

## Lessor Agreement

This Lease Agreement (this "Lease") is dated February 1<sup>st</sup>, 2016, by and between Juan Guerrero ("Lessor"), and Fatima Sifuentes ("Lessee"). The parties agree as follows:

**PREMISES.** Lessor, in consideration of the lease payments provided in this Lease, leases to Lessee, Fatima Sifuentes (the "Premises") located at 31 S. Broadway, Aurora, IL 60505.

**TERM.** The lease term will begin on March 1<sup>st</sup>, 2016 and will terminate on March 31<sup>st</sup>, 2018. *2018* *F.S.* *Fatima Sifuentes*

**LEASE PAYMENTS.** Lessee shall pay to Lessor monthly installments of \$1,150.00, payable in advance on the first day of each month. Lease payments shall be made to the Lessor at 31 S. Broadway, Aurora, IL 60505, which address may be changed from time to time by the Lessor.

**SECURITY DEPOSIT.** At the time of the signing of this Lease, Lessee shall pay to Lessor, in trust, a security deposit of \$1,000.00 to be held and disbursed for Lessee damages to the Premises (if any) as provided by law. Security deposit will be refunded within 15 days after Lessee has returned the keys to lessor at termination of this contract.

**POSSESSION.** Lessee shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Lessor on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Lessee shall remove its goods and effects and peaceably yield up the Premises to Lessor in as good a condition as when delivered to Lessee, ordinary wear and tear excepted. If Lessee retains possession of the premises or any part thereof after the termination of the term by lapse for time or otherwise, then Lessor may at its option, so long as Lessee remains in occupancy of either (a) renewal of this lease for one year, or (b) creation of a month to month tenancy, upon the terms of this lease.

**USE OF PREMISES.** Lessee may use the Premises only as an Insurance Agency. The Premises may be used for any other purpose only with the prior written consent of Lessor, which shall not be unreasonably withheld. Lessee shall notify Lessor of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**EXCLUSIVITY.** Lessor shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary use of business is in, or may result in, competition with the Lessee's primary use of business. The Lessor hereby gives the Lessee the exclusive right to conduct their primary use of business on the property.

**PROPERTY INSURANCE.** Lessor and Lessee shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Lessor shall be named as an additional insured in such policies. Lessee shall deliver appropriate evidence to Lessor as proof that adequate insurance is in force issued by companies reasonably satisfactory to Lessor. Lessor shall receive advance written notice from the insurer prior to any termination of such insurance policies. Lessee shall also maintain any other insurance which Lessor may reasonably require for the

protection of Lessor's interest in the Premises. Lessee is responsible for maintaining casualty insurance on its own property.

**LIABILITY INSURANCE.** Lessee shall maintain liability insurance on the Premises. Lessee shall deliver appropriate evidence to Lessor as proof that adequate insurance is in force issued by companies reasonably satisfactory to Lessor. Lessor shall receive advance written notice from the insurer prior to any termination of such insurance policies.

#### **MAINTENANCE.**

Lessor's obligations for maintenance shall include:

- The roof, outside walls, and other structural parts of the building
- Lessor shall be responsible for all structural maintenance and repair, and for the maintenance and repair of all interior and exterior gas, water, and sewer pipes, as well as the roof, and foundation of the premises.

Lessee's obligations for maintenance shall include:

- The parking lot, driveways, and sidewalks, including snow and ice removal
- The sewer, water pipes, and other matters related to plumbing
- The electrical wiring
- The air conditioning system
- Lessee shall be responsible for its own janitorial, garbage removal, exterminating, and window washing services inside and outside, clearance of snow, ice and debris from sidewalk in front of the premises, all to be done on an "as needed basis" to keep the premises and such sidewalk in a clean, safe and first class condition for the benefit of Lessee and all other occupants of and visitors of the premises.
- All other items of maintenance not specifically delegated to Lessor under this Lease.

**UTILITIES AND SERVICES.** Lessee shall be responsible for all utilities and services incurred in connection with the Premises.

**TAXES.** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

**REAL ESTATE TAXES.** Lessor shall pay all real estate taxes and assessments for the Premises.

**TERMINATION UPON SALE OF PREMISES.** Notwithstanding any other provision of this Lease, Lessor may terminate this lease upon sixty days written notice to Lessee that the Premises have been sold.

**DEFAULTS.** Lessee shall be in default of this Lease if Lessee fails to fulfill any lease obligation or term by which Lessee is bound. Subject to any governing provisions of law to the contrary, if Lessee fails to cure any financial obligation within 5 days (or any other obligation within 7 days) after written notice of such default is provided by Lessor to Lessee, Lessor may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Lessor's rights to damages. In the alternative, Lessor may elect to cure any default and the cost of such action shall be added to Lessee's financial obligations under this Lease. Lessee shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Lessor by reason of Lessee's defaults. All sums of money or charges required to be paid by Lessee under this Lease shall be additional rent, whether or not such



sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**LATE PAYMENTS.** For each payment that is not paid within 1 days after its due date, Lessee shall pay a late fee of \$25.00 per day, beginning with the day after the due date.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**NON-SUFFICIENT FUNDS.** Lessee shall be charged \$35.00 for each check that is returned to Lessor for lack of sufficient funds.

**REMODELING OR STRUCTURAL IMPROVEMENTS.** Lessee shall have the obligation to conduct any construction or remodeling (at Lessee's expense) that may be required to use the Premises as specified above. Lessee may also construct such fixtures on the Premises (at Lessee's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Lessor which shall not be unreasonably withheld. Lessee shall not install awnings or advertisements on any part of the Premises without Lessor's prior written consent. At the end of the lease term, Lessee shall be entitled to remove (or at the request of Lessor shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

**ACCESS BY LESSOR TO PREMISES.** Subject to Lessee's consent (which shall not be unreasonably withheld), Lessor shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, Lessees or workers. However, Lessor does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Lessor may enter the Premises without Lessee's consent. During the final 180 days of this Lease, or any extension of this Lease, Lessor shall be allowed to display the usual "FOR RENT" signs and show the Premises to prospective Lessees, therefore, Lessee shall give Lessor 5 month notice whether or not Lessee will renew the contract for March 1<sup>st</sup>, 2018.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Lessee agrees to indemnify, hold harmless, and defend Lessor from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Lessor may suffer or incur in connection with Lessee's possession, use or misuse of the Premises, except Lessor's act or negligence.

**DANGEROUS MATERIALS.** Lessee shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Lessor is obtained and proof of adequate insurance protection is provided by Lessee to Lessor.

**COMPLIANCE WITH REGULATIONS.** Lessee shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Lessee shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**MECHANICS LIENS.** Neither the Lessee nor anyone claiming through the Lessee shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Lessee agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Lessee.

**ASSIGNABILITY/SUBLETTING.** Lessee may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Lessee (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Lessor, which shall not be unreasonably withheld.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LESSOR:**

Juan Guerrero  
73 N Root St.  
Aurora, IL 60505  
(630) 774-9932  
(630) 788-7289

**LESSEE:**

Fatima L. Sifuentes  
Seguromex Insurance  
Agency Inc.  
31 S. Broadway.  
Aurora, Illinois 60505  
(630) 264-4300

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Illinois.

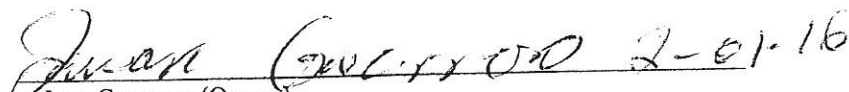
**ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the Amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

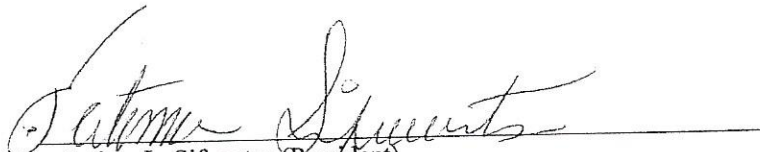
**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

**LESSOR:**

  
Juan Guerrero (Owner)

**LESSEE:**

  
Fatima L. Sifuentes (President)