
**INTENTIONALLY DELETED**

**ARTICLE 33**  
**NOTICES**

Notices and demands required or permitted to be given hereunder shall be given by personal delivery or overnight delivery or be sent by certified mail, postage prepaid, addressed, if to Landlord, at:

**BUTTERFIELD VILLAGE CENTER, L.L.C.**  
**P.O. BOX 1339**  
**St. Charles, Illinois 60174**  
**Attn: Andy Kobler**

or any other address of which Tenant may be notified in writing by Landlord; and if to Tenant at:

**STADIUM BAR AND GRILLE**  
**954 Black Walnut Trail**  
**Sugar Grove, IL 60554**  
**Attention: Sal Zeciri**

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Notices and demands shall be deemed to have been given when mailed, E-Mailed or FAXED or if made by personal delivery, then upon such delivery. Copies of any notices from Tenant to Landlord shall be sent to Steven R. Johnson of Langhenry, Gillen, Lundquist & Johnson, LLC at 311 S. County Farm Rd. Suite L, Wheaton, IL 60187

In the event of any omission by Landlord under this Lease that would give Tenant the right to terminate this Lease or to claim a partial or total eviction, Tenant shall not exercise any such right until it has given written notice (by United States certified mail, postage prepaid, or by overnight delivery of such act or omission to the then holder of the first mortgage or deed of trust lien on the building or portion of the building of which the Premises are a part (provided the name and address have been furnished to Tenant in each instance upon Tenant's written request and until such holder shall, following the giving of such notice, have failed within fifteen (15) days to commence and to pursue reasonable action to remedy such act or omission.

#### **ARTICLE 34 SECURITY DEPOSIT**

As additional security for the full and prompt performance by Tenant of all its obligations hereunder, Tenant agrees to pay Landlord upon execution of this Lease the Security Deposit **\$14,000.00 (Fourteen – Thousand- Dollars &00/100) (2) TWO** month's rent, receipt of which will be acknowledged by written receipt from Landlord, which sum may be applied by Landlord for the purpose of curing any default on the part of Tenant under any of the terms, covenants and conditions herein. Provided that Tenant is not then default under this Lease, Landlord shall promptly after the termination of this Lease return to Tenant the Security Deposit or such portion thereof as has not been applied by Landlord in accordance with this Section, provided that Landlord shall also be entitled to retain a portion of the Security Deposit equal to the estimated amount of any contingent obligation has not been satisfied either by payment by Tenant or application by Landlord of the retained portion of the Security Deposit. Landlord shall not pay Tenant interest on the Security Deposit. The Security Deposit is not transferable.

#### **ARTICLE 35 RECORDING**

Tenant shall not record this Lease. The parties agree that, upon request of either party each will execute, acknowledge and deliver a notice of lease or short form lease in recordable form approved by Landlord. Recording, filing and like charges and any stamp charge or recording, transfer or other tax shall be paid by the requesting party.

The aforesaid right shall only be available to Tenant if the term of this Lease exceeds five (5) years.

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**ARTICLE 36**  
**ATTORNEYS' FEES; COSTS**

In case Landlord, its officers, agents, or employees, or any of them, shall be made a party to any litigation commenced by or against Tenant, then Tenant shall pay all actual and reasonable costs, expenses and reasonable attorney's fees incurred or paid by Landlord, its officers, agents and employees in connection with such litigation. Landlord and Tenant shall also agree to pay all reasonable and actual costs, expenses and attorneys' fees that may be incurred or paid by the prevailing party and its respective officers, agents or employees in successfully enforcing the covenants and agreements of this Lease and in connection with any matters reasonably related hereto whether or not said attorney's fees, costs and expenses are incurred with or without litigation or arbitration of the dispute.

**ARTICLE 37**  
**LIENS**

Nothing contained in this Lease shall authorize Tenant to do any act which shall in any way encumber Landlord's title to the Shopping Center, the Project or the Premises, nor in any way subject Landlord's title to any claims by way of lien or encumbrance, whether claimed by operation of law or by virtue of any express or implied contract of Tenant. If Tenant has not removed any such lien or encumbrance within thirty (30) days after written notice to Tenant by Landlord, Landlord may pay the amount necessary to remove such lien or encumbrance, without being responsible for making any investigation as to the validity thereof, and the amount so paid shall be deemed additional rent reserved under this Lease due and payable upon demand. Nothing herein shall limit Tenant's right to contest a lien so long as Tenant provides sufficient security thereof.

**ARTICLE 38**  
**LIMITATION ON LANDLORD'S LIABILITY**

The obligations of Landlord under this Lease do not constitute personal obligations of the Landlord or the individual partners, members, directors, officers, agents or shareholders of the Shopping Center for satisfaction of any liability under or in respect of this Lease or for the satisfaction of Tenant's remedies for the collection of a judgment (or other legal process) requiring the payment of money by Landlord and no other property and assets of such Landlord or any partner, member, officer, director, agent, or shareholder, disclosed or undisclosed, shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or in respect of this case, the relationship of Landlord and Tenant under this Lease or Tenant's use of the land, buildings or any part of the Shopping Center, the Project or the use and occupancy of the Premises.

S.J.  
AK

**ARTICLE 39  
OPTIONS TO EXTEND**

Tenant shall have the option to extend the lease for Five (5) years, with notice given to Landlord at least Nine (9) months prior to the commencement date of the Five-Year Option. The commencement date of the Five-Year Options shall be the day following the last day of the initial term. The extended term will be on all of the terms and conditions of this Lease applicable at the expiration date; however, Tenant will have no further right to extend the Term other than as provided herein and the minimum rent, during any extension period will be the amounts set forth below. Tenant will not have any rights to extend this term under this paragraph, at the option of Landlord, if any default exists on the expiration date of the initial term or on the commencement date of the Five-Year Option or on the date on which Tenant gives its notice. Failure to extend this lease for the Five-Year Option effectively terminates Tenant's option to extend this Lease. Option period rent as follows:

<u>FIRST OPTION</u>		
<u>MINIMUM RENT</u>	<u>MONTHLY</u>	<u>YEARLY</u>
10-1-2020 TO 9-30-21	\$ 8,193.70	\$ 98,324.40
10-1-2021 TO 9-30-22	\$ 8,521.45	\$ 102,257.40
10-1-2022 TO 9-30-23	\$ 8,777.09	\$ 105,325.08
10-1-2023 TO 9-30-24	\$ 9,128.17	\$ 109,538.04
10-1-2024 TO 9-30-25	\$ 9,493.30	\$ 113,919.60

**ARTICLE 40  
EXCLUSIVE**

Landlord hereby covenants that it shall not execute another lease in the Shopping Center with another establishment which conducts any portion of its business as a Sports Bar.

The foregoing restrictions on use and occupancy shall be effective only so long as the premises are used for such purposes.

**ARTICLE 41  
TENANT'S FINANCIAL INFORMATION**

Within fifteen (15) days of Landlord's request and limited to the initial execution of the Lease and commencement of the option term or new Lease, Tenant agrees to provide Landlord with copies of profit and loss reports for the preceding two (2) years, regarding Tenant's financial status prepared and certified by a certified public accountant as well as the previous TWO (2) YEARS TAX RETURNS for this business. This provision shall not apply in the event Tenant is a corporation that is publicly traded on the New York Stock Exchange, on the American Stock Exchange, or on the National Association of Securities Dealers Automated Quotation system.

S.J.  
AK

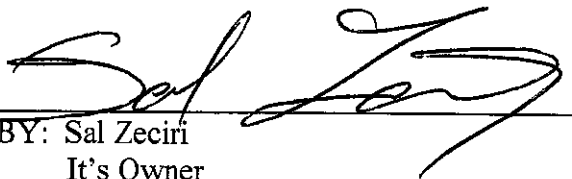
**ARTICLE 42  
LEASE EXHIBITS AND GUARANTY**

This Lease is expressly subject to the Lease Exhibits, "A, B, C, D, E, F, G and Personal Guaranty, attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

TENANT:


STADIUM BAR AND GRILLE  
1555 Butterfield Rd., Unit #117-123-125  
Aurora, IL 60502

  
BY: Sal Zeciri

It's Owner

Home Address: 954 Black Walnut Trail  
Sugar Grove, IL 60554  
Office Telephone # (630) 820-9655  
SS# 342-86-8662

3-5-2015  
Date

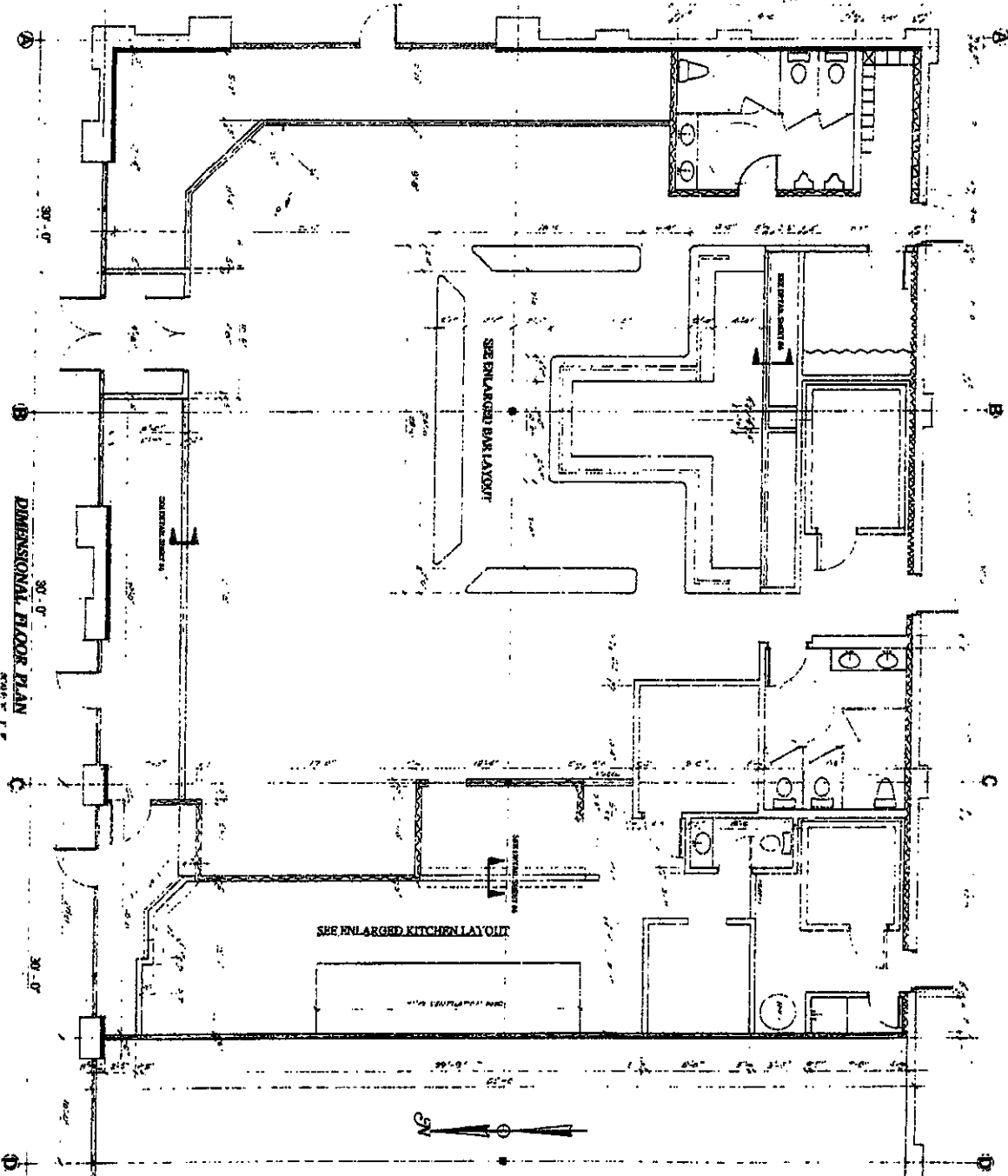
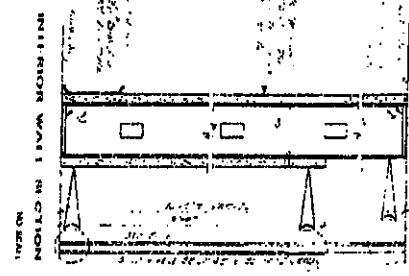
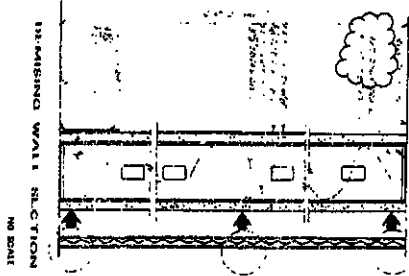
By:   
Andy Kobler, Manager of  
BUTTERFIELD VILLAGE CENTER, L.L.C.  
P.O. BOX 1339  
ST. CHARLES, IL 60174  
(630) 701-2110  
AKOBLER@COMCAST.NET

3-5-15  
Date

# EXHIBIT "A"

**LEGEND:**

DOORWAY WALL: 1/2" O.D. REINFORCING, 4" W.C., 3/8" THICK, 1" MIN. OVERLAP  
 INTERIOR WALL: 8" O.D. REINFORCING, 4" W.C., 3/8" THICK, 1" MIN. OVERLAP  
 EXTERIOR WALL: 12" O.D. REINFORCING, 4" W.C., 3/8" THICK, 1" MIN. OVERLAP  
 INTERIOR PARTITION WALL: 4" O.D. REINFORCING, 2" W.C., 3/8" THICK, 1/2" MIN. OVERLAP  
 EXTERIOR PARTITION WALL: 8" O.D. REINFORCING, 2" W.C., 3/8" THICK, 1/2" MIN. OVERLAP  
 CONCRETE FLOOR: 4" THICK, 12" O.D. REINFORCING, 4" W.C., 3/8" THICK, 1" MIN. OVERLAP  
 CONCRETE SLAB: 4" THICK, 12" O.D. REINFORCING, 4" W.C., 3/8" THICK, 1" MIN. OVERLAP  
 CONCRETE WALL: 8" O.D. REINFORCING, 4" W.C., 3/8" THICK, 1" MIN. OVERLAP  
 CONCRETE CEILING: 4" THICK, 12" O.D. REINFORCING, 4" W.C., 3/8" THICK, 1" MIN. OVERLAP



**DIMENSIONAL FLOOR PLAN**

**DO NOT SCALE DRAWINGS**



**EXHIBIT B**  
**LEGAL DESCRIPTION OF PROPERTY**

LOTS 3, 4, 5, 6 AND 7 IN BUTTERFIELD VILLAGE CENTER, A PLANNED UNIT DEVELOPMENT IN PART OF THE SOUTHWEST QUARTERS OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 6, 2006 AS DOCUMENT NUMBER 2006K060585, IN KANE COUNTY, ILLINOIS.

SZ ALK

## EXHIBIT C

### Landlord's Work - NONE

1. Tenant is accepting the Sports Bar and all the existing equipment, in where is and "as is" condition.
2. All existing equipment will stay owned by Landlord and will be rented to Tenant as part of the Lease, and will be maintained by Tenant.
3. Two (2) large hoods are included.
4. Five (5) HVAC roof top units are included.
5. A list of all other equipment , that is known, is added and attached.

SZAK

# JJ'S PRIME TIME PUB CONTENTS

3-3-15

Page 1 of 2

1. (1) Imperial Grill and Stand
2. (1) Imperial Stove - Serial # 03088705
3. (1) Duke Warming Cart
4. (2) American Deep Fryers
5. (1) Trug Refrigerator
6. (1) Middleby Marshall Gas Over - Serial #095610698
7. (1) Hobart Meat Slicer - Serial #561-082-007
8. (1) Welbilt Varimixer - Serial #2924060004
9. (1) Trug Freezer - Serial #702169
10. (1) Norpole Freezer - Model #NP1F
11. (1) pepsi Cooler - Serial #6914975 - *HABY RENTED*
12. (0) Acme Bench Dough Roller - Serial #20425
13. (1) Bevere Air - Serial #H501349
14. (1) Refrigerator Table - Serial #T4435-0
15. (1) Chest Freezer
16. (1) Tyler Walk in Cooler - Serial #051266DI
17. (1) International Cold Storage - Serial #03N9615 DI
18. (1) Haier Cooler - Serial #1309002480
19. (1) True Refrigerator (Behind Bar) - Serial #6957965
20. (1) Glass Tender - Serial #404T-55470
21. (1) Superior Tru Refrigerator - Serial #1-3159176
22. (1) Tru Refrigerator - Serial #1-3999935
23. (1) Superior Tru Refrigerator - Serial #1-3250734
24. (1) LaCross Bar Sink - Serial #AP164
25. (1) Krowng Bar Sink - Six (6) foot
26. (1) LaCross Bar Sink - Serial #11AA165
27. (105) Tall Chairs
28. (60) short Chairs
29. (17) Short Tables
30. (24) Tall Tables
31. (3) Large Tall Tables
32. (1) Perlick Barsink - #76389
33. (1) Perlick Shelf - #77167
34. (1) Perlick Shelf - #77164
35. (1) March Shelf - #77165
36. (1) March Shelf - #77168
37. Beer Taper - 8 Tabs ← *HABY RENTED*
38. Beer Taper - 10 Taps ←
39. Fager Meilter - Tap
40. Cash Register and Three (3) Monitor Stations *LAFFED*
41. (9) Storage Racks/Shelving
42. Dishwashing Station - Sink and Counters *SOME WAS RENTED*

*SJ. AK*

- 43. Kitchen Sinks
- 44. Dishes - Pots - Pans - Utensils
- 45. (4) Carts
- 46. (3) 120" Projection TV's
- 47. (9) 50" Flat Screen TV's
- 48. (2) 42" Flat Screen TV's
- 49. (3) Ladders (2 - 6' and 1 - 12')

Pepsi Dispenser - Serial #7401042KD181 *MABY RENTED*  
 Ice Tub - Serial #ZSI258818X *MABY RENTED*  
 Ice Tub - Serial #1214467 }  
 Ice Tub - Serial #1214465 } *MABY RENTED*  
 Ice Tub - Serial #1311727 }

*SJ. AK*

**EXHIBIT D**  
**SIGNAGE CRITERIA**

Landlord encourages exciting and individualistic signage as an integral part of the Tenant's storefront design.

1. The advertising of informative content of all signs shall be limited to letters designating the store name.
2. Box signs will not be permitted. The size of the letters shall be in proportion to the sizes of the sign as determined in accordance with the provisions of Paragraph 5b of this Exhibit. The letters shall be internally illuminated with translucent face with the Neon depth of the structure of the letters.
3. The character, design, color and layout of all signs shall be subject to Landlord's approval. It is acknowledged that Tenant's sign is an important part of Tenant's storefront design. Tenant's signage, therefore, is required to be submitted as part of Tenant's preliminary design submittal to Landlord.
4. Tenant shall be permitted to install only one (1) sign on the storefront of the Leased Premises fronting on the Building. Wiring for electric to sign if going through the roof and parapet wall must be sealed Landlord's roofer and paid for by Tenant.
5. All sizes shall be in accordance with the following requirements:
  - a. The sign and any part or parts thereof, except as otherwise provided in subparagraph "b" of this paragraph, shall be located within the physical limits of the storefront of the Leased Premises and located within the permitted sign area.
  - b. Small scale signs presenting store hours are permitted.
6. The fabrication, installation and operation of all signs shall be subject to the following restrictions:
  - a. All sign elements must be wireway mounted, wireway must match building color MAP 10C-4D, electrical transformers, crossovers and conduit to be housed on backside of fascia.
  - b. No flashing, moving, flickering and/or blinking illumination, animation, emission of audible sound, moving lights and/or floodlight illumination shall be permitted.
  - c. The name and/or stamp of the sign contractor or Sign Company or both shall be exposed to view.

S.J. AK

- d. Upon removal of any sign by Tenant, any damage to the masonry and EIFS wall will be repaired by Tenant or by Landlord at the Tenant's expense.
7. Sign permits, if required by governing ordinances, shall be obtained by Tenant, prior to field installation.
8. The following type signs are prohibited:
  - a. Paper signs and/or stickers utilized as signs.
  - b. Signs of a temporary character or purpose, irrespective of the composition of the sign material used thereof.
  - c. Outrigger and/or blade-type signs.
  - d. Moving signs.
  - e. Pylon or monument signs.
  - f. Exterior signs other than service door identification.
  - g. Holes to mount store front sign may only be drilled from the outside or front so brick front has minimum damage. Holes must also be sealed and caulked.
9. Notwithstanding anything to the contrary, in addition to the foregoing, all signage must comply with all applicable laws, including but not limited to all local ordinances of the governing authority in the city or village in which the Premises are located.

Tenant may have his sign company put Business name on both sides of the street sign, one (1) square on each side. Must be approved by Landlord and paid for by Tenant.

SJ, AK

**EXHIBIT F**  
**Insurance summary – Requirements**

**ANDY AND ARLENE KOBLER**  
**AS MANAGERS OF BUTTERFIELD VILLAGE CENTER, L.L.C.**  
P.O. BOX 1339, ST. CHARLES, IL 60174  
PHONE (630) 701-2149 FAX (630) 549-0893

**TENANT'S AGREEMENT TO PROVIDE INSURANCE TO LESSOR:**

**TENANT WILL PROVIDE EVIDENCE OF INSURANCE INCLUDING CGL, DRAM SHOP, WORKERS COMPENSATION, AND PROPERTY INSURANCE FROM AN APPROVED INSURANCE COMPANY, LICENSED IN THE STATE OF ILLINOIS, WITH NO LESS THAN AN "A" RATING AND WITH THE FOLLOWING:**

- 1. GENERAL LIABILITY: TENANT TO PROVIDE CERTIFICATE OF INSURANCE EVIDENCING LIMITS OF NO LESS THAN \$1,000,000 PER OCCURRENCE, \$2,000,000 AGGREGATE NAMING ANDY AND ARLENE KOBLER AND THE BUTTERFIELD VILLAGE CENTER, L.L.C. AS ADDITIONAL INSURED. THE INSURANCE PROVIDED SHALL BE PRIMARY AND NON-CONTRIBUTORY TO ANY INSURANCE AVAILABLE TO LANDLORD REGARDLESS OF OTHER INSURANCE CLAUSES.**
- 2. DRAM SHOP: MINIMUM OF \$1,000,000.00 (ONE-MILLION DOLLARS) TENANT TO PROVIDE CERTIFICATE OF INSURANCE EVIDENCING COVERAGE FOR LIQUOR LIABILITY NAMING ANDY AND ARLENE KOBLER AND THE BUTTERFIELD VILLAGE CENTER, L.L.C. AS ADDITIONAL INSURED AND PROVIDE COVERAGE IN COMPLIANCE WITH THE STATUTORY REQUIREMENTS OF THE STATE OF ILLINOIS**
- 3. WORKERS COMPENSATION: TENANT TO PROVIDE CERTIFICATE OF INSURANCE EVIDENCING LIMITS IN COMPLIANCE WITH THE STATUTORY REQUIREMENTS OF THE STATE OF ILLINOIS.**
- 4. TENANTS FIRE LEGAL LIABILITY: SAME AS IN PARAGRAPH 1 REGARDING INSURANCE COMPANY. THE LIMITS TO READ \$ 1,000,000.00 PER OCCURRENCE OR GREATER.**
- 5. PROPERTY AND BUSINESS INCOME INSURANCE: TENANT TO PROVIDE CERTIFICATE OF INSURANCE EVIDENCING INSURANCE ON A REPLACEMENT COST BASIS SUFFICIENT TO COVER TENANT'S BUSINESS PERSONAL PROPERTY AND FOR AT LEAST 12 MONTHS OF BUSINESS INCOME INSURANCE.**

*SZ. AK*

**EXHIBIT G**

**Financial Report and Tax Returns**  
**Of Tenant**

**TO BE ADDED BEFORE COMMENCEMENT OF LEASE**



**PERSONAL GUARANTY FOR LEASE AT**  
**1555 Butterfield Rd., Unit "117 - 123 - 125" Aurora, IL 60502**  
**The BUTTERFIELD VILLAGE CENTER**

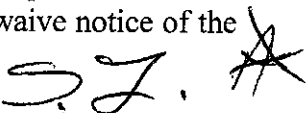
1 OF 2

The undersigned **Sal Zeciri**, individually and as owner of **STADIUM BAR AND GRILLE**, ("Tenant"), so as to induce Andy and Arlene Kobler, on behalf of **BUTTERFIELD VILLAGE CENTER, LLC**, ("Landlord"), to enter into that certain Lease with Tenant to which this Personal Guaranty is attached, hereby fully guarantees to Landlord the performance by Tenant of all Tenant's obligations, agreements, covenants, terms and condition under the Lease (including any and all extensions thereof, and all future modifications of or amendments to the Lease), including, but not limited to, the payment of all rent, operating expense contributions and items of additional rent, as if said obligations were the primary obligation of the undersigned.

This is an absolute, unconditional and continuing Guaranty intended to cover all obligations and indebtedness of Tenant to Landlord, and its successors and assigns under the Lease, for the full term of the lease, including rent, additional rent and all other costs, charges, and expenses, including attorney's fees, costs and expenses, due from Tenant to Landlord pursuant to the Lease (the "Indebtedness"), and shall continue in force notwithstanding any amendments to or changes in the Lease, any increases in said Indebtedness, any extensions, indulgences, assignments or subleases granted by Landlord, its successors or assigns, or any acceptance, application or release of any security that may be given to Landlord, its successors and assigns, by Tenant.

In the event Tenant shall fail to pay all or any part of the Indebtedness when due, the undersigned, Sal Zeciri, represents and warrants he shall be liable for and will pay Landlord, its successors or assigns, the amount due and unpaid by Tenant, including any damages, claims, demands, costs or expenses (including attorney's fees) which Landlord shall suffer or sustain or which shall arise in consequence of the nonpayment by Tenant of all or any part of the Indebtedness, in like manner as if such amount constituted the direct and primary obligation of the undersigned. Landlord, its successors or assigns, shall not be required, prior to any demand on, or payment by the undersigned, to make any demand upon or pursue or exhaust any of Landlord's or its successors' or assigns', rights or remedies against Tenant or others with respect to the payment of the Indebtedness, or to pursue or exhaust any of Landlord's or its successors, or assigns', rights or remedies with respect to any part of any security given to Landlord by Tenant.

Landlord, its successors and assigns, are authorized, without notice to the undersigned, to make any change or changes in the Lease consistent with law, and to grant any extensions of time and changes in the terms for payment of the indebtedness. The undersigned, Sal Zeciri, hereby agrees to waive any notice, demand, presentment and notice of dishonor of any evidence of debt, and also hereby agrees to waive notice of the acceptance of this Guaranty.



The discontinuance, discharge or release for any reason of all or any part of the obligations of Tenant or any one or more of the undersigned, or the waiver or acceptance by Landlord of any breach or default of Tenant, or the failure of any other person to sign this Guaranty, shall not release or limit the liability of the undersigned.

The payment by the undersigned of any amount pursuant to this Guaranty shall not in any way entitle the undersigned to any right, title or interest (whether by subrogation or otherwise) of the Tenant under the Lease, or to any security being held for any Indebtedness.

The undersigned hereby acknowledges full and complete notice and knowledge of all of the terms, conditions, covenants, obligations and agreements contained in the Lease at the time this Guaranty is executed and waives his right to be provided notice from the Landlord of any changes or modifications to the Lease in the future.

This Guaranty shall also bind the heirs, personal representatives and assigns of the undersigned and inure to the benefit of Landlord, its successors and assigns. The Guaranty shall be construed according to the laws of the State of Illinois, in which states it shall be performed by the undersigned.

Landlord and the undersigned intend and believe that each provision of this Guaranty comports with all applicable law. However, if any provision of this Guaranty is found by a court to be invalid for any reason, the parties intend that the remainder of this Guaranty shall continue in full force and effect and that any invalid provision shall be construed as if it were not contained herein and to allow the purpose of this Guaranty to be achieved as intended to provide Landlord with protection in the event of a default by the Tenant.



Tenant: Sal Zeciri  
Home Address: 954 Black Walnut Trail  
Sugar Grove, IL 60554  
Office #: (630) 820-9655  
Cell #: (630) 205-7330  
SS# 342-86-8662

Date: 3-5-2015

7AS # 3297858  
1555 UNIT 123B

**Butterfield Village Center, LLC**  
**P.O. BOX 1339**  
**St. Charles, IL 60174**  
**(630) 701-2110**  
**(630) 549-0893 – FAX**  
**AKOBLER@COMCAST.NET**

**March 5, 2015**

**Sal Zeciri paid \$7,500.00 To Andy Kobler.**

  
Sal Zeciri

3-5-15  
Date

\_\_\_\_\_  
Andy Kobler

\_\_\_\_\_  
Date