

ORIGINAL

Number 3 of

3 executed

counterparts.

PH-COFT.AM1

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE made and entered into as of the 22nd day of November, 1995, by and between GIFFORD INVESTMENT CO., AGENT for beneficiary(ies) under Trust Agreement dated June 1, 1987, and known as Trust Number 102674-09, with American National Bank and Trust Company of Chicago, Trustee ("Landlord") and J. C. SCHAUMBURG, INC., an Illinois corporation ("Tenant"),

WITNESSETH:

WHEREAS, on February 18, 1992, Landlord and Tenant entered into a certain Lease for the premises commonly known as 695 East Golf Road, Schaumburg, Illinois (the "Premises") consisting of approximately 3,800 rentable square feet of Floor Area located in the building commonly known as the Golf Road Center, in Schaumburg, Illinois (the "Shopping Center"), for a Term commencing April 11, 1992, and ending on July 31, 2002, with two five (5) year Option Terms (the "Lease"); and

WHEREAS, the Tenant desires to reallocate its rental obligations under the Lease by amending the Lease as hereinafter provided and the Landlord is agreeable thereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

1. All of the foregoing WHEREAS clauses be and are incorporated hereby by reference as though the same were fully set forth.

2. Effective on the date hereof, the Lease is amended as follows:

a. Notwithstanding anything to the contrary contained in Subsection 1.1.14 or in any other portion of the Lease, Monthly Base Rent for the period January 1, 1996, through December 31, 1998, shall be payable, as follows:

01/01/96-12/31/96	\$5,362.50
01/01/97-07/31/98	\$6,256.25
08/01/98-12/31/98	\$6,832.08

b. Section 1.1.15, PERCENTAGE RENT RATE, is deleted and the following is inserted in its place and stead:

1.1.15 PERCENTAGE RENT RATE: Three percent (3%) in excess of the Breakpoint.

Operating Year:

Primary Term

Breakpoint

Years 1-3

\$1,400,000.00

Years 4-6

\$1,000,000.00

<u>Primary Term</u>	<u>Breakpoint</u>
Years 7-9	\$1,100,000.00
Year 10	\$1,210,000.00
<u>First Option Term</u>	<u>Breakpoint</u>
Years 11-12	\$1,210,000.00
Years 13-15	\$1,330,993.00
<u>Second Option Term</u>	<u>Breakpoint</u>
Years 16-18	\$1,464,097.00
Years 19-20	\$1,610,503.00

3. Tenant represents that Tenant has not dealt with any real estate broker, sales person, or finder in connection with this First Amendment to Lease other than Gifford Investment Co. and no such person initiated or participated in the negotiation of this First Amendment to Lease. Tenant hereby agrees to indemnify and hold harmless Landlord, the Owner of the Shopping Center and its beneficiaries, and their partners, shareholders, officers and directors from and against any and all liabilities and claims for commissions and fees arising out of a breach of the foregoing representation.

4. In all other respects the Lease is hereby ratified and affirmed.

5. Upon the execution hereof, this First Amendment to Lease shall become an integral part of the Lease.

6. Except as expressly provided herein, all of the terms and provisions of the Lease, as amended from time to time, shall remain in full force and effect. In the event of any conflict or inconsistency between the terms of the Lease and this First Amendment to Lease, the terms of this First Amendment to Lease shall prevail.

7. This First Amendment to 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 First Amendment to Lease to 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 beneficiary(ies) 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 beneficiary(ies) of said trust or its agent on account hereof, or on account of any covenants, undertakings, 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 the 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 the Lease. Such trustee hereby confirms that its beneficiary(ies) has authority to manage the Shopping Center and has designated GIFFORD INVESTMENT CO. as agent for the beneficiary(ies) in connection with the management of the Shopping Center.

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

LANDLORD:

TENANT:

GIFFORD INVESTMENT CO., AGENT,
as aforesaid

J. C. SCHAUMBURG, INC.
an Illinois corporation

By *Alan J. Hunt*
President
General Partner

By *[Signature]*
President
ATTEST:

Secretary