

Premises, Landlord may, in lieu of granting such consent or reasonably withholding the same, require that Tenant cause the proposed assignee or sublessee to enter into a direct lease with Landlord on the proposed terms of the assignment or sublease. Effective on the effective date of said direct lease with the proposed assignee or sublessee, this Lease shall terminate as to that portion of the Premises which is the subject of such direct lease. If as a consequence thereof, this Lease terminates only as to a part of the Premises, the Annual Base Rent and the Breakpoint for the remaining Operating Years or portions thereof shall be adjusted based upon the square footage of the part subleased. If this Lease is assigned, or if the Premises or any part thereof are sublet or occupied by anyone other than Tenant, Landlord may collect any and all rent and other charges from the assignee, subtenant or occupant and apply the net amount collected to the rent and other charges due hereunder, but no such collection shall be deemed a waiver of the covenant herein against assignment and subletting, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the complete performance by Tenant of the terms, covenants and conditions of this Lease. Notwithstanding anything contained in this Lease to the contrary, Tenant may assign this Lease or sublet the Premises, without Landlord's prior written consent, but after giving Landlord prior written notice thereof, when such assignment or subletting is to (i) a parent, subsidiary or other affiliate (provided such corporate relationship with Tenant continues at all times thereafter, otherwise such transfer shall be null and void), or is in connection with a merger, consolidation or combination or the sale of substantially all of the assets or stock of the retail chain of which the business in the Premises is a part in the state in which the Premises is located or (ii) a licensee, franchisee or operating subsidiary of Tenant; provided that in case of any such assignments, subletting or transfers referred to above, such assignee, sublessee or transferees shall assume all of Tenant's obligations hereunder in writing.

10.2.5 Not to operate or use, or permit or suffer to be operated or used, all or any part of the Premises for any use or purpose other than Tenant's Use permitted hereunder nor any other use or purpose which is inconsistent with the image and standard of quality of the Shopping Center. Tenant agrees that it will not violate any exclusive rights granted to other tenants of the Shopping Center of which Tenant has been given, or in the future is given, written notice by Landlord, provided Tenant's Use and occupancy of the Premises shall not be disturbed thereby.

10.2.6 Not to suffer any mechanics', laborers' or materialmen's liens to be filed against the Premises or the Shopping Center or any interest therein by reason of any work, labor, services performed at, or materials furnished to, or claimed to have been performed at, or furnished to, the Premises, by, or

at the direction or sufferance of, Tenant, or anyone holding the Premises or any portion thereof, through or under the Tenant; provided, however, that if any such liens shall, at any time, be filed or claimed, Tenant shall have the right to contest, in good faith and with reasonable diligence, any and all such liens, provided security reasonably satisfactory to Landlord is deposited with Landlord to insure payment thereof, together with all interest and other costs associated therewith, and to prevent any sale, foreclosure or forfeiture of the Premises or the Shopping Center by reason of nonpayment thereof. On final determination of the lien or claim for lien, Tenant shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released of record and any judgment satisfied. If Tenant shall fail to contest the same with due diligence (having provided security to Landlord as herein provided) or shall fail to cause such lien to be discharged within thirty (30) days after being notified of the filing thereof and, in any case, before judgment of sale, foreclosure or forfeiture thereunder, then, in addition to any other remedy available to Landlord hereunder or at law or in equity, Landlord may, at its option, discharge the same by paying the amount claimed to be due or by bonding or other proceeding deemed appropriate by Landlord, and the amount so paid by Landlord and all costs and expenses, including, but not limited to, reasonable attorneys' fees, expenses and court costs, incurred by Landlord in procuring the discharge of such lien or judgment shall be deemed to be additional rent and, together with the interest thereon at the Default Rate, as hereinafter defined, shall be due and payable by Tenant on demand by Landlord. Nothing in this Lease shall be construed as a consent on the part of Landlord to subject Landlord's estate in the Premises to any lien or liability under any jurisdiction in which the Premises are located.

10.2.7 Not to locate any fixtures, equipment, inventory, signs, placards or any other kind of advertising material in the Common Areas nor outside of the store front or store windows in the areas, if any, of the Premises between such front or windows and the border line between the Premises and the Common Areas.

10.2.8 Other than customary window displays installed in compliance with Landlord's sign criteria and consistent with the character and standards of the Shopping Center, not to affix, maintain or locate (1) upon the glass panes or supports of any window (or within less than twenty-four [24] inches of any window), (2) upon doors or any exterior walls including the rear of the Premises, or (3) within twenty-four (24) inches of the lease line where the Premises shall have an open or glass front, any merchandise, inventory, fixtures, equipment, signs, advertising placards, names, insignias, trademarks, descriptive material or any other such like item or items, except all such items as shall have first been approved in writing by Landlord as to size, type, color,

location, copy, nature and display qualities. No signs or items shall materially obstruct the view of Tenant's store from the outside. All signs, placards or other advertising material permitted hereunder shall be professionally prepared and shall not be handwritten. Notwithstanding any provision of this Lease to the contrary, Tenant shall not affix any sign to the roof or exterior of the Premises without Landlord's prior written consent, provided that Tenant shall, at its expense, cause to be prepared and installed a sign, subject to Landlord's approval, in the space provided on the front of the Premises in accordance with the sign criteria attached as Exhibit E, as such criteria may be modified by Landlord from time to time. Landlord may, without notice, and without any liability, enter the Premises and remove any items installed or maintained by Tenant in violation of subsection 10.2.7 and this subsection.

**ARTICLE XI.**  
**DAMAGE OR TAKING AND RESTORATION**

**Section 11.1    Fire, Explosion or Other Casualty.**

11.1.1    Except as otherwise provided in Subsection 11.1.2, in the event the Premises are damaged by fire, explosion or other cause or casualty to an extent which is less than fifty percent (50%) of the cost of replacement of the Premises, the damage shall be repaired by Landlord at Landlord's expense within ninety (90) days after Landlord receives notice of the occurrence of such casualty, provided that Landlord shall not be obligated to spend for such repair an amount in excess of the insurance proceeds (other than proceeds paid with respect to loss of rents or income) recovered and available for such purpose as a result of such damage and that in no event shall Landlord be required to repair or replace Tenant's stock-in-trade, fixtures, furniture, furnishings, floor coverings, equipment and all other improvements to the Premises, except Landlord's Work and further provided that such ninety (90) day period shall be extended so long as Landlord continues to diligently prosecute the completion of such repairs.

11.1.2    In the event of any such damage and (a) Landlord is not required to repair as hereinabove provided, or (b) the Premises shall be damaged to the extent of fifty percent (50%) or more of the cost of replacement or (c) the building of which the Premises are a part is damaged to the extent of twenty-five percent (25%) or more of the cost of replacement, or (d) the buildings (taken in the aggregate) in the Shopping Center shall be damaged to the extent of more than twenty-five percent (25%) of the aggregate cost of replacement, Landlord may elect either to repair or to rebuild the Premises or the building or buildings, or to terminate this Lease upon giving notice of such election in writing to the Tenant within ninety (90) days after the occurrence of the

event causing such damage. If Landlord elects to terminate this Lease, such termination shall be effective thirty (30) days after such notice and Tenant shall pay any and all rent and other charges due hereunder up to such effective termination date, with an appropriate refund by Landlord of such rent or other charges as may have been paid in advance for any period subsequent to the date of such termination.

11.1.3 If the casualty, repairing or rebuilding shall render the Premises untenable, in whole or in part, and the damages shall not have been due to the default or neglect of Tenant, a proportionate abatement of the Annual Base Rent for the applicable Operating Year(s) shall be allowed from the date when the damage occurred until the date Landlord completes the work in the Premises pursuant to this section, such proportion to be computed on the basis of the relation which the gross square foot area of the space rendered untenable bears to the floor area of the Premises. If Landlord is required or elects to repair the Premises as provided herein, Tenant shall repair or replace its stock-in-trade, fixtures, furniture, furnishings, floor coverings and equipment and, if Tenant has closed, Tenant shall promptly reopen for business upon Landlord's completion of its repair of the Premises.

11.1.4 Except as provided in Section 11.3, Tenant waives any right to cancel or terminate this Lease as a result of damage to the Premises because of fire or other casualty pursuant to any presently existing statute, any statute that may be enacted in the future, or any other law.

#### Section 11.2 Eminent Domain.

11.2.1 If the whole of the Premises shall be taken by any public authority by the exercise, or under the threat of the exercise, of the power of eminent domain, this Lease shall terminate as of the day the right to possession shall be taken by such public authority and Tenant shall pay any and all rent and other charges due hereunder up to such date with an appropriate refund by Landlord of such rent as may have been paid in advance for any period subsequent to the date the right to possession is taken.

11.2.2 If less than all of the floor area of the Premises shall be so taken, the Term shall cease only on the parts so taken as of the day the right to possession shall be taken by such public authority, and Tenant shall pay any and all rent and other charges due hereunder up to such day with appropriate refund by Landlord of such rent as may have been paid in advance on the portion of the floor area so taken for any period subsequent to the date the right to possession is taken and thereafter the Annual Base Rent, Percentage Rent, and any and all other charges due

hereunder for the remaining Operating Years, or portions thereof, and the Breakpoint shall be equitably adjusted, based upon the square footage of the Premises remaining. Landlord shall, at its expense, make all necessary repairs or alterations to the basic building and exterior work so as to constitute the remaining Premises a complete architectural unit within ninety (90) days after the day the right to possession is taken (such period to be automatically extended so long as Landlord continues to diligently prosecute such repairs and alterations), provided that Landlord shall not be obligated to undertake any such repairs and alterations if the cost thereof exceeds the award received by Landlord and is available for such purpose. If the portion of the floor area of the Premises so taken leaves space no longer suitable for Tenant's Use, then this Lease shall terminate as of the day the right to possession is taken and Tenant shall pay any and all rent and other charges due hereunder up to such day with an appropriate refund by Landlord of such rent as may have been paid in advance for any period subsequent to such day.

11.2.3 If more than twenty-five percent (25%) of the floor area of the building in which the Premises are located, or more than twenty-five percent (25%) of the aggregate floor area of all the buildings in the Shopping Center shall be taken by the exercise, or under the threat of the exercise, of the power of eminent domain, Landlord may, by notice in writing to Tenant delivered on or before the day of surrendering the right to possession to the public authority, terminate this Lease and any and all rent and other charges due hereunder shall be paid up to the date of termination.

All compensation awarded for any taking under the power of eminent domain, whether for the whole or a part of the Premises shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Premises or otherwise and Tenant hereby assigns to Landlord all of the Tenant's right, title and interest in and to any and all such compensation; provided, Tenant may seek a separate award in a separate action for Tenant's personal property, moving expenses and lost business, and Landlord will cooperate with Tenant with regard thereto, so long as no such award is based upon a diminution of Tenant's leasehold interest hereunder and no such award will reduce the amount of any award which would otherwise be receivable by Landlord. Tenant agrees to execute such instruments of assignment as may be required by Landlord, to join with Landlord in any petition for the recovery of damages, if requested by Landlord, and to turn over to Landlord any such damages that may be recovered in any such proceeding.

Section 11.3 Election to Terminate. Notwithstanding the foregoing provisions of this Article, if Landlord does not complete such repairs, rebuilding or restoration and comply with

the conditions of this Article within nine (9) months after the date of such damage, destruction or taking, then Tenant may cancel and terminate this Lease by giving written notice to Landlord within thirty (30) days after the end of the applicable period, except, however, said notice of cancellation shall not be effective if Landlord within said thirty (30) day period shall complete and comply aforesaid. If the Premises are destroyed or damaged from any cause during the last twelve (12) months of the Term of this Lease as it may have been extended, Landlord or Tenant may cancel and terminate this Lease upon written notice within sixty (60) days after the occurrence of the event causing such damage unless Tenant exercises its Extension Option in which event Landlord shall proceed to repair or restore, if otherwise required, in accordance with the terms hereof.

**ARTICLE XII.**  
**TENANT'S DEFAULT AND REMEDIES**

Section 12.1 Defaults by Tenant. Without further notice, Landlord may, at its option, exercise any of the remedies for breach of this Lease provided herein or provided at law, in equity or by statute, if any of the following events ("Event of Default") occurs:

(a) Tenant fails to pay any and all rent or any other charges or payments provided to be made hereunder within five (5) business days after notice that the same is overdue;

(b) Tenant fails to initially open for business and remain open for business as provided in Subsection 10.1.4 or ceases operation in all or a material portion of the Premises prior to the Termination Date or abandons or vacates the Premises for more than ten (10) days after notice of such failure, cessation, abandonment or vacation, as applicable;

(c) Tenant fails to immediately cure any hazardous condition which Tenant has created in violation of law, governmental regulations or in breach of this Lease, after Tenant receives notice thereof or, earlier, after Tenant has actual knowledge thereof;

(d) Tenant does not pay within ten (10) days after written demand any other liability to Landlord arising out of, or in connection with, any obligation of Tenant to Landlord relating to the Shopping Center;

(e) Tenant fails to perform in a complete manner any other term, covenant or condition of Tenant in this

Lease and unless it is expressly provided in this Lease that a specified act or omission by Tenant constitutes a default hereunder without notice from Landlord, such failure continues for thirty (30) days after notice thereof;

(f) a receiver or similar officer becomes entitled to this leasehold;

(g) Tenant's interest in this Lease is taken by execution or other process of law in any action against Tenant;

(h) the Premises are levied upon by any revenue officer or similar officer;

(i) Tenant does, or permits to be done, any act which creates a mechanic's lien or claim against the Premises or the land or building of which the Premises are a part and Tenant does not promptly comply with the provisions hereunder with respect thereto;

(j) Tenant shall repeatedly be late in the payment of any rent or other charges to be paid hereunder or shall repeatedly default in the keeping, observing or performing of any other term, covenant or condition to be kept, observed or performed by Tenant (provided notice of such late payment or other defaults shall have been given to Tenant, but whether or not Tenant shall have timely cured any such late payment or other defaults of which notice was given). For purposes of this section only, the term "repeatedly" shall mean three (3) or more occurrences within any period of twelve (12) consecutive calendar months; or

(k) Tenant has submitted any fraudulent report required to be furnished hereunder or breaches any representation or warranty made hereunder.

Section 12.2 Termination Upon Default. Upon the occurrence of any Event of Default, Landlord may, in addition to all other rights and remedies it may have, terminate this Lease by giving written notice to Tenant. Either before or after such termination of this Lease, Landlord may reenter the Premises, with or without process of law, using such force as may be necessary, to remove all persons, fixtures and chattels therefrom and at Landlord's option to store the same at Tenant's expense. Tenant shall pay to Landlord on demand, as damages and not as a penalty, the sum of (1) any and all rents and other charges due and payable by Tenant as of the date of termination, plus (2) the unamortized cost to Landlord, computed in accordance with generally accepted

accounting principles, of improvements to the Premises, if any, provided by Landlord at its expense or otherwise paid for by Landlord, plus (3) a sum of money equal to the then present value, using an annual discount rate of three percent (3%) of (1) the Annual Base Rent, Percentage Rent for the remainder of the Term calculated for purposes of this section as the average annual Percentage Rent payable for the three (3) calendar years immediately preceding such default (or for the entire preceding portion of the Term if less than three [3] years), Tenant's Pro Rata Share of Operating Costs, Tenant's Pro Rata Share of Real Estate Taxes and Tenant's Pro Rata Share Shopping Center Insurance and all other charges provided herein to be paid by Tenant to Landlord for the remainder of the Term, less (ii) the fair rental value of the Premises for said period (net of the cost of reletting the Premises), plus (4) the cost of performing any other covenants to be performed by Tenant for the remainder of the Term, plus (5) any other damages sustained by Landlord due to any Event of Default, including, but not limited to, reasonable attorneys' fees and court costs. Nothing contained herein shall limit or prejudice the right of Landlord to prove and obtain as damages, by reason of such Event of Default, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount referred to above.

Section 12.3 Repossession Upon Default. Upon the occurrence of any Event of Default, Landlord may repossess the Premises by forcible entry, detainer suit or otherwise, without demand or notice of any kind to Tenant (except as otherwise expressly provided for) and without terminating this Lease, in which event Landlord shall use commercially reasonable efforts to relet all or any part of the Premises for such rent and upon such terms as shall be satisfactory to Landlord (including the right to relet the Premises for a term greater or lesser than that remaining under the Term, the right to relet the Premises as a part of a larger area, and the right to change the character or use of the Premises). For the purpose of such reletting, Landlord may decorate and make any repairs, changes, alterations or additions in or to the Premises that may be necessary or convenient. Whether or not the Premises or any part are relet, Tenant shall pay to Landlord on demand any and all rents and other charges payable by Tenant as of the date Landlord repossesses the Premises. Tenant shall be liable for and shall pay from time to time upon demand from Landlord the difference between (a) the Annual Base Rent or any portion thereof, the average annual Percentage Rent payable for the three (3) calendar years immediately preceding such default (or for the entire preceding portion of the Term if less than three [3] years) or any portion thereof, Tenant's Pro Rata Share of Operating Costs, Tenant's Pro Rata Share of Real Estate Taxes and Tenant's Pro Rata Share of Shopping Center Insurance and all other charges

provided herein to be paid by Tenant for the remainder of the Term and (b) the net avails of any reletting, if any, during the Term and Tenant agrees that Landlord need not wait until the termination of this Lease to recover any sums falling due under the terms of this section. If the Premises are relet, Tenant shall pay to Landlord, upon demand, any cost or expense incurred by Landlord in such reletting including, but not limited to, any and all expenses for decorations, repairs, changes, alterations, additions, broker's commissions and reasonable attorneys' fees. In no event, however, shall Landlord be under any obligation to relet the Premises for any purpose, nor shall Landlord be liable for any failure to relet (provided Landlord has used commercially reasonable efforts to do so), failure to collect rent or giving rental or other concessions to any new tenant. No such re-entry by Landlord shall constitute an election to terminate this Lease unless and until Landlord gives Tenant written notice of Landlord's election to terminate nor shall it relieve Tenant of its obligations under this Lease, all of which shall survive such repossession.

Section 12.4 Tenant's Failure to Comply with Certain Covenants. In the event Tenant fails to comply with the terms, covenants or conditions in this Lease pertaining to the appearance, maintenance, repair or operation of the Premises or the Shopping Center in any material respect, then, whether or not Tenant shall have timely cured such default, if such default recurs, or any substantially similar default or any combination thereof, occurs thereafter twice within one (1) year from the date of the initial default (each recurrence of such default or similar default being referred to collectively as "Repeated Default"), the Annual Base Rent for the applicable Operating Year(s) (pro rated on a daily basis) and the applicable portion of the Base Term Rent shall be increased by twenty-five percent (25%) for each day the second or subsequent Repeated Default occurs or continues. This increase in Annual Base Rent and Base Term Rent shall be in addition to, and not in substitution for or diminution of, any other rights and remedies under this Lease or pursuant to law or equity, to which Landlord may be entitled. This increase in Annual Base Rent and Base Term Rent shall be treated as liquidated damages and not as a penalty (Landlord and Tenant agreeing that damages would be difficult, if not impossible, to ascertain).

Section 12.5 Bankruptcy Default. If Tenant or any Guarantor of this Lease shall become bankrupt or insolvent or unable to pay its debts as such become due, or shall file any debtor proceedings, or if Tenant or any Guarantor shall take or shall have taken against either party, in any court, pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's or any such Guarantor's property, which petition is not dismissed within thirty (30) days, or if Tenant or any such

Guarantor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, then the occurrence of any one of such events shall constitute an Event of Default and Landlord may exercise any of the remedies for an Event of Default provided herein or provided at law, in equity or by statute and, in addition thereto, Landlord shall have the immediate right of reentry and may remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

**Section 12.6 Interest and Late Charge on Late Payment.** Any rent or other charges to be paid hereunder by Tenant which shall not be paid within five (5) days after the same shall be due shall bear interest at the lesser of (a) the maximum rate then permitted under applicable state law, or, (b) the Corporate Base Rate as announced from time to time by The First National Bank of Chicago at the time of the Event of Default plus two percent (2%), from the sixth (6th) day after the date when the same is due and payable under the terms of this Lease until the same shall be paid (the "Default Rate"). In addition, if Tenant fails to pay rent or any other charge when due, then Tenant shall pay Landlord a late payment service charge covering administrative and overhead expenses of One Hundred Dollars (\$100). Tenant shall pay a Twenty-Five Dollar (\$25) charge for any checks written to Landlord and returned for insufficient funds.

**Section 12.7 Holdover by Tenant.** Any holding over by Tenant of the Premises after the expiration of the Term or termination of this Lease shall operate and be construed to be a tenancy from month-to-month only, at a rental rate equal to twice the Monthly Base Rent, Percentage Rent and any and all other charges payable hereunder at the expiration of the Term or termination of this Lease, or at the election of Landlord expressed in a written notice to Tenant, and not otherwise, such holding over shall constitute a renewal of this Lease for one (1) year at the same rental and upon all of the other terms, covenants and conditions contained in this Lease at the expiration of the Term. If Tenant holds over after a written demand by Landlord for possession at the expiration of the Term or after termination of this Lease by either party of a month-to-month tenancy created pursuant to this section, or after termination of the Lease or of Tenant's right to possession pursuant to Sections 12.3 or 12.5, Tenant shall pay monthly rent at a rate equal to twice the Monthly Base Rent plus Percentage Rent calculated on the basis of monthly Gross Sales at twice the Percentage Rent Rate, each payable immediately prior to the expiration or other termination of this Lease or Tenant's right to possession. In addition, Tenant shall remain liable for any other charges payable hereunder. Nothing in this section shall

be construed to give Tenant the right to hold over after the expiration or termination of this Lease, and Landlord may exercise any and all remedies at law or in equity to recover possession of the Premises.

Section 12.8 Landlord's Right to Cure Defaults. Landlord may, but shall not be obligated to, at any time, without notice, cure any default by Tenant under this Lease, and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default, including, without limitation, reasonable attorneys' fees and expenses, shall be so much additional rent immediately due and payable upon demand, together with interest (except in the case of attorneys' fees) at the Default Rate.

Section 12.9 Effect of Waiver of Default; Valuation Laws. No consent or waiver, expressed or implied, by either party to or of any breach of any term, covenant or condition of this Lease by either party shall be construed as a consent or waiver to or of any other breach of the same or any other term, covenant or condition. No payment by Tenant nor receipt from Landlord of a lesser amount than the rent or other charges due hereunder shall be deemed to be other than on account of the earliest unpaid rent or other charges due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord shall accept such check for payment without prejudice to Landlord's right to recover the balance of such rent or other charge or pursue any other remedy available to Landlord. Any recovery under this Article shall be without relief from any valuation and appraisal laws now or hereafter enacted.

Section 12.10 Remedies Cumulative. No remedy herein or otherwise conferred upon or reserved to Landlord or Tenant shall be considered to exclude or suspend any other remedy but the same shall be cumulative, shall not be deemed inconsistent with each other and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord or Tenant may be exercised from time to time and so often as occasion may arise or as may be deemed expedient by Landlord or Tenant.

Section 12.11 Costs of Collection. Tenant shall on demand pay or reimburse Landlord for the payment of Landlord's expenses, including, but not limited to, reasonable attorneys' fees, expenses and administrative hearing and court costs, in both the trial and any and all appellate proceedings, incurred either directly or indirectly in enforcing any obligation of Tenant under this Lease, in curing any default by Tenant, in connection with appearing, defending or otherwise participating in any action or proceeding arising from the filing, imposition, contesting,

discharging or satisfaction of any lien or claim for lien, in defending or otherwise participating in any legal proceedings initiated by or on behalf of Tenant where Landlord is not adjudicated to be in default under this Lease, or in connection with any investigation or review of any conditions or documents in the event Tenant requests Landlord's approval or consent to any action of Tenant which may be desired by Tenant or required hereunder. The covenants of this section shall survive the expiration or termination of this Lease due to the lapse of time or otherwise.

Section 12.12 INTENTIONALLY OMITTED.

ARTICLE XIII. MISCELLANEOUS PROVISIONS.

Section 13.1 Mutual Waiver of Claims and Subrogation. Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease or anyone claiming by, through or under them in connection with the Premises and (b) such party is then either covered in whole or in part by insurance with respect to such loss, cost, damage or expense, or required under this Lease to be so insured, then the party so insured (or so required) hereby releases the other party from any liability the other party may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had insurance been carried as so required) and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost, the other party shall have the right, within thirty [30] days following written notice, to pay such increased cost, thereupon keeping such release and waiver in full force and effect). If the party released from liability hereunder is the Landlord, said term "Landlord" for the purpose of this section only, shall include the Owner, the Owner's beneficiaries or partner(s) thereof, and their respective agents, shareholders, officers, directors and employees.

Section 13.2 Notices. Any notice or demand from Landlord to Tenant or from Tenant to Landlord shall be in writing and shall be mailed by registered or certified mail, or sent by a nationally recognized air courier, such as, but not limited to Federal Express or Purolator Courier, addressed, if to Tenant, to the Address of Tenant or such other address as Tenant shall have last designated by notice in writing to Landlord, and, if to Landlord, to the place then established for the payment of rent, or such other address as Landlord shall have last designated by notice in writing to Tenant. The customary receipt shall be

conclusive evidence of such service. Notices shall be effective on the date of mailing.

Section 13.3 Brokerage. Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease other than Lakewest, Inc. and the Leasing Broker(s) and covenants to pay, hold harmless and indemnify Landlord from and against any and all cost (including reasonable attorneys' fees), expense or liability for any compensation, commissions and charges claimed by any other broker or other agent with respect to this Lease or the negotiation thereof.

Section 13.4 Voting Control of Tenant. If Tenant is a corporation, or the general partner of Tenant is a corporation, and, if at any time prior to the expiration or termination of this Lease, the person or persons who own a majority or controlling number of its voting shares at the time of the execution of this Lease cease to own such shares (except as the result of transfers by gift, bequest or inheritance) and such cessation shall not first have been approved in writing by Landlord, then such cessation shall, at the option of Landlord, be deemed an Event of Default and Landlord shall have available the remedies set forth in Article XII of this Lease. This section shall not prohibit a transfer permitted pursuant to Section 10.2.4 nor prohibit the transfer, assignment or hypothecation of any stock or interest in Tenant provided Tenant is a corporation, the outstanding voting stock of which is listed on a recognized security exchange or if at least eighty percent (80%) of its voting stock is owned by another corporation, the voting stock of which is so listed. For the purpose of this section, stock ownership shall be determined in accordance with the principles set forth in Section 544 of the Internal Revenue Code of 1954 as the same exists on the date hereof, and the term "voting stock" shall refer to shares of stock regularly entitled to vote for the election of directors of the corporation.

Section 13.5 Relationship of the Parties. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of principal and agent, of partnership, of joint venture or any other relationship between the parties hereto, other than the relationship of landlord and tenant.

Section 13.6 Subordination. The rights and interests of Tenant under this Lease shall be subject and subordinate to the lien of any mortgage, trust deed or any other lien resulting from any financing or refinancing currently or hereafter placed upon the Shopping Center or any part thereof, or upon any portion or all of the Shopping Center and other property (a "Mortgage"). The mortgagee or trustee (a "Mortgagee") named in any Mortgage shall agree upon request of Tenant to recognize the rights of Tenant

hereunder in the event of foreclosure and not to disturb Tenant's continued possession of the Premises during the Term (as extended, if applicable) so long as Tenant is not in default hereunder. If such Mortgagee shall elect by written notice to Tenant to subject and subordinate the Mortgage to the rights and interests of Tenant under this Lease, the Mortgage shall be so subject and subordinate. If such Mortgagee desires to evidence such subordination of this Lease to such Mortgage, or such Mortgage to this Lease, as applicable, then Tenant shall execute and deliver whatever instruments may be required for such purposes. At Landlord's election, Tenant's failure to execute and deliver such instrument within ten (10) days after Landlord's written request shall be deemed an Event of Default. If requested by Tenant such Mortgagee shall execute and deliver a non-disturbance agreement to Tenant, whereby the Mortgagee agrees not to disturb the possession and other rights of Tenant under or pursuant to this Lease during the lease Term, so long as Tenant is not in default hereunder and continues to perform its obligations hereunder, and, as provided in Section 13.7, in the event of acquisition of title, or coming into possession by said Mortgagee by foreclosure proceedings or otherwise, to accept Tenant as Tenant of the Premises under the terms and conditions hereunder and to assume and perform all of Landlord's obligations hereunder. If any Mortgagee shall request in a written notice to Tenant that Tenant thereafter shall give such Mortgagee notice simultaneously with any notice given to Landlord and an opportunity to cure any default of Landlord in the performance of any of the terms, covenants and conditions to be performed by the Landlord hereunder, Tenant shall thereafter comply with such request and agrees that such Mortgagee shall have the right within thirty (30) days after receipt of any such notice to cure such default or otherwise perform Landlord's covenants and obligations before the Tenant, by reason of such default or failure to perform, may take any action to terminate this Lease or any other action with respect to this Lease or the rents and other charges payable hereunder; provided such thirty (30) day period shall be extended so long as such Mortgagee is proceeding diligently to correct and remedy such default.

Section 13.7 Attornment. Upon written request of any Mortgagee, Tenant shall agree in writing that: (a) no action to foreclose a Mortgage shall terminate this Lease or invalidate or constitute a breach of any of the terms or conditions hereof, (b) Tenant will attorn to the purchaser at any foreclosure sale or the grantee in any conveyance in lieu of foreclosure as landlord of the Premises, and (c) Tenant will, upon written request of such purchaser or grantee, execute such instruments as may be necessary or appropriate to evidence such attornment; provided that the Mortgagee agrees with Tenant in writing that so long as Tenant is not in default hereunder, Tenant's right to possession and enjoyment of the Premises shall be and remain undisturbed and unaffected by the Mortgagee or by any foreclosure proceedings under

its mortgage. Tenant waives the provisions of any statute or rule of law, nor or hereafter in effect, that may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event of the prosecution or completion of any such foreclosure proceeding. Neither the Mortgagee nor any purchaser at a foreclosure sale or any grantee in a deed in lieu of foreclosure shall be liable for any amounts paid by Tenant to Landlord prior to the time such amounts become due hereunder, or any act or omission of Landlord which occurred prior to such sale or conveyance, nor shall Tenant be entitled to any offset against or deduction from rent due hereunder after such date by reason of any such prepayment by Tenant or any such act or omission of Landlord prior to such date.

Section 13.8 Estoppel Certificates. At any time, and from time to time, Tenant agrees, upon request in writing from Landlord, to execute, acknowledge and deliver to Landlord a statement in writing in form reasonably satisfactory to Landlord, certifying to Landlord, any Mortgagee or any potential purchaser of the Shopping Center, that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the Monthly Base Rent, Percentage Rent and any and all other charges have been paid, the absence of any default or any claim or offset by Tenant against Landlord (or specifying any such default, claim or offset) and making such other accurate certifications as Landlord, such Mortgagee or such potential purchaser may reasonably require. At Landlord's election, failure to deliver such statement to Landlord within ten (10) days from the date of Tenant's receipt of Landlord's request therefore shall be deemed an Event of Default.

Section 13.9 Applicable Law and Construction. The laws of the state in which the Premises are located shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease (other than those provisions relating to the payment of rent or other charges) shall not affect or impair any other provision. The headings of the articles, sections or subsections contained herein are for convenience only and do not define, limit or construe the contents of such articles, sections or subsections. Whenever a singular term is used herein, the same shall include the plural. Whenever the masculine gender is used herein, the same shall include the feminine and neuter genders.

Section 13.10 Time of the Essence. Time is of the essence in this Lease.

Section 13.11 Execution of Lease by Landlord. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option

for, the Premises. When executed and delivered to Landlord, this Lease shall be considered an irrevocable offer by Tenant which shall remain open for a period of fourteen (14) days from the date of delivery. Upon execution by Landlord, this Lease shall be deemed made as of the date of such execution, and an executed copy of this Lease shall be sent to Tenant. In the event Tenant's offer is not accepted within said fourteen (14) day period, Landlord may consider Tenant's offer to be a continuing offer, which may be accepted at any time prior to Landlord's receipt of a written revocation of said offer from Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or other agent of Landlord or Leasing Broker(s) shall alter, change or modify any of the provisions hereof. This Lease constitutes the entire Agreement between Landlord and Tenant and there are no representations, warranties, promises, agreement, conditions or undertakings, oral or written, between Landlord and Tenant other than those set forth herein. Any subsequent change, addition or alteration to this Lease shall not be binding upon Landlord or Tenant unless in writing and signed by both parties.

Section 13.12 Binding Effect of Lease. The terms, covenants, agreements, obligations and conditions contained herein, except as otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns subject to the rights of Landlord under Subsection 10.2.4 above. Landlord, at any time and from time to time, may make an assignment of its interest in this Lease and, in the event of such assignment and the assumption by the assignee of the terms, covenants and conditions to be performed by Landlord herein arising on or after the date of such assignment, Landlord and its successors and assigns (other than the assignee of this Lease) shall be released from any and all liability hereunder with respect to terms, covenants, agreements, obligations and conditions to be performed by Landlord.

Section 13.13 Agency or Independent Contractor. Any service which Landlord is required or elects to furnish under this Lease may be furnished by any agent employed by Landlord or by an independent contractor, and the cost to Landlord of such agent or independent contractor shall be included in any cost chargeable to Tenant for such services.

Section 13.14 INTENTIONALLY OMITTED.

Section 13.15 Financial Statements. Tenant hereby represents and warrants to Landlord that the financial statements given by Tenant to Landlord prior to the execution of this Lease are true, correct and complete, and accurately state the financial

condition of the Tenant and of any and all guarantors of the Tenant's obligations under this Lease without material omission. Within sixty (60) days after the end of each of Tenant's fiscal years falling within the Term, Tenant shall deliver to Landlord a copy of its annual financial statement prepared in accordance with generally accepted accounting principles. Tenant hereby consents that Landlord may, from time to time, review Tenant's credit information as the same may be available to Landlord.

Section 13.16 Landlord's Lien. Tenant hereby grant to Landlord a lien upon all of Tenant's property now or hereafter located upon the Premises for all rent and other charges due and Tenant's performance of all obligations under this Lease. Tenant agrees, at Landlord's request, to execute a satisfactory security agreement financing statement and if Tenant fails to immediately execute such financing statement, Tenant does hereby appoint and grant Landlord its irrevocable power of attorney for the purpose of executing such instrument.

Section 13.17 Riders and Exhibits. Any and all Riders, if any, and all Exhibits referred to in or attached hereto are hereby incorporated into and made a part of this Lease.

Section 13.18 Force Majeure. Neither Landlord nor Tenant shall be deemed to be in default with respect to any obligation to perform any of the terms, covenants and conditions of this Lease (other than Tenant's obligation to pay Landlord any and all rent and other charges after the Commencement Date when the same are due and all such amounts shall be paid when due), if the failure to perform any such obligation is due in whole or in part to any strike, lockout, labor dispute (whether legal or illegal and whether such dispute is with Landlord, Tenant or some other person or entity), labor shortage, civil disorder, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, freight embargo, contractor or supplier delays, fuel, water, material or supply shortages or the inability to obtain such commodities on reasonable terms, delays in transportation, accidents, casualties, severe weather, acts of God, acts caused directly or indirectly by the other party (or such other party's agents, employees, guests or invitees), acts of other tenants or occupants of the Shopping Center or any other cause beyond the reasonable control of the party which is obligated to perform. In such event, the time for performance by such party shall be extended by an amount of time equal to the period of the delay so caused.

Section 13.19 Recording. This Lease shall not be recorded by Tenant. If Tenant records this Lease, then such action shall be deemed an Event of Default. Upon the execution of this Lease, Landlord and Tenant shall, at either party's option, execute a short form of lease in recordable form in accordance with

applicable statutes, and reasonably satisfactory to Landlord's and Tenant's attorneys, which may be recorded by the party requesting the same provided that the failure to record such short form of lease shall not affect or impair the validity and effectiveness of this Lease. In no event shall such document set forth the rental or other charges payable by Tenant under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease and is not intended to vary the terms and conditions of this Lease. Tenant shall execute such documents necessary to terminate any such short form of lease, if any, which has been recorded upon the expiration or termination of this Lease due to the lapse of time or otherwise.

Section 13.20 Limitation of Liability. Notwithstanding anything to the contrary contained in this Lease, it is specifically understood and agreed that the liability of Landlord hereunder shall be limited to the interest of Landlord in the Shopping Center in the event of a breach by Landlord of any of the terms, covenants and conditions of this Lease to be performed by Landlord. Tenant hereby agrees that any judgment it may obtain against Landlord shall be enforceable solely against Landlord's ownership interest in the Shopping Center.

Section 13.21 Personal Property Taxes. Tenant shall pay before delinquency any personal property taxes attributable to the furniture, fixtures, merchandise, equipment or other personal property situated in or on the Premises. If any such personal property taxes are levied against Landlord or Landlord's property, and if Landlord pays the same (which Landlord shall have the right, but not the obligation, to do) or if the assessed value of Landlord's property is increased by the inclusion of a value placed on Tenant's property, and if Landlord pays the taxes based on such increased assessment (which Landlord shall have the right, but not the obligation, to do), Tenant upon demand shall repay to Landlord the taxes levied against the Landlord or the proportion of such taxes resulting from any increase in the assessment on Landlord's property.

Section 13.22 Easements. Landlord shall have the right to grant any easements on, over, under and above the Premises for such purposes as Landlord determines, provided such easements will not materially interfere with Tenant's Use and retail sales.

Section 13.23 Corporate Authority. Tenant represents and warrants that it has full corporate or partnership power and authority, as the case may be, to enter into this Lease and has taken all corporate or partnership action, as the case may be, necessary to carry out the transaction contemplated herein, so that when executed this Lease constitutes a valid and binding obligation enforceable in accordance with its terms. If Tenant is a corporation, Tenant shall provide Landlord with a corporate resolution in

a form acceptable to Landlord, authorizing execution of the Lease at the time of such execution.

Section 13.24 Consent. Where pursuant to the terms of this Lease or in connection with the administration of the Lease, the consent, approval, judgment, satisfaction or similar exercise of discretion of or by one party shall be required, requested or appropriate, such party covenants and agrees that its consent, approval, judgment, satisfaction or similar exercise of discretion shall not be unreasonably withheld, delayed or conditioned.

Section 13.25 Default Under Other Lease. If the term of any lease, other than this Lease, made by the Tenant for any premises in the Shopping Center shall be terminated or terminable after the making of this Lease because of any default by the Tenant under such other lease, such fact shall empower the Landlord, at the Landlord's sole option, to terminate this lease by notice to the Tenant.

Section 13.26 Agent's Authority. If Landlord is an agent for the beneficiaries under a land trust, this Lease is executed by the undersigned agent not personally but solely as agent and it is expressly understood and agreed by the parties hereto, anything contained herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended not as personal covenants, undertakings, representations and agreements of the agent individually, or for the purpose of binding it personally, but this Lease is executed and delivered by the agent solely in the exercise of the powers conferred upon it as such agent pursuant to the direction of the beneficiaries of said trust agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against the bank, the beneficiaries of said trust or its agent on account hereof, or on account of any covenants, undertaking, representation, warranty or agreement herein contained, either express or implied, all such personal liability, if any, being expressly waived and released by the parties hereto and the holder hereof, and by all persons claiming by or through or under said parties or holder hereof, it being agreed and understood that the Tenant under this Lease shall look solely to the real estate owned by the trust of which the Premises constitute a part for payment of any lien, claim, judgment or other liability arising out of the Landlord's obligations created by this Lease. Landlord hereby confirms that Owner's beneficiaries have the authority to manage the Shopping Center and such beneficiaries have designated LAKEWEST, INC., as agent for the beneficiaries in connection with the management of the Shopping Center. Notwithstanding anything herein to the contrary, the undersigned agent represents and warrants that it has the authority and power to bind the beneficiaries of that certain Trust Agreement with American National Bank and Trust Company of Chicago, as

Trustee, dated January 4, 1962, and known as Trust Number 17351, to the terms and conditions of this Lease.

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

LANDLORD:

LAKEWEST, INC., Agent,  
as aforesaid

By

  
President

ATTEST:

  
Secretary

TENANT:

J. C. DIVERSEY, INC.  
an Illinois corporation

By

  
President

ATTEST:

  
Secretary

FEDERAL EMPLOYER IDENTIFICATION  
NUMBER:  
\_\_\_\_\_

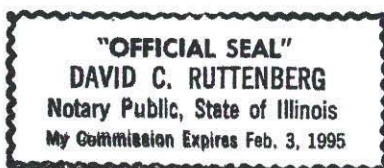
LANDLORD'S ACKNOWLEDGMENT

STATE OF ILLINOIS     )  
                              ) SS  
COUNTY OF COOK        )

I, David C. Ruttenberg, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT David W. Ruttenberg and Linda R. Jorgensen, the President and Secretary of Lakewest, Inc., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation; and the said Secretary acknowledged that she, as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as her own free and voluntary act and as the free and voluntary act of said corporation for said uses and purposes.

GIVEN under my hand and notarial seal this 9th day of August, 1991.

  
Notary Public



My Commission Expires:

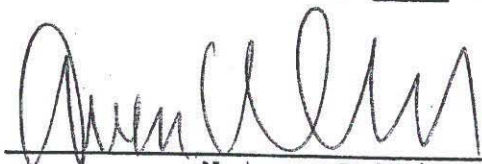
February 3, 1995

TENANT'S ACKNOWLEDGMENT

STATE OF New York )  
 ) SS  
COUNTY OF New York)

I, Owen Wincig, a Notary Public in and for  
and residing in said County and State, DO HEREBY CERTIFY THAT  
Harley Greenfield and Bernard Wincig  
personally known to me to be the President and  
Secretary, respectively, of J. C. DIVERSEY, INC., an  
Illinois corporation, personally known to me to be the same persons  
whose names are subscribed to the foregoing instrument as such  
President and Secretary, appeared before  
me this day in person and acknowledged that they signed and  
delivered said instrument as their own free and voluntary act and  
as the free and voluntary act of said corporation; and the said  
Secretary acknowledged that he, as custodian of the  
corporate seal of said corporation, did affix said corporate seal  
to said instrument as his own free and voluntary act and as the  
free and voluntary act of said corporation for the uses and  
purposes therein set forth.

GIVEN under my hand and notarial seal this 2nd day of  
August, 1991.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
OWEN WINCIG  
Notary Public, State of New York  
No. 31-4714599  
Qualified in New York County  
Commission Expires Feb. 28, 1992

EXHIBIT A

LEGAL DESCRIPTION OF THE SHOPPING CENTER

Lots 5 through 18, both inclusive, in L. S. Warner's Subdivision of Lots 17 and 18 in Bickerdick and Steele's Subdivision of part of the West 1/2 of the North West 1/4 of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

commonly known as 730-750 West Diversey Parkway and 2817-2819 North Halsted Street, Chicago, Illinois.

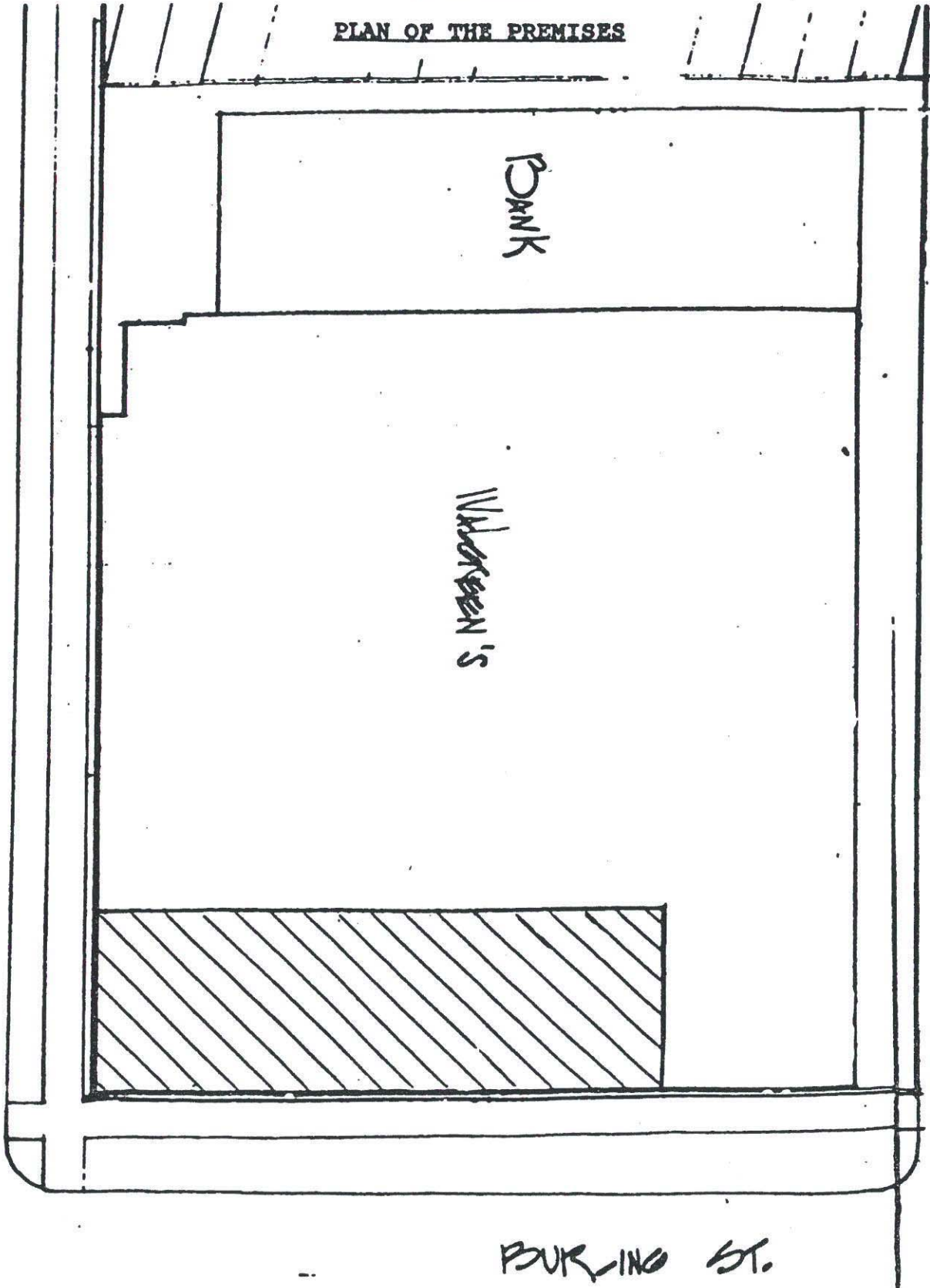
PIN: 14-28-114-020, 14-28-114-021, 14-28-114-045 and 14-28-114-052

**EXHIBIT B**

**MAP OF THE SHOPPING CENTER**

EXHIBIT C

PLAN OF THE PREMISES



OVERLOOK PARKWAY

BURLING ST.



PREMISES. 720 WEST HINDEN ST. 1911

EXHIBIT D

PLANS AND SPECIFICATIONS FOR TENANT'S WORK

Tenant's Plans and Specifications for Tenant's Work are not attached hereto and Tenant will submit them pursuant to the terms of this Lease.

## EXHIBIT E

### SIGN CRITERIA

The purpose of the sign criteria promulgated by owners and the management is to create a graphic environment that is individual and distinctive in identity for the merchant and also compatible with other signs within the Shopping Center. The total concept should give an impression of quality and professionalism and install a good business image.

Tenant, at Tenant's sole cost and expense, shall design, furnish and install on the south elevation facing Diversey Parkway one (1) illuminated storefront sign identifying the Premises with Tenant's Trade Name. Tenant's sign design shall be subject to Landlord's Approval Procedure (set forth below) and must conform with the following criteria:

1. The wording on the sign shall be limited to Tenant's Trade Name and shall not include any pictures or diagrams.

2. The length of the illuminated storefront sign is limited to 70% of the width of the Premises and shall be centered horizontally and shall be limited to 24" in height.

3. The storefront sign shall be of individual internally illuminated letters and connected to Tenant's electric service with an automatic timer. The internal lamps shall be contained and concealed wholly within the depth structure of the letters.

4. The face of all sign letters shall be in a color approved by Landlord. All other portions of the sign (e.g., edge of letters, raceway) shall be painted to match colors designated by Landlord.

5. All letters shall have concealed attachment devices, clips, wiring and transformers and disconnects. No exposed raceways, ballast boxes or electrical transformers will be permitted except as required by code.

6. The sign shall be fabricated and installed in compliance with all applicable building and electrical codes.

Tenant, at Tenant's sole cost and expense, may design, furnish and install (i) one sign on the east elevation facing Burling Street, and (ii) one sign in the parking lot in a mutually agreed upon location, which signs shall in all respects be subject to Landlord's reasonable approval.

THE FOLLOWING ARE NOT PERMITTED:

- a. Roof or box signs.
- b. Cloth signs.
- c. Exposed seam tubing.
- d. Animated or moving components.
- e. Intermittent or flashing illumination.
- f. Iridescent painted signs.
- g. Letter mounted or painted on illuminated panels.
- h. Signs or letters painted directly on any surface, except as provided herein.
- i. Paper signs of any type.
- j. The name and/or stamp of the sign contractor.

APPROVAL PROCEDURE: Tenant shall submit six (6) sets of drawings and specifications, samples of materials and colors for Tenant's proposed sign (the "Design") to Landlord, 325 West Huron Street, Suite 806, Chicago, Illinois 60610, for written approval. The Design shall clearly show the location, graphics, color, construction and attachment details for Tenant's sign. One (1) copy shall be returned to the contracted sign company and one (1) copy shall be retained in the lease file. Landlord shall have the right, in its sole discretion, to object to or to approve the Design submitted by Tenant; provided that if Landlord objects to the Design, it shall specify its reasons for the objections. If Landlord objects to the Design, Tenant shall diligently proceed to modify the Design in order to satisfy such objections and shall resubmit the Design to Landlord for approval.

NOTE: Written approval and conformance with this sign criteria does not imply conformance with local city and other applicable sign codes. Tenant's sign must be permitted and must comply with all applicable electrical and local sign codes.

STATEMENT AS TO COMMENCEMENT DATE AND TERMINATION DATE

It is hereby agreed among the parties to a certain Lease dated, July 9, 1991, for 730 West Diversey Parkway, in Diversey/Halsted Shopping Center (the "Lease") between J. C. DIVERSEY, INC., an Illinois corporation ("Tenant"), and LAKEWEST, INC., AGENT for beneficiaries of Trust Agreement dated January 4, 1962, and known as Trust Number 17351, with American National Bank and Trust Company of Chicago, Trustee ("Landlord") that:

1. The Commencement Date of the Lease, referred to in Section 2.3, is September 9, 1991.

2. The Termination Date referred to in Subsection 1.1.21 and Section 2.3 is December 31, 2001.

3. That the first Operating Year shall commence on September 9, 1991, and shall end on the last day of December, 1992.

4. Tenant acknowledges that the Landlord has complied with all the terms, covenants and conditions of the Lease on Landlord's part to be performed. The Tenant agrees that it has taken possession of the Premises on September 9th, 1991.

LANDLORD:

LAKEWEST, INC., Agent,  
as aforesaid

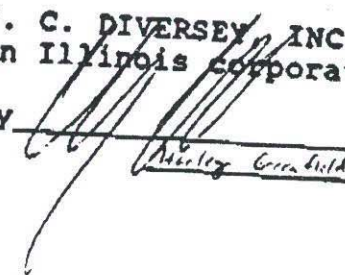
By

  
President

TENANT:

J. C. DIVERSEY, INC.,  
an Illinois corporation

By

  
Anthony Greenfield President

## EXHIBIT G

### LANDLORD'S WORK

This exhibit sets forth the division of responsibility regarding the construction work and materials between Landlord and Tenant under the terms and conditions of this Lease. In every instance where responsibility is not specifically vested in the Landlord under the provisions of this exhibit, the responsibility shall be that of the Tenant.

Landlord shall provide a standard store consisting of the following:

1. Floor. Floor acceptable for Tenant carpeting.
2. Demising Partitions. Studs and gypsum board taped and sanded ready for paint.
3. Interior Partitions. Studs and gypsum board taped and sanded ready for paint.
4. Ceiling. Landlord standard configuration suspended 2'x4' acoustical T-bar ceiling; ceiling to be or equal to Armstrong Cortega, color white. Ceiling height to be even with top of storefront glass except to be lower in rear of Premises for bathroom and to accommodate HVAC ductwork and mechanicals servicing other tenants.
5. Additional Storefront. Furnish and install approximately twelve (12) linear feet of approximately eight foot (8') high storefront glass on the east elevation of the Premises closest to Diversey Parkway.
6. Electrical. Adequate electrical service to the Premises based on normal retail loads and electrical outlets placed every six (6) feet on all demising walls.
7. HVAC. The Premises shall have one roof-mounted HVAC unit (in compliance with all building codes) to provide heating and cooling capacity as follows:

Winter Heating: 10 degrees F. exterior/+75 degrees F. interior.

Summer Cooling: 95 degrees F. exterior/+75 degrees F. interior.

Landlord's Work will include heating and cooling sheet metal distributed in the Premises. However, this criteria is based

upon a total connected load not to exceed 7 Watts per square foot.

8. Fire Sprinklers. If required by code, a system and distribution to meet all local building and fire codes; to be in configuration existing on the date of this Lease or pursuant to Landlord's standard configuration.
9. Bathroom. One handicapped bathroom complete with VCT flooring, lavatory, toilet, mirror, light, toilet paper dispenser, soap dispenser, paper towel dispenser and all handicapped grab bars in accordance with local building codes.
10. Plumbing. Sewer service, hot and cold water to the Premises in accordance with all local building and health codes.
11. Storefront. Glass storefront on the south elevation of the Premises as existing on the date of this Lease.
12. Rear Service or Exit Door. As existing on the date of this Lease.
13. Illuminated Exit Signs. Provide all illuminated exit signs as required by local building code.
14. Paint. Paint all walls with one coat latex paint, color: white.
15. Demolition. Remove all interior partitions except for bathroom and small room to the east of and leading into the bathroom.

# GREMLEY & BIEDERMANN, INC.

4400 N. ELSTON AVENUE

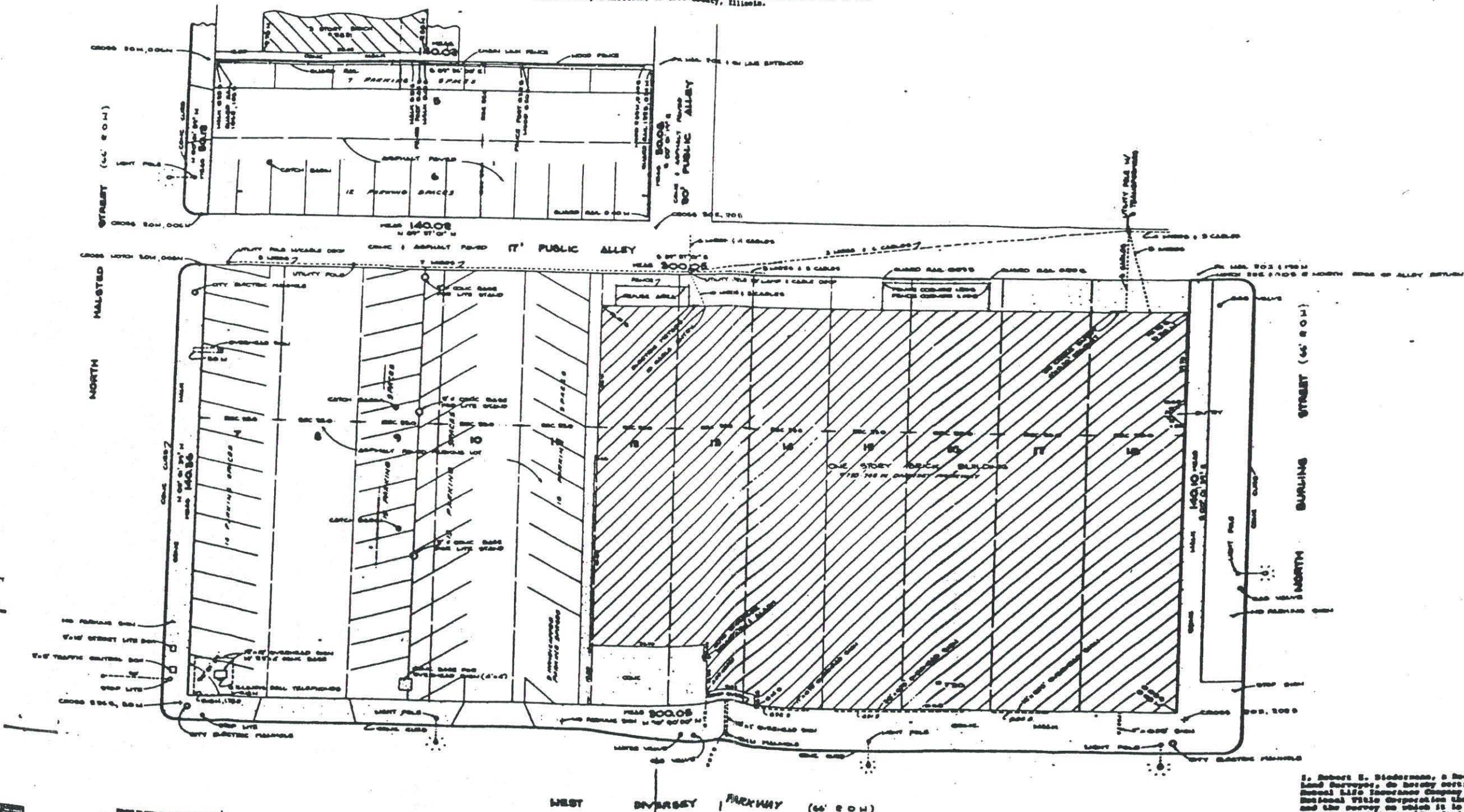
Telephone: BR/625-5105

CHICAGO, ILLINOIS, 60630

## PLAT OF SURVEY

ALTA/DOCK LAND TITLE SURVEY

Lots 5 to 18, both inclusive, in L.S. Warner's Subdivision of Lots 17 and 18 in Richardson and Steele's Subdivision of part of the West Half of the Northwest Quarter of Section 28, Township 48 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.



AREA OF PROPERTY: 1.4704 AC. 107,000 SQ. FT.  
 AREA OF SURVEY: 1.4704 AC. 107,000 SQ. FT.  
 THIS PLAT OF SURVEY WAS PREPARED BY GREMLEY & BIEDERMANN, INC. IN ACCORDANCE WITH THE REQUIREMENTS OF THE ILLINOIS LAND SURVEYING ACT OF 1909, AS AMENDED, AND THE ILLINOIS LAND SURVEYING BOARD'S RULES AND REGULATIONS, AND IS HEREBY CERTIFIED TO BE TRUE AND CORRECT.

**NOTICE TO THE PUBLIC**  
 This plat of survey was prepared by Gremler & Biedermann, Inc., a professional land surveying firm, in accordance with the requirements of the Illinois Land Surveying Act of 1909, as amended, and the Illinois Land Surveying Board's Rules and Regulations. It is hereby certified to be true and correct.

I, Robert E. Biedermann, a Registered Illinois Land Surveyor, do hereby certify to John Hancock Mutual Life Insurance Company and Bear North National Title Corporation that this map or plat and the survey on which it is based were made in accordance with the "Standard Detail Requirements for ALTA/ACM Land Title Surveys" jointly established and adopted by ALTA and ACM in 1908 and it meets the accuracy requirements of a Class A survey as defined therein, and includes items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 on Page 2 thereof.



Dated: Feb. 12, 1909.  
 Robert E. Biedermann  
 Registered Illinois Land Surveyor

## LIMITED GUARANTY OF LEASE

THIS LIMITED GUARANTY OF LEASE (the "Guaranty") dated as of the 9th day of July, 1991, is given by JENNIFER CHICAGO, L.P., an Illinois limited partnership ("Guarantor") to LAKEWEST, INC., AGENT for beneficiaries under Trust Agreement dated January 4, 1962, and known as Trust Number 17351, which American National Bank and Trust Company of Chicago, Trustee ("Landlord").

### I. RECITALS

1.1 Description of Lease. Landlord and J. C. DIVERSEY, INC., an Illinois corporation ("Tenant"), have entered into a Lease of even date herewith (the "Lease") of 730 WEST DIVERSEY PARKWAY (the "Premises"), located at Diversey/Halsted Shopping Center, Chicago, Illinois.

1.2 Inducement. Guarantor hereby acknowledges receipt of an executed copy of the Lease and that the Lease will economically benefit Guarantor. This Guaranty is made by the Guarantor in order to induce Landlord to enter into the Lease.

### II. THE GUARANTY

#### 2.1 Guaranty.

2.1(a) Guarantor hereby absolutely and unconditionally guarantees the full and prompt payment of the Monetary Obligations (as hereinafter defined) for the first through third Operating Years (as such term is defined in the Lease).

2.1(b) For purposes hereof, the term "Monetary Obligations" means each installment of Monthly Base Rent (as defined in the Lease) when and as the same become due under the terms of the Lease.

### III. OTHER PROVISIONS

3.1 Actions by Landlord Not to Affect Liability. The liability of Guarantor hereunder shall not be affected by:

3.1(a) Any extension in the time for making any payment due under the Lease or acceptance of partial payment from Tenant;

3.1(b) The failure during any period of time whatsoever of Landlord to attempt to collect any amount due under the Lease from Tenant or to exercise any remedy available under the Lease or any other security instrument given as security for performance of the Lease, in the event of a default in the performance by Tenant of the terms of the Lease;

3.1(c) Landlord's consent to (i) any assignment or successive assignments of the Lease, or (ii) any subletting or successive sublettings of the Premises;

3.1(d) Any assignment or successive assignments of Landlord's interest under the Lease (whether absolute or as collateral);

3.1(e) Landlord's consent to any changed, expanded or different use of the Premises;

3.1(f) The assertion by Landlord against Tenant of any rights or remedies reserved or granted to Landlord under the Lease, including the commencement by Landlord of any proceedings against Tenant;

3.1(g) Any subletting of the Premises or any part thereof, or any assignment or other transfer, by operation of law or otherwise, of any or all of the Tenant's interest in the Lease;

3.1(h) Any dealings, transactions or other matters occurring between Landlord and Tenant; or

3.1(i) The invalidity or unenforceability of the Lease, or any disability or other defense of Tenant thereunder.

3.2 Waivers. Guarantor hereby expressly waives:

3.2(a) Notice of acceptance of this Guaranty;

3.2(b) Presentment, demand, notice of dishonor, protest and notice of protest, and all other notices whatsoever, including, without limitation, notice of any event or matter described in Section 3.1 hereof.

3.2(c) Any and all claims or defenses based upon lack of diligence in:

(i) collection of any amount the payment of which is guaranteed hereby;

(ii) the discharge, liquidation or reorganization of Tenant in bankruptcy or the rejection of the Lease by Tenant or a trustee in bankruptcy; or

(iii) the discharge or bankruptcy of any other guarantor of the Lease;

(iv) any other matters described in 3.1 above; and

3.2(d) Any and all defenses of suretyship.

3.3. Nature of Remedies. No delay or omission on the part of Landlord in the exercise of any right or remedy hereunder shall operate as a waiver thereof. All remedies of Landlord hereunder shall be in addition to, and exercisable consecutively or concurrently in any combination with, any and all remedies available to Landlord by operation of law or under the Lease, and Landlord may exercise its remedies hereunder against Guarantor without the necessity for any suit or proceedings of any kind or nature against the Tenant or any third party or exhaustion of any remedies against Tenant or any third party.

3.4 No Subrogation. Guarantor shall not be subrogated to any of the rights of Landlord under the Lease or in or to the Premises or to any other rights of Landlord by reason of any of the provisions of this Guaranty or by reason of the performance by Guarantor of any of his, her, its or their obligations hereunder and Guarantor shall look solely to Tenant for recoupment.

3.5 Assignment. This Guaranty shall not be assignable by Guarantor, but shall be binding upon the heirs, legal representative, legatees, successors and assigns of Guarantor. This Guaranty shall be assignable by Landlord and shall inure to the benefit of its successor and assigns.

3.6 Governing Law. This Guaranty shall be governed by, and construed in accordance with, the law of the State of Illinois.

3.7 Jurisdiction. Guarantor hereby submits to personal jurisdiction in the State of Illinois for the enforcement of this Guaranty.

3.8 Severability. If any term, restriction or covenant of this Guaranty is deemed illegal or unenforceable, all other terms, restrictions and covenants and the application thereof to all persons and circumstances subject hereto shall remain unaffected to the extent permitted by law; and if any application of any term, restriction or covenant to any person or circumstances is deemed illegal, the application of such term, restriction or covenant to other persons and circumstances shall remain unaffected to the extent permitted by law.

3.9 Modification. This Guaranty shall not be modified by oral agreement, but only by written amendment executed by Landlord and Guarantor.

3.10 Joint and Several Liability. If this Guaranty is made by more than one party, then each Guarantor agrees that the obligations and liabilities of each Guarantor under this Guaranty shall be joint and several and any action to enforce this Guaranty

may be brought against either or all Guarantors without any reimbursement or joinder of Tenant or the other Guarantors in such action.

3.11 Limitation on Liability. Notwithstanding anything contained herein to the contrary, Guarantor's liability under this Guaranty shall be limited to all Monetary Obligations payable by Tenant for the first through third Operating Years. This Guaranty does not guaranty any obligation of Tenant in the event Landlord exercises any acceleration rights under the Lease during the first three (3) Operating Years other than any sums due at any given time through the first three (3) Operating Years as if the Tenant's obligations had not been accelerated.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of the day and year first above written.

JENNIFER CHICAGO, L.P.,  
an Illinois limited partnership

BY: JENNIFER CHICAGO MANAGEMENT <sup>LTD</sup>  
CORP., an Illinois corporation,  
its General Partner

By: [Signature] President

ATTEST: [Signature]  
Secretary

Federal Employer Identification  
Number: \_\_\_\_\_

GUARANTOR'S ACKNOWLEDGMENT

STATE OF New York) ) SS  
COUNTY OF New York)

I, Owen Wincig, a Notary Public in and for  
and residing in said County and State, DO HEREBY CERTIFY THAT  
Harley Greenfield and Bernard Wincig  
personally known to me to be the \_\_\_\_\_ President and  
Secretary of JENNIFER-CHICAGO, LTD.,  
an Illinois corporation, which is personally known to me to be the  
general partner of JENNIFER CHICAGO, L.P., an Illinois limited  
partnership, and personally known to me to be the same persons  
whose names are subscribed to the foregoing instrument as such  
President and \_\_\_\_\_ Secretary, appeared  
before me this day in person and acknowledged that they signed and  
delivered said instrument as their own free and voluntary act and  
as the free and voluntary act of said corporation; and the said  
Secretary acknowledged that he, as custodian of the  
corporate seal of said corporation, did affix said corporate seal  
to said instrument as his own free and voluntary act and as the free  
and voluntary act of said corporation for the uses and purposes  
therein set forth.

GIVEN under my hand and notarial seal this 2nd day of August, 1991.

notarial seal this 2nd day of April  
America  
 \_\_\_\_\_  
 Notary Public

My Commission Expires:

OWEN WINCIG  
Notary Public, State of New York  
No. 31-4714599  
Qualified in New York County  
Commission Expires Feb. 28, 1994