



VILLAGE OF HOMEWOOD

APPLICATION: NON-RESIDENTIAL ZONING REVIEW

2020 Chestnut Road, Homewood, IL 60430

PROPERTY INFORMATION

Street Address: 18661 Dixie Highway Homewood, IL 60430

Property Index Number(s): _____

Lot Size: 1250 sq. ft. _____ acres
If the subject property is multiple lots, provide the combined area.

Zoning District:
 R-1 R-2 R-3 R-4 B-1 B-2 B-3 B-4 M-1 M-2 PL-1 PL-2

Complete this section to determine your required review(s):

Is the subject property more than one lot held in common ownership?

yes no

→ If yes, lots held in common ownership should be consolidated

A Planned Development is required for development of lots >25,000 sf or located in the B-1 or B-2 Zoning Districts.

REQUESTED USE

Requested Use: Tattoo Studio

Gross Floor Area: 1250 sq. ft. Parking Provided: 5

Existing Use: vacant (formerly Time Quest - commercial assembly)

The requested use is:

- Permitted
- Limited
- Special
- Other:

SITE OR BUILDING CHANGES

Existing Development: N/A

Proposed Development Check all that apply. Provide a description and metrics below.
 New Construction Addition Site Alterations Exterior Building Alterations

Development Metrics	Existing	Proposed
Gross Floor Area (sq. ft):	_____	_____
Parking Spaces	_____	_____
Lot Coverage	_____	_____
Impervious Area (sq. ft.)	_____	_____
Impervious Coverage (%)	<u>0.0%</u>	<u>0.0%</u>

New construction?

yes no

→ If yes, requires Site Plan Review

Floor area increase is 20% or more?

yes no

→ If yes, requires Site Plan Review

Does the applicant elect to proceed as a Planned Development?

yes no

Is site circulation or parking impacted?

yes no

→ If yes, requires Site Plan Review

Is site landscaping impacted?

yes no

→ If yes, requires Site Plan Review

Exterior building alterations?

yes no

→ If yes, requires Appearance Review

ZONING RELIEF OR CHANGES

Zoning Variance or Amendment Describe any requested zoning relief or changes below.
N/A

The applicant requests:

- Variance
- Administrative Exception
- Zoning Text Amendment
- Zoning Map Amendment

APPLICANT

Name Robert Garrity
 Company INK-N-UM LLC.
 Address [REDACTED]
 Phone [REDACTED]
 Email [REDACTED]
 Role owner

PROPERTY OWNER

Name Imad Aboukheir
 Company Global Investment Properties Inc.
 Address P.O. BOX 611
WOLST A, IL. 60482
 Phone [REDACTED]
 Email [REDACTED]
 Check box if the applicant is the property owner

I acknowledge and attest that:

- » All the information and exhibits submitted with this application are true and accurate to the best of my knowledge;
- » Village representatives are permitted to make reasonable inspections of the subject property necessary to process this application;
- » I agree to pay all required fees;
- » No work may be done without first obtaining a Building Permit. All work shall be completed in accordance with Village Codes and Ordinances.

Robert Garrity [Signature] 8.23.23
 Applicant Name Applicant Signature Date

Staff Notes

Do not write below this line.

Fee: 150 Paid Date Received: 8/24/2023

CASE NO: 23-26 REQUEST: Special use permit

Comments/Conditions: Approved Approved with Conditions Denied Date: _____

CASE NO: _____ REQUEST: _____

Comments/Conditions: Approved Approved with Conditions Denied Date: _____

CASE NO: _____ REQUEST: _____

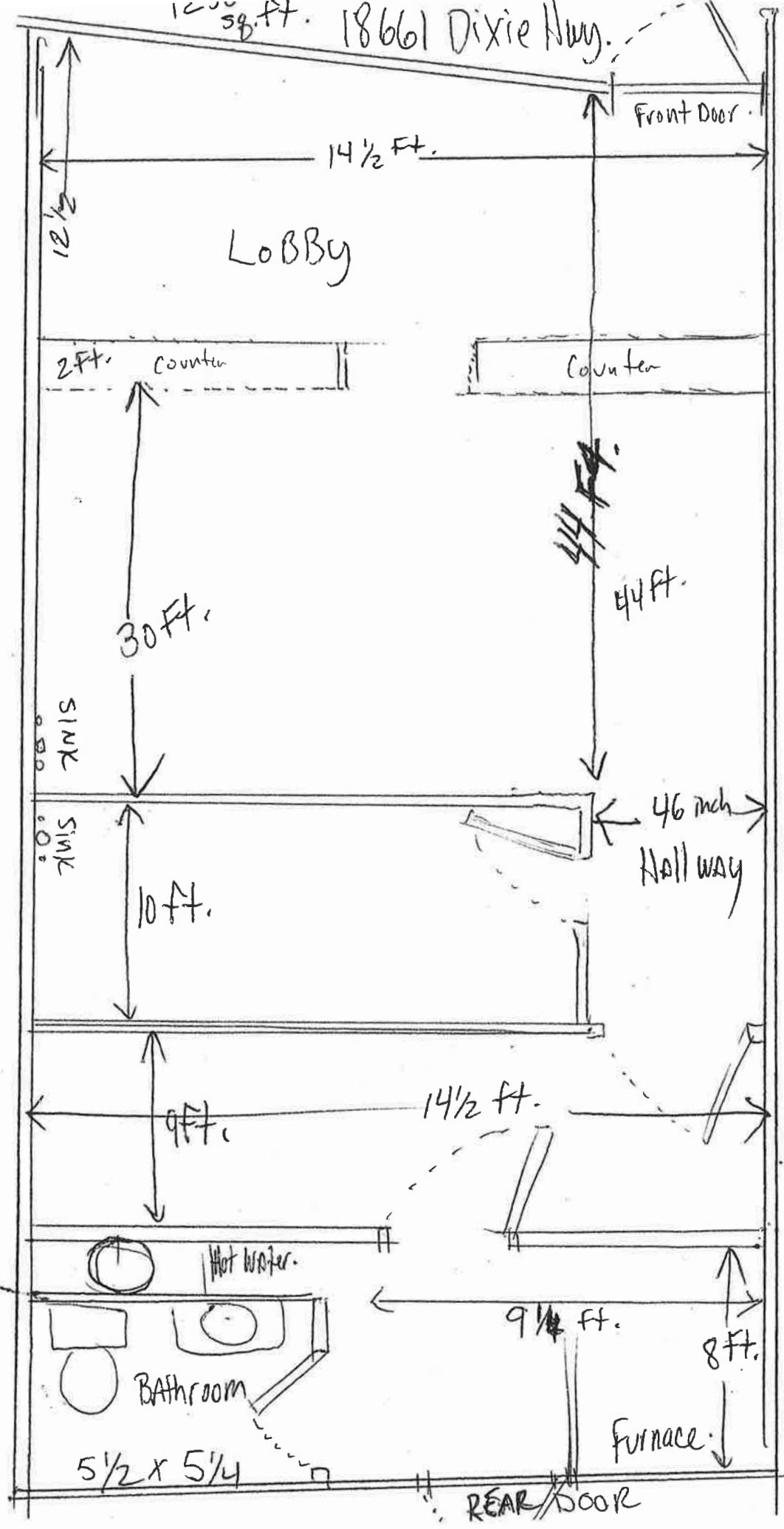
Comments/Conditions: Approved Approved with Conditions Denied Date: _____

This application has zoning approvals and may proceed to obtain Building Permits or a Certificate of Occupancy.

Name: _____ Signature: _____ Date: _____

Ink-N-Um LLC.

12.50 sq. ft. 18661 Dixie Hwy.





STANDARDS FOR:
SPECIAL USE

2020 Chestnut Road, Homewood, IL 60430

Street Address: 18661 S. Dixie Hwy _____	Homewood, IL 60430
Requested Use: Tattoo Parlor _____	Area: 1250 sq. ft.
Business Name: Ink-N-Um LLC _____	
Applicant Name: Robert Garrity _____	Date: 8/22/23 _____

Provide responses to each question below using complete sentences and specific to the proposed business and selected location.

The Planning and Zoning Commission and Village Board shall consider the following responses to the Standards for a Special Use in evaluating the application. No one is controlling.

1. Is the special use deemed necessary for the public convenience at this location?

Describe why this location is best-suited for your business to serve the community.

I was born and raised in homewood and have been a homeowner, raising my family here, for 23 years. While at my previous business address, I donated to charities, donated to raffles, and sponsored sports for the community. I would love to provide that same support in my hometown. I feel this location is on a well traveled through area, has ample parking, and is easy to access from the main street.

2. Is the special use detrimental to the economic welfare of the community?

Will the business have a negative impact on other businesses?

No, this business will attract more people who are seeking services from a well known professional tattoo business in Homewood. The old stereotypes of tattoos have been greatly diminished, particularly among Millennials and Gen Z, who are known for valuing authenticity and individuality. They see tattoos as a way to showcase their uniqueness. This artistic expression is more positive and accepting,

3. Will the special use be consistent with the goals and policies of the Comprehensive Plan?

Describe how your business fits with the goals and policies summarized on the attached sheet.

New and existing clients will be exposed to the multitude of Homewood businesses in the area. People will notice other establishments they may wish to patronize and spend their money.

4. Is the special use so designed, located, and proposed to be operated, that the public health, safety, and welfare will be protected?

Describe any neqative impacts, external to your business, that may result from it operating at this location.

Yes. This business was established more than a quarter-century ago. I maintained a clean, safe, welcoming environment; followed all professional standards; adhered to local ordinances and laws/ rules; and was an asset to the community.

5. Is the special use a suitable use of the property, and will the property will be substantially diminished in vaiue without the special use?

Describe why your business is best-suited for your this property.

Ink-N-Um LLC is well suited for this location. It will draw more people to the South Gate area for services, shopping, dining and more.

6. Will the special use cause substantial injury to the value of other property in the neighborhood in which it is located?

Will your business decrease the value of other properties?

My business will enhance the property and its surroundings.

7. Will the special use be consistent with the uses and community character of the neighborhood surrounding the property?

Describe how your business is compatible with its neighbors.

With this special use, I will be able to bring a business of 26 years and its customers — existing and new — to Homewood.

8. Will the special use be injurious to the use or enjoyment of other property in the neighborhood for the purposes permitted in the zoning district?

Describe any negative impacts, external to your business, that may result from it operating at this location.

This business will have no negative impact. It will only improve the vitality of the local economy.

9. Will the special use impede the normal and orderly development and improvement of surrounding properties for uses permitted in the zoning district?

Describe any negative impacts, external to your business, that may result from it operating at this location.

This business will not impede the development of surrounding properties.

10. Does the special use provide adequate measures of ingress and egress in a manner that minimizes traffic congestion in the public streets?

Describe how will customers get to and from your business.

Customers visiting 18661 Dixie Hwy. will have adequate access by vehicle, public transportation or pedestrian walkways.

11. Is the special use served by adequate utilities, drainage, road access, public safety and other necessary facilities?

A new business going into an existing development, may answer 'no.'

No.

12. Will the special use substantially adversely affect one or more historical, archaeological, cultural, natural or scenic resources located on the parcel or surrounding properties?

A new business going into an existing development, may answer 'no.'

No.

1999 COMPREHENSIVE PLAN

Below is an excerpt of the 1999 Comprehensive Plan containing those goals and objectives related to land use and community economic development which may be informative in the evaluation of special use permits.

Goal 1 - Land Use and Community Economic Development

Promote development of all remaining undeveloped property within the Village of Homewood for sound and orderly residential, commercial, and industrial development consistent with the Comprehensive Plan and the Future Land Use Map.

Objectives

- 1.1 - Recruit additional appropriate retail and industrial development for designated vacant commercial and industrial areas shown on the Future Land Use Map [current zoning map].
- 1.2 - Prepare a streetscape right-of-way plan for 183rd Street from the intersection of Dixie Highway to Governor's Highway to establish commercial "entryways" into the downtown central business district.
- 1.3 - Complete a plan to assess the potential for the Downtown to serve as a regional entertainment and "upscale" shopping district, serving residents within a 10-mile radius.
- 1.4 - Establish a transition zone surrounding the current downtown where, depending on market timing, changes in zoning from residential to commercial or mixed-uses would be favorably considered depending on specifics of the proposal.
- 1.5 - Complete an assessment of the success of the recent parking improvement actions to provide additional parking in the downtown and, if warranted, study the need and location of additional parking- both surface and elevated.
- 1.6 - Establish guidelines for appropriate mixed-use downtown development, including parking requirements, acceptable uses, and Village financing assistance (if deemed appropriate).
- 1.7 - Implement municipal utility improvements, especially storm water improvements, sidewalk construction/ replacement, streetscape, street tree plantings, and signage improvements.

2009 DOWNTOWN MASTER PLAN

Below is an excerpt of the 2009 Downtown Master Plan containing the objectives of the Master Plan. The Downtown Master Plan generally encompasses those areas zoned B-1 and B-2.

Master Plan Objectives

- » Sustain and enhance Downtown Homewood as a regional draw for the South Suburbs.
- » Encourage mixed-use development of key opportunity sites to create a more active "18-hour" downtown.
- » Increase commercial development to provide more goods and services for residents and visitors.
- » Increase commercial development to enhance the economic base of the Village.
- » Increase residential densities throughout Downtown to support transit use and new commercial activity.
- » Increase use of the Amtrak and Metra stations.
- » Encourage new residential development that provides a wider range of housing products in the Village, including apartments, condominiums, townhomes, and senior housing.
- » Enhance and increase open space within Downtown.
- » Significantly improve physical conditions by expanding streetscape improvements to all Downtown blocks, upgrading street furniture, and improving the pedestrian tunnel and viaducts under the tracks.
- » Improve pedestrian and vehicular access and circulation.

Ink-N-Um LLC will be providing tattoos and body piercings. The hours of operation will be Tuesday through Saturday 12:00pm - 9:00pm and closed on Sunday and Monday. The anticipated average and peak capacity is 1-~~20~~²⁵ people. Approximately 5 parking spacing may be utilized at one time.

Ink-N-Um LLC

Release and Consent Form

_____ I acknowledge by signing this release that I have been given full opportunity to ask any and all questions about any and all services offered by Ink-N-Um LLC. I am also satisfied that any and all of my questions have been answered to my total satisfaction. I specifically acknowledge that I have been advised of the fact set forth below and agree as follows.

_____ I acknowledge that I can not hold Ink-N-Um LLC or any employee or agent responsible for any reaction my body may have as a result from any product or service rendered. *including Covid-19 related issues.*

_____ I acknowledge that infection is always a possibility, Particularly in the event that I do not take proper care of any tattoo or piercing rendered by Ink-N-Um LLC. And in no way can hold any employee or agent of Ink-N-Um LLC liable for any expense incurred in case of treatment.

_____ I understand that the oral piercing of the tongue, lips, or any other area of the oral cavity carries serious risk of infection or damage to the mouth and teeth, or both infection and damage to those areas, that could result in but is not limited to nerve damage, numbness and life threatening blood clots. (section 12-10 of the criminal code of 1961)

_____ I acknowledge that a tattoo is permanent and can only be removed by a surgical procedure. And scarring and disfigurement may result from said procedure.

_____ I acknowledge that a piercing may leave a scar when removed and acknowledge that Ink-N-Um is not responsible for the-scar or any other complication that may arise.

_____ I certify that I have been truthful in representing my age for any service rendered and acknowledge that I am 18 years of age or older and have parental consent.

_____ I am aware that not all piercing and tattoo placement is perfect and variation can and do occur.

_____ I acknowledge that I do not have any of the following conditions: Pregnancy, Epilepsy, Hemophilia, HIV/AIDS, Diabetes, Cardiopulmonary disorders. I also certify that I have not been infected with hepatitis or jaundice with in the last six months and will reveal my HIV status for the safety of any employee of Ink-N-Um LLC.

_____ I certify that I am not under any drug or intoxicating substance at the time of any procedure rendered by Ink-N-Um LLC.

_____ I acknowledge that the obtaining of a tattoo or body piercing is my choice and is made of my own free will and consent to said procedure.

_____ I agree for myself, my heirs assignees and or legal representatives to release and forever hold harmless Ink-N-Um LLC and its employees or agents free of any and all claims, damages or legal actions arising from or in connection with any procedure, service or product from Ink-N-Um LLC.

_____ I here by give Ink-N-Um LLC permission to use photos of tattoos and /or piercings at their discretion and understand that my tattoo may be sent into various publications for promotional reasons or may be used in conjunction with Ink-N-Um.com.

Please Print!!!!

Name: _____ Birthday: _____

Street: _____ Phone: _____

City: _____ State: _____ Zip Code: _____

★ ~~_____~~ _____

Tattoo _____ Piercing _____

Signature: _____ Date: _____

Design: _____ Location: _____

**Parental or Legal Guardian Consent Form For Application
- Of Application of Tattoo or Piercing**

I, _____, the legal guardian, give INK-N-UM, an all its employees, full consent to tattoo or body pierce _____.

I have also read and agree to all terms and conditions of the release and waiver form on the reverse side.

Signed : _____ Date ____ / ____ / ____

Copy for Homewood
RETAIL LEASE

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RETAIL LEASE

1. PARTIES.

This Lease, dated as of this 1st of October, 2023, is made by and between ITAM Enterprises LLC ("Landlord"), and Inknum Inc. / Robert Garity ("Tenant").

2. LEASE OF PREMISES.

- (a) Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises shown on Exhibit "A" attached hereto and as further defined and described in Section 3(b) below.
- (b) This Lease is subject to the terms, covenants and conditions herein set forth and each party covenants as a material part of the consideration for this Lease to keep and perform each and all of its terms, covenants and conditions.

3. LEASE TERMS AND DEFINITIONS.

As used in this Lease, the following terms shall have the following meanings:

- (a) **Shopping Center:** The real estate and building of which the Premises (defined below) is a part and any other buildings and improvements on the real estate located at 18661 S Dixie Hwy Homewood, IL 60430, and as further described on "Exhibit A." The Shopping Center is known as Southgate Plaza
- (b) **Premises:** That portion of the Shopping Center contains approximately 1250 rentable square feet, shown by diagonal lines on Exhibit "A" and commonly known as 18661.
- (c) **Broker(s):**

Landlord's Broker: None

Tenant's Broker: None
- (d) **Landlord's Management Company** Landlord designates, and has engaged and retained:

Global Investment Properties Inc.
P.O Box 611
Worth, Illinois 60482

to manage, supervise and administer the Shopping Center on behalf of Landlord. All communications with respect to any matters relating to this Lease, the use, condition, occupancy, tenancy of the Premises and Shopping Center should be directed to Landlord's Management Company. Tenant shall deliver all Rents and make checks payable to Landlord's Management Company.

(e) **Landlord's Mailing Address**

Global Investment Properties Inc.
P O Box 611
Worth, Illinois 60482

(f) **Tenant's Mailing Address:**

Robert Garity /


(j) **Lease Term:** The Lease Term shall commence as of the Lease Term Commencement Date (defined below) and shall continue thereafter for a period of **one(5) years**. Tenant shall have **five (1) year option to extend the Lease Term**.

Tenant can cancel lease due to regulatory issues with 120 days advance notice due to landlord. In case of termination and cancellations, tenant will not remove any attached fixtures in the space which disturb the look of the space

(k) **Option to Renew.** Upon the expiration of the Lease Term, Tenant shall have the option to extend the Lease Term for five (5) consecutive one (1) year periods (each, a "Renewal Term"), provided, that, at the time Tenant exercises the option to extend the Lease Term or Renewal Term, or at the commencement of such Renewal Term, Tenant shall not be in default hereunder. As a condition to the valid exercise of this option to extend the Lease Term or Renewal Term, Tenant shall provide Landlord with written notice of Tenant's exercise of its option to extend the Lease Term or Renewal Term not less than one hundred eighty (180) days prior to the end of the Lease Term or Renewal Term, as applicable. Tenant's failure to timely notify Landlord, in writing, of Tenant's exercise of such option to extend shall be deemed a complete, absolute and final waiver by Tenant of such option.

(l) **Lease Term Commencement Date.**

- (i) **To Begin October 1, 2023**
6 weeks rent abatement (free rental for one month and half months) in place of all work done inside the premises paid by tenant in full.
- (m) **Base Rent (Section 4): \$1650.00 per month**
- (n) **Rental Adjustment Date (Section 4(d)):** The first day of the lease commitment date beginning the year after the first 12 months – A base rent increase by 4% of the previous year annually.
- (o) **Security Deposit (Section 5): \$ 1650.00**
- (q) **Use of Premises:** Tenant shall use the Premises for Tato Artist/body enhancement shop and shall not use or permit the Premises to be used for any other purpose.

4. BASE RENT AND ADJUSTMENTS.

- (a) Tenant agrees to pay to Landlord the Base Rent, without notice or demand, in advance, on or before the first day of each and every successive calendar month during the Lease Term or Renewal Term, commencing on the Lease Term Commencement Date, except the first month's rent shall be paid upon the execution of this Lease.
- (b) Base Rent for any period which is for less than one (1) month shall be a prorated portion of the Base Rent herein provided based upon the actual number of days in that month. All Base Rent shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America and at the place of Landlord's Management Company or any such place as Landlord may from time to time designate in writing.
- (c) Tenant shall pay, as additional rent, all sums required to be paid pursuant to the terms of this Lease, including Tenant's Proportionate Share of Taxes. All amounts required to be paid by Tenant hereunder are sometimes collectively referred herein to as "Rent" or "Rental."
- (d) The Base Rent set forth in Section 3(m) above shall be adjusted commencing on the First Rental Adjustment Date as follows:
 - (i) Year Two through Year five: three percent (4.0%) annual increases throughout
 - (v) Optional Renewal Term: Rent to be determined upon renewal.

5. SECURITY DEPOSIT.

Concurrently with Tenant's execution of this Lease, Tenant shall deposit with Landlord's Management Company, the Security Deposit. Said Security Deposit shall be held by Landlord as

security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be kept and performed by Tenant during the Lease Term or Renewal Term. If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of Rent, Landlord may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of any Rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said Security Deposit is so used or applied, Tenant shall, within five (5) days after written demand therefore, deposit cash with Landlord's Management Company in an amount sufficient to restore the Security Deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord or Landlord's Management Company shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on such Security Deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by Tenant, the Security Deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within thirty (30) days following expiration of the Lease Term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said Security Deposit to Landlord's successor in interest and thereafter shall be relieved of all responsibility with respect to the Security Deposit.

6. USES PROHIBITED.

- (a) Tenant shall not do or permit anything to be done in or about the Premises or Shopping Center nor bring or keep anything therein which is not within the permitted use of the Premises and Shopping Center which will in any way increase the existing rate of or affect any fire or other insurance upon the Shopping Center or any of its contents, or cause a cancellation of any insurance policy covering the Shopping Center or any part thereof or any of its contents.
- (b) Tenant shall not do or permit anything to be done in or about the Premises and Shopping Center which will in any way obstruct or interfere with the rights of other tenants or occupants of the Shopping Center or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises.
- (c) Tenant shall not commit or allow to be committed any waste in or upon the Premises.
- (d) Tenant is expressly prohibited from (i) storing, selling, using, bartering, trading or giving any intoxicating liquors in, on or from the Premises at any time, or (ii) permitting any other person or entity from doing any of same; unless advance notice is given to Landlord, adequate insurance is carried by Tenant (and evidence thereof given in advance to Landlord) and it does not violate any laws, codes, regulations, rules or ordinances.

7. COMPLIANCE WITH LAW.

Tenant shall not use the Premises or Shopping Center or permit anything to be done in or about the Premises or Shopping Center, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant.

8. ALTERATIONS AND ADDITIONS.

Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord. Any alterations, additions or improvements to or of said Premises, including, but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and belong to Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant, at Tenant's sole cost and expense, in a good and workmanlike manner in accordance with all applicable laws, codes and ordinances (including laws relating to the use of hazardous materials such as asbestos-containing materials), in accordance with all properly and timely obtained building permits, and diligently completed. Any expenses incurred by Landlord that result from alterations or additions made by Tenant without Landlord's written consent shall be the responsibility of the Tenant. Invoices for such expenses shall be paid within fifteen (15) days of receipt or Tenant shall be considered in default. Upon the expiration or sooner termination of the Lease Term or Renewal Term, Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the Lease Term or Renewal Term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

9. REPAIRS.

- (a) Except for any work or build out described in Exhibit "B" which is to be performed by Landlord, Tenant acknowledges and agrees that the Premises shall be leased hereunder as-is, where-is, without warranty as to physical condition, environmental condition, zoning, suitability for a particular purpose or any other matter whatsoever.
- (b) By executing this Lease, Tenant shall be deemed to have accepted the Premises as

being in good, sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair (except as hereinafter provided with respect to Landlord's obligations) including, without limitation, the maintenance, replacement and repair of any storefront, doors, window casements, glazing, plumbing, pipes, electrical wiring and lighting fixtures and conduits, heating and air conditioning system (when there is an air conditioning system). Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. All tenant improvements shall be removed from the Premises unless otherwise noted in a separate signed agreement. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

- (c) Notwithstanding any other provision herein, Landlord, at its expense, shall maintain and repair the structural portions of the Shopping Center, including the exterior walls and the structural portions of the roof, unless such maintenance and repair are caused in part or in whole by the act, neglect, fault or omission of any duty by the Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Except as provided in Section 25 below, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Shopping Center or the Premises or in or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

10. LIENS.

Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond, performance bond and/or payment bond in an amount equal to one and one-half (1-1/2) times the estimated cost of any improvements, additions, repairs or alterations in the Premises which Tenant desires to make, to insure Landlord against any liability for mechanics' and materialmen's liens and to insure completion of the work.

11. ASSIGNMENT AND SUBLETTING.

Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest, rights or entitlements herein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. Consent to one assignment, subletting, occupation or

use by any other person shall not be deemed to be a consent to any other assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of Landlord, constitute a default under the terms of this Lease. In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay Landlord reasonable fees, not to exceed One Thousand and No/100ths Dollars (\$1,000.00), incurred in connection with the processing of documents necessary to giving of such consent.

12. INDEMNIFICATION AND HOLD HARMLESS.

- (a) Tenant shall indemnify and hold harmless Landlord and Landlord's Management Company against and from any and all claims arising from Tenant's use of the Premises or from the conduct of Tenant's business or from any activity, work, or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord and Landlord's Management Company against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, or any officer, agent, employee, guest or invitee of Tenant, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against Landlord or Landlord's Management Company by reason of such claim, Tenant upon notice from Landlord shall defend Landlord and Landlord's Management Company, at Tenant's expense, by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause other than Landlord's negligence, and Tenant hereby waives all claims in respect thereof against Landlord and Landlord's Management Company. Tenant shall give prompt notice to Landlord and Landlord's Management Company in case of casualty, injury or accidents in the Premises.
- (b) Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Shopping Center or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Landlord, its agents, servants or employees. Landlord or its agents shall not be liable for interference with the light, air or for any latent defect in the Premises.

13. SUBROGATION.

As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party

shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

14. LIABILITY INSURANCE.

Tenant shall, at Tenant's expense, obtain and keep in force during the Lease Term or Renewal Term a policy of commercial general liability insurance (sometimes known as comprehensive public liability insurance) insuring Landlord, Landlord's Management Company and Tenant (and, if requested by Landlord, Landlord's lender) against any liability for bodily injury, property damage (including loss of use of property) and personal injury arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than \$500,000.00 per occurrence. The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Tenant may provide this insurance under a blanket policy, provided that said insurance shall have a Landlord's protective liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain same, but at the expense of Tenant. Insurance required hereunder shall be in companies rated A:XII or better as set forth in the most current "Best's Key Rating Guide." Tenant shall deliver to Landlord, prior to right of entry or possession, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No policy shall be cancelable or subject to reduction of coverage. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Landlord may carry. Landlord and Landlord's Management Company shall be named as additional insured on said insurance policies. Tenant shall provide to Landlord and Landlord's Management Company proof of such insurance or certificates of insurance annually or upon the request of Landlord or Landlord's Management Company.

15. UTILITIES.

Tenant shall pay for all their utilities including water, gas, electricity and any other utilities used by tenant. Landlord will deliver premises with working Air conditioning and Heating system /ensure the AC/heating system in working order and tenant will maintain a yearly filter/service for continuous maintenance.

16. PERSONAL PROPERTY TAXES.

Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the Lease Term or Renewal Term upon all of Tenant's leasehold improvements, equipment, furniture, fixtures and any other personal property located in the Premises. In the event any or all of Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (30) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

17. RULES AND REGULATIONS.

Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. Thirty days' notice will be given to comply by tenant. The rules and regulations shall be binding upon Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants or occupants.

18. HOLDING OVER.

If Tenant remains in possession of the Premises or any part thereof after the expiration of the Lease Term or Renewal Term with or without the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of one hundred and fifty percent (150%) of the last monthly Base Rent, plus Tenant's Proportionate Share of all Taxes and other expenses as set forth in Section 6 above, and upon all the terms hereof applicable to a month to month tenancy. There shall be a \$250.00 administrative fee associated with the administration of such tenancy.

19. ENTRY BY LANDLORD.

Landlord reserves, and shall at any and all times during business hours have, the right to enter the Premises to inspect the same with a 24 hour notice, to submit said Premises to prospective purchasers or tenants, to post notices of nonresponsibility, to repair the Premises and any portion of the Shopping Center of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. Landlord at any and all times shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property and any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

20. CONDITION OF PREMISES ON SURRENDER.

At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in as "broom-clean" condition as the Premises were on the Lease Term Commencement Date, reasonable wear and tear and loss due to acts of Landlord or casualty excepted, and shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of Rent, and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. Tenant shall repair any

damage to the Premises caused by the removal of Tenant's property from the Premises. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Lease Term or Renewal Term.

21. EVENTS OF DEFAULT BY TENANT.

The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- (a) The vacating or abandonment of the Premises by Tenant.
- (b) The failure by Tenant to make any payment of Base Rent, Tenant's Proportionate Share of Taxes and other expense, Rent, Rental or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of five (5) days after written notice thereof by Landlord to Tenant. Landlord shall charge Tenant, as additional Rent, seventy-five dollars (\$75.00) for each notice served. Any payment received by Landlord from Tenant shall be applied in the following order: first to any outstanding Late Charges (as described in Section 33(i) below), then to any payments of additional Rent (Tenant's Proportionate Share of Taxes and other expenses) and other charges due hereunder, and then to payment of Base Rent.
- (c) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in Section 22(b) above, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.
- (d) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

22. LANDLORD'S REMEDIES UPON TENANT'S DEFAULT.

In the event of any such default or breach by Tenant, Landlord may at any time thereafter, in its sole discretion, without statutory notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

- (a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorneys' fees; court costs and other expenses of legal proceedings; the worth, discounted to present value, of the amount by which the unpaid Base Rent and Tenant's Proportionate Share of Taxes and other expenses and other charges called for in this Lease for the balance of the Lease Term or Renewal Term less the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission or fee paid by Landlord and applicable to the unexpired Lease Term or Renewal Term of this Lease. Unpaid installments of Rent or other sums shall bear interest from the date due at the maximum legal rate.
- (b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Base Rent, Tenant's Proportionate Share of Taxes and other expenses and any other charges as may become due hereunder.
- (c) Landlord may elect with or without notice of such election, and with or without demand, to terminate this Lease and Tenant's right to possession of the Premises without terminating this Lease.
- (d) Upon any termination of this Lease or Tenant's right to possession, Tenant shall surrender possession to Lessor and vacate the Premises immediately, and if Tenant fails to surrender possession, Landlord may elect whether or not to re-enter the Premises.
- (e) If Tenant fails to surrender possession and Landlord elects not to re-enter the Premises, Tenant will pay as liquidated damages for the time such possession is withheld, 1.5 times the amount of the Base Rent plus Tenant's proportionate share of all Taxes and other expenses as set forth in paragraph 19, applicable at the time of termination of this Lease for each month or partial month during which Tenant retains possession of the Premises; provided, however, that this sub-paragraph shall not be held to be a waiver of Landlord's right of re-entry nor shall the receipt of any sums under this sub-paragraph operate as a waiver of the right to terminate this Lease. Tenant shall indemnify Landlord against all liabilities and damages sustained by Landlord by reason of such retention of possession.

- (f) If Tenant fails to surrender possession and Landlord does elect to re-enter the Premises, or if Tenant abandons the Premises, Landlord may re-enter after notice and compliance with the law. Such entry shall not be deemed to terminate this Lease or release Tenant, in whole or in part, from its obligation to pay Rent under this Lease and in any such case, Tenant shall pay to Landlord, at Landlord's election, a sum equal to the entire amount of the Rent due for the remainder of the Lease Term or Renewal Term of this Lease, plus any sums due for repairs, alterations, additions or redecorating of the Premises. Upon making such payment, Tenant shall be entitled to receive from Landlord all the rents received from subsequent tenants in the Premises during the remainder of the Lease Term or Renewal Term under this Lease; provided, however, that Tenant shall not be entitled to receive any money in excess of that paid by Tenant as the remainder of the Rent due under this Lease.
- (g) After re-entry by Landlord, Landlord may, but need not, re-let the Premises for the account of Tenant to any person or entity other than Tenant and for any such rent and upon such terms as Landlord shall determine in its sole and absolute discretion. Landlord shall not be required to accept any leases offered by Tenant or to observe any instructions given by Tenant in connection with such re-letting. Tenant shall, upon demand, pay to Landlord the cost of any repairs, alterations, additions or redecorating deemed by Landlord, in its sole and absolute discretion, to be necessary or desirable, together with all expenses of the re-letting. Nothing herein shall be deemed to waive the duty of the Landlord and Landlord agrees to mitigate damages which Landlord is obligated to do under this Lease.
- (h) Any and all property which may be removed from the Premises by Landlord pursuant to the authority of this Lease or of law, to which Tenant is or may be entitled, may be handled, removed or stored by Landlord at the risk, cost and expense of Tenant and Landlord shall in no event be responsible for the value, preservation or safekeeping of such property. Tenant shall pay to Landlord, upon demand; all expenses incurred in such removal and all storage charges so long as the same shall be in the possession of Landlord or under its control. Any such property owned by Tenant not removed from the Premises or retaken from storage by Tenant within thirty (30) days of the end of the term, however ended, or within thirty (30) days of the termination of Tenants right to possession without termination of this Lease, shall be presumed to have been conveyed by Tenant to Landlord under this Lease as a bill of sale without further payment or credit to Tenant; and Tenant will pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by Landlord, in enforcing the covenants and agreements of this Lease.
- (i) Pursue any other remedy or combination of remedies now or hereafter available to Landlord under the laws or judicial decisions of the State in which the Premises are located.

- (j) Landlord's rights and remedies hereunder or otherwise permitted by law shall be cumulative, and none of which shall exclude any other right or remedy allowed by law.

23. EVENTS OF DEFAULT BY LANDLORD.

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation. If the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In case of Landlord default, the Tenant has the right to terminate this Lease as a result of Landlord's default and Tenant's remedies shall be limited to actual damages.

24. RECONSTRUCTION.

- (a) In the event the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to forthwith repair same, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Base Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises. If the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of Base Rent.
- (b) In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall have the option: (1) to repair, reconstruct or restore the Premises, in which event this Lease shall continue in full force and effect, but the Base Rent shall be proportionately reduced, only in the case of business closing, as hereinabove provided in Section 25(a) during the period of such repair, reconstruction or restoration; or (2) to give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice and the Base Rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by Tenant in the Premises, shall be paid up to date of said such termination.

- (c) Anything to the contrary contained in this Section 25 notwithstanding, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Section occurs during the last twenty-four (24) months of the Lease Term or Renewal Term or any extension thereof. If landlord decided to repair , tenant will have to terminate lease.
- (d) Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any leasehold improvements, fixtures or other personal property of Tenant.

25. EMINENT DOMAIN.

- (a) If more than fifty percent (50%) of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, within sixty (60) days after said taking, to terminate this Lease upon thirty (30) days written notice. If either less than or more than fifty percent (50%) of the Premises are taken (and neither party elects to terminate as herein provided), the Base Rent thereafter to be paid shall be equitably reduced. If any part of the Shopping Center other than the Premises may be so taken or appropriated, Landlord shall within sixty (60) days of said taking have the right at its option to terminate this Lease upon written notice to Tenant.
- (b) In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which may be given on account of the reduction in the value of the leasehold, the taking of the fee or otherwise and Tenant shall have no claim against Landlord for the value of any unexpired portion of the Lease Term or Renewal Term.

26. PARKING AND COMMON AREAS.

- (a) Landlord covenants that parking available for the non-exclusive use of Tenant during the full Lease Term or Renewal Term or any extension thereof, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all of such Common Areas shall not constitute a violation of this covenant. Landlord reserves the right to change the entrances, exits, traffic lanes and the boundaries and locations of such Common Areas, provided, however, that anything to the contrary contained in this Section 27.
- (b) Tenant, for the use and benefit of Tenant, its agents, employees, customers, licensees and sub-tenants, shall have the non-exclusive right in common with Landlord, and other present and future owners, tenants and their agents, employees, customers, licensees and sub-tenants, to use said Common Areas during the entire Lease Term or Renewal Term, or any extension thereof; for ingress and egress, and automobile parking.

- (c) Tenant, in the use of said Common Areas, agrees to comply with such reasonable rules, regulations and charges for parking as Landlord may adopt from time to time for the orderly and proper operation of said Common Areas. Such rules may include, but shall not be limited to, the following: (i) the restricting of employee parking to a limited, designated area or areas; and (ii) the regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant.

27. SIGNS.

Tenant may affix and maintain upon the glass panes and supports of the show windows and within twelve (12) inches of any window and upon the exterior walls of the Premises only such signs, advertising placards, names, insignia, trademarks and descriptive material as shall have first received the written approval of Landlord as to type, size, color, location, copy nature and display qualities. Anything to the contrary in this Lease notwithstanding, Tenant shall not affix any sign to the roof. Tenant shall, however, erect one sign on the front of the Premises not later than the date Tenant opens for business. The design of such sign shall be prepared by Tenant in accordance with Landlord's sign criteria and shall be subject to the approval of Landlord, and compliance with all local zoning requirements. At the expiration of the Lease Term or Renewal Term, Tenant shall remove all signs and make all repairs necessary to restore the building facade to its original condition.

28. DISPLAYS.

Tenant may not display or sell merchandise or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts or to affix anything, including signage, to the roof of the building.

29. AUCTIONS.

Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Premises whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other insolvency proceeding.

30. HOURS OF BUSINESS.

- (a) Subject to the provisions of Section 25 above, Tenant shall continuously during the entire Lease Term or Renewal Term conduct and carry on Tenant's business in the Premises and shall keep the Premises open for business and cause Tenant's business to

be conducted therein during the usual business hours of each and every business day as is customary for businesses of like character in the city in which the Premises are located to be open for business; provided, however, that this provision shall not apply if the Premises should be closed and the business of Tenant temporarily discontinued therein on account of strikes, lockouts or similar causes beyond the reasonable control of Tenant. Tenant shall keep the Premises adequately stocked with merchandise, and with sufficient sales personnel to care for the patronage, and to conduct said business in accordance with sound business practice.

- (b) In the event of breach by Tenant of any of the conditions contained in this Section, Landlord shall have, in addition to any and all remedies herein provided, the right at its option to collect not only the Base Rent herein provided, but additional rent at the rate of one-thirtieth (1/30) of the Base Rent herein provided for each and every day that the Tenant shall fail to conduct its business as herein provided.

31. MERCHANTS' ASSOCIATION.

If a majority of tenants in the Shopping Center shall determine that it is in the best interests of the Shopping Center, Tenant will become a member of and participate fully in, and remain in good standing in the Merchants' Association (as soon as the same has been formed), organized for tenants occupying premises in the Shopping Center, and Tenant will abide by the regulations of such Association. Each member tenant shall have one (1) vote, and Landlord shall also have one (1) vote, in the operation of said Association. The objects of such Association shall be to encourage its members to deal fairly and courteously with their customers, to encourage ethical business practices and to assist the business of the tenants by sales promotion and center wide advertising. Tenant agrees to pay minimum dues to the Merchants' Association, provided however, that in no event shall the dues paid by Tenant in any fiscal year of said Association be in excess of twenty (20) cents per square foot of Premises leased to Tenant. Default in payment of dues shall be treated in similar manner to default in Rent with like rights of Landlord at its option to the collection thereof on behalf of the Merchants' Association.

32. GENERAL PROVISIONS.

- (a) **Plats and Riders.** Clauses, exhibits, schedules, plats, riders and addenda, if any, affixed to this Lease are a part hereof.
- (b) **Waiver.** The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such Rent.

- (c) **Joint Obligation.** If there be more than one Tenant, the obligations hereunder imposed shall be joint and several.
- (d) **Headings.** The headings and Section titles to the Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.
- (e) **Time.** Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.
- (f) **Successors and Assigns.** The covenants and conditions herein contained, subject to the provisions and limitations as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.
- (g) **Recordation.** Neither Landlord nor Tenant shall record this Lease, but a short form memorandum hereof may be recorded at the request of, or with the permission of, Landlord.
- (h) **Quiet Possession.** Upon Tenant's paying the Rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire Lease Term or Renewal Term, subject to all the provisions of this Lease.
- (i) **Late Charges.** Tenant hereby acknowledges that late payment by Tenant to Landlord of Base Rent, Tenant's Proportionate Share of " ", Taxes or other expenses or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of Rent or any Rent due from Tenant shall not be received by Landlord or Landlord's designee by the fifth (5th) day of the month that said amount is due, then Tenant shall pay to Landlord as additional rent, the sum of \$50.00, plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay Rent and/or other charges when due hereunder. Additionally, beginning on the tenth (10th) day of the month, an additional ten percent (10%) of the total monthly rent shall be due each month until all Rents are received. The parties hereby agree that such Late Charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such Late Charges by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.
- (j) **Prior Agreements.** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior

agreements, representations or understandings pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

- (k) **Inability to Perform.** This Lease and the obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God or any other cause beyond the reasonable control of Landlord.
- (l) **Partial Invalidity.** Any provision of this Lease which shall prove to be invalid, void, illegal or against public policy shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.
- (m) **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive, but shall, whenever possible, be cumulative with all other remedies at law or in equity.
- (n) **Choice of Law.** This Lease shall be governed by the laws of the State in which the Premises are located.
- (o) **Attorneys' Fees.** In the event of any action or proceeding is brought by Landlord seeking to enforce any provisions under this Lease or related to or arising out of this Lease, Landlord shall be entitled to recover its expenses and costs, including reasonable attorneys' fees, expert witness fees, court costs and other costs and expenses of or associated with such action or proceedings, including costs of appeal, if any. In the event of any action or proceeding is brought against Landlord by Tenant seeking to enforce any provisions under this Lease or related to or arising out of this Lease, if Landlord prevails in such action or proceeding, Landlord shall be entitled to recover its expenses and costs, including reasonable attorneys' fees, expert witness fees, court costs and other costs and expenses of or associated with such action or proceedings, including costs of appeal, if any.
- (p) **Sale of Premises by Landlord.** In the event of any sale of the Premises or Shopping Center by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale, and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease.

- (q) **Subordination; Attornment.** Upon request of Landlord, Tenant will in writing subordinate its rights hereunder to the lien of any mortgage or deed of trust, to any bank, insurance company or other lending institution, now or hereafter in force against the Premises or Shopping Center, and to all advances made or hereafter to be made upon the security thereof. In the event any proceedings are brought for foreclosure or in the event of the exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Premises or Shopping Center, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease. The provisions of this Section to the contrary notwithstanding, and so long as Tenant is not in default hereunder, this Lease shall remain in full force and effect for the full term hereof.
- (r) **Notices.** Wherever this Lease requires or permits notice or demand to be given by either party to the other, such notice or demand shall be in writing and given or served either personally or in writing forwarded by certified mail, return receipt requested, or by nationally recognized overnight carrier addressed to the parties at the addresses specified in Sections 3(d), 3(e) and 3(f) above. Either party may change such address by written notice to the other as herein provided.
- (s) **Tenant's Statement (Estoppel Certificate).** Tenant shall at any time and from time to time, upon not less than three (3) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the Rental and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (iii) setting forth the date of commencement of Rents and expiration of the Lease Term or Renewal Term. Any such statement may be relied upon by the prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part.
- (t) **Authority of Tenant.** If Tenant is a corporation, Limited Liability Company or other entity, each individual executing this Lease on behalf of Tenant represents and warrants that he or she has full authority to do so and that this Lease binds the corporation, Limited Liability Company or other entity. If Tenant is a partnership, each individual executing this Lease for Tenant represents and warrants that he, she or it is a general partner of the partnership, that he, she or it has full authority to sign for the partnership and that this Lease binds the partnership and all general partners of the partnership.
- (u) **Real Estate Taxes**

Lessor shall be responsible for payment of all property taxes levied on the building in which the premises is located up to a tax stop value \$2.75 per square foot. Lessee agrees to

pay a prorated share of any increase in the property tax bill levied in excess of \$2.70 per square foot. Lessee's prorated share shall be based on the ratio of 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 (1/12th) 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. In addition attorney fees for a successful tax appeal will be prorated among tenants in the same manner as the tax stop.

33. BROKERS.

Tenant warrants that it has had no dealings with any real estate brokers or agents in connection with the negotiation of this Lease excepting only the brokers named in Section 3(c) of this Lease, and Tenant represents that it knows of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Tenant shall indemnify and hold harmless Landlord for any undisclosed and unidentified real estate broker or agent commissions, fees, expenses, charges and liens.

34. COMPLIANCE.

- (a) The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, the Premises, the Shopping Center or the subject matter of this Lease including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.
- (b) Tenant agrees and covenants that Tenant will keep the Premises in a clean and healthful condition, free of any Hazardous Material (hereinafter defined) except such Hazardous Materials kept in compliance with Environmental Laws (hereafter defined), and will not engage in any conduct, events or actions which could interfere with or prevent compliance with Environmental Laws or with requirements relating to health, safety and protection of the environment, or which may give rise to any legal liability or otherwise form the basis of any claim, action, proceeding, hearing or investigation based on any condition or violation or alleged violation of Environmental Laws or requirements relating to health, safety and protection of the environment. For purposes hereof, the term "Hazardous Material" shall mean any health endangering mold or any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, as may be amended from time to time, any so-called "superfund" or "super lien" law, or any other law, statute, code, ordinance, order, rule or regulation or other requirement of any governmental authority as now or at any time

hereafter in effect regulating, relating to, or imposing obligations, liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material. For purposes hereof, "Environmental Laws" means any federal, state or local laws, ordinances or regulations governing or regulating Hazardous Material, pollution, the environment or public health. Tenant agrees (to the extent it is adjudicated to be at fault) to indemnify, defend and hold the Landlord forever harmless from and against any and all conditions, liabilities, demands, claims, actions or causes of action, assessments, losses, costs, damages or expenses, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future (whether by existing or subsequently-adopted federal, state or local statutes, ordinances, regulations or other requirements), including reasonable attorneys' fees, sustained or incurred resulting from or arising out of, relating to, or by virtue of any condition of the Premises, created by the Tenant (without limiting the generality of the foregoing, by means of arranging for the disposal or treatment of Hazardous Material), or Tenant's violation of the Environmental Laws existing or subsequently enacted, or Tenant's violation of requirements relating to health, safety and protection of the environment, including, but not limited to, those relating to the release or threatened release of Hazardous Material, or by reason of the imposition of any lien for the recovery of any costs expended related to the release or threatened release of Hazardous Material (or allegations of the release or threatened release of Hazardous Material).

35. NON-COMPETE.

Landlord agrees that it will not lease nor allow to be leased any space within the Shopping Center under its control to any other tenant whose primary business is a **Tato Artist/Body Enhancement facility** without the prior written consent of Tenant. For purposes of this Section, "primary" means that the gross revenue from such activities exceeds fifty percent (50%) of such tenant's total revenue.

36. Business License CONTINGENCY.

The tenant shall have thirty (30) days from the date of execution of this Lease within which to obtain a business license from the City of Homewood. Tenant shall apply for a business license no later than fifteen (15) days from the Lease execution date and shall diligently pursue same. If, within thirty (30) days from the Lease execution date Tenant is unable to obtain a business license from the city of Homewood, then Tenant shall be entitled to terminate this Lease and all monies deposited will be refunded, provided that written notice thereof is given to Landlord within said five (5) day period. If written notice is not given of Tenant's inability to obtain a business license from the City of Homewood within said thirty (30) day period, then this contingency shall expire and have no further force and effect.

ITAM Enterprise LLC

GUARANTY

18661
RLG.
SA

FOR VALUE RECEIVED, and in consideration of, and as an inducement for, the execution and delivery of the foregoing Retail Lease demising and leasing certain Premises located at ~~18659~~ S Dixie Hwy Homewood, Il. 60430, as shown on the Site Plan attached thereto as Exhibit "A" ("Lease"), between Itam Enterprises LLC ("Landlord"), and Fusion Robert Garity ("Tenant"), the undersigned ("Guarantor"), hereby guarantees to Landlord, its successors and assigns, the full and prompt payment of Base Rent (as defined in the Lease), Tenant's Proportionate Share of " , Taxes and other expenses (as those terms are defined in the Lease) and any and all other sums and charges payable by Tenant, its successors and permitted assigns under the Lease, and further hereby guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by Tenant, its successors and permitted assigns; and the Guarantor hereby covenants and agrees to and with Landlord, its successors and assigns, that if default shall at anytime be made by Tenant, its successors or permitted assigns, in the payment of any Base Rent (as defined in the Lease), Tenant's Proportionate Share of Taxes and other expenses (as those terms are defined in the Lease) and any and all other sums and charges payable by Tenant, its successors or permitted assigns under the Lease, or if Tenant should default in the performance and observance of any of the covenants, terms, conditions or agreements contained in the Lease, the Guarantor shall forthwith pay such Base Rent (as defined in the Lease), Tenant's Proportionate Share of " Taxes and other expenses (as those terms are defined in the Lease) and any and all other sums and charges payable by Tenant to Landlord, its successors and assigns, and any arrears thereof, and shall forthwith faithfully perform and fulfill all such terms, conditions and agreements, and shall forthwith pay to Landlord all damages that may arise in consequence of any default by Tenant, its successors and permitted assigns under the Lease, including, without limitation, all reasonable attorneys' fees and disbursements incurred by Landlord or caused by any such default and/or by the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional guarantee of payment and of performance. If another party has guaranteed the Lease, this shall be a joint and several guaranty. It shall be enforceable against the Guarantor without the necessity of any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant (or any other guarantor), its successors or permitted assigns, and without the necessity of any notice of nonpayment, nonperformance or nonobservance or of any notice of acceptance of this Guaranty or of any other notice or demand to which the Guarantor might otherwise be entitled, all of which the Guarantor hereby expressly waives; and the Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall not be terminated, affected, diminished or impaired by reason of the Lease or by relief of Tenant from any of Tenant's obligations under the Lease or otherwise (including, but not by way of limitation, the rejection of the Lease in connection with proceedings under the bankruptcy laws now or hereafter in effect).

This Guaranty shall be a continuing guarantee and the liability of the Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of the Lease, or by reason of any extension of

time that maybe granted by Landlord to Tenant, its successors or permitted assigns, or a changed or different use of the Premises (as defined in the Lease) consented to in writing by Landlord, or by reason of any dealings or transactions or matters or things occurring between Landlord and Tenant (or any other guarantor), its successors or permitted assigns, whether or not notice thereof is given to the Guarantor.

Landlord's consent to any assignment or assignments, and successive assignments by Tenant's assigns of the Lease made either with or without notice to the Guarantor, shall in no manner whatsoever release the Guarantor from any liability as Guarantor.

The assignment by Landlord of the Lease and/or the avails and proceeds thereof made either with or without notice to the Guarantor shall in no manner whatsoever release the Guarantor from any liability as Guarantor under this Guaranty.

All of Landlord's rights and remedies under the Lease or under this Guaranty are intended to be distinct, separate and cumulative and no such right remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. The obligations of the Guarantor hereunder shall not be released by the Landlord's receipt, application or release of security given for the performance and observance of covenants and conditions required to be performed and observed by Tenant under the Lease, nor shall the Guarantor be released by the maintenance of or execution upon any lien which Landlord may have or assert against Tenant and/or Tenant's assets.

In the event of any action or proceeding is brought by Landlord seeking to enforce any provisions under this Guaranty or related to or arising out of this Guaranty, Landlord shall be entitled to recover its expenses and costs, including reasonable attorneys' fees, expert witness fees, court costs and other costs and expenses of or associated with such action or proceedings, including costs of appeal, if any.

The Guarantor hereby submits to the jurisdiction of the courts of the State of Illinois, and hereby irrevocably appoints Tenant, and all persons of Tenant upon whom service of process may be served for service upon Tenant, their agents for the service of process in any action against the Guarantor arising out of this Guaranty. Pursuant to such service, suit may be brought against the Guarantor in the county and state in which the Premises are located. This provision does not affect any right to serve process upon the Guarantor in any other manner permitted by law.

GUARANTOR(S):

Robert Garrity

Printed Name

Robert Garrity

Signature

Social Security Number

PO Box 611
Worth, IL 60482
as Landlord.

By: Imad Aboukheir
Printed Name


Signature


By: _____
Printed Name

Signature

Date: _____, 20____

as Tenant.

By: Robert Garrity
Printed Name


Signature

Social Security Number

By: _____
Printed Name

Signature

Social Security Number

Date: _____, 20____

1250 58 ft. 18661 Dixie Hwy.

