

Fill in this information to identify the case:

Debtor 1 OL Enterprises LLC

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: Northern District of Illinois - Eastern Div

Case number 18-30056

FILED
UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
JAN 10 2019
JEFFREY P. ALLSTEADT, CLERK
INTAKE 2
04/16

Official Form 410

Proof of Claim

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?

Robin Realty and Management Company as agents for the Beneficiaries of Chicago Title Land Trust Company Trust No. 52842

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor Robin Realty

2. Has this claim been acquired from someone else?

☒ No
☐ 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?

Ordower & Ordower, P.C.

Name

25 E. Washington St., Ste. 1400

Number Street

Chicago

IL

60602

City

State

ZIP Code

Contact phone 312-263-5122

Contact email lordower@hotmail.com

Where should payments to the creditor be sent? (if different)

Name

Number

Street

City

State

ZIP Code

Contact phone _____

Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?

☒ No
☐ 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?

☒ No
☐ 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? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 773,772.00 Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

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 health care information.

Lease

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:

- ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ 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.)

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.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

- ☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☐ No
☒ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one.

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ 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).

\$ _____

☐ 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).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

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 01/09/2019

MM / DD / YYYY

Lawrence Ordower

Signature

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

Name Lawrence Ordower
First name Middle name Last name

Title Attorney

Company Robin Balthard Management Company as Agents for the Beneficiaries of Chicago Title Land Trust Company Trust No. 52842
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 25 E. Washington St., Ste. 1400
Number Street

Chicago IL 60602
City State ZIP Code

Contact phone 312-263-5122 Email lordower@hotmail.com

February 7, 2018

VIA FEDERAL EXPRESS

Chicago Title Land Trust Company
c/o Robin Realty and Management Co.
as Agent for Marketplace of
Oak Town Shopping Center
1333 North Wells Street
Chicago, IL 60610

Ordower & Ordower, P.C.
25 East Washington Street
Suite 1400
Chicago, Illinois 60602

Chicago Title Land Trust Company
As Successor Trustee to LaSalle Bank,
as Trustee under Trust No. 52842
dated November 1, 1977
10 South La Salle Street
Suite 2750
Chicago, IL 60604

Kimsworth Illinois Inc.
c/o Kimco Realty Corporation
3333 New Hyde Park Road, Suite 100
New Hyde Par, NY 11042-0020

Re: Shopping Center Sub-Sublease Lease dated as of May 7, 2009 (the "Sub-Sublease") initially between Kimsworth Illinois Inc., as Landlord and OL Enterprises LLC as Tenant with respect to Premises located at 87th and Cicero, Oak Lawn, IL

Gentlemen:


This letter constitutes response by Tenant to a letter dated February 5, 2018 from Ordower & Ordower as counsel to Overlandlord and notice under Section 34 of the Sub-Sublease that Tenant is exercising its rights to renew the Sub-Sublease for the Second Additional Term beginning January 30, 2019.

OL ENTERPRISES LLC

By:


Leo G. Schmidt, Manager

SHOPPING CENTER SUB-SUBLEASE

 This sub-sublease (herein referred to as "Sub-Sublease" and/or "Lease"), dated as of April 2009, by and between **KIMSWORTH ILLINOIS INC.**, having offices at 3333 New Hyde Park Road, Suite 100, New Hyde Park, New York 11042 (herein referred to as "Subtenant" and/or "Landlord"); and **OL ENTERPRISES, LLC**, having an address at 2650 Belvidere Road, Waukegan, Illinois 60085 (herein referred to as "Tenant").

WITNESSETH:

WHEREAS, Chicago Title Land Trust Company, as successor trustee to La Salle National Bank (collectively, "Overlandlord") and F.W. Woolworth Co. heretofore entered into a lease dated November 11, 1977 for certain premises located in the Marketplace of Oaklawn Shopping Center on Cicero Avenue and West 87th Street in the City of Oaklawn, Cook County, Illinois ("Landlord's Premises"), therein more particularly described (said lease, together with all amendments thereto being hereinafter collectively called the "Overlease");

WHEREAS, F.W. Woolworth Co. has sublet Landlord's Premises to Landlord, pursuant to a sublease dated July 25, 1995 (the "Sublease");

WHEREAS, F.W. Woolworth Co. assigned its interest in the Overlease and the Sublease to Woolco Inc. ("Sublandlord") by Lease Assignment dated July 25, 1995 and Woolco Inc. is the present tenant under the Overlease;

WHEREAS, Landlord and Tenant now desire to enter into this Sub-Sublease for a 91,032 square foot ground floor portion of Landlord's Premises as shown cross-hatched on Exhibit A attached hereto and made a part hereof, and herein called the "Demised Premises";

NOW, THEREFORE, for good and valuable consideration, and intending to be legally bound, Landlord and Tenant agree as follows:

1. Basic Lease Provisions and Definitions.

In addition to other terms defined in this Lease, the following terms whenever used in this Lease with the first letter of each word capitalized shall have only the meanings set forth in this Article, unless such meanings are expressly modified, limited or expanded elsewhere herein.

- (A) Shopping Center Location: MARKETPLACE OF OAKLAWN
8716 South Cicero Avenue
OAKLAWN, ILLINOIS SITE NO. 758
- (B) Demised Premises: The premises identified as "Demised Premises" on Exhibit "A"
- (C) Floor Area: 91,032 square feet of ground floor area. Overlandlord agrees that, at no charge, Tenant shall have the right to use the front entryway, but, if Tenant does use said entryway, then Tenant, at its sole expense, shall maintain, repair and replace any damage caused by Tenant or its contractors, agents and invitees.
- (D) Lease Commencement Date: The date this Lease is fully executed by Landlord and Tenant.
- (E) Rent Commencement Date: Subject to the provisions of the next sentence, the earlier of: (i) one hundred twenty (120) days after the date any portion of the Demised Premises initially opens for business, or (ii) two hundred forty (240) days after Delivery Date and Tenant's receipt of all permits required for Tenant's construction work (see Article 31). Notwithstanding the provisions of the preceding sentence, if the one hundred twenty-fifth (125th) calendar day after the Delivery Date occurs after November 1, 2009 and Landlord was not delayed in completing Landlord's Work for any of the reasons stated in Article 23, then the Rent Commencement Date shall be delayed one (1) day for each day after November 1, 2009 that the Delivery Date plus 125 days occurs.

- (F) Lease Term: Commencing on the Lease Commencement Date and ending at 12 noon on the Expiration Date.
- (G) Expiration Date: January 29, 2014.
- (G-1) Additional Terms: See Article 34.

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(H) Base Rent Schedule -- Original Term (see Article 2):

<u>FOR EACH LEASE YEAR DURING</u>	<u>ANNUAL BASE RENT</u>	<u>MONTHLY INSTALLMENT</u>
Rent Commencement Date-1/29/14	\$682,740.00	\$56,895.00

(H)(i) Base Rent Schedule - Additional Terms (see Article 34):

<u>FOR EACH LEASE YEAR DURING</u>	<u>ANNUAL BASE RENT</u>	<u>MONTHLY INSTALLMENT</u>
First Additional Term (1/30/14-1/29/19)	191 \$728,256.00	\$60,688.00
Second Additional Term (1/30/19-1/29/24)	\$773,772.00	\$64,481.00

Part
ALL US

- =====
- (I) Tax Rent: N/A
- (J) Common Area Rent: N/A
- (K) Percentage Rent Rate: N/A
- (L) Security Deposit: None.
- (M) Permitted Use: The retail sales of home improvement items typically found in a HOBO store on the date hereof.
- (N) Landlord's Notice Address:
(see Article 18) c/o KIMCO REALTY CORPORATION
3333 NEW HYDE PARK ROAD
SUITE 100
P.O. BOX 5020
NEW HYDE PARK, NEW YORK 11042-0020
- (O) Tenant's Notice Address: OL ENTERPRISES, LLC
2650 Belvidere Road
Waukegan, IL 60085
Attention: Mr. Leo Schmidt
- (P) Overlandlord Notice: CHICAGO TITLE LAND TRUST COMPANY
c/o Robin Realty and Management Co.
as Agent for Marketplace of Oak Lawn Shopping Center
1333 North Welis Street
Chicago, IL 60610
- (Q) Broker: Mark Rashkow (The Shiner Group, LLC)
- (R) Delivery Date: The date Landlord delivers the Demised Premises to Tenant with Landlord's Work completed. Subject to the provisions of Article 23, Landlord agrees to use its good faith efforts to deliver the Demised Premises to Tenant with Landlord's Work completed no later than 90 (ninety) days after the full execution of the Lease.
- (S) Landlord's Work: As defined in Article 40.

FOR INFORMATION ONLY

Tenant's Telephone No.: (847) 263-1240

Tenant's Fax No.: (847) 263-1298

Tenant's Business Name: HOBO

Tenant's Contact Person: Mr. Leo Schmidt
=====

The following riders and exhibit(s) are hereby incorporated into this Lease and made an integral part of this Lease for all purposes:

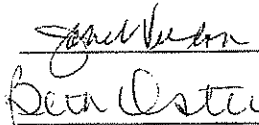
Riders: Rider "A" -- General Lease Provisions.

Exhibit(s): Exhibit "A" -- Site Plan
Exhibit "A-1" -- Tenant's Outdoor Seasonal Selling Area
Exhibit "B" -- Tenant's Storefront Sign
Appendix 1 -- Article 17 of the Overlease
Appendix 2 -- Article 20 of the Overlease
=====

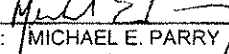
IN WITNESS WHEREOF, the parties hereto have executed this Lease under their respective hands and seals as of the day and year first above written.

WITNESSES TO LANDLORD:

LANDLORD:
KIMSWORTH ILLINOIS INC.



Bern Oster

By: 
Name: MICHAEL E. PARRY
Title: PRESIDENT
Date Signed: 5-4-09

WITNESSES TO TENANT:

TENANT:
OL ENTERPRISES, LLC

By: _____
Name: LEO G. SCHMIDT
Title: MANAGER
Date Signed: _____
FEIN #: _____

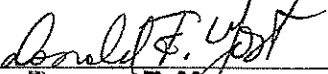
WITNESSES TO OVERLANDLORD:

OVERLANDLORD:

By: _____
Name: _____
Title: _____
Date Signed: _____

WITNESSES TO SUBLANDLORD:

SUBLANDLORD:
WOOLCO, INC.

By: 
Name: DONALD F. YOST
Title: VICE-PRESIDENT
Date Signed: _____

FOR INFORMATION ONLY

Tenant's Telephone No.: (847) 263-1240

Tenant's Fax No.: (847) 263-1298

Tenant's Business Name: HOBO

Tenant's Contact Person: Mr. Leo Schmidt
=====

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LANDLORD:
KIMSWORTH ILLINOIS INC.

By: _____
Name: MICHAEL E. PARRY
Title: PRESIDENT
Date Signed: _____

WITNESSES TO TENANT:

TENANT:
OL ENTERPRISES, LLC

Elizabeth F. [Signature]

By: [Signature]
Name: LEO G. SCHMIDT
Title: MANAGER
Date Signed: April 17, 2009
FEIN #: _____

WITNESSES TO OVERLANDLORD:

OVERLANDLORD:

By: _____
Name: _____
Title: _____
Date Signed: _____

WITNESSES TO SUBLANDLORD:

SUBLANDLORD:
WOOLCO, INC.

By: _____
Name: _____
Title: _____
Date Signed: _____

FOR INFORMATION ONLY

Tenant's Telephone No.: (847) 263-1240

Tenant's Fax No.: (847) 263-1298

Tenant's Business Name: HOBO

Tenant's Contact Person: Mr. Leo Schmidt

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LANDLORD:
KIMSWORTH ILLINOIS INC.

By: _____
Name: MICHAEL E. PARRY
Title: PRESIDENT
Date Signed: _____

WITNESSES TO TENANT:

TENANT:
OL ENTERPRISES, LLC

By: _____
Name: LEO G. SCHMIDT
Title: MANAGER
Date Signed: _____
FEIN #: _____

WITNESSES TO OVERLANDLORD:

(See attached rider for the Exculpatory Provision of
OVERLANDLORD: Chicago Title Land Trust Company)
Chicago Title Land Trust Company, as successor trust
under Trust Agreement dtd Nov 1, 1977 and known as
Tr No 52842 and not personally

By: _____
Name: Harriet Deniewicz
Title: Trust Officer
Date Signed: May 1, 2009

WITNESSES TO SUBLANDLORD:

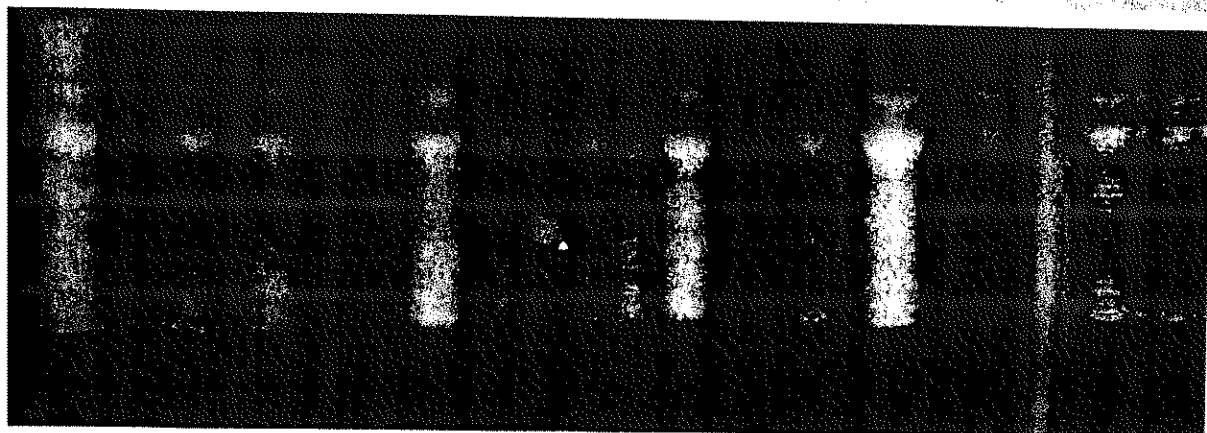
SUBLANDLORD:
WOOLCO, INC.

By: _____
Name: _____
Title: _____
Date Signed: _____

EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 1, 1977, AND KNOWN AS TRUST #52842 ATTACHED TO AND MADE A PART OF SHOPPING CENTER SUB-SUBLEASE DATED APRIL, 2009, (HEREIN REFERRED TO AS "SUBTENANT" AND/OR "LANDLORD"); AND OL ENTERPRISES, LLC (HEREIN REFERRED TO AS "TENANT")

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage. No personal liability shall be asserted or be enforceable against Chicago Title Land Trust Company by reason of any of the terms, provisions, stipulations, covenants, indemnifications, warranties and/or statements contained in this instrument.

Exculpatory Clause (w/o Notary) (1/97)



LANDLORD ACKNOWLEDGEMENT

State of New York)
) ss.:
 County of Nassau)

On the _____ day of April, in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL E. PARRY, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

TENANT ACKNOWLEDGEMENT

State of)
) ss.:
 County of)

On the _____ day of April, in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

OVERLANDLORD ACKNOWLEDGEMENT

State of Illinois)
) ss.:
 County of Cook)

On the 1st day of May, in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Harriet Denisevicz, Trust / Officer of Chicago Title Land Trust Co, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Grace Marin
 Notary Public

SUBLANDLORD ACKNOWLEDGEMENT

State of)
) ss.:
 County of)

On the _____ day of April, in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

LANDLORD ACKNOWLEDGEMENT

State of New York)
 : ss.:
 County of Nassau)

On the _____ day of April, in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL E. PARRY, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

TENANT ACKNOWLEDGEMENT

State of)
 : ss.:
 County of)

On the _____ day of April, in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

OVERLANDLORD ACKNOWLEDGEMENT

State of Illinois)
 : ss.:
 County of Cook)

On the 1st day of ~~April~~ May, in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Harriet Denisewicz, Trust / Officer of Chicago Title Land Trust, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that ~~he~~ she executed the same in his capacity, and that by ~~his~~ her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument. Co



Grace Marin

 Notary Public

SUBLANDLORD ACKNOWLEDGEMENT

State of)
 : ss.:
 County of)

On the _____ day of April, in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

LANDLORD ACKNOWLEDGEMENT

State of New York)
 : ss.:
 County of Nassau)

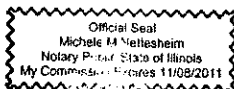
On the _____ day of April, in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL E. PARRY, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

TENANT ACKNOWLEDGEMENT

State of Illinois)
 : ss.:
 County of Lake)

On the 17th day of April, in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared LEO G. SCHMIDT, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity as Manager of OL Enterprises, LLC, and that by his/her signature on the instrument, the individual, person or the entity upon behalf of which the individual acted, executed the instrument.



Michele M. Veltesheim
 Notary Public

OVERLANDLORD ACKNOWLEDGEMENT

State of)
 : ss.:
 County of)

On the _____ day of April, in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

SUBLANDLORD ACKNOWLEDGEMENT

State of)
 : ss.:
 County of)

On the _____ day of April, in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

RIDER "A"

THIS RIDER "A" IS ATTACHED TO AND HEREBY MADE A PART OF THE LEASE.

2. **Demised Premises, Term and Lease Year.** The Demised Premises is deemed to contain an amount of square feet of space equal to the Floor Area. The Lease Term shall commence on the Lease Commencement Date. Tenant's duty to pay Rent shall commence on the Rent Commencement Date. The Lease Term shall expire without notice on the Expiration Date. On request, Tenant shall deliver to Landlord a statement in recordable form specifying the Rent Commencement Date and the Expiration Date. The first Lease Year shall commence on the Lease Commencement Date and end on the last day of the calendar month in which occurs the first anniversary of the day immediately preceding the Rent Commencement Date. Each succeeding Lease Year shall be each successive twelve (12) month period.

3. (A) **Base Rent.** From and after the Rent Commencement Date, Tenant shall pay Base Rent at the annual rates specified in the Base Rent Schedule in monthly installments paid in advance on the first day of each calendar month in the amount specified in the Base Rent Schedule. If the Rent Commencement Date is not the first of the month, the Base Rent for that month shall be prorated. All other payments to be made by Tenant pursuant to this Lease are in addition to Base Rent. Tenant shall pay Base Rent and other Rent to Landlord or its designated agent at the address Landlord designates without Landlord making any demand. The obligation to pay Base Rent and other Rent is an independent, unconditional covenant.

(B) **Additional Rent.** Base Rent and all other payments required to be made by Tenant shall be deemed to be, and included in the term, "Rent" which shall be due and payable on demand or together with the next installment of Base Rent, whichever first occurs unless another time is expressly provided for payment. Landlord shall have the same rights and remedies for non-payment of any Rent as for a non-payment of Base Rent.

(C) **Tax Rent.** [Intentionally deleted.]

(D) **Late Rent.** Any Rent not paid when due shall bear interest on the payable amount from the date when due until paid at the Prime Rate plus 5% per annum, or the maximum interest rate permitted by law, whichever is lower (the "Default Interest Rate"). The Prime Rate shall be as announced by Citibank, N.A., as published in The Wall Street Journal.

4. **Delivery; Surrender of Possession.** Landlord agrees that on the Delivery Date, it shall deliver the Demised Premises to Tenant with Landlord's Work completed (see Article 40). Except as expressly set forth herein, Landlord shall have no obligation to spend any money or to perform any work in order to render the Demised Premises fit for Tenant's intended use or occupancy; and Tenant agrees to bear all additional costs associated therewith. Except as expressly set forth herein, Tenant accepts the building and improvements on the Demised Premises in their present "as is" condition, subject to completion of Landlord's Work and also subject to any latent defects in Landlord's Work discovered within the first Lease Year. Without limiting the generality of the foregoing, Tenant accepts the facade of the Demised Premises in "as is" condition. At the expiration of the Lease Term, Tenant agrees to surrender to Landlord physical possession of the Demised Premises, including but not limited to the HVAC, plumbing and electrical systems, conveyor system, if any, in working condition (normal wear and tear excepted), and upon Landlord's request, and Tenant shall surrender the Demised Premises free and clear of all tenants and occupants and the rights of either, and Tenant shall indemnify and save Landlord harmless from any and all claims, liabilities, costs, expenses and damages which may result from Tenant's surrender of the Demised Premises and the failure of Tenant to comply with the provisions of this Article 4.

5. **Title.** The Landlord herein is not the owner of the premises of which the Demised Premises are a part but holds possession of same by virtue of the following agreement or agreements, and, with the consent of Overlandlord and Sublandlord (as evidenced by their respective signatures to this Lease), Landlord has the full authority, right and power to enter into this Lease and to grant Tenant the rights and privileges herein contained:

- a. the Overlease; and
- b. the Sublease.

Landlord has provided Tenant copies of the Overlease and of the Sublease which Landlord represents are true and complete copies thereof. Landlord represents that each of the Sublease and Overlease are in full force and effect and Landlord has received no notice nor has any knowledge of any default under either of the Overlease or Sublease. Subject to the provisions of Paragraph 42, this Sub-Sublease is expressly subject and subordinate to all of the terms, covenants, and conditions of the Overlease and the Sublease. The performance by the Overlandlord and the Sublandlord of their obligations under the Overlease and the Sublease shall, for all purposes hereunder, be deemed to be the performance of such obligations of Landlord under this Sub-Sublease, and Landlord's obligations under this Sub-Sublease shall be limited to the extent to which such obligations are performed by the

Overlandlord and/or the Sublandlord under the Overlease and/or the Sublease. In the event Tenant notifies Landlord that Tenant believes that Overlandlord is not performing a duty or duties required to be performed by it under the Overlease, Landlord agrees that (i) Landlord promptly shall cause a default notice to Overlandlord to be issued, specifying the duty or duties claimed by Tenant to be the duty or duties that Overlandlord is not performing; and (ii) if requested by Tenant, Landlord shall allow Tenant to commence legal proceedings against Overlandlord, in Landlord's name (if required by law), at Tenant's sole expense, provided Tenant shall indemnify Landlord against all losses, costs and expenses incurred by Landlord which arise out of such legal proceedings. The remedies specified in clauses "(i)" and "(ii)" above are hereinafter jointly and severally referred to as "Tenant's Remedies." Overlandlord also agrees that in the event that at any time that Landlord fails to promptly take action required by such Tenant Remedies, Tenant may send default notices directly to Overlandlord and Overlandlord shall be bound by its obligations in the Overlease. Tenant agrees that it will not do (or suffer or permit to be done) anything in or about the Demised Premises or in connection therewith which violates any of the covenants made by Landlord as tenant of the Sublease or by Sublandlord as tenant of the Overlease. Notwithstanding any provisions of the Overlease or the Sublease, Tenant shall not be required to pay any rent, real estate taxes, percentage rent or any other monetary payment mentioned in either the Overlease or the Sublease; it being expressly agreed that Tenant's sole monetary duties shall be as expressly stated in this Lease only.

6. Alterations. Following completion of Tenant's Work and the installation of any exterior signage, no structural or exterior alterations will be made to the Demised Premises by Tenant without Landlord's prior written approval. All alterations, whether by Landlord, Tenant or any other person (except only sign panels and movable trade fixtures installed at Tenant's cost) shall become, when made, a part of Landlord's real estate, and on termination of the Lease Term shall be surrendered with the Demised Premises in the same condition as of the date hereof, reasonable wear and tear excepted. Tenant shall defend, indemnify and save Landlord harmless from and against all claims for injury, loss or damage to person or property caused by Tenant in conjunction with any alterations. For any work (including, without limitation, work performed pursuant to the plans and specifications referred to in paragraph 31, below) that involves penetration of the roof surface or alterations to the sprinkler system, Tenant shall employ a contractor approved by Overlandlord. The maintenance of any portion of the roof affected by Tenant's work will be Tenant's responsibility.

7. Removal of Chattels. Tenant shall, prior to the termination of this Lease, remove Tenant's chattels, fixtures and personal property. Tenant shall repair any damage done to the Demised Premises by such removal.

8. Tenant's Business Operations. Not later than the sixtieth (60th) day after the Rent Commencement Date, Tenant shall open the Demised Premises for business for at least one (1) day, as a typical "HOBO" retail store; provided, however, that Tenant shall not be obligated to open for business between November 1 and February 1. Tenant agrees for its part: no auction, fire, bankruptcy, going out of business or similar sale will be conducted or advertised; no merchandise will be kept, displayed or sold or business solicited in the Shopping Center outside the Demised Premises, except to the extent City permission is required and obtained, Tenant may use the area identified as "Outdoor Seasonal Selling Area" on Exhibit A-1; no nuisance will be permitted; nothing shall be done which is unlawful, offensive or contrary to any law, ordinance, regulation or requirement of any public authority. Tenant shall procure all licenses and permits required for the use or occupancy of the Demised Premises and the business being conducted therein; the storefront, show windows and signs will be repaired, kept clean, in good condition and lighted. Tenant shall comply with all environmental statutes, regulations or ordinances now or hereinafter enacted by government authorities. Tenant shall not permit the release, emission, disposal, dumping or storage of hazardous wastes (as defined in any such laws) into the septic tanks, sewers, or other waste disposal facilities of the Shopping Center or anywhere in the Shopping Center, or permit same to be brought into the Demised Premises at any time, and the provisions of this sentence shall survive the expiration of the Lease Term. Tenant shall keep the Demised Premises free of rodents, vermin, insects and other pests, and provide regular exterminator services at its own expense.

9. Compliance for Tenant's Account. Anything herein contained to the contrary notwithstanding Tenant agrees that if Tenant shall be in default in performing any of the terms, covenants, conditions or provisions of this Lease on Tenant's part to be performed, except the covenant concerning the payment of rent, and if the Tenant shall not have cured such default within thirty (30) days after written notice, Landlord, if it so elects, may enter the Demised Premises for the purpose of performing the same for the account of Tenant and any reasonable amount paid or expenses or liabilities incurred by Landlord in the performance of same shall be deemed additional rent and shall be paid by Tenant to Landlord on the first day of the following calendar month.

10. Utilities. Tenant agrees to pay for all utilities used upon the Demised Premises including but not limited to gas and electricity, to supply at Tenant's own expense all electric bulbs used and to furnish and pay the entire cost of utilities, heating and air conditioning the Demised Premises. Landlord and Tenant agree that electric and gas utilities and domestic water currently service both the Demised Premises and the second floor (which is above the Demised Premises). Overlandlord agrees not to use or permit to be used any part of said second floor, and Landlord agrees not to use any part of said second floor. Tenant has no obligation to heat or cool said second floor and Tenant has no responsibility or liability for any repairs or damages to the second floor (unless Tenant, by its actions, causes such

damage). Tenant shall pay all public sewer charges and all rents or charges which may be assessed or imposed on the Demised Premises (or its proportionate share thereof if assessed or imposed on the premises of which the Demised Premises are a part) for the water, metered or otherwise, used or consumed in the Demised Premises during the term hereof as soon as and when the same may be assessed or imposed. If such rents or charges are not so paid, the same shall be added to the next month's rent thereafter to become due.

11. Assignment and Subletting. Tenant shall not, whether voluntarily or by operation of law or otherwise: (i) assign, mortgage, pledge, hypothecate, or otherwise transfer or encumber any of its interest in this Lease or the Demised Premises, in any manner, nor (ii) sublet, license or permit occupancy by any other person of any portion of the Demised Premises (all of the foregoing are collectively called a "Transfer"), without obtaining on each occasion the prior written consent of Landlord, which consent Landlord may deny, regardless of commercial reasonableness, except Tenant, upon written notice to Landlord, may assign this Lease or sublet the Demised Premises or any part thereof upon written notice to Landlord to any entity which may be the parent owner of Tenant, a wholly owned subsidiary of Tenant, an entity which is under common control with Tenant, the surviving entity after a merger or other acquisition of Tenant, or any such entity which acquires all or substantially all of the business operating assets of the Tenant (a "Permitted Transfer"). If Landlord expressly consents to any assignment or subletting, or in the case of a Permitted Transfer, Tenant shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of Tenant's other obligations under this Lease. In any assignment the assignee must assume this Lease in writing on Landlord's form. In any Transfer the Demised Premises shall be used only for any lawful retail use provided neither Tenant nor any successor Tenant shall be allowed to sell automotive motor fuel. If any person other than Tenant shall pay rent for the Demised Premises, Landlord may accept the rent as having been paid on behalf of Tenant and not be deemed to have consented to that person occupying the Demised Premises.

12. Repairs. (A) The Tenant agrees to maintain the Demised Premises in good order and condition and make and pay for all interior repairs to the Demised Premises except any interior repairs required to be made by the Overlandlord under the Overlease as hereinafter provided. Tenant agrees to repair or replace at its own cost and expense all doors, interior walls and broken glass in the Demised Premises, to replace HVAC parts in need of replacement, to maintain an HVAC service contract including the performance of routine maintenance from a reputable HVAC contractor and to make and pay the first \$5,000.00 (per year) for the cost of any repairs and replacements to the HVAC system necessary to maintain same in good operating condition throughout the term hereof. Landlord shall pay for the cost of repairs and replacements to the HVAC system in excess of the first \$5,000.00 per year.

The Overlease provides in part that:

"REPAIRS Art. 16

"The [Over]Landlord agrees to make and pay for (a) all repairs, structural or otherwise, to the exterior of the building on the demised premises or of which the demised premises are a part, including but not limiting said repairs to the streets, curbs, sidewalks and alleys, and (b) all repairs to the interior of said building which may be of a structural nature and which are not made necessary by any unusual use of the demised premises by the Tenant, and (c) all repairs, structural or otherwise, to the interior of the demised premises made necessary by acts of God and the elements and leakage or flowing of water and steam into the demised premises."

(B) The Landlord agrees that Tenant shall have the right to invoke Tenant's Remedies when so requested by the Tenant in writing to notify Overlandlord that it is required to perform the aforesaid provisions of said Overlease with respect to the Demised Premises and to sue Overlandlord if Tenant believes Overlandlord has not properly performed its duties under the Overlease; and Tenant agrees that Overlandlord bears the responsibility to perform same. Except as stated in this Article 12, the Landlord shall have no obligation whatsoever to make repairs of any nature to the Demised Premises. In the event Landlord chooses to replace any HVAC unit with a new HVAC unit having a warranty of five (5) years or longer, Landlord shall assign said warranty to Tenant, whereupon, the provisions of clause "(A)" above shall no longer apply to said unit and Tenant shall bear all repair and maintenance responsibilities for any such unit.

(C) Except as stated in the next sentence, under no circumstances whatsoever will Overlandlord have any responsibility for maintenance, repair or replacement of the Demised Premises beyond that contained in the Overlease. Notwithstanding the provisions of the preceding sentence, Overlandlord agrees that, if this Lease becomes a direct lease between Overlandlord and Tenant, and, if Tenant complies with its HVAC obligations as stated in subparagraph "(A)" of this paragraph 12, then Overlandlord shall pay for the cost of repairs and replacements to the HVAC system in excess of the first \$5,000.00 per year.

(D) Portions of the floor may be a terrazzo base over concrete ("terrazzo flooring"). If the existing terrazzo flooring becomes a safety or functional issue in the normal course of Tenant's business which does not allow Tenant to operate its business safely or functionally, Landlord shall, subject to the \$50,000 limitation stated in the next sentence, at Tenant's request, remove the terrazzo flooring and

replace with a concrete floor, finished and sealed. Notwithstanding the preceding sentence, Landlord's obligation to repair any portion of the terrazzo flooring shall not exceed, in aggregate, through the entire term and extension periods of this lease a cost to Landlord of \$50,000. Landlord will coordinate and complete its floor repair work with Tenant so as to minimize the area of the Demised Premises disrupted at any one time and the interference with the conduct of business, which may include doing portions of the repair work during hours when the store is not normally open for business. Aggregate costs for the purposes of this paragraph equals the total costs expended by Landlord for any repairs to the terrazzo floor after the Delivery Date and not inclusive of any costs associated with Landlord's Work outlined in Article 40. Prior to Landlord performing any repairs to the terrazzo floor requested by Tenant, Landlord will inform Tenant of the estimated cost to repair and will advise Tenant if the estimated cost will exceed an aggregate cost of \$50,000. In the event the aggregate cost will exceed \$50,000, Tenant agrees to contract for the work directly with a contractor of Tenant's choice and Landlord agrees to reimburse Tenant a portion of the cost so that Landlord's aggregate costs equals \$50,000.

13. Fire or Other Casualty. The Tenant agrees that if the Demised Premises or the building of which the Demised Premises are a part is damaged or destroyed by fire or through any other cause, to immediately notify the Landlord of such damage or destruction. If, on or after the date hereof,

(a) the Demised Premises are damaged to the extent of 25% or more of the replacement cost thereof (excluding land and foundation), or

(b) the Demised Premises are damaged during the last twelve (12) months of the initial term hereof, or during the last eighteen (18) months of any renewal term, then any of either Overlandlord, Tenant or Landlord, at its option, may cancel and terminate this Lease as of the date of such damage or destruction by giving to the other two parties written notice of such cancellation and termination within sixty (60) days following the date of such damage or destruction. Upon termination, this Lease and the term thereof shall cease and come to an end on the date of such damage or destruction, and any unearned rent or other charges paid in advance by Tenant shall be refunded to Tenant.

In the event this Lease is not terminated as provided above, Landlord agrees to promptly notify Overlandlord that it is required to comply with the provisions of Article 17 of the Overlease at Overlandlord's own cost and expense and, provided the Demised Premises is damaged there shall be an abatement of rent during the same period as the abatement of rent realized by Landlord pursuant to the provisions of Article 17 of the Overlease. It is specifically understood that the Landlord shall have no obligation whatsoever to restore the Demised Premises or the building of which the Demised Premises are a part and that the Landlord's obligations in this respect are restricted solely to taking the appropriate action referred to in the preceding paragraph of this Article 13. If Overlandlord fails to commence the restoration of the Building within 60 days following receipt of Landlord's notice to commence repairs, Tenant may terminate the Lease. Furthermore, Tenant agrees that in the event of damage or destruction by fire or other cause of Tenant's leasehold improvements, neither the Overlandlord, the Sublandlord nor Landlord shall have any obligation to repair or restore said leasehold improvements and Tenant agrees to maintain insurance coverage on such leasehold improvements and to repair or restore same in the event of damage by fire or other cause.

14. Indemnity; Insurance. (A) Tenant shall protect, defend, save harmless and indemnify Landlord, Sublandlord and Overlandlord from and against all losses, claims, liabilities, injuries, expenses (including reasonable legal fees), lawsuits and damages of whatever nature to the extent caused by or resulted from any act, omission or negligence of Tenant or its subtenants, concessionaires, employees or contractors except if caused by Landlord's negligence. Landlord shall not be liable for any injury, or any loss or damage to or interference with, any merchandise, equipment, fixtures, furniture, furnishings or other personal property or the business operations of Tenant or anyone in the Demised Premises occasioned by (i) the act or omission of persons occupying other premises, or (ii) any defect, latent or otherwise, in any building or the equipment, machinery, utilities, or apparatus, or (iii) any breakage or leakage of the roof, walls, floor, pipes or equipment, or (iv) any backing up, seepage or overflow of water or sewerage, or (v) flood, rain, snowfall or other elements or Acts of God. The preceding sentence shall not be construed so as to impair or diminish Overlandlord's responsibilities as stated in the Overlease, all of which shall remain unmodified by such sentence.

(B) Tenant's Insurance. Tenant shall maintain with financially responsible insurance companies licensed to do business in the state where the Demised Premises is located: (i) a commercial general liability insurance policy with respect to the Demised Premises and its appurtenances (including signs) naming Landlord and Kimco Realty Corporation as additional insureds with a limit of not less than \$1 million combined single limit; (ii) an umbrella liability insurance policy with a limit of not less than \$5 million, naming Landlord as an additional insured; (iii) an all-risk property insurance policy insuring all merchandise, leasehold improvements, furniture, fixtures and other personal property, all at a cost deemed appropriate by Tenant. Tenant agrees to use commercial reasonableness. Tenant shall deliver these insurance policies or certificates thereof, satisfactory to Landlord, issued by the insurance company to Landlord with premiums prepaid on the signing of this Lease and thereafter at least 30 days prior to each expiring policy. Tenant's failure to deliver copies of the policies or certificates shall constitute a default and shall entitle Landlord, at Landlord's option, to purchase the above required insurance at then prevailing market rates, and Tenant shall pay Landlord on demand the costs thereof plus a twenty

percent (20%) administrative fee. All policies of insurance required of Tenant shall have terms of not less than one year.

15. Regulations. Tenant will execute and comply with, at Tenant's own cost and expense, all laws, rules, orders, ordinances and regulations of any federal, state or municipal government or any department or division thereof at any time issued or in force applicable to the Demised Premises or to the Tenant's specific use (structural or otherwise) of the Demised Premises, but in no event shall Tenant be required to make any structural or permanent changes or improvements to the Demised Premises (unless solely due to Tenant's specific and particular use of the Demised Premises) or any changes that are applicable to general retail use. Tenant shall make such improvements as may be required if they arise solely because of Tenant's specific and particular use of the Demised Premises and Tenant shall comply with any rules or orders of the local Board of Fire Underwriters and of all insurance companies writing policies covering said Demised Premises or any part thereof, it being the intention of the parties hereto that the Tenant shall assume the entire responsibility and also fully relieve the Landlord, the Sublandlord and the Overlandlord from the responsibility of executing and complying with said laws, rules, orders, ordinances and regulations whether the work required be ordinary or extraordinary, structural or otherwise.

16. Eminent Domain. In the event all of the Demised Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking and the Landlord shall thereupon be released from any further liability hereunder. In the event 10% or more of the Demised Premises or 10% or more of the parking areas of the Shopping Center shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, Landlord and Tenant shall each have the option to cancel and terminate this Lease as of the date of such taking upon giving the other party notice in writing of such election within thirty (30) days after the receipt by the Landlord from the Sublandlord or the Overlandlord of written notice that said premises have been so appropriated or taken (and provided such notice is delivered by Sublandlord or Overlandlord, or thirty (30) days from Tenant learning of such proceeding) and the Landlord shall thereupon be released from any further liability under this Lease. No part of any award as a result of such appropriation or taking shall belong to the Tenant, and Tenant agrees not to look to the Landlord, Sublandlord or Overlandlord for any part of such award, except that Tenant may recover a separate award for its improvements, relocation expenses and loss of goodwill.

17. (A) Defaults. Any one of the following shall be a default by Tenant: (1) if Tenant fails to pay Rent or other money and such failure continues for five (5) days after written notice thereof, or (2) if Tenant fails to perform or observe any agreement or condition on its part to be performed or observed, other than the defaults mentioned in the preceding clause (1) or in clauses (3) through (7) below and it continues for thirty (30) days after written notice from Landlord, except if that matter cannot easily be cured within such thirty (30) day period Tenant shall have an additional period up to 90 days, provided Tenant is diligently proceeding to cure such breach, or (3) if Tenant's leasehold interest is levied on, attached or taken by any process of law, or (4) if Tenant makes an assignment of its property for the benefit of creditors, or (5) if any bankruptcy, insolvency or reorganization proceeding or arrangement with creditors (whether through court or by proposed composition with creditors) is commenced by or against Tenant and is not dismissed within ninety (90) days, or (6) if a receiver or trustee is appointed for any of Tenant's property which is not discharged within ninety (90) days, or (7) if this Lease is transferred to or devolves on, or the Demised Premises is occupied by, anyone other than Tenant except if specifically permitted by this Lease.

(B) Remedies. If a default occurs, then in any of such cases Landlord or its agent shall have the right to enter the Demised Premises and dispossess Tenant and all other occupants and their property by legal proceedings. Tenant hereby waives any claim it might have for trespass or conversion or other damages if Landlord exercises such remedies. Landlord may exercise the remedies just mentioned without terminating this Lease. As an independent, cumulative right to obtain possession without terminating this Lease, Landlord shall have the right to terminate this Lease by giving Tenant written notice specifying the day of termination (which shall be not less than five days from the date of the notice), on which date this Lease and all of Tenant's rights will cease; but in all cases Tenant shall remain liable as hereinafter provided. Notwithstanding any re-entry, dispossession or termination of the Lease by Landlord, Tenant will remain liable for damages to Landlord in an amount equal to the aggregate of all Rents and other charges required to be paid up to the time of such re-entry, dispossession or termination, and for Landlord's damages arising out of the failure of Tenant to observe and perform Tenant's covenants and, in addition, if Landlord terminates Tenant's right of possession only, for each month of the period which would otherwise have constituted the balance of the Lease Term, Tenant shall pay any deficiency between the monthly installment of Base Rent and all other Rent that would have been payable, less the net amount of the rents actually collected by Landlord from a new tenant, if any and provided further, if Landlord terminates this Lease, Landlord shall, in addition, be entitled to recover as damages, the aggregate sum which at the time of termination represents the excess, if any, of the present value of the aggregate Rent which would have been payable after the termination date of this Lease over the present value of the aggregate fair rental value of the Leased Premises for the balance of the Lease Term, such present worth to be computed in each case on the basis of a 5% per annum discount. Tenant will not be entitled to any surplus. Furthermore, Tenant will be liable to Landlord for all the necessary and reasonable expenses Landlord incurs for: legal fees related to obtaining possession and making a new lease with another tenant; brokerage commissions in obtaining another tenant;

expenses incurred in putting the Demised Premises in good order and preparing for re-rental (together herein referred to as "Reletting Costs"). In addition, Landlord may relet the Demised Premises, or any part thereof, for a term which may be less or more than the period which would have constituted the balance of the Lease Term and may grant reasonable concessions or free rent to a new tenant. Landlord's refusal or failure to relet the Demised Premises to a new tenant shall not release or affect Tenant's liability; and Landlord shall not be liable for failure or refusal to relet, or for failure to collect rent under such reletting. In the event of a breach or threatened breach of the Lease by Tenant, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity. Mention of any particular remedy shall not preclude Landlord from any other remedy in law or in equity. Landlord and Tenant mutually agree that they hereby waive trial by jury in any action, proceeding or counterclaim brought by either against the other as to any matters arising out of or in any way connected with this Lease, or their relationship as Landlord and Tenant, or Tenant's use or occupancy.

(C) Commencing January 30, 2014 and throughout the entire First Additional Term, Tenant agrees that if it defaults under this Lease, and Landlord terminates this Lease as a result of such default, Overlandlord may commence legal proceedings against Tenant for all rents remaining under this Lease calculated as provided above, to the extent rightfully owing on account of such default. Landlord agrees that, to the extent Overlandlord recovers or collects any rents from Tenant pursuant to this subparagraph (C), Landlord waives its right to collect the same from Tenant.

18. Notices. Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease, such notice or demand shall be given and served and shall not be deemed to have been duly given or served unless in writing and forwarded by certified or registered mail, return receipt requested, or by a nationally recognized overnight courier (such as Federal Express or UPS overnight service) addressed as follows:

TO THE LANDLORD:

KIMSWORTH ILLINOIS INC.
C/O KIMCO REALTY CORPORATION
3333 NEW HYDE PARK ROAD, SUITE 100
P.O. BOX 5020
NEW HYDE PARK, NY 11042-0020

TO THE OVERLANDLORD:

CHICAGO TITLE LAND TRUST COMPANY
c/o Robin Realty and Management Co.
as Agent for Marketplace of Oak Lawn Shopping Center
1333 North Wells Street
Chicago, IL 60610

TO THE TENANT:

OL ENTERPRISES, LLC
2650 Belvidere Road
Waukegan, IL 60085
Attention: Mr. Leo Schmidt

And to:

Meltzer, Purtili & Stelle LLC
300 South Wacker, Suite 3500
Chicago, IL 60610
Attn: Joy S. Goldman

Such addresses may be changed from time to time by either party by serving notices as above provided.

19. Waiver. No defaults shall be deemed waived unless in writing signed by the Landlord. The failure of the Landlord to insist upon a strict performance of any of the terms, covenants and conditions herein, shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of a subsequent breach or default in the terms, covenants and conditions herein contained. This instrument may not be changed, modified or discharged orally.

20. Limitations on Liability. "Tenant" includes the persons named expressly as Tenant and its permitted transferees, successors and assigns. Except as otherwise provided in the next sentence, the agreements and conditions contained in this Lease shall be binding on and inure to the benefit of the parties hereto and their permitted transferees, legal representatives, successors and assigns. "Landlord" means only the then owner of the lessor's interest in this Lease, and in the event of a transfer by Landlord of its interest in this Lease, the transferor shall be automatically released from all liability and obligations

as Landlord subsequent to the transfer. Notwithstanding anything to the contrary, Tenant agrees it will look solely to Landlord's leasehold interest in the Demised Premises as the sole asset for collection of any claim, judgment or damages or enforcement of any other judicial process requiring payment of money. Tenant agrees that no other assets of Landlord shall be subject to levy, execution or other procedures to satisfy Tenant's rights or remedies.

21. Holding Over. If Tenant or anyone claiming under Tenant remains in possession of the Demised Premises after the expiration of the Lease Term, that person shall be a tenant at sufferance; and during such holding over, Base Rent shall be the rate equal to 150% of the rate which was in effect immediately prior to the Lease Term expiration, which Landlord may collect without admission that Tenant's estate is more than a tenancy at sufferance and all the other provisions of this Lease shall apply insofar as the same are applicable to a tenancy at sufferance.

22. General Provisions. This Lease is and shall be considered to be the only agreement between the parties hereto; all negotiations and oral agreements acceptable to both parties are included herein. It is further agreed between the parties hereto that the signing of this Agreement by Tenant does not constitute a complete transaction until such time as this Lease shall have been accepted by Landlord, and executed by its proper officers and if not accomplished within twenty (20) days following Tenant's submission of a signed Lease, Tenant may withdraw its offer to lease the Demised Premises at any time thereafter. The captions of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. Tenant agrees that under all circumstances where the Overlandlord shall be required to perform any obligation under the Overlease the Landlord shall promptly take appropriate action to require the Overlandlord so to do. Landlord shall have the right (but shall not be obligated) to enter the Demised Premises upon reasonable notice (and in case of emergency without notice) to inspect or to show the Demised Premises to prospective purchasers, mortgagees or tenants (all during the last four (4) months of the term), or to make any repairs, alterations, or improvements, including the installation or removal of pipes, wires and other conduits serving other parts of the property upon prior notice to Tenant and shall do so with minimum interference with Tenant's conduct of business. Commencing four (4) months prior to expiration of the Lease Term, Landlord may maintain "For Rent" signs on the front or any other part of the exterior of the Demised Premises. Anything in this Lease to the contrary notwithstanding, the Tenant agrees that it will not use, suffer or permit to be used, the Demised Premises or any part thereof in violation of any restrictions affecting the Demised Premises and now in force, of which Landlord has provided Tenant copies. The Landlord and the Sublandlord shall not be liable for any failure of water supply or electrical current, nor for injury or damage to person or property caused by or resulting from steam, gas, electricity, water, rain or snow which may leak or flow from any part of the building on the Demised Premises or the building of which the Demised Premises are a part, or from pipes, appliances or plumbing work of the same or from the street or sub-surface or from any other place, nor for interference with light or other incorporeal hereditaments by anybody other than the Landlord or the Sublandlord, or caused by operations by or for any governmental or quasi-governmental authority in construction of any public or quasi-public work; neither shall the Landlord nor the Sublandlord be liable for any latent defect in said building. The provisions of the preceding sentence shall not be construed to impair or diminish Overlandlord's responsibilities under the Overlease. Landlord and Tenant hereby release the other and all other persons claiming under it, to the extent of its insurance coverage, from any and all liability for loss or damage caused by fire or any of the extended coverage casualties, or any other insured casualty, even if the fire or other casualty is brought about by the fault or negligence of the other or of any persons claiming under the other. Landlord and Tenant will cause their insurance company to endorse their respective insurance policies with a waiver of subrogation. Tenant represents and warrants to Landlord that neither Tenant nor any affiliate or representative of Tenant (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order number 13224, 66 Federal Register 49079 (September 25, 2001) (the "Order"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of the OFAC or any other applicable requirements contained in any enabling legislation or other executive orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (iii) is engaged in activities prohibited in the Orders; or (iv) has been convicted, pleaded nolo contendere, indicted, arraigned or detained on charges involving money laundering or predicate crimes to money laundering. In the event any of the representations in this Article are determined to be false now or at any time during the Lease Term, Tenant shall be deemed to have committed an incurable default, entitling Landlord, in addition to all other remedies at law or in equity, to terminate this Lease on five (5) days written notice to Tenant.

23. Unavoidable Delays. Where either party hereto is required to do any act but is untimely in completing the act, the time attributable directly to delays caused by an Act of God, hurricane, tornado, rain, snow, cold or other weather, war, civil commotion, fire or other casualty, labor difficulties, or shortages of labor, materials or equipment, government regulations or other causes beyond such party's reasonable control shall not be counted in determining the time during which such act is to be completed. In any case where work is to be paid for out of insurance proceeds or condemnation awards, due allowance shall be made for delays in the collection of such proceeds and awards. The provisions of this Article shall not be applicable at all to excuse or permit delay of the time for Tenant to pay Rent or other money or to obtain and maintain insurance policies. If Landlord is unable to deliver the Demised Premises by the end of seven (7) months after the full and complete execution of this Lease, then either

party may terminate this Lease by giving thirty (30) days written notice to the other, at any time prior to tender but Landlord shall have the right to vitiate Tenant's termination if Landlord delivers the Demised Premises to Tenant within 30 days after Landlord receives Tenant's termination notice..

24. Mechanic's Lien. The Landlord, Sublandlord and Overlandlord shall not be liable for any labor or materials furnished to the Tenant at the behest of Tenant and no mechanic's or other lien for such labor and materials shall attach to or affect the Demised Premises or the interest of the Landlord, Sublandlord or the Overlandlord therein. Whenever and as often as any such lien shall have been filed against the Demised Premises, the Tenant shall forthwith remove or satisfy the same by bonding, deposit or payment within twenty (20) days after notice to the Tenant, and, thereafter, Landlord may pay the amount of such mechanic's lien or discharge the same by bond or deposit and the amount paid or deposited together with interest at the rate of ten (10%) percent per annum shall be deemed additional rent due hereunder and payable on the date when the next installment of rent shall become due. In the event this Sub-sublease becomes a direct lease between Overlandlord and Tenant, then Tenant agrees it shall not enter into any contract costing \$100,000.00 or more with a third party for performance of work at, or furnishing of services to, the Demised Premises unless Tenant first provides proof satisfactory to Overlandlord (in Overlandlord's reasonable judgment) that Tenant has the financial ability to pay for such work or services in full, thereby giving Overlandlord comfort that no mechanic or similar lien shall attach to Overlandlord's Shopping Center property due to Tenant's failure to pay.

25. Common Facilities. (A) Article 28 of the Overlease provides in part as follows:

"The [Over]Landlord agrees at [Over]Landlord's expense to adequately maintain throughout the term hereof, all of said Common Facilities in good and usable condition, free and clear of ice, snow and debris, and adequately lighted at all times when Tenant's store is open for business without any charge or cost for such use by the Tenant."

Landlord agrees to promptly notify Overlandlord when so requested by Tenant in writing that it is required to perform the aforesaid provisions of said Overlease and Tenant agrees that Overlandlord bears the sole responsibility to perform same.

(B) **Common Area Rent.** [Intentionally deleted.]

26. Occupancy and Rental Taxes. In the event legislation is enacted after the date hereof which requires tenants to pay, excise, sale, use, transaction of privilege taxes, or similar taxes, however named, upon the rents that tenants pay to their landlords, then Tenant hereby agrees to pay all such taxes, or similar taxes, however named, upon the rent payable under this Lease.

27. Tenant's Personal Property Taxes. Tenant shall pay, before delinquency, all property taxes and assessments on the furniture, fixtures, equipment and other property of Tenant at any time situated or installed in the Demised Premises and on any leasehold improvements made to the Demised Premises by Tenant.

28. Easement. Landlord hereby reserves, and Tenant agrees to take, the Demised Premises subject to an easement in favor of Landlord to install, maintain and replace pipes, wiring and conduits in and through the Demised Premises to the extent necessary to serve the Demised Premises. Landlord, Sublandlord and Overlandlord shall have reasonable access to the Demised Premises for this purpose and such work shall be accomplished so as not to unreasonably interfere with the conduct of Tenant's business and at no cost, expense or risk to Tenant.

29. Broker. Tenant represents that no broker, finder, or other person entitled to compensation (the "Broker") was involved in this Sub-Sublease, and that no conversations or prior negotiations were had with any broker, finder or other person entitled to compensation, other than the Broker identified in Article 1(P), if any, concerning the renting of the Demised Premises. Tenant shall defend, indemnify and hold Landlord harmless against any claims for brokerage commission or finder's fee arising out of any conversations or negotiations had by Tenant with anyone other than the Broker identified in Article 1(P).

30. Signage. All signs to be fabricated and/or installed by Tenant shall be at Tenant's sole expense. Subject to Overlandlord's consent, Landlord hereby consents to the largest illuminated signage permitted by law which shall be consistent with Tenant's corporate identification, which shall be installed within the existing sign facade. Overlandlord hereby consents to the foregoing sign, as depicted on Exhibit B attached hereto and incorporated herein. In addition, Tenant shall have the right to install a panel in the top panel reserved for use by tenants on the existing pylon sign or any replacement thereof.

31. Plans and Specifications.

(A) 1. Tenant shall submit to Landlord, complete copies of all submissions made by Tenant to obtain any necessary building permits (hereinafter collectively referred to as "Plans") for all the work to be done by Tenant to the Demised Premises.

2. Tenant shall act as its own general contractor in performing such work as is necessary to ready the Demised Premises, following completion of Landlord's Work, to open for

business ("Tenant's Work"), which will consist generally of installing kitchen and bath displays, installing racking for display and inventory, installing phone, data, security/camera and fire systems and/or alarms and related electrical work, painting and possibly interior shelving and partitions in the employee and administrative spaces.

(B) Upon the Delivery Date, Tenant shall immediately apply for and exercise its best efforts to obtain all permits necessary for its work. After the permits are issued Tenant shall promptly commence and complete Tenant's work in conformity with the Plans, building department requirements and all relevant laws and regulations. In the event that, despite its best efforts, Tenant does not secure all required permits on or before sixty (60) days after the date Tenant first applied for same, then either Landlord or Tenant may, by written notice, cancel and terminate this Lease without liability. However, if Landlord gives such termination notice, Tenant may, at its option, cancel Landlord's termination, in which event, the Rent Commencement Date shall be the earlier of one hundred twenty (120) days after Tenant opens for business or two hundred forth (240) days after the Delivery Date, and this Lease shall remain in full force and effect; and if Tenant gives such termination notice, Landlord may, at its option, cancel Tenant's termination for sixty (60) days, during which time Landlord shall have the right (but not the obligation) to attempt to secure said permits on Tenant's behalf. If Landlord succeeds in obtaining such permits during such sixty (60) day period, this Lease shall continue in full force and effect; if Landlord does not so succeed during said period, this Lease shall thereupon cease, terminate and be of no further force or effect whatsoever. Tenant shall comply with all legal requirements during its work and, when completed, Tenant's work must comply with all laws, ordinances, regulations or orders of public authority, and with the requirements of the appropriate Fire Insurance Rating Organization and Landlord's insurance company. Prior to opening for business, Tenant shall obtain and deliver to Landlord: (a) Tenant's affidavit that all work, labor and materials have been paid for, (b) final lien waivers, as well as paid invoices or statements, from all contractors and subcontractors who performed work at the Demised Premises and all materialmen and suppliers who provided materials and/or equipment used in connection with Tenant's work at the Demised Premises, and (c) a copy of the certificate of occupancy to the extent issued (or its local equivalent) for the Demised Premises. If a temporary Certificate of Occupancy is issued, Tenant shall deliver a copy of that document to Landlord and then, upon issuance of a permanent Certificate of Occupancy, immediately forward a copy of it to Landlord. For any Tenant work that involves penetration of the roof surface, Tenant shall employ Overlandlord's roofing contractor, thereby ensuring that the roofing bond and/or warranty will remain in full force and effect. The maintenance of Tenant's roof work will be the sole responsibility of Tenant and shall include the repair of adjoining areas that might have been affected due to water penetration through Tenant's roof work. In the event Tenant must obtain a zoning variance, waiver or other change in order to use the Demised Premises for the purposes described in Article 1(M), or for any work Tenant desires to perform at the Demised Premises, Tenant shall first obtain the written approval of Landlord, Sublandlord, and Overlandlord, prior to seeking such a change. Tenant shall not be permitted to enter into any agreements that affect the use, access, or condition of the Shopping Center or the Demised Premises without first obtaining the written approval of Landlord, Sublandlord, and Overlandlord, and any attempt to do so shall constitute a default under the Lease.

32. **"AS IS"**. It is understood and agreed that Tenant has inspected and examined the Demised Premises, the parking lot and common areas, and is familiar with the physical condition thereof; the Landlord has not made and does not make any representations as to the physical condition of the Shopping Center and, except as otherwise specifically provided for in this Lease, the Tenant agrees to take them "as is", subject to completion of Landlord's Work and any future ongoing obligations of Landlord or Overlandlord.

33. [Intentionally deleted.]

34. **Options to Extend Lease.**

(A) Provided Tenant is not then in default of the Lease and Tenant is in actual physical possession of all of the Demised Premises (and operating and open for business as contemplated by this Lease, in all of the Demised Premises), Tenant shall have the right to extend the term of this Lease set forth in Article 1 (the "Original Term") for one (1) additional period of five (5) years (the "First Additional Term"). If Tenant does so extend the Term, then, commencing January 30, 2014, and automatically, without necessity of any further act or deed: (i) each of Sublandlord and F.W. Woolworth Co. shall be fully, irrevocably and unconditionally released and discharged of and from all liability arising out of or relating to the Overlease or the Sublease; (ii) the Overlease shall be a direct lease between Overlandlord (as the landlord thereunder) and "Landlord's Special Purpose Assignee" (hereinafter defined; as the tenant thereunder); (iii) Landlord's Special Purpose Assignee shall be deemed the Landlord under this Sub-sublease; (iv) Landlord shall be fully, irrevocably and unconditionally released and discharged of and from all liability arising out of or relating to the Sublease or this Sub-sublease excluding any prior unresolved claims; and (v) the rent payable by Landlord's Special Purpose Assignee to Overlandlord shall be increased by \$90,000.00 per annum (payable in equal monthly installments of \$7,500.00). "Landlord's Special Purpose Assignee" means a corporation to be formed by Landlord, whose sole asset shall be the Overlease and the Sub-sublease. In order to exercise this option, Tenant must deliver to Landlord written notice on or before January 31, 2013 of its election to exercise its option, **TIME BEING OF THE ESSENCE** with respect to such notice. Such notice of election to extend the term of the Lease shall be irrevocable. Except as specifically set forth herein, the First Additional Term shall be upon all of the terms

and conditions of the Lease except that any articles which were intended to be one-time, initial provisions or concessions (such as free rent) shall be deemed to have been satisfied and shall not apply to the First Additional Term. In the event Tenant exercises its option to extend the Term of the Lease for the First Additional Term as provided above, the Base Rent during each Lease Year of the First Additional Term shall be as set forth in Article 1(H)(i).

(B) Landlord has no right to renew beyond the last day of the First Additional Term. Notwithstanding, provided Tenant is not in default of the Lease and has faithfully performed the terms or conditions of the Lease and Tenant is in actual possession of all of the Demised Premises (and operating and open for business as contemplated by this Lease, in all of the Demised Premises), Tenant shall have the additional right to extend the Term of this Lease for one (1) further additional period of five (5) years (the "Second Additional Term"), whereupon this Lease shall, for the entire Second Additional Term, be a direct lease between Overlandlord and Tenant, and Tenant shall pay rent to Overlandlord at the Notice Address provided in Article 18. In order to exercise this option, Tenant must deliver to Overlandlord written notice on or before January 31, 2018, of its election to exercise its option, TIME BEING OF THE ESSENCE with respect to such notice. Such notice of election to further extend the Term of the Lease shall be irrevocable. Except as specifically set forth herein, the Second Additional Term shall be upon all of the terms and conditions of the Lease, except that any articles which were intended to be one-time, initial provisions or concessions (such as free rent) shall be deemed to have been satisfied and shall not apply to the Second Additional Term. Also, there shall be no option to extend the Term of the Lease beyond the Second Additional Term. In the event tenant exercises its option to extend the Term of the Lease for the Second Additional Term as provided above, the Base Rent during each Lease Year of the Second Additional term shall be as set forth in Article 1(H)(i).

35. Surrender of "Space X" to Overlandlord. Upon the execution of this Lease, "Space X" (as shown on Exhibit A) shall, automatically and without necessity of further act or deed whatsoever, be deemed surrendered to and accepted by Overlandlord in "as-is" condition.

36. Estoppel Certificates. From time to time, within ten (10) days following written notice, each of the undersigned parties shall deliver to any of the other undersigned parties requesting same, a signed and acknowledged written statement certifying: the date of this Lease and that this Lease is in full force and effect and unmodified except as stated; the monthly Base Rent payable during the Lease Term; the date to which the Rent and other payments have been paid; whether any party is in default, or if there are any offsets, defenses, or counterclaims claimed by a party, and if a default, offset, defense, or counterclaim is claimed, specifying the specific nature and default; and stating any additional matters requested by the requesting party or its mortgagee.

37. Utility Deregulation. [Intentionally deleted.]

38. Insulation. [Intentionally deleted.]

39. Odor. [Intentionally deleted.]

40. Landlord's Work. At Landlord's sole cost and expense, Landlord shall, on or before the Delivery Date, perform or cause to be performed the following work ("Landlord's Work") in good and workmanlike manner:

1. Deliver existing HVAC units in good working order. There are 130.5 tons of existing HVAC.
2. Deliver roof in watertight condition.
3. Deliver sprinkler system in code compliance condition based upon Tenant's proposed use, including a new fire alarm panel in working condition. Tenant agrees not to exceed twelve (12) feet in height with any solid pile, palletized and rack storage. Landlord shall remove any accumulated dust from the sprinkler heads.
4. Tenant will install and Landlord will reimburse Tenant for costs to install all required "in rack" sprinkler protection for (i) all aerosol paint cans; (ii) any oil based paints and thinners; (iii) any flammable mastics or glues; and (iv) any other substance the fire department requires to be sprinkled. Tenant agrees to utilize Landlord's sprinkler contractor. At any time after opening, should Tenant replace, relocate or add to the racks for these materials then Tenant shall be solely responsible for all "in rack" sprinkler protection costs.
5. Landlord shall install all required fire extinguishers required by code. The Tenant will be responsible for any future testing, maintenance and/or replacement of these fire extinguishers.
6. Demised Premises to be delivered with no outstanding code compliance issues. Any code compliance requirements during the Lease Term will be Landlord responsibility unless due to Tenant neglect or specific Tenant use.

7. Except as otherwise directed by Tenant on or before April 13, 2009, Landlord will remove (and Tenant may keep) all existing furniture, display, fixtures and check out counters. The existing customer service counter at the front of the store will remain.

8. Existing tile and carpet to be removed in the areas designated by Tenant. All mastic and glue remaining on the slab shall be removed. The slab and/or terrazzo cleaned and repaired, if necessary, and sealed with a two part rolled clear epoxy finish. Landlord agrees to fill in and repair areas under the existing check out fixtures. All concrete and terrazzo flooring in the Demised Premises shall be sealed as provided above, and areas designated by Tenant shall receive two (2) coats of sealant. Landlord to install thresholds between any concrete area and any finished floor area. The floor throughout the store shall be sufficiently level for Tenant's safe use of wheeled carts and forklifts.

9. Restrooms to remain in existing locations, Landlord to bring existing restrooms and employee break room to meet ADA code if required.

10. The flooring in the receiving and stock room areas are to be repaired or replaced so that the floor is sufficiently level for Tenant's use of wheelchairs, forklifts and the weight levels.

11. Deliver storefront glass and 8' high entrance door as follows: (1) double 3' wide swinging entrance door and (1) 8' wide sliding exit door. No thresholds and cart guards on glass.

12. Landlord to enlarge two (2) existing receiving doors at loading dock to become 10' x 10' receiving doors and install bumpers, seals, levelers, swing lights and garage door openers to each dock opening. The existing receiving door bell will be in working condition. Landlord will adjust any fire sprinkler line as required for these receiving doors.

13. The existing opening from the receiving and stock room area to the sales floor will be expanded to create a 10' x 10' opening with bumper protection on the side walls.

14. Landlord will create a 10' x 10' opening with a roll up door and bumper protection in the west rear wall in the receiving and stock room area for Tenant's forklift to access the rear drive lane. There will be an asphalt ramp installed to provide for this transition from the interior floor to the existing exterior grade.

15. Landlord will provide a 30 amp, 3-phase, 480v electric service to be located to the right of Tenant's baler unit. Tenant to provide location of unit.

16. Relocate compactor chute and pad to a mutually agreed-to location.

17. Replace missing and/or noticeably stained ceiling tile.

18. All lights and ballasts shall be in good working order. Emergency lighting and exit light fixtures will be in good working order and code compliant.

19. All doors shall be able to swing clear of any obstructions and all panic bars shall be functioning.

20. The depressed dock area doors shall be in good condition and in good working order.

21. Landlord will install a 24" x 24" floor based cast iron slop sink with floor drain in the new Janitor's room in the NW corner of the Demised Premises adjacent to the employee break room. The walls around the slop sink will be protected with water resistant covering.

22. Landlord shall perform the above work for Tenant to obtain a certificate of occupancy. If any other work is required which is related to or specific to Tenant's business operations then Tenant will be responsible to complete.

23. Landlord shall warrant Landlord's Work against defects in materials and workmanship for one year following completion.

24. Landlord to install lock on riser room door.

25. Repair any damaged drywall.

26. Landlord to deliver compactor pad in the location shown on Exhibit A.

Under no circumstances shall Overlandlord have any responsibility for undertaking or the completing of Landlord work. Overlandlord does approve of the compactor pad being installed in the location depicted on Exhibit A or in any other location along the rear wall of the Demised Premises provided it has no

interference with any delivery access of adjacent tenants. Any claim that Tenant may have with respect to Landlord's Work shall be made solely against Landlord, and Tenant shall not be allowed to make a claim against Overlandlord nor shall Overlandlord have any responsibility whatsoever with respect to Landlord's Work. In the event Tenant is unable to obtain either a permanent or temporary certificate of occupancy (or local equivalent) (and, thus, unable to open for business) because, upon inspection by the building inspector (or similar municipal official) it is determined that either (i) the Demised Premises is not in compliance with code requirements in one or more respects; or (ii) the common areas of the Shopping Center are not in compliance with code requirements in one or more respects; then (a) any such occurrence shall not be deemed to have delayed the occurrence of the Delivery Date; (b) Landlord shall take any necessary corrective action as quickly as practicable to eliminate such non-compliance issues as they relate to the Demised Premises and Overlandlord shall take any necessary corrective action as quickly as practicable to eliminate such non-compliance issues as they relate to the Common Areas; (c) the Rent Commencement Date shall be delayed one (1) day for each of the first thirty (30) days that a temporary and/or permanent certificate of occupancy is not issued and Tenant is so delayed from opening for business; and (d) if the temporary and/or permanent certificate of occupancy is not issued and Tenant is still delayed from opening for business after the expiration of the thirty (30) day period referred to in clause "(c)", then the Rent Commencement Date shall be delayed two (2) days for each day after such thirty (30) day period until the temporary and/or permanent certificate of occupancy is issued. Further, if any deficiencies are noted which require any permanent or structural improvements or changes that are applicable generally to retail use, including any upgrades to the sprinkler or life safety systems, Landlord shall take all required action.

41. Sales Threshold Rent Adjustment.

(A) Except as stated in subparagraph "(B)" below, each of Overlandlord, Sublandlord, Landlord and Tenant agree that, notwithstanding anything stated in the Overlease or the Sublease, no party shall be required to report sales to any other party.

(B) The provisions of this subparagraph "(B)" shall cease, terminate and be of no further force or effect whatsoever after January 29, 2014. As used herein, "First Period" means the first twelve (12) month period commencing on the first (1st) day of the month immediately following the day Tenant first opens for business (if that day is not the first day of a month), or commencing on the day Tenant first opens for business (if that day is the first day of a month); and "Subsequent Period" means each successive twelve (12) month period thereafter. If, during the First Period, Tenant's Gross Sales (as defined below) are less than \$12,000,000.00 (the "Target Number"), Tenant shall send written notice to Landlord which shall refer to this Article 41(B) and which shall include reasonably detailed documentation evidencing all of Tenant's Gross Sales for such First Period; and, upon Landlord's receipt of such notice and documentation, the Base Rent for the next Subsequent Period shall be reduced by \$182,064.00 per annum (such reduction to be effectuated by reducing the future monthly installment payments of Base Rent for such Subsequent Period by \$15,172.00 per month). Such procedure shall continue for each Subsequent Period. Any reduction in Base Rent shall continue until such time (if ever) as Tenant's Gross Sales in any Subsequent Period equal or exceed the Target Number (in which event, such reduction shall be discontinued, and Tenant shall thereafter pay Base Rent for the next Subsequent Period at the rate stated in the Base Rent Schedule stated in Article 1(H)). In order to give effect to the provisions of this subparagraph "(B)," Tenant shall report its Gross Sales to Landlord for the First Period and for each Subsequent Period; and, in conjunction with Landlord's request for relief under this Section, deliver to Landlord the certification of an independent certified public accountant that Tenant's Gross Sales are below the Target Number, based on the financial statements and reports on which Tenant reports its income. If Tenant shall not be open and operating under the trade name "HOB0," fully staffed and stocked, during the First Period or during any Subsequent Period prior to January 29, 2014, then, for all purposes under this subparagraph "(B)," there shall not be any reduction to Base Rent whatsoever. Landlord and Tenant agree to execute a written certificate confirming the date upon which the First Period commenced. The provisions of this subparagraph "(B)" shall apply only to the Tenant specifically named herein (i.e., OL Enterprises, LLC) and only if and for as long as said Tenant opens and operates the Demised Premises as a typical "HOB0" store as same are operated on the date hereof. Without limiting the generality of the foregoing, the provisions of this subparagraph "(B)" shall not apply to any assignee or subtenant of Tenant.

(C) For purposes of this Lease, the term "Gross Sales" shall mean the entire amount of the sales price, whether for cash or otherwise (including the net purchase price of purchases of goods made in part by means of gift certificates, gift cards, advertising certificates, coupons or trade ins), of all sales of merchandise (excluding the sales of gift certificates or gift cards), including, "layaways" and other deposits (offset by sums refunded to purchasers), but shall not include sales to employees, internet orders placed at or filled from the Premises resulting therefrom, by phone, computer connection, the Internet or catalogue orders, even though the merchandise is to be delivered from another location; sales by any sublessee, concessionaire or licensee, or otherwise (as well as license fees, franchise fees and similar fees) in or from the Premises. Each sale upon installment or credit shall be treated as a sale for the full price in the month during which such sale was made, irrespective of the time when Tenant receives payment from Tenant's customer. Gross Sales shall not include any amounts collected and paid out for any sales or excise tax imposed by any governmental authority; the exchange of merchandise between the stores of Tenant where such exchanges are made solely for the convenient operation of Tenant's business and not for the purpose of consummating a sale which has theretofore been made in

or from the Premises; transactions which do not represent the sales of goods rather than convenient method for accounting for transactions; the amount of returns to shippers or manufacturers; payments for credit card company service charges; the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by a purchaser and accepted by Tenant; charges for check cashing or return of NSF checks; vending machine income; or sales of Tenant's fixtures.

42. Status of this Lease: Non-Disturbance.

(A) Between the Lease Commencement Date and the Expiration Date, this Lease is and shall be a sub-sublease between Landlord and Tenant; and, provided Tenant shall not be in default of any of its obligations hereunder, in the event the term of the Sublease expires or terminates prior to the Expiration Date, then, Overlandlord shall not disturb Tenant's quiet possession of the Demised Premises and shall recognize this Lease as a direct lease between Overlandlord and Tenant; the Overlease shall, without necessity of further act or deed, be deemed cancelled, terminated and of no further force or effect whatsoever; and Sublandlord shall, without necessity of further act or deed, be released and discharged of all liability under the Overlease.

(B) If Tenant exercises its renewal option(s) pursuant to Article 34, then (i) commencing on January 30, 2014 and during the First Additional Term, this Lease is and shall be a sublease between Landlord's Special Purpose Assignee and Tenant, and provided Tenant shall not be in default of any of its obligations hereunder, in the event the term of the lease between Landlord and Overlandlord expires or terminates prior to the expiration of the term of this Lease, then, Overlandlord shall not disturb Tenant's quiet possession of the Demised Premises, and shall recognize this Lease as a direct lease between Overlandlord and Tenant; and (ii) during the Second Additional Term, this Lease shall be a direct lease between Overlandlord and Tenant.

(C) By its execution hereof, Overlandlord hereby expressly (i) consents to Tenant's occupancy and possession of the Demised Premises; (ii) acknowledges its obligations with regard to repair, maintenance and restoration of the Building, the Demised Premises and the common facilities as provided herein and under the Overlease; (iii) acknowledges and consents to Tenant having the same self-help rights provided to Landlord in the Overlease in the event this Sublease becomes a direct lease between Overlandlord and Tenant; and (iv) agrees to accept this Sublease as a direct lease with Tenant upon the Termination of the Sublease or the exercise by Tenants of its second option to renew this Lease.

43. Amendments to Overlease. The Overlease is amended as follows:

(a) Article 5A of the Overlease is confirmed to be of no force or effect whatsoever.

(b) Article 31 (C), (D), and (E) of the Overlease are hereby deleted and of no further force or effect whatsoever; and the following is hereby inserted as a substitute for Article 31. (C) in lieu thereof: "Landlord and Tenant each agrees not to (i) make or construct (or permit the construction of) any improvements, or any changes to the "Protected Area" identified on the attached Exhibit "A", (ii) change the amount and configuration of the parking within the Protected Area, (iii) change the ingress and egress points to the Shopping Center, or (iv) change the rear delivery drive.", or (v) change the amount of the parking, configuration of, changes to the location of the curbing, landscape islands and location of light standards and poles as illustrated in the area identified and labeled as the "Southwest Quadrant" on Exhibit A attached.

(c) The last sentence of Article 29 of the Overlease is amended to delete the phrase "two (2) years" and to substitute the following in lieu thereof: "eleven (11) months". Further, Overlandlord agrees that all notices under Article 29 of the Overlease may be given directly by Landlord to Overlandlord.

(d) commencing January 30, 2014 and throughout the entire First Additional Term, all rent thereafter payable to Overlandlord shall be conditioned upon the prior receipt by Landlord's Special Purpose Assignee of all rent payable to Landlord's Special Purpose Assignee by Tenant; and in the event Landlord's Special Purpose Assignee terminates this Sub-sublease with Tenant (due to a default by Tenant), then, automatically and without necessity of further act or deed, the lease between Overlandlord and Landlord's Special Purpose Assignee shall also be terminated, and Landlord's Special Purpose Assignee shall have no further liability thereunder.

(e) Article 5 of the Overlease is hereby amended to increase the annual minimum rent stated therein by \$62,280.70 per annum; and the Overlease is hereby also amended to delete all provisions requiring that any payments be made to Overlandlord for common area maintenance reimbursements or real estate tax reimbursements (including, without limitation, Article 38 of the Overlease).

(f) Article 17 of the Overlease is hereby deleted and the provisions contained in Appendix 1 are hereby substituted in lieu thereof. Such deletion and substitution shall not be construed to impair or diminish Overlandlord's ongoing repair obligations as stated in the Overlease.

(g) Article 20 of the Overlease is hereby deleted and the provisions contained in Appendix 2 are hereby substituted in lieu thereof. Such deletion and substitution shall not be construed to impair or diminish Overlandlord's ongoing repair obligations as stated in the Overlease.

The foregoing amendments to the Overlease (as set forth in this Article 43 of this Lease) shall remain in full force and effect, notwithstanding any termination or expiration of either this Lease or of the Sublease which may occur prior to the expiration or termination of the Overlease.

44. Landlord's Consent to Amendments to Overlease. Landlord hereby confirms that it consents to the amendments to the Overlease stated in Paragraph 43. Landlord also agrees not to (i) make or construct (or permit the construction of) any improvements, or any changes to the "Protected Area" identified on the attached Exhibit A, (ii) change the amount and configuration of the parking within the Protected Area, (iii) change the ingress and egress points to the Shopping Center, (iv) change the rear delivery drive, or (v) change the amount of the parking, configuration of, changes to the location of the curbing, landscape islands and location of light standards and poles in the area identified and crosshatched as the "Southwest Quadrant" on Exhibit A attached.

45. Regarding Landlord's Consent. Wherever Landlord's consent or approval is required under the Sub-sublease or the Overlease, Landlord shall not grant or withhold such consent or approval without first obtaining the consent or approval of Tenant as to the subject matter of such required consent and approval, and Landlord agrees to adhere to the decision of Tenant as to such matters. Wherever Landlord's consent or approval is required (as aforesaid) and Landlord has agreed not to unreasonably withhold or delay its consent or approval, Tenant also agrees not to unreasonably withhold or delay its consent or approval.

46. Regarding "Landlord's Waiver Forms". Overlandlord and Landlord each agree to execute a form of landlord's waiver requested by Tenant's lender, provided (i) the substance of any such waiver form shall be subject to the prior approval of Overlandlord and Landlord (not to be unreasonably withheld or delayed); and (ii) if such form permits Tenant's lender to enter or occupy the Demised Premises, then such form shall also require such lender to pay rent for its occupancy at the same rates stated in this Sub-sublease.

47. Counterparts. This Sub-sublease may be executed in multiple counterparts, each of which taken together shall constitute one and the same agreement binding upon the parties. Signatures transmitted by facsimile or via e-mail in a "PDF" format shall have the same force and effect as original signatures on this Sub-sublease.

END OF LEASE

EXHIBIT A

This site plan is intended to be an approximate depiction of the Shopping Center. No representation or warranty is made with respect to the actual location, number or configuration of Buildings, Curb Cuts, Abutting Thoroughfares, Parking Areas, Traffic Patterns, or of the Tenants intended to be within the Shopping Center. The Landlord specifically reserves the right to change the content and configuration of the Shopping Center from time to time and at any time the Landlord desires in its sole and absolute discretion, or as is required to conform to Local Governing Agencies.

The leased premises shall be the area identified below.

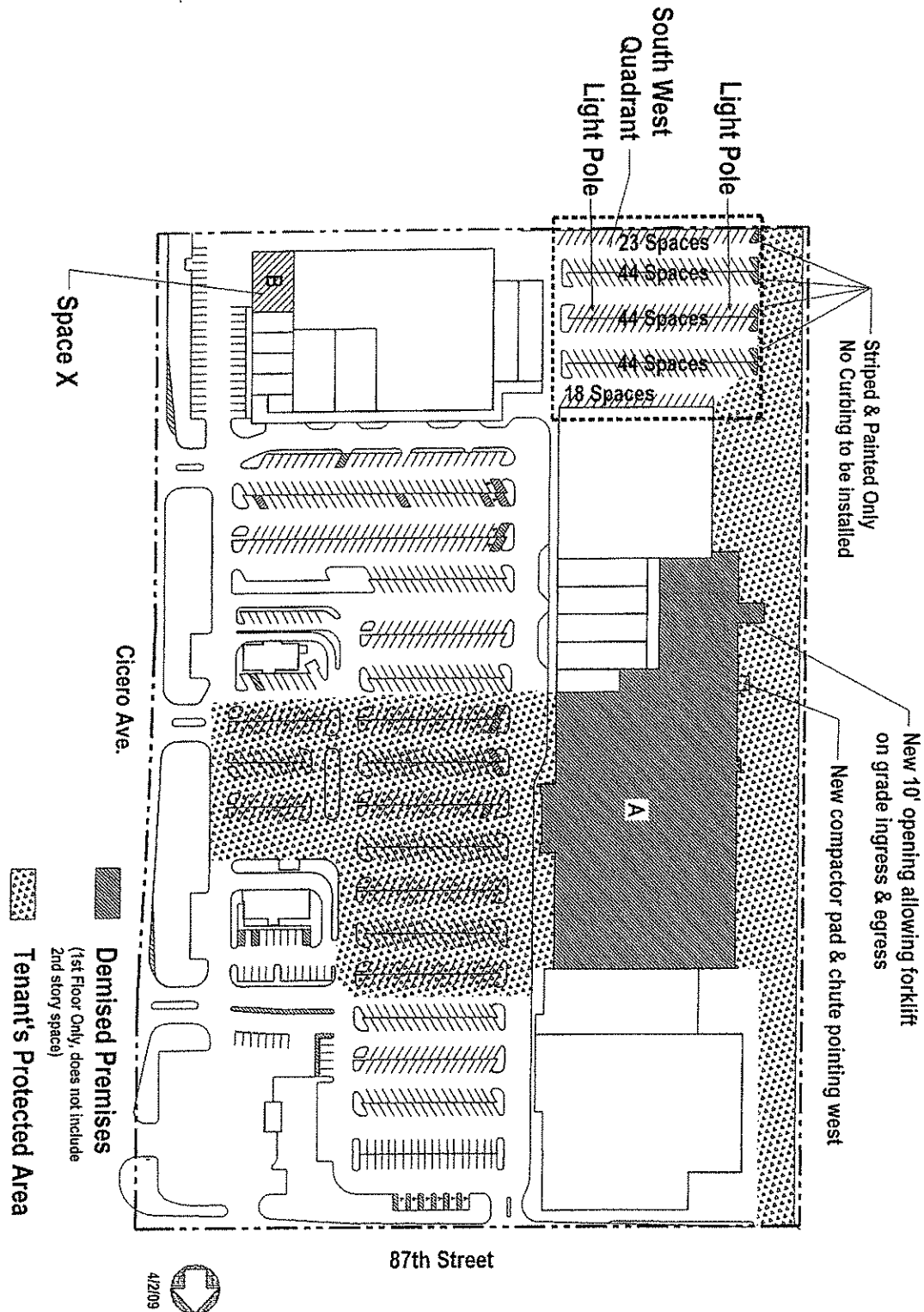


EXHIBIT A-1

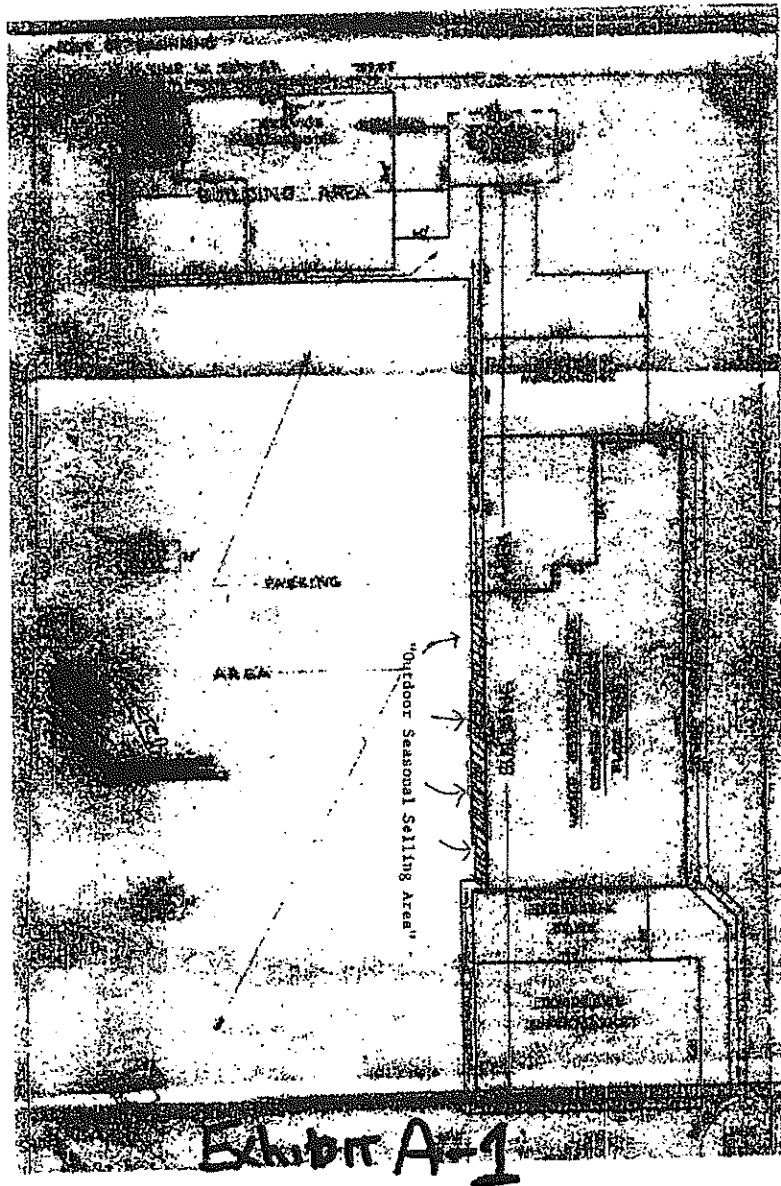
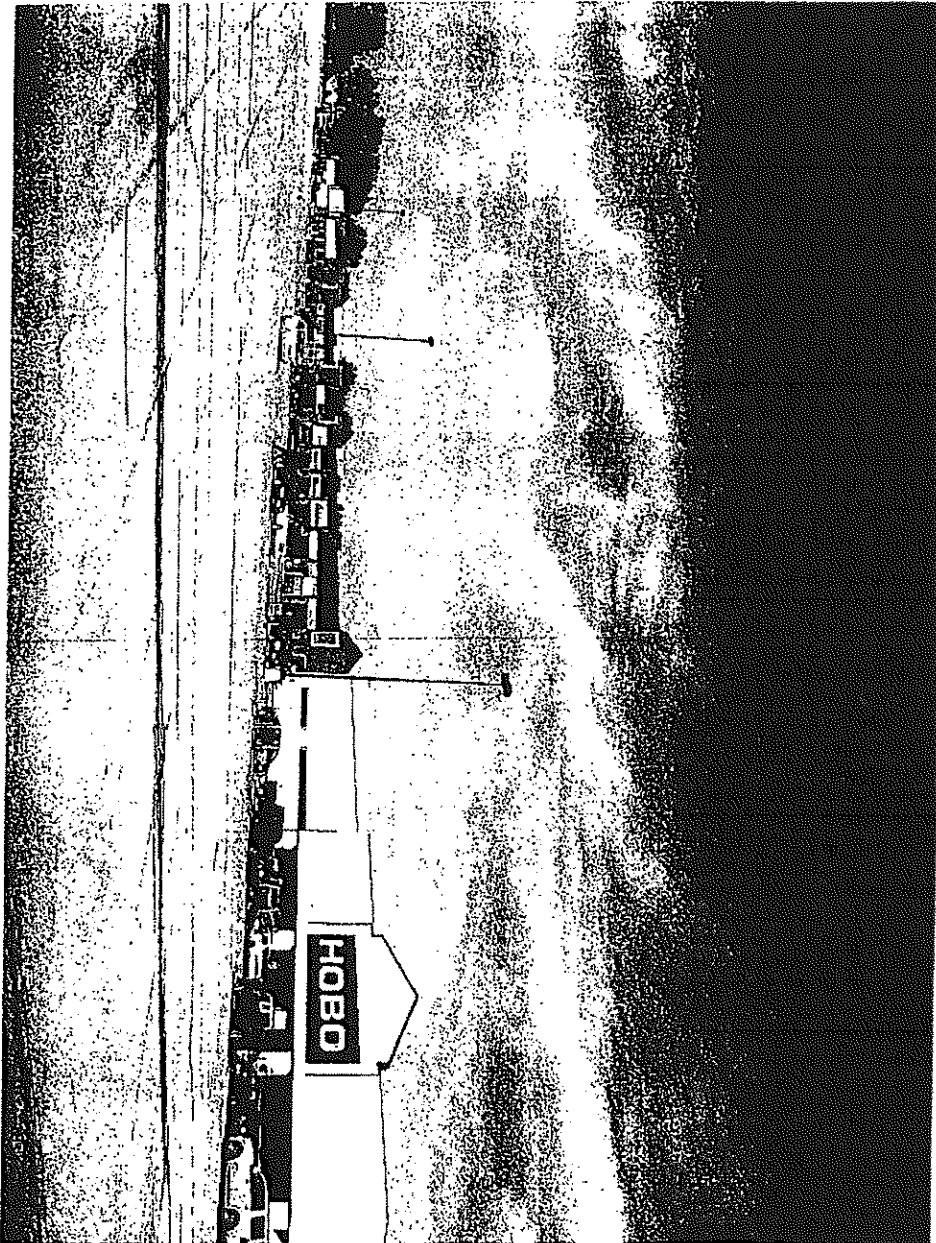


EXHIBIT B

Tenant's Storefront Sign



APPENDIX 1

17. Fire or Other Casualty. The Tenant agrees that if the Demised Premises or the building of which the Demised Premises are a part is damaged or destroyed by fire or through any other cause, to immediately notify the Landlord of such damage or destruction. If, on or after the date hereof,

(a) the Demised Premises are damaged to the extent of 25% or more of the replacement cost thereof (excluding land and foundation), or

(b) the Demised Premises are damaged during the last twelve (12) months of the initial term hereof, or during the last eighteen (18) months of any renewal term, then either Landlord or Tenant, at its option, may cancel and terminate this Lease as of the date of such damage or destruction by giving to the other party written notice of such cancellation and termination within sixty (60) days following the date of such damage or destruction. Upon termination, this Lease and the term thereof shall cease and come to an end on the date of such damage or destruction, and any unearned rent or other charges paid in advance by Tenant shall be refunded to Tenant.

In the event this Lease is not terminated as provided above, Landlord shall promptly and diligently proceed to restore the Demised Premises, and there shall be an abatement of rent commencing on the date of damage or destruction until all repairs and restoration is completed by Landlord. If Landlord fails to commence the restoration within 60 days following receipt of Tenant's notice to commence repairs, Tenant may terminate the Lease. Furthermore, Tenant agrees that in the event of damage or destruction by fire or other cause of Tenant's leasehold improvements, Landlord shall have no obligation to repair or restore said leasehold improvements and Tenant agrees to maintain insurance coverage on such leasehold improvements and to repair or restore same in the event of damage by fire or other cause.

APPENDIX 2

20. Eminent Domain. In the event all of the Demised Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking and the Landlord shall thereupon be released from any further liability hereunder. In the event 10% or more of the Demised Premises or 10% or more of the parking areas of the Shopping Center shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, Landlord and Tenant shall each have the option to cancel and terminate this Lease as of the date of such taking upon giving the other party notice in writing of such election within thirty (30) days after the receipt by the Tenant from the Landlord of written notice that said premises have been so appropriated or taken and the Landlord shall thereupon be released from any further liability under this Lease. If this lease is not so terminated, Landlord shall undertake to restore the Demised Premises to as nearly a functional and architectural equivalent as existed prior to such taking. No part of any award as a result of such appropriation or taking shall belong to the Tenant, and Tenant agrees not to look to the Landlord for any part of such award, except that Tenant may recover a separate award for its improvements, relocation expenses and loss of goodwill.

LEASE

(Long Form)

Parties

ART. 1. This lease made in ^{triplicate} ~~quadruplicate~~ this ..11th... day of ...November..... 19.77. by and between LA SALLE NATIONAL BANK, Trustee under Trust No. 52842, 135 S. La Salle Street Chicago, Illinois 60690

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herein referred to as Landlord, and F. W. WOOLWORTH CO., a corporation organized and existing under the laws of the State of New York, having its Executive Office at No. 233 Broadway, New York, New York, herein referred to as Tenant:

WITNESSETH:

Premises

ART. 2. The Landlord does demise and let unto the Tenant, and the Tenant does lease and take from the Landlord, for the term and upon the terms and conditions set forth in this lease, the premises now known as (Address) 8700 Cicero Avenue Oak Lawn, Illinois

and more particularly described in Schedule "A" and drawing attached hereto and made a part hereof, together with all alley rights, if any, easements, rights and appurtenances in connection therewith or thereunto belonging.

Term

ART. 3. To have and to hold the same for the term to commence on the date of delivery of the demised premises as in this lease provided

and end on the last day of January, 19 99, at Midnight, unless sooner terminated or extended as herein provided.

Possession

ART. 4. The Landlord agrees to deliver to the Tenant physical possession of the demised premises upon the commencement of the term hereof, free and clear of all tenants and occupants and the rights of either. Such delivery shall also be free of liens, encumbrances and violations of laws, ordinances and regulations relating to the use, occupation and construction of the building on the demised premises/^{or of which the demised premises are a part}except such as may be specified in Schedule "B" hereof. The Tenant agrees to deliver to the Landlord physical possession of the demised premises upon the termination of the term hereof or any extension thereof, in good condition, wear and tear, damage by fire, or damage from any other cause not directly attributable to the negligence of the Tenant excepted.

Rental

ART. 5. The Tenant agrees to pay to the Landlord the annual minimum rent of Four Hundred Sixty Seven Thousand Eight Hundred Sixty Four Dollars (\$467,864)

(unless such rent shall be abated or diminished as in this lease elsewhere provided) in equal monthly installments on the 15th day of each and every month during the term hereof for the current calendar month commencing with the date when the Tenant shall open its complete store in the demised premises for business or a date which shall be sixty (60) days after delivery by the Landlord to the Tenant of the demised premises in accordance with the provisions of this lease (whichever date shall be earlier). The aforesaid payments of rent are to be made to Highcrest Management Co., 7550 Janes Avenue, Woodridge, Illinois 60515 or to such other person or corporation and at such other place, as shall be designated by Landlord in writing at least ten (10) days prior to the next ensuing rent payment date. The rent for the calendar month during which rent shall begin to accrue or change in amount and for the last calendar month of the term of this lease shall be apportioned.

Percentage Rent

ART. 5A. On or before the first day of ~~February~~^{March} following each full ~~calendar~~^{fiscal} year of the term of this lease (the first such ~~calendar~~^{fiscal} year to begin with ~~January~~^{February} first of the year following the year in which this lease term commences), the Tenant agrees to mail or deliver to the Landlord a statement sworn to by one of its accountants, showing the sales (computed as hereinafter provided) made by F. W. Woolworth Co. and its licensees in its store in the demised premises during the preceding ~~calendar~~^{fiscal} year.

Should ~~the sales~~ said sales exceed \$12,000,000

- (a) ~~1% of the first \$12,000,000~~ and
 (b) ~~1% of the next \$12,000,000~~ and
 (c) ~~1% of the remainder of said sales~~
 (i.e. over \$12,000,000)

~~exceed the annual minimum rent payable~~ for the same period covered by such statement, Tenant agrees that it will forthwith pay to the Landlord, as percentage rent due hereunder, a sum equivalent to ^{1% of} such excess, See below*

In computing such sales for the purpose of this article, the Tenant shall take the total amount of sales of merchandise and services made in the demised premises, whether for cash or credit, (excluding service or interest charges on credit sales and charges for delivery of any merchandise to customers) and deduct therefrom the following to the extent that same are included in the computation of sales: (1) all credits and refunds made to customers for services or for merchandise returned or exchanged; (2) all receipts from weighing machines, lockers, public telephones and public toilets; (3) all sums and credits received in settlement of claims for loss or damage to merchandise; (4) all taxes upon the receipt or purchases of merchandise by the Tenant or its licensees and all occupational sales taxes and other taxes upon or based upon the gross receipts of the Tenant and said licensees or upon the sale or sales price of merchandise and which must be paid by the Tenant and said licensees whether or not collected by the Tenant and its licensees from customers and whether or not the same may be commonly known as a "Sales Tax". The taxes to which reference is hereinabove made may be deducted regardless of whether imposed under any existing or future orders, regulations, laws or ordinances. The provisions of this Article 5A shall not apply to any sales made in space aggregating not more than 1,000 square feet used for post office, bank, travel agency, check cashing, money order sales, insurance sales, charitable activities and similar purposes designed to increase customer traffic.

The Tenant agrees that the Landlord or the Landlord's agents may inspect the Tenant's records of sales made in said store annually at its Central Accounting Office, Milwaukee, Wisconsin, provided such inspection is made within sixty (60) days after the statement of sales is mailed or delivered by the Tenant to the Landlord and is limited to the period covered by such statement. The Tenant makes no representation or warranty as to the sales which it expects will be made in the demised premises. The Tenant shall not be responsible for the accuracy of reports of sales made by its licensees, the sole responsibility of the Tenant as to such reports and sales being to include in its statement of sales the amounts of sales reported to it by each such licensee.

Should the Tenant at any time elect to discontinue the operation of its store, the Tenant shall give to the Landlord notice in writing of its intention so to do and in such event the Landlord shall have one option, to be exercised by notice in writing given to the Tenant within ninety (90) days after the date of mailing of the Tenant's aforesaid notice to the Landlord, to cancel and terminate this lease. If the Landlord exercises its said option, this lease shall cancel and terminate on the last day of the month next following the end of said ninety (90) day period and the Tenant shall be released from any further liability under this lease.

Should the Landlord fail to exercise its said option and should the Tenant at any time thereafter discontinue the operation of its said store then and in any such event, anything in this lease to the contrary notwithstanding, it is hereby mutually agreed that the rent which Tenant shall pay to the Landlord during the remainder of the term of this lease shall be the rent more particularly set forth in said Article 5, and the word "minimum" in said Article 5 shall be deemed deleted. Upon the discontinuance of the operation of said store, all of the covenants and provisions contained in the preceding paragraphs of this article shall be of no further force and effect. *less the net amount if any paid by Tenant to the Landlord for such preceding fiscal year pursuant to the article captioned "REAL PROPERTY TAXES". For the purpose of this and the article captioned "REAL PROPERTY TAXES" the term "fiscal year" shall mean any twelve (12) month period during the term hereof or any extension thereof commencing February 1st and ending January 31st.

Title

ART. 6. The Landlord covenants that the Landlord has good and marketable title to the premises described in Schedule "A" hereof in fee simple absolute and that the same is subject to no leases, tenancies, agreements, encumbrances, liens or defects in title affecting the demised premises or the rights granted Tenant in this lease other than those specifically set forth in Schedule "B" attached hereto and made a part hereof. The Landlord further covenants that there are no restrictive covenants, zoning or other ordinances or regulations which will prevent the performance of any construction work required to be done hereunder or the use and occupancy, for the purposes herein indicated, of the premises resulting from such construction, or which will prevent the Tenant from conducting a department store business or any department thereof in the demised premises, or from using the ground floor of the demised premises as one undivided room.

The Landlord agrees, prior to the delivery by the Tenant of an executed copy of this lease, to furnish to the Tenant without cost to the Tenant, proof satisfactory to the Tenant that the Landlord's title is in accordance with the foregoing covenants, a recent survey of said premises satisfactory to the Tenant, and an agreement executed by the mortgagee in form satisfactory to the Tenant, subordinating each mortgage affecting said premises to this lease.

Use of Premises Before Term

ART. 7. If under this lease it is the Landlord's obligation to build a new building or to alter the existing building or buildings for the occupancy of the Tenant, the Landlord agrees that if space in the demised premises is available, the Tenant and its licensees at any time prior to the beginning of the term of this lease may install therein fixtures and equipment and receive and store therein merchandise and other property at its and their own risk, free from rent, provided the same does not interfere unreasonably with the work being done in or to the building by the Landlord. Such use of the demised premises shall not be construed as acceptance of delivery of the premises under the terms and provisions of this lease or as a waiver of any of the provisions of this lease.

Tenant's Right to Make Alterations

ART. 8. The Landlord agrees that the Tenant may at its own expense, from time to time during the term hereof, make such alterations, additions and changes, structural or otherwise, in and to the demised premises as it finds necessary or convenient for its purposes, ~~and may build on any vacant land included within the demised premises, and may demolish any buildings on the demised premises provided it proceeds with all reasonable diligence to erect a new building or buildings thereon of at least equal value to that demolished.~~ The Landlord agrees that the Tenant may from time to time during the term hereof remove walls and connect the demised premises with other premises owned or controlled by the Tenant. The Tenant agrees that any building erected by it and all alterations, additions and changes made by it will be erected or made in a first-class workmanlike manner, and anything in this lease to the contrary notwithstanding the Landlord and Tenant agree that the Tenant shall have neither the right nor the obligation at the end of the term of this lease or any extension thereof to remove the same or to change such structure or restore the premises to the condition in which they were originally. The Landlord agrees that when necessary the Tenant may at all reasonable times enter any part of the building of which the demised premises are a part with mechanics, tools and materials to make such

Fixtures and Personal Property

ART. 9. All trade fixtures, equipment and other property owned by the Tenant or its licensees shall remain the property of such owner without regard to the means by which, or the person by whom the same are installed in or attached to the demised premises, and the Landlord agrees that such owner shall have the right at any time, and from time to time, to remove any and all of said trade fixtures, equipment and other property, including but not limiting the same to counters, shelving, showcases, mirrors, slides and air-conditioning, cooling and other machinery. The Landlord agrees not to mortgage or pledge said trade fixtures, equipment and other property.

Union Labor Clause

ART. 10. The Landlord agrees to comply with and to require Landlord's contractors to comply with all Federal, State and local laws, ordinances, regulations and directions relating to the employment, conditions of employment and hours of labor in connection with any demolition, construction, alteration or repair work done by or for the Landlord in or about the demised premises, and also agrees where possible and to the extent permitted by law to employ and require the employment of union labor in connection with such work. This article is intended to be separable from all other articles of this lease.

*alterations, additions and changes. The Landlord agrees to use its best efforts to protect for this Tenant the right of entry for such purpose.

Quiet Possession

ART. 11. The Landlord agrees that the Tenant upon paying the rent and performing the covenants of this lease may quietly have, hold and enjoy the demised premises and all rights granted Tenant in this lease during the term hereof or any extension thereof.

Tenant's Right to Cure Landlord's Defaults

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ART. 12. The Landlord agrees that if the Landlord fails to pay any installment of taxes or assessments or any interest, principal, costs or other charges upon any mortgage or mortgages or other liens and encumbrances affecting the demised premises and to which this lease may be subordinate when any of the same become due, or if Landlord fails to make any repairs or do any work required of the Landlord by the provisions of this lease, or in any other respect fails to perform any covenant or agreement in this lease contained on the part of the Landlord to be performed, then and in any such event or events the Tenant, after the continuance of any such failure or default for ten (10) days after notice in writing thereof is given by the Tenant to the Landlord, may pay said taxes, assessments, interest, principal, costs and other charges, and cure such defaults all on behalf of and at the expense of the Landlord, and do all necessary work and make all necessary payments in connection therewith including but not limiting the same to the payment of any counsel fees, costs and charges of or in connection with any legal action which may have been brought, and the Landlord agrees to pay to the Tenant forthwith the amount so paid by the Tenant, together with interest thereon at the rate of ~~one (1%)~~ ^{eight (8%)} percent per annum, and agrees that the Tenant may withhold any and all rental payments and other payments thereafter becoming due to the Landlord pursuant to the provisions of this lease or any extension thereof, and may apply the same to the payment of such indebtedness of the Landlord to the Tenant until such indebtedness is fully paid with interest thereon as herein provided. Nothing herein contained shall preclude the Tenant from proceeding to collect the amount so paid by it as aforesaid without waiting for rental offsets to accrue, and if at the expiration of this lease or any extension thereof there shall be any sums owing by the Landlord to the Tenant, this lease may at the election of the Tenant be extended and continue in full force and effect until January 31st of the year following the date when the indebtedness of the Landlord to the Tenant shall have been fully paid.

Tenant Attorney for Landlord

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ART. 13. The Landlord hereby appoints and constitutes the Tenant the Landlord's true and lawful attorney in fact in the Landlord's name to apply for and secure from any governmental authority having jurisdiction thereover any permits or licenses which may be necessary in connection with the construction of any new building and the making of any alterations, additions, changes and repairs, and the Landlord agrees upon request by the Tenant to execute or join in the execution of any application for such permits and licenses.

Utilities

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ART. 14. The Landlord agrees at the Landlord's own cost and expense to provide to the demised premises throughout the term hereof such sewer facilities and such utilities (including but not limiting same to water, electric current and gas) as the Tenant may require and to supply and maintain adequate separate meters for the purpose of measuring all such utilities consumed by the Tenant in the demised premises. The Tenant agrees to pay, at a rate not to exceed the usual local rate, for all such utilities indicated by said meters to have been consumed by the Tenant during the term hereof beginning with the date on which rent provided in Article 5 hereof commences to accrue.

Assigning, Mortgaging, Subletting

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ART. 15. Except as hereinafter provided, the Tenant agrees not to assign, mortgage, pledge or encumber this lease without first obtaining the written consent of the Landlord. The Landlord agrees not to assign, mortgage, pledge or encumber this lease or any of the rents becoming due hereunder without first obtaining the written consent of the Tenant, provided however, that such consent shall not be needed for an assignment of this lease in the form of Schedule "C" attached hereto or for a transfer of this lease to the purchaser in connection with a bonafide sale of the demised premises or the premises of which the demised premises are a part. The Tenant is hereby given the right to assign this lease to a corporation substantially all of the stock of which is owned by the Tenant, and to sublet the demised premises or any part thereof, but notwithstanding such assignment or subletting the Tenant shall continue liable for the performance of the terms, conditions and covenants of this lease. The tenant further agrees that it will not, without the written consent of the Landlord, which consent the Landlord agrees not unreasonably to withhold, sell automotive motor fuel.

Repairs

ART. 16. The Landlord agrees to make and pay for (a) all repairs, structural or otherwise, to the exterior or of which the demised premises are a part of the building on the demised premises/including but not limiting said repairs to the streets, curbs, sidewalks and alleys, and (b) all repairs to the interior/of said building which may be of a structural nature and which are not made necessary by any unusual use of the demised premises by the Tenant, and (c) ~~all necessary repairs to the heating plant, and (d)~~ all repairs, structural or otherwise, to the interior of the demised premises made necessary by acts of God and the elements and leakage or flowing of water and steam into the demised premises.

Anything in this lease to the contrary notwithstanding the Landlord agrees that if in an emergency it shall become necessary to promptly make any repairs hereby required to be made by the Landlord, the Tenant may at its option proceed forthwith to have such repairs made and pay the cost thereof. The Landlord agrees to pay the Tenant the cost of such repairs on demand, and that if not so paid the Tenant may deduct the amount so expended by it from rent due or to become due. In the event the Tenant shall elect not to make such repairs, it will promptly notify the Landlord of the need for such repairs.

The Tenant agrees to make and pay for all ordinary repairs to the interior of the demised premises which it deems necessary to keep the same in a good state of repair except such repairs as are herein provided to be made by the Landlord. Except as otherwise provided in this lease, the Landlord shall not be responsible for maintenance and repairs to the heating and air-conditioning systems provided the Landlord assigns to the tenant the manufacturers warranty, if any, on said heating and air-conditioning systems.

ART. 17. The Landlord agrees that it will keep insured against loss or damage by fire, to at least 80% or of which the demised premises are a part of the full fair insurable value thereof, the building on the demised premises/and all other buildings on Entire Premises described in Schedule "A". Each such policy of insurance shall contain a provision waiving the insurer's right of subrogation against the Tenant.

The Landlord further agrees that if any such building is damaged or destroyed by fire or through any other cause at any time after the date of this lease, the Landlord will proceed with due diligence to repair or restore the same to the same condition as existed before such damage or destruction. If ~~the building on~~ the demised premises ^{are} so damaged or destroyed, the Landlord as soon as possible after the repair or restoration thereof (but not prior to the beginning of the term of this lease, unless acceptable to the Tenant) will give possession of the same space as herein demised ~~said building~~ to the Tenant in the same condition as existed immediately prior to such damage or destruction, without diminution or change of location.

If, however, within the last two (2) years of the term of this lease said building on the herein demised premises ^{or of which the demised premises are a part} is damaged or destroyed by fire or through any other cause, then at the option of the Tenant, which shall be exercised by notice in writing given to the Landlord within thirty (30) days after the occurrence of such damage or destruction, this lease shall terminate and no rent shall be paid by the Tenant for the period subsequent to the date of such damage or destruction. If this lease shall terminate as aforesaid and any rent shall have been paid in advance, the Landlord agrees to refund to the Tenant all rent so paid applicable to the period subsequent to such damage or destruction.

In the event of damage or destruction of the ~~building on the demised~~ ^{herein demised} premises, all rent shall abate from the date of such damage or destruction until the Landlord has repaired or restored said building and has delivered ~~the same to the Tenant~~ ^{the demised premises} in the manner and in the condition provided in this article.

Indemnity

ART. 18. The Tenant during the term hereof shall indemnify and save harmless the Landlord from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, occurring within the demised premises and arising out of the use and occupancy of said demised premises by the Tenant, or its licensees excepting however such claims and demands whether for injuries to persons or loss of life, or damage to property, caused by acts or omissions of the Landlord. The Landlord during the term hereof shall indemnify and save harmless the Tenant and its licensees from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, arising out of acts or omissions of the Landlord or arising out of the use of the Common Facilities as defined in this lease, by the Tenant or its licensees.

Regulations, Etc.

ART. 19. The Landlord agrees that if any federal, state or municipal government or any department or division thereof has or hereafter shall condemn the demised premises or any part thereof as unsafe or as not in conformity with the laws and regulations relating to the use, occupation and construction thereof, or has ordered or required or shall hereafter order or require any rebuilding, alteration or repair thereof or installations therein, the Landlord will immediately at Landlord's own cost and expense rebuild or make such alterations, installations and repairs as may be necessary to comply with such laws, orders or requirements. If by reason of such laws, orders or requirements or the work done by the Landlord in connection therewith, the Tenant or its licensees is deprived of the use of the demised premises, all rent shall abate during the period of such deprivation. If the Tenant or its licensees is deprived of part of the demised premises, rent shall in such event abate proportionately. All such rebuilding, altering, installing and repairing affecting the demised premises shall be done in accordance with plans and specifications approved by the Tenant. If, however, such condemnation, order or requirement as in this article set forth shall be the result of some unusual use of the demised premises by the Tenant or its licensees, the Tenant shall comply with such order or requirement within the demised premises at its own cost and expense and no abatement of rent shall be granted.

Eminent Domain

ART. 20. In the event all of the demised premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this lease shall terminate and expire as of the date of such taking and the Tenant shall thereupon be released from any further liability hereunder.

In the event part of the demised premises or ~~part~~ ^{10% or more} of the Entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, the Tenant shall have the right to cancel and terminate this lease as of the date of such taking upon giving to the Landlord notice in writing of such election within thirty (30) days after the receipt by the Tenant from the Landlord of written notice that said premises have been so appropriated or taken. In the event of such cancellation the Tenant shall thereupon be released from any further liability under this lease. The Landlord agrees immediately after any appropriation or taking to give to the Tenant notice in writing thereof.

If this lease is terminated in either manner hereinabove provided, the rent for the last month of the Tenant's occupancy shall be pro-rated and the Landlord agrees to refund to the Tenant any rent paid in advance, and if at the time of such appropriation or taking, the Tenant shall not have fully amortized expenditures which it may have made on account of any improvements, alterations ^{or} ~~enriching~~ made ~~enacted~~ on the demised premises, the Landlord shall and hereby does assign to the Tenant so much of any award payable as a result of such appropriation or taking as equals the unamortized portion of the Tenant's expenditures, however, the amount assigned hereunder shall in no instance exceed \$150,000.

The unamortized portion of the Tenant's said expenditures shall be determined by multiplying such expenditures by a fraction, the numerator of which shall be the number of years of the term of this lease which shall not have expired at the time of such appropriation or taking and the denominator of which shall be the number of years of the term of this lease which shall not have expired at the time said expenditures are made, / not to exceed \$150,000. The "term of this lease" to which reference is herein made shall include any renewed or extended term resulting from the exercise of an option by the Tenant prior to such appropriation or taking. The Tenant's right to receive compensation or damages for its fixtures or personal property shall not be affected in any manner hereby.

If a portion of the demised premises shall have been appropriated or taken and if this lease shall continue, then in that event, the Landlord agrees, at the Landlord's cost and expense, to immediately restore the building on the land remaining to a complete unit of like quality and character as existed prior to such appropriation or taking, and all rent shall abate during the period of demolition and restoration, and thereafter the rent shall be reduced in the ratio that the ground floor area of the part of the building taken bears to the ground floor area of the building before such taking.

Tenant's Default in Rent

ART. 21. It is mutually agreed that in the event the Tenant shall default in the payment of rent herein reserved when due, the Landlord shall forward notice in writing of such default to the Tenant, and failure of the Tenant to cure such default within thirty (30) days after the date of receipt of such notice shall at the option of the Landlord work as a forfeiture of this lease.

Other Defaults by Tenant

ART. 22. It is mutually agreed that if the Tenant shall be in default in performing any of the terms or provisions of this lease other than the provision requiring the payment of rent, and if the Landlord shall give to the Tenant notice in writing of such default, and if the Tenant shall fail to cure such default within thirty (30) days after the date of receipt of such notice, or if the default is of such a character as to require more than thirty (30) days, then if Tenant shall fail to use reasonable diligence in curing such default, then and in any such events the Landlord may cure such default for the account of and at the cost and expense of the Tenant, and the sum so expended by the Landlord shall be deemed to be additional rent and on demand shall be paid by the Tenant on the day when rent shall next become due and payable. The Landlord agrees that in no event shall such defaults be the basis of a forfeiture of this lease or otherwise result in the eviction of the Tenant or the termination of this lease.

Transfer of Title

ART. 23. It is understood and agreed that in the event of any change in or transfer of title of the Landlord in or to the demised premises or any part thereof, whether voluntary or involuntary, or by the act of the Landlord or by operation of law, the Tenant shall be under no obligation to pay rents thereafter accruing until notified in writing of such change in title and being given satisfactory proof thereof, and that the withholding of such rents in the meantime shall not be deemed a default upon the part of the Tenant.

Waiver

ART. 24. The Landlord agrees that any rental payments or other payment becoming due to the Landlord pursuant to the provisions of this lease or any extension thereof, which remain unpaid and for which no claim has been made in writing by the Landlord to the Tenant within one (1) year after the date when such payment is due, shall be deemed and hereby is waived by the Landlord.

Notices

ART. 25. Wherever in this lease it shall be required or permitted that notice or demand be given or served by either party to this lease to or on the other, such notice or demand shall be given or served and shall not be deemed to have been duly given or served unless in writing and forwarded by certified or registered mail, addressed as follows: TO THE LANDLORD at c/o Surety Builders, Inc.

7550 Janes Avenue
Woodridge, Illinois 60515

TO THE TENANT (~~Western Department Store Division at 233 Broadway, New York, N. Y.~~)
915 Lee Street, Des Plaines, Illinois 60016

TO THE TENANT (Executive Office) at 233 Broadway, New York, N. Y. Such addresses may be changed from time to time by either party by serving notices as above provided.

Full Performance

ART. 26. This lease (including any Short Form lease or Notice of Lease prepared for recording purposes) is and shall be considered to be the only agreement between the parties hereto; all negotiations and oral agreements acceptable to both parties are included herein. The Landlord by the execution hereof acknowledges full performance to the date hereof of all covenants required to be performed by the Tenant under all prior leases, contracts and agreements of every kind and nature whatsoever affecting the demised premises or the property of which the demised premises are a part.

The Landlord further releases the Tenant from the performance of any and all obligations of every kind and nature whatsoever under said leases, contracts and agreements (except such obligations as are expressly included in the herein lease), all of which are hereby canceled and terminated.

Conditions of Delivery

ART. 27. (SECTION I—CONSTRUCTION). The Landlord agrees at the Landlord's expense, to commence, within 180 days after delivery by the Tenant to the Landlord of an executed copy of this lease, and thereafter to complete the construction of such of the following as are not already in existence: (a) retail store building or buildings upon land described as Entire Premises in Schedule "A" attached hereto, said building or buildings to have not less than ~~Linear feet of frontage and~~ 250,000 square feet of ground floor space (including the demised premises) and to be situated within the area shown as Building Area on the drawing, ^{as well as certain alterations, additions and changes thereto}; (b) the building and appurtenances on the demised premises, in the location referred to in Schedule "A" hereof, in accordance with plans and specifications prepared by the Landlord and bearing the written approval of the Tenant's ~~Division Construction Director~~ ^{Executive Office Director of Construction}; and (c) certain Common Facilities in accordance with plans and specifications prepared by the Landlord and bearing the written approval of the Tenant's aforesaid Construction Director, consisting of (i) adequate sidewalks, including a sidewalk not less than 13 feet wide abutting each of the pedestrian entrances of the demised premises, (ii) a Service Drive not less than 20 feet wide connecting the Tenant's freight receiving facilities with a public street or highway, (iii) Parking Area or Areas to accommodate not less than 1400 automobiles and to be located generally between the Building Area and Cicero Ave. and 87th Street, ~~including space for at least automobiles within the area shown and located on the above mentioned drawing~~, and (iv) entrances and exits from and to public streets or highways as shown on said drawing and (d) a shopping center pylon sign. All of said construction shall be done in a good and workmanlike manner using first quality materials. Said Common Facilities shall have paving of concrete or asphalt, so that the same will be adequate and serviceable in all respects for use by the Tenant in accordance with this lease.

The Landlord agrees to comply with the preceding provisions of this Section with diligence and in such manner that upon completion the location of the other stores and buildings, and of the Common Facilities, in relation to the demised premises will not be materially different from the same as portrayed on said drawing, and upon compliance therewith, and with the provisions of Subsections (a) and (b) of SECTION II—OTHER TENANTS hereof, but not earlier than 120 days after the Short Form lease or Notice of Lease is recorded and the final proof of title required by Article 6 hereof is furnished to the Tenant, to make delivery of the demised premises to the Tenant in accordance with the provisions of this lease.

The Landlord further agrees that should the Landlord make delivery of the demised premises to the Tenant during any period commencing October 1 and ending January 31, all rent hereunder shall abate until the next April 1, or the date when the Tenant shall open its complete store in the demised premises for business, whichever date shall be the earlier.

With reasonable promptness after the delivery of the demised premises by the Landlord to the Tenant, the Landlord shall provide the Tenant with an accurate drawing or survey, in triplicate, showing the location of the demised premises, Common Facilities, and other stores and buildings on the Entire Premises.

(SECTION II—OTHER TENANTS). The Landlord agrees (a) to exhibit to the Tenant, within 180 days after delivery by the Tenant to the Landlord of an executed copy of this lease (but not later than one hundred eighty (180) days prior to delivery of the demised premises), bonafide leases to the following tenants (herein called "Principal Tenants") for the following retail stores, each to be situated in the approximate position in the Building Area as is shown on the drawing attached to said Schedule "A":

	Principal Tenants	Minimum Total Floor Area	Minimum Firm Lease Term	To Expire Not Earlier Than Expiry July 31
1.	Dominicks Super Market	38,400 sq. ft.	minimum	19.79.
2.		sq. ft.	yrs.	19....
3.		sq. ft.	yrs.	19....
4.		sq. ft.	yrs.	19....

~~and (b) to certify in writing to the Tenant not later than one hundred eighty (180) days prior to delivery of the demised premises, that leases have been completed with at least Additional Tenants for ground floor retail space in the Building Area, to be used for retail store purposes in the following classifications:~~

Anything in this lease to the contrary notwithstanding, the parties hereto mutually agree that all rent hereunder shall abate from the commencement of the term hereof until (i) all of said Principal Tenants, (ii) at least of said Additional Tenants occupying in the aggregate at least square feet of ground floor space for use in the aforesaid classifications and (iii) other tenants for retail store purposes which may or may not be in the aforesaid classifications occupying in the aggregate at least square feet of ground floor space, are all in occupation of their respective premises and doing business therein.

The Tenant does hereby specifically consent to the lease, use and occupancy by the following tenants of space in said Entire Premises having ground floor areas in excess of ^{15,000}~~10,000~~ square feet provided the same do not exceed the following maximum ground floor areas:

<u>Tenant</u>	<u>Maximum Ground Floor Area</u>	
1. Dominicks Super Market	40,500	sq. ft.
2. Neighbor X Drugs	16,200	sq. ft.
3. Service Merchandise (2 buildings)	59,500	sq. ft.

(SECTION III—CANCELLATION). If for any reason whatsoever the demised premises have not been delivered to the Tenant in accordance with the provisions of this lease on or before October 1, 1978, or if all of said Principal Tenants are not in occupation of their respective premises and doing business therein on or before said date, then and in either such event, the Tenant may, at any time within one (1) year after said date, or any extension thereof granted to Landlord by the Tenant, terminate and cancel this lease by notice in writing to the Landlord, and upon the giving of such notice, this lease shall thenceforth be null and void. The Tenant may also terminate and cancel this lease at any time after default by the Landlord in exhibiting the aforesaid bonafide leases. Such rights of termination and cancellation shall not, however, be exclusive of any other rights or remedies of the Tenant for enforcement of the obligations of the Landlord hereunder. In any event, this lease shall automatically terminate and cancel on the fifth (5th) anniversary of the date of this lease unless the demised premises have been delivered to the Tenant on or before said fifth (5th) anniversary date.

Use of Common Facilities

ART. 28. The Landlord hereby grants to the Tenant, its customers, employees and visitors an easement throughout the term hereof to use, in common with others entitled to similar use thereof, all of the aforementioned Common Facilities and in addition thereto any similar future facilities, including but not limiting the same to the use of all the Streets, Service Drives and Sidewalks for ingress and egress to and from the demised premises and the public streets or highways shown on the aforesaid drawing, and the use for automobile parking, of the areas designated as Parking Area; all of said Common Facilities being situated upon land described as Entire Premises in the aforementioned Schedule "A" and drawing. The Landlord agrees at Landlord's expense to adequately maintain throughout the term hereof, all of said Common Facilities in good and usable condition, free and clear of ice, snow and debris, and adequately lighted at all times when Tenant's store is open for business, without any charge or cost for such use by the Tenant.

Options for Extended Terms

ART. 29. The Landlord agrees that Tenant shall have and is hereby granted 4. . successive options to extend the term of this lease for any period of time not exceeding 5. . years on each such option, such extended term to begin respectively upon the expiration of the term of this lease or of this lease as extended and all the terms, covenants and provisions of this lease shall apply to each such extended term with the exception, however, that the Tenant shall not have any further option to again extend the term of this lease following the exercise, if any, of the 4th option to extend. If the Tenant shall elect to exercise the aforesaid options it shall do so by giving to the Landlord notice in writing of its intention to do so not later than ^{two (2) years} ~~one (1) year~~ prior to the expiration of the term of this lease or of this lease as extended, and in said notice shall state the date to which it elects to extend the term of this lease.

Option to Buy DELETED

ART. 30. ~~If the Landlord shall receive a bona fide offer to purchase the demised premises, or the demised premises together with all or part of the Entire Premises, which offer is acceptable to the Landlord, the Landlord agrees that the Tenant shall have and is hereby granted an option to purchase the same upon the same terms and provisions as are a part of such offer. The Landlord agrees immediately after receipt of such offer to give to the Tenant notice in writing of the terms and provisions thereof, and that the Tenant may exercise its option to purchase said property at any time within twenty (20) days after such notice is received by the Tenant. If Tenant shall elect to exercise such option it shall do so by giving notice in writing to the Landlord and a contract of sale shall be entered by the parties and title closed within a reasonable time thereafter.~~

Restrictive Covenant

ART. 31. So long as F. W. Woolworth Co. leases, uses, or occupies any space in the area described in Schedule "A" hereof as Entire Premises, the Landlord covenants that notwithstanding the amendment, cancellation, termination, or expiration of the herein lease: (a) no covenant or agreement not specified in Schedule "B" hereof made by the Landlord with any other person or corporation restricting the use or occupancy of all or part of said Entire Premises shall be of any force or effect against F. W. Woolworth Co., (b) no building or structure shall be erected or maintained on any part of the Entire Premises except in the area designated Building Area or Future Building Area on the drawing attached to Schedule "A" hereof, ^{15,000} ~~10,000~~ (c) no building, structure, or other space in said Entire Premises having a ground floor area in excess of ~~10,000~~ square feet shall be leased to or used or occupied by any person or corporation unless said lease, use or occupancy is specifically consented to in writing by the Tenant, and (d) no other space in said Entire Premises shall be used or occupied as, or in connection with, a store commonly known as a variety store, junior department store, department store or discount store., (e) no other space in said Entire Premises shall be used or occupied as or in connection with a store, shop or service facility commonly known as a T.B.A. or auto accessory store except that Mobil Oil may operate a service station in the building designated "Mobil" on the drawing attached to Schedule "A" hereof.

Tenant's Sign

ART. 32. The Landlord hereby grants to the Tenant the right and easement to erect at any time and to maintain on any part of the Parking Area not exceeding 200 square feet in land area, a pylon ~~structure~~ sign and in connection therewith the further right and easement to install and maintain under, in, or over the Entire Premises such conduits, wires, or ducts as may be necessary to supply utilities services to said sign, provided such conduits, wires or ducts do not unreasonably interfere with the use of said Entire Premises.

The maintenance of such pylon or other sign shall be at the Tenant's sole cost and expense and during the continuance of said easement, the Tenant shall indemnify and save harmless the Landlord from and against any and all claims and demands for injuries to persons or loss of life or damage to property resulting from the Tenant's use of said sign and said utilities services. Should Tenant elect to have such sign erected concurrently with erection of the building on the demised premises, required permits shall be secured and utilities, foundations and structural supports for said sign shall be installed by Landlord at Landlord's cost and expense in accordance with plans and specifications prepared by the Landlord and bearing the written approval of the Tenant's aforesaid Construction Director.

Tenant's Business

ART. 33. It is an essential element of this lease that, notwithstanding the amount of the minimum rent specified in Article 5 hereof and notwithstanding the provisions of the article hereof captioned "PERCENTAGE RENT" or any other provisions of this lease, the Tenant reserves the right to operate its business, whether on the demised premises or elsewhere, as it sees fit, and the Landlord shall have no express or implied right to interfere in the operation of the Tenant's business or to complain about or hold the Tenant liable for the manner in which the Tenant's business is operated. Without limiting the generality of said reservation, the Tenant shall have the right to determine how any store on the demised premises is to be operated, and to discontinue the operation of any such store, and to operate stores in other locations which are in competition with any such store. The Landlord acknowledges that the Tenant has notified the Landlord that the Tenant would not enter into this lease except for the reservation contained in this paragraph.

General Provisions

ART. 34. The Landlord agrees to pay all fees and commissions for bringing about the execution and delivery of this lease, and agrees to indemnify the Tenant and save the Tenant harmless of and from any and all claims for such fees and commissions.

It is further agreed between the parties hereto that the signing of this agreement by the Landlord does not constitute a completed transaction until such time as this lease shall have been accepted by the Tenant, and executed by its proper Officers.

For the purpose of recording, the parties hereto have simultaneously with the execution and delivery of this lease executed and delivered a Short Form lease or Notice of Lease, in which this lease may be referred to as the "Agreement".

The captions of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of this lease.

Wherever the word "licensees" is used in this lease, it is intended that the same shall include subtenants and concessionaires.

If more than one person or corporation is named as Landlord in this lease and executes the same as such, then and in such event, the word "Landlord" wherever used in this lease, is intended to refer to all such persons or corporations, and the liability of such persons or corporations for compliance with and performance of all of the terms, covenants and provisions of this lease shall be joint and several.

Landlord and Tenant agree that all the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof, and that all of the provisions hereof shall bind and enure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

Wherever the word "building" is used in this lease it is intended that the same shall include any building, buildings, structure or structures which are now on or which may hereafter be erected on the demised premises or on premises of which the demised premises may be a part.

Exterior Sales

ART. 35. The Landlord agrees that during the term hereof the Tenant shall have and is hereby granted the right at no cost to the Tenant to display and sell merchandise and services at such times as Tenant desires on those portions of the Common Facilities shown hatched on the drawing attached to Schedule "A" hereof. Sales made in such area shall be deemed to be sales made in Tenant's store.

The Landlord covenants that the Landlord has not granted and will not grant rights to others in the Common Facilities which are inconsistent with rights herein granted the Tenant and agrees to provide proof thereof satisfactory to the Tenant.

Use of Parking Area

ART. 36. The Landlord hereby covenants and agrees that the Tenants in the Building Area or Future Building Area, as shown on the drawing attached to Schedule "A" hereof, their customers, employees and visitors shall have the exclusive right to use the Common Facilities shown as Parking Area on said drawing, and that it will not grant the right to use or permit any other person or corporation to use said Parking Area without the prior written consent of the Tenant.

Attorney's Fees

Art.37. Should Tenant incur any expense for legal fees or disbursements of legal counsel to protect Tenant's leasehold interest or to protect Tenant against liability or loss for payment of rent to the wrong party by reason of:

- (a) the assertion, enforcement or foreclosure of any title or interest in or lien or encumbrance on the demised premises or the premises of which they are a part, or any estate or interest therein, including without limitation any assignment of lease or rents, the foreclosure or threatened foreclosure of any mortgage thereon or of any mechanic's lien or materialmen's lien thereon for work not contracted for by Tenant, or
- (b) any action, proceeding or other procedure to garnish, attach or levy on all or any part of the rent due under this lease, or
- (c) any other action or proceeding or controversy or difference of opinion between Landlord and/or other parties

in which Tenant is joined or as a result of which Tenant is or may be subject to a conflicting claim or claims for rent or to possible loss or impairment of its leasehold interest, Landlord agrees upon demand to reimburse Tenant for such expense. It is agreed, however, that before making any claim for such reimbursement Tenant will give written notice to Landlord stating that Tenant will be required to incur expenses to protect its leasehold interest or to protect it against loss or liability for payment of rent to the wrong party, enclosing with said notice copies of any and all documents and correspondence received by Tenant which in Tenant's opinion, give rise to the need for such protection. Tenant shall not be entitled to reimbursement pursuant to this Art.37 unless Landlord shall fail within ten (10) days after such notice is given by Tenant, to provide the required protection. The provisions of Art. 12 of this lease relating to withholding rent and other payments, the right to collect such indebtedness without waiting for rental offsets to accrue, and the right at Tenant's election to extend the term of this lease, shall apply to the indebtedness of Landlord to Tenant provided for above in this Art. 37.

Anything in this Art. 37 to the contrary notwithstanding Landlord shall not be liable to reimburse Tenant for any expense as herein provided resulting from default by Tenant under the provisions of this lease, bankruptcy of Tenant or claims by creditors of Tenant.

REAL PROPERTY TAXES

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ART. 38 . Throughout the term of this lease, the Landlord shall pay, before the same become delinquent, all real property taxes upon the land described as "Entire Premises" in Schedule "A" annexed hereto and made a part hereof and upon all the improvements thereon at any time erected. If, during any full fiscal year of the term of this lease, after the expiration of the ~~three~~^{first} full fiscal year of said term (the first such full fiscal year shall begin on February 1 of the year subsequent to the year in which the term of this lease commences), the amount of the real property taxes (determined by excluding therefrom, however, all real property taxes attributable to improvements not included in the assessment upon which such taxes for said ~~three~~^{first} full fiscal year was based) paid by the Landlord and allocable to such fiscal year increases above the larger of (A) the amount of such taxes allocable to said ~~three~~^{first} full fiscal year or (B) the sum of \$ 64,795 , the Tenant agrees that it will forthwith pay to the Landlord, as additional rent due hereunder, (1) a sum equivalent to the amount obtained by multiplying such increase by a fraction the numerator of which shall be the ^{ground} total/ floor area of ~~the building on~~ the demised premises and the denominator of which shall be the larger of (a) 269,280 square feet or (b) the total floor area of all the buildings on said Entire Premises, including the building on the demised premises or of which the demised premises are a part and excluding buildings not included in the assessment upon which such real property taxes allocable to said ~~three~~^{first} full fiscal year was based and also excluding enclosed malls and other Common Facilities, or (2) the sum of \$64,795 whichever is less. If during any full fiscal year of the term of this lease, after the expiration of the ~~three~~^{first} full fiscal year of said term, the amount of the real property taxes paid by the Landlord and allocable to such fiscal year decreases below the amount specified in (B) above, the Tenant shall be entitled to a credit in a sum equivalent to the amount obtained by multiplying such decrease by the same fraction referred to above, said credit to be applied fully against rent, if any, payable under Art. 5A hereof with any balance thereof remaining to be applied

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against all minimum rent due and payable under Art. 5 hereof subsequent to the giving by Tenant to Landlord of its statement of sales provided in Art. 5A hereof.

W The Landlord agrees to mail or deliver to the Tenant, on or before January 31 in each fiscal year, a statement sworn to by one of its accountants showing the amount of real property taxes on the Entire Premises paid by Landlord and allocable to such fiscal year and, in fiscal years where applicable, computation of the increase or decrease in said taxes and the adjustment to be paid by Tenant or credit to Tenant, computed in the manner hereinabove provided. At the request of the Tenant, the Landlord will furnish the Tenant with proof satisfactory to the Tenant that the real property taxes and floor areas shown on said statement are accurate and if any overpayment has been made by the Tenant, or if the Landlord shall receive from the taxing authority a refund of any part of such taxes, the Landlord agrees that it will forthwith repay to the Tenant any such overpayment or the Tenant's proportionate share of any such refund.

O The term "floor area" for the purposes of this Article shall not include double decking of any stockroom area .

O The Landlord agrees that at the written request of Tenants occupying 50% or more of the total floor area of all buildings on the Entire Premises, Landlord will contest the amount or legality of the real property taxes on said Entire Premises and make application for the reduction thereof or of any assessment upon which the same may be based and shall prosecute such contest or application with due diligence until the same shall have been finally determined.

L It is understood and agreed that the real property taxes to which reference is herein made shall in no event include estate, inheritance, succession, transfer, gift, franchise, capital income or profit taxes, or any taxes of a similar nature, nor shall said taxes include any penalties or interest resulting from delinquent payment of real property taxes or any levies for public improvements, assessments or special assessments, but shall be strictly limited to taxes now generally known as real property taxes.

W ~~Notwithstanding the foregoing provisions of this Article, the Tenant shall not be liable for the payment of any sums resulting from any increase in real property taxes, unless all other Tenants in said Entire Premises also are required by the terms of their leases to bear a reasonable comparable share of such increases in real property taxes during the various terms of their leases.~~

EXCULPATION CLAUSE

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Art. 39. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described in Schedule "A" hereof as "Entire Premises", and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such trustee and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LASALLE NATIONAL BANK or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed and affixed their respective seals to this lease on the day and year first above written.

In the Presence of:

LA SALLE NATIONAL BANK, TRUSTEE
 47 52847
 K. [Signature] (Seal)
 Assistant Vice President
 H. Kegel (Seal)
 Secretary
 GEORGIANA
 (Seal)

LANDLORD

F. W. WOOLWORTH CO.

By [Signature] Vice President

ATTEST:

[Signature] Ass't. Secretary
 TENANT

ACKNOWLEDGMENTS

(Use form customary in State where Property is situated.)

Tenant

STATE OF NEW YORK } ss.:
 COUNTY OF NEW YORK }

I, Kevin G. Fox, a Notary Public, duly appointed and commissioned, do hereby certify that on the 20th day of July, 1978, H. E. SELLS, Vice President, and J. D. DELAFUENTE, Ass't Secretary, of F. W. WOOLWORTH CO. a New York corporation, personally appeared before me and being first duly sworn by me, severally acknowledged that they signed the foregoing instrument in the respective capacities therein set forth as the voluntary act and deed of said corporation, and as their voluntary act and deed as officers thereof, for the uses and purposes therein set forth, and declared that the statements therein contained are true.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year before written.

KEVIN G. FOX
 Notary Public, State of New York
 No. 24-4644085
 Qualified in Kings County
 Certificate filed in New York County
 Commission Expires March 30, 1979

[Signature]
 Notary Public

(SEAL)

My Commission Expires:

Landlord

STATE OF Illinois } ss.:
 COUNTY OF Cook }

I, CHERYL LARKIN, a Notary Public, duly appointed and commissioned, do hereby certify that on the 2th day of December, 1977, JAMES A. CLARK, Vice President, and H. KEGEL, Secretary, of LA SALLE NATIONAL BANK, TRUSTEE a corporation, personally appeared before me and being first duly sworn by me, severally acknowledged that they signed the foregoing instrument in the respective capacities therein set forth as the voluntary act and deed of said corporation, and as their voluntary act and deed as officers thereof, for the uses and purposes therein set forth, and declared that the statements therein contained are true.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year before written.

[Signature]
 Notary Public

(SEAL)

My Commission Expires: 11-9-81

SCHEDULE "A"—PROPERTY DESCRIPTION

ATTACHED TO and made a part of Lease (Lang...Form) dated November 11, 1977
by and between LA SALLE NATIONAL BANK, TRUSTEE

as Landlord, and F. W. WOOLWORTH CO., as Tenant.

DEMISED PREMISES

The Demised Premises consists of three areas (with land thereunder) as follows: (a) one building area containing approximately 91.032 square feet of the 1st floor of a two-story building and identified as Woolco Department Store on the drawing attached hereto and made a part hereof; (b) a building area containing approximately 3,675 square feet of ground floor area and identified as Woolco T.B.A. on said drawing and (c) an area measuring approximately 45 feet by 85 feet and identified as Garden Center Demised Premises on said drawing.

ENTIRE PREMISES

The Entire Premises consist of all that certain lot, piece or parcel of land together with the improvements thereon, said land being located in the State of Illinois, County of Cook and known as being part of the Northwest Quarter of Section 4, Township 37 North, Range 13 East of the third principal Meridian being more particularly described as follows:

Beginning at the point of intersection of the north line of West 89th Street and the west line of South Cicero Avenue;

Thence North along the west line of South Cicero Avenue a distance of 485 feet to a point;

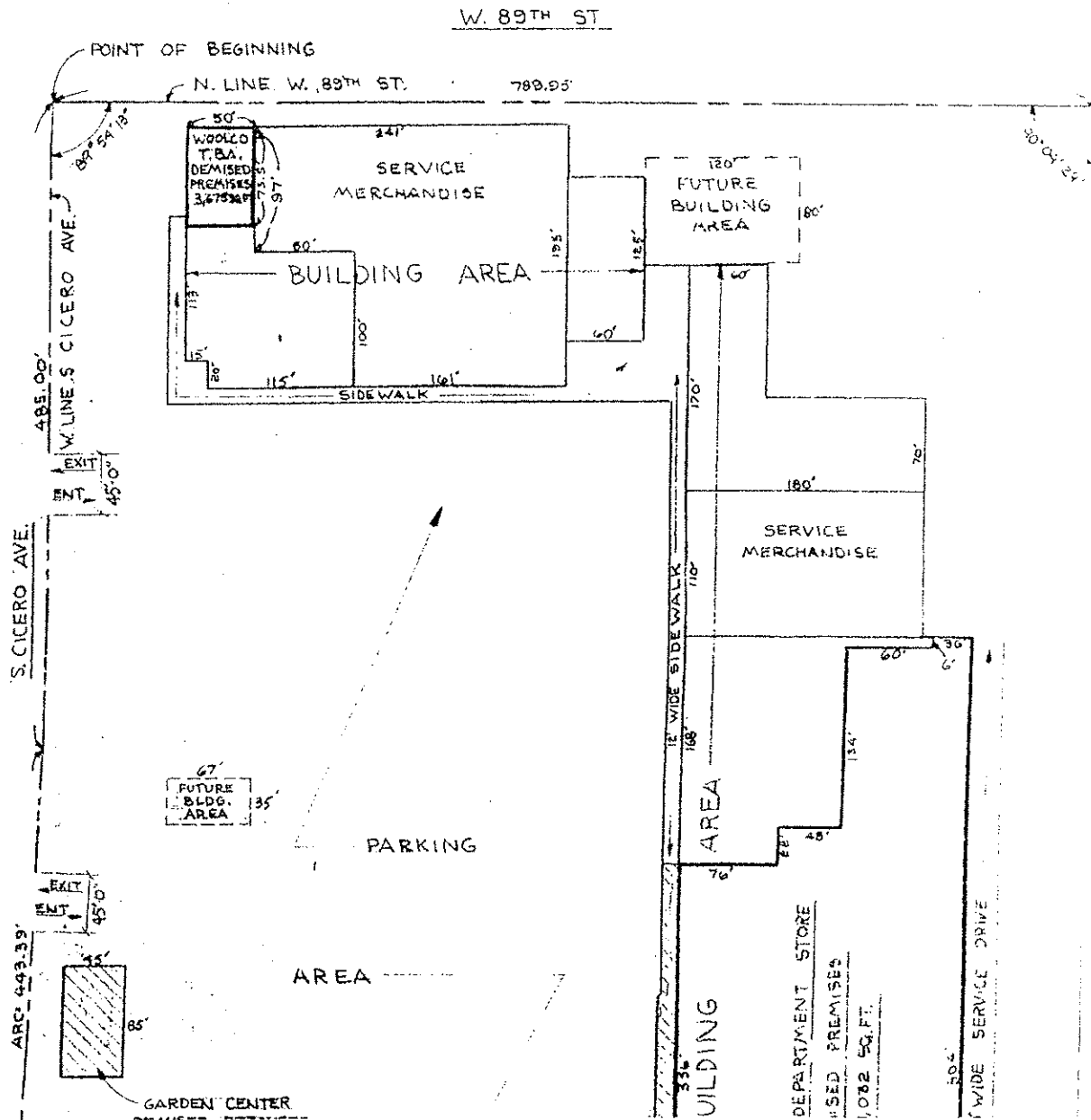
Thence running along the arc of a radius of 5,799.65 feet bearing to the right and along the west line of South Cicero Avenue a distance of 443.39 feet to a point;

Thence North along said west line of South Cicero Avenue, a distance of 293.61 feet to a point;

Thence West a distance of 806.68 feet to a point;

Thence turning in an angle of 89° 54' 20" from the above mentioned 806.68 foot line and running in a southerly direction a distance of 1221.89 feet to a point on the north line of West 89th Street;

Thence East along the north line of West 89th Street 789.95 feet to the point of beginning.



(List all liens, mortgages, restrictions, etc. presently affecting the property—giving recording date, liber and page.)

Mortgages

SEE ATTACHED

Other Liens and Encumbrances

SEE ATTACHED

Restrictions by Deed, Lease, Etc.

(Text to be quoted) Lease dated September 17, 1964, Recorded November 3, 1965 as Document 19637690 between Arlen Operating Company and Socony Mobile Oil Company, Inc.

"14. Lessor covenants that during the term of this lease and any renewal or extension thereof no real property located within one thousand (1,000) feet of the premises and either now or subsequently, directly or indirectly owned, leased or controlled by Lessor shall be developed or used, in whole or in part, for the retail sale of automotive fuel and lubricants, provided, however, that this provision shall not apply to the premises or to uses, by Korvette, or Licensees of Korvette permitted in the building presently leased to Korvette pursuant to the present lease by and between Korvette and Lessor. This covenant shall be deemed and construed as a covenant running with the land for the term of this lease, and any renewal or extension thereof, in favor of Lessee, its successors or assigns. Any deed or other instrument delivered to Lessee in accordance with the provisions of paragraph 7 or paragraph 8 hereof or otherwise shall contain a similar covenant in form satisfactory to Lessee, including a provision that the covenant shall remain in effect until the date upon which the term of this lease including all renewal options would have expired had it continued in effect and all renewal options been exercised, and shall be accompanied by a separate declaration in recordable form sufficient to constitute notice of said covenant to persons subsequently acquiring interests in real property affected thereby. Any deed or other instrument delivered to any other person granting or conveying an interest in said real property or any part thereof shall contain a restriction so restricting the use of said property for the same period."

SCHEDULE "C"
ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, _____ a corporation
of the State of _____ having its principal office and place of business in the City of _____
and State of _____, hereinafter sometimes referred to as "OWNER", is the present owner in fee
simple of the property briefly described as:

AND WHEREAS, _____
a corporation of the State of _____ having its principal office in the City of _____ herein-
after sometimes referred to as _____ is about to become the owner and holder of a first
mortgage executed by OWNER, covering the said property, which mortgage secures a note in the principal sum of
_____ Dollars, and

WHEREAS, a considerable portion (or all) of said mortgaged premises has been demised to F. W. Woolworth
Co., a corporation of the State of New York, under lease dated _____, hereinafter referred
to as the "Lease", and

WHEREAS, _____ as a condition to making the aforesaid mortgage loan, has
required an assignment of the said Lease as additional security for said mortgage loan,

NOW, THEREFORE, THESE PRESENTS WITNESS, that in consideration of the foregoing and of the
sum of One Dollar (\$1.00) paid by _____ to OWNER, the receipt whereof is hereby
acknowledged by OWNER, the said OWNER hereby assigns, transfers and sets over unto
the said Lease, as additional security; and for the consideration aforesaid, the OWNER hereby covenants and
agrees to and with _____ that it will not, without the written consent of

(a) Cancel said lease or accept a surrender thereof unless the owner and said F. W. Woolworth Co.
shall execute a new lease which shall go into effect prior to or simultaneously with said cancellation and
surrender, said new lease to provide for a rental not less than the rent payable under the cancelled lease
and which shall not diminish the tenant's obligation to pay taxes and insurance to the extent that such
obligations may exist under the cancelled lease, and which new lease shall run to a date which shall not be
prior to the expiration of the said cancelled lease. Owner covenants and agrees to assign said new lease to
_____ in the same form and manner as he assigned the said cancelled lease.

(b) Reduce the rent.

(c) Modify the said lease, either orally or in writing, so as to decrease the term of the lease; reduce
the rent or diminish the obligation of the tenant with regard to the payment of taxes and insurance.

(d) Consent to an assignment of the Lessee's interest in said lease which will relieve the tenant of
liability for the payment of rent and the performance of the terms and conditions of the lease.

and any of the above acts, if done without the written consent of

shall be null and void. The OWNER shall have the right, regardless of this assignment, to modify said lease or
take any other action with respect thereto which does not violate the specific provisions of subparagraphs (a), (b),
(c) and (d) hereof.

_____, by acceptance of this assignment, covenants and
agrees to and with OWNER that, until a default shall occur by OWNER in the performance of the covenants or in
the making of the payments provided for in said mortgage or note, the said OWNER may receive, collect and
enjoy the rents, issues and profits accruing to it under said Lease; but it is covenanted and agreed by OWNER, for
the consideration aforesaid, that, upon the happening of any default in performance of the covenants or in the
making of the payments provided for in the said mortgage or note, _____ may, at
its option, receive and collect all the said rents, issues and profits. The OWNER, in the event of default in any of
the payments or in performance of any of the terms, covenants or conditions of the aforesaid mortgage or note,
hereby authorizes the _____ at its option to enter upon the said mortgaged premises by its
officers, agents or employees for the collection of the rents and for the operation and maintenance of said mortgaged
premises, the OWNER hereby authorizing the _____ in general to perform all acts necessary for the
operation and maintenance of said premises in the same manner and to the same extent that the owner might
reasonably so act. The _____ shall, after payment of all proper charges and expenses, credit the
net amount of income which it may receive by virtue of the within assignment and from the mortgaged premises,
to any amounts due the _____ from the OWNER under the terms and provisions of the aforesaid
note and mortgage. The manner of the application of such net income and the item which shall be credited shall
be within the sole discretion of the _____

The OWNER hereby covenants and warrants to the _____ that it has not
executed any prior assignment of said Lease or rentals, nor has the OWNER performed any acts or executed any
other instrument which might prevent the _____ from operating under any of the terms and conditions
of this Assignment, or which would limit the _____ in such operation; and OWNER further
covenants and warrants to _____ that it has not executed or granted any modification whatever
of said Lease, either orally or in writing, and that the said Lease is in full force and effect according to its original
terms, and that there are no defaults now existing under the said Lease.

All the covenants and agreements hereinabove contained on the part of either party shall apply to and bind
their heirs, executors or administrators, successors or assigns.

IN WITNESS WHEREOF, the OWNER has executed this Assignment by its officers thereunto duly
authorized, and has affixed its corporate seal, on this _____ day of _____ 19 _____

ATTEST:

..... By
..... President.

TITLE EXCEPTIONS

1. RESERVATION IN FAVOR OF THE VILLAGE OF OAK LAWN, ITS SUCCESSORS AND ASSIGNS (INCLUDING COMMONWEALTH EDISON COMPANY, AND ILLINOIS BELL TELEPHONE COMPANY) CONTAINED IN THE ORDINANCE RECORDED AUGUST 8, 1962 AS DOCUMENT 18557100 IN THE PREMISES DESCRIBED AS FOLLOWS:

THE ENTIRE 16 FOOT WIDTH OF THE NORTH-SOUTH ALLEY IN BLOCK 3; AND THE ENTIRE 16 FOOT WIDTH OF THE NORTH-SOUTH ALLEY IN BLOCK 4; TOGETHER WITH THAT PART OF VACATED 80TH STREET LYING EAST OF A LINE BEGINNING AT THE NORTHEAST CORNER OF LOT 46 IN BLOCK 2; AND EXTENDING NORTH TO THE SOUTHEAST CORNER OF LOT 30 IN BLOCK 4, AND WEST OF A LINE BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN BLOCK 3 AND EXTENDING NORTH TO THE SOUTHWEST CORNER OF LOT 29 IN BLOCK 4; TOGETHER WITH THAT PART OF THE VACATED 16 FOOT EAST-WEST ALLEY IN BLOCK 4, BEGINNING AT A POINT IN THE NORTHEAST CORNER OF LOT 47 IN BLOCK 4, EXTENDING NORTH A DISTANCE OF 16 FEET TO THE NORTH LINE OF THE HERETOFORE DESCRIBED EAST-WEST ALLEY, THENCE EAST ALONG THE SAID NORTH LINE A DISTANCE OF 16 FEET, THENCE SOUTH TO THE NORTHWEST CORNER OF LOT 12 IN BLOCK 4, THENCE WEST TO THE POINT OF BEGINNING, ALL IN WADHAMS SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, 37, 13;

OF THE RIGHT TO CONSTRUCT, ERECT, OPERATE AND MAINTAIN A LINE OR LINES FOR THE PURPOSE OF TRANSMITTING ELECTRIC OR OTHER POWER, AND A TELEGRAPH OR TELEPHONE LINE OR LINES AND WATER MAINS AND SEWERS AND STORM WATER DRAINAGE PURPOSES, IN, ON, ALONG, OVER, THROUGH, ACROSS OR UNDER THE AFORESAID LEGALLY DESCRIBED LAND TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND OVER SAID ABOVE DESCRIBED PREMISES, FOR THE PURPOSE OF PATROLLING THE LINES, MAINS, SEWERS, STORM WATER DRAINAGE, OR REPAIRING, RENEWING OR ADDING TO SAME, AND FOR DOING ANYTHING NECESSARY OR USEFUL OR CONVENIENT FOR THE ENJOYMENT OF THIS RIGHT; ALSO THE PRIVILEGE, OF REMOVING AT ANY TIME ANY OR ALL OF SAID IMPROVEMENTS, ERECTED UPON, OVER, UNDER OR ON SAID LANDS.

2. EASEMENT OVER THE WEST 16.28 FEET (AS MEASURED ON THE NORTH LINE) AND THE WEST 16.33 FEET (AS MEASURED ON THE SOUTH LINE) OF LOT A IN ARLEN'S SUBDIVISION AFORESAID FOR THE PURPOSE OF INSTALLING AND MAINTAINING ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE SUBDIVISION AND OTHER PROPERTY WITH TELEPHONE, ELECTRIC AND GAS SERVICE, TOGETHER WITH RIGHT TO OVERHANG AERIAL SERVICE WIRES OVER ANY PART OF THE LAND AND ALSO WITH RIGHT OF ACCESS THERETO, AS GRANTED TO THE ILLINOIS BELL TELEPHONE COMPANY, THE COMMONWEALTH EDISON COMPANY AND THE NORTHERN ILLINOIS GAS COMPANY AND AS SHOWN ON PLAT OF SAID SUBDIVISION RECORDED JANUARY 10, 1963 AS DOCUMENT 18694027.
3. Utility easement as shown on the plat of Arlen's Subdivision aforesaid recorded January 10, 1963 as Document 18694027 over and upon the West 16.28 feet (as measured on the North Line) and the West 16.33 feet (as measured on the South Line) of Lot A in Arlen's Subdivision aforesaid.

4. EASEMENT FOR HIGHWAY PURPOSES CREATED BY GRANT FROM ARLEN OPERATING COMPANY, A NEW YORK PARTNERSHIP, TO THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS OF THE STATE OF ILLINOIS DATED APRIL 22, 1963 AND RECORDED MAY 20, 1963 AS DOCUMENT 18901929 UPON, OVER AND UNDER THE PREMISES DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 4, 37, 12, EAST ETC. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF CICERO AVENUE, BEING 33 FEET WEST OF THE EAST LINE OF SAID NORTHEAST QUARTER, SAID POINT BEING 237 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH ALONG SAID LINE, 45 FEET; THENCE WEST PARALLEL WITH THE SAID NORTH LINE OF NORTHEAST QUARTER 16 FEET; THENCE NORTH PARALLEL WITH THE SAID EAST LINE OF NORTHEAST QUARTER 8 FEET; THENCE NORTHEASTERLY TO A POINT WHICH IS 37 FEET WEST OF SAID EAST LINE AND 264 FEET SOUTH OF SAID NORTH LINE OF AFORESAID NORTHEAST QUARTER; THENCE NORTHEASTERLY TO THE POINT OF BEGINNING.

ALSO

5. A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 4, 37, 13 EAST ETC. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF CICERO AVENUE, BEING 33 FEET WEST OF THE EAST LINE OF SAID NORTHEAST QUARTER, SAID POINT BEING 333 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH ALONG SAID LINE 5.61 FEET TO A BEND IN SAID WEST LINE OF CICERO AVENUE; THENCE SOUTHWESTERLY ALONG A CURVED WESTERLY LINE OF SAID STREET, CONVEX TO THE WEST, HAVING A RADIUS OF 5799.65 FEET, A DISTANCE OF 140 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER 1.0 FEET; THENCE NORTHWESTERLY TO A POINT WHICH IS 43 FEET WEST OF THE EAST LINE AND 258 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTHWESTERLY TO A POINT WHICH IS 56 FEET WEST OF THE EAST LINE AND 346 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, 8 FEET; THENCE EAST PARALLEL WITH THE SAID NORTH LINE OF NORTHEAST QUARTER, 23 FEET TO THE POINT OF BEGINNING.

ALSO

6. A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 4, 37, 13 EAST ETC. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF CICERO AVENUE, BEING 50 FEET WEST OF THE EAST LINE POINT BEING 346 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH ALONG SAID LINE 20 FEET; THENCE WEST PARALLEL WITH THE SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, 3 FEET; THENCE SOUTHWESTERLY TO A POINT WHICH IS 65 FEET WEST OF THE EAST LINE AND 354 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH PARALLEL WITH THE SAID EAST LINE OF THE NORTHEAST QUARTER, 8 FEET; THENCE EAST PARALLEL WITH THE SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, 15 FEET TO THE POINT OF BEGINNING.

ALSO

7. A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 4, 37, 13 EAST ETC. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF CICERO AVENUE, BEING 50 FEET WEST OF THE EAST LINE OF SAID NORTHEAST QUARTER, SAID POINT BEING 155 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH ALONG SAID LINE, 140 FEET; THENCE WEST PARALLEL WITH THE SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, 25 FEET; THENCE SOUTH PARALLEL WITH THE SAID EAST LINE OF THE NORTHEAST QUARTER 3 FEET; THENCE SOUTHEASTERLY TO A POINT WHICH IS 64 FEET WEST OF THE SAID EAST LINE AND 201 FEET NORTH OF THE SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTHWESTERLY TO A POINT 53 FEET WEST OF THE SAID EAST LINE AND 155 FEET NORTH OF THE SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE EAST 3 FEET TO THE POINT OF BEGINNING.

5. LEASE DATED OCTOBER 1, 1964 AS DISCLOSED BY ASSIGNMENT OF SAID LEASE DATED DECEMBER 7, 1964 AND RECORDED MARCH 5, 1965 AS DOCUMENT 19398747 FROM ARLEN OPERATING COMPANY, A NEW YORK PARTNERSHIP, AS LESSOR, AND HOWL SHOE COMPANY (REGAL SHOE SHOPS DIVISION), A MISSOURI CORPORATION AS LESSEE, DEMISING AND LEASING THAT PART OF THE LAND IDENTIFIED AND DELINEATED AS REGAL UPON THE PLOT PLAN ANNEXED TO SAID LEASE AND MARKED EXHIBIT A FOR A TERM OF 15 YEARS ENDING DECEMBER 31, 1979, AND ALL RIGHTS THEREUNDER AND ALL ACTS DONE OR SUFFERED THEREUNDER BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
6. UNRECORDED LEASE DATED FEBRUARY 5, 1965 MADE BY ARLEN OPERATING COMPANY, A PARTNERSHIP, TO JOSEPH BUSCO DEMISING AND LEASING FOR A SHORT TERM AS THEREIN SET FORTH AND FOR A FULL TERM OF 5 YEARS COMMENCING ON JANUARY FIRST NEXT FOLLOWING THE EXPIRATION OF THE SHORT TERM A PART OF THE LAND DESIGNATED BARBER UPON THE PLAT PLAN ATTACHED TO SAID LEASE AND ALL RIGHTS THEREUNDER OF AND ALL ACTS DONE OR SUFFERED THEREUNDER BY SAID LESSEE OR ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
7. UNRECORDED SUB-LEASE FROM E. J. KORVETTE, INC. TO DOMINICK'S FOOD STORES AND ALL RIGHTS THEREUNDER OF AND ALL ACTS DONE OR SUFFERED THEREUNDER BY SAID LESSEE AND ALL PARTIES CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
8. COVENANT CONTAINED IN PARAGRAPH 14 OF LEASE DATED SEPTEMBER 17, 1964 (A MEMORANDUM OF WHICH LEASE WAS RECORDED NOVEMBER 3, 1965 AS DOCUMENT 19637690) FROM ARLEN OPERATING COMPANY TO SOCONY MOBIL OIL COMPANY, INC. THAT DURING THE TERM OF SAID LEASE AND ANY RENEWAL OR EXTENSION THEREOF NO REAL PROPERTY LOCATED WITHIN 1,000 FEET OF THE LEASED PREMISES AND OWNED OR CONTROLLED BY THE LESSOR SHALL BE DEVELOPED OR USED, IN WHOLE OR IN PART, OR THE RETAIL SALE OF AUTOMOTIVE FUEL AND LUBRICANTS, PROVIDED THAT THIS PROVISION SHALL NOT APPLY TO USES BY KORVETTE OR LICENSEES OF KORVETTE PERMITTED IN THE BUILDING PRESENTLY LEASED TO KORVETTE.
9. LEASE MADE BY ARLEN OPERATING COMPANY, A PARTNERSHIP OF NEW YORK, CONSISTING OF ARTHUR G. COHEN AND ARTHUR LEVIN TO SOCONY MOBIL OIL COMPANY INC., A CORPORATION NY, DATED SEPTEMBER 17, 1964 AS DISCLOSED BY NOTICE OF LEASE DATED SEPTEMBER 16, 1965 AND RECORDED NOVEMBER 3, 1965 AS DOCUMENT 19637690 DEMISING AND LEASING THE LAND FOR THE TERM OF 20 YEARS BEGINNING AS PROVIDED THEREIN AND ALL RIGHTS THEREUNDER OF AND ALL ACTS DONE OR SUFFERED THEREUNDER BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.

NOTE: SAID LEASE CONTAINS AN OPTION TO EXTEND THE TERM THEREOF.

NOTE: SAID LEASE MODIFIED BY DOCUMENT 19850081.

NON DISTURBANCE AGREEMENT DATED OCTOBER 8, 1965 AND RECORDED APRIL 1, 1966 AS DOCUMENT 19796675 EXECUTED BY CONY GENERAL LIFE INSURANCE COMPANY, BAYLAWN STATIONS INC. AND SOCONY MOBIL OIL COMPANY INC.

10. ENCROACHMENT AS SHOWN BY SURVEY NO. 24267 DATED JUNE 10, 1969 BY NATIONAL SURVEY SERVICE, INC., REVISED AUGUST 11, 1969 AS NO. 94427 OF CONCRETE WALKS IN STREETS ADJOINING THE LAND OVER AND ONTO PROPERTY ALONG EAST AND SOUTH LINES AND OF CONCRETE AREA MAINLY ON THE LAND OVER NORTH LINE OF THE LAND.
11. UNRECORDED SUBLEASE DATED MAY 12, 1975 MADE BY AND BETWEEN KORVETTE'S, INC. AND NEIGHBOR X DRUG AND DISCOUNT CENTERS, LTD. AS DISCLOSED BY NON-DISTURBANCE AGREEMENT RECORDED JULY 20, 1977 AS DOCUMENT 24021216.
12. NON-DISTURBANCE AGREEMENT DATED APRIL 27, 1976 AND RECORDED JULY 20, 1977 AS DOCUMENT 24021216 MADE BY AND BETWEEN THE MORTGAGE TRUST OF AMERICA, NEIGHBOR X DRUG AND DISCOUNT CENTERS, LTD. AND DOMINICK'S FINE FOTOS, INC. RELATING TO UNRECORDED SUBLEASE DATED MAY 12, 1975.
13. AGREEMENT DATED APRIL 5, 1976 AND RECORDED JULY 20, 1977 AS DOCUMENT 24021217 MADE BY AND BETWEEN ALEN MANAGEMENT

(See next page for Items beginning with No. 14)

NONE OF THE FOREGOING AFFECT THE TENANT'S RIGHTS UNDER THE LEASE EXCEPT ITEMS 9 BEING THE REFERENCE TO THE MOBIL OIL CO., INC. LEASE AND ITEM 8 BEING THE RESTRICTION REFERENCE CONTAINED IN PARAGRAPH 14 OF THE SAID LEASE, WHICH WILL BE MODIFIED BY LETTER FROM MOBIL OIL CO., INC. TO PERMIT WOOLCO'S SALE OF LUBRICANTS.

14. MORTGAGE DATED APRIL 13, 1977 AND RECORDED JUNE 6, 1977 AS DOCUMENT 23954409 MADE BY KOR REALTY ILLINOIS CORPORATION AS AGENT AND NOMINEE FOR ARLEN REALTY, INCORPORATED, TO LEVTRUST FINANCIAL CORPORATION, CORPORATION OF DELAWARE, TO SECURE A NOTE FOR \$4,000,000.00. ASSIGNED TO CITIBANK, N.A., NATIONAL BANKING ASSOCIATION BY ASSIGNMENT ATTACHED TO AND RECORDED SIMULTANEOUSLY WITH SAID MORTGAGE.
15. MORTGAGE DATED MAY 1, 1963 AND RECORDED ON MAY 28, 1963 AS DOCUMENT 18809552 AND AMENDED BY SUPPLEMENTAL MORTGAGE AGREEMENT DATED DECEMBER 7, 1964 AND RECORDED MARCH 15, 1965 AS DOCUMENT 19406988 MADE BY LASALLE NATIONAL BANK TRUST NO. 31048 TO CONNECTICUT GENERAL LIFE INSURANCE COMPANY TO SECURE A NOTE FOR \$4,000,000.00.
16. MORTGAGE DATED DECEMBER 7, 1964 AND RECORDED MARCH 5, 1965 AS DOCUMENT 19398744 MADE BY KINGSBRIDGE PROPERTIES, INC., TO CONNECTICUT LIFE INSURANCE COMPANY TO SECURE A NOTE FOR \$950,000.00.
17. MORTGAGE DATED FEBRUARY 14, 1973 AND RECORDED MARCH 13, 1973 AS DOCUMENT 22248917 MADE BY KOR REALTY ILLINOIS CORP., CORPORATION OF ILLINOIS TO ADVANCE MORTGAGE CORPORATION TO SECURE A NOTE FOR \$2,200,000.00.
SAID MORTGAGE ASSIGNED TO FIRST NATIONAL CITY BANK BY DOCUMENT 23243235 RECORDED OCTOBER 3, 1975 AND ASSIGNED TO MORTGAGE TRUST OF AMERICA, A CALIFORNIA TRUST BY DOCUMENT 23243236.
18. MORTGAGE DATED JUNE 2, 1975 AND RECORDED JULY 17, 1975 AS DOCUMENT 23153519 MADE BY ARLEN REALTY AND DEVELOPMENT CORPORATION, CORPORATION OF NEW YORK TO MASTAN COMPANY INCORPORATED, CORPORATION OF DELAWARE TO SECURE A NOTE FOR \$2,435,000.00.
19. THE MORTGAGE RECORDED AS DOCUMENT 18809552 CONTAINS A PROVISION WHEREBY THE MORTGAGOR AGREES THAT ANY LEASES EXTENDED DURING THE TERM OF THE MORTGAGE SHALL BE SUBMITTED TO THE MORTGAGEE FOR APPROVAL.
20. ASSIGNMENT OF RENTS DATED MAY 1, 1963 AND RECORDED MAY 20, 1963 AS DOCUMENT 18809553 MADE BY LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 31048 TO CONNECTICUT GENERAL LIFE INSURANCE COMPANY, A CORPORATION CONNECTICUT.
21. ASSIGNMENT DATED MAY 1, 1963 AND RECORDED MAY 28, 1963 AS THE DOCUMENTS SHOWN BELOW MADE BY LASALLE NATIONAL BANK TRUST NO. 31048 TO CONNECTICUT GENERAL LIFE INSURANCE COMPANY OF ALL INTEREST IN THE LEASES NOTED BELOW AS ADDITIONAL SECURITY TO THE MORTGAGE RECORDED AS DOCUMENT 18809552:
(A) ASSIGNMENT DOCUMENT NO. 18809555 AS TO LEASE DOCUMENT 18776550
(B) ASSIGNMENT DOCUMENT NO. 18809554 AS TO LEASE DOCUMENT 18776551
(C) ASSIGNMENT DOCUMENT NO. 18809556 AS TO LEASE DOCUMENT 18669195.

22. ASSIGNMENT DATED OCTOBER 8, 1963 AND RECORDED DECEMBER 19, 1963 AS DOCUMENT 19003871, MADE BY ARLEN OPERATING COMPANY, A NEW YORK PARTNERSHIP TO CONNECTICUT GENERAL LIFE INSURANCE COMPANY, OF ALL INTEREST IN THE LEASE RECORDED AS DOCUMENT NO. 18776550 GIVEN AS ADDITIONAL SECURITY TO MORTGAGE RECORDED AS DOCUMENT 18809552.
23. ASSIGNMENT DATED MAY 2, 1963 AND RECORDED AUGUST 12, 1963 AS DOCUMENT 18881262 MADE BY LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 31048 TO ARLEN OPERATING COMPANY, A NEW YORK PARTNERSHIP, OF ALL INTEREST IN THE LEASES RECORDED AS DOCUMENTS 18776550, 18776551 AND 18669195.
24. ASSIGNMENT OF RENTS BY KINGSBRIDGE PROPERTIES INC., TO CONNECTICUT GENERAL LIFE INSURANCE COMPANY AND RECORDED AS DOCUMENT 19398745.
25. ASSIGNMENT DATED DECEMBER 7, 1964 AND RECORDED MARCH 5, 1965 AS THE DOCUMENTS SHOWN BELOW MADE BY KINGSBRIDGE PROPERTIES, INC. TO CONNECTICUT GENERAL LIFE INSURANCE COMPANY OF ALL INTEREST IN THE LEASES NOTED BELOW AS ADDITIONAL SECURITY TO THE MORTGAGE RECORDED AS DOCUMENT 19398744:
 - (A) ASSIGNMENT DOCUMENT NO. 19398746 AS TO LEASE DOCUMENT NO. 18776550
 - (B) ASSIGNMENT DOCUMENT NO. 19398748 AS TO LEASE DOCUMENT NO. 18669195
 - (C) ASSIGNMENT DOCUMENT NO. 19398749 AS TO LEASE DOCUMENT NO. 18776551
 - (D) ASSIGNMENT DOCUMENT NO. 19398750 AS TO LEASE DOCUMENT NO. 19071074.
26. ASSIGNMENT MADE BY ARLEN OPERATING COMPANY, A NEW YORK PARTNERSHIP, TO CONNECTICUT GENERAL LIFE INSURANCE COMPANY, CORPORATION CONNECTICUT, DATED FEBRUARY 4, 1969 AND RECORDED APRIL 21, 1969 AS DOCUMENT 20815922 OF ALL RIGHTS AND INTEREST IN AN UNRECORDED LEASE DATED SEPTEMBER 11, 1969 TO GLEN HEG. INC., CORPORATION WISCONSIN.
27. BY INSTRUMENT RECORDED APRIL 21, 1969 AS DOCUMENT 20815923 THE MORTGAGES RECORDED AS DOCUMENTS 18809552 AND 19398744 WERE PURPORTED TO HAVE BEEN SUBORDINATED TO A CERTAIN LEASE DATED SEPTEMBER 11, 1969 FROM ARLEN OPERATING COMPANY, A NEW YORK PARTNERSHIP, TO MARY LESTER FARRIS.
28. SECURITY INTEREST OF ADVANCE MORTGAGE CORPORATION, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT EXECUTED BY KOR REALTY ILLINOIS CORPORATION, DEBTOR, AND FILED ON MARCH 27, 1973-A 73016422. ASSIGNED TO FIRST NATIONAL CITY BANK BY DOCUMENT 75046737 RECORDED OCTOBER 14, 1975 AND ASSIGNED TO MORTGAGE TRUST OF AMERICA BY 75046008.
29. BY INSTRUMENT RECORDED JUNE 6, 1973 AS DOCUMENT 22351458 THE LEASE, A MEMORANDUM OF WHICH WAS RECORDED AS DOCUMENT 22240950 WAS SUBORDINATED TO THE MORTGAGE RECORDED AS DOCUMENT 22248917.

30. MORTGAGE DATED DECEMBER 1, 1972 AND RECORDED FEBRUARY 27, 1973 AS DOCUMENT 22234059 MADE BY LAWN ASSOCIATES, AN ILLINOIS LTD. PARTNERSHIP, TO ARLEN REALTY & DEVELOPMENT CORPORATION, A NEW YORK CORPORATION IN THE AMOUNT OF \$7,230,000.00. ASSIGNMENT TO THE MASTAN COMPANY, INCORPORATED BY DOCUMENT RECORDED JULY 17, 1975 AS 23153518. (AFFECTS INTEREST OF LAWN ASSOCIATES IN LEASEHOLD AND BUILDINGS ON PREMISES IN QUESTION).
31. TERMS, CONDITIONS, AND PROVISIONS OF THOSE CERTAIN AGREEMENTS BETWEEN LEVTRUST FINANCIAL CORPORATION, A DELAWARE CORPORATION, AND CITIBANK, N.A., A NATIONAL BANKING ASSOCIATION, DATED DECEMBER 21, 1976, DECEMBER 30, 1976 FEBRUARY 4, 1977 AND APRIL 3, 1977 AS DISCLOSED BY ASSIGNMENT ATTACHED TO AND RECORDED SIMULTANEOUSLY WITH MORTGAGE RECORDED JUNE 6, 1977 AS DOCUMENT 23954409.
32. BY INSTRUMENT RECORDED JUNE 6, 1973 AS DOCUMENT 22351463 THE MORTGAGE RECORDED AS DOCUMENT 22234059 WAS SUBORDINATED TO THE MORTGAGE RECORDED AS DOCUMENT 22246917.

It is to be noted that upon the closing, all of the foregoing mortgage and lien interests may be released in connection with a new mortgage to be executed at the direction of the trust beneficiaries.

LEASE

(Long Form)

Parties

ART. 1. This lease made in ~~quadruplicate~~ ^{triplicate} this 11th day of November 1977, by and between LA SALLE NATIONAL BANK, Trustee under Trust No. 52842, 135 S. La Salle Street Chicago, Illinois 60690

W herein referred to as Landlord, and F. W. WOOLWORTH CO., a corporation organized and existing under the laws of the State of New York, having its Executive Office at No. 233 Broadway, New York, New York, herein referred to as Tenant:

WITNESSETH:

Premises

ART. 2. The Landlord does demise and let unto the Tenant, and the Tenant does lease and take from the Landlord, for the term and upon the terms and conditions set forth in this lease, the premises now known as (Address) 8700 Cicero Avenue Oak Lawn, Illinois

and more particularly described in Schedule "A" and drawing attached hereto and made a part hereof, together with all alley rights, if any, easements, rights and appurtenances in connection therewith or thereunto belonging.

Term

ART. 3. To have and to hold the same for the term to commence on the date of delivery of the demised premises as in this lease provided

and end on the last day of January, 19 99, at Midnight, unless sooner terminated or extended as herein provided.

Possession

ART. 4. The Landlord agrees to deliver to the Tenant physical possession of the demised premises upon the commencement of the term hereof, free and clear of all tenants and occupants and the rights of either. Such delivery shall also be free of liens, encumbrances and violations of laws, ordinances and regulations relating to the use, occupation and construction of the building on the demised premises/^{or of which the demised premises are a part}except such as may be specified in Schedule "B" hereof. The Tenant agrees to deliver to the Landlord physical possession of the demised premises upon the termination of the term hereof or any extension thereof, in good condition, wear and tear, damage by fire, or damage from any other cause not directly attributable to the negligence of the Tenant excepted.

Rental

ART. 5. The Tenant agrees to pay to the Landlord the annual minimum rent of Four Hundred Sixty Seven Thousand Eight Hundred Sixty Four Dollars (\$467,864)

(unless such rent shall be abated or diminished as in this lease elsewhere provided) in equal monthly installments on the 15th day of each and every month during the term hereof for the current calendar month commencing with the date when the Tenant shall open its complete store in the demised premises for business or a date which shall be sixty (60) days after delivery by the Landlord to the Tenant of the demised premises in accordance with the provisions of this lease (whichever date shall be earlier). The aforesaid payments of rent are to be made to Highcrest Management Co., 7550 Janes Avenue, Woodridge, Illinois 60515 or to such other person or corporation and at such other place, as shall be designated by Landlord in writing at least ten (10) days prior to the next ensuing rent payment date. The rent for the calendar month during which rent shall begin to accrue or change in amount and for the last calendar month of the term of this lease shall be apportioned.

Percentage Rent

ART. 5A. On or before the first day of ~~February~~^{March} following each full ~~calendar~~^{fiscal} year of the term of this lease (the first such ~~calendar~~^{fiscal} year to begin with ~~January~~^{February} first of the year following the year in which this lease term commences), the Tenant agrees to mail or deliver to the Landlord a statement sworn to by one of its accountants, showing the sales (computed as hereinafter provided) made by F. W. Woolworth Co. and its licensees in its store in the demised premises during the preceding ~~calendar~~^{fiscal} year.

Should ~~the~~ said sales exceed \$12,000,000

- (a) ~~1% of the first \$12,000,000, and~~
 (b) ~~1% of the next \$12,000,000, and~~
 (c) ~~1% of the remainder of said sales~~
 (i.e. over \$12,000,000)

~~exceed the annual minimum rent payable~~ for the same period covered by such statement, Tenant agrees that it will forthwith pay to the Landlord, as percentage rent due hereunder, a sum equivalent to ^{1% of} such excess, See below*

In computing such sales for the purpose of this article, the Tenant shall take the total amount of sales of merchandise and services made in the demised premises, whether for cash or credit, (excluding service or interest charges on credit sales and charges for delivery of any merchandise to customers) and deduct therefrom the following to the extent that same are included in the computation of sales: (1) all credits and refunds made to customers for services or for merchandise returned or exchanged; (2) all receipts from weighing machines, lockers, public telephones and public toilets; (3) all sums and credits received in settlement of claims for loss or damage to merchandise; (4) all taxes upon the receipt or purchases of merchandise by the Tenant or its licensees and all occupational sales taxes and other taxes upon or based upon the gross receipts of the Tenant and said licensees or upon the sale or sales price of merchandise and which must be paid by the Tenant and said licensees whether or not collected by the Tenant and its licensees from customers and whether or not the same may be commonly known as a "Sales Tax". The taxes to which reference is hereinabove made may be deducted regardless of whether imposed under any existing or future orders, regulations, laws or ordinances. The provisions of this Article 5A shall not apply to any sales made in space aggregating not more than 1,000 square feet used for post office, bank, travel agency, check cashing, money order sales, insurance sales, charitable activities and similar purposes designed to increase customer traffic.

The Tenant agrees that the Landlord or the Landlord's agents may inspect the Tenant's records of sales made in said store annually at its Central Accounting Office, Milwaukee, Wisconsin, provided such inspection is made within sixty (60) days after the statement of sales is mailed or delivered by the Tenant to the Landlord and is limited to the period covered by such statement. The Tenant makes no representation or warranty as to the sales which it expects will be made in the demised premises. The Tenant shall not be responsible for the accuracy of reports of sales made by its licensees, the sole responsibility of the Tenant as to such reports and sales being to include in its statement of sales the amounts of sales reported to it by each such licensee.

Should the Tenant at any time elect to discontinue the operation of its store, the Tenant shall give to the Landlord notice in writing of its intention so to do and in such event the Landlord shall have one option, to be exercised by notice in writing given to the Tenant within ninety (90) days after the date of mailing of the Tenant's aforesaid notice to the Landlord, to cancel and terminate this lease. If the Landlord exercises its said option, this lease shall cancel and terminate on the last day of the month next following the end of said ninety (90) day period and the Tenant shall be released from any further liability under this lease.

Should the Landlord fail to exercise its said option and should the Tenant at any time thereafter discontinue the operation of its said store then and in any such event, anything in this lease to the contrary notwithstanding, it is hereby mutually agreed that the rent which Tenant shall pay to the Landlord during the remainder of the term of this lease shall be the rent more particularly set forth in said Article 5, and the word "minimum" in said Article 5 shall be deemed deleted. Upon the discontinuance of the operation of said store, all of the covenants and provisions contained in the preceding paragraphs of this article shall be of no further force and effect.

*less the net amount if any paid by Tenant to the Landlord for such preceding fiscal year pursuant to the article captioned "REAL PROPERTY TAXES". For the purpose of this and the article captioned "REAL PROPERTY TAXES" the term "fiscal year" shall mean any twelve (12) month period during the term hereof or any extension thereof commencing February 1st and ending January 31st.

Title

ART. 6. The Landlord covenants that the Landlord has good and marketable title to the premises described in Schedule "A" hereof in fee simple absolute and that the same is subject to no leases, tenancies, agreements, encumbrances, liens or defects in title affecting the demised premises or the rights granted Tenant in this lease other than those specifically set forth in Schedule "B" attached hereto and made a part hereof. The Landlord further covenants that there are no restrictive covenants, zoning or other ordinances or regulations which will prevent the performance of any construction work required to be done hereunder or the use and occupancy, for the purposes herein indicated, of the premises resulting from such construction, or which will prevent the Tenant from conducting a department store business or any department thereof in the demised premises, or from using the ground floor of the demised premises as one undivided room.

The Landlord agrees, prior to the delivery by the Tenant of an executed copy of this lease, to furnish to the Tenant without cost to the Tenant, proof satisfactory to the Tenant that the Landlord's title is in accordance with the foregoing covenants, a recent survey of said premises satisfactory to the Tenant, and an agreement executed by the mortgagee in form satisfactory to the Tenant, subordinating each mortgage affecting said premises to this lease.

Use of Premises Before Term

ART. 7. If under this lease it is the Landlord's obligation to build a new building or to alter the existing building or buildings for the occupancy of the Tenant, the Landlord agrees that if space in the demised premises is available, the Tenant and its licensees at any time prior to the beginning of the term of this lease may install therein fixtures and equipment and receive and store therein merchandise and other property at its and their own risk, free from rent, provided the same does not interfere unreasonably with the work being done in or to the building by the Landlord. Such use of the demised premises shall not be construed as acceptance of delivery of the premises under the terms and provisions of this lease or as a waiver of any of the provisions of this lease.

Tenant's Right to Make Alterations

ART. 8. The Landlord agrees that the Tenant may at its own expense, from time to time during the term hereof, make such alterations, additions and changes, structural or otherwise, in and to the demised premises as it finds necessary or convenient for its purposes, ~~and may build on any vacant land included within the demised premises.~~ ~~and may build on any vacant land included within the demised premises, and may demolish any buildings on the demised premises provided it proceeds with all reasonable diligence to erect a new building or buildings thereon of at least equal value to that demolished.~~ The Landlord agrees that the Tenant may from time to time during the term hereof remove walls and connect the demised premises with other premises owned or controlled by the Tenant. The Tenant agrees that any building erected by it and all alterations, additions and changes made by it will be erected or made in a first-class workmanlike manner, and anything in this lease to the contrary notwithstanding the Landlord and Tenant agree that the Tenant shall have neither the right nor the obligation at the end of the term of this lease or any extension thereof to remove the same or to change such structure or restore the premises to the condition in which they were originally. The Landlord agrees that when necessary the Tenant may at all reasonable times enter any part of the building or which the demised premises are a part with mechanics, tools and materials to make such alterations, additions and changes.

Fixtures and Personal Property

ART. 9. All trade fixtures, equipment and other property owned by the Tenant or its licensees shall remain the property of such owner without regard to the means by which, or the person by whom the same are installed in or attached to the demised premises, and the Landlord agrees that such owner shall have the right at any time, and from time to time, to remove any and all of said trade fixtures, equipment and other property, including but not limiting the same to counters, shelving, showcases, mirrors, slides and air-conditioning, cooling and other machinery. The Landlord agrees not to mortgage or pledge said trade fixtures, equipment and other property.

Union Labor Clause

ART. 10. The Landlord agrees to comply with and to require Landlord's contractors to comply with all Federal, State and local laws, ordinances, regulations and directions relating to the employment, conditions of employment and hours of labor in connection with any demolition, construction, alteration or repair work done by or for the Landlord in or about the demised premises, and also agrees where possible and to the extent permitted by law to employ and require the employment of union labor in connection with such work. This article is intended to be separable from all other articles of this lease.

*alterations, additions and changes. The Landlord agrees to use its best efforts to protect for this Tenant the right of entry for such purpose.

Quiet Possession

ART. 11. The Landlord agrees that the Tenant upon paying the rent and performing the covenants of this lease may quietly have, hold and enjoy the demised premises and all rights granted Tenant in this lease during the term hereof or any extension thereof.

Tenant's Right to Cure Landlord's Defaults

ART. 12. The Landlord agrees that if the Landlord fails to pay any installment of taxes or assessments or any interest, principal, costs or other charges upon any mortgage or mortgages or other liens and encumbrances affecting the demised premises and to which this lease may be subordinate when any of the same become due, or if Landlord fails to make any repairs or do any work required of the Landlord by the provisions of this lease, or in any other respect fails to perform any covenant or agreement in this lease contained on the part of the Landlord to be performed, then and in any such event or events the Tenant, after the continuance of any such failure or default for ten (10) days after notice in writing thereof is given by the Tenant to the Landlord, may pay said taxes, assessments, interest, principal, costs and other charges, and cure such defaults all on behalf of and at the expense of the Landlord, and do all necessary work and make all necessary payments in connection therewith including but not limiting the same to the payment of any counsel fees, costs and charges of or in connection with any legal action which may have been brought, and the Landlord agrees to pay to the Tenant forthwith the amount so paid by the Tenant, together with interest thereon at the rate of ~~eight (8%)~~ ^{eight (8%)} percent per annum, and agrees that the Tenant may withhold any and all rental payments and other payments thereafter becoming due to the Landlord pursuant to the provisions of this lease or any extension thereof, and may apply the same to the payment of such indebtedness of the Landlord to the Tenant until such indebtedness is fully paid with interest thereon as herein provided. Nothing herein contained shall preclude the Tenant from proceeding to collect the amount so paid by it as aforesaid without waiting for rental offsets to accrue, and if at the expiration of this lease or any extension thereof there shall be any sums owing by the Landlord to the Tenant, this lease may at the election of the Tenant be extended and continue in full force and effect until January 31st of the year following the date when the indebtedness of the Landlord to the Tenant shall have been fully paid.

Tenant Attorney for Landlord

ART. 13. The Landlord hereby appoints and constitutes the Tenant the Landlord's true and lawful attorney in fact in the Landlord's name to apply for and secure from any governmental authority having jurisdiction thereover any permits or licenses which may be necessary in connection with the construction of any new building and the making of any alterations, additions, changes and repairs, and the Landlord agrees upon request by the Tenant to execute or join in the execution of any application for such permits and licenses.

Utilities

ART. 14. The Landlord agrees at the Landlord's own cost and expense to provide to the demised premises throughout the term hereof such sewer facilities and such utilities (including but not limiting same to water, electric current and gas) as the Tenant may require and to supply and maintain adequate separate meters for the purpose of measuring all such utilities consumed by the Tenant in the demised premises. The Tenant agrees to pay, at a rate not to exceed the usual local rate, for all such utilities indicated by said meters to have been consumed by the Tenant during the term hereof beginning with the date on which rent provided in Article 5 hereof commences to accrue.

Assigning, Mortgaging, Subletting

ART. 15. Except as hereinafter provided, the Tenant agrees not to assign, mortgage, pledge or encumber this lease without first obtaining the written consent of the Landlord. The Landlord agrees not to assign, mortgage, pledge or encumber this lease or any of the rents becoming due hereunder without first obtaining the written consent of the Tenant, provided however, that such consent shall not be needed for an assignment of this lease in the form of Schedule "C" attached hereto or for a transfer of this lease to the purchaser in connection with a bonafide sale of the demised premises or the premises of which the demised premises are a part. The Tenant is hereby given the right to assign this lease to a corporation substantially all of the stock of which is owned by the Tenant, and to sublet the demised premises or any part thereof, but notwithstanding such assignment or subletting the Tenant shall continue liable for the performance of the terms, conditions and covenants of this lease. The tenant further agrees that it will not, without the written consent of the Landlord, which consent the Landlord agrees not unreasonably to withhold, sell automotive motor fuel.

Repairs

ART. 16. The Landlord agrees to make and pay for (a) all repairs, structural or otherwise, to the exterior or of which the demised premises are a part of the building on the demised premises, including but not limiting said repairs to the streets, curbs, sidewalks and alleys, and (b) all repairs to the interior of said building which may be of a structural nature and which are not made necessary by any unusual use of the demised premises by the Tenant, and (c) ~~all necessary repairs to the heating plant, and (d)~~ all repairs, structural or otherwise, to the interior of the demised premises made necessary by acts of God and the elements and leakage or flowing of water and steam into the demised premises.

Anything in this lease to the contrary notwithstanding the Landlord agrees that if in an emergency it shall become necessary to promptly make any repairs hereby required to be made by the Landlord, the Tenant may at its option proceed forthwith to have such repairs made and pay the cost thereof. The Landlord agrees to pay the Tenant the cost of such repairs on demand, and that if not so paid the Tenant may deduct the amount so expended by it from rent due or to become due. In the event the Tenant shall elect not to make such repairs, it will promptly notify the Landlord of the need for such repairs.

The Tenant agrees to make and pay for all ordinary repairs to the interior of the demised premises which it deems necessary to keep the same in a good state of repair except such repairs as are herein provided to be made by the Landlord. Except as otherwise provided in this lease, the Landlord shall not be responsible for maintenance and repairs to the heating and air-conditioning systems provided the Landlord assigns to the Tenant the manufacturers warranty, if any, on said heating and air-conditioning systems.

ART. 17. The Landlord agrees that it will keep insured against loss or damage by fire, to at least 80% or of which the demised premises are a part of the full fair insurable value thereof, the building on the demised premises and all other buildings on Entire Premises described in Schedule "A". Each such policy of insurance shall contain a provision waiving the insurer's right of subrogation against the Tenant.

The Landlord further agrees that if any such building is damaged or destroyed by fire or through any other cause at any time after the date of this lease, the Landlord will proceed with due diligence to repair or restore the same to the same condition as existed before such damage or destruction. If the building on the demised premises are so damaged or destroyed, the Landlord as soon as possible after the repair or restoration thereof (but not prior to the beginning of the term of this lease, unless acceptable to the Tenant) will give possession of the same space as herein demised said building to the Tenant in the same condition as existed immediately prior to such damage or destruction, without diminution or change of location.

If, however, within the last two (2) years of the term of this lease said building on the herein demised premises or of which the demised premises are a part is damaged or destroyed by fire or through any other cause, then at the option of the Tenant, which shall be exercised by notice in writing given to the Landlord within thirty (30) days after the occurrence of such damage or destruction, this lease shall terminate and no rent shall be paid by the Tenant for the period subsequent to the date of such damage or destruction. If this lease shall terminate as aforesaid and any rent shall have been paid in advance, the Landlord agrees to refund to the Tenant all rent so paid applicable to the period subsequent to such damage or destruction.

In the event of damage or destruction of the building on the demised premises, all rent shall abate from the date of such damage or destruction until the Landlord has repaired or restored said building and has delivered the same to the Tenant in the manner and in the condition provided in this article.

Indemnity

ART. 18. The Tenant during the term hereof shall indemnify and save harmless the Landlord from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, occurring within the demised premises and arising out of the use and occupancy of said demised premises by the Tenant, or its licensees excepting however such claims and demands whether for injuries to persons or loss of life, or damage to property, caused by acts or omissions of the Landlord. The Landlord during the term hereof shall indemnify and save harmless the Tenant and its licensees from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, arising out of acts or omissions of the Landlord or arising out of the use of the Common Facilities as defined in this lease, by the Tenant or its licensees.

Regulations, Etc.

ART. 19. The Landlord agrees that if any federal, state or municipal government or any department or division thereof has or hereafter shall condemn the demised premises or any part thereof as unsafe or as not in conformity with the laws and regulations relating to the use, occupation and construction thereof, or has ordered or required or shall hereafter order or require any rebuilding, alteration or repair thereof or installations therein, the Landlord will immediately at Landlord's own cost and expense rebuild or make such alterations, installations and repairs as may be necessary to comply with such laws, orders or requirements. If by reason of such laws, orders or requirements or the work done by the Landlord in connection therewith, the Tenant or its licensees is deprived of the use of the demised premises, all rent shall abate during the period of such deprivation. If the Tenant or its licensees is deprived of part of the demised premises, rent shall in such event abate proportionately. All such rebuilding, altering, installing and repairing affecting the demised premises shall be done in accordance with plans and specifications approved by the Tenant. If, however, such condemnation, order or requirement as in this article set forth shall be the result of some unusual use of the demised premises by the Tenant or its licensees, the Tenant shall comply with such order or requirement within the demised premises at its own cost and expense and no abatement of rent shall be granted.

Eminent Domain

ART. 20. In the event all of the demised premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this lease shall terminate and expire as of the date of such taking and the Tenant shall thereupon be released from any further liability hereunder.

In the event part of the demised premises or ^{10% or more} ~~part~~ of the Entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, the Tenant shall have the right to cancel and terminate this lease as of the date of such taking upon giving to the Landlord notice in writing of such election within thirty (30) days after the receipt by the Tenant from the Landlord of written notice that said premises have been so appropriated or taken. In the event of such cancellation the Tenant shall thereupon be released from any further liability under this lease. The Landlord agrees immediately after any appropriation or taking to give to the Tenant notice in writing thereof.

If this lease is terminated in either manner hereinabove provided, the rent for the last month of the Tenant's occupancy shall be pro-rated and the Landlord agrees to refund to the Tenant any rent paid in advance, and if at the time of such appropriation or taking, the Tenant shall not have fully amortized expenditures which it may have made on account of any improvements, ^{or} alterations ~~or building~~ made ~~on account~~ on the demised premises, the Landlord shall and hereby does assign to the Tenant so much of any award payable as a result of such appropriation or taking as equals the unamortized portion of the Tenant's expenditures, however, the amount assigned hereunder shall in no instance exceed \$150,000.

The unamortized portion of the Tenant's said expenditures shall be determined by multiplying such expenditures by a fraction, the numerator of which shall be the number of years of the term of this lease which shall not have expired at the time of such appropriation or taking and the denominator of which shall be the number of years of the term of this lease which shall not have expired at the time said expenditures are made, ^{not to exceed \$150,000} / The "term of this lease" to which reference is herein made shall include any renewed or extended term resulting from the exercise of an option by the Tenant prior to such appropriation or taking. The Tenant's right to receive compensation or damages for its fixtures or personal property shall not be affected in any manner hereby.

If a portion of the demised premises shall have been appropriated or taken and if this lease shall continue, then in that event, the Landlord agrees, at the Landlord's cost and expense, to immediately restore the building on the land remaining to a complete unit of like quality and character as existed prior to such appropriation or taking, and all rent shall abate during the period of demolition and restoration, and thereafter the rent shall be reduced in the ratio that the ground floor area of the part of the building taken ^{which is included within the demised premises} bears to the ground floor area of the building ^{which} before such taking. ^{was included within the demised premise}

Tenant's Default in Rent

ART. 21. It is mutually agreed that in the event the Tenant shall default in the payment of rent herein reserved when due, the Landlord shall forward notice in writing of such default to the Tenant, and failure of the Tenant to cure such default within thirty (30) days after the date of receipt of such notice shall at the option of the Landlord work as a forfeiture of this lease.

Other Defaults by Tenant

ART. 22. It is mutually agreed that if the Tenant shall be in default in performing any of the terms or provisions of this lease other than the provision requiring the payment of rent, and if the Landlord shall give to the Tenant notice in writing of such default, and if the Tenant shall fail to cure such default within thirty (30) days after the date of receipt of such notice, or if the default is of such a character as to require more than thirty (30) days, then if Tenant shall fail to use reasonable diligence in curing such default, then and in any such events the Landlord may cure such default for the account of and at the cost and expense of the Tenant, and the sum so expended by the Landlord shall be deemed to be additional rent and on demand shall be paid by the Tenant on the day when rent shall next become due and payable. The Landlord agrees that in no event shall such defaults be the basis of a forfeiture of this lease or otherwise result in the eviction of the Tenant or the termination of this lease.

Transfer of Title

ART. 23. It is understood and agreed that in the event of any change in or transfer of title of the Landlord in or to the demised premises or any part thereof, whether voluntary or involuntary, or by the act of the Landlord or by operation of law, the Tenant shall be under no obligation to pay rents thereafter accruing until notified in writing of such change in title and being given satisfactory proof thereof, and that the withholding of such rents in the meantime shall not be deemed a default upon the part of the Tenant.

Waiver

ART. 24. The Landlord agrees that any rental payments or other payment becoming due to the Landlord pursuant to the provisions of this lease or any extension thereof, which remain unpaid and for which no claim has been made in writing by the Landlord to the Tenant within one (1) year after the date when such payment is due, shall be deemed and hereby is waived by the Landlord.

Notices

ART. 25. Wherever in this lease it shall be required or permitted that notice or demand be given or served by either party to this lease to or on the other, such notice or demand shall be given or served and shall not be deemed to have been duly given or served unless in writing and forwarded by certified or registered mail, addressed as follows: TO THE LANDLORD at c/o Surety Builders, Inc.

7550 Janes Avenue
Woodridge, Illinois 60515

TO THE TENANT (~~Minister Department Store Division~~) at 233 Broadway, New York, N. Y.

915 Lee Street, Des Plaines, Illinois 60016

TO THE TENANT (Executive Office) at 233 Broadway, New York, N. Y. Such addresses may be changed from time to time by either party by serving notices as above provided.

Full Performance

ART. 26. This lease (including any Short Form lease or Notice of Lease prepared for recording purposes) is and shall be considered to be the only agreement between the parties hereto; all negotiations and oral agreements acceptable to both parties are included herein. The Landlord by the execution hereof acknowledges full performance to the date hereof of all covenants required to be performed by the Tenant under all prior leases, contracts and agreements of every kind and nature whatsoever affecting the demised premises or the property of which the demised premises are a part.

The Landlord further releases the Tenant from the performance of any and all obligations of every kind and nature whatsoever under said leases, contracts and agreements (except such obligations as are expressly included in the herein lease), all of which are hereby canceled and terminated.

Conditions of Delivery

ART. 27. (SECTION I—CONSTRUCTION). The Landlord agrees at the Landlord's expense, to commence, within 180 days after delivery by the Tenant to the Landlord of an executed copy of this lease, and thereafter to complete the construction of such of the following as are not already in existence: (a) retail store building or buildings upon land described as Entire Premises in Schedule "A" attached hereto, said building or buildings to have not less than ~~..... lineal feet of frontage and~~ 250,000 square feet of ground floor space (including the demised premises) and to be situated within the area shown as Building Area on the drawing, as well as certain alterations, additions and changes thereto; (b) the building and appurtenances on the demised premises, in the location referred to in Schedule "A" hereof, in accordance with plans and specifications prepared by the Landlord and bearing the written approval of the Tenant's ~~Division Construction Director~~ Executive Office Director of Construction; and (c) certain Common Facilities in accordance with plans and specifications prepared by the Landlord and bearing the written approval of the Tenant's aforesaid Construction Director, consisting of (i) adequate sidewalks, including a sidewalk not less than 13 feet wide abutting each of the pedestrian entrances of the demised premises, (ii) a Service Drive not less than 20 feet wide connecting the Tenant's freight receiving facilities with a public street or highway, (iii) Parking Area or Areas to accommodate not less than 1400 automobiles and to be located generally between the Building Area and Cicero Ave. and 87th Street, including space for at least automobiles within the area shown area located on the above mentioned drawing, and (iv) entrances and exits from and to public streets or highways as shown on said drawing and (d) a shopping center pylon sign. All of said construction shall be done in a good and workmanlike manner using first quality materials. Said Common Facilities shall have paving of concrete or asphalt, so that the same will be adequate and serviceable in all respects for use by the Tenant in accordance with this lease.

The Landlord agrees to comply with the preceding provisions of this Section with diligence and in such manner that upon completion the location of the other stores and buildings, and of the Common Facilities, in relation to the demised premises will not be materially different from the same as portrayed on said drawing, and upon compliance therewith, and with the provisions of Subsections (a) and (b) of SECTION II—OTHER TENANTS hereof, but not earlier than 120 days after the Short Form lease or Notice of Lease is recorded and the final proof of title required by Article 6 hereof is furnished to the Tenant, to make delivery of the demised premises to the Tenant in accordance with the provisions of this lease.

The Landlord further agrees that should the Landlord make delivery of the demised premises to the Tenant during any period commencing October 1 and ending January 31, all rent hereunder shall abate until the next April 1, or the date when the Tenant shall open its complete store in the demised premises for business, whichever date shall be the earlier.

With reasonable promptness after the delivery of the demised premises by the Landlord to the Tenant, the Landlord shall provide the Tenant with an accurate drawing or survey, in triplicate, showing the location of the demised premises, Common Facilities, and other stores and buildings on the Entire Premises.

(SECTION II—OTHER TENANTS). The Landlord agrees (a) to exhibit to the Tenant, within 180 days after delivery by the Tenant to the Landlord of an executed copy of this lease (but not later than one hundred eighty (180) days prior to delivery of the demised premises), bonafide leases to the following tenants (herein called "Principal Tenants") for the following retail stores, each to be situated in the approximate position in the Building Area as is shown on the drawing attached to said Schedule "A":

	Principal Tenants	Minimum Total Floor Area	Minimum Firm Lease Term	To Expire Not Earlier Than August July 31
1.	Dominicks Super Market	38,400 sq. ft.	19.79.
2.		sq. ft.	yrs.	19....
3.		sq. ft.	yrs.	19....
4.		sq. ft.	yrs.	19....

~~and (b) to certify in writing to the Tenant not later than one hundred eighty (180) days prior to delivery of the demised premises, that leases have been completed with at least Additional Tenants for ground floor retail space in the Building Area, to be used for retail store purposes in the following classifications:~~

Anything in this lease to the contrary notwithstanding, the parties hereto mutually agree that all rent hereunder shall abate from the commencement of the term hereof until (i) all of said Principal Tenants, (ii) at least of said Additional Tenants occupying in the aggregate at least square feet of ground floor space for use in the aforesaid classifications and (iii) other tenants for retail store purposes which may or may not be in the aforesaid classifications occupying in the aggregate at least square feet of ground floor space, are all in occupation of their respective premises and doing business therein.

The Tenant does hereby specifically consent to the lease, use and occupancy by the following tenants of space in said Entire Premises having ground floor areas in excess of ^{15,000}~~10,000~~ square feet provided the same do not exceed the following maximum ground floor areas:

<u>Tenant</u>	<u>Maximum Ground Floor Area</u>	
1. Dominicks Super Market	40,500	sq. ft.
2. Neighbor X Drugs	16,200	sq. ft.
3. Service Merchandise (2 buildings)	59,500	sq. ft.

(SECTION III--CANCELLATION). If for any reason whatsoever the demised premises have not been delivered to the Tenant in accordance with the provisions of this lease on or before October 1, 1978....., or if all of said Principal Tenants are not in occupation of their respective premises and doing business therein on or before said date, then and in either such event, the Tenant may, at any time within one (1) year after said date, or any extension thereof granted to Landlord by the Tenant, terminate and cancel this lease by notice in writing to the Landlord, and upon the giving of such notice, this lease shall thenceforth be null and void. The Tenant may also terminate and cancel this lease at any time after default by the Landlord in exhibiting the aforesaid bonafide leases. Such rights of termination and cancellation shall not, however, be exclusive of any other rights or remedies of the Tenant for enforcement of the obligations of the Landlord hereunder. In any event, this lease shall automatically terminate and cancel on the fifth (5th) anniversary of the date of this lease unless the demised premises have been delivered to the Tenant on or before said fifth (5th) anniversary date.

Use of Common Facilities

ART. 28. The Landlord hereby grants to the Tenant, its customers, employees and visitors an easement throughout the term hereof to use, in common with others entitled to similar use thereof, all of the aforementioned Common Facilities and in addition thereto any similar future facilities, including but not limiting the same to the use of all the Streets, Service Drives and Sidewalks for ingress and egress to and from the demised premises and the public streets or highways shown on the aforesaid drawing, and the use for automobile parking, of the areas designated as Parking Area; all of said Common Facilities being situated upon land described as Entire Premises in the aforementioned Schedule "A" and drawing. The Landlord agrees at Landlord's expense to adequately maintain throughout the term hereof, all of said Common Facilities in good and usable condition, free and clear of ice, snow and debris, and adequately lighted at all times when Tenant's store is open for business, without any charge or cost for such use by the Tenant.

Options for Extended Terms

ART. 29. The Landlord agrees that Tenant shall have and is hereby granted 4 . successive options to extend the term of this lease for any period of time not exceeding 5 . years on each such option, such extended term to begin respectively upon the expiration of the term of this lease or of this lease as extended and all the terms, covenants and provisions of this lease shall apply to each such extended term with the exception, however, that the Tenant shall not have any further option to again extend the term of this lease following the exercise, if any, of the 4th option to extend. If the Tenant shall elect to exercise the aforesaid options it shall do so by giving to the Landlord notice in writing of its intention to do so not later than ^{two (2) years} ~~one (1) year~~ prior to the expiration of the term of this lease or of this lease as extended, and in said notice shall state the date to which it elects to extend the term of this lease.

Option to Buy DELETED

ART. 30. ~~If the Landlord shall receive a bona fide offer to purchase the demised premises, or the demised premises together with all or part of the Entire Premises, which offer is acceptable to the Landlord, the Landlord agrees that the Tenant shall have and is hereby granted an option to purchase the same upon the same terms and provisions as are a part of such offer. The Landlord agrees immediately after receipt of such offer to give to the Tenant notice in writing of the terms and provisions thereof, and that the Tenant may exercise its option to purchase said property at any time within twenty (20) days after such notice is received by the Tenant. If Tenant shall elect to exercise such option it shall do so by giving notice in writing to the Landlord and a contract of sale shall be executed by the parties and title closed within a reasonable time thereafter.~~

Restrictive Covenant

ART. 31. So long as F. W. Woolworth Co. leases, uses, or occupies any space in the area described in Schedule "A" hereof as Entire Premises, the Landlord covenants that notwithstanding the amendment, cancellation, termination, or expiration of the herein lease: (a) no covenant or agreement not specified in Schedule "B" hereof made by the Landlord with any other person or corporation restricting the use or occupancy of all or part of said Entire Premises shall be of any force or effect against F. W. Woolworth Co., (b) no building or structure shall be erected or maintained on any part of the Entire Premises except in the area designated Building Area or Future Building Area on the drawing attached to Schedule "A" hereof; (c) no building, structure, or other space in said Entire Premises having a ground floor area in excess of ^{15,000} ~~10,000~~ square feet shall be leased to or used or occupied by any person or corporation unless said lease, use or occupancy is specifically consented to in writing by the Tenant, and (d) no other space in said Entire Premises shall be used or occupied as, or in connection with, a store commonly known as a variety store, junior department store, department store or discount store, (e) no other space in said Entire Premises shall be used or occupied as or in connection with a store, shop or service facility commonly known as a T.B.A. or auto accessory store except that Mobil Oil may operate a service station in the building designated "Mobil" on the drawing attached to Schedule "A" hereof.

Tenant's Sign

ART. 32. The Landlord hereby grants to the Tenant the right and easement to erect at any time and to maintain on any part of the Parking Area not exceeding 200 square feet in land area, a pylon ~~and one other sign~~ ^{and one other sign advertising Tenant's automotive department} sign/and in connection therewith the further right and easement to install and maintain under, in, or over the Entire Premises such conduits, wires, or ducts as may be necessary to supply utilities services to said sign, provided such conduits, wires or ducts do not unreasonably interfere with the use of said Entire Premises.

The maintenance of such pylon or other sign shall be at the Tenant's sole cost and expense and during the continuance of said easement, the Tenant shall indemnify and save harmless the Landlord from and against any and all claims and demands for injuries to persons or loss of life or damage to property resulting from the Tenant's use of said sign and said utilities services. Should Tenant elect to have such sign erected concurrently with erection of the building on the demised premises, required permits shall be secured and utilities, foundations and structural supports for said sign shall be installed by Landlord at Landlord's cost and expense in accordance with plans and specifications prepared by the Landlord and bearing the written approval of the Tenant's aforesaid Construction Director.

Tenant's Business

ART. 33. It is an essential element of this lease that, notwithstanding the amount of the minimum rent specified in Article 5 hereof and notwithstanding the provisions of the article hereof captioned "PERCENTAGE RENT" or any other provisions of this lease, the Tenant reserves the right to operate its business, whether on the demised premises or elsewhere, as it sees fit, and the Landlord shall have no express or implied right to interfere in the operation of the Tenant's business or to complain about or hold the Tenant liable for the manner in which the Tenant's business is operated. Without limiting the generality of said reservation, the Tenant shall have the right to determine how any store on the demised premises is to be operated, and to discontinue the operation of any such store, and to operate stores in other locations which are in competition with any such store. The Landlord acknowledges that the Tenant has notified the Landlord that the Tenant would not enter into this lease except for the reservation contained in this paragraph.

General Provisions

ART. 34. The Landlord agrees to pay all fees and commissions for bringing about the execution and delivery of this lease, and agrees to indemnify the Tenant and save the Tenant harmless of and from any and all claims for such fees and commissions.

It is further agreed between the parties hereto that the signing of this agreement by the Landlord does not constitute a completed transaction until such time as this lease shall have been accepted by the Tenant, and executed by its proper Officers.

For the purpose of recording, the parties hereto have simultaneously with the execution and delivery of this lease executed and delivered a Short Form lease or Notice of Lease, in which this lease may be referred to as the "Agreement".

The captions of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of this lease.

Wherever the word "licensees" is used in this lease, it is intended that the same shall include subtenants and concessionaires.

If more than one person or corporation is named as Landlord in this lease and executes the same as such, then and in such event, the word "Landlord" wherever used in this lease, is intended to refer to all such persons or corporations, and the liability of such persons or corporations for compliance with and performance of all of the terms, covenants and provisions of this lease shall be joint and several.

Landlord and Tenant agree that all the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof, and that all of the provisions hereof shall bind and enure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

Wherever the word "building" is used in this lease it is intended that the same shall include any building, buildings, structure or structures which are now on or which may hereafter be erected on the demised premises or on premises of which the demised premises may be a part.

Exterior Sales

ART. 35. The Landlord agrees that during the term hereof the Tenant shall have and is hereby granted the right at no cost to the Tenant to display and sell merchandise and services at such times as Tenant desires on those portions of the Common Facilities shown hatched on the drawing attached to Schedule "A" hereof. Sales made in such area shall be deemed to be sales made in Tenant's store.

The Landlord covenants that the Landlord has not granted and will not grant rights to others in the Common Facilities which are inconsistent with rights herein granted the Tenant and agrees to provide proof thereof satisfactory to the Tenant.

Use of Parking Area

ART. 36. The Landlord hereby covenants and agrees that the Tenants in the Building Area or Future Building Area, as shown on the drawing attached to Schedule "A" hereof, their customers, employees and visitors shall have the exclusive right to use the Common Facilities shown as Parking Area on said drawing, and that it will not grant the right to use or permit any other person or corporation to use said Parking Area without the prior written consent of the Tenant.

Attorney's Fees

Art.37. Should Tenant incur any expense for legal fees or disbursements of legal counsel to protect Tenant's leasehold interest or to protect Tenant against liability or loss for payment of rent to the wrong party by reason of:

- (a) the assertion, enforcement or foreclosure of any title or interest in or lien or encumbrance on the demised premises or the premises of which they are a part, or any estate or interest therein, including without limitation any assignment of lease or rents, the foreclosure or threatened foreclosure of any mortgage thereon or of any mechanic's lien or materialmen's lien thereon for work not contracted for by Tenant, or
- (b) any action, proceeding or other procedure to garnish, attach or levy on all or any part of the rent due under this lease, or
- (c) any other action or proceeding or controversy or difference of opinion between Landlord and/or other parties

in which Tenant is joined or as a result of which Tenant is or may be subject to a conflicting claim or claims for rent or to possible loss or impairment of its leasehold interest, Landlord agrees upon demand to reimburse Tenant for such expense. It is agreed, however, that before making any claim for such reimbursement Tenant will give written notice to Landlord stating that Tenant will be required to incur expenses to protect its leasehold interest or to protect it against loss or liability for payment of rent to the wrong party, enclosing with said notice copies of any and all documents and correspondence received by Tenant which in Tenant's opinion, give rise to the need for such protection. Tenant shall not be entitled to reimbursement pursuant to this Art.37 unless Landlord shall fail within ten (10) days after such notice is given by Tenant, to provide the required protection. The provisions of Art. 12 of this lease relating to withholding rent and other payments, the right to collect such indebtedness without waiting for rental offsets to accrue, and the right at Tenant's election to extend the term of this lease, shall apply to the indebtedness of Landlord to Tenant provided for above in this Art. 37.

Anything in this Art. 37 to the contrary notwithstanding Landlord shall not be liable to reimburse Tenant for any expense as herein provided resulting from default by Tenant under the provisions of this lease, bankruptcy of Tenant or claims by creditors of Tenant.

REAL PROPERTY TAXES

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ART. 38 . Throughout the term of this lease, the Landlord shall pay, before the same become delinquent, all real property taxes upon the land described as "Entire Premises" in Schedule "A" annexed hereto and made a part hereof and upon all the improvements thereon at any time erected. If, during any full fiscal year of the term of this lease, after the expiration of the ^{first} ~~three~~ full fiscal year of said term (the first such full fiscal year shall begin on February 1 of the year subsequent to the year in which the term of this lease commences), the amount of the real property taxes (determined by excluding therefrom, however, all real property taxes attributable to improvements not included in the assessment upon which such taxes for said ^{first} ~~three~~ full fiscal year was based) paid by the Landlord and allocable to such fiscal year increases above the larger of (A) the amount of such taxes allocable to said ^{first} ~~three~~ full fiscal year or (B) the sum of \$ 64,795 , the Tenant agrees that it will forthwith pay to the Landlord, as additional rent due hereunder, (1) a sum equivalent to the amount obtained by multiplying such increase by a fraction the numerator of which shall be the ^{ground} ~~total~~ floor area of ~~the building on~~ the demised premises and the denominator of which shall be the larger of (a) 269,280 square feet or (b) the total floor area of all the buildings on said Entire Premises, including the building on the demised premises ^{or of which the demised premises are a part} and excluding buildings not included in the assessment upon which such real property taxes allocable to said ^{first} ~~three~~ full fiscal year was based and also excluding enclosed malls and other Common Facilities, or (2) the sum of \$64,795 whichever is less. If during any full fiscal year of the term of this lease, after the expiration of the ^{first} ~~three~~ full fiscal year of said term, the amount of the real property taxes paid by the Landlord and allocable to such fiscal year decreases below the amount specified in (B) above, the Tenant shall be entitled to a credit in a sum equivalent to the amount obtained by multiplying such decrease by the same fraction referred to above, said credit to be applied fully against rent, if any, payable under Art. 5A hereof with any balance thereof remaining to be applied

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against all minimum rent due and payable under Art. 5 hereof subsequent to the giving by Tenant to Landlord of its statement of sales provided in Art. 5A hereof.

W The Landlord agrees to mail or deliver to the Tenant, on or before January 31 in each fiscal year, a statement sworn to by one of its accountants showing the amount of real property taxes on the Entire Premises paid by Landlord and allocable to such fiscal year and, in fiscal years where applicable, computation of the increase or decrease in said taxes and the adjustment to be paid by Tenant or credit to Tenant, computed in the manner hereinabove provided. At the request of the Tenant, the Landlord will furnish the Tenant with proof satisfactory to the Tenant that the real property taxes and floor areas shown on said statement are accurate and if any overpayment has been made by the Tenant, or if the Landlord shall receive from the taxing authority a refund of any part of such taxes, the Landlord agrees that it will forthwith repay to the Tenant any such overpayment or the Tenant's proportionate share of any such refund.

O The term "floor area" for the purposes of this Article shall not include double decking of any stockroom area .

O The Landlord agrees that at the written request of Tenants occupying 50% or more of the total floor area of all buildings on the Entire Premises, Landlord will contest the amount or legality of the real property taxes on said Entire Premises and make application for the reduction thereof or of any assessment upon which the same may be based and shall prosecute such contest or application with due diligence until the same shall have been finally determined.

L It is understood and agreed that the real property taxes to which reference is herein made shall in no event include estate, inheritance, succession, transfer, gift, franchise, capital income or profit taxes, or any taxes of a similar nature, nor shall said taxes include any penalties or interest resulting from delinquent payment of real property taxes or any levies for public improvements, assessments or special assessments, but shall be strictly limited to taxes now generally known as real property taxes.

W ~~Notwithstanding the foregoing provisions of this Article, the Tenant shall not be liable for the payment of any sums resulting from any increase in real property taxes, unless all other Tenants in said Entire Premises also are required by the terms of their leases to bear a reasonable comparable share of such increases in real property taxes during the various terms of their leases.~~

EXCULPATION CLAUSE

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Art. 39. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described in Schedule "A" hereof as "Entire Premises", and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such trustee and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LASALLE NATIONAL BANK or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed and affixed their respective seals to this lease on the day and year first above written.

In the Presence of:

LA SALLE NATIONAL BANK, TRUSTEE
 4/15 52847
 President (Seal)
 Assistant Vice President
 Secretary (Seal)
 (Seal)
 (Seal)
 LANDLORD

F. W. WOOLWORTH CO.

By H. E. Sells
 Vice President

ATTEST:

J. D. Delafuente
 Ass't. Secretary
 TENANT

ACKNOWLEDGMENTS

(Use form customary in State where Property is situated.)

Tenant

STATE OF NEW YORK }
 COUNTY OF NEW YORK } ss.:

I, Kevin G. Fox, a Notary Public, duly appointed and commissioned, do hereby certify that on the 20th day of July, 1978, H. E. SELLS, Vice President, and J. D. DELAFUENTE, Ass't Secretary, of F. W. WOOLWORTH CO. a New York corporation, personally appeared before me and being first duly sworn by me, severally acknowledged that they signed the foregoing instrument in the respective capacities therein set forth as the voluntary act and deed of said corporation, and as their voluntary act and deed as officers thereof, for the uses and purposes therein set forth, and declared that the statements therein contained are true.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year before written.

KEVIN G. FOX
 Notary Public, State of New York
 No. 24-4644085
 Qualified in Kings County
 Certificate filed in New York County
 Commission Expires March 30, 1979

Kevin G. Fox
 Notary Public

(SEAL)

My Commission Expires: _____

Landlord

STATE OF Illinois)
 COUNTY OF Cook) ss.:

I, CHERYL LARKIN, a Notary Public, duly appointed and commissioned, do hereby certify that on the 2th day of December, 1977, JAMES A. CLARK, President, and H. KECEL, Secretary, of LA SALLE NATIONAL BANK, TRUSTEE a corporation, personally appeared before me and being first duly sworn by me, severally acknowledged that they signed the foregoing instrument in the respective capacities therein set forth as the voluntary act and deed of said corporation, and as their voluntary act and deed as officers thereof, for the uses and purposes therein set forth, and declared that the statements therein contained are true.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year before written.

Cheryl Larkin
 Notary Public

(SEAL)

My Commission Expires: 11-9-81

SCHEDULE "A"—PROPERTY DESCRIPTION

ATTACHED TO and made a part of Lease (Long....Form) dated November 11, 1977.....
by and between LA SALLE NATIONAL BANK, TRUSTEE

as Landlord, and F. W. WOOLWORTH CO., as Tenant.

DEMISED PREMISES

The Demised Premises consists of three areas (with land thereunder) as follows: (a) one building area containing approximately 91.032 square feet of the 1st floor of a two-story building and identified as Woolco Department Store on the drawing attached hereto and made a part hereof; (b) a building area containing approximately 3,675 square feet of ground floor area and identified as Woolco T.B.A. on said drawing and (c) an area measuring approximately 45 feet by 85 feet and identified as Garden Center Demised Premises on said drawing.

ENTIRE PREMISES

The Entire Premises consist of all that certain lot, piece or parcel of land together with the improvements thereon, said land being located in the State of Illinois, County of Cook and known as being part of the Northwest Quarter of Section 4, Township 37 North, Range 13 East of the third principal Meridian being more particularly described as follows:

Beginning at the point of intersection of the north line of West 89th Street and the west line of South Cicero Avenue;

Thence North along the west line of South Cicero Avenue a distance of 485 feet to a point;

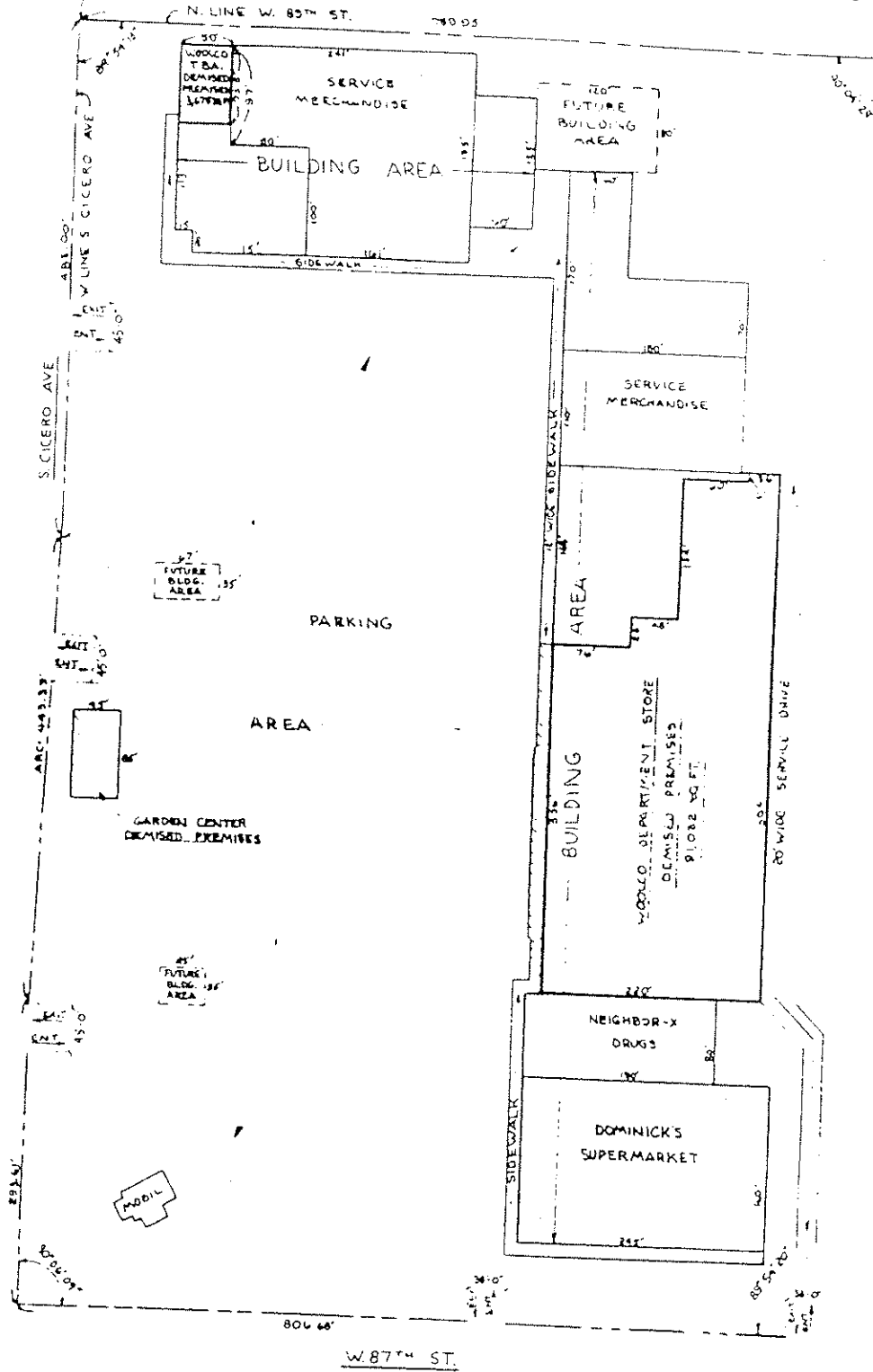
Thence running along the arc of a radius of 5,799.65 feet bearing to the right and along the west line of South Cicero Avenue a distance of 443.39 feet to a point;

Thence North along said west line of South Cicero Avenue, a distance of 293.61 feet to a point;

Thence West a distance of 806.68 feet to a point;

Thence turning in an angle of 89° 54' 20" from the above mentioned 806.68 foot line and running in a southerly direction a distance of 1221.89 feet to a point on the north line of West 89th Street;

Thence East along the north line of West 89th Street 789.95 feet to the point of beginning.



DRAWING ATTACHED TO LEASE DATED NOVEMBER 11, 1977
BY AND BETWEEN LASALLE NATIONAL BANK AS
TRUSTEE UNDER TRUST # 52842 AS LANDLORD
AND F.W. WOOLWORTH CO. AS TENANT.

SCALE: 1"=100'-0"



#6347

Case 1:19-cv-01001 Document 1-1 Filed 07/25/19 Page 1 of 1

(List all liens, mortgages, restrictions, etc. presently affecting the property—giving recording date, liber and page.)

Mortgages

SEE ATTACHED

Other Liens and Encumbrances

SEE ATTACHED

Restrictions by Deed, Lease, Etc.

(Text to be quoted) Lease dated September 17, 1964, Recorded November 3, 1965 as Document 19637690 between Arlen Operating Company and Socony Mobile Oil Company, Inc.

"14. Lessor covenants that during the term of this lease and any renewal or extension thereof no real property located within one thousand (1,000) feet of the premises and either now or subsequently, directly or indirectly owned, leased or controlled by Lessor shall be developed or used, in whole or in part, for the retail sale of automotive fuel and lubricants, provided, however, that this provision shall not apply to the premises or to uses, by Korvette, or Licensees of Korvette permitted in the building presently leased to Korvette pursuant to the present lease by and between Korvette and Lessor. This covenant shall be deemed and construed as a covenant running with the land for the term of this lease, and any renewal or extension thereof, in favor of Lessee, its successors or assigns. Any deed or other instrument delivered to Lessee in accordance with the provisions of paragraph 7 or paragraph 8 hereof or otherwise shall contain a similar covenant in form satisfactory to Lessee, including a provision that the covenant shall remain in effect until the date upon which the term of this lease including all renewal options would have expired had it continued in effect and all renewal options been exercised, and shall be accompanied by a separate declaration in recordable form sufficient to constitute notice of said covenant to persons subsequently acquiring interests in real property affected thereby. Any deed or other instrument delivered to any other person granting or conveying an interest in said real property or any part thereof shall contain a restriction so restricting the use of said property for the same period."

SCHEDULE "C"
ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, _____ a corporation of the State of _____ having its principal office and place of business in the City of _____ and State of _____, hereinafter sometimes referred to as "OWNER", is the present owner in fee simple of the property briefly described as:

AND WHEREAS, _____ a corporation of the State of _____ having its principal office in the City of _____ hereinafter sometimes referred to as _____ is about to become the owner and holder of a first mortgage executed by OWNER, covering the said property, which mortgage secures a note in the principal sum of _____ Dollars, and

WHEREAS, a considerable portion (or all) of said mortgaged premises has been demised to F. W. Woolworth Co., a corporation of the State of New York, under lease dated _____, hereinafter referred to as the "Lease", and

WHEREAS, _____ as a condition to making the aforesaid mortgage loan, has required an assignment of the said Lease as additional security for said mortgage loan,

NOW, THEREFORE, THESE PRESENTS WITNESS, that in consideration of the foregoing and of the sum of One Dollar (\$1.00) paid by _____ to OWNER, the receipt whereof is hereby acknowledged by OWNER, the said OWNER hereby assigns, transfers and sets over unto the said Lease, as additional security; and for the consideration aforesaid, the OWNER hereby covenants and agrees to and with _____ that it will not, without the written consent of

(a) Cancel said lease or accept a surrender thereof unless the owner and said F. W. Woolworth Co. shall execute a new lease which shall go into effect prior to or simultaneously with said cancellation and surrender, said new lease to provide for a rental not less than the rent payable under the cancelled lease and which shall not diminish the tenant's obligation to pay taxes and insurance to the extent that such obligations may exist under the cancelled lease, and which new lease shall run to a date which shall not be prior to the expiration of the said cancelled lease. Owner covenants and agrees to assign said new lease to _____ in the same form and manner as he assigned the said cancelled lease.

(b) Reduce the rent.

(c) Modify the said lease, either orally or in writing, so as to decrease the term of the lease; reduce the rent or diminish the obligation of the tenant with regard to the payment of taxes and insurance.

(d) Consent to an assignment of the Lessee's interest in said lease which will relieve the tenant of liability for the payment of rent and the performance of the terms and conditions of the lease. and any of the above acts, if done without the written consent of _____ shall be null and void. The OWNER shall have the right, regardless of this assignment, to modify said lease or take any other action with respect thereto which does not violate the specific provisions of subparagraphs (a), (b), (c) and (d) hereof.

_____, by acceptance of this assignment, covenants and agrees to and with OWNER that, until a default shall occur by OWNER in the performance of the covenants or in the making of the payments provided for in said mortgage or note, the said OWNER may receive, collect and enjoy the rents, issues and profits accruing to it under said Lease; but it is covenanted and agreed by OWNER, for the consideration aforesaid, that, upon the happening of any default in performance of the covenants or in the making of the payments provided for in the said mortgage or note, _____ may, at its option, receive and collect all the said rents, issues and profits. The OWNER, in the event of default in any of the payments or in performance of any of the terms, covenants or conditions of the aforesaid mortgage or note, hereby authorizes the _____ at its option to enter upon the said mortgaged premises by its officers, agents or employees for the collection of the rents and for the operation and maintenance of said mortgaged premises, the OWNER hereby authorizing the _____ in general to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same extent that the owner might reasonably so act. The _____ shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within assignment and from the mortgaged premises, to any amounts due the _____ from the OWNER under the terms and provisions of the aforesaid note and mortgage. The manner of the application of such net income and the item which shall be credited shall be within the sole discretion of the _____

The OWNER hereby covenants and warrants to the _____ that it has not executed any prior assignment of said Lease or rentals, nor has the OWNER performed any acts or executed any other instrument which might prevent the _____ from operating under any of the terms and conditions of this Assignment, or which would limit the _____ in such operation; and OWNER further covenants and warrants to _____ that it has not executed or granted any modification whatever of said Lease, either orally or in writing, and that the said Lease is in full force and effect according to its original terms, and that there are no defaults now existing under the said Lease.

All the covenants and agreements hereinabove contained on the part of either party shall apply to and bind their heirs, executors or administrators, successors or assigns.

IN WITNESS WHEREOF, the OWNER has executed this Assignment by its officers thereunto duly authorized, and has affixed its corporate seal, on this _____ day of _____ 19 _____

ATTEST:

By _____

President.

(19)

Schedule "C"

TITLE EXCEPTIONS

1. RESERVATION IN FAVOR OF THE VILLAGE OF OAK LAWN, ITS SUCCESSORS AND ASSIGNS (INCLUDING COMMONWEALTH EDISON COMPANY, AND ILLINOIS BELL TELEPHONE COMPANY) CONTAINED IN THE ORDINANCE RECORDED AUGUST 8, 1962 AS DOCUMENT 18557100 IN THE PREMISES DESCRIBED AS FOLLOWS:

THE ENTIRE 16 FOOT WIDTH OF THE NORTH-SOUTH ALLEY IN BLOCK 3; AND THE ENTIRE 16 FOOT WIDTH OF THE NORTH-SOUTH ALLEY IN BLOCK 4; TOGETHER WITH THAT PART OF VACATED 30TH STREET LYING EAST OF A LINE BEGINNING AT THE NORTHEAST CORNER OF LOT 46 IN BLOCK 3; AND EXTENDING NORTH TO THE SOUTHEAST CORNER OF LOT 20 IN BLOCK 4, AND WEST OF A LINE BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN BLOCK 3 AND EXTENDING NORTH TO THE SOUTHWEST CORNER OF LOT 29 IN BLOCK 4; TOGETHER WITH THAT PART OF THE VACATED 16 FOOT EAST-WEST ALLEY IN BLOCK 4, BEGINNING AT A POINT IN THE NORTHEAST CORNER OF LOT 47 IN BLOCK 4, EXTENDING NORTH A DISTANCE OF 16 FEET TO THE NORTH LINE OF THE HERETOFORE DESCRIBED EAST-WEST ALLEY, THENCE EAST ALONG THE SAID NORTH LINE A DISTANCE OF 16 FEET, THENCE SOUTH TO THE NORTHWEST CORNER OF LOT 12 IN BLOCK 4, THENCE WEST TO THE POINT OF BEGINNING, ALL IN MADHAMS SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, 37, 13;

OF THE RIGHT TO CONSTRUCT, ERECT, OPERATE AND MAINTAIN A LINE OR LINES FOR THE PURPOSE OF TRANSMITTING ELECTRIC OR OTHER POWER, AND A TELEGRAPH OR TELEPHONE LINE OR LINES AND WATER MAINS AND SEWERS AND STORM WATER DRAINAGE PURPOSES, IN, ON, ALONG, OVER, THROUGH, ACROSS OR UNDER THE AFORESAID LEGALLY DESCRIBED LAND TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND OVER SAID ABOVE DESCRIBED PREMISES, FOR THE PURPOSE OF PATROLLING THE LINES, MAINS, SEWERS, STORM WATER DRAINAGE, OR REPAIRING, RENEWING OR ADDING TO SAME, AND FOR DOING ANYTHING NECESSARY OR USEFUL OR CONVENIENT FOR THE ENJOYMENT OF THIS RIGHT; ALSO THE PRIVILEGE, OF REMOVING AT ANY TIME ANY OR ALL OF SAID IMPROVEMENTS, ERECTED UPON, OVER, UNDER OR ON SAID LANDS.

2. EASEMENT OVER THE WEST 16.28 FEET (AS MEASURED ON THE NORTH LINE) AND THE WEST 16.33 FEET (AS MEASURED ON THE SOUTH LINE) OF LOT A IN ARLEN'S SUBDIVISION AFORESAID FOR THE PURPOSE OF INSTALLING AND MAINTAINING ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE SUBDIVISION AND OTHER PROPERTY WITH TELEPHONE, ELECTRIC AND GAS SERVICE, TOGETHER WITH RIGHT TO OVERHANG AERIAL SERVICE WIRES OVER ANY PART OF THE LAND AND ALSO WITH RIGHT OF ACCESS THERETO, AS GRANTED TO THE ILLINOIS BELL TELEPHONE COMPANY, THE COMMONWEALTH EDISON COMPANY AND THE NORTHERN ILLINOIS GAS COMPANY AND AS SHOWN ON PLAT OF SAID SUBDIVISION RECORDED JANUARY 10, 1963 AS DOCUMENT 18694027.
3. Utility easement as shown on the plat of Arlen's Subdivision aforesaid recorded January 10, 1963 as Document 18694027 over and upon the West 16.28 feet (as measured on the North Line) and the West 16.33 feet (as measured on the South Line) of Lot A in Arlen's Subdivision aforesaid.

4. EASEMENT FOR HIGHWAY PURPOSES CREATED BY GRANT FROM ARLEN OPERATING COMPANY, A NEW YORK PARTNERSHIP, TO THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS OF THE STATE OF ILLINOIS DATED APRIL 22, 1963 AND RECORDED MAY 20, 1963 AS DOCUMENT 18801929 UPON, OVER AND UNDER THE PREMISES DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 4, 37, 12, EAST ETC. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF CICERO AVENUE, BEING 33 FEET WEST OF THE EAST LINE OF SAID NORTHEAST QUARTER, SAID POINT BEING 237 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH ALONG SAID LINE, 45 FEET; THENCE WEST PARALLEL WITH THE SAID NORTH LINE OF NORTHEAST QUARTER 16 FEET; THENCE NORTH PARALLEL WITH THE SAID EAST LINE OF NORTHEAST QUARTER 9 FEET; THENCE NORTHEASTERLY TO A POINT WHICH IS 37 FEET WEST OF SAID EAST LINE AND 264 FEET SOUTH OF SAID NORTH LINE OF AFORESAID NORTHEAST QUARTER; THENCE NORTHEASTERLY TO THE POINT OF BEGINNING.

ALSO

5. A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 4, 37, 13 EAST ETC. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF CICERO AVENUE, BEING 33 FEET WEST OF THE EAST LINE OF SAID NORTHEAST QUARTER, SAID POINT BEING 333 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH ALONG SAID LINE 5.61 FEET TO A BEND IN SAID WEST LINE OF CICERO AVENUE; THENCE SOUTHWESTERLY ALONG A CURVED WESTERLY LINE OF SAID STREET, CONVEX TO THE WEST, HAVING A RADIUS OF 5799.65 FEET, A DISTANCE OF 140 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER 1.0 FEET; THENCE NORTHWESTERLY TO A POINT WHICH IS 46 FEET WEST OF THE EAST LINE AND 358 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTHWESTERLY TO A POINT WHICH IS 56 FEET WEST OF THE EAST LINE AND 346 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, 8 FEET; THENCE EAST PARALLEL WITH THE SAID NORTH LINE OF NORTHEAST QUARTER, 23 FEET TO THE POINT OF BEGINNING.

ALSO

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 4, 37, 13 EAST ETC. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF CICERO AVENUE, BEING 50 FEET WEST OF THE EAST LINE OF SAID NORTHEAST QUARTER, SAID POINT BEING 346 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH ALONG SAID LINE 20 FEET; THENCE WEST PARALLEL WITH THE SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, 3 FEET; THENCE SOUTHWESTERLY TO A POINT WHICH IS 65 FEET WEST OF THE EAST LINE AND 354 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH PARALLEL WITH THE SAID EAST LINE OF THE NORTHEAST QUARTER, 8 FEET; THENCE EAST PARALLEL WITH THE SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, 15 FEET TO THE POINT OF BEGINNING.

ALSO

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 4, 37, 13 EAST ETC. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF CICERO AVENUE, BEING 50 FEET WEST OF THE EAST LINE OF SAID NORTHEAST QUARTER, SAID POINT BEING 155 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH ALONG SAID LINE, 140 FEET; THENCE WEST PARALLEL WITH THE SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, 25 FEET; THENCE SOUTH PARALLEL WITH THE SAID EAST LINE OF THE NORTHEAST QUARTER 3 FEET; THENCE SOUTHEASTERLY TO A POINT WHICH IS 64 FEET WEST OF THE SAID EAST LINE AND 201 FEET NORTH OF THE SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTHEASTERLY TO A POINT 53 FEET WEST OF THE SAID EAST LINE AND 155 FEET NORTH OF THE SAID SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE EAST 3 FEET TO THE POINT OF BEGINNING.

5. LEASE DATED OCTOBER 1, 1964 AS DISCLOSED BY ASSIGNMENT OF SAID LEASE DATED DECEMBER 7, 1964 AND RECORDED MARCH 5, 1965 AS DOCUMENT 19398747 FROM ARLEN OPERATING COMPANY, A NEW YORK PARTNERSHIP, AS LESSOR, AND MOHL SHOE COMPANY (REGAL SHOE SHOPS DIVISION), A MISSOURI CORPORATION AS LESSEE, DEMISING AND LEASING THAT PART OF THE LAND IDENTIFIED AND DELINEATED AS REGAL UPON THE PLOT PLAN ANNEXED TO SAID LEASE AND MARKED EXHIBIT A FOR A TERM OF 15 YEARS ENDING DECEMBER 31, 1979, AND ALL RIGHTS THEREUNDER AND ALL ACTS DONE OR SUFFERED THEREUNDER BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
6. UNRECORDED LEASE DATED FEBRUARY 5, 1965 MADE BY ARLEN OPERATING COMPANY, A PARTNERSHIP, TO JOSEPH FUSCO DEMISING AND LEASING FOR A SHORT TERM AS THEREIN SET FORTH AND FOR A FULL TERM OF 5 YEARS COMMENCING ON JANUARY FIRST NEXT FOLLOWING THE EXPIRATION OF THE SHORT TERM A PART OF THE LAND DESIGNATED BARBER UPON THE PLOT PLAN ATTACHED TO SAID LEASE AND ALL RIGHTS THEREUNDER OF AND ALL ACTS DONE OR SUFFERED THEREUNDER BY SAID LESSEE OR ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
7. UNRECORDED SUB-LEASE FROM E. J. KORVETTE, INC. TO DOMINICK'S FOOD STORES AND ALL RIGHTS THEREUNDER OF AND ALL ACTS DONE OR SUFFERED THEREUNDER BY SAID LESSEE AND ALL PARTIES CLAIMING BY, THROUGH OR UNDER SAID LESSEE.
8. COVENANT CONTAINED IN PARAGRAPH 14 OF LEASE DATED SEPTEMBER 17, 1964 (A MEMORANDUM OF WHICH LEASE WAS RECORDED NOVEMBER 3, 1965 AS DOCUMENT 19637690) FROM ARLEN OPERATING COMPANY TO SOCONY MOBIL OIL COMPANY, INC. THAT DURING THE TERM OF SAID LEASE AND ANY RENEWAL OR EXTENSION THEREOF NO REAL PROPERTY LOCATED WITHIN 1,000 FEET OF THE LEASED PREMISES AND OWNED OR CONTROLLED BY THE LESSOR SHALL BE DEVELOPED OR USED, IN WHOLE OR IN PART, OR THE RETAIL SALE OF AUTOMOTIVE FUEL AND LUBRICANTS, PROVIDED THAT THIS PROVISION SHALL NOT APPLY TO USES BY KORVETTE OR LICENSEES OF KORVETTE PERMITTED IN THE BUILDING PRESENTLY LEASED TO KORVETTE.
9. LEASE MADE BY ARLEN OPERATING COMPANY, A PARTNERSHIP OF NEW YORK, CONSISTING OF ARTHUR G. COHEN AND ARTHUR LEVEN TO SOCONY MOBIL OIL COMPANY INC., A CORPORATION NY, DATED SEPTEMBER 17, 1964 AS DISCLOSED BY NOTICE OF LEASE DATED SEPTEMBER 16, 1965 AND RECORDED NOVEMBER 3, 1965 AS DOCUMENT 19637690 DEMISING AND LEASING THE LAND FOR THE TERM OF 20 YEARS BEGINNING AS PROVIDED THEREIN AND ALL RIGHTS THEREUNDER OF AND ALL ACTS DONE OR SUFFERED THEREUNDER BY SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID LESSEE.

NOTE: SAID LEASE CONTAINS AN OPTION TO EXTEND THE TERM THEREOF.

NOTE: SAID LEASE MODIFIED BY DOCUMENT 19850061.

NON DISTURBANCE AGREEMENT DATED OCTOBER 8, 1965 AND RECORDED APRIL 1, 1966 AS DOCUMENT 19794675 EXECUTED BY CONY GENERAL LIFE INSURANCE COMPANY, OAKLAWN STATIONS INC. AND SOCONY MOBIL OIL COMPANY INC.

10. ENCROACHMENT AS SHOWN BY SURVEY NO. 24267 DATED JUNE 10, 1969 BY NATIONAL SURVEY SERVICE, INC., REVISED AUGUST 11, 1969 AS NO. 94427 OF CONCRETE WALKS IN STREETS ADJOINING THE LAND OVER AND ONTO PROPERTY ALONG EAST AND SOUTH LINES AND OF CONCRETE AREA MAINLY ON THE LAND OVER NORTH LINE OF THE LAND.
11. UNRECORDED SUBLEASE DATED MAY 12, 1975 MADE BY AND BETWEEN KORVETTE'S, INC. AND NEIGHBOR X DRUG AND DISCOUNT CENTERS, LTD. AS DISCLOSED BY NON-DISTURBANCE AGREEMENT RECORDED JULY 20, 1977 AS DOCUMENT 24021216.
12. NON-DISTURBANCE AGREEMENT DATED APRIL 27, 1976 AND RECORDED JULY 20, 1977 AS DOCUMENT 24021216 MADE BY AND BETWEEN THE MORTGAGE TRUST OF AMERICA, NEIGHBOR X DRUG AND DISCOUNT CENTERS, LTD. AND DOMINICK'S FINE FODDS, INC. RELATING TO UNRECORDED SUBLEASE DATED MAY 12, 1975.
13. AGREEMENT DATED APRIL 6, 1976 AND RECORDED JULY 20, 1977 AS DOCUMENT 24021217 MADE BY AND BETWEEN ARLEN MANAGEMENT

(See next page for Items beginning with No. 14)

NONE OF THE FOREGOING AFFECT THE TENANT'S RIGHTS UNDER THE LEASE EXCEPT ITEMS 9 BEING THE REFERENCE TO THE MOBIL OIL CO., INC. LEASE AND ITEM 8 BEING THE RESTRICTION REFERENCE CONTAINED IN PARAGRAPH 14 OF THE SAID LEASE, WHICH WILL BE MODIFIED BY LETTER FROM MOBIL OIL CO., INC. TO PERMIT WOOLCO'S SALE OF LUBRICANTS.

14. MORTGAGE DATED APRIL 13, 1977 AND RECORDED JUNE 6, 1977 AS DOCUMENT 23954409 MADE BY KOR REALTY ILLINOIS CORPORATION AS AGENT AND NOMINEE FOR ARLEN REALTY, INCORPORATED, TO LEVTRUST FINANCIAL CORPORATION, CORPORATION OF DELAWARE, TO SECURE A NOTE FOR \$4,000,000.00. ASSIGNED TO CITIBANK, N.A., NATIONAL BANKING ASSOCIATION BY ASSIGNMENT ATTACHED TO AND RECORDED SIMULTANEOUSLY WITH SAID MORTGAGE.
15. MORTGAGE DATED MAY 1, 1963 AND RECORDED ON MAY 28, 1963 AS DOCUMENT 18809552 AND AMENDED BY SUPPLEMENTAL MORTGAGE AGREEMENT DATED DECEMBER 7, 1964 AND RECORDED MARCH 15, 1965 AS DOCUMENT 19406988 MADE BY LASALLE NATIONAL BANK TRUST NO. 31048 TO CONNECTICUT GENERAL LIFE INSURANCE COMPANY TO SECURE A NOTE FOR \$4,000,000.00.
16. MORTGAGE DATED DECEMBER 7, 1964 AND RECORDED MARCH 5, 1965 AS DOCUMENT 19398744 MADE BY KINGSBRIDGE PROPERTIES, INC., TO CONNECTICUT LIFE INSURANCE COMPANY TO SECURE A NOTE FOR \$950,000.00.
17. MORTGAGE DATED FEBRUARY 14, 1973 AND RECORDED MARCH 13, 1973 AS DOCUMENT 22248917 MADE BY KOR REALTY ILLINOIS CORP., CORPORATION OF ILLINOIS TO ADVANCE MORTGAGE CORPORATION TO SECURE A NOTE FOR \$2,200,000.00.
SAID MORTGAGE ASSIGNED TO FIRST NATIONAL CITY BANK BY DOCUMENT 23243235 RECORDED OCTOBER 3, 1975 AND ASSIGNED TO MORTGAGE TRUST OF AMERICA, A CALIFORNIA TRUST BY DOCUMENT 23243236.
18. MORTGAGE DATED JUNE 2, 1975 AND RECORDED JULY 17, 1975 AS DOCUMENT 23153519 MADE BY ARLEN REALTY AND DEVELOPMENT CORPORATION, CORPORATION OF NEW YORK TO MASTAN COMPANY INCORPORATED, CORPORATION OF DELAWARE TO SECURE A NOTE FOR \$2,435,000.00.
19. THE MORTGAGE RECORDED AS DOCUMENT 18809552 CONTAINS A PROVISION WHEREBY THE MORTGAGOR AGREES THAT ANY LEASES EXTENDED DURING THE TERM OF THE MORTGAGE SHALL BE SUBMITTED TO THE MORTGAGEE FOR APPROVAL.
20. ASSIGNMENT OF RENTS DATED MAY 1, 1963 AND RECORDED MAY 28, 1963 AS DOCUMENT 18809553 MADE BY LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 31048 TO CONNECTICUT GENERAL LIFE INSURANCE COMPANY, A CORPORATION CONNECTICUT.
21. ASSIGNMENT DATED MAY 1, 1963 AND RECORDED MAY 28, 1963 AS THE DOCUMENTS SHOWN BELOW MADE BY LASALLE NATIONAL BANK TRUST NO. 31048 TO CONNECTICUT GENERAL LIFE INSURANCE COMPANY OF ALL INTEREST IN THE LEASES NOTED BELOW AS ADDITIONAL SECURITY TO THE MORTGAGE RECORDED AS DOCUMENT 18809552:
 (A) ASSIGNMENT DOCUMENT NO. 18809555 AS TO LEASE DOCUMENT 18776550
 (B) ASSIGNMENT DOCUMENT NO. 18809554 AS TO LEASE DOCUMENT 18776551
 (C) ASSIGNMENT DOCUMENT NO. 18809556 AS TO LEASE DOCUMENT 18669195.

22. ASSIGNMENT DATED OCTOBER 8, 1963 AND RECORDED DECEMBER 19, 1963 AS DOCUMENT 19003871, MADE BY ARLEN OPERATING COMPANY, A NEW YORK PARTNERSHIP TO CONNECTICUT GENERAL LIFE INSURANCE COMPANY, OF ALL INTEREST IN THE LEASE RECORDED AS DOCUMENT NO. 18776550 GIVEN AS ADDITIONAL SECURITY TO MORTGAGE RECORDED AS DOCUMENT 18809552.
23. ASSIGNMENT DATED MAY 2, 1963 AND RECORDED AUGUST 12, 1963 AS DOCUMENT 18881262 MADE BY LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 31048 TO ARLEN OPERATING COMPANY, A NEW YORK PARTNERSHIP, OF ALL INTEREST IN THE LEASES RECORDED AS DOCUMENTS 18776550, 18776551 AND 18669195.
24. ASSIGNMENT OF RENTS BY KINGSBRIDGE PROPERTIES INC., TO CONNECTICUT GENERAL LIFE INSURANCE COMPANY AND RECORDED AS DOCUMENT 19398745.
25. ASSIGNMENT DATED DECEMBER 7, 1964 AND RECORDED MARCH 5, 1965 AS THE DOCUMENTS SHOWN BELOW MADE BY KINGSBRIDGE PROPERTIES, INC. TO CONNECTICUT GENERAL LIFE INSURANCE COMPANY OF ALL INTEREST IN THE LEASES NOTED BELOW AS ADDITIONAL SECURITY TO THE MORTGAGE RECORDED AS DOCUMENT 19398744:
 - (A) ASSIGNMENT DOCUMENT NO. 19398746 AS TO LEASE DOCUMENT NO. 18776550
 - (B) ASSIGNMENT DOCUMENT NO. 19398748 AS TO LEASE DOCUMENT NO. 18669195
 - (C) ASSIGNMENT DOCUMENT NO. 19398749 AS TO LEASE DOCUMENT NO. 18776551
 - (D) ASSIGNMENT DOCUMENT NO. 19398750 AS TO LEASE DOCUMENT NO. 19071074.
26. ASSIGNMENT MADE BY ARLEN OPERATING COMPANY, A NEW YORK PARTNERSHIP, TO CONNECTICUT GENERAL LIFE INSURANCE COMPANY, CORPORATION CONNECTICUT, DATED FEBRUARY 4, 1969 AND RECORDED APRIL 21, 1969 AS DOCUMENT 20815922 OF ALL RIGHTS AND INTEREST IN AN UNRECORDED LEASE DATED SEPTEMBER 11, 1969 TO GLEN MFG. INC., CORPORATION WISCONSIN.
27. BY INSTRUMENT RECORDED APRIL 21, 1969 AS DOCUMENT 20815923 THE MORTGAGES RECORDED AS DOCUMENTS 18809552 AND 19398744 WERE PURPORTED TO HAVE BEEN SUBORDINATED TO A CERTAIN LEASE DATED SEPTEMBER 11, 1969 FROM ARLEN OPERATING COMPANY, A NEW YORK PARTNERSHIP, TO MARY LESTER FABRICS.
28. SECURITY INTERES OF ADVANCE MORTGAGE CORPORATION, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT EXECUTED BY KOR REALTY ILLINOIS ORPDATION, DERTOR, AND FILED ON MARCH 27, 1973-A 75U16422. ASSIGNED TO FIRST NATIONAL CITY BANK BY DOCUMENT 75U46737 RECORDED OCTOBER 14, 1975 AND ASSIGNED TO MORTGAGE TRUST OF AMERICA BY 75U46608.
29. BY INSTRUMENT RECORDED JUNE 6, 1973 AS DOCUMENT 22351688 THE LEASE, A MEMORANDUM OF WHICH WAS RECORDED AS DOCUMENT 22234050 WAS SUBORDINATED TO THE MORTGAGE RECORDED AS DOCUMENT 22248917.

30. MORTGAGE DATED DECEMBER 1, 1972 AND RECORDED FEBRUARY 27, 1973 AS DOCUMENT 22234059 MADE BY LAWN ASSOCIATES, AN ILLINOIS LTD. PARTNERSHIP, TO ARLEN REALTY & DEVELOPMENT CORPORATION, A NEW YORK CORPORATION IN THE AMOUNT OF \$7,230,000.00. ASSIGNMENT TO THE HASTAN COMPANY, INCORPORATED BY DOCUMENT RECORDED JULY 17, 1975 AS 23153510. (AFFECTS INTEREST OF LAWN ASSOCIATES IN LEASEHOLD AND BUILDINGS ON PREMISES IN QUESTION).
31. TERMS, CONDITIONS, AND PROVISIONS OF THOSE CERTAIN AGREEMENTS BETWEEN LEVTRUST FINANCIAL CORPORATION, A DELAWARE CORPORATION, AND CITIBANK, N.A., A NATIONAL BANKING ASSOCIATION, DATED DECEMBER 21, 1976, DECEMBER 30, 1976 FEBRUARY 4, 1977 AND APRIL 3, 1977 AS DISCLOSED BY ASSIGNMENT ATTACHED TO AND RECORDED SIMULTANEOUSLY WITH MORTGAGE RECORDED JUNE 6, 1977 AS DOCUMENT 23954409.
32. BY INSTRUMENT RECORDED JUNE 6, 1973 AS DOCUMENT 22351463 THE MORTGAGE RECORDED AS DOCUMENT 22234059 WAS SUBORDINATED TO THE MORTGAGE RECORDED AS DOCUMENT 22246917.

It is to be noted that upon the closing, all of the foregoing mortgage and lien interests may be released in connection with a new mortgage to be executed at the direction of the trust beneficiaries.

Northern District of Illinois Claims Register

[18-30056 OL Enterprises LLC](#)

Honorable Judge: Jacqueline P. Cox

Chapter: 11

Office: Eastern Division

Last Date to file claims:

Trustee:

Last Date to file (Govt):

Creditor: (27438062)
Robin Realty Mgement Comp
Agents
Beneficiaries of Chicago Trust
Comp
Ordower & Ordower PC
25 E Washington St Ste 1400
Chicago, IL 60602

Claim No: 26
Original Filed
Date: 01/10/2019
Original Entered
Date: 01/11/2019

Status:
Filed by: CR
Entered by: Nilsa Molina
Modified:

Amount claimed: \$773772.00

History:

[Details](#) [26-1](#) 01/10/2019 Claim #26 filed by Robin Realty Mgement Comp Agents, Amount claimed: \$773772.00 (Molina, Nilsa)

Description:

Remarks:

Claims Register Summary

Case Name: OL Enterprises LLC

Case Number: 18-30056

Chapter: 11

Date Filed: 10/25/2018

Total Number Of Claims: 1

Total Amount Claimed*	\$773772.00
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		