

Fill in this information to identify the case:Debtor 1 Oak Creek Distribution LLC

Debtor 2 _____

(Spouse, if filing) _____

United States Bankruptcy Court Northern District of IllinoisCase number: 18-30055

FILED

U.S. Bankruptcy Court
Northern District of Illinois

1/23/2019

Jeffrey P. Allsteadt, Clerk

**Official Form 410
Proof of Claim**

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents**; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Heller VII Partnership LP & Heller VIII Partnershi</u>	
	Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	<u>Heller VII Partnership LP & Heller VIII Partnershi</u>	_____
	Name	Name
	<u>c/o Heller Industrial Parks, Inc. 205 Mill Road Edison, NJ 08837</u>	
	Contact phone <u>732-287-4880</u>	Contact phone _____
	Contact email <u>sroberts@hellerpark.com</u>	Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____	
	MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____						
7. How much is the claim?	\$ 1030050.90 <div style="float: right; text-align: right;"> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). </div>						
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information. Commercial warehouse lease – 7557 S. 78th Avenue, Bridgeview, IL						
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410–A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) <table style="width: 100%;"> <tr> <td style="width: 50%;">Value of property:</td> <td style="width: 50%;">\$ _____</td> </tr> <tr> <td>Amount of the claim that is secured:</td> <td>\$ _____</td> </tr> <tr> <td>Amount of the claim that is unsecured:</td> <td>\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</td> </tr> </table> Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable	Value of property:	\$ _____	Amount of the claim that is secured:	\$ _____	Amount of the claim that is unsecured:	\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Value of property:	\$ _____						
Amount of the claim that is secured:	\$ _____						
Amount of the claim that is unsecured:	\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)						
10. Is this claim based on a lease?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ 0.00						
11. Is this claim subject to a right of setoff?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Identify the property: Letter of Credit in the amount of \$25,000.00 – drawn						

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply.</i>	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
	<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies	\$ _____
<small>* Amounts are subject to adjustment on 4/1/19 and every 3 years after that for cases begun on or after the date of adjustment.</small>		

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

Check the appropriate box:

- ☒ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 1/23/2019
MM / DD / YYYY

/s/ Ellen M. Carpenter

Signature

Print the name of the person who is completing and signing this claim:

Name	<u>Ellen M. Carpenter</u>		
	<small>First name</small>	<small>Middle name</small>	<small>Last name</small>
Title	<u>Executive Vice President</u>		
Company	<u>Heller Industrial Parks, Inc., mgr for Creditors</u>		
Address	<small>Identify the corporate servicer as the company if the authorized agent is a servicer</small> <u>205 Mill Road</u> <small>Number Street</small> <u>Edison, NJ 08837</u> <small>City State ZIP Code</small>		
Contact phone	<u>732-287-4880</u>	Email	<u>ecarpenter@hellerpark.com</u>

**ATTACHMENT TO PROOF OF CLAIM
HELLER VII PARTNERSHIP, L.P. and HELLER VIII PARTNERSHIP, L.P.**

Oak Creek Distribution LLC, Case No. 18-30055

- **Basis of Claim** – 11 U.S.C. §502(b)(6) (Rent Reserved For One Year) and pursuant to the lease agreement, as amended
- **Calculation of Claim**

11/18/18-04/30/19 \$875,222.00/year payable \$72,935.17/month

\$72,935.17 x 5 months	\$364,675.85
\$72,935.17 / 30 days x 13 days	<u>\$ 31,605.24</u>
	\$396,281.09

05/01/19-11/17/19 \$964,270.75/year payable \$80,355.90/month

\$80,355.90 x 6 months	\$482,135.40
\$80,355.90 /30 days x 17 days	<u>\$ 45,535.01</u>
	\$527,670.41

Repairs and Restoration Pursuant to Sections 10.02, 10.03 and 24.01 of the Lease (Approx. – see attached Punch List)*	\$ 106,099.40
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<u>Total:</u>	\$1,030,050.90
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Less Credit for Letter of Credit Payment applied to rents due	(\$ 25,000.00)
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Total Claim	<u>\$1,005,050.90</u>
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* Subject to amendment once work is completed and final invoices are received.

MELTZER, PURTILL & STELLE LLC

ATTORNEYS AT LAW

Client No: 31900-011
Direct Dial: (312) 461-4321
E-mail: jgoldman@mpslaw.com

MPSLAW

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FACSIMILE (312) 987-9854

www.mpslaw.com

November 20, 2015

**VIA CERTIFIED MAIL/
RETURN RECEIPT REQUESTED**
7014 0510 0000 1861 9106

Heller VII Partnership, L.P. and
Heller VIII Partnership, L.P.
205 Mill Road
Edison, New Jersey 08837

Re: **Lease dated August 20, 2010, as Amended (the "Lease") between Heller VII Partnership, L.P. and Heller VII Partnership, L.P. ("Landlord") and Oak Creek Distribution, LLC ("Tenant") with Respect to the Building Located at 7557 S. 78th Avenue, Bridgeview, IL (the "Premises")**

Gentleman and Ladies:

We represent the Tenant and have been specifically authorized to send this letter on its behalf, and to bind Tenant hereto. Please be advised that in accordance with Section 2.02 of the Lease, Tenant is exercising its rights to extend the Lease for the second of three renewal options, for a renewal term of two (2) years.

Very truly yours,

MELTZER, PURTILL & STELLE LLC



Joy S. Goldman

JSG/kd

cc: Leo Schmidt (via email)

PRELIMINARY PUNCH LIST**DATE:** 12/10/2018**TENANT:** OAK CREEK DISTRIBUTORS, L.L.C.
254,425 SF PORTION OF THE 254M BUILDING**PREMISES:** 7557 & 7575 S. 78TH STREET
BRIDGEVIEW, IL**INSPECTED BY:** JOHN GRAHAM – HELLER INDUSTRIAL PARKS, INC.

Per Section 8.01 of the Lease, Tenant's Commercial General Liability insurance shall be extended to apply to the Punch List work being performed by Tenant, and Tenant's contractors shall carry Commercial General Liability Insurance relating to such work in the amount of at least \$1,000,000.00 per occurrence. (See Attached)

A. OVERHEAD DOORS**DOOR #1**

- 135 1 . Replace damaged view port window gasket.

DOOR #2

- 135 1 . Replace damaged view port window gasket.

DOOR #3

- 135 1 . Replace damaged view port window gasket.

DOOR #4

- 250 1 . Replace damaged left back panel on section #1.
-
- 135 2 . Replace damaged view port window gasket.

DOOR #5

- 486 1 . Replace damaged section #1.

DOOR #6

- 135 1 . Replace damaged view port window gasket.
-
- 135 2 . Repair inoperative dock light.

DOOR #8

- 486 1 . Replace damaged section #1.
-
- 250 2 . Replace damaged left back panel on section #2.
-
- 135 3 . Replace damaged view port window.

DOOR #9

- 486 1 . Replace damaged section #1.

DOOR #11

- 250 1 . Replace damaged left back panel on section #1.

OVERHEAD DOORS.....	13,834.00
LEVELERS.....	18,983.00
OFFICES.....	11,390.00
WAREHOUSE.....	29,584.00
EXTERIOR.....	19,864.00
HVAC.....	2,799.00
	<hr/>
	96,454.00
10%.....	9645.40
	<hr/>

TOTAL.....	106,099.40
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WAREHOUSE PRICE TO INCREASE WAITING ON COLUMN REPAIR SCOPE OF WORK
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*(OVERHEAD DOORS continued)*DOOR #13

- 75 1 . Re-attach damaged right roller bracket #1.
 250 2 . Replace damaged right back panel on section #4

DOOR #14

- 135 1 . Repair inoperative dock light.

DOOR #15

- 943 1 . Replace damaged sections #1 and #2.
 67 2 . Replace missing step plate.

DOOR #16

- 943 1 . Replace damaged sections #1 and #2.
 67 2 . Replace missing step plate.

DOOR #17

- 250 1 . Replace damaged left back panel on section #3.

DOOR #19

- 250 1 . Replace damaged right back panel on section #2.

DOOR #20

- 486 1 . Repair damaged section #1.

DOOR #21

- 67 1 . Replace missing step plate.

DOOR #23

- 67 1 . Replace missing step plate.
 130 2 . Re-attach dock light.

DOOR #25

- 486 1 . Repair damaged section #1.
 135 2 . Replace damaged view port window gasket.

DOOR #28

- 67 1 . Replace missing step plate.

DOOR #34

- 458 1 . Replace damaged section #2.

DOOR #35

- 970 1 . Replace damaged section #2 and #3.

DOOR #40

- 135 1 . Replace damaged view port window.

GENERAL NOTES:

- 4700
- All doors must be lubricated and properly adjusted.
 - All replacement parts must match existing type, manufacturer, etc.

B. DOCK LEVELERS / DOCK SEALS / DOCK LOCKS

LEVELER #2

- 250 1 . Repair damaged right leveler face frame.
- 250 2 . Repair damaged left 2nd stage toe guard.
- 680 3 . Repair damaged left dock seal.

LEVELER #3

- 1000 1 . Replace damaged left and right dock seals.

LEVELER #4

- 250 1 . Replace damaged right dock bumper.
- 1000 2 . Replace damaged left and right dock seals.

LEVELER #5

- INC 1 . Repair damaged leveler lip edge.
- 1000 2 . Replace damaged right and left dock seals.

LEVELER #6

- INC 1 . Repair damaged leveler frame.
- 1000 2 . Repair damaged left and right dock seals.

LEVELER #7

- INC 1 . Repair inoperative dock leveler.
- 1000 2 . Replace damaged left and right dock seals.

LEVELER #8

- 250 1 . Replace missing left dock bumper.
- 1000 2 . Replace damaged left and right dock seals.

LEVELER #9

- 680 1 . Repair damaged right dock seal.

LEVELER #15

- 680 1 . Repair damaged left and right dock seal.

LEVELER #18

- 250 1 . Replace damaged left dock bumper.

LEVELER #26

- INC 1 . Adjust leveler.

LEVELER #30

- INC 1 . Adjust dock leveler.

LEVELER #31

- INC 1 . Adjust dock leveler.

LEVELER #34

- 680 1 . Repair damaged left dock seal.

(DOCK LEVELERS / DOCK SEALS / DOCK LOCKS continued)

LEVELER #35

- 680 1 . Repair damaged right dock seal.

GENERAL NOTES:

- 1320 • Repair all Dock Lock Restraints to be fully operational and properly adjusted.
 3500 • All levelers must be fully operational and properly adjusted with all debris removed from leveler pits.
 • All replacement parts must match existing type, manufacturer, etc.
 3513 • Remove and Replace all damaged leveler Weather Seals

C. OFFICES (AREA-I)

LOBBY

- 288 1 . Repair one (1) inoperative exit light.
 250 2 . Replace damaged door trim to general office.

OFFICE #1

- 125 1 . Replace five (5) damaged ceiling tiles.
 350 2 . Remove and properly terminate all phone and data wires through-out.
 250 3 . Remove and properly dispose of all office furnishings through-out.

JANITORS CLOSET

- 438 1 . Inspect, test and service domestic "BACK -FLOW PREVENTER" to ensure proper operation or provide a current "passing" copy of the latest inspection report.

OFFICE #2

- 125 1 . Remove window treatments and make all applicable repairs.

OFFICE #3

- 125 1 . Replace five (5) damaged ceiling tiles.

OFFICE #5

- 50 1 . Replace one (1) damaged ceiling tile.
 125 2 . Remove window treatments and make all applicable repairs.
 150 3 . Repair / secure damaged handrail.
 100 4 . Repair damaged vinyl base at stairs.

OFFICE #5 TOILET

- 300 1 . Repair damaged sheetrock wall.
 350 2 . Repair inoperative toilet.
 125 3 . Replace missing toilet paper holder.

WOMENS TOILET

- 378 1 . Replace inoperative bathroom exhaust fan.

GENERAL OFFICE

- 275 1 . Remove window treatments and make all applicable repairs.
 225 2 . Replace 15 LN. FT. of missing cove base.

OFFICE #6

- INC 1 . Replace five (5) missing ceiling tile.

(OFFICES continued)OFFICE #7

- 75 1 . Replace two (2) damaged ceiling tiles.
- 300 2 . Remove and properly terminate all phone and data wires through-out.
- 200 3 . Remove and properly dispose of all office furnishings through-out.

BREAK ROOM

- 75 1 . Replace two (2) damaged ceiling tiles.

OFFICE #8

- 200 1 . Remove equipment from walls and make all applicable repairs.
- 325 2 . Remove and properly terminate all phone and data wires through-out.

OFFICES (AREA-II)LOBBY

- 100 1 . Repair one (1) inoperative exit light.

GENERAL OFFICE

- 600 1 . Repair four (4) inoperative fluorescent light fixtures.
- 115 2 . Replace one (1) missing fluorescent light lens.
- 325 3 . Replace ten (10) damaged/missing ceiling tiles.
- 375 4 . Remove all wall mounted fixtures and make all applicable repairs.
- 700 5 . Repair damaged sheetrock walls through-out.
- 225 6 . Remove and properly dispose of all office furnishings through-out.
- 388 7 . Replace damaged V.C.T. flooring.

BREAK ROOM

- 225 1 . Replace seven (7) damaged ceiling tiles.
- 275 2 . Remove all wall mounted fixtures and make all applicable repairs.
- N/C 3 . Remove and properly terminate vending machine.
- 400 4 . Replace 25 SQ. FT. of mismatched V.C.T. flooring.

WAREHOUSE TOILET

- 200 1 . Replace six (6) damaged ceiling tiles.
- 350 2 . Replace inoperative exhaust fan.
- 835 3 . Repair one (1) inoperative urinal.
- 788 4 . Repair/replace inoperative hot water heater.
- 285 5 . Replace six (6) mismatched ceramic wall tiles.

REMOTE WAREHOUSE TOILETS (AREA-II)D. WARHOUSE

- 250 1 . Repair one (1) roof leak.
- 300 2 . Repair one (1) inoperative exit light at warehouse office.
- 4050 3 . Repair nine (9) damaged steel columns.
- 600 4 . Remove all signage through-out.
- 350 5 . Replace twelve (12) dock light bulbs with proper type.
- 250 6 . Remove and properly terminate compactor at overhead door #14 and make applicable repairs.
- 300 7 . Remove abandoned conduit at overhead door #28.
- 550 8 . Repair holes in walls?

(WAREHOUSE continued)

- 8550 9 . Remove cobwebs through-out.
- 3575 10 . Remove staining from wall.
- INC 11 . Remove and properly dispose all trade fixtures and debris.
- 3575 12 . Broom sweep warehouse floor.
- 3895 13 . Remove stains from wash bay walls and floor.

GENERAL NOTES:

- 3339 • Clean all carpet, ceramic tile walls, toilet partitions, walls, ceilings and floors including all fixtures through-out.
- INC • Remove all non-fire related security equipment through-out.

E. EXTERIOR

WEST

- 850 1 . Replace one -hundred (100) damaged wood slats in fence.
- 2850 2 . Remove and properly dispose of trees and brush along fence line.
- 4250 3 . Remove vegetation from containment pond and provide positive pitch in low flow channel.

SOUTH

- 2400 1 . Repair four (4) inoperative building lights.
- 800 2 . Replace ninety (90) damaged wood slats on containment pond fence.
- 4889 3 . Replace 341 SQ. FT. of damaged asphalt.
- 250 4 . Repair damaged concrete steps to man door #1.
- 2000 5 . Replace twelve (12) damaged fence posts.
- 450 6 . Replace 30 LN. FT. of damaged chain link fence.
- 150 7 . Replace two (2) damaged leader elbows at O.H. DOORS #34 AND #37.
- 375 8 . Replace three (3) damaged canopy 'W' panels at O.H DOOR #37.
- 350 9 . Remove and properly terminate abandoned disconnect at O.H. DOOR #38.

• **GENERAL NOTE:**

Remove all litter and debris from lease line to lease line through-out.

F. HVAC

- 2799 Test, service and repair all H.V.A.C. equipment to ensure proper operation per the attached move-out inspection report.

G. SPRINKLER

Inspect, test and service all sprinkler equipment, including hose stations to ensure proper operation or provide a current "passing" copy of the latest inspection report.

H. KEYS

Return all keys properly tagged.

ALL REPLACEMENT PARTS AND OR COMPLETE ITEM MUST MATCH ORIGINALS. THIS INSPECTION WAS MADE WITH PORTIONS OF THE PREMISES CONCEALED BY TENANT'S PRODUCT, TRADE FIXTURES, EQUIPMENT, ETC. ALL AREAS COULD NOT BE FULLY INSPECTED AT THIS TIME. ACCORDINGLY, THIS IS A "PRELIMINARY LIST" OF REPAIRS REQUIRED BY TENANT. TENANT SHALL CONTINUE TO BE RESPONSIBLE FOR ANY DAMAGES WHICH MIGHT OCCUR AFTER THE DATE OF THIS INSPECTION OR BECOME VISABLE UPON REMOVAL OF TENANT'S PRODUCTS, TRADE FIXTURES, EQUIPMENT, ETC.

TENANT SHALL ALSO BE RESPONSIBLE FOR ANY AND ALL COSTS, EXPENSES, AND DAMAGES THAT LANDLORD MAY INCUR IF TENANT FAILS TO COMPLETE ALL PUNCH LIST ITEMS BY THE END OF TERM IN ACCORDANCE WITH SECTION 24.01 OF THE LEASE, INCLUDING WITHOUT LIMITATION ANY COSTS, EXPENSES, AND DAMAGES, SUCH AS LOST RENTS, RESULTING FROM CLAIMS MADE BY A SUCCEEDING TENANT BASED UPON SUCH FAILURE.

OAK CREEK DISTRIBUTORS, L.L.C.

HELLER INDUSTRIAL PARKS, INC.

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE made this 30th day of June, 2011 between

HELLER VII PARTNERSHIP, L.P. and **HELLER VIII PARTNERSHIP, L.P.**, both Delaware limited partnerships, having offices at 205 Mill Road, Edison, New Jersey 08837, hereinafter referred to as:

"LANDLORD"

and

OAK CREEK DISTRIBUTION, LLC, a Illinois limited liability company, having an office at 2650 Belvidere Road, Waukegan, IL 60085, hereinafter referred to as:

"TENANT"

W I T N E S S E T H:

WHEREAS, the parties hereto entered into a certain Agreement of Lease dated August 20, 2010 (the "Lease") leasing a Demised Premises which consists of a 254,425 square foot building, and additional land, located in the Village of Bridgeview, Town of Lyons, County of Cook, State of Illinois, said Demised Premises more particularly shown, identified and described in said Lease;

WHEREAS, the Tenant has determined that it does not require the installation by the Landlord of certain warehouse bathrooms at this time; and

WHEREAS, the parties wish to modify certain terms and conditions of the Lease as set forth in this First Amendment to Lease.

NOW THEREFORE, in consideration of the terms and conditions contained herein together with other good and valuable consideration, the parties hereto agree as follows:

1. All capitalized terms used in this First Amendment to Lease, not otherwise defined herein, shall have the meaning set forth in the Lease.

2. Article III of the Lease is hereby amended by deleting Section 3.03 in its entirety and replacing same with the following:

"Section 3.03. Work Subsequent to Commencement. Notwithstanding the provisions of Section 3.02, and provided that Tenant is not in an Event of Default under any of the terms and conditions of this Lease, item number 11 of the Landlord Work on Exhibit A (the "2011 Bathroom Work" or "Bathroom Work"), shall not be required to be performed prior to the Commencement Date but shall be completed within six (6) months after receipt of written notice from the Tenant to the Landlord that Tenant requires same. Notwithstanding the foregoing, during the last year of the Term or any Renewal Terms, Tenant shall not have the right to require Landlord perform the Bathroom Work. Tenant agrees to provide Landlord access to the premises to complete the Bathroom Work and Landlord agrees not to materially interfere with the conduct of Tenant's business in the completion of the Bathroom Work. Landlord shall substantially complete the Bathroom Work in a manner consistent with the provisions of the Lease relating to the Landlord Work."

3. Notwithstanding the provisions of Article V, Section 5.01 of the Lease, Landlord agrees that Tenant may in this limited circumstance take a credit against June 2011 Basic Rent in the amount of \$8,818.25. This sum represents the cost paid by Tenant to K.C.W. Environmental Conditioning, Inc. for work performed at the Demised Premises pursuant to the invoices # 0058331-IN, 0058381-IN and 0058455-IN.

4. Submission of this First Amendment to Lease for examination or signature of Tenant does not constitute an offer, reservation of, or option to lease; and this First Amendment to Lease will not be effective or binding upon the parties, until execution and delivery by both Landlord and Tenant.

5. Except as modified herein, all of the terms and conditions of said Lease, as amended, shall remain in full force and effect throughout the Term of this Lease and any extensions thereof.

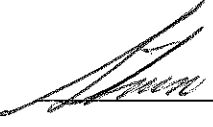
Handwritten signature




IN WITNESS WHEREOF, the parties hereunto set their hands and seals or caused these premises to be duly executed by their proper corporate officers the day and year first written above.

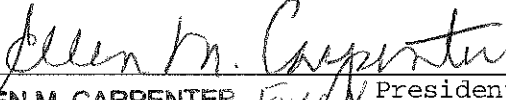
ATTEST:

HELLER VII PARTNERSHIP, L.P. and
HELLER VIII PARTNERSHIP, L.P.,
LANDLORD
By: Heller Industrial Parks, Inc.,
Manager




STEVEN I. KAUFMAN


Secretary

By: 

ELLEN M. CARPENTER, *Ex. V.* President

OAK CREEK DISTRIBUTION, LLC, **TENANT**

By: 

Leo G. Schmidt, Manager

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE made this 1st day of November, 2017
between

HELLER VII PARTNERSHIP, L.P. and **HELLER VIII PARTNERSHIP, L.P.**, both Delaware limited partnerships, having an office at 205 Mill Road, Edison, New Jersey 08837, hereinafter referred to as: "LANDLORD"

and

OAK CREEK DISTRIBUTION LLC, an Illinois limited liability company, having an office at 2650 Belvidere Road, Waukegan, Illinois 60085 hereinafter referred to as: "TENANT"

W I T N E S S E T H:

WHEREAS, the parties hereto entered into a certain Agreement of Lease dated August 20, 2010, as amended by a First Amendment to Lease dated June 30, 2011 and Second Amendment to Lease by way of letter agreement dated May 31, 2016 (collectively, "Lease"), leasing a Demised Premises that consists of a 254,425 square foot building, and additional land, located in the Village of Bridgeview, Town of Lyons, County of Cook, State of Illinois, said Demised Premises more particularly shown, identified and described in said Lease; and

WHEREAS, pursuant to the terms of the Lease, Tenant is currently in its Second Renewal Term, which is due to expire on April 30, 2018; and

WHEREAS, the parties hereto desire to amend and modify the Lease so as to correct a typographical error in Section 5.03 with respect to the amount of the monthly Gross Rent for the period May 1, 2017 through April 30, 2018; and

WHEREAS, Tenant desires to exercise its option to renew this Lease for the Third Renewal Period provided for in Section 2.02 under the terms and conditions set forth in the Lease and in this Third Amendment to Lease.

NOW THEREFORE, in consideration of the terms and conditions contained herein together with other good and valuable consideration, the parties hereto agree as follows:

1. All capitalized terms used in this Third Amendment to Lease, not otherwise defined herein, shall have the meaning set forth in the Lease.

2. Notwithstanding anything to the contrary in Section 5.03 of the Lease, the annual Gross Rent during the period May 1, 2017 through April 30, 2018 shall be as follows:

\$737,832.50/year payable \$61,486.04/month

3. By their signatures below, Landlord and Tenant hereby acknowledge and agree that Tenant has exercised its right of renewal for the Third Renewal Period commencing May 1, 2018 and continuing through April 30, 2021 under the terms and conditions set forth in the Lease and in this Third Amendment to Lease.

4. Notwithstanding anything to the contrary in Section 5.03 of the Lease, the annual Gross Rent during the Third Renewal Term shall be as follows:

05/01/18-04/31/19 \$ 875,222.00/yr payable \$72,935.17/mo (\$3.44 psf)
05/01/19-04/30/20 \$ 964,270.75/yr payable \$80,355.90/mo (\$3.79 psf)
05/01/20-04/30/21 \$1,053,319.50/yr payable \$87,776.63/mo (\$4.14 psf)

The parties hereto acknowledge that the above enumerated Gross Rent includes \$1.06/sf for real estate taxes (based on 2016 real estate taxes) and \$0.17/sf for insurance (based on Landlord's 2017 insurance premium for the Premises).

5. Taxes.

(a) Notwithstanding anything to the contrary in Section 6.01 of the Lease, during the Third Renewal Term, Tenant also shall pay the amount, if any, by which the real estate taxes ("Taxes") assessed against the Premises for each calendar year during the Third Renewal Term exceed the Tax Stop (as hereinafter defined). Promptly after Landlord's receipt of the final tax bill for each calendar year of the Third Renewal Term (which shall be received in the following

calendar year as Taxes are paid in arrears), Landlord shall deliver to Tenant a copy of the final tax bill for such calendar year and a computation of Tenant's actual liability for Taxes, taking into account the payments made by Tenant equal to the Tax Stop which constitutes part of the annual Gross Rent payable by Tenant ("Landlord's Tax Notice"). Within ten (10) business days following receipt of Landlord's Tax Notice, Tenant shall pay any amount owing for Taxes for the calendar year in question. Tenant's liability of the Taxes payable hereunder shall be prorated on the basis of a 365-day year for any portion of the Third Renewal Term which is less than a full calendar year. Tenant shall be responsible for payment of Taxes in accordance with Landlord's Tax Notice delivered after the expiration or termination of the Third Renewal Term applicable to that portion of the calendar year within the Third Renewal Term, provided that Landlord delivers Landlord's Tax Notice to Tenant no later than September 30th in the year following the year in which the Lease expires or terminates. As used herein, "Tax Stop" shall equal \$269,690.50 (representing the actual 2016 Taxes with respect to PINs 18-25-105-018-0000 and 18-25-313-010-0000), payable in twelve equal installments as part of the annual Gross Rent.

(b) Landlord shall, consistent with its past practices, use commercially reasonable efforts to contest the amount or validity, of any Taxes or to seek a reduction in the valuation of the Property assessed for tax purposes, by appropriate proceedings. If Landlord elects not to challenge any assessed valuation, Landlord shall so advise Tenant (by email at leo@hoboonline.com and jgoldman@mpslaw.com) at least five (5) Business Days prior to the date when any such challenge must be filed, and Tenant may, at its sole expense, undertake any such challenge it deems appropriate, and Landlord agrees to cooperate with Tenant in such efforts.

6. Insurance. Notwithstanding anything to the contrary in Article VII of the Lease, during the Third Renewal Term, Tenant also shall pay the amount, if any, by which Landlord's insurance premiums for the insurance coverages set forth in Section 7.01 ("Insurance") for each calendar year during the Third Renewal Term exceed the Insurance Stop (as hereinafter defined). Promptly after Landlord's receipt of the invoice for the Insurance premiums for each calendar year of the Third Renewal Term, Landlord shall deliver to Tenant a statement with a calculation of the actual premiums paid by Landlord for the coverage, taking into account the payments made by Tenant equal to the Insurance Stop which constitutes part of the annual Gross Rent payable by Tenant ("Landlord's Insurance Notice"). Within ten (10) business days following receipt of Landlord's Insurance Notice, Tenant shall pay any amount owing for Insurance premiums for the calendar year in question. Tenant's liability of the Insurance premiums payable hereunder shall be prorated on the basis of a 365-day year for any portion of the Third Renewal Term which is less than a full calendar year. Tenant shall be responsible for payment of Insurance premiums in accordance with Landlord's Insurance Notice delivered after the expiration or termination of the Third Renewal Term applicable to a calendar year of time within the Third Renewal Term, provided that Landlord delivers Landlord's Insurance Notice to Tenant no later than June 30th in the year the Lease expires or terminates. As used herein, "Insurance Stop" shall equal \$43,252.25 (representing the actual 2017 Insurance premiums with respect to PINs 18-25-105-018-0000 and 18-25-313-010-0000), payable in twelve equal installments as part of the annual Gross Rent.

7. Notwithstanding anything to the contrary in Section 26.18 of the Lease, Tenant warrants and represents to Landlord that it has not sought or engaged the services of any real estate broker with respect to the Third Renewal Period or this Third Amendment to Lease. Tenant covenants and agrees to defend and hold Landlord and Landlord's Manager, Heller Industrial Parks, Inc., harmless from any claim of any brokers other than NAI Hiffman and Illinois Property Solutions, Inc., including any broker Tenant may hire in the future, alleging to be entitled to compensation, finder's fee or commission pursuant to this Third Amendment to Lease or any future modification, amendment, renewal or extension of this Lease.

8. Notwithstanding anything to the contrary, the Lease does not and is not intended to confer any rights or remedies upon any person other than the parties.

9. Submission of this Third Amendment to Lease for examination or signature of Tenant does not constitute an offer, reservation of or option under the Lease; and this Third Amendment to Lease will not be effective or binding upon the parties until execution and delivery by both Landlord and Tenant.

BB

DRAFT #5 – 11-1-17 for execution

10. Except as modified herein, all of the terms and conditions of said Lease, as amended, shall remain in full force and effect throughout the Term of this Lease and any extensions thereof.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals or caused these premises to be duly executed by their proper corporate officers the day and year first written above.

HELLER VII PARTNERSHIP, L.P., and HELLER
VIII PARTNERSHIP, L.P., LANDLORD
By: HELLER INDUSTRIAL PARKS, INC.
Manager

WITNESS:

Shirleen A. Roberts
Shirleen A. Roberts

By: Brian Banaszynski
BRIAN BANASZYNSKI
PRESIDENT

Tenant's Representation. Tenant hereby represents and warrants to Landlord that Tenant is currently in good standing in accordance with all laws of the State in which Tenant was formed and of the State of Illinois, and further that the following person(s) in their duly authorized capacity as set forth in the legal documents governing the operation of Tenant, possess the legal right to enter into, execute, and bind Tenant to this Third Amendment to Lease.

WITNESS:

OAK CREEK DISTRIBUTION LLC, TENANT

Richard P. Solger
(Print Name Under Signature Line)
Richard P Solger

By: Leo G. Schmidt
Leo G. Schmidt, Manager

May 31, 2016

VIA ELECTRONIC MAIL ONLY

Mr. Leo Schmidt
Oak Creek Distribution L.L.C.
7557 South 78th Avenue
Bridgeview, IL 60455-1245

RE: Lease dated August 20, 2010, as amended
254,425 Square Foot Building
7557 South 78th Avenue, Bridgeview, IL

Dear Mr. Schmidt:

In follow up to your meeting with Brian Banaszynski on May 13th, this letter serves to confirm the parties' agreement as follows:

1. Landlord, at its sole cost and expense, will perform the work described and more particularly shown on the plan dated May 25, 2016 attached hereto as Exhibit F. Landlord shall perform such work in a commercially reasonable manner, and there shall be no reduction in Basic Rent or additional rent pending the completion of said work. Tenant shall: (a) cooperate with Landlord in Landlord's scheduling of such work, (b) provide Landlord reasonable access to the Demised Premises for the purpose of performing such work, (c) refrain from use and occupancy of the areas that are the subject of such work while Landlord performs such work, and (d) use all reasonable efforts to not unreasonably interfere with such work.

2. In consideration for Landlord's performing the work described in Paragraph 1 above, Landlord shall be relieved of its obligation to perform the Bathroom Work described in Section 3.03 of the Lease and shown on Exhibit A attached to the Lease.

3. The trailer restraints referenced on Exhibit F, upon installation, shall be considered a building fixture and become part of the Building, and Tenant shall deliver the restraints in as good condition and repair as when delivered to Tenant upon installation, subject to reasonable wear and tear, upon expiration or earlier termination of the Lease.

4. Except as modified herein, all other terms and conditions of said Lease, as amended, shall remain in full force and effect throughout the Term of this Lease.




Oak Creek Distribution L.L.C.
May 31, 2016
Page 2

Please sign and date two (2) copies of this letter where indicated below to confirm your agreement to the foregoing and return to the undersigned for signing on Heller's behalf. A fully signed copy will be returned to you for your files. Upon full execution and delivery to all parties, this letter agreement shall be deemed the Second Amendment to Lease.

Thank you.

Very truly yours,

HELLER VII PARTNERSHIP, L.P. and
HELLER VIII PARTNERSHIP, L.P., Landlord
By: HELLER INDUSTRIAL PARKS, INC., Manager


Frederick Kurtz, Vice President

FK:sar

ACKNOWLEDGED AND AGREED:

HELLER VII PARTNERSHIP, L.P. and
HELLER VIII PARTNERSHIP, L.P., Landlord
By: Heller Industrial Parks, Inc., Manager

By: 

DATED: 6/3, 2016

OAK CREEK DISTRIBUTION L.L.C., Tenant

LEO SCHMIDT

By: 

DATED: 06/01, 2016

(Print Name & Title Under Signature)

AGREEMENT OF LEASE

This Agreement of Lease ("Lease"), dated the 20th day of August 2010, between HELLER VII PARTNERSHIP, L.P. and HELLER VIII PARTNERSHIP, L.P., both Delaware limited partnerships, each having an office at 205 Mill Road, Edison, New Jersey 08837 (hereinafter designated as "Landlord"), and OAK CREEK DISTRIBUTION, LLC, a Illinois limited liability company having an office at 2650 Belvidere Road, Waukegan, IL 60085 (hereinafter designated as "Tenant").

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

ARTICLE I - DEMISE and PREMISES

Section 1.01. Demise and Premises. . Landlord does hereby demise and lease to Tenant and Tenant does hereby take and hire from Landlord all that certain tract or parcel of land and the 254,425 square foot building and improvements (the building and improvements hereunder collectively hereinafter designated as the "Building") erected thereon by Landlord, as provided herein, situate, located at 7557 S. 78th Avenue in the Village of Bridgeview, Town of Lyons, County of Cook, State of Illinois and shown on the plan(s) designated Exhibit A, annexed hereto and made a part hereof, the lands aforesaid being more particularly described on Exhibit B annexed hereto and made a part hereof. The Building consists of 254,425 square feet together with the fixtures and equipment therein and the appurtenances now or hereafter belonging or pertaining thereto, together with, the land under the Building, as well as land outside of the building area within the "Lease Line" as shown on Exhibit A (all referred to hereinafter as the "Demised Premises" or the "Premises").

TO HAVE AND TO HOLD for the Term and at the rents as herein provided, subject to the terms, covenants and conditions herein contained which each of the parties hereto expressly covenants and agrees to keep, perform and observe.

ARTICLE II - TERM and COMMENCEMENT**Section 2.01. Term and Commencement.**

- (a) **Term.** The term of this Lease is three (3) years, six (6) months ("Term").
- (b) **Commencement of Term.** The Term shall commence on November 1, 2010 (hereinafter designated as "Commencement Date") and shall terminate at 11:59 P.M. (prevailing time) on April 30, 2014. Notwithstanding the foregoing, the Tenant agrees that it shall turn the keys over to the Landlord at a mutually agreeable time on the termination date or the morning following the termination date.
- (c) **Commencement Date Agreement.** Within ten (10) days after the request of either party, Landlord and Tenant shall execute, acknowledge and deliver to each other duplicate originals of an agreement, in recordable form, setting forth the Commencement Date.

Section 2.02. Right of Renewal. Provided that no event of default either (i) of a monetary obligation then exists; or (ii) of a nonmonetary obligation, of which the Tenant has received notice pursuant to the requirements of this Lease, which event of default the Tenant is not in good faith seeking to cure, the Tenant is granted a right of renewal of this Lease as follows: At the option of the Tenant, the Term of this Lease may be extended for three (3) renewal period(s) of: (i) two (2) years; (ii) two (2) years; and (iii) three (3) years respectively, each by written notice to the Landlord at least five (5) months prior to the expiration of the Term, or any renewal Term thereof, as the case may be for the first two (2) renewal periods and at least six (6) months prior notice for the third (3rd) renewal period. Upon valid exercise of any such rights of renewal, the terms of this Lease shall remain in full force and effect except that Gross Rent shall be as stipulated in Section 5.03 and the Term shall include the exercised renewal term.

ARTICLE III - PLANS

Section 3.01. Plans. The parties hereto have approved plans of the Building (hereinafter called "Plans") attached hereto as Exhibit A.

I.H.F.&S. Multiple Occupancy Net Lease.

It is to be noted that the Demised Premises consist of the one-story building which encloses a total area of 254,425 square feet. The portion of said building demised by said Lease as shown on the Plans comprises 254,425 square feet (including 5,227 square feet of office area and 290 square feet of future warehouse bathroom to be constructed pursuant to Section 3.02).

The Demised Premises also includes the land under the portion of the building aforesaid, as well as land outside of the building area within the "Lease Line" as shown on Exhibit A. The Demised Premises are more particularly described in Exhibit B.

Section 3.02. Work Prior to Commencement. Prior to the Commencement Date, Landlord shall perform and complete the items described in "Work To Be Performed By Landlord" as specifically shown on Exhibit A and set forth on Exhibit E attached hereto and the Corrective Work (as hereinafter defined) (collectively, the "Landlord Work"). Landlord shall perform the Landlord Work in accordance with the Plans and all laws, codes rules and regulations applicable thereto for the Demised Premises ("Laws"), using materials consistent with the quality of the Building. Landlord shall proceed diligently and expeditiously to substantially complete the Landlord Work prior to the Commencement Date. If the Landlord Work (other than the 2011 Bathroom Work described in Section 3.03) is not substantially completed prior to the Commencement Date, there shall be a continuation of Free Gross Rent equal to the number of days after the Commencement Date Landlord is still working to substantially complete the Landlord Work. Landlord warrants the Landlord Work (except the 2011 Bathroom Work) against defects in materials and workmanship for a period of one year from the Commencement Date, or one year for the 2011 Bathroom Work from its substantial completion date. For purposes of this Lease the term "substantially complete" shall mean the date when the Landlord Work is sufficiently complete, that the Tenant can occupy or utilize the Demised Premises for the intended purpose without any substantial interference by reason of any failure of Landlord to finish the Landlord Work.

The Corrective Work shall consist of all work (i) necessary to cause the Demised Premises to be in compliance with all Laws applicable to the Building for general light industrial, warehouse and distribution center type use for storage of Class IV commodities ("General Use") without regard to Tenant's specific use as of the Commencement Date or (ii) necessary because of any inspection of the Premises required in connection with the issuance of a business license permitting the Tenant to occupy the Demised Premises for General Use purposes.

Landlord agrees to permit Tenant access to the Premises during the month of October, 2010 to begin the installation of Tenant's communications and security systems, racking systems storage of goods and completion of such other work as Tenant deems desirable. Tenant shall coordinate its entry on the Premises and use of the Premises with Landlord so as not to interfere with the Landlord's timely completion of the Landlord Work and shall, before such entry, provide Landlord with certificates evidencing the insurance coverage to be maintained by Tenant hereunder.

Section 3.03. Work Subsequent to Commencement. Notwithstanding the provisions of Section 3.02, and provided that Tenant is not in an Event of Default under any of the terms and conditions of this Lease, item number 11 of the Landlord Work on Exhibit A (the "2011 Bathroom Work"), shall not be required to be performed prior to the Commencement Date but shall be completed no later than December 31, 2011. Tenant agrees to provide Landlord access to the premises to complete the 2011 Bathroom Work and Landlord agrees not to materially interfere with the conduct of Tenant's business in the completion of the 2011 Bathroom Work. Landlord shall substantially complete the 2011 Bathroom Work in a manner consistent with the provisions of the Lease relating to the Landlord Work.

ARTICLE IV - LANDLORD'S COVENANTS

Section 4.01. No Waiver by Tenant. No act of Tenant, including the taking possession of the Demised Premises, shall constitute a waiver by Tenant of any of Landlord's obligations respecting the Building or to correct any defects in materials or workmanship as provided in this Lease.

Section 4.02. Landlord's Covenants Regarding Condition of the Demised Premises. Landlord represents, warrants and covenants that on the Commencement Date:

- i. The Building will be structurally safe and all mechanical, electrical, HVAC and plumbing equipment therein and all parts thereof (except such as may be installed by Tenant) will be in good working order and in compliance with all Laws, applicable to the Building for General Use;
- ii. To the best of the Landlord's knowledge the roof is free of any leaks;
- iii. The floor loading capacity is 500 pounds per square foot;
- iv. The sprinkler system in the Building meets the minimum performance levels indicated in Section 26.13(c);

I.H.F.&S. Multiple Occupancy Net Lease.

- v. All utilities serving the Demised Premises have been installed and paid for; and
- vi. All of Landlord Work shall be completed in accordance with the terms hereof.

ARTICLE V - RENT and PAYMENT

Section 5.01. Rent During Term. Landlord reserves and Tenant covenants to pay to Landlord during the Term of this Lease without demand or notice, and without any setoff or deduction, a net gross rental (herein called "Gross Rent" which includes real estate taxes and insurance procured by the Landlord) in advance on the first day of each and every month, as follows:

11/01/10 – 12/31/10	Free Gross Rent		
01/01/11 – 10/31/11	\$636,062.50/year	payable	\$53,005.21/month*
11/01/11 – 12/31/11	\$318,031.25/year	payable	\$26,502.60/month
01/01/12 – 10/31/12	\$636,062.50/year	payable	\$53,005.21/month
11/01/12 – 04/30/14	\$661,505.00/year	payable	\$55,125.42/month

* Gross Rent shall not commence until the Landlord Work has been substantially completed as set forth in Section 3.02 above..

Section 5.02. Payment of Rent. The Gross Rent and all additional moneys payable to Landlord under this Lease shall be paid at the above address of Landlord or at such other address or to any entity Landlord transfers the management of the real property leased hereunder to as may be specified by Landlord from time to time by notice given to Tenant.

Section 5.03. Gross Rent During Renewal Term(s). (a) In the event the Tenant shall exercise its option to renew this Lease for the renewal period(s) provided for in Section 2.02, the annual Gross Rent during the said periods shall be as follows:

First Renewal Term:

05/01/14 – 04/31/16	\$699,668.75/year	payable	\$58,305.73/month
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Second Renewal Term:

05/01/16 – 04/31/17	\$725,111.25/year	payable	\$60,425.94/month
05/01/17 – 04/30/18	\$737,832.50/year	payable	\$61,468.04/month

Third Renewal Term:

05/01/18 – 04/30/21 - The annual Gross Rent during the Third Renewal Term shall be a mutually acceptable Fair Market Rental Value of the Demised Premises;

In the event Landlord and Tenant cannot agree on a mutually acceptable Fair Market Rental Value by September 15, 2017; then Landlord and Tenant shall within five (5) working days thereafter, each appoint a professional appraiser (MAI) who shall have been actively working in the Bridgeview, Illinois area for at least five (5) years to determine Fair Market Rental Value. Fair Market Rental Value shall be based on premises like and similar to the Demised Premises in the Bridgeview, Illinois area in age, condition and functionality, for a term similar to the Third Renewal Term and take into account any economic concessions then being offered to tenants of quality similar to Tenant. The aforesaid appraisers shall have ten (10) working days to reach a decision.

In the event that a decision has not been reached by said appraisers within said ten (10) working days, said appraisers shall, within an additional five (5) working days, mutually select a third appraiser (MAI) who has been actively working in the Bridgeview, Illinois area for at least five (5) years, who shall render a decision with regard to Fair Market Rental Value within ten (10) working days of his appointment. Landlord and Tenant shall each pay the cost of its respective appraiser and share equally the cost of the third appraiser. In the event that the Fair Market Rental Value has not been established at least six (6) months prior to the expiration of the Tenant's Second Renewal Term, then the Tenant's right to renew for the third (3rd) renewal period shall be extended to five working (5) days after the establishment of the Fair Market Rental Value.

Notwithstanding the above, the annual Gross Rent during any renewal period(s) shall not be less than the Gross Rent paid upon expiration of the immediately preceding period.

Section 5.04. The first monthly installment of Gross Rent shall be payable by Tenant on the January 1, 2011. Subsequent monthly installments of Gross Rent shall be due and payable by Tenant on or before the first day of each month thereafter until the expiration of the Term. Gross Rent for the Fractional Month, if any, shall be prorated and shall be due and payable by Tenant on the first day of the month following the month in which the Commencement Date occurs.

Upon the execution of this Lease, Tenant shall deposit with Landlord a check in the amount of the first monthly installment of Gross Rent which shall be held by Landlord and returned non-negotiated to the Tenant upon Landlord's receipt of the Security Deposit as set forth herein.

ARTICLE VI – REAL ESTATE TAXES

Section 6.01. Real Estate Taxes. Landlord shall pay when due (or if being contested in good faith, before such date as would cause a forfeiture of the Premises) all real estate taxes and assessments levied or assessed against the property of which the Demised Premises forms a part.

ARTICLE VII – INSURANCE

Section 7.01. Insurance Procured by Landlord. Landlord agrees during the Term of this Lease to provide insurance coverage as follows:

- (i) Insurance on the Building and building equipment, fixtures and appurtenances, against loss and damage including coverage by an insurance policy with Agreed Amount Endorsement and Replacement Cost Endorsement, in an amount no less than One Hundred Percent (100%) of the full replacement value thereof (exclusive of cost of excavation and land) from time to time;
- (ii) Rent insurance covering the risks described in (i) above in the amount equal to the Gross Rent;
- (iii) Commercial General Liability Insurance for claims arising out of the ownership, operation and control of the Demised Premises as to liability of Landlord in limits of not less than Twenty-Five Million Dollars (\$25,000,000.00) combined single limit arising out of one occurrence. The Landlord may insure his liability under his Blanket Comprehensive General Liability Policy, Umbrella Liability Policy, and Environmental Impairment Liability Policy.

Landlord's procurement and maintenance of insurance covering any of the risks or damage which are the responsibility of Tenant under this Lease to remedy, repair and/or insure against shall not diminish, impair or derogate in any way whatsoever any of Tenant's obligations under this Lease or the waiver and release set forth in Section 7.04 below.

Section 7.02 Insurance Procured by Tenant.

(a) Tenant covenants and agrees to provide on or before the earlier of (i) the Commencement Date; or (ii) Tenant's, or any third party acting on behalf of Tenant, entering upon the Demised Premises for any purpose; and to keep in force during the Term and Renewal Term, if any, Commercial General Liability Insurance relating to the Demised Premises and its appurtenances on an occurrence basis, including a Contractual Liability Insurance Endorsement and a Tenant's Legal Liability Insurance Endorsement insuring the risk of Tenant's failure to perform Tenant's obligations under this Lease, including, but not limited to, Tenant's indemnity of Landlord herein, with minimum limits of liability in the amount of \$5,000,000.00 (inclusive of umbrella coverage) in respect of bodily injury or death and/or property damage combined. Said insurance shall be primary with respect to any loss.

(b) Tenant covenants and agrees to provide insurance coverage for any and all trade fixtures and personal property (including, but not limited to, any furniture, machinery, goods, products or supplies) of Tenant, which Tenant may have upon or within the Demised Premises. Landlord shall not be responsible to insure any of Tenant's trade fixtures or personal property.

(c) The aforesaid liability insurance coverage shall be issued in the name of Tenant naming Landlord, Heller Industrial Parks, Inc. as Manager, and any entity Landlord transfers the management of the real property leased hereunder to, as additional insureds. Said liability insurance coverage shall provide that it shall not be cancelable, nor shall the coverage thereunder be reduced, without at least thirty (30) days prior written notice to said additional insureds and shall be written by one or more responsible insurance companies satisfactory to Landlord, in form satisfactory to Landlord; all such insurance may be carried under a blanket policy covering the Premises or any other of Tenant's facilities. The minimum limits of such insurance shall in no way limit or diminish Tenant's liability pursuant to Article XX hereto. Tenant shall deliver to Landlord a certificate of insurance to show compliance with its obligations hereunder on or before the earlier of (i) the Commencement Date; or (ii) Tenant's entering upon the Demised Premises for any purpose and thereafter at least thirty (30) days prior to the expiration of each policy.

I.H.F.&S. Multiple Occupancy Net Lease.

Section 7.03. Fire Insurance Premiums and Requirements. Subject to Landlord's obligations under Section 10.01, Tenant agrees, at its own cost and expense, to comply with all requirements of the insurance carriers providing the insurance coverage in force pursuant to the provisions hereof and to the applicable sections of the "National Fire Codes" as published by the National Fire Protection Association, provided that Tenant shall not be liable for the installation of any upgrades to the sprinkler system or its components to increase the capacity beyond the performance standards set forth in Section 26.13(c) as a result of present or future Laws that govern similar buildings for General Use, however, the Tenant shall be responsible for the installation of any upgrades to the sprinkler system or its components that are required by or incident to the specific or unusual use of the Demised Premises by the Tenant. If, at any time, and from time to time, as a result of or in connection with any failure by Tenant to comply with the foregoing sentence or any act or omission or commission by Tenant, its employees, agents, contractors or licensees, or as a result of or in connection with the use to which the Premises are put the fire insurance premium(s) applicable to the Premises shall be increased as a result of such act, use, or occupancy; Tenant agrees it will pay to Landlord on demand as additional rent such portion of the premiums for all fire insurance policies in force with respect to the Demised Premises as shall be attributable to such act, use or occupancy.

Section 7.04. Waiver of Subrogation. Tenant hereby waives any right of recovery it might otherwise have against Landlord or its insurance company(ies) for losses or damages caused actively or passively, in whole or in part, by any of the risks Tenant is required to insure against in accordance with Section 7.04 above (whether or not such coverage is in effect).

Tenant shall obtain a waiver of subrogation endorsement, if necessary, to permit the waiver of subrogation and release as set forth herein in connection with any insurance coverage obtained by Tenant, it being understood that Tenant shall look solely to its insurer for reimbursement.

Landlord hereby waives any right of recovery it might otherwise have against Tenant or its insurance company(ies) for losses or damages caused by fire, acts of nature, the public enemy, civil commotion or other events beyond the reasonable control of Tenant to the extent said losses are paid by insurance.

Landlord shall obtain a waiver of subrogation endorsement, if necessary, to permit the waiver of subrogation and release as set forth herein in connection with any insurance coverage obtained by Landlord, it being understood that Landlord shall look solely to its insurer for reimbursement.

ARTICLE VIII - CONSTRUCTION OR OTHER WORK

Section 8.01. Conditions as to Repairs, Alterations or Other Work. Whenever any repairs, alterations, changes or other work in, on, to or about the Premises shall be made by either Landlord or Tenant as provided in this Lease:

- (i) The work shall be done in a good and workmanlike manner and in compliance with all applicable laws, ordinances and codes, and all applicable governmental rules, regulations and requirements, and in accordance with the standards, if any, of the Board of Fire Underwriters, or other organizations exercising the functions of a board of fire underwriters whose jurisdiction includes the Demised Premises;
- (ii) All materials and workmanship shall be of good quality, and in case of repairs, restoration, changes, additions, alterations or improvements, shall be at least equal to the original and consistent with the condition of the Premises at the Commencement Date, as to design, appearance, function and wearability;
- (iii) All said work shall be paid for as promptly as is practicable and consistent with good business practices under the then existing circumstances;
- (iv) Such work shall be done as promptly as is possible and practicable under the existing circumstances;
- (v) The Commercial General Liability Insurance provided for in Section 7.02 shall be extended by Tenant, if necessary, to apply to the work being done, and evidence thereof shall be delivered to the Landlord prior to the commencement of such work. Tenant's failure to have such insurance extended or its failure to provide such certificate shall in no way limit or diminish Tenant's liability pursuant to Article XX below;
- (vi) In the case of Tenant(s) contractor(s) performing such work, Tenant's contractor(s) shall carry Commercial General Liability Insurance relating to the work being done on an occurrence basis, with minimum limits of liability in the amount of \$1,000,000.00 in respect of bodily injury or death and/or property damage combined; evidence thereof shall be obtained by Tenant prior to the commencement of such work. The aforesaid liability insurance shall be issued in the name of Tenant's contractor(s) naming Tenant and Landlord as additional insureds and shall be written by one or more responsible insurance companies. The minimum insurance limits of Tenant's contractor(s), or such contractor(s) failure to obtain or retain such insurance, shall in no way limit or diminish Tenant's liability pursuant to Article XX below;
- (vii) The party doing or having work done shall carry or cause its contractors, if any, to carry worker's compensation insurance as required by law in connection with such work, and evidence thereof shall be delivered to the other party prior to the commencement of such work;

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- (viii) Title to all buildings, building fixtures and improvements erected and installed by Tenant (but not Tenant's trade fixtures, racking, and equipment, however the same may be attached to the realty) shall become the property of Landlord upon the expiration or earlier termination of this Lease;
- (ix) All work shall be done by licensed contractors, and to the extent required by any applicable local codes, shall be done pursuant to permits; and
- (x) Landlord agrees to join in the applications for all permits and authorizations whenever necessary.

ARTICLE IX - CONSTRUCTION LIENS

Section 9.01. Construction Liens Prohibited. Tenant shall not suffer any construction lien to be filed against the Demised Premises by reason of work, labor, services or materials performed or furnished to Tenant or to anyone holding the Demised Premises, or any part thereof, through or under Tenant. If any construction lien or any notice of intention to file a construction lien shall at any time be filed against the Demised Premises, Tenant shall at Tenant's cost, within fifteen (15) business days after knowledge or notice of the filing of any construction lien cause the same to be removed or discharged of record by payment, bond, order of a court of competent jurisdiction, or otherwise or provide other security reasonably acceptable to Landlord, such as a title insurance indemnity. Tenant shall in good faith pursue the removal or discharge of the construction lien and copy the Landlord on all correspondence regarding the lien.

Section 9.02. Landlord's Remedy for Tenant's Breach. If Tenant shall fail to remove or discharge any construction lien or any notice of intention to file a construction lien within the prescribed time, then in addition to any other right or remedy of Landlord, Landlord may, after prior written notice to the Tenant, at its option, procure the removal or discharge of same by payment or bond or otherwise. Any amount paid by Landlord for such purpose, together with all legal and other expenses of Landlord in procuring the removal or discharge of such lien or notice of intention and together with interest thereon at the Lease Interest Rate (as hereinafter defined) shall be and become due and payable by Tenant to Landlord as additional rent, and in the event of Tenant's failure to pay therefore within fifteen (15) days after demand, the same shall be added to and be due and payable with the next month's rent.

Section 9.03. Non-Consent of Landlord to Filing of Liens. Nothing contained in this Lease shall be construed as a consent on the part of Landlord to subject Landlord's estate in the Demised Premises to any lien or liability arising out of Tenant's use or occupancy of the Premises.

ARTICLE X - REPAIRS and MAINTENANCE

Section 10.01. (a) Landlord's Covenants. Landlord at its sole cost and expense shall make all necessary repairs to any defective condition in the Demised Premises, evidence of which shall appear or be discovered within twelve (12) months after the Commencement Date. Landlord shall not be liable under this Section however unless Tenant shall give Landlord notice specifying such defects or the need for remedying them on or before the last day of the twelfth month of the Term.

In addition, Landlord shall at its sole cost and expense during the forty-two (42) months after the Commencement Date repair the following: (a) potholes or cracks in the interior or exterior concrete slabs, the concrete finger dock and related ramp or exterior concrete parking area which present a differential of elevations of adjacent surfaces caused by heaving or settlement and which materially interfere with Tenant's regularly conducted operations; (b) outdoor underground, sanitary sewer or drainage systems; and (c) roof leaks. Landlord shall not be liable under this Section however unless Tenant shall give Landlord notice of the need for these repairs on or before the last day of said forty-two (42) month period.

(b) **Structural Components.** In addition Landlord at its sole cost and expense shall perform all necessary repairs to the Demised Premises with respect to the Structural Components of the Building, evidence of which shall appear or be discovered within forty-two (42) months after the Commencement Date, and shall repair all damage to the Demised Premises caused thereby. For the purpose of this paragraph, this term Structural Components shall be limited to the structural steel framing including roof framing, the foundations, and the masonry perimeter walls (excluding all windows, plate glass, and doors). Landlord shall not be liable under this Section however unless Tenant shall give Landlord notice specifying such defects or the need for remedying them on or before the last day of forty-second (42nd) month of the Term.

(c) **Alterations by Tenant.** Notwithstanding any of the above, if Tenant shall make any substantial modification(s), alteration(s), or replacements, structural or otherwise, to any portion of the Building, Landlord's obligations under this Section 10.01 shall not thereafter extend to the modification(s), alteration(s) or replacements or to any portion of the Building adversely affected by such Modification(s) or alteration(s).

(d) **Limited Liability of Landlord.** Landlord shall not be liable for any loss or damage, direct or consequential. Landlord shall not be required to make any repairs caused by Tenant's abuse or misuse, or lack of routine maintenance of the Demised Premises, such repairs shall be the responsibility of Tenant.



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(e) **HVAC Repairs.** In addition, Landlord shall be responsible for those repairs to the heating and air conditioning systems that are required above the \$10,000.00 per year aggregate maximum Tenant is responsible for pursuant to Section 10.02 below.

(f) **Extension of Guarantee Provisions.** Provided Tenant exercises its renewal options for the renewal periods in strict accordance with all terms and conditions contained in Section 2.02, Landlord agrees that the forty-two (42) month guarantee periods set forth in Sections 10.01(a) and 10.01(b) herein, shall be extended to cover the renewal term. If the Tenant does not exercise its renewal options in strict accordance with all terms and conditions contained in Section 2.02, then the Tenant, following the expiration of the forty-two (42) month guarantee periods, shall be responsible for the repair and maintenance of the items subject to the forty-two (42) month guarantee periods set forth in Sections 10.01(a) and 10.01(b) above; and

(g) All repairs by Landlord under this Article X shall be performed as soon as is practical after Landlord's receipt of notice for the need for such repair from Tenant.

Section 10.02. Tenant's Obligations. Subject to Landlord's obligations as set forth in this Lease and the limitations set forth below, Tenant shall at its cost and expense perform general maintenance and repairs to the Building and the Premises as follows:

- (a) Keep and maintain in good repair, including, but not limited to, all floor, doors, windows, dock levelers, heating, ventilating and air conditioning systems, electrical system or plumbing facilities;
- (b) Paint the interior of the Demised Premises and the exterior stairs, railings, personnel doors and frames and overhead door frames, however, Tenant shall only be required to paint those portions of the interior of the Demised Premises and the exterior stairs, railings, personnel doors and frames and overhead door frames of the Demised Premises that are currently painted, as may become necessary. Notwithstanding the foregoing, the Tenant shall not be responsible to paint the metal and fiberglass corrugated siding on the Premises;
- (c) Keep and maintain the Demised Premises in a clean and sanitary condition free from rubbish, flammable or other objectionable materials other than Tenant's Products (as defined in Section 15.01) to the extent permitted to be stored in accordance with General Use and applicable Law;
- (d) Perform all normal routine adjustments and maintenance on all equipment, including but not limited to filter changes, cleaning and lubrication of heating, ventilating and air conditioning systems;
- (e) Repair as required, all mechanical and working parts used in connection with doors, windows, dock levelers, the heating, air conditioning, electrical, plumbing and other systems;
- (f) Perform all normal routine and ordinary adjustments, maintenance, repairs and tests as required for the sprinkler system;
- (g) Mow and clear debris from all drainage facilities, ditches and detention areas, as well as, maintain the lawns, shrubbery, driveways and parking areas, including the keeping of the driveways, sidewalks and steps and parking areas free and clear of ice and snow;
- (h) Comply with all present and future applicable Federal, State and local laws, ordinances and codes and all applicable rules, regulations and requirements, including without limitations, those relating to environmental protection and the requirement set forth in the applicable sections of the "National Fire Codes" as published by the National Fire Protection Association; and pay any and all costs of compliance and all fines and penalties imposed upon Landlord, or consequential damages incurred, by reason of any violations thereof based upon the Tenant's specific use of the Premises. Notwithstanding the foregoing, if the requirements to comply with any present and future applicable Federal, State and local laws, ordinances and codes are of general application and govern similar buildings for General Use, the compliance obligation shall be the responsibility of the Landlord; and
- (i) Notwithstanding anything herein to the contrary, the parties hereto agree that Tenant's obligations with respect to the maintenance of the heating and air conditioning systems (excluding any installations or modifications made by Tenant) shall be limited to maintenance and repair only and shall be limited to an aggregate amount of \$10,000.00 during any twelve month period.

Without limiting the generality of the foregoing, Tenant acknowledges and agrees that it shall promptly repair any and all damage to the Demised Premises, whether caused by Tenant or Tenant's employees, agents, guests, invitees, licensees, subtenants, related persons, contract warehousemen (or similar), however caused, including, without limitation, any damage caused by the operation of forklifts or other equipment in or about the Demised Premises.

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Section 10.03. Landlord's Remedy for Tenant's Breach. In the event Tenant shall fail or neglect to comply with its obligations in this Article X, then Landlord or Landlord's agents may, after compliance with the notice requirements set forth in Article XIII hereof, enter in and upon the Demised Premises to make an inspection and remedy such condition, and Tenant agrees to reimburse Landlord for its actual cost to perform any of the foregoing (including 10% overhead), as additional rent, within ten (10) days of Tenant's receipt of an invoice for same. This provision is in addition to the right of the Landlord to terminate this Lease by reason of any default on the part of Tenant, and Landlord's remedies provided in Article XXI.

ARTICLE XI - FIRE, DAMAGE and DESTRUCTION

Section 11.01. Notice of Casualty, Continuation of Lease, Restoration. In the event of the total destruction of the Building or the Demised Premises by fire or otherwise during the Term created hereby, or in the event of such partial destruction thereof: (a) Tenant shall immediately notify Landlord in writing thereof; (b) upon receipt of said notice Landlord shall have its architect make a full and comprehensive report on the damage of the Premises and/or Building, and ascertain the number of days to complete the repair of the Building or Premises. Unless such damages can, in the opinion of Landlord's architect, be repaired within one hundred eighty (180) days after its occurrence, this Lease and the Term hereby created shall cease and become null and void from the date of such damage or destruction, and Tenant shall upon written notice from Landlord, then immediately surrender the Demised Premises and all interest therein to Landlord, and Tenant shall pay Gross Rent and any additional rent within said Term only to the time of such damage or destruction.

If, however, in such architect's opinion, the damage aforesaid can be repaired within one hundred eighty (180) days from the occurrence thereof, Landlord shall repair or rebuild the Demised Premises with all reasonable speed, and this Lease shall continue in full force and effect, and during the period that the Demised Premises or a portion thereof is not usable for the ordinary conduct of the Tenant's business Gross Rent and any additional rent shall abate pro rata to the portion of the Demised Premises which remains unusable in Tenant's reasonable business determination.

Notwithstanding anything contained in this Section 11.01 to the contrary, in no event shall Landlord be required to expend more to reconstruct, repair or restore the Building than the amount actually received by Landlord from the proceeds of the insurance carried by Landlord. If such amount or proceeds is insufficient to fully restore the Demised Premises, or if Landlord has failed to substantially complete the restoration within two hundred seventy (270) days from the date of the casualty, or if the casualty occurs within the last eighteen (18) months of the Term and can not be repaired within four (4) months (without regard to any renewal term that may have been exercised), then Tenant may within twenty (20) days of knowledge of the above dates terminate this Lease upon four (4) months written notice to Landlord.

ARTICLE XII - EMINENT DOMAIN

Section 12.01. Total Taking. In the event that any public authority or agency holding the power of eminent domain under applicable law shall at any time during the term of this Lease condemn or acquire title in lieu of condemnation of substantially all of the Demised Premises, this Lease and the Term hereby created shall terminate and expire as of the date upon which title shall vest in such authority, and Tenant shall pay Gross Rent and any additional rent only to the time of such vesting of title.

Section 12.02. Partial Taking. If there shall be only a partial taking or condemnation as aforesaid which shall not substantially prevent Tenant's ordinary conduct of its business from the Demised Premises, as reasonably determined by Tenant, this Lease shall thereafter continue as to the untaken part and Tenant shall be entitled to a reduction in the Gross Rent in such proportion and in such manner as shall be fair and equitable.

Section 12.03. Restoration by Landlord. If there shall be a partial taking and this Lease shall continue as to the remaining balance of the Demised Premises, Landlord, at its own expense and as promptly as practicable, shall restore the remaining building and land as nearly as may be practicable to their former condition, provided that if any restoration is not completed within one hundred twenty (120) days of the taking, then Tenant shall have the right to, within ten (10) days of the expiration of the one hundred twenty (120) day period, terminate this Lease upon at least thirty (30) days prior written notice to Landlord.



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Section 12.04. Award to Landlord. Landlord reserves the exclusive right to negotiate with the condemning authority with respect to any proposed award, and all damages and compensation paid for the taking under the power of eminent domain, whether for the whole or a part of the Demised Premises shall belong to and be the property of Landlord, except that Landlord consents to efforts by Tenant separately to seek additional compensation from the condemning authority for the loss of depreciated value of leasehold improvements installed by Tenant resulting from the taking, provided always, that Tenant hereby releases and disclaims any interest or right whatsoever in the award or compensation offered or paid by the condemning authority to the Landlord for the loss of the fee. There is expressly excluded from any right of compensation to the Tenant and the Tenant expressly waives, any claim against the condemning authority for diminution in the value of the leasehold.

Section 12.05. Notwithstanding any of the paragraphs above pertaining to eminent domain, there is expressly reserved to the Tenant the right to recover against the condemning authority for its actual reasonable expenses in moving its business from the Demised Premises and its actual direct losses in tangible personal property by virtue of the taking, all as contemplated in any relocation assistance legislation, rules and/or regulations adopted by the governmental agency having jurisdiction.

ARTICLE XIII - NOTICES

Section 13.01. Notices. Every notice required or permitted under this Lease shall, unless otherwise specifically provided herein, be given in writing and shall be sent by United States Certified Mail, return receipt requested, addressed by the party giving, making or sending the same to the Landlord at the address first above given, and to the Tenant at the Demised Premises or to such other address as either party may designate from time to time by a notice given to the other party. Notice shall be deemed to be given upon receipt, provided, however, that in the event a party shall refuse to accept delivery of said Certified Mail, the notice shall nevertheless be deemed to be given upon the date of refusal to accept delivery and further provided that if the postal service is unable to deliver said Certified Mail the notice shall nevertheless be deemed to be given as of the date of the Postal Service's second notice of attempted delivery. Notwithstanding the above, a notice of change of address shall not be effective until received.

Landlord may, at its option, substitute for service by United States First Class Certified Mail, service by Federal Express or similar overnight courier, provided that such courier obtains and makes available to its customers evidence of delivery. Notice given via such courier shall be deemed to be given upon receipt.

Copies of notices to Tenant shall also be delivered to Meltzer, Purtill & Stelle LLC, Attn: Joy Goldman, Esq., 300 South Wacker, Suite 3500, Chicago, Illinois 60606.

ARTICLE XIV - MEMORANDUM of LEASE

Section 14.01. Memorandum of Lease. Tenant shall not record this Lease, but if either party should desire to record a short form Memorandum of Lease setting forth only the parties, the Demised Premises and the Term, such Memorandum of Lease shall be executed, acknowledged and delivered by both parties upon notice from either party.

ARTICLE XV - USE

Section 15.01. Use. The Demised Premises shall be used and occupied by Tenant as an office, warehouse, and distribution facility for non-hazardous and non-caustic products. Notwithstanding the foregoing, Landlord acknowledges that from time to time some of the goods to be stored at the Demised Premises (which goods are to be sold in stores operating under the trade name "HOBO") may include: (i) "aerosols"; (ii) oil based paints and thinners; (iii) flammable glues or mastics; and (iv) cleaners or other solvents of the type used by consumers or in connection with a home improvement project (collectively referred to as "Tenant's Products"). Tenant's Products are: (i) to be handled, monitored, disposed of and stored in sealed containers in compliance with any applicable AER (as hereinafter defined in Section 26.25); and (ii) Tenant's Products shall be stored in quantities allowable by General Use and in compliance with all applicable Laws. The Demised Premises may also be used for record storage and an off-site computer facility.

This shall not be construed to restrict the Tenant's use of the Demised Premises for any lawful purposes in connection with its or its affiliates business, provided that such uses shall be in accordance with all applicable laws and do not damage the Building. Tenant shall not have the right to use the Demised Premises for the manufacturing, processing, transferring or piping of any liquid or storage of any Hazardous Materials other than the storage of the Tenant's Products.

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ARTICLE XVI - ASSIGNMENT, SUBLETTING, ETC.

Section 16.01. Assignment, Subletting, Etc. Tenant shall not sell, assign, mortgage, pledge, or, in any manner, transfer or encumber this Lease or any estate or interest hereunder (hereinafter designated as Assignment), or sublet the Demised Premises or any part thereof without the previous written consent of the Landlord which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, with respect to a corporation into which Tenant shall have been merged or consolidated or which shall have purchased all or substantially all of the assets of Tenant or the ownership interests of Tenant, such previous written consent by Landlord shall not be necessary. Landlord's consent shall also not be required in connection with any transfer of any ownership interests in Tenant among the existing principals, trusts established for their benefit, or to employees, or another entity in which one or more of the principals have an economic or ownership interest, or which controls or is controlled by Tenant. In the event of any Assignment of this Lease or subletting of the Demised Premises, Tenant, nevertheless, shall remain primarily liable for the payment of the Gross Rent and all additional rents, and the performance of Tenant's other covenants and obligations under this Lease including any amendments thereto. In the event of an Assignment of this Lease, the assignee shall assume, by written recordable instrument reasonably satisfactory to Landlord, the due performance of all of Tenant's obligations under this Lease. A true copy of such Assignment and the original assumption agreement or the sublease, as the case may be, shall be delivered to Landlord within ten (10) days of the effective date thereof. No Assignment shall be valid or effective in the absence of such assumption.

No consent to any Assignment of this Lease or subletting of any or all of the Demised Premises shall be deemed or be construed as a consent by Landlord to any further or additional Assignment or subletting. In connection with granting its consent to any assignment or subletting Landlord may consider the use by the proposed assignee or subtenant and the extent to which such use may adversely affect the Demised Premises by virtue of environmentally related factors or lessen the present or future value of the Premises or objectively increase risk or endanger the Building or the occupants thereof. Landlord shall not be required to consider any request for consent for an assignment or subletting if at the time of such request an event of default has occurred and is then continuing under the Lease. Tenant agrees to provide Landlord with access to the Demised Premises for inspection and testing thereof, as Landlord may deem appropriate.

Section 16.02. Landlord Waiver. Landlord agrees to execute a waiver of any landlord lien as may attach to Tenant's goods and property located on the Demised Premises for the benefit of any lender to Tenant, and to grant such lender certain rights of access for purposes of inspection and disposition of any such property, in substantially the same form attached hereto as Exhibit D.

ARTICLE XVII - WARRANTY of TITLE

Section 17.01. Warranty of Title. Landlord covenants, represents and warrants that Landlord on the Commencement Date will be the sole and absolute owner of the fee title to the Demised Premises and has the right to execute this Lease, and that on the Commencement Date there will be no liens affecting the Demised Premises, or any covenants, easements or restrictions adversely affecting Tenant's use of the Demised Premises except as set forth in Exhibit B. Such exceptions are herein referred to as Permitted Encumbrances.

ARTICLE XVIII - SUBORDINATION

Section 18.01. Subordination to Mortgages. At the option of the Landlord, this Lease shall either be:

- (a) Subject and subordinate to all mortgages which may now or hereafter affect the Demised Premises, and to all renewals, modifications, consolidations, replacements or extensions thereof; or
- (b) Paramount in priority as an encumbrance against the Demised Premises with respect to the lien of any mortgage which may now or hereafter affect the Demised Premises and to all renewals, modifications, consolidations, replacements and extensions thereof.

Section 18.02. Subordination, Non-Disturbance and Attornment Agreement. Tenant agrees, upon written request from Landlord, to execute with Landlord and the holder of any future mortgage on the Building, a Subordination, Non-Disturbance and Attornment Agreement substantially in the then current form of mortgagee. Landlord agrees, upon written request from Tenant, to use all reasonable efforts to have the holder of any future mortgage on the Building at the time of such financing execute a Subordination, Non-Disturbance and Attornment Agreement substantially in the then current form of mortgagee.

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Section 18.03. Tenant's Certificate. Tenant further agrees, upon the request of Landlord, to certify by written instruments duly executed and acknowledged to any mortgagee or purchaser, or any proposed mortgage lender, or purchaser, that this Lease is in full force and effect or, if not, in what respect it is not; that this Lease has not been modified, or to the extent to which it has been modified; that there are no existing defaults hereunder to the best of the knowledge of the party so certifying, or specifying the defaults, if any; and any additional statements of fact that may be reasonably requested or required from time to time by any mortgagee or purchaser, or any proposed mortgage lender or purchaser. Any such certification shall be without prejudice as between the Landlord and Tenant, it being agreed that any document required hereunder shall not be used in any litigation between Landlord and Tenant.

ARTICLE XIX - QUIET ENJOYMENT

Section 19.01. Quiet Enjoyment. Tenant, upon payment of the Gross Rent and all additional sums herein reserved and due, and upon the due performance of all of the terms, covenants and conditions herein contained on the Tenant's part to be kept and performed, shall and may at all times during the Term hereby granted peaceably and quietly enjoy the Demised Premises, subject, however, to the terms of this Lease.

ARTICLE XX - INDEMNIFICATION

Section 20.01. Indemnification of Landlord. Tenant agrees to indemnify and save Landlord harmless from and against all liability, and all loss, cost and expense (including any fines or penalties assessed against Landlord), including reasonable attorneys' fees, arising out of Tenant's use, operation, maintenance and control of the Premises or (a) any loss, injury or damage to the extent caused by Tenant, its employees or agents, (b) any breach of this Lease by Tenant, or (c) any contest or proceeding brought by Tenant as provided for herein. However, notwithstanding anything herein contained to the contrary, Tenant shall not be obligated or required hereunder, to hold harmless or indemnify Landlord from or against any liability, loss, cost, expense, or claim to the extent arising from any act, omission or negligence of Landlord or its agents, servants, employees or contractors.

Section 20.02. Indemnification of Tenant. Landlord agrees to indemnify and save Tenant harmless from and against all liability, and all loss, cost and expense, including reasonable attorneys' fees, arising out of Landlord's performance of Landlord's obligations under this Lease or any environmental condition existing on the Premises as of the date hereof. Landlord's liability under this Section 20.02 shall be limited to the extent such loss is paid by Landlord's liability insurance. Landlord covenants and agrees that during the Term of this Lease, Landlord shall maintain all insurance coverage in accordance with Section 7.01(a).

Section 20.03. Limitation of Liability. In no event under this Lease shall either Landlord or Tenant be liable to the other for any consequential, special or punitive damages. The provisions of this Section 20.01 shall survive the expiration or earlier termination of this Lease.

ARTICLE XXI - DEFAULTS and REMEDIES

Section 21.01. Tenant's Defaults. The occurrence of any of the following events shall constitute an event of default under this Lease:

- (i) Tenant's failure to pay, in full, any installment of Gross Rent or additional amounts payable under this Lease when it is first due;
- (ii) Tenant's failure to perform any of its obligations under this Lease (other than those contemplated by clause (i) of this Section 21.01) within thirty (30) days after the receipt of notice specifying the default, unless complete performance of such obligation within such thirty (30) day period is not possible using diligence and expedience, then within a reasonable time after Tenant's receipt of Landlord's notice, so long as Tenant shall have commenced performance of the work required to correct the default and Tenant shall continue to perform such remedy, diligently and expediently, through to completion of performance;
- (iii) The discovery that any representation made by Tenant in this Lease shall have been inaccurate or incomplete in any material respect on the date it was made;
- (iv) The sale, transfer or other disposition of any interest of Tenant in the Demised Premises, whether voluntarily or by way of execution or other legal process, except as permitted in Article XVI;
- (v) Tenant, if a corporation, shall cease to exist as a corporation in good standing in the state of its incorporation, or the state in which the Demised Premises is located, or Tenant, if a partnership or other entity, shall be voluntarily dissolved, fail to cure an involuntary dissolution upon Tenant learning of same or otherwise liquidated; or

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(vi) Tenant shall use any property adjoining the Demises Premises for any purpose whatsoever, without the written permission of the property owner and any third party who may have an interest in such property (including, without limitation, holding an interest as tenant, easement holder) or do any act (including, without limitation, the parking or staging of any vehicle) that interferes with the operations of Landlord, or any third party who may have an interest in property owned by Landlord or managed by Manager (including, without limitation, those holding an interest as tenant or easement holder), or any adjacent property owner.

Upon the occurrence of an event of default, Landlord shall deliver written notice to Tenant specifying the default (hereinafter "First Notice"). The First Notice shall allow a cure period of ten (10) days in the event of any default except that for any default set forth in (ii) above, there shall be a cure period of thirty (30) days. In the event Tenant fails to cure any default within the applicable cure period, Landlord may (x) cancel and terminate this Lease on not less than five (5) days written notice (hereinafter "Second Notice") to Tenant, and on the date specified in the Second Notice the Term of this Lease shall terminate and expire, and Tenant shall then quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided and/or (y) at any time thereafter re-enter and resume possession of the Premises by summary proceedings, an action in ejectment or by force or otherwise and dispossess or remove Tenant and other occupants and their effects and hold the Premises as if this Lease had not been made. Any and all payments made by Tenant to correct a default described in (i) above shall be made by Certified Check or Federal Funds. The Tenant agrees that the Second Notice, if in proper form and properly served, may constitute the required initial statutory notice.

Section 21.02. Landlord's Remedies. If this Lease shall be terminated or if Landlord shall be entitled to re-enter the Demised Premises and dispossess or remove Tenant under the provisions of Section 21.01, the Landlord, or Landlord's agents or servants, may immediately or at any time thereafter re-enter the Demised Premises and remove therefrom the Tenant, its agents, employees, servants, licensees, and any subtenants and other persons, firms or corporations, and all or any of its or their property therefrom, either by summary dispossess proceedings or by any suitable action or proceeding at law or by force or otherwise, without being liable to indictment, prosecution or damages therefore, and repossess and enjoy said Premises together with all additions, alterations and improvements thereto.

Section 21.03. Landlord's Damages. In case of such termination, re-entry, or dispossess or removal by summary proceedings or otherwise, the annual rent and all other charges required to be paid by the Tenant hereunder shall thereupon become due and be paid up to the time of such termination, re-entry, or dispossess or removal, and the Tenant shall also pay to the Landlord all reasonable expenses which the Landlord may then or thereafter incur for necessary legal expenses, attorneys' fees, brokerage commissions, and all other necessary costs paid or incurred by the Landlord for restoring the Demised Premises to good order and condition and for altering and otherwise preparing the same for re-letting. The Landlord may, at any time and from time to time, re-let the Demised Premises, in whole or part, either in its own name or as agent of the Tenant, for a term or terms which, at the Landlord's option, may be for the remainder of the then current Term of this Lease, or for any longer or shorter period, and (unless the statute or rule of law which governs the proceedings in which such damages are to be proved, limits or shall limit the amount of such claim capable of being so proved and allowed, in which case the Landlord shall be entitled to prove as and for liquidated damages and have allowed an amount equal to the maximum allowed by or under any such statute or rule of law) the Tenant shall be obligated to, and shall pay to the Landlord as damages, upon demand, and the Landlord shall be entitled to recover of and from the Tenant, at the election of the Landlord, either:

(a) liquidated damages, in an amount which, at the time of such termination, re-entry or dispossess or removal by the Landlord, as the case may be, is equal to the excess, if any, of the then present value of the installments of annual rent reserved hereunder, for the period which would otherwise have constituted the unexpired portion of the then current Term of this Lease, over the then present value of the market rental value of the Demised Premises for such unexpired portion of the then current Term of this Lease, discounted at the rate of six percent (6%) per annum; or

(b) damages (payable in monthly installments, in advance, on the first day of each calendar month following such termination, re-entry or dispossession, and continuing until the date originally fixed herein for the expiration of the then current Term of this Lease) in any amount or amounts equal to the excess, if any, of the sums of the aggregate expenses paid by the Landlord during the month immediately preceding such calendar month for all such items as, by the terms of this Lease, are required to be paid by the Tenant, plus an amount equal to the amount of the installment of annual rent which would have been payable by the Tenant hereunder in respect to such calendar month, had this Lease and the Demised Term not been so terminated, and had the Landlord not so re-entered, over the sum of rents, if any, collected by or accruing to the Landlord in respect to such calendar month pursuant to such re-letting or any holding over by any subtenants of the Tenant, plus the amount of the rental value of any portion of the Demised Premises occupied by the Landlord or any agent of the Landlord. Any suit for any month shall not prejudice in any way the rights of the Landlord to collect the deficiency for any subsequent month by a similar proceeding. The Landlord, at its option and at its expense, may make such alterations, repairs and/or decorations in the Demised Premises as in its reasonable judgment the Landlord considers advisable and necessary, and the making of such alterations, repairs and/or decorations shall not operate or be construed to release the Tenant from liability hereunder. The Landlord shall in no event be liable in any way whatsoever for failure to re-let the Demised Premises, or in the event that the Demised Premises are re-let, for failure to collect rent thereof under such re-letting; and in no event shall the Tenant be entitled to receive any excess of such annual rents over the sums payable by the Tenant to the Landlord hereunder but such excess shall be credited to the unpaid rentals due hereunder, and to the expenses of re-letting and preparing for re-letting as provided in this Section 21.03. Suit or suits for the recovery of such damages, or any installments thereof, may be brought by the Landlord from time to time at its election, and nothing herein contained shall be deemed to require the Landlord to postpone suit until the date when the Term of this Lease would have expired if it has not been terminated under the provisions of this Lease, or under any provision of law, or had the Landlord not re-entered into or upon the Demised Premises.

Section 21.04. Waiver of Redemption. Tenant hereby waives all rights of redemption to which Tenant or any person claiming under Tenant might be entitled, after an abandonment of the Premises, or after a surrender and acceptance of the Premises and the Tenant's leasehold estate, or after a dispossession of Tenant from the Demised Premises, or after a termination of this Lease, or after a judgment against Tenant in action in an ejectment, or after the issuance of a final order or warrant of dispossession in a summary proceeding, or any other proceeding or action authorized by any rule of law or statute now or hereafter in force or effect.

Section 21.05. Landlord Default. It shall constitute a "Landlord Event of Default" hereunder if Landlord fails to observe or perform one or more of the material terms, conditions, covenants or agreements of Landlord set forth in this Lease and such failure shall not be cured by Landlord within thirty (30) days after written notice thereof by Tenant specifying such failure (unless such failure requires work to be performed, acts to be done or conditions to be removed which cannot either by their nature or by reason of events of force majeure cannot reasonably be performed, done or removed, as the case may be, within such thirty (30) day period, in which case no Landlord Event of Default shall be deemed to exist so long as Landlord shall have commenced curing the same within such thirty (30) day period and shall continuously prosecute the same to completion with reasonable diligence for up to ninety (90) days following Tenant's initial notice to Landlord;

Section 21.06. Remedies upon Landlord Default. If a Landlord Event of Default shall occur, Tenant may elect to proceed with any one or more of the following remedies:

- (i) Tenant may proceed with appropriate judicial proceedings, either at law or in equity, to enforce the performance or observance by Landlord of the applicable provisions of this Lease and/or to recover its direct damages for breach thereof; and
- (ii) If the Landlord Event of Default renders the Premises materially untenable or substantially unsuitable for the continued conduct of Tenant's business as provided in this Lease in Tenant's reasonable business determination, Tenant may within thirty (30) days following the occurrence of a Landlord Event of Default, at its option, give notice to Landlord and any mortgagee terminating this Lease effective thirty (30) days following the date of such notice, and unless mortgagee or Landlord shall have materially cured the Landlord Event of Default within such period or demonstrated in good faith that the Landlord Event of Default will be cured within a commercially reasonable period, then this Lease shall expire and terminate as of the date specified in the notice given pursuant to this section as though that were the date fixed for the expiration of the Term, and Tenant shall immediately quit and surrender the Premises as required under the terms hereof.

Section 21.07. Costs of Enforcement. In any action brought by Landlord or Tenant to enforce the provisions of this Lease, the party prevailing in such action shall be entitled to reimbursement of its fees, costs and expenses, including reasonable attorneys' fees, from the other party.

ARTICLE XXII - BANKRUPTCY**Section 22.01.** Intentionally Deleted.**ARTICLE XXIII - CHANGES, ALTERATIONS**

Section 23.01. Changes or Alterations. Tenant may make nonstructural changes, alterations, additions and improvements to the Demised Premises (each an "Alteration"), however, if any Alteration will cost more than Fifty Thousand (\$50,000) Dollars or will affect the structural components of the Building, such Alteration shall require Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. Landlord may reasonably consider the effect the Alteration will have on:

- (a) the structural soundness of the Building;
- (b) any demonstrable and likely decrease in the present and future value of the Building or improvement;
- (c) a change in the type of use from General Use to a specialty type of building with a demonstrable and likely limited resale or re-letting market unless Tenant agrees to remove the Alteration and provides assurance of its financial ability to comply with the provisions hereof, in a form and content commercially reasonable to the Landlord; or
- (d) a material increase in risk, endangering the Building or occupants in the Building, or create or increase risk of contamination.

If the costs of any Alteration are greater than \$250,000 and Landlord requests, Tenant shall deliver to Landlord assurance, reasonably satisfactory to Landlord, of Tenant's financial ability to complete and pay for such Alteration. In any event, however, Tenant may, without Landlord's consent, make Alterations which are nonstructural changes and costing in each case less than \$50,000.00 (hereinafter called "Minor Alterations"). Tenant shall give written notice to Landlord of each change, alteration, addition and improvement estimated to cost more than \$50,000.00 and obtain Landlord's consent as provided herein. In the event, however, that as the result of any Alteration made by Tenant with or without Landlord's consent, the Building or any other part of the Demised Premises is damaged thereby, Tenant, at Tenant's sole cost, shall be obligated and responsible to repair said damage forthwith. Landlord shall have no obligation to make any repairs with respect to any Alteration made by Tenant. Tenant need not obtain or furnish Landlord any certificate of completion or otherwise (unless required by law) with respect to Minor Alterations. If any Alteration is the sole reason that any assessed valuation against the Demised Premises is increased and such increase in assessed valuation is directly attributable to the Alteration then the Tenant agrees to pay any taxes resulting from the increase in the taxes resulting from the Alteration (provided that with Landlord's consent and cooperation, Tenant may contest any such increased assessed valuation). With respect to any Alteration, Landlord shall notify Tenant at the time that such Alteration is made (whether a Minor Alteration or otherwise) whether Landlord will require that Tenant remove the Alteration and restore the Premises to the condition existing as of the Commencement Date, as nearly as may be practical, upon the expiration or sooner termination of this Lease.

ARTICLE XXIV - END OF TERM**Section 24.01. End of Term.**

(a) **Condition of the Demised Premises.** Tenant shall, on the last day of the Term, or upon its earlier termination, peaceably and quietly surrender and deliver up to Landlord the Demised Premises broom clean, including all buildings, alterations, rebuildings, replacements, changes or additions placed by Tenant thereon (except as expressly provided to the contrary in Section 23.01), with all equipment in or appurtenant thereto, in substantially the same condition and repair as when delivered to Tenant; subject, however, to reasonable wear and tear. Broken items or equipment; or anything rendered dysfunctional as a result of Tenant's abuse or misuse or Tenant's lack of routine maintenance, repair or replacement as required under Article VIII, Article X or elsewhere in this Lease shall not be included in any definition of reasonable wear and tear.

(b) **Removal of Trade Fixtures.** Notwithstanding anything to the contrary contained in this Lease, Tenant may remove all trade fixtures and equipment installed or paid for by it, however affixed to the realty. If any trade fixtures, equipment or personal property are not removed by the end or earlier termination of the Term, they shall be deemed abandoned if Landlord shall so elect, and if Landlord shall not so elect, it may cause the removal and storage of same at Tenant's risk and expense, but if the Term ends by reason of a condemnation or destruction of all or part of the Premises, Tenant shall have a reasonable time to effect such removal without being deemed to abandon said property. Tenant, at Tenant's cost, shall repair any damage caused to the Demised Premises by reason of such removal. All obligations of Tenant under this paragraph shall survive the termination of this Lease.

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(c) **Completion of Repairs.** Any repair or restoration required to be performed by Tenant in order for Tenant to comply with its obligations under this Section 24.01 shall be completed on or before the stated expiration of the Term ("End of Term"). On or about thirty (30) days prior to the End of Term, representatives of Landlord and Tenant shall inspect the Demised Premises to determine the extent of any required repair or restoration. Landlord shall have the right to inspect the Demised Premises to determine whether Tenant has completed such work prior to the End of Term and Tenant shall surrender the Demised Premises in the condition required under the Lease.

Section 24.02. Landlord's Right to Inspect and Exhibit Signs. Tenant shall permit Landlord or its agents to enter the Demised Premises during business hours upon reasonable prior oral notice to Tenant (and Landlord agrees to minimize the interference with the conduct of Tenant's business while on the Demised Premises) for the purpose of inspecting or showing the Demised Premises to persons wishing to purchase the same and, at any time within five (5) months prior to the expiration of the Term, to persons wishing to rent same; and Tenant shall, within five (5) months prior to the expiration of the Term, permit the usual notice of "To Let", "For Rent" and "For Sale" to be placed at reasonable locations on the Demised Premises and to remain thereon without hindrance and molestation.

ARTICLE XXV - ARBITRATION

Section 25.01. Intentionally Deleted.

ARTICLE XXVI - GENERAL PROVISIONS

Section 26.01. No Damage. The Tenant covenants not to do or suffer any damage, or injury to any building or improvement now or hereafter on the Demised Premises, or the fixtures and equipment thereof, or permit or suffer any overloading of the floors, in excess of Section 4.02 (iii).

Section 26.02. Landlord's Liability. If Landlord shall breach any of the provisions hereof, Landlord shall only be liable to Tenant for monetary damages and Landlord's liability shall in no event exceed the Landlord's interest in the Demised Premises as of the date of Landlord's breach; and Tenant expressly agrees that any judgment or award which it may obtain against Landlord shall be recoverable and satisfied solely out of the right, title and interest of Landlord in the Demised Premises and Tenant shall have no rights of lien or levy against any other property of Landlord, nor shall any other property or assets of the Landlord be subject to levy, execution or other enforcement proceedings for the collection of any such sums or satisfaction of any such judgment or award.

Section 26.03. Partial Invalidity. If any term or provision of this Lease or the application thereof to any party or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

Section 26.04. No Waiver. Except as may otherwise be specifically set forth in this Lease, the failure of either party at any time or times, to require performance of any provision(s) of this Lease shall in no manner affect the right at a later time to enforce the same. One or more waivers by either party of the obligation of the other to perform any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition.

The receipt of rent by the Landlord, with knowledge of any breach of this Lease by the Tenant or of any default on the part of the Tenant in the observance or performance of any of the conditions or covenants of this Lease shall not be deemed to be a waiver of any provision of this Lease. Neither the payment by Tenant of a lesser amount than the installments of Gross Rent, additional rent or of any sums due hereunder, nor any endorsement or statement on any check or in any letter accompanying a check for payment of Gross Rent, additional rent or other sums payable hereunder, shall be deemed to create an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or other sums or to pursue any other remedy available to Landlord. Neither the acceptance of the keys nor any other act or thing done by the Landlord or any agent or employee during the Term herein demised shall be deemed to be an acceptance of a surrender of said Premises (nevertheless, if the Tenant has completely vacated the Demised Premises on the termination date and delivered keys to the Landlord, Tenant shall not be deemed a holdover tenant by the Landlord), excepting only an agreement, in writing, signed by the Landlord accepting or agreeing to accept such a surrender.

Section 26.05. Number and Gender. Wherever herein the singular number is used, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.

I.H.F.&S. Multiple Occupancy Net Lease.

Section 26.06. Successors and Assigns. The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the respective parties and their successors and assigns.

Section 26.07. Article and Marginal Headings. The article and marginal headings herein are intended for convenience in finding the subject matters, are not to be used in determining the intent of the parties to this Lease.

Section 26.08. Entire Agreement. This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect. This Lease shall not be modified in any way or terminated except by a writing executed by both parties.

Section 26.09. Obligations also Covenants. Whenever in this Lease any words of obligation or duty are used, such words or expressions shall have the same force and effect as though made in the form of covenants.

Section 26.10. Cost of Performing Obligations. The respective obligations of the parties to keep, perform and observe any terms, covenants or conditions of this Lease shall be at the sole cost and expense of the party so obligated.

Section 26.11. Remedies Cumulative. The specified remedies to which the Landlord or Tenant may resort under the Terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Landlord or Tenant may be lawfully entitled in case of any breach or threatened breach of any provision of this Lease.

Section 26.12. Holding Over. If Tenant holds over after the expiration or earlier termination of this Lease, and if Tenant is not otherwise in default hereunder, such holding over shall not be deemed to create an extension of the Term, but such occupancy shall be deemed to create a day-to-day tenancy at a rental rate of 150% of the then current Gross Rent, and on the same terms and conditions as are in effect on the date of said expiration or earlier termination.

Section 26.13. Utilities.

(a) **Utility Lines.** Landlord shall be responsible for bringing all utilities and utility services to the Building and connecting them to the interior lines installed in the Demised Premises. Such utilities shall be gas, water, sewer and electricity. Tenant shall be responsible to bring any other utility, utility service, or communication service to the Demised Premises.

(b) **Utility Charges.** Tenant shall undertake and be responsible for having all utilities metered in its name in the Demised Premises and agrees to pay all charges for same directly to the respective utility companies throughout the demised Term. Such utilities include the utilities listed in (a) above as well as any other utility, utility service, or communication service obtained or used by Tenant or rendered or supplied to Tenant.

(c) **Sprinkler Monitoring Service.** Notwithstanding anything herein to the contrary, Tenant shall be required, at its sole cost and expense, to use the two (2) existing Sprinkler Monitoring Services for the Sprinkler System (including a low temperature sensor) and Smoke Detectors at the Demised Premises. The Landlord represents that the two (2) existing Sprinkler Monitoring Services are in good working order, they monitor the entire Demised Premises and they are in compliance with applicable Laws.

The existing sprinkler system in the Demised Premises was designed to provide .482 gallons per minute over the most remote 2,000 square feet.

(d) **Railroad Siding.** The parties hereto acknowledge that although Railroad Siding exists on the Demised Premises, Tenant does not presently require said Railroad Siding in connection with its use of the Demised Premises and shall not be obligated to maintain said Railroad Siding.

Section 26.14. Signs.

(a) **Erection of Signs.** Tenant shall have the right and privilege of erecting signs for advertising purposes in connection with its business at the Demised Premises provided, however, that no sign shall be erected on the roof and that all signs comply with the applicable rules and regulations of the applicable governmental boards and bureaus having jurisdiction thereof, and Tenant shall remove same at the expiration or sooner termination of this Lease. Notwithstanding the above, Landlord shall have the right to order the removal of such signs if, in its reasonable judgment, the content or design of said signs are not in harmony with the character of the Building or the surrounding locale. In such case, Tenant shall promptly remove same.

(b) **Repair of Damage.** Tenant shall be responsible for any damage caused by said signs and any damage so caused shall be repaired forthwith at Tenant's sole cost and expense. In the event any sign erected by Tenant is removed during the Term of this Lease or at the expiration or earlier termination thereof, Tenant shall repair any damage whatsoever caused by the removal at Tenant's sole cost and expense.

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Section 26.15. Force Majeure. The period of time during which the Landlord or Tenant is prevented from performing any act required to be performed under this Lease by reason of fire, catastrophe, labor difficulties, strikes, lock-outs, civil commotion, acts of God or of the public enemy, governmental prohibitions or preemptions, embargoes, inability to obtain materials or labor by reason of governmental regulations or prohibitions, or other events beyond the reasonable control of Landlord or Tenant, as the case may be, shall be added to the time for performance of such act.

Section 26.16. Vacancy or Abandonment. In the event that the Demised Premises shall become vacant as the result of being vacated or abandoned by Tenant during the Term with no intent to return or if such vacancy or abandonment shall exist for a period of seven (7) months, Landlord may re-enter the same, either by force or otherwise, without being liable to prosecution therefor and re-let said Demised Premises as agent of Tenant and receive the rent therefore and apply the same first to payment of such expenses as Landlord may be put to in re-entering and then to payment of rent due under this Lease. In addition, such vacancy or abandonment shall constitute a default under Section 21.01. In any event, Tenant shall remain liable for any deficiency.

Landlord agrees that the Building shall not be deemed vacant or abandoned if Tenant:

1. shall inspect the Demised Premises at least once a month;
2. continues the sprinkler monitoring services;
3. continues to maintain the Demised Premises; and
4. continues to pay Basic Rent and all other amounts when due.

Section 26.17. Governing Law. The interpretation and validity of this Lease shall be governed by the laws of the state in which the Demised Premises are located.

Section 26.18. Brokerage. The parties mutually represent that Steven Connolly and Larry Much of NAI Hiffman are the exclusive listing agents for Landlord and that John C. Stoetzel of Illinois Property Solutions, Inc. is the party responsible for introducing the parties in this Lease transaction, and Landlord agrees to pay commission on the Lease pursuant to an agreement entered into with NAI Hiffman which provides for payment of commission to Illinois Property Solutions, Inc. Tenant covenants and agrees to hold Landlord harmless from any claim of any other brokers, including any broker Tenant may hire in the future, alleging to be entitled to a commission pursuant to this Lease, or any future modification, amendment, renewal or extension of this Lease.

Section 26.19. Additional Rent. If Tenant shall be in default under any term, covenant, provision or condition hereof, Landlord, after thirty (30) days notice that Landlord intends to cure such default, or without notice if in Landlord's reasonable judgment an emergency shall exist, shall have the right, but not the obligation, to cure such default, and Tenant shall pay to Landlord upon demand as additional rent the reasonable cost thereof with interest at the Lease Interest Rate (as hereinafter defined).

Section 26.20. Notice by Tenant to Mortgagee. If required by the holder of a mortgage lien on the Premises (provided Tenant is furnished with written notice of such requirement), Tenant agrees (a) to notify such mortgagee of any alleged default by Landlord in any of the provisions of this Lease; and (b) to allow said mortgagee a reasonable period of time to cure such alleged default.

Section 26.21. NOT USED.

Section 26.22. Definitions.

(a) **"Re-enter and Re-entry".** The terms "re-enter" and "re-entry" as used in this Lease are not restricted to their technical legal meaning.

(b) **"Landlord".** The term "Landlord" as used in this Lease means only the holder, for the time being, of Landlord's interest under this Lease so that in the event of any transfer of title to the Demised Premises Landlord shall be and hereby is entirely freed and relieved of all obligations of Landlord hereunder accruing after such transfer, and it shall be deemed without further agreement between the parties that such grantee, transferee or assignee has assumed and agreed to observe and perform all obligations of Landlord hereunder arising during the period it is the holder of Landlord's interest hereunder.

(c) **"Lease Interest Rate".** The term "Lease Interest Rate", as used in Section 9.02 and 26.19 of this Lease, shall mean Prime Rate, as published in the Wall Street Journal, plus three per cent (3%).

Section 26.23. Late Payment Service Charge. Tenant covenants and agrees to pay to the Landlord a "Late Payment Service Charge" equal to four percent (4%) of any rent payment, or any other payment prescribed herein, which has not been paid in accordance with the terms and conditions of this Lease Agreement. Said "Late Payment Service Charge" shall be paid by Tenant to Landlord promptly upon proper notice and demand therefor.

Section 26.24. Consents. With respect to any provision of this Lease which provides, or is held to provide that Landlord shall not unreasonably withhold or unreasonably delay any consent or any approval, Tenant, in no event, shall be entitled to make, nor shall Tenant make, any claim for, and Tenant hereby waives any claim for money damages; nor shall Tenant claim any money damages by way of setoff, counterclaim or defense, based upon any claim or assertion by Tenant that Landlord has unreasonably withheld or unreasonably delayed any consent or approval; but Tenant's sole remedy shall be to seek specific performance of the consent or approval in question.

Section 26.25. Design and Construction Requirements. All requirements promulgated by any Federal, State or local governmental authority and any applicable environment regulation ("AER") and all applicable building and fire safety codes with respect to Tenant's specific or unusual use and occupancy of the Demised Premises, including storage arrangements and/or racking systems, shall be the sole responsibility of the Tenant, except that Landlord warrants that compliance with any present and future applicable Federal, State and local laws, ordinances and codes that are of general application and govern similar buildings for General Use, , unless otherwise stated in this Lease, are the responsibility of the Landlord (notwithstanding that such use may be for the purposes herein permitted or may have been consented to by Landlord).

Section 26.26. Inspection by Landlord. The Tenant agrees that Landlord, its agents and other representatives, shall have the right to enter into and upon said Premises, or any part thereof, at all reasonable hours, for the purpose of examining the same upon reasonable advance notice not less than 24 hours, except in the event of emergency, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof, without unduly disturbing the operations of Tenant.

Section 26.27. Submission. Submission of this Lease for examination or signature of Tenant does not constitute an offer, reservation of, or option to lease; and this Lease will not be effective or binding upon the parties as a lease or otherwise, until execution and delivery by both Landlord and Tenant.

Section 26.28. Environmental Covenants.

(a) Tenant covenants not to discharge any "Hazardous Substances" or "Hazardous Wastes" (as said terms are defined in AER or in any Law relating to the regulation of such materials or other environmental conditions and reporting requirements relative to Hazardous Substances or Hazardous Wastes (collectively referred to herein as "Hazardous Materials") upon the Premises or any adjacent lands. In the event of any such discharge, Tenant shall immediately notify Landlord, and shall, at Tenant's sole cost and expense, immediately take any and all actions required by law to remedy such condition.

(b) Tenant agrees to remove and clean-up any discharges of Hazardous Materials prior to cessation of operation or termination of this Lease to the extent caused by Tenant, its employees, agents, guests, invitees or contractors. In the event that the clean-up is not completed prior to the termination date of this Lease, Tenant shall be deemed to be a Hold Over in accordance with Section 26.12 and all the obligations of Tenant under the Lease, including, but not limited to, the Tenant's obligation to pay Gross Rent and any additional rent shall continue until completion of the clean-up and receipt of written approval of such completion from the governmental authority(ies) having jurisdiction thereof; provided, however, that Tenant's rights under the Lease shall be limited to a right of access for the sole and limited purpose of completing the required clean-up.

(c) Landlord shall have the right to inspect the Premises and surrounding lands and waters and to conduct environmental surveys and testing of any nature whatsoever in the event that the Landlord reasonably believes a problem may exist (collectively "Inspection"), at any time. Landlord's right to conduct Inspection shall include, without limitation, a right of access to all portions of the Premises for testing and a right to inspect all of Tenant's goods and inventory stored at the Demised Premises, waste disposal procedures, waste disposal equipment and waste materials, and the right to remove samples of any of the foregoing for analysis, provided that Landlord shall repair any damage caused by such Inspection. Landlord shall pay the cost of such Inspection unless any one or more of the following conditions are applicable, in which event the entire cost and expense of the Inspection shall be borne by the Tenant: (i) if the Inspection reveals any unlawful environmental contamination of or discharge on the Demised Premises caused by Tenant, its employees, agents, guests, invitees or contractors; (ii) the Inspection is required by any governmental authority having jurisdiction ("Environmental Regulator"); (iii) the Inspection is the result of or in response to any discharge, spill or contamination of the Premises, or any clean-up of any of the foregoing. If the Inspection reveals any environmental contamination of or discharge on the Demised Premises caused by Tenant the Landlord may:

- (i) have the right of injunctive relief to enforce any and all of Tenant's obligations under this Section; and
- (ii) have the right to remedy, at Tenant's sole cost and expense, which shall be due from Tenant upon demand as additional rent, any environmental contamination revealed by any Inspection or clean-up required by any Environmental Regulator to the extent caused by Tenant and not remedied by Tenant as required hereunder.

All rights and remedies of the Landlord under this Section are cumulative and in addition to any other rights or remedies provided to Landlord elsewhere in this Lease or pursuant to applicable law.

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As used herein, the costs and expenses of Inspection includes all costs directly or indirectly related to such Inspection, or as may be required by any Environmental Regulator in the formulation of a clean-up plan or otherwise.

Section 26.29. Tests Prior To Commencement. Prior to the Commencement Date, the Landlord, at its own cost and expense, shall cause the Demised Premises to be inspected by an environmental testing consultant who shall make such tests as he shall deem reasonable so that he may issue to Landlord and Tenant a report confirming that as of the Commencement Date of this Lease the Demised Premises are in compliance with applicable governmental regulations and that no visible Hazardous Materials are located on the Demised Premises.

Section 26.31. Payment Submission. All monies due from Tenant to Landlord under the Lease are to be in check form made payable to "Heller Industrial Parks, Inc." and remitted to the following address:

Heller Industrial Parks, Inc.
Attn: Accounting Department
205 Mill Road
Edison, New Jersey 08837

ARTICLE XXVII - SECURITY

Section 27.01. Security Deposit.

(a) Within ten (10) business days following receipt of fully executed Lease, Tenant hereby agrees to deliver to Landlord, as security, an irrevocable letter of credit to be issued by Cole Taylor Bank, or another United States financial institution reasonably satisfactory to Landlord, in favor of Landlord, in the amount of \$100,000.00 (hereinafter "Letter of Credit"). The Letter of Credit shall be substantially in the form annexed hereto marked Exhibit C (with such changes as may be reasonably required by the issuing financial institution) and by its terms shall expire no earlier than one year after the date of its issuance, subject to automatic renewal as set forth below.

(b) It is the intention of the parties hereto that during the original Term and any renewal term(s), the Landlord shall have in its possession a valid, unexpired, irrevocable Letter of Credit as prescribed herein. In order to implement this intention, the Letter of Credit shall be automatically renewed upon its "original expiration date", or any "renewal expiration date" as the case may be. Such automatic renewals shall be for additional one year periods and shall continue until thirty (30) days after the expiration of the original Term and any renewal term(s) of this Lease.

(c) If Tenant fails to deliver the Letter of Credit as required by subsection (a) above, or to renew the Letter of Credit as required by subsection (b) above, then if such failure is not cured within five (5) business days after written Notice thereof, Landlord shall be entitled to draw the full amount of the Letter of Credit and to hold the cash realized thereby as security under this Lease.

(d) Notwithstanding anything to the contrary contained in this Section 27.01, if Landlord shall present the Letter of Credit for payment, Landlord shall, on the day it presents such Letter of Credit for payment, deliver to Tenant a copy of the certificate required to be delivered by Landlord under such Letter of Credit. If Tenant's default described in Section 27.01(c) is limited to the failure to renew the Letter of Credit, as stipulated in Section 27.01(b), then, if the Lease is in full force and effect, the Landlord shall forthwith return to Tenant all monies paid to Landlord under the said Letter of Credit, upon delivery of a renewal Letter of Credit.

(e) Provided Tenant is not in default of any of the terms or conditions of this Lease, Tenant shall have the right at the end of the eighteenth (18th) month following the Commencement Date to reduce the Letter of Credit to \$50,000.00 and at the end of the thirty-sixth (36th) month following the Commencement Date to reduce the Letter of Credit to \$25,000.00.

Section 27.02. Purpose. In the event that Tenant defaults in respect to any of the terms, provisions, covenants and conditions of this Lease, including, but not limited to payment of Gross Rent and any additional rent, Landlord shall be entitled to draw the full amount of the Letter of Credit and to hold the cash realized thereby as security under this Lease and use, apply or retain the cash realized for payment of any such Gross Rent and any additional rent in default or for any other sum which Landlord may expend or be required to expend by reason of Tenant's default, including any damages or deficiency in the reletting of the Premises, whether such damage or deficiency may accrue before or after summary proceedings or other re-entry by Landlord. The use by Landlord of all or any part of the security so deposited is not intended to be a form of liquidated damages and such use shall not release Tenant from liability for the full amount of any and all expenses incurred by Landlord by reason of Tenant's default hereunder and shall not be a waiver by Landlord of any other remedies granted to it under this Lease.

I.H.F.&S. Multiple Occupancy Net Lease.

Within ten (10) business days after Landlord shall have drawn against the Letter of Credit by reason of a default by Tenant and shall have notified Tenant of such draw, Tenant shall procure an amendment from the issuing bank reinstating the Letter of Credit in the full amount required to be maintained hereunder. Thereafter, Tenant shall have the right to notify Landlord that Tenant denies that a default has occurred in which event Tenant shall forthwith commence an action (the "Proceeding") for a determination of the existence or nonexistence of such default. Tenant agrees to continue to pay Gross Rent, additional rent and all other amounts due under this Lease when due without abatement, setoff or deduction during such Proceeding.

In the event the initial determination or final determination of the Proceeding is in favor of the Landlord, Tenant shall, within ten (10) days of such initial or final determination, pay to Landlord all the fees and expenses incurred by Landlord in connection with the Proceeding. In the event a final determination of such Proceeding is in favor of the Tenant, Landlord shall, within ten (10) days after such final determination (a) pay to the issuing bank the amount of monies previously drawn by Landlord against the default which was alleged to have occurred, at which time Landlord shall receive an amendment from the issuing bank reinstating the Letter of Credit in the full amount required to be maintained hereunder, and (b) pay to Tenant all fees and expenses incurred by Tenant in connection with the Proceedings.

Landlord agrees to return to Tenant all monies paid to Landlord under the said Letter of Credit which exceed the amount of Tenant's default within ten (10) days of Landlord's receipt of an amendment from the issuing bank reinstating the Letter of Credit in the full amount required to be maintained hereunder, as aforesaid.

Section 27.03. No Interest on Return. In the event that Tenant shall fully and faithfully comply with the terms, provisions, covenants and conditions of this Lease, the security or any balance thereof shall be returned to Tenant after the time fixed as the expiration of the Term. Tenant shall not be entitled to any interest on the aforesaid security.

Section 27.04. Consequence of Assignment. In the absence of evidence satisfactory to Landlord of any assignment of the right to receive the security, or the remaining balance thereof, Landlord may return the security to the original Tenant, regardless of one or more assignments of the Lease itself. In the event Landlord shall not have received such satisfactory evidence of any such assignment, Landlord shall be relieved and released from any such obligation if such payment is made to the Tenant herein named in this Lease.

Section 27.05. Consequence of Sale. In the event of a bona fide sale, subject to this Lease, Landlord shall transfer the security to the vendee for the benefit of Tenant, and Landlord shall have the right to transfer the security to the vendee for the benefit of Tenant, and Landlord shall be considered released by Tenant from all liability for the return of such security, and Tenant agrees to look solely to the new Landlord for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new landlord.

Section 27.06. Mortgagee Not Responsible. No holder of a mortgage on the Premises shall be responsible in connection with the security deposited hereunder, by way of credit or payment of any rent or otherwise, unless such mortgagee actually shall have received the security deposited hereunder. The security deposited under this Lease shall not be mortgaged, assigned or encumbered by Tenant.

Section 27.07. Default. It is expressly understood and agreed that the issuance of a warrant for possession in summary proceedings or the entry of a judgment for possession upon Landlord's complaint in a plenary action or the re-entering of said Premises by Landlord for any default on the part of Tenant prior to the expiration of the Term shall not be deemed such a termination of this Lease as to entitle Tenant to the recovery of the said security; that any unapplied portion of said deposit shall be retained and remain in the possession of Landlord until the end of the Term hereinbefore stated.



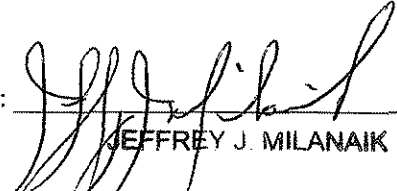
I.H.F.&S. Multiple Occupancy Net Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

Attest:

HELLER VII PARTNERSHIP, L.P. and
HELLER VIII PARTNERSHIP, L.P., **LANDLORD**
By: HELLER INDUSTRIAL PARKS, INC., **MANAGER**


STEVEN J. KAUFMAN Secretary

By: 
JEFFREY J. MILANAİK, President

Tenant's Representation. Tenant hereby represents and warrants to Landlord that the following person(s) in their duly authorized capacity as set forth in the legal documents governing the operation of Tenant, possess the legal right to enter into, execute, and bind Tenant to this Lease Agreement.

Attest:

TENANT:
OAK CREEK DISTRIBUTION, LLC

(Print Name and Title Under Signature)

By: 
Leo G. Schmidt, Manager
(Print Name and Title Under Signature)

EXHIBIT "B"

Village of Bridgeview, Town of Lyons, County of Cook and State of Illinois.

Being a portion of a 5.6599 acre Parcel identified as Permanent Real Estate Index Number 18-25-313-010-000, Volume 083 by the Cook County Collector; and a portion of a 8.3923 acre parcel identified as Permanent Real Estate Index Number 18-25-105-018-000, Volume 083 by the Cook County Collector.

The said Demised Premises consist of a portion of the one-story building located upon the land above described. The said building encloses a total area of 254,425 square feet.

The portion of the building and the office space demised herein, as more particularly shown on the Plans and Exhibit A consists of 254,425 square feet (including 5517 square feet of office area).

The land demised includes all of the land under the portion of the building demised and additional lands as is more particularly shown outlined in red within the Lease Line on Exhibit A.

This demise is subject to the following Permitted Exceptions:

- (a) 30 foot setback line from South 78th Avenue;
- (b) A servitude of the public in and to that portion of the Premises that lies within 78th Street
- (c) Restrictions to run with the land as follows, which as to matters relating to the construction of the Building are in compliance:

(i) No building shall at any time be erected on the Premises unless such building shall be set back 30 feet from abutting public roadways and not less than 30 feet from the easterly property boundary and 158 feet from the southerly property boundary.

(ii) All buildings erected on the property shall be of masonry construction or its equivalent. All walls facing public roadways and the first bay on each side of such walls shall be finished with face brick, natural stone, architecturally treated concrete panels, e.g. stucco, modern metal paneling or glass. Other walls shall be faced with common brick, concrete block, or concrete panel construction or its equivalent.

(iii) All areas in the setbacks required by these restrictions shall be used either for open landscaped and green areas, driveways or for service access to the building or as a paved parking area subject to applicable law. The said landscaped and green areas shall be properly maintained in a sightly and attractive condition.

(iv) Water tower, water tanks, stand pipes, penthouses, elevators or elevator equipment, stairways, ventilating fans or similar equipment required to operate and maintain the building, fire or parapet walls, skylight, tanks, cooling or other towers, wireless radio or television masts, flagpoles, chimneys, smoke stacks, gravity flow storage and mixing towers or similar structures may exceed a height of fifty (50) feet from the established building grade only with the written approval of the Landlord.

(v) In addition to such easements as shall have been reserved by Landlord as provided herein, Landlord excepts and reserves for itself non-exclusive easements under and through the above designated set-back areas, as well as through the bar joists and trusses within the Demised Premises, for constructing, erecting, maintaining and operating facilities, including wires and conduits for lighting and power, telephone wires, signs, gas and water lines, railroad tracks, sanitary and storm sewer lines and drains, all of which facilities are hereinafter referred to as Utilities, and the Landlord may grant and convey easements to others for such purposes. All contracts for the installation and maintenance of such Utilities shall provide, inter alia, that the surface of the Premises shall be restored in harmony to its condition existing prior to work performed thereon, and so as not to interfere with Tenant's operations.

(vi) Outdoor storage areas shall be effectively screened from streets upon which the Premises may have frontage by a wall, fence, shrubs, hedges or other foliage, all of which shall be properly maintained in a sightly and attractive condition.

(vii) Neither the Premises nor any portion of thereof shall be used or maintained as a dumping ground for rubbish, trash garbage or other waste, which shall be kept in sanitary containers and regularly taken away from the Premises. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be effectively screened from streets upon which the Premises may have frontage by a wall, fence, shrubs, hedges or other foliage all of which shall be properly maintained in a sightly and attractive condition.

(viii) The Premises shall not be used in any manner which will permit dust, noxides, odors, fumes or harmful airborne particles or gases which might contaminate, damage or injure persons or property to emanate or to be emitted from any structure or facility on the Premises.

I.H.F.&S. Multiple Occupancy Net Lease.

(ix) The Premises shall not be used in any manner which will permit solid or liquid contaminants to be put upon the land either under the building(s) or outside of the building(s). No repairing or servicing of tractors and/or trailers will be permitted at the Demised Premises. No underground storage tanks, wells, cisterns, pipes or other similar structures shall be constructed without prior written approval of the Landlord. No pumping of underground water shall be permitted.

(x) Upon any breach by the Tenant of any of the foregoing covenants or conditions, Landlord shall have a remedy of injunctive relief in addition to all other remedies available to Landlord under applicable law. It is understood, however, that the breach of any of the foregoing covenants, conditions and restrictions shall not defeat or render invalid the lien of any mortgage on the Premises made in good faith and for value; provided, however, that any breach or continuance thereof may be enjoined, abated or remedied by the proper arbitration proceedings as aforesaid and provided further, that each and all of the foregoing covenants, conditions and restrictions shall at all times remain in full force and effect against said Premises or any part thereof, title to which is obtained by foreclosure of any such mortgage.

(xi) Reference in these restrictions and conditions to Landlord or Tenant shall include their respective heirs, executors, administrators, successors and assigns.

(d) Such facts as an accurate survey may disclose provided there is nothing revealed thereby which would prohibit the use and occupancy by Tenant in accordance with the provisions of this Lease.

(e) Lien of any future mortgage lien.

A handwritten signature in black ink, appearing to be a stylized 'J' followed by a flourish.

I.H.F.&S. Multiple Occupancy Net Lease.

EXHIBIT C

APPROPRIATE BANK LETTERHEAD

Heller Industrial Parks, Inc.
205 Mill Road
Edison, New Jersey 08837

Dear Sir:

At the request of OAK CREEK DISTRIBUTION, LLC, an Illinois limited liability company we hereby establish our Irrevocable Letter of Credit No. _____ in favor of Heller Industrial Parks, Inc., Manager, on behalf of the Landlord under the lease agreement described below, in the amount of U.S. \$ 100,000.00 (One Hundred Thousand and 00/100 Dollars) effective upon the date hereof and expiring at our main office, on May 31, 2014.

Funds under our Irrevocable Letter of Credit are available to you against your sight draft on us accompanied by a certificate of an authorized representative of the beneficiary stating that: (i) an uncured default or defaults exist, under a certain Lease Agreement dated _____, 2010 between HELLER VII PARTNERSHIP, L.P. and HELLER VIII PARTNERSHIP, L.P. as Landlord and OAK CREEK DISTRIBUTION, LLC, as Tenant, and specifying and describing such default or defaults; (ii) a copy of the above certificate has been delivered to Tenant at the Demised Premises, or if Tenant no longer occupies the Demised Premises, then at such location as Tenant is then located.

It is a condition of this Letter of Credit that it shall be automatically renewed, for a period of one (1) year from the present or any future expiration date, with confirmation of the renewal transmitted to you by Certified Mail, Return Receipt Requested at least sixty (60) days prior to the expiration date.

If we elect not to renew, the automatic renewal will only fail to occur if we notify you by Certified Mail, Return Receipt Requested at least sixty (60) days prior to the expiration date, that we elect not to renew.

In the event we elect not to renew by providing the aforesaid notice, you may draw down the total balance of the Letter of Credit, and we will forthwith honor the draft so long as we receive such certificate and your draft on or before the close of business on the date of expiration of this Letter of Credit.

This Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Letter of Credit may be referred to; or to which this Letter of Credit relates; and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

Very truly yours,

APPROPRIATE BANK

APPROPRIATE SIGNATURE



EXHIBIT D

LANDLORD WAIVER AND SUBORDINATION

WHEREAS, (the "Premises") which are now leased to under Lease dated is the owner and landlord ("Landlord") of premises known as ("Borrower") ("Lease"); and

WHEREAS, Borrower has applied to ("Lender") for a loan, and in connection therewith, Borrower has offered to grant a security interest in the personal property of Borrower, including but not limited to, a security interest on machinery, equipment, inventory and trade fixtures of Borrower which are or will be located or stored at the above Premises ("Personal Property"), and Lender is willing to enter into said loan only upon the condition that Landlord subordinate and waive, as to Lender, any present or future claims, demands, or rights Landlord may have with respect to the Personal Property.

NOW THEREFORE, Landlord intending to be legally bound hereby, agrees as follows:

1. That any and all liens, security interests, claims, demands or rights, including, but not limited to, the right to levy or distraint for unpaid rent and any other obligations incurred, which Landlord now has or hereafter acquires on or in any of Borrower's Personal Property upon which Lender obtains a lien or security interest, shall be subordinate and inferior to the liens or security interest of Lender; and as to Lender, the Landlord hereby specifically waives all rights of levy, distraint or execution with respect to such Personal Property;

2. That in the event Lender shall declare any loans or other financial accommodations to the Borrower to be in default, Lender may remove from the Premises Borrower's Personal Property upon which Lender has a lien or security interest; provided however, that any damage caused to the premises by reason of the removal of such Personal Property shall be promptly repaired by Lender without cost or expense to the Landlord.

3. That in the event Landlord shall elect to terminate the Lease, Landlord shall give at least five (5) days written notice to Lender of its election to do so, and will grant Lender thirty (30) days after the termination of the Lease ("License Period") in which to remove any of Borrower's Personal Property upon which Lender has a lien or security interest. During the License Period, Lender shall have a license for ingress to and egress from the Premises together with the right to use and occupy the same; provided however, that for and during the License Period Lender shall be responsible for all rent, additional rent or other charges due under Borrower's Lease as if the Lease had not been terminated, and any damage caused to the Premises during the License Period shall be promptly repaired by Lender without cost or expense to the Landlord. Upon termination of the License Period, the Lender shall peaceably and quietly surrender and deliver up to Landlord the Premises broom clean, with all equipment in or appurtenant thereto, in as good condition and repair as existed upon the commencement of the License Period.

4. That this Waiver and Subordination is intended to be for the benefit of Lender only and will not in any way affect Landlord's rights as to any third party other than Lender.

5. That notwithstanding the above, it is specifically understood and agreed that the term "Personal Property" shall not include any portion of the building, or the building equipment, fixtures and appurtenances installed by Landlord either prior to or subsequent to the Commencement of the Lease; nor any buildings, building fixtures, changes, alterations, additions or improvements installed by Borrower (except however Borrower's trade fixtures no matter how the same may be attached to the realty).

6. That any notice required or permitted hereunder shall be sent by United States first class Certified Mail, Return Receipt Requested with postage prepaid, or by Federal Express or other national overnight courier which provides receipt of delivery, with delivery charges prepaid, and addressed to the respective party at the address set forth below, or to such other address as the other party shall be advised by similar notice hereafter. Notice shall be deemed to be given upon receipt, provided, however, that in the event a party shall refuse to accept delivery of said Certified Mail or said overnight courier, the notice shall nevertheless be deemed to be given upon the date of refusal to accept delivery and further provided that if the postal service or overnight courier service is unable to deliver said notice, it shall nevertheless be deemed to be given as of the date of the Postal Service's or overnight courier service's second notice of attempted delivery. Notwithstanding the above, a notice of change of address shall not be effective until received.



I.H.F.&S. Multiple Occupancy Net Lease.

If to Landlord: Heller Industrial Parks, Inc.
205 Mill Road
Edison, New Jersey 08837

If to Lender:

7. That the laws of the State in which the Premises is located shall govern the validity, interpretation and enforcement of this Landlord Waiver and Subordination Agreement.

8. Submission of this Landlord Waiver and Subordination for examination or signature of Lender does not constitute an offer to relinquish or reservation of Landlord's right(s) under the Lease; and this Landlord Waiver and Subordination will not be effective or binding upon the parties as a waiver or otherwise, until execution and delivery by both Landlord and Lender.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ___ day of _____, 2010.

Attest:

By HELLER INDUSTRIAL PARKS, INC., LANDLORD
Manager

By:

Secretary

President

Attest:

, LENDER

By:



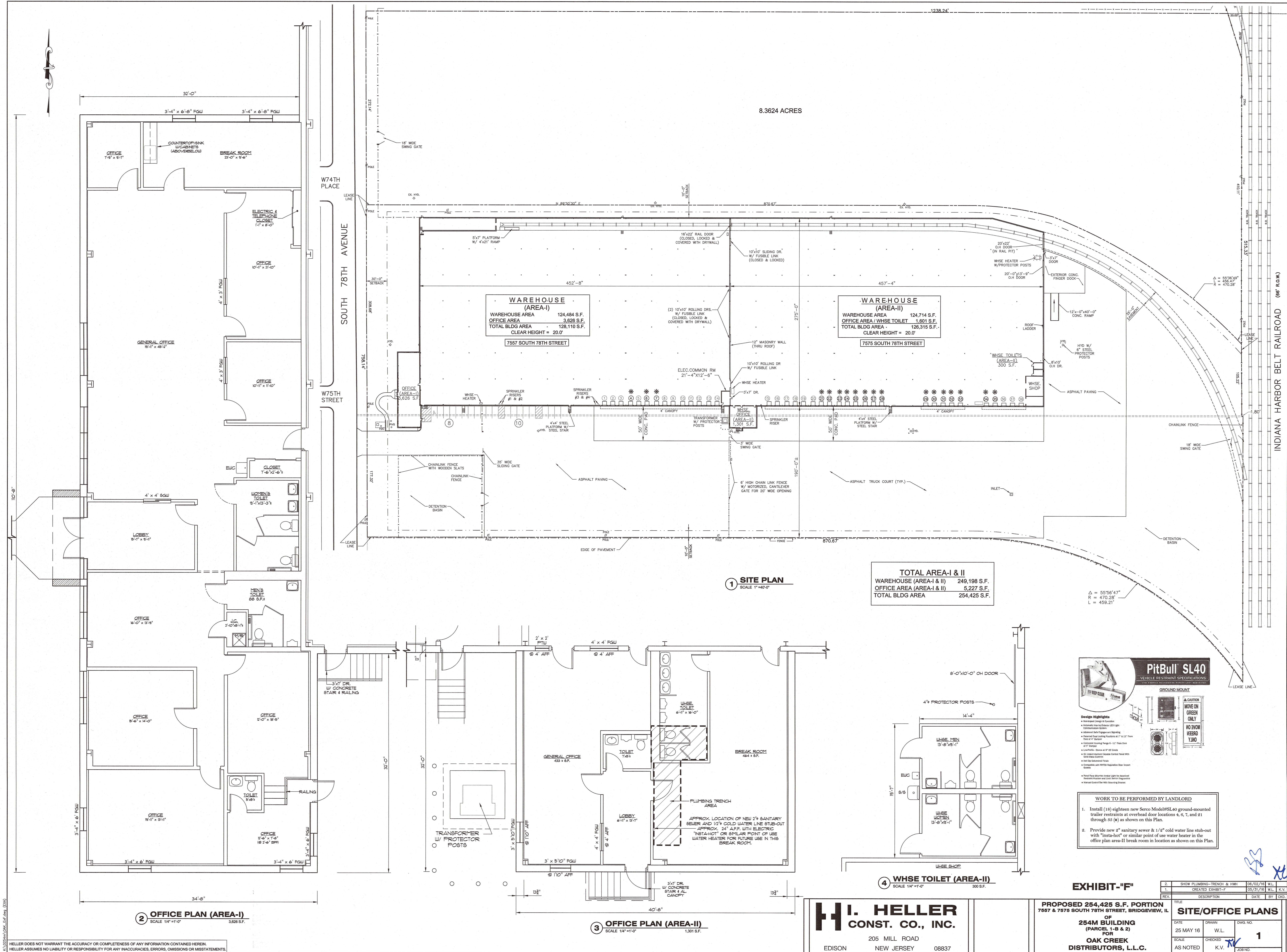
EXHIBIT E

WORK TO BE PREFORMED FROM "EXHBIT A"

The following work will be performed pursuant to Section 3.02 and the Plans:

1. Electrical, plumbing, HVAC (including all wall mounted exhaust fans and louvers) and sprinkler systems will inspected and repaired as required to put said systems in good working order, functioning and in accordance with applicable Laws.
2. All truck overhead doors and pedestrian doors will be inspected and repaired as required to put said doors in good working order.
3. All existing docks, dock levelers, seals and bumpers will be tested and/or repaired as required to put same in good working order.
4. The warehouse floor will be delivered to Tenant in broom clean condition and free of major cracks.
5. Warehouse lighting on eastern half of warehouse to be converted to T-8 energy efficient fluorescent fixtures. All lighting fixtures in the Building shall be fully lamped and in good working order.
6. Interior warehouse walls on eastern half of warehouse to be painted white.
7. Four (4) openings in demising wall to be restored with operational fire rated doors as detailed on the Plans.
8. Western half of roof to be replaced with new 0.060 white TPO membrane roof.
9. 1,301 Square Foot warehouse office:
 - (a) Floor tile to be replaced with new, including new vinyl cove base around perimeter;
 - (b) Paint all walls and trim;
 - (c) All stained ceiling tiles to be replaced with new; and
 - (d) Restroom areas to be thoroughly cleaned with all fixtures in proper working order.
10. Main office area (5,227 square feet) shall be cleaned as required, and any stained ceiling tiles to be replaced.
11. New handicap compliant restrooms to be installed in warehouse outside of main office area in accordance with section 3.03 of the Lease.
12. Asphalt truck court and concrete aprons to be delivered free of potholes, free of major cracks and in good condition.
13. Employee parking spaces (not trailer/truck parking areas) along the Building shall be striped and there shall be a sufficient number to be in compliance with local requirements, including required handicapped spaces.





HELLER DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED HEREIN.
HELLER ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY INACCURACIES, ERRORS, OMISSIONS OR MISSTATEMENTS.

H. HELLER
CONST. CO., INC.

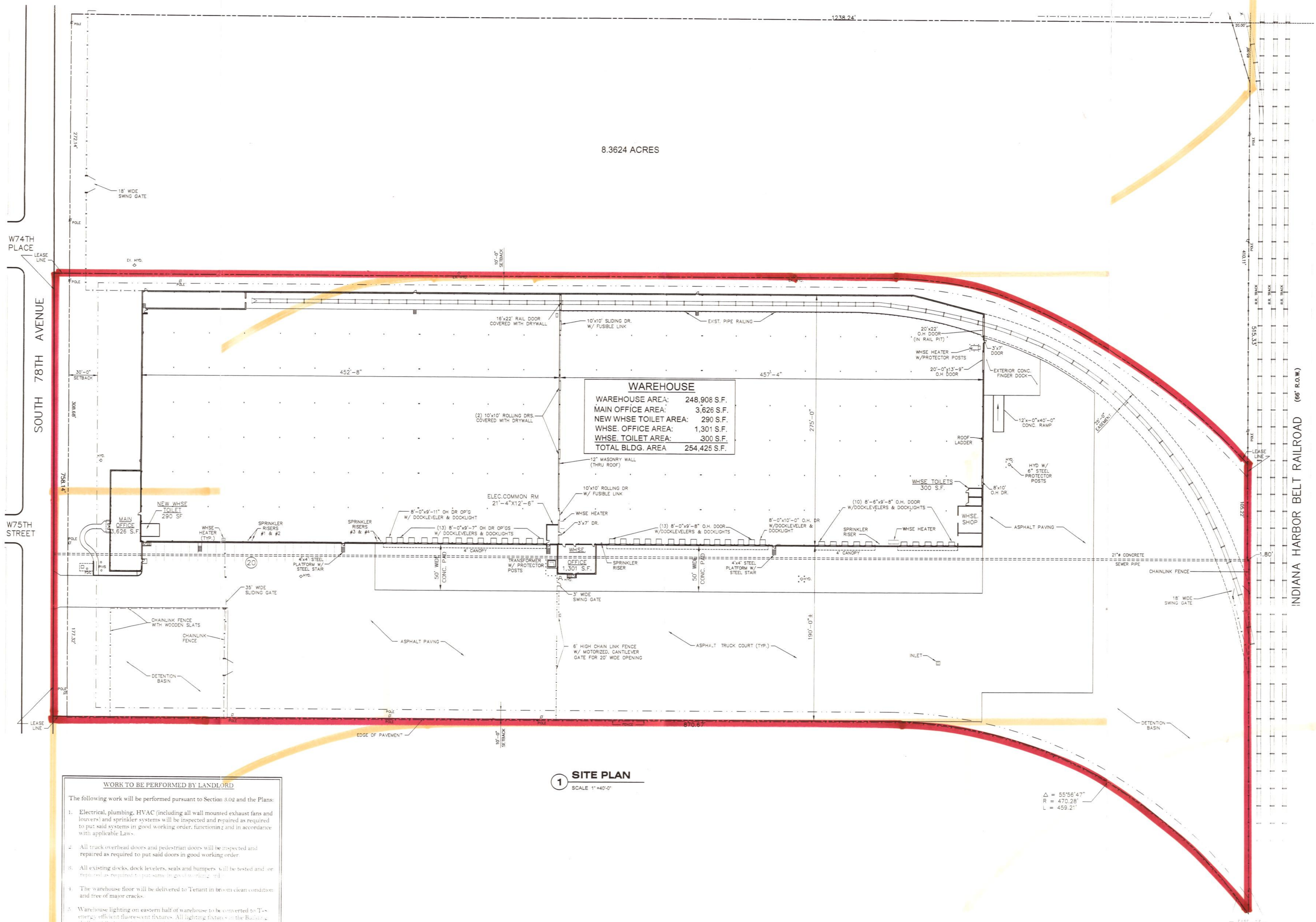
205 MILL ROAD
EDISON
NEW JERSEY 08837

PROPOSED 254,425 S.F. PORTION
OF
254M BUILDING
(PARCEL 1-B & 2)
FOR
OAK CREEK
DISTRIBUTORS, L.L.C.

EXHIBIT-"F"

2.	SHOW PLUMBING-TRENCH & HWY	06/02/16	W.L.
1.	CREATED EXHIBIT-"F"	05/31/16	K.V.
REV	DESCRIPTION	DATE	BY

TITLE	DWG. NO.
25 MAY 16	W.L.
SCALE	CHECKED
AS NOTED	K.V.
	1



1 SITE PLAN
SCALE 1"=40'-0"

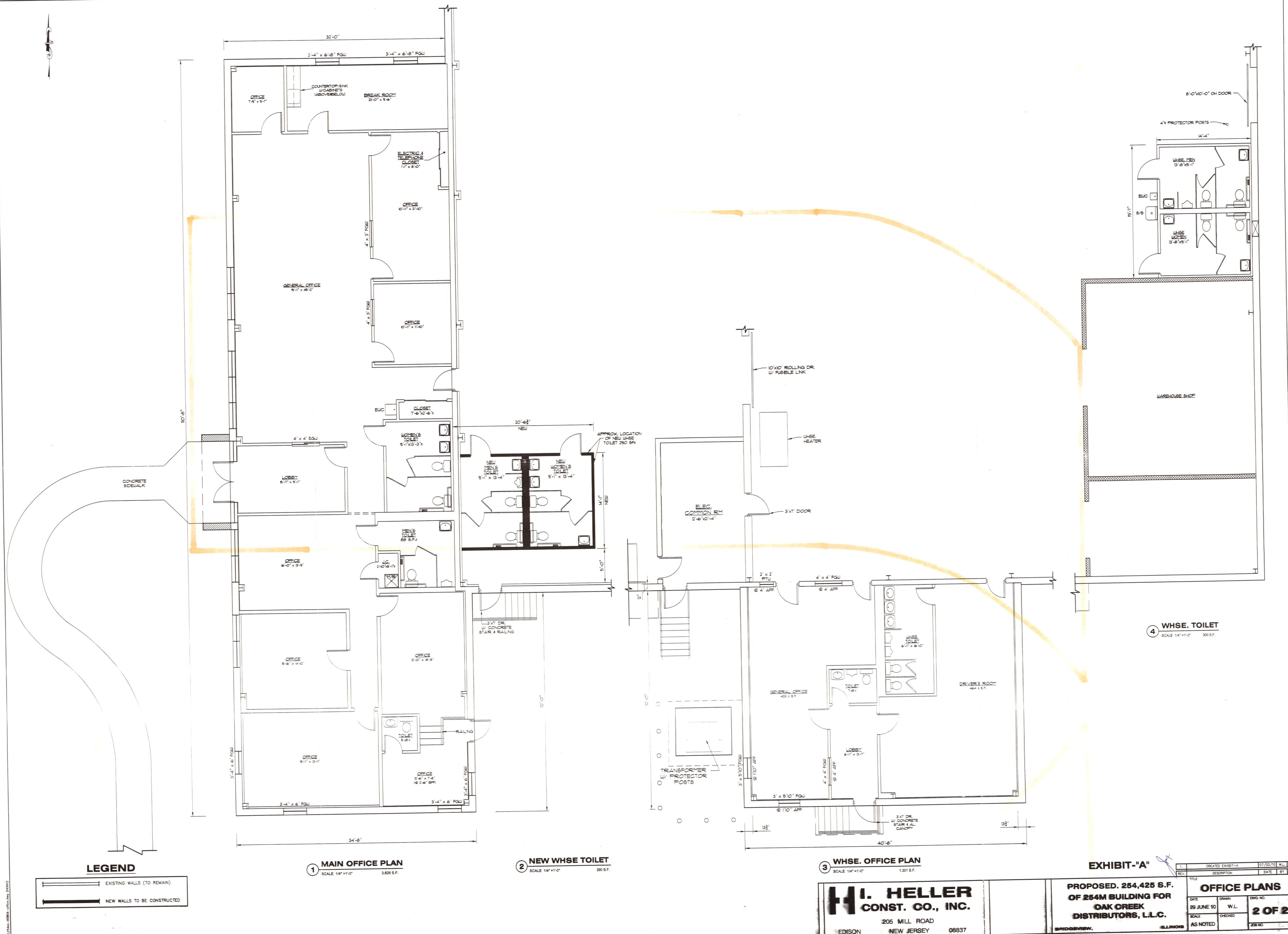
- WORK TO BE PERFORMED BY LANDLORD**
- The following work will be performed pursuant to Section 3.02 and the Plans:
1. Electrical, plumbing, HVAC (including all wall mounted exhaust fans and louvers) and sprinkler systems will be inspected and repaired as required to put said systems in good working order, functioning and in accordance with applicable Laws.
 2. All truck overhead doors and pedestrian doors will be inspected and repaired as required to put said doors in good working order.
 3. All existing docks, dock levelers, seals and bumpers will be tested and/or repaired as required to put same in good working order.
 4. The warehouse floor will be delivered to Tenant in broom clean condition and free of major cracks.
 5. Warehouse lighting on eastern half of warehouse to be converted to T-5 energy efficient fluorescent fixtures. All lighting fixtures on the Building shall be fully laminated and in good working order.
 6. Total 4 openings in masonry wall to be restored with perforated metal mesh as detailed on the Plans.
 7. Western half of roof to be replaced with new 0.000 white TPO membrane roof.
 8. 1,301 Square Foot warehouse office:
 - a. Floor tile to be replaced with new, including new vinyl cove base around perimeter;
 - b. Paint all walls and trim;
 - c. All stained ceiling tiles to be replaced with new; and
 - d. Restroom areas to be thoroughly cleaned with all fixtures in proper working order.
 9. Main office area (5,827 square feet) shall be cleaned as required, and any stained ceiling tiles to be replaced.
 10. New handicap compliant restrooms to be installed in warehouse outside of main office area in accordance with section 3.03 of the Lease.
 11. Asphalt truck court and concrete aprons to be delivered free of potholes, free of major cracks and in good condition.
 12. Employee parking spaces (not trailer/truck parking areas) along the Building shall be striped and there shall be a sufficient number to be in compliance with local requirements, including require handicapped spaces.

EXHIBIT-"A"

H. I. HELLER
CONST. CO., INC.
205 MILL ROAD
EDISON NEW JERSEY 08837

**PROPOSED. 254,425 S.F.
OF 254M BUILDING FOR
OAK CREEK
DISTRIBUTORS, L.L.C.**

REV.		DESCRIPTION	DATE	BY	CHK.
2	REV. WORK TO BE PERFORM BY LANDLORD	08/03/10	W.L.		
1	CREATED EXHIBIT-A	07/02/10	W.L.		
TITLE					
SITE PLAN					
DATE	29 JUNE 10	DRAWN	W.L.	DWG. NO.	1 OF 2
SCALE	AS NOTED	CHECKED		JOB NO.	



Northern District of Illinois Claims Register

18-30055 Oak Creek Distribution LLC

Honorable Judge: Jacqueline P. Cox **Chapter:** 11
Office: Eastern Division **Last Date to file claims:**
Trustee: **Last Date to file (Govt):**

Creditor: (27472725) **Claim No:** 60 *Status:*
Heller VII Partnership LP & *Original Filed* *Filed by:* CR
Heller VIII Partnershi *Date:* 01/23/2019 *Entered by:* EPoc ADI
c/o Heller Industrial Parks, Inc. *Original Entered* *Modified:*
205 Mill Road *Date:* 01/23/2019
Edison, NJ 08837

Amount claimed: \$1030050.90

History:

[Details](#) [60-1](#) 01/23/2019 Claim #60 filed by Heller VII Partnership LP & Heller VIII Partnershi, Amount claimed: \$1030050.90 (ADI, EPoc)

Description:

Remarks:

Claims Register Summary

Case Name: Oak Creek Distribution LLC
Case Number: 18-30055
Chapter: 11
Date Filed: 10/25/2018
Total Number Of Claims: 1

Total Amount Claimed*	\$1030050.90
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		