

7.

Industrial Building Lease

Date of Lease: 7/27/2010

Terms of Lease: *Beginning:* 8/01/2010
Ending: 7/31/2013

Location of Premises: 15641 71st Ct. Orland Park, IL 60462

Building Information: *Total Square Feet of Premises:* 2,400 Square Feet
Total Building Area in which designated unit is located: 24,000 Square Feet

(PIN 28-18-309-012-0000; Vol. 31)

Lessee: ~~R~~amad Eltalla and Jacqueline Shahein (Husband and wife) 4 Tech Auto

Lessee Address: 10248 Southwest Highway, Chicago Ridge, IL 60415

Lessee Phone: H: (630) 330-3123 W: (708) 429-9919 C: (773)259-6656
Fax: (708) 429-9920

Lessor: Orland 71st Court Plaza, LLC

Lessor Address: 6053 W. 129th Place
Palos Heights, IL 60463

Lessor Phone: (708) 597-6818

Proposed Use of Premises: 4 Tech Auto Repair

Security Deposit: \$1,500.00 (Due upon execution of Lease), \$300.00 has been paid so \$1,200.00 is due upon signing of Lease.

Monthly Rent:

<u>From</u>	<u>- To</u>	<u>Amount</u>
8/01/10	- 7/31/11	-\$1,500.00
8/01/11	- 7/31/12	-\$1,575.00 plus \$2.50 tax stop
8/01/12	- 7/31/13	-\$1,650.00 plus \$2.50 tax stop

In consideration of the mutual covenants and agreements stated herein, Lessor hereby leases to Lessee the premises designated above solely for the purposes and term stated above.

LEASE COVENANTS AND AGREEMENTS

1. **RENT.** Lessee shall pay Lessor the above stated sum as rent for the premises, monthly in advance on the first day of each month, until termination of this lease. A penalty of \$25.00 shall be levied if rent is received by Lessor after the 5th day of the month and such penalty shall be due with Lessee's monthly rent. Lessee shall pay Lessor at the Lessor's address or such other address as Lessor may designate in writing. Lessee's obligation to pay rent is and shall remain independent of each and every other covenant of this lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against rents claimed due in any legal action.
2. **SECURITY DEPOSIT.** A security deposit stated above shall be held by Lessor to guarantee performance by Lessee of all terms and covenants of this lease. Lessee specifically agrees that Lessor may deduct from the security deposit all charges incurred by Lessor to repair items that Lessee was obligated to maintain and repair during the term of this lease. This security deposit will be refunded by Lessor at the end of the lease term less any charges against Lessee according to all terms of this lease and applicable Illinois statutes. In no event shall this deposit be used for payment of rent.
3. **CONDITION AND UPKEEP OF PREMISES.** Lessee has examined and knows the condition of the premises and has received the same in good order and repair, and acknowledges that no representations as to the premises' condition have been made by Lessor prior to or at the execution of this lease that are not expressed in this lease. Lessee agrees to keep the premises in good repair replacing all broken materials (including but not limited to glass, doors, walls, light bulbs, light fixtures, emergency light fixtures and batteries, and plumbing fixtures, etc.) with materials of equal quality. Lessee agrees to properly maintain furnaces and air conditioning units and shall provide Lessor with documentation that HVAC equipment filters have been changed on at least a semi-annual basis and that HVAC equipment has been inspected by a proper HVAC repairman on an annual basis. If in the Lessor's estimation HVAC equipment is damaged due to the Lessee's failure to provide proper maintenance and the Lessee cannot provide documentation of completing the maintenance procedures required under this lease, the Lessor may hold the Lessee liable for the replacement of the damaged equipment. If Lessee does not make repairs promptly and adequately as required by this lease, Lessor may make repairs and pay the costs for such repairs. In such event, the Lessee agrees to immediately reimburse Lessor for the costs incurred by Lessor for said repairs or equipment replacement. During the term of this lease, Lessee agrees to keep the premises and any alterations or additions as provided below, including adjoining outside areas, in a clean and healthy condition according to applicable municipal ordinances and the direction of the proper public officers, at Lessee's expense. Upon termination of this lease, Lessee agrees to return possession of the premises to Lessor in good condition and repair, ordinary wear accepted, and will deliver the keys to the premises to Lessor's address. Except as provided elsewhere, Lessor will be responsible for maintenance of the exterior of the building and grounds, including maintenance of the lawn, parking lot surfaces, roof and exterior lighting. Lessee shall assume responsibility for the removal of snow and ice from the walkway and parking lot of the premises immediately adjacent to the Lessee's unit.
4. **IMPROVEMENTS TO PREMISES.** Lessee may alter the interior of the premises, at Lessee's expense, only after submitting properly prepared plans to Lessor and receiving prior written approval of proposed planned improvements by Lessor. Such improvements may be completed by Lessee or contractors employed by or behalf of Lessee, and must comply with all municipal requirements, statutes, ordinances, and regulations. Lessor shall not be obligated to incur any expense for repair of said improvements. All alterations and additions to the premises will be considered permanent fixtures of the premises and shall remain for the benefit of Lessor unless otherwise provided for in this lease.
5. **WATER, GAS, ELECTRIC AND GARBAGE CHARGES.** Lessee is responsible for paying all water, natural gas, and electric bills charged for the premises during the term of this lease. In the event Lessee has not paid such bills, Lessor shall have the right to pay such outstanding balances and any amounts paid by Lessor shall be due to Lessor from Lessee immediately on presentation of such documentation. Lessee is responsible for maintaining and paying for the proper disposal of all garbage from the premises. Lessee agrees to refrain from storing any items outside of the premises and to utilize only covered commercial refuse containers approved by municipal ordinance outside of the premises that are free of odors and insects.

6. **PARKING AND SIGNAGE.** Lessee shall have the use of (8) parking spaces in the parking lot immediately abutting the leased premises. Lessor reserves final authority in designating parking spaces used by Lessee and his employees, agents and customers. If applicable, Lessor shall place on the exterior building sign, at Lessee's expense, Lessee's business name. All other signage desired by Lessee must be approved by Lessor and shall conform to all municipal signage ordinances.
7. **CERTIFICATE OF INSURANCE.** Lessee agrees to provide Lessor with a certificate of insurance listing Lessor as an additional insured on Lessee's business insurance policy. Lessee's business insurance policy shall have a minimum per incident limit of \$1,000,000.
8. **PROPERTY TAXES.** All property taxes shall be inclusive in the monthly gross rent for year one (1). Year two (2) and three shall have a tax stop value of \$2.50 per square foot. Lessee agrees to pay a prorated share of any increase in the property tax bill levied in excess of \$2.50 per square foot. Lessee's prorated share shall be based on the ratio the square foot area the premises bears in proportion to the total square footage of the building in which the premises is located. Sums due shall be paid to Lessor by Lessee within thirty (30) days after Lessor has provided Lessee copies of tax bills documenting this property tax increase. In addition, one twelfth (1/12) of such an annual tax increase for which Lessee is liable shall be added to Lessee's monthly rent amount due for the duration of the Lease term.
9. **ACCESS TO PREMISES.** Lessee shall allow Lessor free access to the premises during reasonable business hours for the purpose of examining, exhibiting, or repairing the premises as deemed necessary by Lessor.
10. **LESSEE'S MISUSE OF PREMISES.** Lessee will not allow the premises to be used for any purpose other than stated above or for a use that will increase the rate of insurance on the premises. Lessee will not excessively load the floors with machinery or goods so that floors are damaged. Lessee agrees to operate forklift trucks only on concrete surfaces outside of the premises and will, at Lessee's expense, repair any asphalt surfaces damaged by forklift trucks operated in relation to Lessee's business. Lessee agrees that no inflammable or explosive materials will be kept or used on the premises except as may be necessary for use in the Lessee's business and, in such case, any such substances will be used and stored in a safe manner and in accordance with applicable standards, statutes, and ordinances. Lessee will not permit the premises to be used for any unlawful purpose or for any purpose that will injure the reputation of the building or increase the fire hazard of the building or disturb the tenants or the neighborhood. Lessee will not allow any signs to be posted on the outside of premises without prior permission of Lessor. Lessee agrees that no dogs will be permitted on the premises without prior permission of Lessor.
11. **SUBLET AND ASSIGNMENT.** Lessee will not allow the premises to be occupied, in whole or in part, by any other person and will not sublet the same, in whole or in part, nor assign this lease or transfer the interest in the premises acquired through this lease without the prior written consent of Lessor.
12. **FIRE AND CASUALTY.** In the event the premises are rendered unusable during the term of this lease by fire or other casualty, Lessor at his option may terminate the lease or repair the premises within thirty days (30). If Lessor elects to repair the premises, this lease shall remain in effect provided such repairs are completed within thirty days (30). In such event, Lessee's rent shall be prorated for the portion of space and amount of time that the premise was rendered unusable. In the event that Lessor elects or is unable to repair the premises within thirty days (30) of casualty, rent shall be prorated and paid to the date such casualty occurred.
13. **LIENS.** Lessee will not permit any mechanic's lien or other lien to be placed on the premises or building improvements during the term of this lease and if such a lien is filed, Lessee will promptly pay such a lien. If Lessee defaults on payment of such a lien for more than thirty (30) days, after providing Lessee written notice, Lessor may exercise the option of paying such a lien without inquiring as to its validity and any amounts paid by Lessor shall be due to Lessor from Lessee immediately on presentation of such documentation.
14. **DEFAULT BY LESSEE.** If Lessee is in default in the payment of rent or any other covenant of this lease, Lessor shall provide written notice of said default and demand for Lessee to provide a cure of said default. If Lessee fails to provide such cure within the conditions set by Lessor, Lessor shall have the right to declare the lease term ended and reenter the premises with or without notice or process of law (to the extent permitted by law) and remove Lessee and any other persons without prejudice to any remedies which might otherwise be used for payment of rents due. Lessor shall at all times have the right to distrain for rent due and shall have a valid and first lien upon all personal property which Lessor now owns or acquires in the future which is subject to such distraint by law, as security for payment of the rents due under this lease. Furthermore, Lessee agrees that after such notice is served or the commencement of a suit or final

judgment for the possession of the premises is entered, Lessor may collect any rent due and such payment shall not waive or affect said notice, suit or judgment.

15. **ABANDONMENT AND RELETTING.** If Lessee abandons or vacates the premises or if Lessee's right to occupy the premises is terminated by Lessor by reason of Lessee's breach of the lease terms, the premises may be relet by Lessor according to terms Lessor deems fit, subject to Illinois statute. Lessee agrees to pay the costs incurred by Lessor for re-letting the premises and any monthly rental income deficiency that shall be suffered by Lessor during the remaining period of this lease as a result of Lessee's non-performance under this lease.
16. **HOLDING OVER.** At the termination of this lease, by whatever means, Lessee will immediately return possession of the premises to Lessor. Lessee agrees to pay Lessor one hundred dollars (\$100.00) per day as damages for every day Lessee retains possession of the premises past the lease term stated above. This provision shall not be construed as a waiver by Lessor of any right of re-entry under this lease nor as a waiver of the right to forfeit this lease.
17. **PAYMENT OF COSTS.** Lessee agrees to pay all reasonable costs, attorney's fees and expenses incurred by Lessor in enforcing the terms of this lease.
18. **CUMULATIVE RIGHTS.** The right and remedies of Lessor under this lease are cumulative and the use of any right provided in this lease shall not bar Lessor from the use of any other right or remedy under this lease or otherwise provided to Lessor by law.
19. **INDEMNITY FOR ACCIDENTS.** Lessee agrees that he will protect, save and forever keep Lessor harmless and indemnified against any penalty, damages or charges imposed for any violation of any laws or ordinances and from any loss, cost, claims, damage or expense arising from any accident or occurrence on or about the premises that was caused through either negligence or an intentional act on the part of Lessee.
20. **NON-LIABILITY OF LESSOR.** Except as provided by Illinois statute, Lessor shall not be liable for any damage resulting from Lessee's failure to keep the premises in good repair, nor for any damage resulting from plumbing, gas, water, sprinkler, or sewage pipes bursting or leaking in or about the premises. Lessor shall also not be liable for any damage resulting from water, snow, or ice being upon or coming through the roof. Lessor shall not be liable for any damages or claims arising from acts or negligence of any owners or occupants of adjacent or contiguous property.
21. **SUBORDINATION AND SUCCESSORS.** This lease is subordinate to all mortgages, which may now or hereafter affect the premises. This lease shall be binding upon Lessee's and Lessor's respective successors, heirs, executors, administrators, and assigns.
22. **SEVERABILITY.** Wherever possible, each provision of this lease shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this lease is judged to be invalid under applicable law, all other terms and provisions of this lease shall remain in force.
23. **OPTION TO RENEW.** Lessee shall have the option of renewing this lease with 60 days written notice for an additional 2-year period with all terms and conditions the same except for monthly rent amounts and tax stop values (Article 8) which shall be negotiated between Lessee and Lessor.
24. **ABATEMENT:** Lessor shall grant Lessee two months rental abatement at the start of this Lease.

IN WITNESS WHEREOF, the parties have executed this agreement in Orland Park, Illinois through their signature below on the date noted.

- ENMO ET ALIA
Name, Title
Company UTECH Auto
Lessee

Jacqui Shaker
Name, Title
Company UTECH Auto
Lessee

7-28-10
Date

Jacqui Bandyk Agent
Name, Title
Company Orland 71st Ct Plaza
Lessor

7-28-2010
Date

GUARANTEE

On this _____, 20 —, in consideration of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned guarantor personally guarantees the payment of rent and performance by Lessee all covenants and agreements of the above Lease.

Enmo Et Alia
Guarantor -

Jacqui Shaker
Guarantor