



**Village of Mount Prospect
Planning and Zoning Commission
Regular Meeting Agenda
50 S. Emerson St. Mount Prospect, IL 60056**

October 24, 2024

Village Hall - 3rd Floor Board Room

7:00 PM

- 1. CALL TO ORDER**
- 2. APPROVAL OF MINUTES**
 - 2.1. PZ-11-24 / 950 E Rand Road / Conditional Use for a Drive-Through
 - 2.2. PZ-13-24 / 50 S Emerson Street / Text Amendments: Tobacco Establishments
- 3. NEW BUSINESS**
 - 3.1. PZ-16-24 / 1052 Center Drive / CU: Massage Therapy / Village Board Final
- 4. CITIZENS TO BE HEARD**
- 5. QUESTIONS AND COMMENTS**
- 6. ADJOURNMENT**

ANY INDIVIDUAL WHO WOULD LIKE TO ATTEND THIS MEETING BUT BECAUSE OF A DISABILITY OR NEEDS SOME ACCOMMODATION TO PARTICIPATE, SHOULD CONTACT THE VILLAGE MANAGER'S OFFICE AT 847|392-6000, EXTENSION 5307

CASE NO. PZ-11-24	Hearing Date: October 10, 2024
PROPERTY ADDRESS:	950 East Rand Road
PETITIONER:	Village of Mount Prospect
PUBLICATION DATE:	September 25, 2024
REQUEST:	Conditional Use for a Drive-Through 950 E. Rand Road
MEMBERS PRESENT:	William Beattie Ewa Weir Walter Szymczak Greg Miller Richard Rogers
MEMBERS ABSENT:	Joseph Donnelly Donald Olsen
STAFF MEMBERS PRESENT:	Charles Hogan – Development Planner Antonia Lalagos – Development Planner
INTERESTED PARTIES:	Lakeside Bank, Village of Mount Prospect

Chairman Beattie called the meeting to order at 7:06 PM. Commissioner Miller made a motion seconded by Commissioner Szymczak to approve the minutes from the Planning and Zoning Commission meeting on September 12, 2024. The minutes were approved 3-0 (Commissioners Miller and Rogers abstained).

Chairman Beattie introduced case number PZ-11-24 for a drive-through at 950 East Rand Road.

Mr. Hogan stated that the petitioner, Lakeside Bank, is requesting conditional use approval to re-establish a drive-through at 950 East Rand Road, an outlot of Mount Prospect Plaza. He stated that the property, zoned B-3 Community Shopping, operated as a drive-through Chase Bank from 2011 to 2020. He stated the proposal requires Village Board approval, and staff supports the request, believing it meets the necessary requirements for a conditional use.

Mr. Hogan then reviewed the conditional use application, detailing the existing site conditions, the minimal proposed changes, as well as the landscape plan, and drive-through stacking plan. He stated that Lakeside Bank intends to reopen the bank in largely the same form as when it was occupied by Chase. Mr. Hogan stated the landscape plan was updated in response to 2023 changes to Rand Road, and he stated staff was satisfied with the landscape improvements proposed by the applicant. Regarding traffic, Mr. Hogan stated that the drive-through is not expected to create any issues, as none were observed when Chase operated the location.

Mr. Hogan asserted that the proposed conditional use meets the standards contained in Section 14.203(F) of the Zoning Ordinance and requested that the Planning and Zoning Commission make a motion to adopt staff's findings as the findings of the Planning and Zoning Commission and recommend **approval** of the following motion:

"A conditional use to allow four drive-through lanes at the property commonly known as 950 East Rand Road, subject to the conditions detailed in the staff report."

Mr. Hogan stated that the Village Board's decision is final for this case.

After Mr. Hogan concluded his presentation, Chairman Beattie asked the commissioners to present any questions they have for Staff. Commissioner Weir stated she had some questions.

Commissioner Weir confirmed that the drive-through is existing.

Mr. Hogan responded in the affirmative, noting that it is existing but not in use.

Ms. Weir asked if any safety concerns were anticipated because of the two interior drives on the south side of the property, given that they are close to oncoming traffic on the widened Rand Road, and asked if one of the lanes could be restored as landscaping.

Mr. Hogan stated that staff did not request any changes because the site was previously functional.

Ms. Lalagos added that the two drive-through lanes were beneficial for stacking purposes, but stated the petitioner could respond if necessary.

Ms. Weir then asked if impervious surface had increased since Rand Road was widened.

Mr. Hogan stated that it had not.

No other commissioners asked questions of staff and the petitioner approached the podium.

The petitioner introduced himself as John Eilering, resident of 302 South Lancaster and manager of Lakeside Bank. His attorney, Colleen Doherty, also introduced herself.

Mr. Eilering provided details on his history with the banking business and stated his excitement to be operating a bank in Mount Prospect.

Chairman Beattie confirmed that no changes were proposed to the site when it is reactivated as a bank.

Mr. Eilering responded in the affirmative.

Commissioner Rogers asked for more details on Lakeside Bank.

Mr. Eilering explained the history of Lakeside Bank and why they decided to open a branch in Mount Prospect.

Commissioner Rogers responded by expressing his support for the opening of Lakeside Bank at this site.

Commissioner Weir then asked if the applicant could provide more details on the Landscape Plan.

Ms. Doherty explained the proposed planting mix and locations.

Commissioner Weir asked for more details on the signage plan, and specifically asked if all items were up to code.

Mr. Hogan explained that there was one concern with a directional sign that would be addressed by the applicant.

Hearing no further comments or questions, Chairman Beattie asked for a motion to approve the conditional use. Commissioner Miller made a motion seconded by Commissioner Szymczak to approve the following motion:

“A conditional use to allow four drive-through lanes at the property commonly known as 950 East Rand Road, subject to the conditions detailed in the staff report”

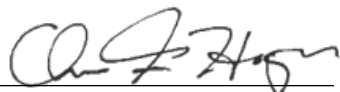
The Commission made a motion to adopt staff’s findings.

UPON ROLL CALL AYES: Szymczak, Weir, Beattie, Miller, Rogers
 NAYS: None

The Planning and Zoning Commission gave a positive recommendation (5-0) to the Village Board.

Commissioner Beattie then introduced a second item of new business which also received a positive recommendation (5-0).

Hearing no further discussion, Commissioner Miller made a motion seconded by Commissioner Szymczak and the meeting was adjourned at 7:36 PM.

A handwritten signature in black ink, appearing to read 'Charlie Hogan', written over a horizontal line.

Charlie Hogan, Development Planner

**MINUTES OF THE REGULAR MEETING OF THE
PLANNING & ZONING COMMISSION**

CASE NO. PZ-13-24 Hearing Date: October 10, 2024

PROPERTY ADDRESS: 50 South Emerson Street

PETITIONER: Village of Mount Prospect

PUBLICATION DATE: September 25, 2024

REQUEST: Text Amendments Chapter 14 of the Village Code
(Tobacco Establishments)

MEMBERS PRESENT: William Beattie
Ewa Weir
Walter Szymczak
Greg Miller
Richard Rogers

MEMBERS ABSENT: Joseph Donnelly
Donald Olsen

STAFF MEMBERS PRESENT: Charles Hogan – Development Planner
Antonia Lalagos – Development Planner

INTERESTED PARTIES: Village of Mount Prospect

Chairman Beattie called the meeting to order at 7:06 PM. Commissioner Miller made a motion seconded by Commissioner Szymczak to approve the minutes from the Planning and Zoning Commission meeting on September 12, 2024. The minutes were approved 3-0 (Commissioners Miller and Rogers abstained).

After hearing one item of new business, Chairman Beattie introduced case number PZ-13-24 for text amendments to the Village code.

Ms. Lalagos stated that Village staff is proposing text amendments for sections of the Village Code pertaining to tobacco and vape uses. She explained that the goal of the proposed code revision is to increase scrutiny of tobacco establishments in order to deter business owners from engaging in criminal activity and to further curb illegal sales of tobacco products to persons under twenty one (21) years of age. Ms. Lalagos noted that the staff report includes information about proposed changes in Chapter 14, Chapter 11, and Appendix A, but the Planning and Zoning Commission discussion will focus on Chapter 14, which is the zoning code.

Ms. Lalagos reviewed the current and proposed zoning land use table for tobacco uses. She noted that tobacco product sales and consumption as a primary use would no longer be permitted by right in any zoning district in the Village. Ms. Lalagos stated that tobacco shops would be a conditional use in B-3, B-4, B-5, and B-5C zoning districts, and vape shops would be a conditional use in B-3 and B-4 zoning

districts. She explained that establishments that sell tobacco products as an accessory use, such as grocery stores and gas stations, would not be subject to conditional use approval unless otherwise noted in the land use tables.

Ms. Lalagos reiterated that the Planning and Zoning Commission is not providing recommendations on the changes to Chapters 11 and Appendix A. She noted that Chapter 11 and Appendix A will be presented to the Village Board along with Chapter 14 changes on November 6th.

Ms. Lalagos asserted that the proposed text amendments meet the standards contained in Section 14.203(D) of the Zoning Ordinance and requested that the Planning and Zoning Commission make a motion to adopt staff's findings as the findings of the Planning and Zoning Commission and recommend **approval** of the following motion:

"To adopt the text amendments to Chapter 14 of the Mount Prospect Village Code."

Ms. Lalagos stated that the Village Board's decision is final for this case.

Chairman Beattie confirmed that the P&Z Commission was only making a recommendation with respect to Chapter 14. He asked if tobacco uses were currently allowed in any other district besides B3, B4, B5, and B5C.

Ms. Lalagos responded that tobacco uses are not permitted in B1, B2, or any industrial zoning district.

Chairman Beattie asked if existing tobacco and vape shops would need to apply for conditional use approval.

Ms. Lalagos stated that existing tobacco and vape shops would be permitted to continue as an existing nonconforming use. She explained that if the business changes location or is sold to another owner then it would need to obtain conditional use approval.

Chairman Beattie asked how many tobacco shops exist now as permitted uses.

Ms. Lalagos stated there are ten tobacco shops and two tobacco lounges. She added that most of the tobacco shops also sell vape products.

Chairman Beattie asked if the existing tobacco shops wanted to operate for the next 50 years they could continue operating as they exist today.

Ms. Lalagos replied yes. She reported that if the existing tobacco shops violated any provisions of Chapter 11 as it is written today, they could have their license revoked. Ms. Lalagos explained that the proposed text amendments are an additional step to ensure that shop owners are practicing their business legally.

Chairman Beattie asked if new tobacco establishments would have to come before the Planning and Zoning Commission and the Village Board.

Ms. Lalagos confirmed that a new establishment would have to come before the board to determine if it was an appropriate land use in that location, and in addition it would have to qualify for the business license with a background check and reference letters.

Chairman Beattie observed that these changes raise the bar for these types of businesses to open in the future.

Ms. Lalagos confirmed that the changes make it more restrictive.

Hearing no further comments or questions, Chairman Beattie closed the hearing and asked for a motion. Commission Miller made a motion seconded by Commissioner Szymczak to approve the following motion:

“To adopt the text amendments to Chapter 14 of the Mount Prospect Village Code.”

UPON ROLL CALL AYES: Szymczak, Weir, Beattie, Miller, Rogers
NAYS: None

The Planning and Zoning Commission gave a positive recommendation (5-0) to the Village Board.

Chairman Beattie asked if there were any citizens to be heard.

Hearing no further discussion, Commissioner Miller made a motion seconded by Commissioner Szymczak and the meeting was adjourned at 7:36 PM.



Antonia Lalagos, Development Planner



Item Cover Page

Subject	PZ-16-24 / 1052 Center Drive / CU: Massage Therapy / Village Board Final
Meeting	October 24, 2024 - REGULAR MEETING OF THE MOUNT PROSPECT PLANNING AND ZONING COMMISSION
Fiscal Impact (Y/N)	N
Dollar Amount	
Budget Source	
Category	NEW BUSINESS
Type	Action Item

Information

The petitioner (AMC II Investments RM LLC) is proposing a massage therapy establishment at 1052 Center Drive (the subject property). The space was formerly occupied by a massage establishment (Massage Envy) from 2013 to 2023. The storefront has been vacant since 2023, when Massage Envy moved from Randhurst Village to Mt Prospect Plaza. Because the subject property has been vacant for over six months, the petitioner must request a new conditional use approval to operate a massage establishment in this location. The proposed business meets the standards for a conditional use and therefore staff is supportive of the request.

Discussion

The petitioner, William Christy of AMC II Investments RM LLC, proposes to operate a 3,616 square foot "Hand & Stone" massage establishment at the subject property. The petitioner stated in the application that he currently operates four Hand & Stone franchise locations in the Chicago suburbs. The petitioner included a list of massage and facial services offered and stated that all service providers are required to pass Hand & Stone Code of Ethics training, provide a valid state license, and undergo a criminal record and employment reference check. The proposed Mount Prospect location will have twelve treatment rooms and will employ approximately twelve to twenty licensed providers, along with five to seven spa associates, and two spa managers. The proposed hours of operation are Monday – Friday 9AM to 10PM, Saturday 8AM to 9PM, and Sunday 8AM to 7PM.

The subject property is zoned B-3* Community Shopping Planned Unit Development (PUD). Sufficient parking is provided for this business use per the approved PUD. The petitioner proposes to use the existing floor plan with no interior or exterior renovations requiring a building permit. The Village will require a sign permit to install a new wall sign on the storefront.

The petitioner submitted a business license application and a massage therapy addendum according to the requirements of Village Code Chapter 11, Article 39 for Massage Establishments. The Police Department confirmed that the petitioner has met standards to

obtain a massage establishment business license.

To date, staff has not received public comment pertaining to the case.

Alternatives

1. Approval of the following motion: "A conditional use to operate a massage therapy establishment at 1052 Center Drive, subject to the following conditions:
 - a. The business shall hold a valid Mount Prospect business license;
 - b. Any massage therapist employed at the business establishment shall hold a valid massage therapist license with the State of Illinois;
 - c. Compliance with all applicable development, fire, building, and other Village Codes and regulations; and
 - d. A new conditional use approval shall be required for:
 - i. A change of ownership involving 50% or more of the officers or partners;
 - ii. A change in legal entity; or
 - iii. A change in location.
2. Action at the discretion of the Planning & Zoning Commission.

Staff Recommendation

Approval of a conditional use to operate a massage therapy establishment at 1052 Center Drive, subject to the conditions listed in the staff report.

Attachments

1. PZ-16-24 Staff Report
2. PZ-16-24 Administrative Content
3. PZ-16-24 Plans



DATE: October 17, 2024

CASE NUMBER

PZ-16-24

APPLICANT/PROPERTY OWNER

AMC II Investments RM LLC /
RREF III-P Randhurst Village LLC

PUBLIC HEARING DATE

October 24, 2024

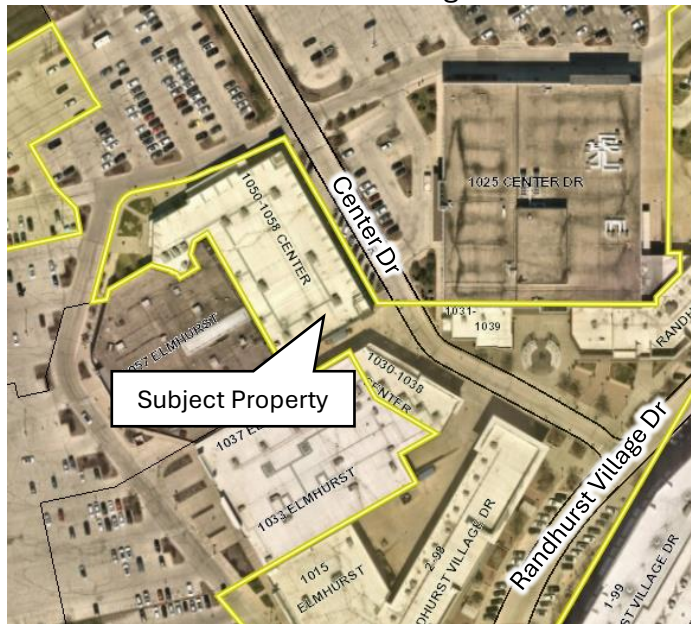
PROPERTY ADDRESS/LOCATION

1052 Center Dr

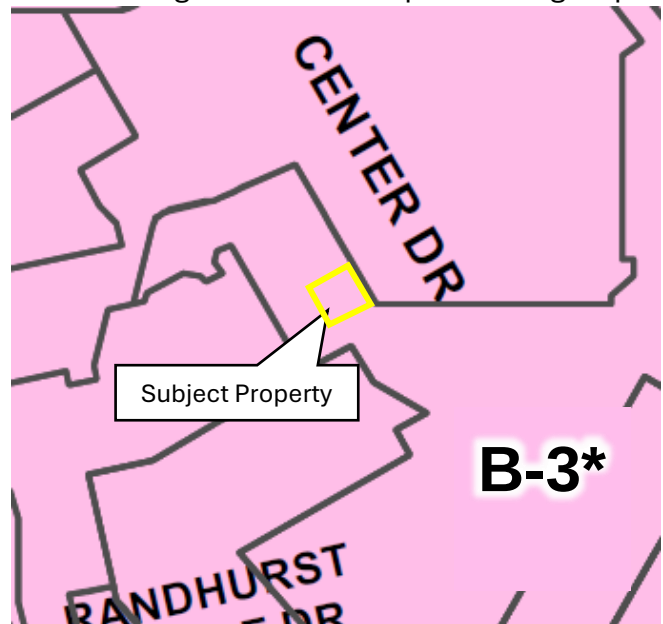
BRIEF SUMMARY OF REQUEST

The petitioner (AMC II Investments RM LLC) is proposing a massage therapy establishment at 1052 Center Drive (the subject property). Massage therapy businesses require conditional use approval to operate. The subject property is zoned B-3* Community Shopping PUD. The proposed business meets the standards for a conditional use and therefore staff is supportive of the request.

2024 Aerial Image



2024 Village of Mount Prospect Zoning Map



EXISTING ZONING

B-3* Community Shopping PUD

EXISTING LAND USE/ SITE IMPROVEMENTS

Shopping Center

SURROUNDING ZONING & LAND USE

North: B-3* Community Shopping PUD
East: B-3* Community Shopping PUD
South: B-3* Community Shopping PUD
West: B-3* Community Shopping PUD

SIZE OF PROPERTY

3616 SF (Tenant)

STAFF RECOMMENDATION

APPROVE

APPROVE WITH
CONDITIONS

DENY

DISCUSSION OF PROPOSAL

BACKGROUND / PROPERTY HISTORY

The subject property is a 3,616 square foot tenant space in Randhurst Village, a 1.2 million square foot lifestyle shopping center. The space was formerly occupied by a massage establishment (Massage Envy) from 2013 to 2023. The storefront has been vacant since 2023, when Massage Envy moved from Randhurst Village to Mt Prospect Plaza. Because the subject property has been vacant for over six months, the petitioner must request a new conditional use approval to operate a massage establishment in this location.

PROPOSAL

The petitioner, William Christy of AMC II Investments RM LLC, proposes to operate a 3,616 square foot “Hand & Stone” massage establishment at the subject property. According to the company website, Hand & Stone has over 550 franchise locations across the US and Canada. The petitioner stated in the application that he currently operates four Hand & Stone franchise locations in the Chicago suburbs. The petitioner included a list of massage and facial services offered and stated that all service providers are required to pass Hand & Stone Code of Ethics training, provide a valid state license, and undergo a criminal record and employment reference check. The proposed Mount Prospect location will have 12 treatment rooms and will employ approximately 12 to 20 licensed providers, along with five to seven spa associates, and two spa managers. The proposed hours of operation are Monday – Friday 9AM to 10PM, Saturday 8AM to 9PM, and Sunday 8AM to 7PM.

The subject property is zoned B-3* Community Shopping Planned Unit Development (PUD). Sufficient parking is provided for this business use per the approved PUD. The petitioner proposes to use the existing floor plan with no interior or exterior renovations requiring a building permit. The Village will require a sign permit to install a new wall sign on the storefront.

The petitioner submitted a business license application and a massage therapy addendum according to the requirements of Village Code Chapter 11, Article 39 for Massage Establishments.

STANDARDS AND FINDINGS

The Planning and Zoning Commission shall review the standards and findings of fact outlined in Exhibit A and 1) accept them without changes, 2) accept them with changes, or 3) reject the findings. The Planning and Zoning Commission shall use the findings of fact to guide their recommendation to the Village Board.

STAFF RECOMMENDATION

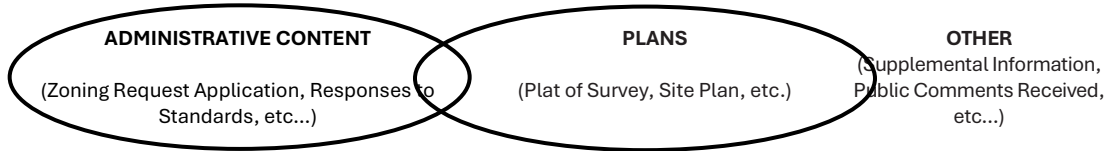
Staff finds that the proposed conditional use meets the standards contained in Section 14.203(F) of the Mount Prospect Zoning Ordinance. Staff requests that the Planning and Zoning Commission make a motion to adopt staff’s findings as the findings of the Planning and Zoning Commission and recommend **approval** of the following motion:

1. “A conditional use to operate a massage therapy establishment at 1052 Center Drive, subject to the following conditions:
 - a. The business shall hold a valid Mount Prospect business license;
 - b. Any massage therapist employed at the business establishment shall hold a valid massage therapist license with the State of Illinois;

- c. Compliance with all applicable development, fire, building, and other Village Codes and regulations; and
- d. A new conditional use approval shall be required for:
 - i. A change of ownership involving 50% or more of the officers or partners;
 - ii. A change in legal entity; or
 - iii. A change in location.

The Village Board's decision is final for this case.

ATTACHMENTS:



I concur:

Jason C Shallcross, AICP, CEcD
Director of Community Development

Exhibit A
Standards and Findings of Fact

Section 14.203(F) – Conditional Use Standards

No conditional use shall be recommended for approval by the planning and zoning commission unless it finds:

- 1) That the establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare;
- 2) That the conditional use will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located;
- 3) That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
- 4) That adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided;
- 5) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;
- 6) That the proposed conditional use is not contrary to the objectives of the current comprehensive plan for the village; and
- 7) That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the planning and zoning commission.

Petitioner's Findings:

The petitioner states in their application that all service providers are required to pass Hand & Stone Code of Ethics training, provide a valid state license, and undergo a criminal record and employment reference check. The petitioner asserts that the Hand & Stone location in Randhurst Village will enhance property values. The petitioner notes that the site is an existing vacant tenant space with adequate resources and ingress / egress. The petitioner states that the proposed use is not contrary to the objectives of the Comprehensive Plan, and that the business will conform to all other applicable regulations of the zoning district.

Staff's Findings:

Staff has reviewed the petitioner's request for a conditional use to operate a massage establishment and finds that the standards have been met. The Police Department confirmed that the petitioner has met standards to obtain a massage establishment business license. Staff finds that the proposal will not endanger public health, safety, morals, comfort, or general welfare. The proposed business will re-activate a vacant storefront that was previously approved for a massage therapy use. No changes are proposed for the interior or exterior that would impede improvement of the surrounding properties or cause traffic congestion in the public streets. Randhurst Village is designated "Corridor Commercial" in the future land use plan and the proposed personal services use is complimentary to the retail, restaurant, and entertainment uses in a lifestyle center.



PERMIT PROJECT

FILE #: 24-005414

1052 CENTER DR MOUNT PROSPECT IL 60056

THIS ADDRESS HAS AN OPEN FILE WITH AN EXPIRED PERMIT ON IT.,FEE OUTSTANDING ON PARCEL - CALL BUILDING TO SEE IF IT SHOULD HOLD UP THE TRANSFER

PZ-16-24: CU MASSAGE THERAPY



PERMIT #: PZZ24-000020

Permit Type

Zoning Request Application

Subtype

Zoning Request



Work Description:

PZ-16-24: CU Massage Therapy

Applicant

AMC II Investments RM LLC, DBA Hand And Stone - William Christy



Status

Under Review



Valuation

0.00



FEES & PAYMENTS

Plan Check Fees

250.00

Permit Fees

0.00

Total Amount

250.00

Amount Paid

250.00

Balance Due

0.00

☐ Non-Billable



PERMIT DATES

Application Date

09/23/2024

Approval Date

Issue Date:

Expiration Date:

Last Inspection

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ORDINANCE OR RESOLUTION

Ordinance or Resolution

Approval Ordinance or Resolution #

Approval Date

ZONING REQUEST(S) (Check all that apply)

☒ Conditional Use

Number of Conditional Uses

1

For

Type of Conditional Use

Other properties less than 1 acre

☐ Variation(s)

☐ Zoning Map Amendment

☐ Zoning Text Amendment

☐ Other

I hereby affirm that all information provided herein and in all materials submitted in association with this application are true and accurate to the best of my knowledge.

Signature

[signature.png](#)



FEES

FEE	DESC	QUANTITY	AMOUNT	TOTAL
Conditional Use Less than 1 acre fee				250.00
Plan Check Fees				250.00
Permit Fees				0.00
Total Fees				250.00

PAYMENTS

DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT
09/26/2024	Credi	8064234071	PZZ2	49118	AMC II In	250.00
Amount Paid						250.00
Balance Due						0.00

AFFIDAVIT

THIS AFFIANT, RREF III-P Randhurst Village, LLC, a Delaware limited liability company, being duly cautioned and sworn, deposes and says that:

1. Affiant is the record owner of the premises more fully described on Exhibit A attached hereto (the "Property").
2. Affiant has no knowledge of any unrecorded easement, or claim of easement, affecting the Property.
3. No person other than Affiant is in possession or has a right to possession of the Property other than tenants under those leases set forth on Exhibit B and Exhibit C attached hereto (each, a "Lease" and collectively, the "Leases"). Each Lease is subordinate to the mortgage being insured by the Lender's Policy Title Commitment No. CCHI2402202LI of Chicago Title Insurance Company (the "Commitment") by its terms or pursuant to a Subordination, Non-Disturbance and Attornment Agreement other than Home Depot, Old Navy, Bath & Body Works, PetSmart LLC, Michaels Stores, Inc. and DSW Shoe Warehouse, Inc. None of the tenants under the Leases has any right to purchase all or any portion of the Property other than Costco Wholesale Corporation, a Washington corporation, which has a right of first refusal with respect to its leased premises.
4. The Affiant is the landlord under the lease described on Exhibit C ("Tenant Lease"). There has been no default by RREF III-P Randhurst Village, LLC ("Village Tenant"), as tenant, under the Tenant Lease.
5. Any repair or improvement of the Property by Affiant within the last 180 days was completed and paid for, or will be paid for, in the ordinary course of business.
6. To Affiant's knowledge, there are no unpaid real estate taxes or assessments affecting the Property except those currently due and payable.
7. Affiant has not executed and delivered an unrecorded mortgage or other lien affecting the Property.
8. Other than the Leases, Affiant has not executed and delivered any unrecorded option to purchase, right of first refusal, contract of sale, agreement, covenant, trust or other document creating any unrecorded right, title, interest in, or encumbrance on, the Property.
9. No proceedings in bankruptcy or receivership have been instituted by or against the Affiant (or any of its constituent entities involved in the authorization of the loan from UBS AG, Stamford Branch to Affiant, RREF III-P Randhurst Village Tenant, LLC and RREF III-P Randhurst Village Finance, LLC (the "Loan")) which are now pending, nor has the Affiant (or any of its constituent entities involved in the authorization of the Loan) made any assignment for the benefit of creditors which is in effect as to the Property.
10. To Affiant's knowledge, Affiant has not received any written notice of violation of and is not aware of any violation(s) of any Covenants, Conditions, Restrictions, Grants or Easements, recorded or unrecorded, which affects the Property, in all cases which has not been resolved.

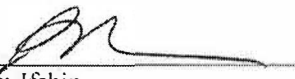
11. To Affiant's knowledge, any assessments, fees or private charges due and payable pursuant to any instrument referred to in Schedule B of the Commitment are paid in full as of the date hereof.

That in consideration of Chicago Title Insurance Company's willingness to insure the "Gap" (that period of time between the last search of the public records and the recording of the insured instruments) the undersigned agrees to indemnify and hold harmless said company against all loss or expense due to any lien or other encumbrance affecting title to the Property and caused by Affiant which first appears in the public records after the date and time of funding, the date of which is agreed to be August 6, 2024 (the "Funding") and the earlier to occur of (A) the date and time the documents creating the interest being insured have been filed for recording or (B) fifteen (15) days from the Funding.

THIS AFFIDAVIT is made for the purpose of inducing Chicago Title Insurance Company to issue a title insurance policy or policies, title policy endorsement or other title evidence, and if acting as escrow or closing agent, then to disburse any funds held as escrow or closing agent. Affiant hereby indemnifies and agrees to save harmless Chicago Title Insurance Company against any damages or expense, including reasonable attorney's fees, sustained as a result of any of the foregoing matters not being true and accurate in all material respects.

IN WITNESS WHEREOF, Affiant has executed and delivered this Affidavit as of the
6th day of August, 2024.

RREF III-P RANDHURST VILLAGE, LLC,
a Delaware limited liability company

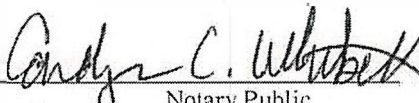
By: 
Adam Ifshin
President

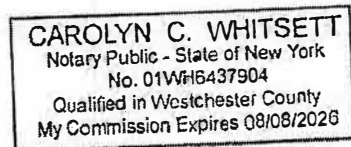
STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER)

The foregoing instrument was acknowledged before me on the 3 day of July, 2024 by
Adam Ifshin, who being authorized to do so, executed the foregoing instrument for the purposes
therein contained by signing his name.

WITNESS my hand and official seal this 3 day of July, 2024.

My Commission Expires: 8.8.26


Notary Public



[SIGNATURE PAGE TO OWNER'S AFFIDAVIT]
S-1

Exhibit A
Legal Description

A TRACT OF LAND BEING PART OF LOT 1 IN RANDHURST CENTER SUBDIVISION- NO. 1, BEING A RESUBDIVISION OF LOT ONE IN RANDHURST CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RANDHURST CENTER RESUBDIVISION – NO. 1 RECORDED JULY 24, 1987 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 87408581, AND LOTS 1, 2, 3, 4 AND 14, IN RANDHURST CENTER RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN RANDHURST CENTER NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2022 IN COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2211857001, AND THE EXTERIOR BOUNDARY OF SAID TRACT AND LISTED EXCEPTIONS THERETO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON PIPE WITH CAP AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF EUCLID AVENUE, (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) AS PRESENTLY ESTABLISHED, WITH THE EASTERLY LINE OF SAID LOT ONE IN SAID RANDHURST CENTER;

THENCE SOUTH 00 DEGREES 11 MINUTES 07 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID LOT ONE, A DISTANCE OF 2515.00 FEET TO A FOUND IRON PIPE WITH CAP ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST KENSINGTON AVENUE (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY), AS PRESENTLY ESTABLISHED;

THENCE LEAVING SAID EASTERLY LINE, NORTH 89 DEGREES 58 MINUTES 10 SECONDS WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF EAST KENSINGTON AVENUE, A DISTANCE OF 1521.60 FEET TO A FOUND IRON PIPE WITH CAP ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF EAST RAND ROAD (US ROUTE 12)(VARIABLE WIDTH PUBLIC RIGHT-OF-WAY), AS PRESENTLY ESTABLISHED;

THENCE ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF EAST RAND ROAD, THE FOLLOWING COURSES AND DISTANCES:

NORTH 67 DEGREES 56 MINUTES 02 SECONDS WEST, A DISTANCE OF 29.21 FEET TO A FOUND IRON PIPE WITH CAP;

NORTH 45 DEGREES 36 MINUTES 08 SECONDS WEST, A DISTANCE OF 168.11 FEET TO A FOUND IRON PIPE WITH CAP;

THENCE NORTH 34 DEGREES 56 MINUTES 42 SECONDS WEST, A DISTANCE OF 99.76 FEET TO A SET REBAR WITH CAP ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTH ELMHURST ROAD (ILLINOIS ROUTE 83)(100 FOOT WIDE PUBLIC RIGHT-OF-WAY), AS PRESENTLY ESTABLISHED);

THENCE NORTH 00 DEGREES 07 MINUTES 10 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID NORTH ELMHURST ROAD, A DISTANCE OF 2334.74 FEET

TO A CUT CROSS ON THE FOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF EUCLID AVENUE;

THENCE ALONG THE SOUTHERLY LINE OF EUCLID AVENUE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89 DEGREES 57 MINUTES 22 SECONDS EAST, A DISTANCE OF 499.93 FEET TO A SET REBAR WITH CAP;

ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 24505.35 FEET, THE CHORD OF WHICH BEARS SOUTH 88 DEGREES 45 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 1026.36 FEET, AN ARC LENGTH OF 1026.44 FEET TO A FOUND IRON PIPE WITH CAP;

SOUTH 87 DEGREES 35 MINUTES 47 SECONDS EAST, A DISTANCE OF 165.03 FEET TO A SET COTTON PICKER SPINDLE;

THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 24505.35 FEET, THE CHORD OF WHICH BEARS SOUTH 88 DEGREES 45 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 31.84 FEET, AN ARC LENGTH OF 31.84 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS COVERING THE RESULTING SUBJECT TRACT.

(BEARINGS BASED ON GRID NORTH, ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD'83, EAST ZONE).

EXCEPTING THE FOLLOWING FROM THE ABOVE-DESCRIBED PARCELS:

LOT 5 IN IN RANDHURST CENTER RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN RANDHURST CENTER NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2022 IN COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2211857001.

LOT 6 IN IN RANDHURST CENTER RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN RANDHURST CENTER NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2022 IN COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2211857001.

LOT 7 IN IN RANDHURST CENTER RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN RANDHURST CENTER NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2022 IN COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2211857001.

LOT 8 IN IN RANDHURST CENTER RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN RANDHURST CENTER NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2022 IN COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2211857001.

LOT 9 IN IN RANDHURST CENTER RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN RANDHURST CENTER NO. 1, BEING A SUBDIVISION OF PART

OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2022 IN COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2211857001.

LOT 10 IN IN RANDHURST CENTER RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN RANDHURST CENTER NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2022 IN COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2211857001.

LOT 11 IN IN RANDHURST CENTER RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN RANDHURST CENTER NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2022 IN COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2211857001.

LOT 12 IN IN RANDHURST CENTER RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN RANDHURST CENTER NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2022 IN COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2211857001.

LOT 13 IN IN RANDHURST CENTER RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN RANDHURST CENTER NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2022 IN COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2211857001.

LOT 15 IN IN RANDHURST CENTER RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN RANDHURST CENTER NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2022 IN COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2211857001.

AND ALSO EXCEPTING THE FOLLOWING:

PARCEL 29(**):

THAT PART OF LOT 1 IN RANDHURST CENTER RESUBDIVISION-NO. 1, BEING A RESUBDIVISION OF LOT ONE IN RANDHURST CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RANDHURST CENTER RESUBDIVISION - NO. 1 RECORDED JULY 24, 1987 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 87408581 LYING BELOW AN ELEVATION OF 670.55 (NAVD 88 DATUM) MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY SOUTHWEST CORNER OF ORIGINAL LOT 1 AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST,

ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 360.59 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 188.76 FEET; THENCE NORTH 04 DEGREES 04 MINUTES 56 SECONDS WEST, A DISTANCE OF 39.92 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 22.66 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 19.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 29 DEGREES 12 MINUTES 18 SECONDS EAST AND A LENGTH OF 21.40 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY, 30.22 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 325.11 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 59 DEGREES 49 MINUTES 45 SECONDS EAST AND A LENGTH OF 30.21 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 56 DEGREES 27 MINUTES 15 SECONDS EAST, A DISTANCE OF 42.41 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 37.52 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 294.91 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 43 DEGREES 06 MINUTES 11 SECONDS EAST AND A LENGTH OF 37.50 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 34 DEGREES 51 MINUTES 03 SECONDS EAST, A DISTANCE OF 72.03 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 154.45 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 422.95 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 15 DEGREES 01 MINUTES 34 SECONDS EAST AND A LENGTH OF 153.59 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 33.81 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 26.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 41 DEGREES 06 MINUTES 54 SECONDS EAST AND A LENGTH OF 31.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 39 MINUTES 56 SECONDS EAST, A DISTANCE OF 352.49 FEET TO A POINT OF CURVE; THENCE EASTERLY AND SOUTHEASTERLY, 12.40 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 11.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 71 DEGREES 26 MINUTES 54 SECONDS EAST AND A LENGTH OF 11.81 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY, 20.84 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 61.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 50 DEGREES 16 MINUTES 17 SECONDS EAST AND A LENGTH OF 20.74 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE SOUTH 59 DEGREES 58 MINUTES 01 SECONDS EAST, A DISTANCE OF 51.51 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY, 49.87 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 67.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 81 DEGREES 07 MINUTES 54 SECONDS EAST AND A LENGTH OF 48.74 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 42 MINUTES 13 SECONDS EAST, A DISTANCE OF 77.05 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 0.58 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 28.46 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 1.94 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 298.50 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A

DISTANCE OF 26.50 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 161.50 FEET; THENCE NORTH 60 DEGREES 01 MINUTES 21 SECONDS WEST, A DISTANCE OF 165.50 FEET; THENCE SOUTH 29 DEGREES 58 MINUTES 39 SECONDS WEST, A DISTANCE OF 460.00 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 139.00 FEET TO THE POINT OF BEGINNING,

PARCEL 30(**):

THAT PART OF LOT 1 IN RANDHURST CENTER RESUBDIVISION - NO. 1, BEING A RESUBDIVISION OF LOT ONE IN RANDHURST CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RANDHURST CENTER RESUBDIVISION- NO. 1 RECORDED JULY 24, 1987 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 87408581 LYING ABOVE AN ELEVATION OF 670.55 AND BELOW AN ELEVATION OF 691.55 (NAVD 88 DATUM) MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY SOUTHWEST CORNER OF ORIGINAL LOT 1 AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 360.59 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 188.76 FEET; THENCE NORTH 04 DEGREES 04 MINUTES 56 SECONDS WEST, A DISTANCE OF 39.92 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 22.66 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 19.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 29 DEGREES 12 MINUTES 18 SECONDS EAST AND A LENGTH OF 21.40 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY, 30.22 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 325.11 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 59 DEGREES 49 MINUTES 45 SECONDS EAST AND A LENGTH OF 30.21 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 56 DEGREES 27 MINUTES 15 SECONDS EAST, A DISTANCE OF 42.41 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 37.52 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 294.91 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 43 DEGREES 06 MINUTES 11 SECONDS EAST AND A LENGTH OF 37.50 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 34 DEGREES 51 MINUTES 03 SECONDS EAST, A DISTANCE OF 72.03 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 154.45 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 422.95 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 15 DEGREES 01 MINUTES 34 SECONDS EAST AND A LENGTH OF 153.59 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 33.81 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 26.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 41 DEGREES 06 MINUTES 54 SECONDS EAST AND A LENGTH OF 31.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 39 MINUTES 56 SECONDS EAST, A DISTANCE OF 352.49 FEET TO A POINT OF CURVE; THENCE EASTERLY AND SOUTHEASTERLY, 12.40 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS

OF 11.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 71 DEGREES 26 MINUTES 54 SECONDS EAST AND A LENGTH OF 11.81 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY, 20.84 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 61.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 50 DEGREES 16 MINUTES 17 SECONDS EAST AND A LENGTH OF 20.74 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE SOUTH 59 DEGREES 58 MINUTES 01 SECONDS EAST, A DISTANCE OF 51.51 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY, 49.87 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 67.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 81 DEGREES 07 MINUTES 54 SECONDS EAST AND A LENGTH OF 48.74 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 42 MINUTES 13 SECONDS EAST, A DISTANCE OF 77.05 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 0.58 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 28.46 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 300.44 FEET; THENCE SOUTH 29 DEGREES 58 MINUTES 39 SECONDS WEST, A DISTANCE OF 52.47 FEET; THENCE NORTH 60 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 18.67 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 100.84 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 59 DEGREES 52 MINUTES 46 SECONDS WEST, A DISTANCE OF 104.42 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 34.56 FEET; THENCE SOUTH 74 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 23.35 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 29 AS DEPICTED ON THIS TAX DIVISION PLAT; THENCE SOUTH 29 DEGREES 58 MINUTES 39 SECONDS WEST, ALONG SAID NORTHWESTERLY LINE OF PARCEL 29, A DISTANCE OF 9.45 FEET; THENCE SOUTH 15 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 82.59 FEET; THENCE NORTH 74 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 67.03 FEET; THENCE NORTH 29 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 53.93 FEET; THENCE SOUTH 60 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 15.17 FEET; THENCE NORTH 29 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 16.92 FEET TO THE POINT OF BEGINNING,

PARCEL 31(**):

THAT PART OF LOT 1 IN RANDHURST CENTER RESUBDIVISION- NO. 1, BEING A RESUBDIVISION OF LOT ONE IN RANDHURST CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RANDHURST CENTER RESUBDIVISION - NO. 1 RECORDED JULY 24, 1987 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 87408581 LYING ABOVE AN ELEVATION OF 691.55 AND BELOW AN ELEVATION OF 726.55 (NAVD 88 DATUM) MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST WESTERLY SOUTHWEST CORNER OF ORIGINAL LOT 1 AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 360.59 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 188.76 FEET;

THENCE NORTH 04 DEGREES 04 MINUTES 56 SECONDS WEST, A DISTANCE OF 39.92 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 22.66 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 19.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 29 DEGREES 12 MINUTES 18 SECONDS EAST AND A LENGTH OF 21.40 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY, 30.22 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 325.11 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 59 DEGREES 49 MINUTES 45 SECONDS EAST AND A LENGTH OF 30.21 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 56 DEGREES 27 MINUTES 15 SECONDS EAST, A DISTANCE OF 42.41 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 37.52 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 294.91 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 43 DEGREES 06 MINUTES 11 SECONDS EAST AND A LENGTH OF 37.50 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 34 DEGREES 51 MINUTES 03 SECONDS EAST, A DISTANCE OF 72.03 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 154.45 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 422.95 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 15 DEGREES 01 MINUTES 34 SECONDS EAST AND A LENGTH OF 153.59 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 33.81 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 26.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 41 DEGREES 06 MINUTES 54 SECONDS EAST AND A LENGTH OF 31.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 39 MINUTES 56 SECONDS EAST, A DISTANCE OF 352.49 FEET TO A POINT OF CURVE; THENCE EASTERLY AND SOUTHEASTERLY, 12.40 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 11.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 71 DEGREES 26 MINUTES 54 SECONDS EAST AND A LENGTH OF 11.81 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY, 20.84 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 61.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 50 DEGREES 16 MINUTES 17 SECONDS EAST AND A LENGTH OF 20.74 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE SOUTH 59 DEGREES 58 MINUTES 01 SECONDS EAST, A DISTANCE OF 51.51 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY, 49.87 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 67.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 81 DEGREES 07 MINUTES 54 SECONDS EAST AND A LENGTH OF 48.74 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 42 MINUTES 13 SECONDS EAST, A DISTANCE OF 77.05 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 0.58 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 28.46 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 134.03 FEET; THENCE NORTH 60 DEGREES 01 MINUTES 21 SECONDS WEST, A DISTANCE OF 65.45 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 15 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 50.33 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 26.43 FEET; THENCE SOUTH 74 DEGREES 45 MINUTES 01

SECONDS WEST, A DISTANCE OF 51.65 FEET; THENCE NORTH 15 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 88.52 FEET; THENCE NORTH 29 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 244.70 FEET; THENCE NORTH 44 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 81.50 FEET; THENCE SOUTH 45 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 69.44 FEET; THENCE SOUTH 44 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 66.77 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 122.87 FEET; THENCE NORTH 60 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 7.36 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 82.13 FEET TO THE POINT OF BEGINNING, CONTAINING 0.590 ACRES, MORE OR LESS.

PARCEL 32(**):

THAT PART OF LOT 1 IN RANDHURST CENTER RESUBDIVISION- NO. 1, BEING A RESUBDIVISION OF LOT ONE IN RANDHURST CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RANDHURST CENTER RESUBDIVISION - NO. 1 RECORDED JULY 24, 1987 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 87408581 LYING ABOVE AN ELEVATION OF 726.55 AND BELOW AN ELEVATION OF 744.55 (NAVD 88 DATUM) MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY SOUTHWEST CORNER OF ORIGINAL LOT 1 AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 360.59 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 188.76 FEET; THENCE NORTH 04 DEGREES 04 MINUTES 56 SECONDS WEST, A DISTANCE OF 39.92 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 22.66 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 19.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 29 DEGREES 12 MINUTES 18 SECONDS EAST AND A LENGTH OF 21.40 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY, 30.22 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 325.11 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 59 DEGREES 49 MINUTES 45 SECONDS EAST AND A LENGTH OF 30.21 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 56 DEGREES 27 MINUTES 15 SECONDS EAST, A DISTANCE OF 42.41 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 37.52 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 294.91 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 43 DEGREES 06 MINUTES 11 SECONDS EAST AND A LENGTH OF 37.50 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 34 DEGREES 51 MINUTES 03 SECONDS EAST, A DISTANCE OF 72.03 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 154.45 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 422.95 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 15 DEGREES 01 MINUTES 34 SECONDS EAST AND A LENGTH OF 153.59 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 33.81 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 26.50 FEET,

SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 41 DEGREES 06 MINUTES 54 SECONDS EAST AND A LENGTH OF 31.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 39 MINUTES 56 SECONDS EAST, A DISTANCE OF 352.49 FEET TO A POINT OF CURVE; THENCE EASTERLY AND SOUTHEASTERLY, 12.40 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 11.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 71 DEGREES 26 MINUTES 54 SECONDS EAST AND A LENGTH OF 11.81 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY, 20.84 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 61.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 50 DEGREES 16 MINUTES 17 SECONDS EAST AND A LENGTH OF 20.74 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE SOUTH 59 DEGREES 58 MINUTES 01 SECONDS EAST, A DISTANCE OF 51.51 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY, 49.87 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 67.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 81 DEGREES 07 MINUTES 54 SECONDS EAST AND A LENGTH OF 48.74 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 42 MINUTES 13 SECONDS EAST, A DISTANCE OF 77.05 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 0.58 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 28.46 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 134.03 FEET; THENCE NORTH 60 DEGREES 01 MINUTES 21 SECONDS WEST, A DISTANCE OF 65.45 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 15 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 50.33 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 26.43 FEET; THENCE SOUTH 74 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 51.65 FEET; THENCE NORTH 15 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 88.52 FEET; THENCE NORTH 29 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 37.51 FEET; THENCE SOUTH 60 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 61.96 FEET; THENCE SOUTH 15 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 2.21 FEET TO THE POINT OF BEGINNING.

Exhibit B

Lease List

Altea LLC d/b/a Altea Vietnamese Coffee and Bobba Tea

Lease dated 12.13.23

Guaranty dated 12.13.23

National Vision Inc. d/b/a America's Best Contacts and Eyeglasses

Start Date Agreement dated 6.6.23

Lease dated 12.6.22

America Multi-Cinema, Inc.

Sixth Amendment to Amended and Restated Lease dated 9.18.20

Fifth Amendment to Amended and Restated Lease dated 8.7.13

Fourth Amendment to Amended and Restated Lease dated 5.30.12

Third Amendment to Amended and Restated Lease dated 12.1.11

Consent Waiver dated 8.29.11

Second Amendment to Amended and Restated Lease dated 3.17.11

Letter Agreement dated 2.22.11

Letter Agreement dated 5.28.10

First Amendment to Memorandum of Lease dated 9.25.09

Amended and Restated Lease dated 9.25.09

AT&T Wireless PCS, Inc.

Change of Address Notice dated 9.29.19

First Amendment to Antenna/Equipment License Agreement dated 10.12.16

Notice of Month-to-Month Tenancy Letter dated 6.14.13

Notice of Intent to Extend Lease Term dated 4.1.07

Antenna/Equipment License Agreement dated 5.28.97

Bath and Body Works, LLC

Lease dated 9.6.23

RVDC, LLC d/b/a BlackFinn American Grille

Fourth Amendment to Lease dated 8.11.23

Third Amendment to Lease dated 9.10.20

Second Amendment to Lease and Consent to Transfer dated 1.23.19

Escrow Agreement and Waiver of Rent Arrears dated 1.23.19

Guaranty dated 1.23.19

Rent Commencement Letter dated 8.9.12
First Amendment to Lease Agreement dated 4.4.12
Lease Agreement dated 10.13.11
Guaranty of Lease dated 9.30.11

Costco Wholesale Corporation

Fifth Amendment dated 8.24.23
Fourth Amendment dated 10.13.22
Rent Commencement Letter dated 7.23.14
Termination Agreement dated 1.21.10
Third Amendment to Ground Lease dated 11.24.09
Second Amendment to Memorandum of Ground Lease dated 11.2.09
Second Amendment to Ground Lease dated 8.28.09
Rent Commencement Letter dated 7.29.09
First Amendment to Memorandum of Ground Lease dated 10.17.08
Memorandum of Ground Lease dated 10.31.03
Ground Lease dated 10.31.03

DSW Shoe Warehouse, Inc.

Notice of Co-T Violation dated 12.19.21
Second Amendment to Lease dated 12.8.21
Amendment to Lease dated 6.16.20
Lease Agreement dated 7.20.18

Eggsperience Pancakes & Café

Assignment dated 5.31.23
Sixth Amendment to Lease and Consent to Transfer dated 9.17.20
Guaranty dated 9.17.20
Assignment and Assumption and Amendment of Lease Agreement dated 12.31.17
Guaranty dated 12.31.17
Assignment and Assumption and Amendment of Lease Agreement dated 1.1.17
Third Amendment of Lease Agreement dated 4.29.15
Second Amendment of Lease Agreement dated 4.10.14
Rent Commencement Letter dated 7.2.13
Letter, Square Footage Verification dated 12.13.12
Lease Modification Agreement No. 1 dated 10.3.12
Lease Agreement dated 3.29.12
Guaranty of Lease dated 3.21.12

Golf Factory

Change of Address Letter dated 6.20.23
Rent Commencement Letter dated 6.15.23
LL's Waiver and Consent dated 4.25.23
Lease dated 9.2.22

Home Depot U.S.A., Inc.

Change of Tenant Notice Address dated 1.29.20
Renewal Option Notice Agreement dated 1.16.20
Renewal Option Notice Agreement dated 3.29.18
Fourth Amendment to Lease dated 1.25.17
Change of Tenant Notice Address dated 7.16.15
Change of Tenant Notice Address dated 6.22.10
Third Amendment to Lease dated 5.13.10
Renewal Option Notice Agreement dated 4.27.10
Renewal Option Notice Agreement dated 3.18.10
Renewal Option Notice Agreement dated 1.12.10
Second Amendment to Lease dated 3.28.08
First Amendment to Lease dated 9.24.03
Settlement Agreement dated 8.13.02
Lease dated 8.25.94

Home Goods, Inc.

Commencement Date Agreement dated 3.23.22
Second Amendment to Sublease dated 2.14.22
First Amendment to Sublease dated 3.31.21
Non-Disturbance, Recognition and Attornment Agreement dated 1.20.21
Sublease Agreement dated 1.7.21

HongDae Korean Bar & Grill

Guaranty dated 7.23.24
Lease Agreement dated 7.23.24

Jewel Food Stores, Inc.

Renewal Option Notice dated 4.23.20
Renewal Option Notice dated 4.3.15
Third Amendment to Lease Agreement dated 1.10.11
Second Amendment to Lease Agreement dated 8.7.08
First Amendment to Lease Agreement dated 3.25.02

Lease Agreement dated 4.15.95

La Novia Bridal Boutique, LLC

Lease and Guaranty dated 3.8.24

Macy's

First Amendment to Sublease dated 6.27.24

Lease dated 12.14.23

Michael's Stores, Inc.

Letter Agreement dated 6.22.20

First Amendment to Shopping Center Lease dated 5.29.18

Letter Agreement dated 11.14.17

Shopping Center Lease dated 4.28.17

NOA-MNS Development, LLC d/b/a Milano Nails

Guaranty dated 3.25.24

Leases Amendment dated 3.25.24

Mr. Kimchi Korean BBQ

Pylon Agreement dated 2.14.23

Mr. Kimchi Korean BBQ Lease dated 6.22.22

Old Navy

2nd Amendment to Lease dated 1.28.22

First Amendment to Lease dated 9.30.16

Term Commencement Agreement dated 7.8.14

Commencement Letter dated 7.15.11

Lease dated 8.17.10

Options Travel Services

First Amendment to Lease dated 6.13.22

Rent Commencement Letter dated 3.16.18

Guaranty dated 12.11.17

Lease Agreement dated 12.11.17

Orange Theory

First Amendment to Lease dated 11.1.21

Amendment to Lease dated 4.28.20

Rent Commencement Letter dated 10.22.14

Lease Agreement dated 6.26.14

Organic Nails

First Amendment dated 6.11.20

Rent Commencement Letter dated 7.20.16

Lease dated 7.15.16

PetSmart

Third Amendment to Lease dated 4.18.24

Commencement Date Certificate and Second Amendment to Shopping Center Lease Agreement dated 4.27.12

First Amendment to Shopping Center Lease Agreement dated 3.25.11

Memorandum of Lease dated 1.27.10

Lease Agreement dated 1.27.10

Phenix Salon Suites

Fourth Amendment to Lease and Third Amendment to Guaranty dated 8.4.20

Third Amendment to Lease dated 12.4.17

Second Amendment to Guaranty dated 12.4.17

Letter Agreement dated 6.6.16

Second Amendment to Lease dated 4.25.16

First Amendment to Lease Agreement dated 6.20.12

Guaranty dated 10.21.11

Lease Agreement dated 10.21.11

Planet Fitness

Letter Agreement date 4.15.24

Lease and Guaranty dated 1.12.24

Playroom Café

Assignment and Assumption and Amendment of Lease Agreement dated 5.27.20

Spousal Waiver dated 9.12.17

Guaranty dated 9.28.17

Shopping Center lease dated 9.28.17

Salsa Street

Second Amendment to Lease dated 7.27.22

First Amendment to Lease dated 9.10.20

Rent Commencement Letter dated 12.5.18

Lease Agreement dated 10.12.18

Guaranty dated 10.12.18

William A. Taylor Insurance d/b/a State Farm

Third Amendment to Lease dated 10.3.23

Second Amendment dated 12.6.19

Amendment to Lease dated 6.23.17

Commencement Letter dated 11.8.12

Office Lease Agreement dated 8.15.12

Surf's Up

Lease dated 2.24.22

Guaranty dated 2.24.22

TJ Maxx

Option to Renew Letter dated 5.17.21

This Omnibus Amendment to Lease dated 7.20.20

Letter Agreement dated 6.18.18

Certified Square Footage CAD Drawing dated 10.10.11

Memorandum of Lease dated 4.27.11

Letter Agreement dated 4.27.11

Lease Agreement dated 4.27.11

Weiss & Thompson

Commencement letter dated 6.20.23

Letter Terminating License Agreement dated 6.8.23

License Agreement dated 9.13.22

Lease Agreement dated 9.6.22

Exhibit C

Lease List

1. Amended and Restated Lease between Randhurst Shopping Center LLC, as landlord ("Original Landlord"), and McRIL, LLC, as tenant ("Original Tenant"), dated February 20, 2009;
2. First Amendment to Amended and Restated Lease dated August 2, 2011, by and between Original Landlord and Original Tenant;
3. Assignment and Assumption of Leases and Contracts dated June 18, 2015 by and between Original Landlord and Randhurst Improvements, LLC ("Second Landlord");
4. Assumption and Assignment Agreement dated December 10, 2018, by and between the purchaser defined therein, Original Tenant and Department Store Box, LLC ("Second Tenant");
5. Second Amendment to Amended and Restated Lease dated December 12, 2018 between Second Landlord and Second Tenant;
6. General Assignment dated September 3, 2019 by Second Landlord and Randhurst Finance, LLC to Redus EL, LLC ("Third Landlord");
7. Assignment and Assumption of Lease Agreement dated September 3, 2019, by and between Second Tenant and Redus One, LLC ("Third Tenant");
8. Assignment and Assumption of Leases dated December 30, 2019 between Third Landlord and Affiant
9. Assignment and Assumption of Lease Agreement dated December 30, 2019, by and between Third Tenant to Village Tenant;
10. Third Amendment to Amended and Restated Lease dated December 22, 2020 by and between Affiant and Village Tenant; and
11. Fourth Amendment to Amended and Restated Lease dated July 8, 2022 between Affiant and Village Tenant.

Your Property Tax Overview

TOTAL TAXING DISTRICT DEBT ATTRIBUTED TO YOUR PROPERTY

Total Taxing District Debt Attributed to Your Property: **\$2,284,847**

Property Value: **\$20,376,788**

Total Debt % Attributed to Your Property Value: **11.2%**

To see the 20-Year History of Your Property Taxes, [click here](#).

Note: The above amounts are illustrations of how much government debt could be attributed to your property based on its 2023 value.

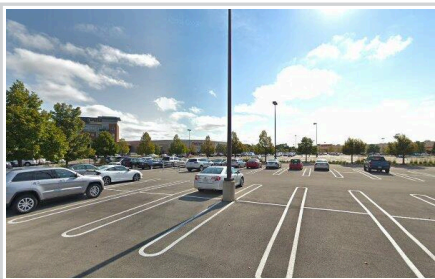
[See Details Here](#)

OVERVIEW - PAYMENTS

Property Index Number (PIN): **03-27-401-305-0000**

[BEGIN A NEW SEARCH](#)

Scroll down for more information.



[Incorrect Image? Click Here.](#)

Property Location:

1 RANDHURST VILLA DR
MOUNT PROSPECT, IL 60056-1146

Volume: 233

Mailing Information:

DLC MANAGEMENT CORP
565 TAXTER ROAD
ELMSFORD, NY 10523-2300

[Update Your Information](#)

Are Your Taxes Paid?

Tax Year 2022 (billed in 2023) Total Amount Billed: \$1,467,269.89

1st INSTALLMENT - Tax Year 2022

Original Billed Amount: \$959,387.98
Due Date: 04/03/2023
Tax: \$0.00
Interest: \$0.00
Current Amount Due: \$0.00

2nd INSTALLMENT - Tax Year 2022

Original Billed Amount: \$507,881.91
Due Date: 12/01/2023
Tax: \$0.00
Interest: \$0.00
Current Amount Due: \$0.00

Total Amount Due: **\$0.00**

[Expand Payment Details](#) ▼

Tax Year 2023 (billed in 2024)

Total Amount Billed: \$1,529,340.76

1st INSTALLMENT - Tax Year 2023		2nd INSTALLMENT - Tax Year 2023	
Original Billed Amount:	\$806,998.44	Original Billed Amount:	\$722,342.32
Due Date:	03/01/2024	Due Date:	08/01/2024
Tax:	\$0.00	Tax:	\$0.00
Interest:	\$0.00	Interest:	\$0.00
Current Amount Due:	\$0.00	Current Amount Due:	\$0.00

Total Amount Due:

\$0.00

Expand Payment Details

About payments:

- Payments are recorded the date they are received. They appear on the website about three business days later.
- To find out if taxes for this PIN were sold or are delinquent for Tax Year 2020 and earlier, search the [Cook County Clerk's](#) records.

Download Your Tax Bill

Open a PDF of your tax bill that can be printed and used to pay in person or by mail.

-  [Tax Year 2022 Second Installment](#) Due Friday, December 1, 2023
-  [Tax Year 2023 Second Installment](#) Due Thursday, August 1, 2024

Stop receiving your tax bill by mail.

 [Sign up for eBilling to receive future tax bills via email.](#)

Are There Any Overpayments on Your PIN?

Our records do not indicate a refund available on the PIN you have entered.

Have You Received Your Exemptions in These Tax Years?

	2023	2022	2021	2020	2019	2018
Homeowner Exemption:	NO	NO	NO	NO	NO	-
Senior Citizen Exemption:	NO	NO	NO	NO	NO	-
Senior Freeze Exemption:	NO	NO	NO	NO	NO	-
Returning Veteran Exemption:	NO	NO	NO	NO	NO	-

Disabled Person Exemption:	NO	NO	NO	NO	NO	-
Disabled Veteran Exemption:	NO	NO	NO	NO	NO	-

Note: Fewer than six tax years of data are displayed when the PIN did not exist in all six years.
Contact the Cook County Assessor's Office for more information.

[Apply for a missing exemption](#)

20-Year Property Tax Bill History

Tax Year 2019:	\$1,516,006.45
Tax Year 2023:	\$1,529,340.76
Difference:	+ \$13,334.31
Percent Change:	+ 0.88%

[See your complete property tax history.](#)

-  [Read "The Pappas Study" 20-Year Property Tax History](#)
-  [See the Top 50 Largest Tax Increases since 2000 by Chicago ward and suburb](#)
-  [Voter Turnout 2011-2020 Chicago and Cook County Suburbs](#)
-  [Cook County Suburbs - Interactive Map](#)
-  [Chicago by Ward - Interactive Map](#)

Taxing District Debt Attributed to Your Property

Total Taxing District Debt Attributed to Your Property:	\$2,284,847
Property Value:	\$20,376,788
Total Debt % Attributed to Your Property Value:	11.2%

To see the 20-Year History of Your Property Taxes, [click here](#).

Note: The above amounts are illustrations of how much government debt could be attributed to your property based on its 2023 value.

Select a taxing district name for detailed financial data.

Your Taxing Districts	Total Debts and Liabilities	District Property Value	Property Value	% of Taxing District Debt	Estimated Total Debts and Liabilities to Property
Northwest Mosquito Abatement Wheeling	\$965,682	\$99,462,645,968	\$20,376,788	0.0204869%	\$198
Metro Water Reclamation Dist of Chicago	\$4,487,886,000	\$615,525,376,003	\$20,376,788	0.0033105%	\$148,570
River Trails Park Dist Prospect Heights	\$8,901,670	\$1,870,777,692	\$20,376,788	1.0892148%	\$96,958
Harper Coll Comm College 512 (Palatine)	\$322,598,943	\$68,478,657,852	\$20,376,788	0.0297564%	\$95,994

Township HS District 214 (Arlington Hts)	\$161,378,783	\$34,503,061,344	\$20,376,788	0.0590579%	\$95,307
River Trails Elementary SD 26 (Mt Pros)	\$25,946,938	\$2,015,008,826	\$20,376,788	1.0112506%	\$262,389
Village of Mount Prospect	\$301,363,362	\$6,961,556,410	\$20,376,788	0.2927045%	\$882,104
Town of Wheeling	\$16,237	\$20,576,624,667	\$20,376,788	0.0990288%	\$16
Cook County Forest Preserve District	\$548,552,253	\$627,061,316,173	\$20,376,788	0.0032496%	\$17,826
County of Cook	\$21,094,656,928	\$627,061,316,173	\$20,376,788	0.0032496%	\$685,485

Total Taxing District Debt Attributed to Your Property: \$2,284,847

To read Treasurer Pappas' Debt Study and use the interactive map, [click here](#).

Highlights of Your Taxing Districts' Debt and Pension

Select a taxing district name for detailed financial data.

Your Taxing Districts	Money Owed by Your Taxing Districts (minus Total Net Pension Liability)	Pension and Healthcare Amounts Promised by Your Taxing Districts	Amount of Pension and Healthcare Shortage	Employees	Retirees	Difference
Northwest Mosquito Abatement Wheeling	\$183,732	\$8,266,766	\$863,125	21	8	13
Metro Water Reclamation Dist of Chicago	\$4,169,629,820	\$3,082,006,000	\$1,046,664,000	1,957	2,485	-528
River Trails Park Dist Prospect Heights	\$9,992,525	\$9,344,992	(\$346,837)	26	29	-3
Harper Coll Comm College 512 (Palatine)	\$365,024,944	\$67,129,060	\$67,129,060	898	0	898
Township HS District 214 (Arlington Hts)	\$151,145,161	\$278,285,863	(\$48,859,038)	1,684	1,205	479
River Trails Elementary SD 26 (Mt Pros)	\$24,881,230	\$26,572,812	\$7,085,785	252	143	109
Village of Mount Prospect	\$173,460,847	\$376,516,187	\$125,260,376	329	474	-145
Town of Wheeling	\$16,237	\$5,441,297	\$465,311	21	43	-22
Cook County Forest Preserve District	\$214,441,242	\$617,834,550	\$382,643,760	625	536	89
County of Cook	\$8,693,862,550	\$27,096,852,844	\$12,815,325,282	23,760	20,138	3,622

Reports and Data for All Taxing Districts

View the financial reports filed by 547 local Taxing Districts across Cook County pursuant to the Debt Disclosure Ordinance authored by Treasurer Maria Pappas.

- [Read the Executive Summary](#)
- [Read the Debt Report](#)
- [Cook County Debt Map](#)
- [Correlation Chart Between Debt and Higher Taxes](#)
- [Search your property to find out what portion of local government debt is attributed to your property](#)
- [Debt to Property Value by Municipality - Residential and Commercial](#)
- [Debt and Disclosure Data](#)
- [Browse all financial reports filed by a specific local government](#)

[BEGIN A NEW SEARCH](#)

DISCLAIMER: The information on this screen comes from many sources, few of which are in the control of the Cook County Treasurer's Office. Taxpayers are advised to take personal responsibility for their PIN, property location, taxpayer address, and payment amounts posted due or paid, to be sure of their accuracy.

BrowseAloud

SHOPPING CENTER LEASE

for

RANDHURST VILLAGE

by and between

RREF III-P Randhurst Village, LLC

“Landlord”

and

AMC II INVESTMENTS - RM, LLC,

an Illinois limited liability company,

d/b/a Hand & Stone

“Tenant”

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SHOPPING CENTER LEASE

In consideration of the rents and covenants hereinafter set forth, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described Premises upon the following terms and conditions:

1. FUNDAMENTAL LEASE PROVISIONS

1.

Landlord:

RREF III-P Randhurst Village, LLC
2.

Tenant:

AMC II INVESTMENTS - RM, LLC

(§7.1)
3.

Tenant’s Trade Name:

Hand & Stone

(§7.1)
4.

Effective Date:

The date on which this Lease has been fully executed as reflected on the signature page.

(§4.1)
5.

Premises:

That certain space presently known as Space #T101, in the shopping center known as Randhurst Village located in Mt. Prospect, Illinois, as depicted on Exhibit “A” attached hereto, and which is deemed to be 3,613 square feet.

(Art. 3)
6.

Permitted Use of Premises:

Tenant shall use the Premises solely for the purpose of conducting therein the business of a first-class massage and facial spa offering spa services, which shall include massages, facials, skin care, hair removal, non-surgical body contouring/slimming, the incidental sale of related spa accessories and spa products, including such other services and products as may hereinafter offered by Hand & Stone Franchise Corp franchisees as part of franchisor’s standard offering and for no other purpose; provided, however, that Tenant shall not use the Premises in any manner that would violate any of the restrictions set forth in Exhibit “G.”

(§7.1)
7.

Lease Term:

Ten (10) Lease Years following the Rent Commencement Date, unless extended or terminated pursuant to the terms and conditions contained in this Lease.

(§4.1)
8.

Rent Commencement Date:

The later of (i) May 29, 2025 or (ii) forty-five (45) days following the Delivery Date (as defined in Section 4.1).

(§5.1)
9.

Minimum Annual Rental:

	Years of Lease Term	Dollars Per Month	Dollars Per Annum	
	1 - 5	\$4,967.88	\$59,614.56	
	6 - 10	\$5,464.66	\$65,575.92	

(§5.2)
10.

Percentage Rental:

N/A

(§5.5)
11.

Addresses for Notices:

To Landlord:

For Payment: RREF III-P Randhurst Village, LLC
c/o DLC Management Corporation
P.O. Box 5122
White Plains, New York 10602-5122

For Notices: RREF III-P Randhurst Village, LLC
c/o DLC Management Corporation
565 Taxter Road
Elmsford, New York 10523
Attn: General Counsel

Tel: 914-631-3131

To Tenant: At the address of the Premises

and: AMC II INVESTMENTS - RM, LLC
39W220 Long Meadow Lane
St. Charles, Illinois 60175

Tel: 630-370-0006

(Art. 27)

not constitute the assumption of any responsibility by Landlord for their accuracy or sufficiency or conformity with the Requirements, and Tenant shall be solely responsible for such plans and specifications. Tenant shall not commence any of Tenant's Work until Landlord approval of the plans and specifications has been obtained in writing. In the event of any conflict between Tenant's Plans as approved by Landlord and Landlord's Work as set forth in Exhibit "F," Landlord's Work as set forth in Exhibit "F" shall control.

Tenant shall exercise diligent and good faith efforts to obtain any required municipal permits from the applicable government agency for Tenant to alter the Premises pursuant to Tenant's Work (the "Permit") and shall apply for such permit to the applicable government agency within five (5) days following Landlord's approval of Tenant's Plans. Landlord agrees to reasonably cooperate with Tenant's efforts to obtain the Permit, which shall be at no cost or expense to Landlord. Tenant hereby agrees to notify Landlord promptly upon the date the Permit is available to be picked up from the applicable governmental agency (the "Permit Date").

Notwithstanding anything to the contrary herein, this Lease and its effectiveness are subject to Tenant obtaining a conditional or special use permit to permit Tenant to operate the Premises for the Permitted Use set forth in Section 1.6. (the "Variance"). Within five (5) days after the Effective Date, Tenant shall apply to the applicable governmental agency for the Variance, and thereafter Tenant shall use commercially reasonable diligent efforts to obtain same. Tenant shall provide Landlord with copies of the applications for the Permits and all correspondence in connection therewith, and a copy of such paperwork acknowledging the Variance in the event Tenant receives the Variance. In the event Tenant is unable to obtain the Variance within nine (9) months after Tenant's application for same, Tenant shall notify Landlord in writing within three (3) days of the expiration of such nine (9) period, and thereafter Landlord may (a) obtain the Variance at Tenant's sole cost and expense, in which event Tenant shall reasonably cooperate with Landlord; (b) grant Tenant a thirty (30) day extension to obtain the Variance; or (c) terminate this Lease. In the event neither Landlord nor Tenant is unable to obtain the Variance within ten (10) months after Tenant's application for same, either party may terminate this Lease upon thirty (30) days' written notice to the other party, and thereafter neither party hereto shall have any further obligations or liability hereunder except Landlord shall return the Security Deposit and pre-payment of any Rent to Tenant; provided, however, in the event Tenant exercises the foregoing termination right and Landlord, within such period of thirty (30) days shall have obtained the Variance, Tenant's termination notice shall be automatically null and void and of no further force and effect.

Notwithstanding anything contained herein to the contrary, in the event Landlord is delayed in the performance of any of Landlord's Work as a result of (a) any delay by Tenant beyond the applicable time period (and after any notice period required hereunder) in providing plans or responding to a written request for approval, consent, acceptance or designation set forth in this Lease; (b) any delay which results from a change order requested by Tenant to Tenant's Plans (provided Landlord notified Tenant that such change order would result in a delay at the time of approval of such request from Tenant); (c) any delays caused by any vendor required and specified by Tenant for Landlord to use in the performance of Landlord's Work; (d) any delay in Tenant's delivery to Landlord of materials and equipment required to be provided by Tenant for Landlord's installation in the performance of Landlord's Work; (e) any delay due to a requirement that Tenant obtain operational permits before Landlord may obtain a requisite approval; and/or (f) any delay caused by the negligence or willful misconduct of Tenant, its employees, agents or contractors (collectively, "Tenant Delay") then for each day of Tenant Delay the Rent Commencement Date shall be deemed to be one day earlier than the actual Rent Commencement Date.

Landlord shall notify Tenant when Landlord's Work shall be substantially complete, which notice shall be similar in form and substance to Exhibit "C" attached hereto. Within five (5) business days after receipt of such notice, Tenant shall give Landlord notice in the event Tenant disputes same with reasonable specificity. If Tenant fails to notify Landlord of any aspect of Landlord's Work that Tenant claims is not substantially complete within said five (5) business day period, Tenant shall be deemed to have agreed to and accepted the Premises and Landlord's Work in the "as is" condition on the date indicated in said notice.

4.

TERM

1. Duration of Lease Term.

This Lease shall become legally binding on the parties hereto on the Effective Date. From and after the date upon which Landlord gives notice to Tenant (which such notice for this instance may be given by facsimile or email) that Landlord's Work is substantially complete and the Premises is ready for Tenant's possession (the "Delivery Date" or the "Lease Term Commencement Date"), Tenant shall comply with all rights and obligations of Tenant hereunder, except the obligation to pay Minimum Annual Rental and Additional Rent, which shall commence on the Rent Commencement Date. Landlord shall notify Tenant of the Delivery Date and the Rent Commencement Date promptly upon establishment of same, which notice shall be similar in form and substance to Exhibit "D" attached hereto. Within five (5) days after receipt of such notice, Tenant shall execute same and return an original counterpart to Landlord or shall give Landlord notice that Tenant disputes same. If Tenant fails to return such original counterpart within such five-day period or fails to notify Landlord of any dispute Tenant has with such notice within such five-day period, Tenant shall be deemed to have agreed to and accepted all dates described in such notice. The term "Lease Year" means a period of twelve (12) consecutive full calendar months; provided, however, that the first Lease Year shall mean the period from the Lease Term Commencement Date through the last day of the twelfth (12th) full calendar month immediately following the Rent Commencement Date.

2. Acceptance of the Premises.

Tenant acknowledges it has examined the Premises prior to the making of this Lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by Landlord or its agents which are not herein expressed and Tenant hereby accepts the Premises in their present "as is" condition on the Effective Date, and will assume all responsibilities and obligations necessary to assure that the Premises are in compliance with the Requirements throughout the Lease Term and all renewal periods.

3. Holding Over.

If, after the expiration or earlier termination of the Lease Term, Tenant remains in possession of the Premises with or without Landlord's express written consent, Tenant shall become a tenant at sufferance only, upon all of the provisions of this Lease (except as to Term and Minimum Annual Rental), but the monthly installments of Minimum Annual Rental payable by Tenant shall be increased to 150% of the monthly installments of Minimum Annual Rental payable by Tenant at the expiration of the Lease Term, prorated on a daily basis. Acceptance by Landlord of rental after such expiration or earlier termination shall not result in a renewal or extension of this Lease. The provisions of this Section 4.3 are in addition to and do not affect Landlord's right of re-entry or any rights of Landlord hereunder or as otherwise provided by law. If Tenant fails to surrender the Premises upon the expiration or earlier termination of this Lease, despite demand to do so by Landlord, Tenant shall indemnify, defend and hold Landlord harmless from all loss or liability, including, without limitation, any claim made by any succeeding tenant founded on or resulting from such failure to surrender (including such tenant's lost profits), any lost profits to Landlord and any attorneys' fees and costs associated therewith.

5.

RENTAL

1. Rent Commencement Date.

Tenant's obligation to pay "Minimum Annual Rental" and "Additional Rent" (as defined in this Article 5) payable under Section 5.6 and Article 19 of this Lease shall commence upon the "Rent Commencement Date" which shall be the date specified in Section 1.8. Notwithstanding the foregoing, Tenant shall pay the first monthly installment of Minimum Annual Rental and Additional Rent due under Section 5.6 and Article 19 upon Tenant's execution of this Lease, which installment shall be applied to the first month of the Lease Term.

Notwithstanding anything contained to the contrary herein, if and so long as Tenant is not in default under any of the terms, covenants and conditions of this Lease, Minimum Annual Rental shall abate for the first three (3) full calendar months following the Rent Commencement Date, except that Tenant shall nevertheless be obligated, from and after the Delivery Date, to pay for all utilities utilized or furnished to the Premises.

2. Minimum Annual Rental.

Tenant agrees to pay as rental for the use and occupancy of the Premises the Minimum Annual Rental specified in Section 1.9 of this Lease. Tenant shall pay the Minimum Annual Rental in twelve (12) equal monthly installments during each year, in advance, on the first day of each calendar month, without setoff, deduction, prior notice or demand. Should the Rent Commencement Date, as evidenced in Exhibit "D," occur on a day other than the first day of the calendar month, then the rental for such first fractional month shall be paid on the Rent Commencement Date and shall be computed on a daily basis for the period from the Rent Commencement Date to the end of such calendar month and at an amount equal to one three-hundred-sixtieth (1/360th) of the Minimum Annual Rental for each such day, and thereafter shall be computed and paid as aforesaid.

3. Adjustment of Minimum Annual Rental.

The Minimum Annual Rental payable under this Lease shall be increased periodically during the Lease Term at the times and to the amounts set forth in Section 1.9 above.

4. Taxes.

Commencing on the Rent Commencement Date and continuing for the balance of the Lease Term, Tenant agrees to pay to Landlord without demand, setoff or deduction Tenant's "Proportionate Share" (as defined and determined in Subsection 5.4.2) of "Taxes" (as defined in Subsection 5.4.1). Payment shall be made in the following manner: on the Rent Commencement Date and thereafter on the first day of each calendar month during the Lease Term, Tenant shall pay to Landlord an amount which represents Tenant's Proportionate Share of Taxes owed for each such month, as estimated by Landlord.

Landlord may adjust the monthly estimated sum at the end of each calendar quarter on the basis of Landlord's experience and reasonably anticipated costs. Within a reasonable time following the end of each calendar year, or at Landlord's option each tax year, Landlord shall furnish Tenant a statement covering the year just expired showing the total of Tenant's Proportionate Share of Taxes for such year and the payments made by Tenant with respect to such period as set forth above. If Tenant's Proportionate Share of Taxes exceed Tenant's payments so made, Tenant shall pay Landlord the deficiency within ten (10) days after receipt of such statement. If such payments exceed the sums payable for such Taxes, Landlord shall, at its election, return to Tenant the amount of the overpayment along with such statement or credit such amount against the next installment(s) for Taxes coming due.

4.1. Definition of "Taxes". As used in this Lease, the term "Taxes" shall mean any form of tax, assessment, lien, bond obligation, license fee, license tax, tax or excise on rent, front foot charges, water and sewer charges, or any other levy, charge or expense, together with any statutory interest thereon, imposed or required at any time by any federal, state, county or city authority having jurisdiction, or any political subdivision thereof, or any school, agricultural, lighting, drainage or other improvement or special assessment district thereof (hereinafter individually and collectively referred to as "Governmental Agencies"), on any interest of Landlord or Tenant or both (including any legal or equitable interest of Landlord or its mortgagee, if any) in the Shopping Center or in the realty underlying the Shopping Center, including without limitation: (a) any impositions by Governmental Agencies (whether or not such impositions constitute tax receipts) or any other payments to Governmental Agencies (whether involuntarily imposed by any such Governmental Agencies or voluntarily agreed to by Landlord) in substitution, partially or totally, of any impositions now or previously included within the definition of real property taxes; (b) any impositions allocable to or measured by the area of the Shopping Center, or any rental payable hereunder, or any political subdivision thereof, with respect to the receipt of such rent, or upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or any portion thereof; and (c) any and all costs (including, without limitation, the fees of experts, tax consultants and attorneys) incurred by Landlord should Landlord elect to negotiate or contest the amount of such Taxes in formal or informal proceedings before the taxing Governmental Agency; provided, however, Taxes shall in no event include Landlord's general income,

franchisee, inheritance, estate or gift taxes. Notwithstanding anything herein contained to the contrary, Taxes shall not include (i) any tax on excess profits or revenue tax, excise tax or gains tax, corporation tax, capital levy transfer, succession or other similar tax or charge that may be payable by or chargeable to Landlord under any present or future laws, (ii) interest or penalties imposed upon Landlord for late payment of Taxes, or (iii) any impact fees or special assessments resulting solely from the initial construction or any future expansion of the Shopping Center (including the Landlord's parcel) or attributable solely to off-site improvements that only benefit the Shopping Center (but this shall not be deemed to exclude from Taxes any increase resulting from any increased assessed value of the Landlord's parcel generally or specifically resulting from such initial construction or any future expansion).

4.2. **Tenant's Proportionate Share.** Tenant's Proportionate Share of Taxes shall be computed by multiplying the whole of said costs and expenses, by a fraction, the numerator of which is the total square footage of the floor area of the Premises and the denominator of which is the total square footage of leasable floor area of all buildings located in the Shopping Center. There shall be excluded from the denominator of such fraction (i) the floor area of non-selling mezzanines (if any), malls, passageways, service corridors, shopping center offices, shopping center storage areas, shopping center utility rooms, shopping center sprinkler rooms and other non-tenant occupied areas; (ii) the square footage of the floor area of the Major Stores in the Shopping Center; (iii) the square footage of the floor area of separately assessed premises and outparcels; and (iv) square footage under leases/licenses: (A) with terms less than one (1) year and/or (B) for spaces which do not front on Common Area. The cost and expenses in which Tenant is required to share pursuant to this Section 5.4 shall be reduced by the amounts, if any, received by Landlord from the occupants of Major Stores as their contribution towards taxes on behalf of the Shopping Center.

5. Statement of Gross Sales.

Tenant agrees to furnish, or cause to be furnished, to Landlord an annual statement of Gross Sales of Tenant, including a monthly breakdown of Gross Sales, within twenty (20) days after the close of each Lease Year and Partial Lease Year. Such statements shall be in the form attached to this Lease as Exhibit "B" and such statements shall show the gross selling prices of all merchandise and services. Such statements shall be signed by all individuals doing business as Tenant, by a general partner if Tenant is a partnership, by an authorized officer of Tenant if Tenant is a corporation, or by a managing member of Tenant if Tenant is a limited liability company. Tenant shall maintain such books, receipts and records of its Gross Sales as shall be sufficient for Landlord to conduct an audit thereof in accordance with generally accepted accounting principles and same shall be kept for a period of three (3) years after the close of each Lease Year and shall be available for inspection and audit by Landlord or its representative at the Premises at all times during regular business hours. In addition, upon request of Landlord, Tenant agrees to furnish to Landlord a copy of Tenant's state and local sales and use tax returns. Landlord shall, within three (3) years after the receipt of any such statement, be entitled to an audit of such Gross Sales (including the Gross Sales of any subtenant, licensee or concessionaire). Such audit shall be conducted by either Landlord or a certified public accountant, to be designated by Landlord, during normal business hours at the principal place of business of Tenant. Any information gained from such statement or inspection shall be confidential and shall not be disclosed other than to carry out the purpose hereof; provided, however, Landlord shall be permitted to divulge the contents of any such statements in connection with any contemplated sales, transfers, assignments, encumbrances or financing arrangements of Landlord's interest in the Premises or in connection with any administrative or judicial proceedings in which Landlord is involved where Landlord may be required to divulge such information. Tenant acknowledges that the late delivery by Tenant of any statement of Gross Sales will cause Landlord to incur certain costs and expenses not contemplated under this Lease, the exact amount of which are difficult or impracticable to calculate. Therefore, if any such statement of Gross Sales is not received by Landlord from Tenant within twenty (20) days after the close of each Lease Year and Partial Lease Year, Tenant shall immediately pay to Landlord a late charge equal to Three Hundred and 00/100 Dollars (\$300.00). Landlord and Tenant agrees that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord.

6. Additional Rent.

In addition to Minimum Annual Rental, Tenant shall pay, as additional rent, all sums of money required to be paid pursuant to the terms of Sections 5.4 (Taxes), Article 8 (Utilities and Air Conditioning), 17 (Repairs and Maintenance), and 19 (Common Area) and all other sums of money or charges required to be paid by Tenant under this Lease (collectively referred to in this Lease as "Additional Rent") without demand, deduction or offset. If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless be collectible as Additional Rent with the next installment of Minimum Annual Rental thereafter falling due, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder or to limit any other remedy of Landlord. All amounts of Minimum Annual Rental and Additional Rent payable in a given period (also collectively referred to in this Lease as "Rent" or "rental") shall be deemed to comprise a single rental obligation of Tenant to Landlord.

7. Interest on Late Payments; Late Charge.

If Tenant fails to pay, when the same is due and payable, the Minimum Annual Rental or any Additional Rent, such unpaid amounts shall bear interest at the Interest Rate (as defined in Section 29.13) from the date due to the date of payment. In addition to such interest, Tenant acknowledges that the late payment by Tenant of any rental will cause Landlord to incur certain costs and expenses not contemplated under this Lease, the exact amount of which are extremely difficult or impracticable to fix. Such costs and expenses will include, without limitation, administrative, collection, processing and accounting costs and expenses. Therefore, if any such installment of rental is not received by Landlord from Tenant by the fifth (5th) calendar day after such rent is due, Tenant shall immediately pay to Landlord a monthly late charge equal to the greater of One Hundred Fifty and No/100 Dollars (\$150.00) or five percent (5%) percent of each item of Minimum Annual Rental or Additional Rental then due. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for its loss caused by Tenant's nonpayment. Should Tenant pay such late charge but fail to pay contemporaneously therewith all unpaid amounts of Minimum Annual Rental and Additional Rent, Landlord's acceptance of this late charge shall not constitute a waiver of Tenant's default with respect to Tenant's

nonpayment nor prevent Landlord from exercising all other rights and remedies available to Landlord under this Lease or under law. Tenant hereby agrees that if Tenant is subject to a late charge for two (2) consecutive months because of late payment of the monthly installments of Minimum Annual Rental, the monthly installments of Minimum Annual Rental for the following twelve (12) consecutive months shall, at Landlord's option, automatically become due and payable on a quarterly basis, payable in advance, commencing on the first day of the month following the second such consecutive late payment and continuing for the next four (4) quarters.

8. Address for Payments.

Tenant shall pay all rental and other payments to Landlord at the address specified for payments in Section 1.11 above, or at such other place as may from time to time be designated by Landlord in writing at least ten (10) days prior to the next ensuing payment date.

9. Radius Restriction.

Tenant covenants and warrants that it will not, during the Lease Term, whether or not Tenant is open and operating from the Premises, directly or indirectly, operate nor own any similar type of business (not so operated or owned on the Effective Date) within the radius of miles specified in Section 1.13 from the location of the Premises, measured on a straight line basis on a map, not following contours of the land and streets. This covenant may be specifically enforceable by mandatory or prohibitory injunction by Landlord and any breach of this covenant may be conclusively deemed by Landlord to be a material and incurable breach of this Lease and for which Landlord shall be permitted to exercise all rights and remedies described herein and/or otherwise available at law or in equity.

10. Payment of Rent by VersaPay.

Simultaneously with Tenant's execution of this Lease, Tenant shall complete and submit to Landlord the authorization form attached hereto as Exhibit "H," which shall provide the necessary information and shall authorize Landlord to establish the monthly, automatic, electronic payment of the monthly Minimum Annual Rental and Additional Rent through Landlord's VersaPay program. Upon the Effective Date, Landlord shall initiate Tenant's VersaPay account; Tenant agrees to promptly respond to any electronic correspondence received from VersaPay in order to complete the initiation and setup of Tenant's VersaPay account. Tenant further agrees to maintain sufficient funds in Tenant's account on the first of each month for the withdrawal and payment of Minimum Annual Rental and Additional Rent. Landlord retains the right, in its sole discretion, to discontinue the acceptance of payment(s) by any particular electronic method. Additionally, in the event Tenant (a) defaults in the payment of Rent, and (b) does not at that time have an active VersaPay account, Tenant agrees that Landlord shall be entitled to set up a VersaPay account on Tenant's behalf in accordance with the foregoing process.

11. Retail Sales Tax Reporting.

The Village of Mount Prospect, Illinois (the "Village") has established a business district (the "Business District") that includes the Premises. Landlord is subject to an agreement with the Village regarding the redevelopment of the Business District and the sales tax revenues generated within the Business District. The Village requires reporting procedures to identify such sale tax revenues. Tenant agrees to cooperate and take all measures and execute such forms as may be reasonably requested by Landlord or the Illinois Department of Revenue ("IDOR") to facilitate (i) the identification of Tenant's sales within the Business District and such sale tax revenues and (ii) the release of such information to the Village. Tenant additionally agrees to file a separate IDOR Form ST-1 (or replacement form) with the IDOR for its retail business located in the Business District and upon written request from Landlord to supply to Landlord copies of State sales tax returns filed with IDOR promptly after the filing thereof.

6.

DEFINITION OF "GROSS SALES"

The term "Gross Sales" of Tenant, as used in this Lease, is defined to be the total of the gross selling prices of all merchandise or services sold in or from the Premises by Tenant, its subtenants, licensees and concessionaires, whether for cash or on credit and whether made by store personnel or by approved vending, video, pinball or gaming machines.

All sales originating at the Premises shall be considered as made and completed therein, even though bookkeeping, payment or collection of the account may take place elsewhere, and even though actual filling of the sale or service order and actual delivery of the merchandise may be made from a place other than the Premises. Each sale upon installments or credit shall be treated as a sale for the full cash price at the time of sale.

Notwithstanding anything to the contrary contained herein any sales made via any electronic media from or to the Premises shall for this clause be deemed to be a part of Gross Sales.

7.

POSSESSION AND USE

1. Permitted Uses.

Tenant shall (i) use the Premises solely for the purpose or purposes specified in Section 1.6 (and for no other purpose whatsoever without the prior written consent of Landlord), and (ii) operate its business on the Premises using only the exact trade name specified in Section 1.3 (and no other trade name whatsoever). Notwithstanding the foregoing, Tenant shall be permitted to change such trade name, provided that (a) a majority of Tenant's branches in the Illinois area are operated under such new trade name and (b) said new trade name is not then used by any other tenant or occupant of the Shopping Center. Tenant shall be permitted to change Tenant's trade name in connection with a Transfer (as hereinafter defined) in accordance with Article 15. At Tenant's sole expense, Tenant shall procure, maintain and hold available for Landlord's inspection any governmental license or permit required of the proper and lawful conduct of Tenant's business. Notwithstanding anything herein to the contrary, Tenant shall not violate any of the restrictions described in Exhibit "G" hereto. Landlord represents and warrants that as of the Effective Date Exhibit "G" completely and accurately sets forth all of the exclusive uses, prohibited

uses, and other use restrictions given by Landlord or any predecessor or otherwise applicable to the Shopping Center.

2. Duties and Prohibited Conduct.

Tenant shall not use, or suffer or permit any person or persons to use, the Premises for the sale or display of pornography, nudity, graphic violence, drug paraphernalia, or any goods and/or services, which, in the sole discretion of Landlord, are inconsistent with the image of a community or family-oriented shopping center. Tenant shall not sell alcohol or alcoholic beverages without Landlord's prior written consent, which Landlord may withhold in Landlord's sole discretion. Tenant shall comply with all Requirements applicable to its use, operation and occupancy of the Premises. Tenant shall not use or suffer or permit any person or persons to use, the Premises or any part thereof as an adult bookstore or second-hand store or to conduct an auction, distress, fire, bankruptcy or going-out-of-business sale. Tenant shall not cause or permit waste to occur in the Premises and, without limitation to the foregoing, shall not overload any floor or abuse the plumbing in the Premises. Tenant shall not cause or permit the accumulation of any debris or extraneous matter on the roof of the Premises, nor shall Tenant in any manner cut, puncture, drive nails into or otherwise mutilate the roof of the Premises. Tenant shall not dispose of any chemicals, oils, acid, or other waste in the building plumbing or waste lines which could cause damage or blockage thereto, or which are prohibited to be disposed of in such manner by the Environmental Protection Agency, or any law, rule, ordinance or regulation which applies to or affects the Premises. Tenant shall use diligent care not to exceed the capacity of the plumbing or waste lines. Tenant shall not burn trash or rubbish in or about the Premises and shall arrange, at Tenant's expense, for the removal of all refuse and garbage from the Premises by a private sanitation contractor acceptable to Landlord. Tenant shall keep the Premises free and clear of all rodents, vermin, roaches, insects and pests at its sole expense. Tenant shall keep the Premises, and every part thereof including without limitation, exterior and interior portions of all windows, wall panels, doors, and all other glass in a clean and wholesome condition, free from any objectionable noises, music volumes, vibrations, odors, exhausts or nuisances, and shall comply with all health and police regulations in all respects. Tenant shall not board or otherwise cover up the windows of the Premises. In the event that Tenant is cited for any violation of any health code, regulation or law and fails to remedy the same situation within five (5) business days of issuance of a violation, citation, notice of violation or warning, said failure to remedy the same or to undertake substantial action to remedy the same shall be deemed a material breach of this Lease. In addition to any other indemnity obligations under this Lease, Tenant agrees that it will indemnify and save Landlord harmless from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which may be imposed upon or incurred by or asserted against Landlord by reason of any such violation of any health code, regulation or law. Unless otherwise permitted by this Lease, Tenant shall keep no live animals of any kind in the Premises. Tenant shall not display or sell merchandise or place carts, portable signs, devices or any other objects, outside the defined exterior walls or roof and permanent doorways of the Premises. Tenant shall not solicit or distribute material in any manner in any portion of the Common Area. Tenant shall, at its cost, comply with all requirements of the Americans with Disabilities Act of 1990, or any state or local legislation in connection therewith (collectively, "ADA") relating to the use, occupancy, maintenance and alteration of the Premises, and Tenant shall reimburse Landlord for any costs associated with any alterations to the Shopping Center required to comply with the ADA due solely to Tenant's use, occupancy, maintenance and alteration of the Premises.

2.1. No Hazardous Substances. Neither Tenant nor its agents, employees, contractors or invitees shall cause or permit, knowingly or unknowingly, at any time, the storage, use, escape, disposal or release of Hazardous Substances (as hereinafter defined) in, on or under the Shopping Center. Tenant shall defend and indemnify and hold the Landlord Parties (as hereinafter defined) harmless against and from any and against any and all Claims (as hereinafter defined) arising out of a breach by Tenant of its covenant in the preceding sentence. This includes, without limitation, costs and expenses incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state, or local governmental agency or political subdivision because of the presence of Hazardous Substances on or about the Premises or the Shopping Center, or because of the presence of Hazardous Substances anywhere else which came or otherwise emanated from Tenant or the Premises. The foregoing covenants and indemnities shall survive the expiration or earlier termination of this Lease.

"Hazardous Substances" for purposes of this Lease shall be interpreted broadly to include, but not be limited to, any hazardous, toxic or radioactive material, matter, substance or waste that is or becomes regulated under any of the Requirements and shall include asbestos, polychlorinated biphenyls ("PCBs"), radioactive substances, petroleum and petroleum-based derivatives, hydrocarbons and urea formaldehyde and the terms "hazardous substance" and "hazardous waste" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901, 6903, 6921, et. seq. as now or hereafter amended or any other applicable federal, state or local law.

3. Conduct Subject to Prior Approval.

Tenant shall not sell merchandise from vending machines or allow any coin- or token- operated vending, video, pinball or gaming machines in the Premises. Tenant shall not erect an aerial or antenna on the roof or exterior walls of the Premises, and Tenant agrees that Landlord may remove any such aerial or antenna installed without such prior written consent without notice to Tenant, at any time and at Tenant's expense.

4. Deliveries.

Tenant shall use commercially reasonable efforts to complete, or cause to be completed, all deliveries, loading, unloading and services to the Premises prior to 10:00 a.m. of each day. Tenant shall not cause, and shall use commercially reasonable efforts to attempt to prevent, any delivery trucks or other vehicles serving the Premises from parking or standing in front of, or at the rear of, the Premises from 9:00 a.m. to 9:00 p.m. of each day. Landlord reserves the right to regulate further the activities of Tenant in regard to deliveries and servicing of the Premises, and Tenant agrees to abide by such further nondiscriminatory regulation of Landlord.

5. Failure of Tenant to Comply With Use Provisions.

It is expressly understood and agreed that Landlord does not consider the Minimum Annual Rental in itself a fair and adequate rental for the Premises. Therefore, if Tenant fails to comply with the use provisions set forth in

Article 7 of this Lease, Landlord will suffer damages in an amount which is not readily ascertainable and in any such event, Landlord shall have the right, at its option, in addition to any and all other remedies available at law, in equity or under this Lease, to collect as liquidated damages, and not as a penalty, in addition to all other charges which are due hereunder, one-sixtieth (1/60th) of an amount equal to the monthly installment of Minimum Annual Rental for each day which Tenant fails to comply with any of the use provisions set forth in Article 7 of this Lease.

8.

UTILITIES AND AIR CONDITIONING

1. Utilities and Air Conditioning.

Landlord agrees that initially it will make available to Tenant facilities for removal of sewage and for delivery of water, electricity, telephone service and, to the extent permitted by Landlord, natural gas (hereinafter collectively referred to herein as “Utilities”) to the Premises or, at Landlord’s sole option, to a central distribution point outside the Premises. Tenant agrees that the heating, ventilating and air-conditioning unit serving the Premises (the “Air-Conditioning Unit”), if any, shall be in “as-is” condition). Tenant agrees, at its expense, to use such Utilities and Air-Conditioning Unit throughout the Lease Term. Tenant must operate heating and cooling equipment to maintain the temperature within the Premises between 64 degrees F and 72 degrees F in the winter months, and between 74 degrees F and 78 degrees F in the summer months, but in no event at a temperature less than sufficiently high to prevent the freezing of water in pipes and fixtures. Subject to obtaining Landlord’s prior written consent, which Landlord may grant or withhold in its sole and absolute discretion, Tenant may use natural gas on the Premises in accordance with such terms and conditions as Landlord shall specify. If the Landlord requires a separate meter for such Utilities, Landlord may install same at Tenant’s cost and expense. If a separate meter is provided or required by Tenant for any such Utilities, it shall be installed and maintained at Tenant’s expense. Tenant shall not install any equipment which can exceed the capacity of any utility facilities and if any equipment installed by Tenant requires additional utility facilities, the same shall be installed at Tenant’s expense in compliance with all code requirements and plans and specifications, which must be approved in writing by Landlord. Tenant shall be solely responsible for and promptly pay all charges for use or consumption of sewer, gas, electricity, water and all other utility services on the earlier of the date upon which Landlord delivers possession of the Premises to Tenant or the date on which Tenant commences construction in the Premises.

2. Reserved Easement.

Landlord hereby reserves from the Premises conveyed to Tenant a nonexclusive easement to install, relocate and maintain, subject to Section 17.2 and Section 19.2, conduits, facilities and structures comprising the Utilities in and through the Premises and the air space above the ceiling height of the Premises. Landlord shall have the right to relocate any such conduits, facilities or structures; provided that Landlord shall use Landlord’s diligent efforts to minimize any interference with, or interruption of, Tenant’s business in the Premises, however, Landlord shall not be required to spend additional sums for off-hour or overtime labor.

3. No Liability.

Landlord shall not be liable to Tenant in damages or otherwise, for any discontinuance, failure or interruption of service to the Premises of Utilities or the Air-Conditioning Unit. No such discontinuance, failure or interruption shall be deemed a constructive eviction of Tenant or entitle Tenant to terminate this Lease or withhold payment of any rental due under this Lease. Furthermore, Landlord shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Tenant’s business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any of the services or utilities as set forth in this Article 8. Tenant shall operate the Premises in such a way as not to waste fuel, energy or natural resources.

9.

INDEMNITY; INSURANCE

1. Indemnification and Waiver.

To the extent not prohibited by law, Landlord, its partners, trustees, ancillary trustees and their respective officers, directors, shareholders, beneficiaries, agents, servants, employees, and independent contractors (collectively, “Landlord Parties”) shall not be liable for any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Tenant or by other persons claiming through Tenant. To the fullest extent permitted by law, Tenant shall indemnify, defend, protect, and hold harmless Landlord Parties from any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys’ fees) (collectively, “Claims”) incurred in connection with or arising from any cause in, on or about the Premises, either prior to, during, or after the expiration of the Lease Term or Tenant’s default of the terms covenants and conditions of this Lease. The provisions of this Section 9.1 shall survive the expiration or sooner termination of this Lease with respect to any claims or liability occurring prior to such expiration or termination.

2. Tenant’s Insurance Obligation.

Tenant further covenants and agrees that from and after the earlier of substantial completion of Landlord’s Work or Tenant’s entry into the Premises with Landlord’s consent, Tenant will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for:

2.1. Public Liability. Commercial general liability insurance, or equivalent, for bodily injury and property damage with coverage limits of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and, in the aggregate (or such greater amount as Landlord’s lender may require or as Landlord may reasonably request from time to time), insuring against any and all liability of the insured with respect to such Premises or arising out of the maintenance, use or occupancy thereof. All such bodily injury liability insurance and property damage liability insurance shall specifically insure the performance by Tenant of that part of the indemnity agreement contained in Section 9.1 relating to liability for injury to or death of persons and damage to property. During any construction performed by or on behalf of Tenant, Tenant shall obtain a “course of construction” endorsement to such insurance.

2.2. Workers' Compensation. The amount of workers' compensation insurance required by the state in which the Shopping Center is located for the benefit of Tenant's employees.

2.3. Plate Glass. Insurance covering full replacement cost of all plate glass on the Premises. Tenant shall have the option either to insure commercially or to self-insure the risk.

2.4. Equipment. Machinery insurance on all air-conditioning equipment and systems exclusively serving the Premises. If such equipment and the damage it may cause are not covered by Tenant's "All Risks" insurance (as specified in Subsection 9.2.5 below), then the insurance specified in this Section 9.2.4 shall be in an amount not less than One Hundred Thousand Dollars (\$100,000). If Tenant requires boilers or other pressure vessels to serve the Premises, they shall also be insured in the amount required by this Subsection 9.2.4.

2.5. Tenant's Improvements. Insurance covering (1) Tenant's Work; (2) Tenant's merchandise; (3) "Fixtures" (as defined in Section 14.2); (4) "Improvements" (as defined in Section 11.1) permitted under Article 11; and (5) "Personal Property" (as defined in Section 14.1) from time to time in, on or upon the Premises, in an amount not less than their full replacement cost, providing protection against any peril included within the classification "All Risks and Special Forms coverage," including, without limitation, coverage for back up of sewer and drains, sprinkler and flood damage and theft. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the provisions of Article 18.

2.6. Business Interruption. Business interruption insurance covering a minimum of twelve (12) months' Minimum Annual Rental naming Landlord as loss-payee.

2.7. Liquor Liability Insurance. In the event Tenant is permitted to sell or serve liquor in or from the Premises pursuant to this Lease, prior to the sale, storage, or use of alcoholic beverages on or from the Premises, Tenant shall obtain and thereafter maintain at all times during the Lease Term, a policy or policies of liquor law legal liability insurance saving harmless and protecting Landlord and the Shopping Center against any and all damages, claims, liens, judgments, expenses and costs, including attorneys' and expert witnesses' fees and costs by reason of any storage, sale or use of alcoholic beverages on or from the Premises, including, without limitation, liquor law liability, and Dram Shop liability. Such policy or policies of insurance shall have a minimum combined single limit per occurrence in amounts reasonably acceptable to Landlord, but not less than Three Million Dollars (\$3,000,000), shall apply to bodily injury, fatal or nonfatal; injury to means of support, and injury to property of any person.

2.8. Additional Insurance. Tenant shall carry and maintain during the Lease Term such other reasonable types of insurance coverage and in such reasonable amounts covering the Premises and Tenant's operations therein, as may be required by Landlord's lender or as may be reasonably requested by Landlord from time to time.

3. Form of Policies.

All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in the state where the Shopping Center is located and holding a general policyholder's rating of not less than "A" and a financial rating of not less than "Class X" as rated in the most current available "Best's" Insurance Reports. All such policies shall contain cross-liability endorsements and shall name Landlord, DLC Management Corporation, Landlord's mortgagees or beneficiaries and such additional individuals or entities as Landlord shall from time to time designate as "Additional Insureds." Executed copies of such policies of insurance or certificates thereof shall be delivered to Landlord simultaneously with the delivery to Landlord of execution counterparts of this Lease and, thereafter, executed copies of renewal policies or certificates thereof shall be delivered to Landlord within thirty (30) days prior to the expiration of the term of each such policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All policies of insurance delivered to Landlord must contain a provision that the company writing such policy will give to Landlord twenty (20) days' notice in advance of any cancellation, lapse, reduction in the amount of coverage or other adverse change respecting such insurance. All public liability, property damage and other casualty policies shall be written as primary policies, not contributing with or secondary to coverage which Landlord may carry.

4. Blanket Insurance Policies.

Tenant's obligation to carry the insurance provided for above may be satisfied by inclusion of the Premises within the coverage of a so-called "blanket" policy or policies of insurance carried and maintained by Tenant; provided, however, that Landlord, and Landlord's mortgagees or beneficiaries and such additional individuals or entities as Landlord shall from time to time designate, shall be named as additional insureds thereunder as their interests may appear and that the coverage afforded Landlord will not be reduced or diminished by reason of the use of such blanket policies of insurance, and that the amounts set forth in such blanket policies of insurance are on a "per location" basis, and provided further that the requirements set forth herein are otherwise satisfied. Tenant agrees to permit Landlord at all reasonable times to inspect any policies of insurance maintained by Tenant covering risks upon the Premises or related to Tenant's occupancy of the Premises if such policies have not been previously delivered to Landlord.

5. Mutual Waivers of Rights.

Landlord (for itself and its insurer, and to the extent and on the condition that Tenant carries and maintains at all times the insurance required under Section 9.2) hereby waives any rights, including rights of subrogation, and Tenant hereby waives any rights, including rights of subrogation, each may have against the other, and Tenant (for itself and its insurer) hereby waives any rights, including rights of subrogation, it may have against other tenants of the Shopping Center (provided such other tenants have waived such rights against Tenant) for compensation of any loss or damage occasioned to Landlord or Tenant, as the case may be, with regard to their respective property, the

Premises, its contents or portions of the Shopping Center, arising from any risk generally covered by the “All Risks” insurance and business interruption insurance Tenant is required to carry and maintain under Section 9.2, provided however, such waiver shall not apply to Tenant’s obligations pursuant to Section 17.1 hereof. The foregoing waivers shall be in operation only so long as insurance coverage recognizing such waivers is available in the state where the Shopping Center is located and so long as no policy is invalidated thereby.

6. Insurance Use Restrictions.

Tenant agrees that it will not carry any stock or goods or do anything in or about the Premises which will in any way tend to increase the insurance rates upon the building of which the Premises are a part. Tenant agrees to pay to Landlord forthwith upon demand the amount of any increase in premiums charged to Landlord for insurance carried by Landlord, which increase results from Tenant’s violation of the foregoing restrictions, irrespective of whether Landlord shall have consented to Tenant’s act. If Tenant installs any electrical equipment which overloads the electrical lines, Tenant shall, at its own expense, make all changes to its Premises and install any fire extinguishing equipment and/or other safeguards that Landlord’s insurance underwriters or applicable fire, safety and building codes and regulations may require. Nothing herein contained shall be deemed to constitute Landlord’s consent to such overloading.

10.

TITLE OF PREMISES

Except as permitted by this Lease, from and after the Effective Date, Tenant and all persons in possession of the Premises shall not encumber the Premises, whether involuntarily or otherwise. As to its leasehold estate, Tenant and all persons in possession thereof will conform to and will not violate the terms of any matters of record affecting the realty underlying the Premises, whether now existing or hereafter created. Tenant acknowledges that any mortgagee or deed of trust trustee or beneficiary whose mortgage or deed of trust is prior to this Lease has the right to cause its mortgage or deed of trust to be made subordinate, at any time, to Tenant’s interest in this Lease and the leasehold estate without Tenant’s consent.

11.

TENANT’S RIGHT TO MAKE IMPROVEMENTS

1. Improvements.

At Tenant’s own expense, after giving Landlord notice in writing of its intentions to do so, and without limiting Tenant’s right to remove and/or replace Personal Property in accordance with Section 14.1, Tenant may, from time to time, make such permanent and nonstructural alterations, replacements, additions, changes and/or improvements (collectively referred to in this Lease as “Improvements”) to the Premises as Tenant may find necessary or convenient for its purposes, provided that no Improvements may be made without obtaining the prior approval of Landlord, which approval shall not be unreasonably withheld. No Improvements shall be made to any storefront, mechanical system, the exterior walls or roof of the Premises, nor shall Tenant erect any mezzanine or increase the size of same, if one be initially constructed, without obtaining the prior approval of Landlord, which Landlord may withhold in its sole and absolute discretion. In no event shall Tenant make or cause to be made any penetration into or through the roof or floor of the Premises without obtaining the prior approval of Landlord. Tenant agrees to reimburse Landlord for all costs and expenses (including, without limitation, any architect and/or engineer fees) incurred by Landlord in approving or disapproving Tenant’s plans for Improvements. Tenant shall be liable for and shall defend, indemnify and protect Landlord and other tenants at the Shopping Center from any claim, demand, lien, loss, damage, liability or expense, including reasonable attorney fees and costs, arising from any Improvements permitted under this Article 11. Tenant agrees to deliver to Landlord, promptly upon completion of any Improvements, a lien waiver, in form satisfactory to Landlord, executed by all contractors, subcontractors and materialmen involved in the construction of such Improvements. Within thirty (30) days after completing its Improvements, Tenant shall certify to Landlord in writing Tenant’s actual cost of constructing its Improvements.

2. Construction Requirements.

All Improvements to be made to the Premises which require the approval of Landlord shall, if required by Landlord, be made under the supervision of a competent architect or licensed structural engineer. In addition, all Improvements shall be made in accordance with plans and specifications submitted to Landlord for its approval prior to commencement of the work, in accordance with such procedures as Landlord shall reasonably specify. Landlord’s approval of such plans and specifications shall create no liability or responsibility on the part of Landlord for their completeness, design sufficiency or compliance with the Requirements. All work with respect to any Improvements must be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except as otherwise reasonably required during the period of such work. Upon the expiration or earlier termination of this Lease, such Improvements shall not be removed by Tenant but shall become a part of the Premises unless otherwise required by Landlord. Any such Improvements shall be constructed strictly in accordance with the Requirements. Tenant shall, at its own expense, procure each and every permit, license, certificate and other authorization, and all renewals, extensions and continuations thereof, required in connection with the lawful and proper use and occupancy of the Premises by Tenant or required for the Shopping Center in connection with, or as a result of, Tenant’s actual or proposed use of the Shopping Center or the Premises. At Tenant’s request and at no cost to Landlord, Landlord shall cooperate with Tenant in obtaining all necessary governmental permits and approvals for Improvements desired to be made by Tenant in accordance with the provisions hereof, including executing and filing any necessary documents reasonably acceptable to Landlord. Tenant, prior to its contractor commencing its work, must submit evidence of the insurance referenced in Section II A. 4. of Exhibit “F,” in the form of certificates, naming Landlord and DLC Management Corporation as additional insureds. In performing the work of any such Improvements, Tenant shall have the work performed in such a manner as not to obstruct access to the premises of any other tenant in the Shopping Center. Tenant shall, at Tenant’s sole cost and expense, within thirty (30) days following the completion of Improvements, or within thirty (30) days after Landlord’s request, if Improvements have not commenced within ninety (90) days after having applied for a permit, close out any permit, approval and/or applications (including, but not limited to a building permit) and provide proof reasonably acceptable to Landlord evidencing same.

12.

MECHANICS' LIENS

1. Tenant's Covenants.

Tenant agrees that it shall pay, or cause to be paid, all costs of labor, services and/or materials supplied in the prosecution of any work, performed, or caused to be performed, on the Premises, and Tenant will keep the Premises free and clear of all mechanics' liens and other such liens on account of work performed for Tenant or persons claiming under Tenant. In the event that there shall be filed against the Premises or the Shopping Center, a mechanic's or other lien on account of work done or claimed to be done, by, for or on behalf of Tenant, Tenant shall cause the same to be discharged of record within thirty (30) days after the filing thereof.

2. Landlord's Right to Cure.

If Tenant shall be in default of any of its covenants in this Article 12 by failing to discharge any mechanic's or other such lien, Landlord will suffer damages in an amount which is not readily ascertainable, and in any such event, Landlord shall have the right, at its option, in addition to any and all other remedies available at law, in equity or under this Lease, to (i) collect as liquidated damages, and not as a penalty, in addition to all other charges which are due hereunder, one-sixtieth (1/60th) of an amount equal to the monthly installment of Minimum Annual Rental for each day which Tenant fails to discharge any mechanic's or other such lien as required in this Article 12, and/or (ii) discharge such lien by (a) paying the claimant an amount sufficient to settle and discharge the claim, (b) posting a mechanics' lien release bond, or (c) taking such action as Landlord shall deem appropriate, and, in any such event, Tenant shall pay as Additional Rent, on Landlord's demand, all costs (including reasonable attorneys' fees) incurred by Landlord in settling and discharging such lien together with interest thereon in accordance with Section 5.7, from the date of Landlord's payment of such costs. Landlord's payment of such costs shall not waive any default of Tenant under this Article 12.

3. Notice of Lien.

Tenant shall forthwith notify Landlord in writing of any claim of lien filed against the Premises or the commencement of any action affecting the title thereto.

4. Notice of Non-responsibility.

Landlord or its representatives shall have the right to go upon and inspect the Premises at all reasonable times and shall have the right to post and keep posted thereon notices of non-responsibility or such other notices which Landlord may deem to be proper for the protection of Landlord's interest in the Premises. Before the commencement of any work which might result in any such lien, Tenant shall give to Landlord written notice of its intention to do so, specifying the date on which such work shall commence, in sufficient time to enable Landlord to post and record such notices in accordance with the Requirements. Tenant shall have no power to subject the interest of the Landlord in the Premises or all or any portion of the Shopping Center to mechanic's or materialman's liens of any kind. All persons performing or providing work, labor, or materials at the Shopping Center or the Premises shall look solely to the interest of Tenant and not to that of the Landlord for compensation of any kind. Tenant shall indemnify Landlord for any legal fees and courts costs in connection with Tenant's obligations as set forth in this Article 12.

13.

ADVERTISING MEDIA

1. Signs.

Tenant shall not place, affix or maintain any signs, advertising placards, names, insignia, trademarks, descriptive material or any other similar item or items outside the Premises or on the store front, the glass panes and supports of the show windows, or any window, door, roof of the Premises or anywhere within or about the Premises that may be viewed from other portions of the Shopping Center, except such signs as Landlord, in its sole discretion, shall approve in writing in accordance with the Landlord's standard signage program. Tenant shall have the right, at Tenant's sole cost and expense, to install its Franchisor companywide standard signage on the exterior of the façade of the Premises, provided same is in accordance with the sign criteria attached hereto as Exhibit "E," all Requirements and Landlord's reasonable consent. Tenant shall erect signs (including Tenant's store front sign as required by Article 3 of this Lease) only in accordance with the provisions of the sign criteria established by Landlord and in accordance with all applicable law. Upon the expiration or earlier termination of this Lease, Tenant shall remove all such signs and immediately repair any damage resulting from such removal. Notwithstanding anything to the contrary in this Lease, Tenant shall not affix any signs to the roof of the Premises.

Notwithstanding anything contained herein to the contrary, Tenant shall have the right, at Tenant's sole cost and expense, to temporarily install, for not more than fourteen (14) days, a "Grand Opening" or "Coming Soon" banner, provided same (a) is professionally prepared and installed, (b) is in accordance with all Requirements, (c) receives Landlord's reasonable consent, and (d) is not in violation of any other tenant's lease at the Shopping Center.

Tenant shall have the right, at Tenant's sole cost and expense, to (i) install a sign panel bearing Tenant's trade name on both sides of the Shopping Center's existing pylon sign ("Pylon C") along Elmhurst Road and (ii) install a sign panel bearing Tenant's trade name on the digital pylon sign ("Digital Pylon"). The locations of Pylon C and the Digital Pylon are depicted on Exhibit "A" attached hereto. The location of the sign panels are depicted on Exhibit "E-1" attached hereto. Tenant's pylon rights are subject to all Requirements, Exhibit "E", Landlord's reasonable consent, and if installed Tenant shall remove same prior to the expiration of the Lease Term. If Tenant does not install its pylon panel within one hundred twenty (120) days following the Rent Commencement Date, or if Tenant does not have a pylon panel on the pylon sign for six (6) consecutive months at any time during the Lease Term, then Tenant's right to a pylon panel shall be null and void.

2. Miscellaneous Media.

Tenant shall utilize no advertising medium within the Premises or within the Common Area which can be heard or experienced outside the Premises, including, without limitation, flashing lights, searchlights, loudspeakers,

phonographs, radios or televisions. Tenant shall not display, paint or place, or cause to be displayed, painted or placed, any handbills, bumper stickers or other advertising devices on any vehicle parked in the parking area of the Shopping Center, whether belonging to Tenant, or to Tenant's agent, or to any other person, nor shall Tenant distribute, or cause to be distributed, in the Shopping Center, any handbills or other advertising devices.

14.

PERSONAL PROPERTY; FIXTURES

1. Removal and Replacement.

All of Tenant's trade fixtures, furniture, furnishings, signs and other personal property not permanently affixed to the Premises (collectively referred to herein as "Personal Property") must be new or in like-new condition when installed in, or attached to, the Premises by Tenant. Subject to the provisions of Section 14.2, any such Personal Property shall remain the property of Tenant. Provided Tenant is not in default under the terms of this Lease, Tenant shall have the right to remove any or all of its Personal Property which it may have stored or installed in the Premises, including, without limitation, counters, shelving, showcases, mirrors and other movable Personal Property, so long as Tenant shall immediately replace the same with similar Personal Property of comparable or better quality, except Tenant shall not be obligated to replace such Personal Property at the expiration or earlier termination of this Lease. Tenant shall, at its expense, immediately repair any damage occasioned to the Premises by reason of the removal of any such Personal Property. In addition, upon written notice from Landlord prior to the expiration or termination of the Lease Term, Tenant shall remove any such Personal Property. Tenant's obligations under this provision shall survive the end of the Lease Term. If Tenant fails to remove such Personal Property as directed in Landlord's written notice, then upon Tenant's vacating the Premises, Landlord, at its option and on Tenant's behalf, may remove any or all of such Personal Property and dispose of same at Landlord's discretion, and Tenant, within fifteen (15) days after receipt of a bill therefor, shall pay to Landlord, as additional rent, a sum equal to all costs and expenses incurred or expended by Landlord in performing such removal work plus administrative costs in an amount equal to twenty percent (20%) of such sums and/or costs.

2. Fixtures.

Tenant's Improvements and any personalty installed in the Premises that becomes realty under applicable law are collectively referred to in this Lease as "Fixtures" and shall become the property of Landlord upon the expiration or earlier termination of this Lease. In addition, upon written notice from Landlord prior to the expiration or termination of the Lease Term, Tenant shall remove any such Fixtures. Tenant's obligations under this provision shall survive the end of the Lease Term. If Tenant fails to remove such Fixtures as directed in Landlord's written notice, then upon Tenant's vacating the Premises, Landlord, at its option and on Tenant's behalf, may remove any or all of such Fixtures and dispose of same at Landlord's discretion, and Tenant, within fifteen (15) days after receipt of a bill therefor, shall pay to Landlord, as additional rent, a sum equal to all costs and expenses incurred or expended by Landlord in performing such removal work plus administrative costs in an amount equal to twenty percent (20%) of such sums and/or costs.

3. Landlord's Security Interest.

Tenant hereby grants Landlord a security interest in Tenant's merchandise, Fixtures and Personal Property located on the Premises to secure Tenant's performance of any and all of Tenant's obligations under this Lease; provided, however, such security interest shall be subordinate to any security interest granted by Tenant to an institutional lender. To perfect such security interest, Tenant agrees to execute and deliver to Landlord such financing statements required by the applicable Uniform Commercial Code as Landlord may request. If Tenant shall desire to obtain from Landlord a subordination of Landlord's security interest set forth in this Section 14.3, Tenant shall submit such request to Landlord in writing, on a form acceptable to Landlord, accompanied by a non-refundable fee in the amount of Five Hundred Dollars (\$500.00) to reimburse Landlord for processing Tenant's request for such waiver.

4. Personal Property Taxes.

Tenant shall pay before delinquency all taxes (including sales and use taxes), assessments, license fees and public charges levied, assessed or imposed upon its business operation as well as upon all merchandise and Personal Property located in the Premises from time to time. In the event any such items of property are assessed with property of Landlord, then, and in such event, such assessment shall be equitably divided between Landlord and Tenant. Landlord shall determine the basis of dividing any such assessment and such determination shall be binding upon both Landlord and Tenant. No taxes, assessments, fees or charges referred to in this Section 14.4 shall be considered as Taxes under the provisions of Section 5.4.

15.

TRANSFERS

1. Transfers.

Tenant shall not assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, permit any assignment or other such foregoing transfer of this Lease or any interest hereunder by operation of law, to sublet the Premises or any part thereof, or permit the use of the Premises by any persons other than Tenant and its employees (all of the foregoing are hereinafter sometimes referred to collectively as "Transfers" and any person to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "Transferee"), without first procuring the written consent of Landlord, which consent shall not be unreasonably withheld provided the following criteria are satisfied: (1) the proposed Transferee shall have a net worth and working capital in amounts determined by Landlord to be sufficient to assure the future performance by such transferee of Tenant's obligations hereunder; (2) the proposed Transferee shall have sufficient retailing experience in shopping centers of comparable size to the Shopping Center and in the operation of a business similar to the use permitted hereunder; and (3) the business reputation of the proposed Transferee shall meet or exceed generally acceptable commercial standards. In no event shall the Transferee be an existing tenant at the Shopping Center. If Tenant shall desire Landlord's consent to any Transfer, Tenant shall notify Landlord in writing, which notice (the "Transfer Notice") shall include (i) the proposed effective date of the Transfer, which

shall not be less than thirty (30) days nor more than ninety (90) days after the date of delivery of the Transfer Notice; (ii) a description of the portion of the Premises to be transferred (the "Subject Space"); (iii) all of the terms of the proposed Transfer and the consideration therefor (including a calculation of the "Transfer Premium," as that term is defined in Section 15.3, below, in connection with such Transfer), the name and address of the proposed Transferee, and a copy of all existing and/or proposed documentation pertaining to the proposed Transfer, including all existing operative documents to be executed to evidence such Transfer or the agreements incidental or related to such Transfer, (iv) current financial statements of the Transferee certified by an officer, partner or owner thereof, and any other information required by Landlord, which will enable Landlord to determine the financial responsibility, character, and reputation of the Transferee, nature of such Transferee's business and proposed use of the Subject Space, (v) an administrative fee equal to Two Thousand Five Hundred Dollars (\$2,500.00), which is a non-refundable fee to reimburse Landlord for processing Tenant's request for consent (if such fee is not received by Landlord simultaneously with Tenant's request, Landlord shall have the right to treat the request as null and void and improperly delivered), and (vi) such other information as Landlord may reasonably require. Any Transfer made without Landlord's prior written consent shall, at Landlord's option, be null and void ab initio, and of no effect, and shall, at Landlord's option, constitute a default by Tenant under Section 21.1.3 of this Lease.

2. Landlord's Consent.

If Landlord consents to any Transfer pursuant to the terms of this Section 15.2, Tenant may within ninety (90) days after Landlord's consent, but not later than the expiration of such six-month period, enter into such Transfer of the Premises or portion thereof, upon substantially the same terms and conditions as are set forth in the Transfer Notice furnished by Tenant to Landlord pursuant to Section 15.1 of this Lease, provided that if there are any changes in the terms and conditions from those specified in the Transfer Notice (i) such that Landlord would initially have been entitled to refuse its consent to such Transfer under this Section 15.2, or (ii) which would cause the proposed Transfer to be more favorable to the Transferee than the terms set forth in Tenant's original Transfer Notice, Tenant shall again submit the Transfer to Landlord for its approval and other action under this Article 15 (including Landlord's right of recapture, if any, under Section 15.4 of this Lease).

3. Transfer Premium.

If Landlord consents to a Transfer, as a condition thereto which the parties hereby agree is reasonable, Tenant shall pay to Landlord any "Transfer Premium," as that term is defined in this Section 15.3, received by Tenant from such Transferee. "Transfer Premium" shall mean all rent, additional rent or other consideration payable by such Transferee in excess of the Rent and Additional Rent payable by Tenant under this Lease, on a per rentable square foot basis.

4. Landlord's Option as to Subject Space. Intentionally deleted.

5. Effect of Transfer.

If Landlord consents to a Transfer, (i) the terms and conditions of this Lease shall in no way be deemed to have been waived or modified, (ii) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, (iii) Tenant shall deliver to Landlord, promptly after execution, an executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord, (iv) Tenant shall furnish upon Landlord's request a complete statement, certified by an independent certified public accountant, or Tenant's chief financial officer, setting forth in detail the computation of any Transfer Premium Tenant has derived and shall derive from such Transfer, and (v) no Transfer relating to this Lease or agreement entered into with respect thereto, whether with or without Landlord's consent, shall relieve Tenant or any guarantor of this Lease from liability under this Lease. Landlord or its authorized representatives shall have the right at all reasonable times to audit the books, records and papers of Tenant relating to any Transfer, and shall have the right to make copies thereof. If the Transfer Premium respecting any Transfer shall be found understated, Tenant shall, within thirty (30) days after demand, pay the deficiency and Landlord's costs of such audit, and if understated by more than ten percent (10%), Landlord shall have the right to cancel this Lease upon thirty (30) days' notice to Tenant.

6. Additional Transfers.

For purposes of this Lease, the term "Transfer" shall also include (i) if Tenant is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of twenty-five percent (25%) or more of the partners, or transfer of twenty-five percent (25%) or more of partnership interests, within a twelve (12)-month period, or the dissolution of the partnership without immediate reconstitution thereof, and (ii) if Tenant is a closely held corporation (i.e., whose stock is not publicly held and not traded through an exchange or over the counter), limited liability company, or other entity, (A) the dissolution, merger, consolidation or other reorganization of Tenant, (B) the sale or other transfer of more than an aggregate of twenty-five percent (25%) of the voting shares of Tenant (other than to immediate family members by reason of gift or death), within a twelve (12)-month period, or (C) the sale, mortgage, hypothecation or pledge of more than an aggregate of twenty-five percent (25%) of the value of the unencumbered assets of Tenant within a twelve (12) month period. If there have been previous transfers during the Lease Term equal to twenty-five percent (25%) of Tenant's interest in this Lease in the aggregate, any other transfer of an interest in Tenant shall be deemed an assignment of the interest of Tenant in this Lease within the meaning of this Section.

7. Franchisor Rights.

Notwithstanding anything to the contrary contained in this Article 15, Landlord agrees to the following:

7.1. Collateral Assignment. So long as Tenant is not in default of the terms, covenants and conditions of the Lease after notice and beyond the expiration of any applicable cure and grace period, upon ten (10) days' prior written notice to Landlord, Tenant has the right to assign all of its right, title and interest in this Lease to Hand & Stone Franchise Corp. ("Franchisor") during the Lease Term, including any extensions or renewals, without first obtaining Landlord's consent but upon providing Landlord with written notice. In the event of expiration or early termination of that certain Franchise Agreement by and between the Franchisor and Tenant for the operation of a "Hand & Stone" business at the Premises (the "Franchise Agreement"), Franchisor shall have the right, at Franchisor's election, to unilaterally assume

Tenant's right, title and interest in this Lease pursuant to the terms of the Franchise Agreement and this Lease. No assignment will be effective, however, until Franchisor gives Landlord written notice of its acceptance of said assignment, and, if such assignment is due to a default by Tenant, Franchisor fully cures such default within the cure period provided in this Lease, if any. If Franchisor fails to fully cure any such defaults to Landlord's satisfaction by such deadline, the assignment shall be rendered null and void ab initio. Franchisor will be responsible for the Lease obligations incurred after the effective date of such assignment. If Franchisor elects to assume this Lease under this subparagraph or unilaterally assumes this Lease, Landlord and Tenant agree that Tenant will remain liable for all responsibilities and obligations accruing under this Lease, including amounts owed to Landlord, prior to the date of such assignment and assumption. Landlord shall have no liability to Franchisor in the event that Tenant fails to timely vacate the Premises.

Landlord shall not unreasonably withhold its consent if and when Franchisor (if it has exercised its rights under the Franchise Agreement) seeks to assign this Lease to any third party, provided that such third party (i) as of the effective date of such assignment has a net worth equal to or greater than the net worth of Tenant as of the Effective Date as shown in the such third party's financial statements prepared in accordance with generally accepted accounting principles (GAAP) by a certified public accountant; (ii) agrees to operate the Premises as a "Hand & Stone" business pursuant to a Franchise Agreement, and in accordance with the terms, conditions and covenants of this Lease, including the Permitted Use; and (iii) meets Franchisor's then-current requirements for franchise ownership. Provided that Franchisor is not otherwise in default of the terms covenants and conditions of this Lease after notice and beyond the expiration of any applicable cure or grace period, upon receipt by Landlord of an assumption agreement under which the assignee agrees to assume: (a) this Lease, and (b) all of Franchisor's duties hereunder, and provided (i) and (ii) above are satisfied, Franchisor shall thereupon be released from all liability as tenant from and after such date of assignment, without need for additional written confirmation of such release from Landlord to Franchisor.

7.2. Lease Termination. In the event Tenant ceases operations for a period in excess of seven (7) days, and Franchisor does not exercise its assignment rights under the Franchise Agreement, Franchisor (or its representative) upon not less than ten (10) days' prior written notice to Landlord (which notice shall be delivered no later than five (5) days after Tenant ceases operations), may enter the Premises at any reasonable time without being guilty of trespass to effect de-identification or removal of Franchisor's proprietary equipment, software and brand-identifying trade dress (which Franchisor agrees to do promptly and in no event in excess of thirty (30) days from the date upon which Franchisor shall first have been provided access to the Premises by Landlord), provided, however, that Franchisor enters into an agreement requiring Franchisor to (i) indemnify Landlord for all loss, cost or legal fees incurred by Landlord as a result of Franchisor's actions at or about the Premises and the Shopping Center; (ii) cap all plumbing lines exposed as a result of Franchisor's de-identification work at the Premises and terminate all exposed electrical lines, all in accordance with all applicable building codes, laws and regulations; and (iii) to the extent not paid by Tenant, Franchisor shall pay Landlord the rent and other charges payable under this Lease for the use and occupancy of the Premises from the day on which Franchisor shall have been granted access to the Premises until the date Franchisor vacates the Premises and repairs any damage to the Premises, it being understood, however, that Franchisor shall not, thereby, have assumed the other obligations of Tenant to Landlord nor shall Franchisor acquire any rights to the Premises or the Lease or any property located within the Premises other than the signs and proprietary materials.

8. Permitted Transfers.

Notwithstanding anything to the contrary contained in this Article 15, Landlord agrees that Tenant may, after prior written notice to Landlord, without obtaining Landlord's prior written consent and without complying with the provisions of Section 15.3 hereof, but subject to all other provisions of Article 15, assign this Lease or sublease the Premises to:

(1) any entity which is (i) controlled by Tenant, (ii) the parent of Tenant ("Parent") or (iii) under common control with Tenant;

(2) a purchaser of all or substantially all of the assets of Tenant (or Parent); or

(3) the new or surviving entity in the event of the merger or consolidation of Tenant (or Parent), with the transactions referenced in (1), (2) and (3) being referred to as "Permitted Transfers," and any person or entity to whom any Permitted Transfer is made being referred to as a "Permitted Transferee."

The foregoing is further conditioned on the satisfaction of all of the following conditions: (i) the Premises shall be used by the Permitted Transferee solely for the Permitted Use pursuant to this Lease; (ii) Tenant shall not be in default under this Lease after notice and expiration of any applicable cure period at the time of such Permitted Transfer; (iii) Landlord must be furnished with an executed counterpart of the Permitted Transfer document within ten (10) days after its effective date; (iv) the Permitted Transferee shall have a net worth equal to or greater than the net worth of the Tenant as of the date of this Lease; (v) the Permitted Transferee shall be experienced in the business permitted under this Lease and shall have managerial and operational skills comparable to those of the then Tenant; and (vi) in no event shall Tenant be permitted to use a series of one or more Permitted Transfers for the purpose of avoiding the prohibitions contained in this Lease against assignment and subletting without Landlord's prior written consent. As an example of the foregoing, Tenant shall not assign this Lease to an affiliate whose assets consist of this Lease and thereafter sell the stock (or partnership or member interests) to an independent third party, with the intended result being to defeat the purpose of this Article by two successive Permitted Transfers. Provided that Tenant is not otherwise in default of the terms covenants and conditions of this Lease after notice and beyond the expiration of any applicable cure or grace period, upon receipt by Landlord of an assumption agreement under which the Permitted Transferee agrees to assume: (a) this Lease, and (b) all of Tenant's duties hereunder, and provided (i) and (ii) above are satisfied, Tenant and Guarantor shall thereupon be released from all liability as from and after such date of assignment, without need for additional written confirmation of such release from Landlord to Tenant.

16.

TENANT'S CONDUCT OF BUSINESS

1. Operating Covenants.

Tenant covenants and agrees that it will, continuously and uninterruptedly from and after the Rent Commencement Date, (a) operate and conduct within the entire rentable square footage of the Premises the business which it is permitted to operate and conduct under the provisions hereof, except while the Premises are untenable by reason of fire or other casualty, (b) maintain within the Premises an adequate stock of merchandise together with sufficient personnel and Personal Property to service and supply the usual and ordinary requirements of its customers, and (c) keep the Premises in a neat, clean and orderly condition. Tenant shall conduct its business at all times in such manner as to produce the maximum return to Tenant.

2. Operating Days and Hours.

Recognizing that it is in the interests of both Tenant and Landlord to have regulated hours of business for all of the Shopping Center, Tenant agrees that, commencing with the opening for business by Tenant in the Premises and for the remainder of the Lease Term, Tenant shall be open for business continuously with its window displays, exterior signs and exterior advertising displays adequately illuminated from 9a.m. to 10p.m. on Monday through Saturday, and 10a.m. to 6p.m. on Sunday. It is agreed, however, that the foregoing provisions shall be subject to the hours of operation prescribed by any governmental regulations or labor union contracts which may govern the operation or business of Landlord or Tenant.

3. Failure of Tenant to Open; Failure to Operate.

It is expressly understood and agreed that Landlord does not consider the Minimum Annual Rental in itself a fair and adequate rental for the Premises. Therefore, if Tenant fails to open for business on the Rent Commencement Date and/or thereafter, if Tenant fails to continuously operate its business in accordance with the terms of this Lease or vacates the Premises prior to the expiration of the Term, Landlord will suffer damages in an amount which is not readily ascertainable and in any such event, Landlord shall have the right, at its option, in addition to any and all other remedies available at law, in equity or under this Lease, to collect as liquidated damages, and not as a penalty, in addition to all other charges which are due hereunder, one-sixtieth (1/60th) of an amount equal to the monthly installment of Minimum Annual Rental for each day which Tenant fails to so open or operate, as the case may be.

17.

REPAIRS AND MAINTENANCE

1. Tenant's Obligations.

Tenant agrees at all times, at its own cost and expense, to repair, maintain in good and tenantable condition and replace, as necessary, the Premises and every part thereof (except that portion of the Premises to be maintained by Landlord under Section 17.2), including, without limitation, the following: all meters, pipes, conduits, equipment, components and facilities (whether or not within the Premises) that supply the Premises with Utilities on an exclusive basis (except as the appropriate utility company has assumed these duties) or that form the Air-Conditioning Unit exclusively serving the Premises; all Fixtures and other equipment installed in the Premises; all exterior and interior glass installed in the Premises; the storefront(s); all signs, locks and closing devices; all window sashes, casements and frames; doors and door frames; floor coverings, including carpeting, terrazzo or other special flooring; and all such items of repair, maintenance, alteration, improvement or reconstruction as may be required at any time or from time to time by a governmental agency having jurisdiction thereof. All replacements made by Tenant in accordance with this Section 17.1 shall be of like size, kind and quality to the items replaced as they existed when originally installed and shall be subject to Landlord's approval. Tenant shall contract with a qualified air-conditioning service company approved by Landlord for the semi-annual maintenance and the repair and replacement, as necessary (whether due to use, neglect, vandalism or otherwise), of the Air-Conditioning Unit exclusively serving the Premises and shall deliver to Landlord copies of all maintenance reports prepared by such company periodically, but no less frequently than once per year. Tenant shall also provide Landlord with a copy of the contract within ten (10) days after Tenant's opening of the Premises to the public for business, as well as a copy of any subsequent contracts within ten (10) days after their execution. Provided Tenant is not nor has been in default under the terms and conditions of this Lease and Tenant fully complies with Tenant's obligations under this Section and that the need for repairs of the Air-Conditioning Unit during the initial Lease Term (excluding any extensions or Renewal Terms) is not caused by the negligence or willful misconduct of Tenant or its agents, employees or contractors, repair obligations of Tenant with respect to the Air-Conditioning Unit shall not exceed Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per year (unless and until the Air-Conditioning Unit is replaced, in which event Tenant shall thereafter be solely responsible for the cost and expense of repairing the Air-Conditioning Unit). Provided Tenant is not nor has been in default under the terms and conditions of this Lease and Tenant fully complies with Tenant's obligations under this Section and that the need for the replacement of the Air-Conditioning Unit during the initial Lease Term (excluding any extensions or Renewal Terms) is not caused by the negligence or willful misconduct of Tenant or its agents, employees or contractors, Landlord shall be responsible for the one-time replacement of the 12.5 ton Air-Conditioning Unit if it is deemed by Landlord to be in need of replacement (the "Replacement Air-Conditioning Unit"). In the event the Air-Conditioning Unit is replaced, Tenant shall thereafter be solely responsible for repair/replacement of the Replacement Air-Conditioning Unit. Upon surrender of the Premises, Tenant shall deliver the Premises to Landlord in good order, condition and state of repair, with all Improvements removed pursuant to Article 11 (and any damage caused by such removal repaired), but shall not be responsible for damages resulting from ordinary wear and tear, casualty losses covered by Article 18, or any items of repair covered by Section 17.2. Unless waived by Landlord, in writing, Tenant shall accompany Landlord, or one of Landlord's authorized representatives, on a joint inspection of the Premises prior to such surrender.

2. Landlord's Obligations.

Subject to Section 17.1 and Section 19.2 and Section 19.3, Landlord shall repair, maintain in good and tenantable condition and replace, as necessary, the roof, exterior walls and structural parts of the Premises (including the structural floor and foundation) and all meters, pipes, conduits, equipment, components and facilities that supply the Premises with Utilities on a nonexclusive basis (except as the appropriate utility company has assumed these

duties); provided however that Landlord shall not be required to make repairs necessitated by reason of the negligence or willful misconduct of Tenant or anyone claiming under Tenant, by reason of the failure of Tenant to perform or observe any conditions or agreements of this Lease, or by reason of Improvements made by Tenant or anyone claiming under Tenant. As used in this Article 17, "exterior walls" shall exclude storefronts, plate glass, window cases and window frames, doors and door frames, security grills and similar enclosures. It is understood and agreed that Landlord shall have no obligation to repair, replace or maintain the Premises or the mechanical equipment exclusively serving the Premises at any time, except as this Lease expressly provides. Notwithstanding anything to the contrary contained in this Lease, Landlord shall not in any way be liable to Tenant for failure to make repairs as herein specifically required of it unless Tenant has previously notified Landlord, in writing, of the need for such repairs and Landlord has failed to commence and complete such repairs within a reasonable period of time following receipt of Tenant's written notification. Tenant hereby waives and releases its right to make repairs at Landlord's expense under any law, statute, or ordinance now or hereafter in effect.

3. Tenant's Failure to Maintain.

If Tenant refuses or neglects to repair, replace, or maintain the Premises, or any part thereof, in a manner reasonably satisfactory to Landlord, Landlord shall have the right, upon giving Tenant ten (10) days' written notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant. In such event, Tenant shall pay the cost of such work as Additional Rent promptly upon receipt of an invoice therefor.

4. Right to Enter.

Tenant agrees to permit Landlord, or its authorized representatives, to enter the Premises at all times during usual business hours to inspect the same, to perform its duties under Section 17.2, and to perform any work therein (a) that may be necessary to comply with the Requirements or the Insurance Service Office or any similar body, (b) that Landlord may deem necessary to prevent waste or deterioration in connection with the Premises if Tenant does not make, or cause to be made, such repair or perform, or cause to be performed, such work promptly after receipt of written demand from Landlord, and (c) that Landlord may deem necessary in connection with the expansion, reduction, remodeling or renovation of any portion of the Shopping Center. In connection with such repairs, Landlord agrees to use commercially reasonable efforts to minimize interference with Tenant's business, however, Landlord shall not be required to spend additional sums for off-hour or overtime labor. Nothing herein contained shall imply any duty on the part of Landlord to do any such work which, under any provisions of this Lease, Tenant may be required to do, nor shall Landlord's performance of any repairs on behalf of Tenant constitute a waiver of Tenant's default in failing to do the same. No exercise by Landlord of any rights reserved in this Section 17.4 shall entitle Tenant to any compensation, damages or abatement of rent from Landlord for any injury or inconvenience occasioned thereby. If Landlord makes or causes any such repairs to be made or performed, due to item (b) herein above, Tenant shall pay the cost thereof to Landlord, as Additional Rent, promptly upon receipt of an invoice therefor, except for that work as provided in subpart (c) of this Section 17.4 which shall be at the sole cost and expense of Landlord.

5. Exemption from Liability.

Landlord shall not be liable for any damage done or occasioned by or from the electrical system, heating or air conditioning unit, and plumbing and sewer systems in, upon or about the Premises or the building of which the Premises are a part, nor for damage occasioned by water, snow or ice being upon or coming through the roof, trapdoor, walls, windows, doors or otherwise, nor for any damages arising from acts of negligence of tenants or other occupants of the building or buildings of which the Premises may be a part, or the acts of any owners or occupants of adjoining or contiguous properties; and furthermore, Landlord shall not be liable for any damage occasioned by reason of the construction of the Premises or for failure to keep the Premises in repair, unless Landlord is obligated to make such repairs under the terms hereof, and unless notice of the need for repairs has been given to Landlord, a reasonable time has elapsed and Landlord has failed to make such repairs. In any event, Landlord shall not be liable for any damage to Tenant's Improvements, Fixtures, or merchandise resulting from fire or other insurable hazards, regardless of the cause thereof, and Tenant hereby releases Landlord from all liability for such damage.

18.

RECONSTRUCTION

1. Insured Casualty.

In the event the Premises are damaged by fire or other perils covered by Landlord's insurance, Landlord shall:

1.1. Repair of Damage. Within a period of ninety (90) days thereafter, commence repair, reconstruction and restoration (collectively referred to as "Reconstruction" in this Article 18) of that portion of the Premises originally constructed by Landlord ("Landlord's Reconstruction Work") and prosecute the same diligently to completion. Tenant, at its sole cost and expense, shall repair and restore that portion of the Premises and the items therein constructed by Tenant after the Delivery Date ("Tenant's Reconstruction Work"). If the cost of Reconstruction exceeds the amount of insurance proceeds received by Landlord and/or made available to Landlord by Landlord's mortgagee, Landlord may elect to terminate this Lease by giving notice thereof to Tenant within fifteen (15) days following Landlord's determination that the cost of Reconstruction will exceed the insurance proceeds.

1.2. Damage Near End of Term. In the event of partial or total destruction of the Premises during the last two (2) years of the Lease Term, Landlord and Tenant shall each have the option to terminate this Lease on notice to the other of exercise thereof within thirty (30) days after such destruction. For purposes of this Article 18, "partial destruction" shall mean destruction to an extent of at least thirty-three and one-third percent (33 1/3%) of the full replacement cost as of the date of destruction.

2. Uninsured Casualty.

In the event the Premises are damaged by any event not covered by Landlord's insurance to any extent

whatsoever, Landlord shall have the election, and shall within ninety (90) days following the date of such damage give Tenant written notice of Landlord's election, either (i) to commence Reconstruction of Landlord's Reconstruction Work and prosecute the same diligently to completion, in which event this Lease shall continue in full force and effect and Tenant, at its sole cost and expense, shall repair and restore all of Tenant's Reconstruction Work, or (ii) not to perform such Reconstruction of such portion of the Premises, in which event this Lease shall cease and terminate not later than sixty (60) days after Landlord's notice of its election to terminate.

3. Construction Provisions.

In the event of any Reconstruction of the Premises under this Article 18, such Reconstruction shall cover all of the work set forth therein under Landlord's Reconstruction Work and Tenant's Reconstruction Work. Landlord shall reconstruct the Premises only to the extent of the work as described in Landlord's Reconstruction Work. Tenant, at its sole cost and expense, shall reconstruct all items set forth in Tenant's Reconstruction Work and shall replace its merchandise, Fixtures and Personal Property. Tenant shall commence such reconstruction of Tenant's Reconstruction Work and replacement of Tenant's merchandise, Fixtures and Personal Property promptly upon delivery to it of possession of the Premises and shall diligently prosecute the same to completion.

4. Release of Liability.

Upon any termination of this Lease under any of the provisions of this Article 18, the parties shall be released thereby without further obligation to the other party coincident with the surrender of possession of the Premises to Landlord, except for its obligations which have theretofore accrued and are then unpaid and any other obligations set forth in this Lease that expressly survive the expiration or earlier termination of this Lease. In the event of termination, all proceeds from Tenant's insurance (including self-insurance and deductibles) maintained pursuant to Section 9.2.5, covering Tenant's Reconstruction Work, Improvements, and Tenant's Fixtures, but excluding proceeds for Tenant's merchandise and Personal Property, shall be disbursed and paid to Landlord.

5. Abatement of Rent.

In the event of Reconstruction as herein provided, the Minimum Annual Rental shall not be abated, and all proceeds from the insurance required to be maintained by Tenant under Section 9.2.6 received by Landlord shall be credited against Minimum Annual Rental due hereunder. Should the Reconstruction extend beyond the term of coverage for such insurance, then the Minimum Annual Rental shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired, as reasonably determined by Landlord in its sole and absolute discretion, commencing from the date of such damage or destruction and continuing until the completion of the Reconstruction and replacement specified in Section 18.3, but in no event later than thirty (30) days following the completion of Landlord's Reconstruction Work pursuant to this Article 18. Tenant shall continue the operation of its business on the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay Additional Rent shall remain in full force and effect. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises, the building of which the Premises are a part Tenant's Personal Property, or any inconvenience or annoyance occasioned by such damage, Reconstruction or replacement. The provisions of this Lease, including this Article 18, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises or the Shopping Center, and any statute or regulation of the state in which the Shopping Center is located, with respect to any rights or obligations concerning damage or destruction in the absence of an express agreement between the parties, and any other statute or regulation, now or hereafter in effect, shall have no application to this Lease or any damage or destruction to all or any part of the Premises or the Shopping Center.

6. Major Destruction.

Notwithstanding any of the foregoing provisions of this Article 18, should there be a partial or total destruction of the Shopping Center at any time after the Effective Date, Landlord shall have the right to terminate this Lease on notice to Tenant within thirty (30) days after such destruction. Notwithstanding anything contained herein to the contrary, Landlord shall not exercise any rights that it may have to terminate this Lease with respect to any casualty unless it simultaneously terminates the leases of all other similarly situated tenants with respect to which Landlord has a termination right.

19.

COMMON AREA

1. Definition of "Common Area."

The term "Common Area" refers to all improved and unimproved areas and facilities within the boundaries of the Shopping Center that are now or hereafter made available for the general use, convenience and benefit of Landlord, other persons entitled to occupy rentable square footage in the Shopping Center and/or their customers, patrons, employees and invitees.

2. Use of Common Area.

Tenant and its employees and invitees are authorized, empowered and privileged to use the Common Area together with other persons after the Effective Date. Landlord agrees to maintain and operate, or cause to be maintained and operated (except as hereinafter provided with reference to cost of maintenance), such Common Area at all times following completion thereof for the benefit and use of Tenant, other tenants of the Shopping Center and Landlord.

3. Operating Costs.

Landlord shall keep, or cause to be kept, such Common Area in a neat, clean and orderly condition, and shall manage, repair, maintain or replace as Landlord shall deem necessary all equipment and facilities thereof. The term "Operating Costs" shall mean all sums expended, (including financing costs, if any), for the repair, maintenance, management, operation and replacement of all equipment, facilities and structures of the Common Area (or, if indicated, the Shopping Center), including without limitation the following items: all general maintenance, operation and repairs; resurfacing; painting; restriping; cleaning; trash removal; snow and ice removal;

sweeping and janitorial services; the cost to Landlord of any insurance maintained by Landlord on the Shopping Center (including deductibles) with such policies and companies and with such limits as selected by Landlord (including without limitation, fire with extended coverage, liability insurance covering personal injury, death and property damage, workers' compensation insurance, plate glass insurance, contractual liability insurance and fidelity bonds); repair, maintenance and replacement of public toilets, holiday decorating, paving, floors, walls, ceilings, all roofs in the Shopping Center, skylights, windows, sidewalks, curbs, Shopping Center signs, sprinkler systems, planting and landscaping, lighting and other utilities, directional signs, and other markers and bumpers; any fire protection, lighting, storm drainage and other utility systems; personnel to implement any of the foregoing services including, if Landlord deems necessary, the cost of security guards; all on-site costs and personnel expenses of Landlord incurred in managing the Shopping Center; a management fee for the Shopping Center; all personal property taxes assessed for any reason and levied on any person for use on the Common Area; all costs and expenses pertaining to a security alarm system, if any; any capital improvements made to the Common Area; with respect to all equipment and machinery used to maintain or operate the Common Area, any depreciation of the cost (including financing) thereof, if owned, or any rental paid therefor, if leased; the cost of necessary tools, supplies, machinery or equipment; rental payments for parking structures, if any; maintenance and operation of public transit facilities, if any; and all other costs and fees necessary or beneficial in Landlord's judgment for the repair, maintenance, management or operation of the Common Area. Should Landlord acquire or obtain the use of additional land not currently part of the Shopping Center and make the same available for Common Area purposes, then the Operating Costs shall also include all expenses referred to in this Section which are incurred and paid in connection with such additional land. In addition, the Operating Costs shall include (i) advertising and promotional expenses incurred by Landlord for the Shopping Center and (ii) a fee (the "Administrative Fee") payable to Landlord for supervision and maintenance of the Common Area and for accounting, bookkeeping and collection of the Operating Costs equal to the product of (A) fifteen percent (15%) and (B) the total of the aforementioned expenses for each calendar year. Landlord may cause any or all of such services to be provided by an independent contractor or contractors.

4. Method of Payment.

4.1. Tenant's Share. Tenant's Proportionate Share of the Operating Costs for each calendar year shall be computed by multiplying the whole of said Operating Costs (less contributions by occupants of Major Stores toward maintenance of the Common Area), by a fraction, the numerator of which is the square footage of the Premises as described in Section 1.5 hereof and the denominator of which is the total square footage of leasable floor area of all buildings located in the Shopping Center. The term "floor area" as used herein shall mean the area, as measured from the exterior of all outside walls and middle of all common walls. There shall be excluded from the denominator of such fraction (i) the floor area of non-selling mezzanines (if any), malls, passageways, service corridors, shopping center offices, shopping center storage areas, shopping center utility rooms, shopping center sprinkler rooms and other non-tenant occupied areas; (ii) the square footage of the floor area of the Major Stores in the Shopping Center; (iii) the square footage of the floor area of separately assessed premises and outparcels; and (iv) the square footage under leases/licenses: (A) with terms less than one (1) year and/or (B) for spaces which do not front on Common Area. Tenant's Proportionate Share of the Operating Costs for its first and/or last calendar year shall be proportionately reduced to account for the Rent Commencement Date and expiration of the Lease Term occurring on other than the first or last day of the appropriate calendar year. Notwithstanding anything to the contrary contained herein, commencing with the second (2nd) full calendar year during the Lease Term, Tenant's obligation to reimburse Landlord for its Proportionate Share of Operating Costs shall not increase annually by more than five percent (5%) on a cumulative basis; excluding, however, the cost of insurance, snow and ice removal, security and utilities, with respect to which the foregoing cap on increases shall not be applicable.

4.2. Monthly Payments. Commencing with the Rent Commencement Date and on the first day of each calendar month thereafter and throughout the balance of the Lease Term, Tenant shall pay Landlord an amount equal to Tenant's Proportionate Share of Landlord's estimate of the Operating Costs for such month. The foregoing estimated monthly charge may be adjusted by Landlord, from time to time, on the basis of Landlord's experience and reasonably anticipated costs.

4.3. Annual Adjustment. After each calendar year, Landlord shall furnish Tenant a statement covering such calendar year, certified as correct by an authorized representative of Landlord, showing the total of the Operating Costs, Tenant's Proportionate Share of such Operating Costs and the payments theretofore made by Tenant with respect to such period. If Tenant's Proportionate Share of the Operating Costs exceeds Tenant's payments so made, Tenant shall pay Landlord the deficiency within ten (10) days after receipt of such statement. If such payments exceed Tenant's Proportionate Share of the Operating Costs, Landlord shall credit such amount against the monthly installment(s) of Tenant's Proportionate Share of estimated Operating Costs next coming due.

So long as Tenant (a) occupies and operates the Premises for the Permitted Use described in Section 1.6 of this Lease, (b) is not nor has been in default under the terms and conditions of this Lease, and (c) timely pays all reconciliation amounts billed that are not in dispute, Tenant shall have the right to review and audit Landlord's records with respect to Operating Costs not more than once per year within sixty (60) days after receipt by Tenant of Landlord's statement of Operating Costs covering the calendar year just expired pursuant to Section 19.4.3 of this Lease, provided Tenant must pay the full amount of any Operating Costs due, and must not be in default of any other provisions of this Lease. Such review and audit shall not be conducted by a third party working on a contingency fee basis. In this regard, Landlord shall make such records available to Tenant electronically at reasonable times, and from time to time, on reasonable advance notice from Tenant. Upon Landlord's request, Tenant shall supply Landlord with a copy of the results of such audit. If the results of the audit conclusively establish an overcharge to Tenant, Landlord shall credit or refund to Tenant any overcharge of such items as are discovered by the audit within thirty (30) days after the results of the audit are made available to Landlord. If the results of such audit conclusively establish an undercharge of such items as billed to Tenant, Tenant shall pay Landlord the amount of such undercharge within thirty (30) days after the results of such audit are made available to Landlord. If Landlord

contests the results of Tenant's audit, Landlord and Tenant shall appoint a mutually agreeable third party, whose audit results shall be binding on the parties. In the event the audit discloses an error resulting in an overcharge to Tenant in excess of seven (7%) percent of Tenant's share of Operating Costs, Landlord shall also reimburse Tenant for the reasonable costs of such audit (not to exceed One Thousand Five Hundred and No/100 Dollars (\$1,500.00)) within thirty (30) days. Tenant acknowledges that any financial information regarding Landlord's costs audited by Tenant pursuant to this Section constitutes confidential information of Landlord. Tenant shall not disclose any such confidential information to anyone other than Tenant's accountants and/or attorneys, principals of Tenant, any governmental agency or in connection with any legal proceeding, but only if Tenant is legally obligated to do so. No assignee or subtenant shall have any right to conduct an audit. Tenant covenants and agrees to keep the results of its audit confidential and shall not initiate or suggest that other tenants of the Shopping Center join in a concerted effort regarding Operating Costs.

5. Control of Common Area.

Landlord shall at all times have the right and privilege of determining the nature and extent of the Common Area, whether the same shall be surface, underground or multi-decked, and of making such changes therein and thereto from time to time which in its opinion are deemed to be desirable and for the best interests of all persons using the Common Area, including the location and relocation of driveways, entrances, exits, automobile parking spaces, the direction and flow of traffic, designation of prohibited areas, landscaped areas, utilities and all other facilities thereof, and the modification of the Common Area for the purpose of expanding and/or remodeling the Shopping Center. Landlord shall have the sole and exclusive control of the Common Area, including, without limitation, the right to lease space within the Common Area to tenants for the sale of merchandise and/or services and the right to permit advertising displays, educational displays and entertainment in the Common Area. Landlord shall also have the right to exclude and restrain any person from use or occupancy thereof, excepting, however, bona fide customers, patrons and service suppliers of Tenant and other tenants of Landlord who make use of such areas in accordance with the rules and regulations established by Landlord from time to time with respect thereto in accordance with Section 19.6. The rights of Tenant with respect to the Common Area shall at all times be subject to the rights of Landlord, the other tenants of Landlord and the other owners of the Shopping Center to use the same in common with Tenant. It shall be the duty of Tenant to keep all of the Common Area free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation. If in the opinion of Landlord unauthorized persons are using any of the Common Area by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall enforce Landlord's right to exclude or restrain all such unauthorized persons by appropriate proceedings. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from the Common Area or to restrain such persons from using any of such areas.

6. Rules and Regulations.

Tenant shall abide by the rules and regulations governing the Shopping Center which Landlord, in its sole discretion, may establish and/or amend from time to time for the proper and efficient operation and/or maintenance of the Common Area or any portion thereof. Such rules and regulations may specify, without limitation, when the Common Area shall be open for use.

7. Employee Parking.

Tenant and employees of Tenant shall only park their automobiles in those automobile parking areas, if any, designated by Landlord.

20.

BANKRUPTCY; INVOLUNTARY TRANSFERS

1. Right of Termination.

Should any of the following events occur, Landlord may terminate this Lease and any interest of Tenant herein, effective with the commencement of the event:

1.1. Receivership. Proceedings are instituted whereby all, or substantially all, of Tenant's assets are placed in the hands of a receiver, trustee or assignee for the benefit of Tenant's creditors, and such proceedings continue for at least thirty (30) days;

1.2. Attachment. Any creditor of Tenant institutes judicial or administrative process to execute on, attach or otherwise seize any of Tenant's merchandise, Fixtures or Personal Property, located on the Premises and Tenant fails to discharge, set aside, exonerate by posting a bond, or otherwise obtain a release of such property within thirty (30) days;

1.3. Bankruptcy. Tenant becomes a debtor in any case filed under the Bankruptcy Code or similar law providing relief to bankrupt or insolvent debtors;

1.4. Bulk Sale. Tenant makes a bulk sale of all, or substantially all, of Tenant's merchandise, Fixtures or Personal Property located on the Premises, except in accordance with Section 14.1, or except in a permitted Transfer under Article 15, and fails to replace the same with similar items of equal or greater value and utility within three (3) days; or

1.5. Guarantor. Any of the foregoing events occurs with respect to any Guarantor of this Lease.

2. Requests for Information.

Within ten (10) days after Landlord's request therefor, Tenant or Guarantor of this Lease shall provide Landlord and Landlord's mortgagee or proposed mortgagee, as Landlord shall specify, such financial, legal and business information concerning any of the events described in Section 20.1 as Landlord shall request.

21.

DEFAULTS BY TENANT; REMEDIES

1. Events of Default.

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

1.1. Failure to Pay Rent. Failing or refusing to pay any amount of Minimum Annual Rental or Additional Rent within five (5) days of when due in accordance with the provisions of this Lease;

1.2. Breach of Operating Covenants. Failing or refusing to occupy and operate the Premises in accordance with Article 16 within seven (7) days of notice of Tenant's breach;

1.3. Other Curable Defaults. Failing or refusing to perform fully and promptly any covenant or condition of this Lease, other than those specified in Section 21.1.1 and Section 21.1.2 above, within ten (10) days of notice; provided, however, that if such default cannot be cured within such time period, Tenant shall be deemed to have cured such default if Tenant so notifies Landlord, commences cure of the default within such time period, and thereafter diligently and in good faith continues with and actually completes such cure within forty-five (45) days;

1.4. Non-Curable Defaults. Intentionally deleted.

To the extent permitted by applicable State law, the time periods provided in this Section 21.1 for cure of Tenant's defaults under this Lease or for surrender of the Premises shall be in lieu of, and not in addition to, any similar time periods prescribed by applicable State law as a condition precedent to the commencement of legal action against Tenant for possession of the Premises.

2. Non-Curable Defaults.

Intentionally deleted.

3. Landlord's Remedies and Damages.

3.1. Surrender and Re-Entry. Upon the occurrence of an event of default by Tenant, Landlord may, at its option, reenter the Premises and/or terminate this Lease. In either event, Tenant shall immediately quit and peacefully surrender the Premises to Landlord, and Landlord and its agents may immediately, or at any time thereafter, without further notice, re-enter the Premises, either by summary proceedings or by any other applicable action or proceeding or otherwise, and remove all persons and property (including Fixtures, Personal Property, and merchandise) from the Premises. The removed property may be stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. The terms "re-enter," "re-entry" or "re-entered" as used in this Lease shall not be restricted to their technical legal meanings.

If (a) Landlord shall have re-entered the Premises as provided in Section 21.3.1 or (b) this Lease shall have terminated and expired as provided in Section 21.3.1, then, in either such case, Landlord may relet the Premises from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the expiration date of this Lease, at such rental or rentals and upon such other conditions (that may include concessions and free rent periods) as Landlord may determine; provided, however, that Landlord shall not be liable for refusal or failure to relet the Premises, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Tenant of any liability under this Lease or otherwise affect any such liability. Landlord may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting any such liability. Notwithstanding anything contained herein to the contrary, Landlord shall use reasonable efforts to mitigate its damages; provided, however, that Landlord shall not be obligated to favor the Premises over other vacant space at the Shopping Center.

3.2. Waiver of Redemption. Tenant hereby waives all rights of Tenant to redeem the Premises or restore the operation of this Lease after Tenant shall have been dispossessed or ejected therefrom by process of law or under the terms of this Lease or after any expiration or termination of this Lease, whether such dispossession, ejection, expiration or termination shall be by operation of law or pursuant to the provisions of this Lease.

3.3. Damages. If this Lease and the Lease Term shall terminate as provided in Section 21.3.1, or if Landlord shall re-enter the Premises as provided in Section 21.3.1 hereof, then, in either such event:

(a) Tenant shall pay to Landlord all Minimum Annual Rental and Additional Rent to the date upon which this Lease and the Lease Term shall have expired or to the date of re-entry upon the Premises by Landlord, as the case may be;

(b) (Tenant also shall pay to Landlord, as damages, any deficiency (a "Deficiency") between the Rent for the period that otherwise would have constituted the unexpired portion of the Lease Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of Section 21.3.1 for any part of such period (first deducting from the rents collected under any such reletting all of Landlord's expenses in connection with the termination of this Lease, Landlord's re-entry upon the Premises and such reletting including all repossession costs, brokerage commissions, attorneys' fees and disbursements, alteration costs and other expenses of preparing the Premises for such reletting); any such Deficiency shall be paid in monthly installments by Tenant on the days specified in this Lease for payment of installments of Minimum Annual Rent, and Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any

month shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding. In lieu of Tenant's obligation to pay the Deficiency, at Landlord's option, Tenant shall pay to Landlord and Landlord shall be entitled to recover from Tenant on demand and as liquidated and agreed upon final damages and not as a penalty, to the extent same are permitted by applicable law: all damages Landlord may incur by reason of Tenant's default, including, without limitation: (i) all Rent arrearages; (ii) the cost of recovering the Premises and the cost of repairing, restoring, altering or otherwise putting the Premises into condition acceptable to a new tenant; (iii) brokerage fees and/or commissions relating to the reletting of the Premises, (iv) heat and other utility charges for the Premises; (v) court costs and reasonable attorneys' fees; and (vi) the total Rent that Tenant would have been required to pay for the remainder of the Lease Term discounted to present value at five (5%) percent; and

(c) Whether or not Landlord shall have collected any monthly Deficiency as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord on demand in lieu of any further Deficiency as and for liquidated damages, a sum equal to the amount by which the Rent for the period that otherwise would have constituted the unexpired portion of the Lease Term exceeds the then fair market value of the Premises for the same period (first deducting from such fair market rental value all of Landlord's expenses in connection with the termination of this Lease, Landlord's re-entry upon the Premises and reletting costs, if any, including all repossession costs, brokerage commissions, attorneys' fees and disbursements, alteration costs and other expenses of preparing the Premises for reletting, but only to the extent such expenses have not already been paid to Landlord through prior court proceedings or otherwise), both discounted to present value at the rate of six percent (6%) per annum, less the aggregate amount of Deficiencies theretofore collected by Landlord for the same period; provided, however, that if, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any part thereof, shall have been relet by Landlord for the period that otherwise would have constituted the unexpired portion of the Lease Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair market rental value for the part of the Premises so relet during the term of the reletting.

3.4. Rents from Reletting. If the Premises shall be relet together with other space in the Shopping Center, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned. Tenant shall not be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Rent reserved in this Lease. Nothing contained in this Article 21 shall be deemed to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by applicable law, or of any sums or damages to which Landlord may be entitled in addition to the damages set forth in Section 21.3 or the exercise of all other rights and remedies available to Landlord from time to time under the Requirements of the State in which the Shopping Center is located.

3.5. Monies Received. Any monies received by Landlord from or on behalf of Tenant during the pendency of any proceedings between Landlord and Tenant shall be deemed paid as compensation for the use and occupation of the Premises, and the acceptance of any such compensation by Landlord shall not be deemed an acceptance of Rent or a waiver on the part of Landlord of any rights hereunder.

3.6. Equitable Remedies. Following a breach or threatened breach by Tenant of any of the provisions hereof, Landlord shall have the right to seek injunctive relief and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided.

3.7. Landlord's Self-Help Remedy. Upon the occurrence of a default, Landlord may perform, on behalf of and at the expense of Tenant, any obligation of Tenant under this Lease, which Tenant has failed to perform and of which Landlord shall have given Tenant notice, the cost of which performance by Landlord, together with interest thereon at the Interest Rate from the date of such expenditure, shall be deemed Additional Rent and shall be payable by Tenant to Landlord upon demand. Notwithstanding anything to the contrary contained herein and regardless of whether a default shall have occurred, Landlord may exercise the remedy described in this Section 21.3.7 without any notice to Tenant if Landlord, in its good faith judgment, believes it would be materially injured by failure to take rapid action or if the unperformed obligation of Tenant constitutes an emergency.

3.8. Costs of Enforcement. Following a breach or threatened breach by Tenant of any of the provisions hereof, Landlord shall have the right to seek reimbursement from Tenant of the actual cost to Landlord to enforce this Lease, and such amount, which shall be deemed Additional Rent, shall be payable by Tenant to Landlord upon demand.

4. No Waiver.

The waiver by Landlord of any breach of any term, covenant or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach thereof, or of any other term, covenant or condition contained in this Lease. Landlord's subsequent acceptance of partial rental or performance by Tenant shall not be deemed to be an accord and satisfaction or a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease or of any right of Landlord to a forfeiture of the Lease by reason of such breach, regardless of Landlord's knowledge of such preceding breach at the time of Landlord's acceptance. No term, covenant or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing and signed by Landlord.

5. Waiver of Notice.

Notwithstanding anything to the contrary contained in this Article 21, Tenant waives (to the fullest extent permitted under law) any written notice, other than such notice as this Article 21 specifically requires, which any statute or law now or hereafter in force prescribes be given Tenant.

6. Waiver of Rights of Redemption.

Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event Tenant is evicted or dispossessed for any cause or in the event Landlord obtains possession of the Premises by reason of the violation by Tenant of any of the terms, covenants and conditions of this Lease or otherwise. The rights given to Landlord herein are in addition to any rights that may be given to Landlord by any statute or otherwise.

7. Accord and Satisfaction.

Landlord may accept any payment made by or for Tenant and apply same to such obligations of Tenant as Landlord may determine to be appropriate, without waiver of or prejudice to any rights of Landlord. Landlord may deposit checks, whether sent to a lock box or otherwise, without reference to any statement or endorsement made thereon or in connection therewith, and Tenant agrees not to make any such statement or endorsement thereon that purports to affect the rights or remedies of Landlord. Neither any statement or endorsement made on or with any check or other payment, nor Landlord's acceptance of such payment, shall constitute an accord or satisfaction or otherwise waive, release or affect the rights of Landlord to recover from Tenant all amounts owing under this Lease and to pursue any and all rights and remedies for a default of Tenant.

8. Waiver of Jury Trial.

TO THE EXTENT PERMITTED BY LAW, THE PARTIES HERETO EACH WAIVE TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT CREATED BY THIS LEASE, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM FOR INJURY OR DAMAGE.

9. Waiver of Damages.

Notwithstanding anything contained herein, in no event shall Landlord be liable to Tenant for any special, punitive or consequential damages.

22.

EMINENT DOMAIN

1. Taking of Entire Premises.

In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and Landlord and Tenant shall each thereupon be released from any further liability accruing under this Lease, other than with respect to any obligations set forth in this Lease that expressly survive the expiration or earlier termination of this Lease.

2. Partial Taking of Premises; Right to Terminate.

In the event more than twenty-five percent (25%) of the rentable square footage of the Premises, but less than the entire Premises, is taken under the power of eminent domain by any public or quasi-public authority, or if by reason of any appropriation or taking, regardless of the amount so taken, the remainder of the Premises is not one undivided parcel of property, either Landlord or Tenant shall have the right to terminate this Lease as of the date Tenant is required to vacate the taken portion of the Premises, upon giving notice of such election within thirty (30) days after delivery by Landlord to Tenant of written notice that such Premises have been so appropriated or taken. In the event of such termination, both Landlord and Tenant shall thereupon be released from any liability thereafter accruing hereunder, other than with respect to any obligations set forth in this Lease that expressly survive the expiration or earlier termination of this Lease. Landlord and Tenant agree, immediately after learning of any appropriation or taking, to give notice in writing thereof to each other.

3. Taking of Shopping Center; Right to Terminate.

In the event more than twenty-five percent (25%) of the rentable square footage of the Shopping Center is taken under the power of eminent domain by any public or quasi-public authority, or if by reason of any appropriation or taking, regardless of the amount so taken and whether or not the Premises thereof are also taken, the operation of the Shopping Center is rendered impracticable or uneconomical in Landlord's determination, Landlord shall have the right to terminate this Lease on thirty (30) days' written notice to Tenant. In the event of such termination, both Landlord and Tenant shall thereupon be released from any liability thereafter accruing hereunder, other than with respect to any obligations set forth in this Lease that expressly survive the expiration or earlier termination of this Lease.

4. Partial Taking of Premises; No Termination.

If both Landlord and Tenant elect not to terminate this Lease pursuant to Section 22.2, or if less than twenty-five percent (25%) of the rentable square footage of the Premises is appropriated under the power of eminent domain by any public or quasi-public authority and the remainder thereof is an undivided parcel of property, then in either such event Tenant shall continue to occupy that portion of the Premises which shall not have been appropriated or taken and the parties shall proceed as follows: (a) at Landlord's cost and expense and as soon as reasonably possible, Landlord shall restore the Premises on the land remaining to a complete unit of like quality and character as existed prior to such appropriation or taking, and (b) the Minimum Annual Rental shall be reduced on an equitable basis, taking into account the relative values of the portion taken as compared to the portion remaining. Notwithstanding the foregoing, Landlord's obligation to restore the Premises shall be limited to the amount of condemnation proceeds actually received by and available to Landlord for such restoration. Tenant hereby waives any statutory rights of termination which may arise by reason of any partial taking of the Premises under the power of eminent domain.

5. Award.

If this Lease is terminated as provided in Sections 22.1, 22.2 or 22.3, or if this Lease is modified pursuant to Section 22.4, Landlord shall be entitled to receive the entire condemnation award for the taking of all real property interests in the Premises, whether awarded as compensation for diminution in value of the leasehold and/or fee interest in the Premises. The rental and other charges for the last month of Tenant's occupancy shall be prorated,

and Landlord agrees to refund to Tenant any rental or other charges paid in advance. Tenant's right to receive a condemnation award for the taking of its merchandise, Personal Property, goodwill, relocation expense and/or interest in other than the real property taken shall not be affected in any manner by the provisions of this Section 22.5, provided Tenant's award does not reduce or affect Landlord's award.

6. Transfer Under Threat of Taking.

For the purposes of this Article 22 only, a voluntary sale or conveyance under threat and in lieu of condemnation shall be deemed an appropriation or taking under the power of eminent domain.

7. Taking for Temporary Use.

On any taking for the temporary use of all or any part of the Premises for a period, or of any estate less than a fee, ending on or before the expiration of the Lease Term, neither the Lease Term nor the rental shall be reduced or affected in any way, and Tenant shall be entitled to any award for the use or estate taken. If a result of the taking is to necessitate expenditures for changes, repairs, alterations, modifications or reconstruction of the Premises to make them economically viable and a practical whole, Tenant shall receive, hold, and disburse the award in trust for such work. At the completion of the work and the discharge of the Premises from all liens and claims, Tenant shall be entitled to any surplus and shall be liable for any deficit. If any such taking is for a period extending beyond the expiration date of the Lease Term, the taking shall be treated under the foregoing provisions for total or partial taking.

23.

ATTORNEY FEES

If, at any time after the Effective Date, either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorney fees and all costs and disbursements incurred therein by the prevailing party, including, without limitation, any such fees, costs or disbursements incurred on any appeal from such action or proceedings. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court or arbiter in the action or proceeding itself without the necessity for a cross-action by the prevailing party.

24.

SALE OR MORTGAGE BY LANDLORD

1. Sale or Mortgage.

From and after the Effective Date, Landlord may, at any time, without the consent of Tenant, contract to and/or perform any of the following transactions with respect to an interest in Landlord, this Lease, the Premises, the realty underlying the Premises, and/or any portion of or interest in the realty or improvements in the Shopping Center owned or hereafter acquired by Landlord: sale, purchase, exchange, transfer, assignment, lease, conveyance (collectively referred to herein as "Sale"); and/or encumbrance, pledge, mortgage or hypothecation (collectively referred to herein as "Mortgage").

2. Release on Sale.

From and after a Sale, Landlord shall be released from all liability to Tenant and Tenant's successors and assigns arising from this Lease because of any act, occurrence or omission of Landlord occurring after such Sale, provided Landlord's purchaser or assignee expressly assumes Landlord's duties and covenants under this Lease.

25.

SUBORDINATION; ATTORNMEN; ESTOPPEL

1. Subordination.

Subject to the right contained in Article 10 whereby a mortgagee or deed of trust trustee or beneficiary has the right to cause its mortgage or deed of trust to be subordinate to this Lease, this Lease is and shall remain subject and subordinate to (i) the lien of any and all current and future mortgages, deeds of trust and/or any ground leases, which may now or hereafter encumber the Premises, the land on which the Premises is located, and to any and all advances made thereon (including advances made subsequent to the date hereof), and to any and all renewals, increases, extensions, modifications, recastings or refinancings thereof; and (ii) any reciprocal easement agreement or other matter of record now or hereafter existing and affecting title to the Premises and the land on which the Premises is located. In confirmation of the foregoing subordination, Tenant shall, at Landlord's request, promptly execute any requisite or appropriate certificate or other document in form and substance as may be required by any lender or Landlord. Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such certificate or other document for or on behalf of Tenant if Tenant fails to sign and return any such certificate or other document within ten (10) days after receipt by Tenant.

2. Attornment.

Tenant hereby agrees that Tenant will recognize as its landlord under this Lease and shall attorn to any person succeeding to the interest of Landlord in respect of the land and the buildings on or in which the Premises is contained, upon any foreclosure of any deed of trust or mortgage upon such land or buildings or upon the execution of any deed in lieu of such foreclosure in respect of such deed of trust or mortgage. If requested, Tenant shall execute and deliver an instrument or instruments confirming its attornment as provided herein; provided, however, that no successor-in-interest shall be bound by any payment of rent for more than one (1) month in advance, or any amendment or modification of this Lease made without the express written consent of the beneficiary under such deed of trust or the mortgagee under such mortgage, provided that such person shall recognize this Lease as remaining in full force and effect and Tenant's rights to possession remain undisturbed so long as Tenant is not in default hereunder.

3. Estoppel Certificate.

At any time and from time to time on not more than ten (10) days' notice from Landlord or Landlord's mortgagee, Tenant shall execute and deliver to Landlord a written statement in form and substance as may reasonably be acceptable to Landlord and Tenant ("Estoppel Certificate"). Such statement shall (a) ratify this Lease; (b) state the commencement and termination dates; and (c) certify (i) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated), (ii) that all conditions under this Lease to be performed by Landlord have been satisfied (stating exceptions, if any), (iii) that no defenses or offsets against the enforcement of this Lease by Landlord exist (or stating those claimed), (iv) as to advance rent, if any, paid by Tenant, (v) the date to which rent has been paid, (vi) as to the amount of security deposited with Landlord, and such other information as Landlord reasonably requires. If Tenant fails to execute an Estoppel Certificate within such ten (10)-day period, anyone transacting with Landlord in a Sale or Mortgage of the Premises shall have the right to rely on the accuracy of such statements as prepared by Landlord pursuant to this Section.

26.

QUIET ENJOYMENT

Landlord agrees that Tenant, upon paying the rental and performing the terms, covenants and conditions of this Lease, may quietly have, hold and enjoy the Premises from and after Landlord's delivery of the Premises to Tenant in accordance with Section 4.2, and until the end of the Lease Term without molestation from Landlord or anyone claiming under Landlord, subject, however, to the provisions of Section 17.4. The foregoing covenant is in lieu of any other covenant, express or implied.

27.

NOTICES

1. Notices.

All notices, approvals, requests, demands and other communications permitted or required to be given under this Lease shall be in writing and shall be and deemed duly served or given when actually delivered, if personally delivered, within one (1) day after deposit with Federal Express, Express Mail or other similar overnight courier service which confirms delivery in writing, or within three (3) business days after deposit in the U.S. Mail, if sent by certified mail, postage prepaid, return receipt requested. Such notices shall be addressed to the addresses of the parties set forth in Section 1.11; provided however, notices to Tenant shall be deemed duly served or given if personally delivered or mailed to Tenant at the Premises. Landlord and Tenant may, from time to time by notice to the other, designate another place for receipt of future notices. The foregoing methods of service shall be exclusive and Tenant hereby waives, to the fullest extent permitted under law, the right to any other method of service required by any statute or law now or hereafter in force. Whenever a party is served with a notice both personally and by mail, as described in this Section, such party's time to perform any covenant, cure any default, or make any response shall not be extended by operation of law or otherwise because of such service by mail.

2. Default Notices.

Notwithstanding anything to the contrary contained within this Article 27, any notices Landlord is required or authorized to deliver to Tenant in order to advise Tenant of alleged violations of Tenant's covenants contained in Article 13 (improper advertising medium or signs), Article 17 (failure of Tenant to repair or maintain properly the Premises) or Article 19 (improper parking of Tenant's and Tenant's employees' automobiles) must be in writing but shall be deemed to have been duly given or served upon Tenant by Landlord attempting to deliver at the Premises during normal business hours a copy of such notice to Tenant or its managing employee and by Landlord mailing a copy of such notice to Tenant in the manner specified in Section 27.1.

28.

SECURITY DEPOSIT

1. Payment.

Upon Tenant's execution of this Lease, Tenant shall deposit with Landlord the sum specified in Section 1.12 as "Security Deposit." The acceptance by Landlord of the Security Deposit shall not render this Lease effective unless and until Landlord delivers to Tenant a fully executed counterpart of this Lease. The Security Deposit shall be held by Landlord without liability for interest as security for the faithful performance by Tenant of all of its obligations under this Lease. Landlord shall not be required to keep the Security Deposit separate from its own funds, and may commingle the Security Deposit with its own funds and/or other tenants' security deposits. Except as otherwise required by the Requirements, Landlord shall have no fiduciary responsibilities or trust obligations whatsoever with regard to the Security Deposit and shall not assume the duties of a trustee for the Security Deposit. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without the prior written consent of Landlord and any such act on the part of Tenant without such consent shall be without force and effect and shall not be binding upon Landlord.

2. Application.

If any of the rental herein reserved or any other sum payable by Tenant to Landlord shall be overdue or paid by Landlord on behalf of Tenant, or if Tenant shall fail to perform any of its other obligations under this Lease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply such entire Security Deposit, or so much thereof as may be necessary, to compensate Landlord for Minimum Annual Rental, Additional Rent, loss or damage sustained by Landlord or costs incurred by Landlord as a result thereof, and Tenant shall within three (3) days of demand restore such Security Deposit to the original sum deposited. In no event shall Landlord be obligated to apply the Security Deposit. Landlord's right to resort to its remedies pursuant to Section 21.3 of this Lease, including, but not limited to, its right to bring an action to recover damages, or to obtain possession of the Premises, whether before or after Landlord terminates this Lease for nonpayment of Rent or for any other reason, or by law or in equity, shall not be affected by Landlord's decision not to apply the Security Deposit. Provided that Landlord has determined, in its sole discretion, that Tenant has fully complied with all of its obligations under this Lease and promptly paid all the rentals when due and all other sums

payable by Tenant to Landlord, such Security Deposit shall be refunded in full to Tenant no later than thirty (30) days after Tenant has surrendered possession of the Premises to Landlord at the expiration or earlier termination of the Lease Term. If Landlord, in its sole discretion, has sufficient evidence that the Security Deposit has been assigned to a Transferee of this Lease, Landlord shall deliver the Security Deposit to the Transferee and Landlord shall thereupon be released by Tenant from all liability for the return of the Security Deposit to Tenant. If Landlord claims deductions against the Security Deposit, Landlord shall return any remaining portion to Tenant within such thirty (30)-day period. Upon Tenant's request, Landlord shall provide an itemized list of deductions and supporting documentation regarding deductions against the Security Deposit. In the event of bankruptcy or other debtor-creditor proceedings against Tenant, as specified in Section 20.1, the Security Deposit shall be deemed to be applied first to the payment of rental and other charges due Landlord for the earliest periods prior to the filing of such proceedings. The Security Deposit shall not be (a) a limitation on Landlord's damages or other rights and remedies available under this Lease, or at law or in equity; (b) a payment of liquidated damages; or (c) an advance payment of Rent.

3. Transfer of Landlord's Interest.

Landlord may deliver the funds deposited hereunder by Tenant to the purchaser or assignee of Landlord's interest in the Premises in the event that such interest is transferred and thereupon Landlord shall be discharged from any further liability with respect to such Security Deposit. This Section 28.3 shall also apply to any subsequent transfers of any successor Landlord's interest in the Premises.

29.

MISCELLANEOUS

1. Relationship of the Parties.

Nothing contained in this Lease shall be deemed or construed as creating a partnership, joint venture, principal-agent, or employer-employee relationship between Landlord and any other person or entity (including, without limitation, Tenant), or as causing Landlord to be responsible in any way for the debts or obligations of such other person or entity.

2. Severability; Construction of Provisions.

It is agreed that, if any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Lease is capable of two (2) constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

3. Warranty of Authority.

If Tenant is a partnership, corporation or limited liability company, the person(s) executing this Lease on behalf of Tenant hereby covenants and warrants as of the Effective Date that: (a) Tenant is duly constituted, qualified to do business in the State where the Shopping Center is located; (b) Tenant has paid all applicable franchise, corporate and/or other applicable taxes; and (c) Tenant will file or pay when due all future forms, reports, fees and other documents necessary to comply with the Requirements. In addition, certificates of "good standing" from the state where the Tenant was formed and the state where the Shopping Center is located shall be delivered to Landlord simultaneously with the delivery to Landlord of execution counterparts of this Lease.

4. Entire Agreement.

It is understood that there are no oral or written agreements or representations between the parties hereto affecting this Lease, and that this Lease supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, displays, projections, estimates, agreements and understandings, if any, made by or between Landlord and Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret, construe, supplement or contradict this Lease. This Lease, and all amendments thereto, is and shall be considered to be the only agreement between the parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both parties have been merged into and are included in this Lease. There are no other representations, covenants or warranties between the parties and all reliance with respect to representations is solely upon the express representations, covenants and warranties contained in this Lease. Although the printed provisions of this Lease were drawn by Landlord, the parties hereto agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Landlord or Tenant. The parties agree that any deletion of language from this Lease prior to its mutual execution by Landlord and Tenant shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, obverse or opposite of the deleted language.

5. Right to Lease.

Landlord reserves the absolute right to effect such other tenancies in the Shopping Center as Landlord, in the exercise of its sole business judgment, shall determine to best promote the interests of the Shopping Center. Tenant does not rely on the fact, nor does Landlord represent, that there shall be any specified occupants or number of occupants of space in the Shopping Center after the Effective Date.

6. Governing Law; Consent to Jurisdiction.

This Lease shall be governed by, and be construed in accordance with, the Requirements of the State in which the Shopping Center is located. Venue shall be in the county in which the Shopping Center is located.

7. Waiver or Consent Limitation.

A waiver of any given breach or default shall not be a waiver of any other breach or default. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

8. Force Majeure.

The occurrence of any of the following events shall excuse such obligations of Landlord or Tenant as are thereby rendered impossible or reasonably impracticable for so long as such event continues: lockouts; labor disputes; acts of God; inability to obtain labor, materials or reasonable substitutes therefor; governmental restrictions, regulations or controls; judicial orders; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the party obligated to perform. Notwithstanding the foregoing, the occurrence of such events shall not excuse Tenant's obligations to pay Minimum Annual Rental and Additional Rent (except as provided in Section 18.5) or excuse such obligations as this Lease may otherwise impose on the party to obey, remedy or avoid such event; moreover, should the work performed by Tenant or Tenant's contractor result in a strike, lockout and/or labor dispute, such strike, lockout and/or labor dispute shall not excuse Tenant's performance.

9. Avoidance of Labor Disputes.

Tenant shall construct, or cause Tenant's contractor to perform Tenant's Work in such a manner as to avoid any labor dispute which causes or is likely to cause stoppage or impairment of work, deliveries or any other services in the Shopping Center.

10. Third-Party Beneficiaries.

This Lease does not and is not intended to confer any rights or remedies upon any person or legal entity other than the signatories hereto. Tenant hereby acknowledges and agrees that, notwithstanding anything to the contrary herein, Tenant may not claim any rights or remedies as a third-party beneficiary of any lease for space within the Shopping Center or any other agreement to which Landlord and/or the Shopping Center is subject or which encumbers the Shopping Center.

11. Amendments.

To be effective and binding on Landlord and Tenant, any amendment, modification, addition or deletion to the provisions of this Lease must be made in writing and executed by both parties in the same manner as the Lease itself.

12. Time of Essence.

Time is of the essence in the performance of all covenants and conditions in this Lease for which time is a factor.

13. Rate of Interest.

The rate of interest to be charged under the provisions of this Lease (the "Interest Rate"), unless expressly stated otherwise, shall be the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum rate allowed by law. The Interest Rate shall be computed on the basis of monthly compounding with actual days elapsed based on a 360-day year.

14. Captions and Terms.

The captions of the Articles, Sections and Subsections of this Lease are for convenience only, are not operative parts of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. The masculine pronoun used herein shall include the feminine or the neuter, as the case may be, and the use of the singular shall include the plural and vice versa.

15. Joint and Several Liability.

If two (2) or more persons or corporations execute this Lease as Landlord or Tenant, then and in such event the words "Landlord" or "Tenant" as used in this Lease shall refer to all such persons or corporations, and the liability of such persons or corporation for compliance with the performance of all the terms, covenants and conditions of this Lease shall be joint and several.

16. Successors and Assigns.

The parties hereto agree that all the provisions of this Lease are to be construed as covenants and agreements and, except as otherwise specified, that such provisions shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

17. Consent of Landlord and Tenant.

Wherever in this Lease consent or approval is required, such consent or approval shall be given in writing and shall not be unreasonably withheld or delayed, unless otherwise expressly provided. Landlord shall not be deemed to have withheld its consent unreasonably where Landlord's right to give its consent is conditioned on Landlord obtaining the consent of any person, agency or authority with the right to withhold its consent pursuant to any agreement or law and such person, agency or authority does withhold its consent. If Landlord or Tenant fails to give any such consent, the other party hereto shall be entitled to specific performance in equity and shall have such other remedies as are reserved to it under this Lease, but in no event shall Landlord or Tenant be responsible in monetary damages for such failure to give consent, nor shall Tenant be entitled to terminate this Lease, unless such consent is withheld maliciously or in bad faith.

18. No Option.

The submission of this Lease to Tenant shall be for examination purposes only and does not and shall not constitute a reservation of or option for Tenant to lease, or otherwise create any interest by Tenant in, the Premises or any other premises situated in the Shopping Center. Execution of this Lease by Tenant and return to Landlord shall not be binding upon Landlord, notwithstanding any time interval, until Landlord has in fact executed and delivered this Lease to Tenant.

19. Brokers.

Landlord has entered into an agreement with Landlord's Broker, and Landlord shall pay any commissions or fees that are payable to Landlord's Broker with respect to this Lease in accordance with provisions of a separate commission contract. Landlord's Broker shall pay Tenant's Broker per a separate agreement between Landlord's

Broker and Tenant's Broker. Landlord shall have no further or separate obligation for payment of commissions or fees to any other real estate broker, finder or intermediary other than Landlord's Broker. Landlord shall have no further or separate obligation for payment of commissions or fees to any other real estate broker, finder or intermediary. Tenant represents that it has not had any dealings with any real estate broker, finder or intermediary with respect to this Lease, other than Broker. Subject to the foregoing, each party hereto shall indemnify and hold harmless the other party hereto from and against any and all losses, damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees and related costs) resulting from any claims that may be asserted against such other party by any real estate broker, finder or any intermediary arising from any acts of the indemnifying party in connection with this Lease.

20. Recordation.

Tenant shall not record this Lease or a memorandum thereof.

21. Execution in Counterparts.

This Lease may be executed in more than one counterpart, including by PDF or through authenticated electronic signature technology, each of which shall be deemed an original, and all of which counterparts taken together shall constitute one and the same agreement. The intentional action in electronically signing this Lease shall be evidence of consent to be legally bound by this Lease. The parties further consent and agree that the electronic signatures appearing on this Lease shall be treated, for purpose of validity, enforceability and admissibility, the same as hand-written signatures.

22. Landlord's Access.

Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times upon reasonable notice, which may be verbal, for the purpose of inspecting the same, and showing the same to prospective purchasers, lenders, or tenants. Landlord may at any time place on or about the Premises any ordinary "For Sale" signs and Landlord may at any time during the last one hundred eighty (180) days of the Lease Term place on or about the Premises any ordinary "For Lease" signs, all without rebate of rent or liability to Tenant.

23. Lender Modification.

If, in connection with the obtaining of financing or refinancing of the Shopping Center or any portion thereof, the lender requests reasonable modification hereto as a condition to such financing or refinancing, Tenant shall not unreasonably withhold or delay its consent thereto, provided that such modification does not materially increase the obligations of Tenant hereunder or materially and adversely affect Tenant's rights hereunder.

24. Solar Panel Rights.

Landlord reserves the right (and Tenant shall permit Landlord or its employees, agents or contractors reasonable access to the Premises for the purpose of exercising such rights) to install, maintain, repair and replace (i) photovoltaic electric cells, batteries or other solar energy equipment designed for the storage, collection and/or generation of electrical power from solar radiation, including, without limitation, solar panels, the associated support structure, braces, wiring, and related equipment (the "Solar System"); (ii) improvements, the purpose of which is to deliver electrical power from the Solar System to a utility grid or other system; (iii) electrical production, transmission and distribution facilities; (iv) utility installations; and (v) other onsite electric energy generation facilities, improvements, and fixtures associated with the generation, conversion, storage, switching, metering, step-up, step-down, transmission, distribution, sale or other use or conveyance of electricity.

25. Shopping Center Planning.

Intentionally deleted.

26. Landlord Renovations.

It is specifically understood and agreed that Landlord has no obligation and has made no promises to alter, remodel, improve, renovate, or decorate the Premises, Shopping Center, or any part thereof and that no representations respecting the condition of the Premises or the building have been made by Landlord to Tenant. However, Tenant acknowledges that Landlord may during the Lease Term renovate, improve, alter, or modify (collectively, the "Renovations") the Premises and/or Shopping Center. Tenant hereby agrees that such Renovations and Landlord's actions in connection with such Renovations shall in no way constitute a constructive eviction of Tenant nor entitle Tenant to any abatement of Rent. Landlord shall have no responsibility or for any reason be liable to Tenant for any direct or indirect injury to or interference with Tenant's business arising from the Renovations, nor shall Tenant be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises or of Tenant's personal property or improvements resulting from the Renovations or Landlord's actions in connection with such Renovations, or for any inconvenience or annoyance occasioned by such Renovations or Landlord's actions in connection with such Renovations.

27. Office of Foreign Assets Control (OFAC) Certification and Indemnification.

Tenant certifies that (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National or Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all Claims arising from or related to any breach of the foregoing certification.

28. Guaranty.

The effectiveness of this Lease shall be conditioned upon Landlord's receipt of an executed guaranty from the Guarantor set forth in Section 1.15, in a form acceptable to Landlord, in Landlord's sole discretion.

29. Financial Statements.

Tenant shall, without charge, at any time and from time to time but not more than twice annually, within fifteen (15) days after request by Landlord deliver to Landlord a reasonably detailed financial statement prepared in accordance with generally accepted accounting principles applied on a consistent basis certified without qualification by a firm of reputable independent certified public accountants which statement shall reflect the financial condition of Tenant and any guarantors at that time of delivery of such statement.

30. Exclusive.

So long as Tenant occupies and operates the Premises for the Permitted Use described in Section 1.6 of this Lease and is not nor has been in default under the terms and conditions of this Lease, Landlord shall not enter into a lease for space in the Shopping Center which would permit the tenant to operate its premises for the primary purpose of massage services, facials, and non-surgical body contouring/slimming (the “Exclusive Use”). The restriction hereinabove set forth in this paragraph shall be inapplicable (a) to any premises subject to a lease or occupancy agreement executed prior to the date of this Lease or any renewals or extensions thereof (“Existing Leases”), (b) any successor, assignee or sublessee using or occupying its premises under any Existing Leases or any replacement tenant thereof, (c) to any future tenant or occupant using or occupying premises of six thousand (6,000) square feet or more in the Shopping Center, and such tenant’s subtenants, assignees, licensees and concessionaires, (d) in the event Tenant assigns this Lease or (e) medical spas. In the event of a breach by Landlord of the restriction hereinabove set forth (an “Exclusive Violation”), in no event whatsoever shall Tenant be entitled to recover consequential and/or punitive damages and Tenant hereby waives any such right it may have to same hereunder. In the event of an Exclusive Violation, Tenant’s sole remedy shall be, commencing one hundred and eighty (180) days after Tenant has given Landlord notice of such violation (the “Alternate Rent Commencement Date”) to pay, in lieu of Minimum Annual Rental, eighty percent (80%) of the Minimum Annual Rental which would otherwise be due and payable hereunder (“Alternate Rent”). In the event that any violation of this Section is not cured as of the date which is one (1) year after the Alternate Rent Commencement Date, Tenant shall have the option to terminate this Lease, which option shall be exercisable by notice to Landlord (the “Termination Notice”), which notice to Landlord shall be given within thirty (30) days after the expiration of said one (1) year period. In the event that the foregoing option to terminate this Lease is timely exercised, this Lease shall terminate on the date which is thirty (30) days after the giving of such notice and neither party hereto shall have any further rights or liabilities hereunder; provided, however, in the event Tenant delivers such Termination Notice and Landlord cures the Exclusive Violation within the thirty (30) day period following Landlord’s receipt of the Termination Notice, Tenant’s Termination Notice shall be deemed automatically rescinded. In the event that the foregoing option to terminate this Lease is not timely exercised, Tenant shall resume paying full Minimum Annual Rental due hereunder from and after the date which is one (1) year after the Alternate Rent Commencement Date. In the event Tenant is in default of this Lease at any time during the Lease Term, this Section shall be deemed deleted from this Lease. In the event the provisions of this paragraph violate any law or are claimed by any person to be in violation of any law, Tenant shall defend and indemnify Landlord and hold Landlord harmless from and against any and all losses, claims, actions, damages, liabilities and expenses (including attorneys’ fees and expenses) arising from such violation or claimed violation. If a court of competent jurisdiction shall hold the provisions of this paragraph to be unenforceable or unlawful, this paragraph shall be deemed deleted from this Lease, but this Lease shall otherwise remain in full force and effect. Notwithstanding anything to the contrary herein, if any breach of Tenant’s exclusive rights under this Section shall occur solely as a result of any action taken by a tenant of the Shopping Center, Landlord shall use commercially reasonable efforts to enforce, by legal action if necessary in Landlord’s sole discretion, such exclusive rights at Tenant’s sole cost and expense; and provided Landlord did not contribute to the creation of such breach, Landlord’s failure to succeed in enforcing such rights shall not be a default hereunder, and Tenant may not exercise its remedies under this Section.

31. Options to Renew.

Landlord hereby grants to Tenant options to renew this Lease for two (2) additional terms consisting of five (5) years (each, a “Renewal Term”), which first Renewal Term shall commence upon the expiration of the original Lease Term and which second Renewal Term shall commence upon the expiration of the first Renewal Term. Such options shall only be exercised by Tenant mailing to Landlord, at Landlord’s Notice Address, by United States mail, postage prepaid, certified or registered, return receipt requested, notice of the exercise of such option, not later than nine (9) months prior to the expiration of the then ending term. No exercise of the options herein granted shall be effective if (x) the Premises is not open and being operated for the Permitted Use described herein both on the date same is exercised and on the commencement of the relevant Renewal Term, or (y) any default under or breach of this Lease beyond notice and cure periods (a) exists either at the time of exercise or on the expiration of the term during which it was exercised, or (b) occurs after the exercise and before the commencement of the relevant Renewal Term.

In the event that such option is effectively exercised with respect to the first or second Renewal Terms, all terms and conditions of this Lease shall be applicable to such Renewal Terms except as explicitly set forth herein otherwise and except that the Minimum Annual Rental shall equal the following:

<u>Years of First Renewal Term</u>	<u>Dollars Per Month</u>	<u>Dollars Per Annum</u>
1 - 5	\$6,011.13	\$72,133.56
<u>Years of Second Renewal Term</u>	<u>Dollars Per Month</u>	<u>Dollars Per Annum</u>
1 - 5	\$6,612.24	\$79,346.88

Notwithstanding anything to the contrary in this Lease contained, the term “Lease Term” whenever used in this Lease, shall be defined to include the original term and all renewals and extensions thereof.

30.

LANDLORD EXCULPATION

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT NOTWITHSTANDING ANYTHING IN THIS

LEASE TO THE CONTRARY, AND NOTWITHSTANDING ANY APPLICABLE LAW TO THE CONTRARY, THE LIABILITY OF LANDLORD OR THE LANDLORD PARTIES HEREUNDER (INCLUDING ANY SUCCESSOR LANDLORD) AND ANY RECOURSE BY TENANT AGAINST LANDLORD OR THE LANDLORD PARTIES SHALL BE LIMITED SOLELY AND EXCLUSIVELY TO THE INTEREST OF LANDLORD IN AND TO THE SHOPPING CENTER AND THE SITE, AND NEITHER LANDLORD, NOR THE LANDLORD PARTIES SHALL HAVE ANY PERSONAL LIABILITY THEREFOR, AND TENANT HEREBY EXPRESSLY WAIVES AND RELEASES SUCH PERSONAL LIABILITY ON BEHALF OF ITSELF AND ALL PERSONS CLAIMING BY, THROUGH OR UNDER TENANT.

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LANDLORD:

RREF III-P Randhurst Village, LLC,
a Delaware limited liability company

By: _____ Date: _____
Name: Adam Ifshin
Title: President

TENANT:

AMC II INVESTMENTS - RM, LLC,
an Illinois limited liability company

By: _____ Date: _____
Name:
Title:

WITNESSES:

Print Name:

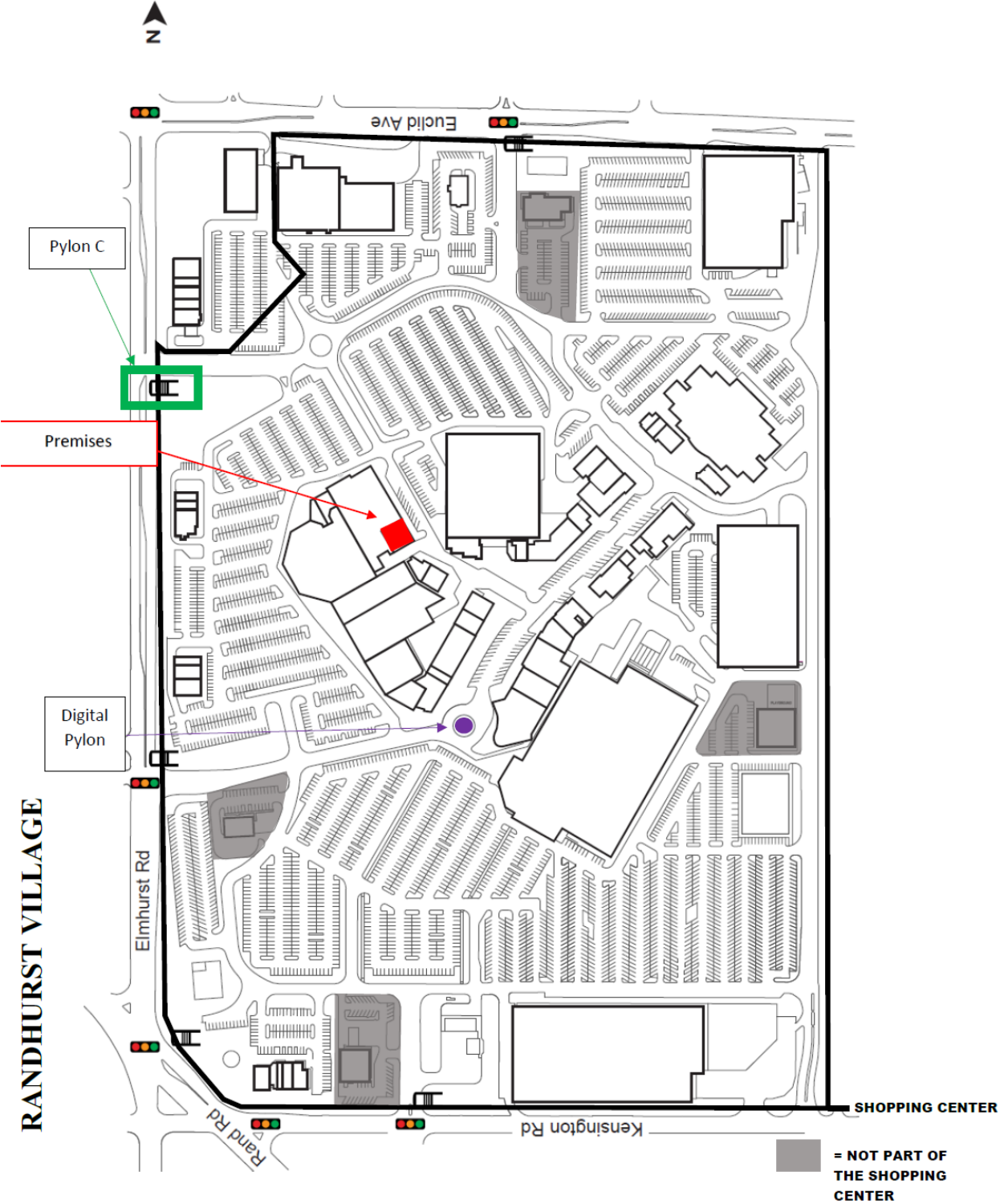
Print Name:

WITNESSES:

Print Name:

Print Name:

EXHIBIT A
PREMISES AND SHOPPING CENTER



This site plan is a mere representation of the Shopping Center and is not intended to be accurate as to distance and scale.

Mount Prospect Conditional Use Standards

Please write a response to each conditional use standard. Describe HOW your proposal will meet each standard. You can copy this list onto letterhead and then type answers.

Conditional Use - No conditional use shall be recommended for approval by the planning and zoning commission unless it finds:

1. That the establishment, maintenance, or operation of the conditional use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare;

Hand & Stone is the industry leader in ensuring our customers enjoy their services in a safe and professional environment. All of our service providers are required to pass Hand & Stone Code of Ethics training, provide a valid state license, and undergo a criminal record and employment reference check. We will in no way endanger the health, safety, morals, comfort or general welfare. We will only have a positive impact in the community.

2. That the conditional use will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood in which it is to be located;

Our Philosophy is a simple one. Because we specialize in high quality, customized Massage or facial services at affordable prices, we can make the soothing wonder of the massage and facial experience accessible to more and more people.

Hand & Stone boasts over 600 spas throughout the US and Canada. Launched in 2005 the Hand & Stone concept is the leading spa concept in the world thanks to our commitment to providing great, good for you services, affordably and in a very safe and convenient way.

A Hand & Stone open in Randhurst Village will only enhance and increase property values. We also strive to give back to the communities we are located in through various sponsorships, involvement in community events, partnership and cross promotional activities with other area businesses.

3. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;

The location will be replacing a Massage Envy that was already existing. Replacing with Hand & Stone will only bring back normal and orderly development and will certainly improve, and enhance, the other permitted businesses in the center and surrounding community.

4. That adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided;

As stated the complex was developed many years ago and has adequate resources that have already been established.

Mount Prospect Conditional Use Standards

5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;

Absolutely. All adequate measures will be taken. We will not be making any changes to the already existing ingress and egress design.

6. That the proposed conditional use is not contrary to the objectives of the current Comprehensive Plan for the Village; and

The proposed conditional use is not contrary to the objections of the current Plan for the Village.

7. That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Planning & Zoning Commission.

Hand & Stone will not only conform to all applicable regulations of the district we will exceed them.



1 RANDHURST VILLAGE DRIVE
Mount Prospect, IL 60056
County of Cook

A circular seal for a Professional Land Surveyor. The outer ring contains the text "PROFESSIONAL LAND SURVEYOR" at the top and "STATE OF ILLINOIS" at the bottom. The center of the seal contains the name "BRIAN J. FISCHER" and the license number "035.003283". Below the license number, the words "CHESTERFIELD" and "MISSOURI" are printed.

(SEE SHEETS 3 & 4 FOR RECORD LEGAL DESCRIPTION PER TITLE COMMITMENT)



X	FOUND CROSS		ELECTRIC BOX		CABLE TV BOX
	FOUND IRON PIPE		ELECTRIC METER		LIGHT STANDARD
	SET IRON ROD		POWER POLE		CLEAN OUT
	BENCHMARK		GUY WIRE		SANITARY MANHOLE (EXISTING)
	TRAFFIC SIGNAL BOX		GAS METER		STORM SEWER MANHOLE (EXISTING)
	PHONE BOX		GAS VALVE		STORM SEWER DRAIN (EXISTING)
	UTILITY MANHOLE		WATER METER		GRATE INLET (EXISTING)
	BOLLARD		WATER VALVE		AREA INLET (EXISTING)
	MAILBOX		HYDRANT		GENERAL SURFACE DRAINAGE
	SIGN		WATER SHUT OFF		EXISTING CONTOUR
	POST		SPRINKLER HEAD		TREE LINE
	EXISTING SHRUB		IRRIGATION VALVE BOX		SAN. SEWER (EXISTING)
	EXISTING DECIDUOUS TREE		WELL		STORM DRAIN (EXISTING)
	EXISTING EVERGREEN TREE		TEST HOLE		

[illegible]

Subordination, Non-disturbance and Attornment Agreement dated July 8, 2022, recorded November 22, 2022, as Document No. 2232622025.

NOT OF A FLOATABLE NATURE)

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Commercial Real Estate
Due Diligence Management
3465 South Arlington Rd Suite E#183
Akron, OH 44312
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TO REQUEST
A QUOTE!



Brian J. Fischer

Notes Corresponding to Schedule B, Cont;

34. Rights of tenant as tenant only, under unrecorded lease made by Randhurst Corporation, a corporation of Delaware to Waldo's Stores, Inc., a corporation of Illinois (now assigned to P.A. Berger & Company of Illinois) dated May 26, 1981, detailing part of the land for a term of thirty-nine (39) years disclosed by a Short Form Amendment to Lease - a Memorandum of which was dated June 25, 1981 and recorded June 30, 1981 as Document No. 25922896, and filed June 30, 1981 as Document No. LR3221722, which short form amendment extends the term of the lease to June 30, 2001, and grants and option to renew up to twenty (20) additional years and all rights thereunder, and all acts done or suffered thereunder by said lease or by any party claiming by, through, or under said lessee, and which lease contains no right of first refusal or option to purchase.
- Note: The lessor's interest in the above lease was assigned by Randhurst Corporation, a corporation of Delaware to LaSalle National Bank, a national banking association as trustee under Trust Agreement dated May 5, 1981 and known as Trust Number 103910 by an Assignment of Lessee dated May 12, 1981 and recorded June 30, 1981 as Document No. 25922895.
- The following conveyance deeds have been recorded:
- Document No. 25874609 Quit Claim Deed made by Randhurst Corporation to LaSalle National Bank Trust No. 103910.
- Document No. 25922899 Trustee's Deed made by LaSalle National Bank as Trustee under trust agreement dated Dec 8, 1980 for the Commingled Pension Trust Fund. (nominee deed)
- Document No. 25922900 deed made by Genevieve R. Cernak to Morgan Guaranty Trust Company under trust dated Dec 8, 1980 for the Commingled Pension Trust Fund.
- Document No. 0513819028 Special Warranty Deed made by Commingled Pension Trust Fund (Strategic Property) of Morgan Chase Bank, N. A. dated December 9, 1960 to Randhurst Shopping Center Realty Holding Company.
- Document No. 0729003211 Quit Claim Deed made by Randhurst Shopping Center Realty Holding Company to CLP/SPP Randhurst LLC.
- Document No. 0827926036 Quit Claim Deed made by CLP/SPP Randhurst LLC to Randhurst Shopping Center LLC.
- Document No. 1517345041 Special Warranty Deed made by Randhurst Shopping Center LLC to Randhurst Improvements, LLC.
- Assigned to P.A. Berger and Company of Illinois, a short form memorandum of Lease recorded January 5, 1988 as Document No. 88003146.
- and
- Existing unrecorded lease in favor of Department Store Box, LLC and all rights thereunder of the lessee and of any person or party claiming by, through or under the lessee.
- Assignment and Assumption of Lease Agreement dated September 3, 2019 made by and between Department Store Box, LLC (Assignor) to Redux One, LLC (Assignee).
- Assignment and Assumption of Lease Agreement dated December 30, 2019 made by and between Redux One, LLC (Assignor) and RREF II - P RANDHURST VILLAGE, TENANT, LLC, a Delaware limited liability company (Assignee), recorded January 2, 2020 as Document No. 2000545003.
- As affected by Unrecorded Amended and Restated Lease evidenced by Short Form Memorandum of Lease by and between RREF II - P RANDHURST VILLAGE, LLC, a Delaware limited liability company, as Lessor and RREF II - P RANDHURST VILLAGE TENANT, LLC, a Delaware limited liability company, as Tenant dated July 6, 2022, recorded July 25, 2022, as Document No. 220047021.
- (NOT OF A PLOTTABLE NATURE)
44. Perpetual easement created by grant from Randhurst Corporation, a Corporation of Delaware to the Village of Mount Prospect, an Illinois Municipal Corporation, dated September 5, 1972 and recorded September 21, 1972 as Document No. 22058603 and filed July 30, 1974 as LR2765826 to construct and to maintain underground sanitary sewers and underground water mains, with manholes, valve vaults, fire hydrants, and other appurtenances thereto, and with the right to construct and maintain underground water service pipes connecting therewith in and over the strip of land 10 feet in width.
- Locations of which were further amended by Easement Abrogation Plat recorded July 27, 2015. See document for exact location easements.
- (AS SHOWN ON SURVEY).
45. Right of Way for:
- (A)) A 42-inch storm sewer located 20 feet east of the east line of Elmhurst road;
- (B) For a 48-inch storm sewer approximately 20 feet south of and parallel to the south line of Euclid Road.
- Shown on the Plat of Resubdivision filed July 24, 1987 as Document No. LR3637429 and recorded July 24, 1987 as Document No. 87408581 and amended by Easement Abrogation Plat recorded July 27, 2015.
- (See Plat for exact locations and particulars)
- (AS SHOWN ON SURVEY).
46. Terms of the Redevelopment Agreement by and between the Village of Mt. Prospect and Randhurst Shopping Center LLC, dated December 8, 2006, recorded May 3, 2010 as Document Number 1013339004.
- (NOT OF A PLOTTABLE NATURE)
47. Terms, conditions, restrictions and easements as contained in the Declaration of Covenants, Conditions and Restrictions for 1 Randhurst Village Drive, Mount Prospect, Illinois dated March 31, 2015 and Recorded April 1, 2015 as Document Number 1509140254, together with rights of adjoining owner or owners to the concurrent use of said easement.
- (AS SHOWN ON SURVEY).
48. Easement in favor of Commonwealth Edison Company, AT&T Illinois A.K.A. Illinois Bell Telephone Company, Northern Gas Company doing business as Nicor Gas Company, and Comcast Corporation and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and owner property, together with the right of access to said equipment, and the provisions relating thereto contained in the Plat recorded June 22, 2015 as Document Number 1517316026, affecting the land depicted on the Plat as easement, utility easement or public utility easement.
- (See document for particulars)
- (AS SHOWN ON SURVEY)
49. Terms, covenants, conditions and restrictions contained in the Notice of Watermain Management Permit Requirements and Obligations of Perpetual Maintenance & Operation for Manhole and retail buildings recorded June 12, 2018 as Document Number 1818317202.
- (NOT OF A PLOTTABLE NATURE)
51. Traffic Signal Equipment and Loop Detector Easement as granted to the Illinois Department of Transportation (I.D.O.T) by Plat of Easement recorded October 4, 2019 as Document Number 1927713083, and the terms and provisions contained therein.
- (For further particulars see plat) (Affects underlying Lot 1)
- (AS SHOWN ON SURVEY)

Notes Corresponding to Schedule B, Cont;

52. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plot, for purpose Public Utility Easement, affects the Land as Document No. 221819042.
- (Affects underlying land, see document for particulars)
- (AS SHOWN ON SURVEY)
53. Terms, covenants, conditions and restrictions contained in the Village of Mount Prospect Ordinance No. 6589 Approving a Final Plat of Resubdivision for the Randhurst Resubdivision No. 2 recorded April 28, 2022 as Document No. 2211857001.
- (PLAT AS REFERENCED ON SURVEY)
54. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, marital status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document recorded on May 2, 2022 as Document No. 2212220333.
- (AS SHOWN ON SURVEY)
55. Traffic Signal Equipment and Loop Detector Easement as granted to the Illinois Department of Transportation (I.D.O.T) by Plat of Easement recorded October 4, 2019 as Document No. 1927713083, and the terms and provisions contained therein.
- (For further particulars see plat, Affects Parcel A1)
- (AS SHOWN ON SURVEY)
56. Vehicular Access Notes on the plat Randhurst Center Resubdivision No. 2 recorded April 28, 2022 as Document 2211857002;
- There shall be no vehicular access from Lots 1, 10, 12, 13, 14 & 15 to IL 83 (Elmhurst Road).
 - There shall be no vehicular access from Lots 8 or 9 to Kensington Road.
 - All vehicular access shall be via internal circulation.
- (NO PLOTTABLE INFORMATION, NOT PLOTTED)

Utility Notes

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

Encroachment Statement

NONE ARE NOTED.

Land Areas:

OVERALL TRACT AREA (EXTERIOR) = 4,356,852 SQ. FT./ 100.01 ACRES

EXCEPTION PARCELS, 2022 SUBDIVISION = 606,745 SQ. FT./ 13.93 ACRES

EXCEPTION PARCEL, 1 RANDHURST (PARCEL 29**) = 68,273 SQ. FT./ 1.56 ACRES

TOTAL NET ACERAGE = 3,681,834 SQ. FT./ 84.52 ACRES

PROPERTY JURISDICTION: VILLAGE OF MT. PROSPECT, ILLINOIS
PROPERTY ZONING: "B3" COMMUNITY SHOPPING DISTRICT PLANNED UNIT DEVELOPMENT
ZONING REPORT AS PREPARED BY: GLOBAL ZONING
GLOBAL ZONING JOB NO. 27-28130
REPORT DATE: JULY 23, 2024

Zoning Information			
STATUS	REQUIRED	OBSERVED	STATUS
PERMITTED USE	SHOPPING CENTER	SHOPPING CENTER	Contact Info: TODAY OFF OF MOUNT PROSPECT, ILLINOIS JAMES C. SHILLINGER COMMUNITY DEVELOPMENT (IN VILLAGE OF MT. PROSPECT, IL 441-441-1000)
MIN. LOT AREA	N/A	4,220,092.8 S.F.A	
MIN. FRONTAGE	N/A	1,451.6 FEET ±	
MAX. BLDG. COVERAGE	75% COVERAGE	19.7% COVERAGE	
MIN. SETBACKS FRONT	30 FEET (SEC. 14.1704)	329 FEET N. ELMHURST	
	20 FEET/15 FEET	14.6 FEET E.WEL. OSRD	
	JEWEL OSRD (ORD 5705)	56 FEET EXCLD	
MIN. SETBACKS SIDE	30 FEET (SEC. 14.1704)	19.71 FEET ±	
	20 FEET (ORD 5705)	EAST HENNINGSTON	
MIN. SETBACKS SIDE (ENTRANCE)	10 FEET (SEC. 14.1704)	43 FEET ±	
MIN. SETBACKS REAR	20 FEET (SEC. 14.1704)	N/A (CORNER LOT)	
MAX BUILDING HEIGHT	3 STOREYS, 35 FEET (SEC. 14.1704)	62.63 FEET ± (LEGAL CONFORMING)	
	40 FEET (ORD 5705)		
PARKING SETBACK	10 FEET	GREATER THAN 10 FEET	
PARKING REGULAR	3,599#	3,611 PARKING SPACES*	
PARKING HANDICAP	N/A		
PARKING TOTAL	3,599#	3,611 PARKING SPACES*	
* - THERE ARE 3,611 SPACES WITHIN FEE SIMPLE BOUNDARY LOCATION, WITH 4,679 PARKING SPACES WITHIN THE DEVELOPMENT (RECIROCAL PARKING)			

FLOOD NOTE: By graphic plotting only, this property is in Zone(s) 15131000204 of the Flood Insurance Rate Map/Community Panel No. 8/19/2008, which bears an effective date of 8/19/2008 and is not in a Special Flood Hazard Area.



PARCEL A:
LOTS 1, 2, 3, 4, AND 14, IN RANDHURST CENTER RESUBDIVISION NO. 2, BEING A
RESUBDIVISION OF LOTS 1, 2 AND 3 IN RANDHURST CENTER NO. 1, BEING A SUBDIVISION
OF PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST
OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL
28, 2022 IN COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2211857091.

PARCEL 1:
 PORTIONS TO BE LEGALLY DESCRIBED OF PART OF LOTS 1, 2 AND 3 (EXCEPTING FROM SAID LOT ONE THAT PART TAKEN BY DEPARTMENT OF TRANSPORTATION STATE OF ILLINOIS, COOK COUNTY, ILLINOIS, IN 1907) AND THAT PART OF SAID LOT TWO CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION PURSUANT TO THAT CERTAIN CUIT CLAIM DEED RECORDED SEPTEMBER 29, 1995 AS DOCUMENT NO. 87408581 IN THE OFFICE OF THE REGISTRAR OF TITLES OF SAID COUNTY OF COOK, ILLINOIS, AND THE RESUBDIVISION OF LOT ONE IN RANDHURST CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO SAID SAID RANDHURST CENTER RESUBDIVISION - NO. 1 RECORDED JULY 24, 1987 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 87408581 AND THE OFFICE OF THE REGISTRAR OF TITLES OF SAID COUNTY AS DOCUMENT NO. U03637428.

PARCEL 2:
NORTH 70 FEET OF THE WEST 70 FEET OF THE SOUTH 120 FEET OF THE EAST 1/2 OF
THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:
A NONEXCLUSIVE STAIR #3 EASEMENT, UTILITIES EASEMENT, GROUND FLOOR EXIT
PASSAGEWAY EASEMENT, SECOND FLOOR PASSAGEWAY EASEMENT, LOBBY
EASEMENT, EASEMENT FOR ELEVATOR, ELEVATOR CHASE EASEMENT, FIRE PUMP
EASEMENT, STRUCTURAL SUPPORT AND MAINTENANCE EASEMENT, UTILITES EASEMENT,
EASEMENT FOR REPAIR OF ADJOINING STRUCTURES, EASEMENT FOR ENCROACHMENTS AND
EMERGENCY ACCESS EASEMENT - AS SET FORTH IN THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR "RAVATHUR VILAGE ESTATE, MOUNT PROSPECT, &
DOWNTOWN, PHASE 1, 2011" AND RECORDED APRIL 2015 AS DOCUMENT NUMBER
1509141054 FOR THE PURPOSES SET FORTH IN SAID DOCUMENT.

LESS AND EXCEPT FROM PARCELS 1 AND 2 ABOVE THE FOLLOWING PARCELS OF LAND:
 LOTS 7, 9, 10, 12, 13 AND 15 IN RANDHURST CENTER RESUBDIVISION NO. 2, BEING A
 RESUBDIVISION OF LOTS 1, 2, AND 3 IN RANDHURST CENTER NO. 1, BEING A SUBDIVISION
 OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11
 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
 APRIL 28, 2022 IN COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2211857001.

PARCEL 11:
LOT 11 IN RANDHURST CENTER RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF PARTS OF LOTS 1, 2 AND 3 IN RANDHURST CENTER RESUBDIVISION NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2022 AS DOCUMENT NO. 2211857002, IN COOK COUNTY, ILLINOIS

PARCEL 29(**):
THAT PART OF LOT 1 IN RANDHURST CENTER RESUBDIVISION--NO. 1, BEING A RESUBDIVISION OF LOT ONE IN RANDHURST CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RANDHURST CENTER RESUBDIVISION NO. 1, RECORDED JULY 24, 1987 IN THE OFFICE OF THE RECORDER OF DEEDS OF COO COUNTY, ILLINOIS AS DOCUMENT NO. 87408581 LYING BELOW AN ELEVATION OF 670.55 (NAVD 88 DATUM) MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

PARCEL 30 (**):
THAT PART OF LOT 1 IN RANDHUHST CENTER RESUBDIVISION - NO. 1, BEING A
RESUBDIVISION OF LOT ONE IN RANDHUHST CENTER, BEING A SUBDIVISION OF PART OF
THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE
THIRD PRINCIPAL MERIDIAN, ADJACENT TO THE PLAT IN THE OFFICE OF THE RECORDER
RESUBDIVISION - NO. 1 RECORDED JULY 24, 1987 IN THE OFFICE OF THE RECORDER
OF DEEDS AND ILLINOIS AS DOCUMENT NO. 87408681 LYING ABOVE
AN ELEVATION OF 670.55 AND BELOW AN ELEVATION OF 691.55 (NAVD 88 DATUM) MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible][illegible]

PARCEL 31(**):
THAT PART OF LOT 1 IN RANDHURST CENTER RESUBDIVISION-- NO. 1, BEING A
RESUBDIVISION OF LOT ONE IN RANDHURST CENTER, BEING A SUBDIVISION OF PART OF
THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RANDHURST CENTER
RESUBDIVISION - NO. 1 RECORDED JULY 24, 1987 IN THE OFFICE OF THE RECORDER OF
DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 87408581 (HAYD 88 ABOVE) AN
ELEVATION OF 691.55 AND BELOW AN ELEVATION OF 726.55 (LYNG 88 DATUM) MORE

[illegible][illegible]

PARCEL 32(**):
THAT PART OF LOT 1 IN RANDHURST CENTER RESUBDIVISION--NO. 1, BEING A
RESUBDIVISION OF LOT ONE IN RANDHURST CENTER, BEING A SUBDIVISION OF PART
OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RANDHURST CENTER
RESUBDIVISION, RECORDED IN PLAT 24, SHEET 107 IN THE OFFICE OF THE RECORDER OF
DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 874058581 LYING ABOVE AN
ELEVATION OF 726.55 AND BELOW AN ELEVATION OF 744.55 (NAVD 88 DATUM) MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

MINUTES 21 SECONDS WEST, A DISTANCE OF 65.45 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 15 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 50.33 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 26.43 FEET; THENCE SOUTH 74 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 51.65 FEET; THENCE NORTH 15 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 88.52 FEET; THENCE NORTH 29 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 11.91 FEET; THENCE SOUTH 15 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 61.96 FEET; THENCE SOUTH 15 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 2.21 FEET TO THE POINT OF BEGINNING.

PART 2:
THAT A PORTION OF THE RANDWORTH CENTER IS BEING A REDIVISION OF LOT ONE
OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 6 EAST OF THE SOUTHWEST QUARTER OF
SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,
COUNTY OF HENRI, MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE
OF ECLUIDE AVENUE, THE MOST NORTHERLY-NORTHEAST CORNER OF LOT 2; THENCE
SOUTH 89 DEGREES 00 MINUTES 00 SECONDS 00 INCHES ALONG THE SOUTH LINE
NORTH AND HAVING
A DISTANCE OF 110.13 FEET A DISTANCE OF 110.13 FEET, THENCE SOUTHWESTERLY
ALONG A CURVED LINE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 25.0 FEET A
DISTANCE OF 39.78 FEET CURVED BEARING SOUTH 45 DEGREES 38 MINUTES 23 SECONDS
WEST 110.13 FEET, THENCE WEST 110.13 FEET, THENCE SOUTHWESTERLY ALONG THE
LINE 60.0 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF LOT 2, 85.0 FEET TO
THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 03 MINUTES 02 SECONDS WEST
110.13 FEET, THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE
CURVED LINE CONVEX TO SOUTHWEST HAVING A RADIUS OF 129.91 FEET CURVED BEARING
SOUTH 45 DEGREES 38 MINUTES 23 SECONDS WEST 110.13 FEET, THENCE NORTH
FEET; THENCE NORTH 364.11 FEET; THENCE WEST 158.0 FEET TO THE POINT OF

[illegible]

PART 6: BE: THAT PART OF LOT 1 IN RANDSHORST CENTER NO. 1, BEING A RESUBDIVISION OF LOT ONE IN RANDSHORST CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT RECORDED JULY 24, 1987 AS DOCUMENT #87048581, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN (AS WIDENED) 1272.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 291.15 FEET; THENCE EAST 135.5 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONVEX NORTHEASTERLY WITH A RADIUS OF 30 FEET AN ARC LENGTH OF 47.12 FEET TO CHAIN CORNER 1, BEING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN SOUTH 261.61 FEET; THENCE WEST ALONG THE NORTH LINE OF KENSINGTON AVE. 165.5 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL A1:
NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, FOR INGRESS AND EGRESS BY VEHICULAR AND PEDESTRIAN TRAFFIC AND VEHICULAR PARKING UPON, OVER AND ACROSS THAT PORTION OF THE COMMON AREA AS IS CONSTRUCTED AND DEDICATED FOR SUCH PURPOSE, FROM TIME-TO-TIME, EXCEPT FOR THOSE AREAS DEVOTED TO SERVICE AREAS, INCLUDING BUT NOT LIMITED TO, DRIVEWAYS, DRIVEWAYS, DRIVEWAYS, AND EXCEPT FOR THOSE EXCLUSIVE PARKING AREAS SHOWN ON EXHIBIT D, AND FOR UTILITY EASEMENTS UNDER, THROUGH AND ACROSS THE COMMON AREA, AS MORE FULLY SET FORTH AND DESCRIBED IN THE DECLARATION OF COVENANTS, RESTRICTIONS AND RECIPROCAL EASEMENTS MADE BY REF #P-19-RANDHURST VILLAGE, LLC, A DELAWARE LIMITED LIABILITY COMPANY DATED APRIL 28, 2022 AND RECORDED MAY 2, 2022 AS

PARCEL B:
THE LEASEHOLD ESTATE, WHICH IS A PORTION OF THE FOLLOWING DESCRIBED LAND, CREATED BY THE INSTRUMENT HERIN REFERRED TO AS THE LEASE, EXECUTED BY REF II – P RANDHURST VILLAGE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSOR, AND REF III – P. RANDHURST VILLAGE TENANT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSEE, DATED JULY 8, 2022 WHICH MEMORANDUM OF LEASE WAS RECORDED IN BOOK 2022-04 AS DOCUMENT NO. 2220647021 WHICH DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING FEBRUARY 20, 2009 AND ENDING JANUARY 30, 2027 WITH FIVE (5) FIVE YEAR EXTENSION OPTIONS.

LOTS 1, 2, 3, 4, AND 4, IN RANDHURST CENTER RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN RANDHURST CENTER NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2022 IN COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2211857001.

PARCEL 1:
PORTIONS TO BE LEGALLY DESCRIBED OF PART OF LOTS 1, 2 AND 3 (EXCEPTING
THAT SAID LOT ONE THAT PART TAKEN BY DEPARTMENT OF TRANSPORTATION STATE OF
ILLINOIS IN CASE NO. 87L51078) AND ALSO EXCEPTING FROM SAID LOT ONE THAT PART
CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION
PURSUANT TO THAT CERTAIN CUIT CLAIM DEED RECORDED SEPTEMBER 29, 1995 AS
DOCUMENT NO. 87468851 IN THE OFFICE OF THE REGISTRAR OF TITLES OF SAID COUNTY
AND ALSO EXCEPTING FROM SAID LOT ONE THAT PART TAKEN BY DEPARTMENT OF
RESUBDIVISION OF LOT ONE IN RANCHGRIFF CENTER, BEING A SUBDIVISION OF PART
OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID
SUBDIVISION RECORDED IN THE OFFICE OF THE REGISTRAR OF TITLES OF SAID COUNTY
OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 87468851 AND
REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF SAID COUNTY AS DOCUMENT

PARCEL 2:
NORTH 70 FEET OF THE WEST 70 FEET OF THE SOUTH 120 FEET OF THE EAST 1/2 OF
THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:
A NON-EXCLUSIVE STAIR #3 EASEMENT, ELEVATORS EASEMENT, GROUND FLOOR EXIT
PASSAGEWAY EASEMENT, SECOND FLOOR PASSAGEWAY EASEMENT, LOBBY
EASEMENT, STAIR EASEMENT, PARADES FOR EASEMENT, UTILITY EASEMENT, FURNISH
EASEMENT, STRUCTURAL SUPPORT AND MAINTENANCE EASEMENT, UTILITIES EASEMENT,
EASEMENT FOR REPAIR OF ADJOINING STRUCTURES, EASEMENT FOR ENCROACHMENTS AND
EMERGENCY ACCESS EASEMENT - AS SET FORTH IN THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE EASEMENT, MOUNT PROSPECT, #1
DATED MARCH 31, 2015 AND RECORDED APRIL 1, 2015 AS DOCUMENT NUMBER
1509141054 FOR THE PURPOSES SET FORTH IN SAID DOCUMENT.

PARCEL 11:
LOT 11 IN RANDHURST CENTER RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF PARTS
OF LOTS 1, 2 AND
3 IN RANDHURST CENTER RESUBDIVISION NO. 1, BEING A SUBDIVISION OF PART OF THE
SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2022 AS
DOCUMENT NO. 2211857002, IN COOK COUNTY, ILLINOIS.

PARCEL 29(**):
THAT PART OF LOT 1 IN RANDHURST CENTER RESUBDIVISION-NO. 1, BEING A
RESUBDIVISION OF LOT ONE IN RANDHURST CENTER, BEING A SUBDIVISION OF PART OF
THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID
RANDHURST CENTER RESUBDIVISION-NO. 1 RECORDED JULY 24, 1987 IN THE OFFICE OF
THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 87408881 LYING
BELOW AN ELEVATION OF 670.55 (NAVD 88 DATUM) MORE PARTICULARLY DESCRIBED AS
FOLLOWS:



**PRESS CTRL &
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A QUOTE**

COMMENCING AT THE MOST WESTERLY SOUTHWEST CORNER OF ORIGINAL LOT 1
 4) MONASIE; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE
 LINE OF SAID MONASIE, A DISTANCE OF 34.92 FEET TO A POINT; THENCE
 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF
 39.92 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHERLY AND
 NORTHEASTERLY, 22.68 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 19.50
 FEET, AN ARC LENGTH OF 11.40 FEET, AN ANGLE OF 34.37 DEGREES, TO A POINT;
 THENCE NORTHERLY 18 SECONDS EAST AND A LENGTH OF 21.40 FEET TO A POINT OF REVERSE
 CURVE; THENCE NORTHERLY 30 SECONDS EAST, 30.22 FEET ALONG AN ARC TO THE LEFT, HAVING A
 RADIUS OF 20.00 FEET, AN ARC LENGTH OF 15.40 FEET, AN ANGLE OF 56.31 DEGREES, TO A
 POINT; THENCE NORTHERLY 59 DEGREES 49 MINUTES 45 SECONDS EAST AND A LENGTH OF 30.21 FEET TO A POINT
 OF A NON-TANGENT CURVE; THENCE NORTHERLY 59 DEGREES 49 MINUTES 45 SECONDS EAST,
 A DISTANCE OF 42.41 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE
 NORTHEASTERLY, 37.52 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 204.91
 FEET, AN ARC LENGTH OF 37.52 FEET, AN ANGLE OF 10.63 DEGREES, TO A POINT;
 THENCE NORTHERLY 11 MINUTES 18 SECONDS EAST AND A LENGTH OF 37.50 FEET TO A POINT OF
 A NON-TANGENT CURVE; THENCE NORTHERLY 11 MINUTES 18 SECONDS EAST, A
 DISTANCE OF 72.00 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE

[illegible]

THE SOUTHEAST 1/4 OF SECTION 27,

[illegible][illegible][illegible][illegible]

(ASSURANCE NOTE: THE PROPERTY SHOWN HEREON IS BASED UPON THE TITLE COMMITMENT AS PREPARED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. CH21402202221, WITH AN EFFECTIVE DATE OF MAY 17, 2024, BEING THE SAME PROPERTY AS SURVEYED. THE LEGAL DESCRIPTION CONTAINED IN CHICAGO TITLE COMMITMENT NO. CH21402202221 AND THE "AS SURVEYED" LEGAL DESCRIPTION IS THE SAME WITHOUT ANY GAPS OR GORES).



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EXCEPTION DIMENSIONS

LOT 5, RANDHURST SUBDIVISION NO. 2 (PARCEL 5 PER TITLE)
AREA=53,342 SQ. FT., 1.225 AC.

"F"--N00° 02' 42"W 224.37'(S)
N00° 03' 45"W 224.07'(R)

"G"--R=139.91'(R/S)
L=197.96'(R) 197.66'(S)
CB=S44°57'54"E(R), S44°59'13"E(S)
LC=242.76'(R/S)

"H"--N89° 55' 44"W 18.39'(S)
N89° 56' 47"W 18.28'(R)

"I"--S00° 02' 52"E 364.11'(S)
S00° 03' 55"E 364.11'(R)

"J"--S89° 58' 08"E 158.00'(S)
S89° 59' 11"E 158.00'(R)

"K"--S0° 02' 53"E 106.57'(S)

EXCEPTION DIMENSIONS

LOT 6, RANDHURST SUBDIVISION NO. 2 (PARCEL 6 PER TITLE)
AREA=50,382 SQ. FT., 1.157 AC.

"L"--S89° 49' 10"W 59.00'(S)
S89° 48' 53"W 59.00'(R)

"M"--S89° 48' 53"W 241.68'(S)
S89° 49' 10"W 241.69'(R)

"N"--R=20.00'(R/S)
L=10.53'(R/S)
CB=N75°06'00"W(R), N75°06'17"W(S)
LC=10.41'(R/S)

"O"--N60° 01' 27"W 43.77'(S)
N60° 01' 10"W 43.77'(R)

"P"--N29° 58' 33"E 203.96'(S)
N29° 58' 50"E 203.96'(R)

"Q"--R=20.00'(R/S)
L=20.89'(R/S)
CB=N59°54'00"E(R), N59°53'43"E(S)
LC=19.95'(R/S)

"R"--S89° 48' 53"E 149.81'(S)
N89° 49' 10"E 149.81'(R)

"S"--R=20.00'(R/S)
L=31.42'(R/S)
CB=S45°10'50"E(R), S45°11'07"E(S)
LC=28.28'(R/S)

"T"--S89° 11' 07"E 191.00'(S)
S00° 10' 50"E 191.00'(R)

EXCEPTION DIMENSIONS

LOT 7, RANDHURST SUBDIVISION NO. 2 (PARCEL 6 PER TITLE)
AREA=50,382 SQ. FT., 1.157 AC.

"L"--S89° 49' 10"W 59.00'(S)
S89° 48' 53"W 59.00'(R)

"M"--S89° 48' 53"W 241.68'(S)
S89° 49' 10"W 241.69'(R)

"N"--R=20.00'(R/S)
L=10.53'(R/S)
CB=N75°06'00"W(R), N75°06'17"W(S)
LC=10.41'(R/S)

"O"--N60° 01' 27"W 43.77'(S)
N60° 01' 10"W 43.77'(R)

"Z"--S00° 10' 05"E 220.50'(R)
S00° 11' 07"E 220.00'(S)

"AA"--R=7.50'(R/S)
L=11.78'(R/S)
CB=S44°49'10"W(R), S44°48'53"W(S)
LC=10.61'(R/S)

"BB"--S89° 48' 53"W 358.95'(S)
S89° 49' 10"W 358.95'(R)

"CC"--R=20.00'(R/S)
L=10.46'(R/S)
CB=N75°11'38"W(R), N75°11'55"W(S)
LC=10.34'(R/S)

"DD"--N60° 12' 43"W 29.40'(S)
N60° 12' 26"W 29.65'(R)

"EE"--R=15.00'(R/S)
L=23.56'(R/S)
CB=N15°12'26"W(R), N15°12'43"W(S)
LC=21.21'(R/S)

"FF"--N29° 47' 17"E 94.21'(S)
N29° 47' 34"E 94.63'(R)

"GG"--N23° 17' 16"E 47.31'(S)
N23° 17' 33"E 47.31'(R)

"HH"--N29° 58' 33"E 103.34'(S)
N29° 58' 50"E 103.34'(R)

EXCEPTION DIMENSIONS

LOT 8, RANDHURST SUBDIVISION NO. 2 (PARCEL 8 PER TITLE)
AREA=48,029 SQ. FT., 1.103 AC.

"U"--N00° 01' 45"W 291.36'(S)
N00° 02' 15"E 291.15'(R)

"V"--S89° 56' 18"E 135.52'(S)
S89° 57' 45"E 135.50'(R)

"W"--R=30.00'(R/S)
L=47.12'(R), 47.11'(S)
CB=S44°59'25"E(R), S45°02'33"E(S)
LC=42.42'(R/S)

"X"--S00° 03' 22"E 261.18'(S)
S00° 00' 38"W 261.17'(R)

"Y"--N89° 58' 10"W 165.64'(S)
N89° 57' 27"W 165.64'(R)

EXCEPTION DIMENSIONS

LOT 9, RANDHURST SUBDIVISION NO. 2 (PARCEL 9 PER TITLE)
AREA=65,542 SQ. FT., 1.500 AC.

"U"--N00° 01' 45"W 291.36'(S)
N00° 02' 15"E 291.15'(R)

EXCEPTION DIMENSIONS

LOT 10, RANDHURST SUBDIVISION NO. 2 (PARCEL 10 PER TITLE)
AREA=82,553 SQ. FT., 1.895 AC.

"D"--S05° 19' 59"E 160.96'(S)
S05° 15' 59"E 160.96'(R)

"E"--S43° 03' 59"E 17.95'(S)
S42° 59' 59"E 17.95'(R)

EXCEPTION DIMENSIONS

LOT 11, RANDHURST SUBDIVISION NO. 2 (PARCEL 11 PER TITLE)
AREA=32,330 SQ. FT., 0.742 AC.

"A"--S74° 44' 21"W 220.06'(S)
N74° 48' 21"E 220.06'(R)

"B"--R=282.20'(R/S)
L=250.94'(R/S)
CB=N23°20'42"E(R), S23°17'13"W(S)
LC=242.76'(R/S)

"C"--S84° 40' 01"W 89.50'(S)
S84° 44' 01"W 89.50'(R)

"D"--S05° 19' 59"E 160.96'(S)
S05° 15' 59"E 160.96'(R)

"E"--S43° 03' 59"E 17.95'(S)
S42° 59' 59"E 17.95'(R)

EXCEPTION DIMENSIONS

LOT 12, RANDHURST SUBDIVISION NO. 2 (PARCEL 12 PER TITLE)
AREA=41,405 SQ. FT., 0.951 AC.

"QQ"--N89° 53' 32"E 20.51'(S)
N89° 52' 44"E 20.51'(R)

"RR"--S16° 06' 45"E 23.06'(S)
S16° 07' 33"E 23.06'(R)

"SS"--S00° 06' 28"E 122.51'(S)
S00° 07' 16"E 122.51'(R)

"TT"--S12° 24' 16"E 111.25'(S)
S12° 25' 04"E 111.25'(R)

PARCEL A

"II"--R=25.00'(R/S)
L=10.46'(R/S)
CB=N75°11'38"W(R), N75°11'55"W(S)
LC=10.34'(R/S)

"KK"--R=225.00'(R/S)
L=207.25'(R/S)
CB=N85°47'01"E(R), N85°48'31"E(S)
LC=200.00'(R/S)

"JJ"--R=20.00'(R/S)
L=39.20'(R/S)
CB=S56°01'32"W(R), S56°02'47"W(S)
LC=33.22'(R/S)

"LL"--R=162.00'(R/S)
L=57.27'(R/S)
CB=S69°31'21"W(R), S69°32'23"W(S)
LC=56.97'(R/S)

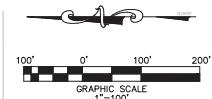
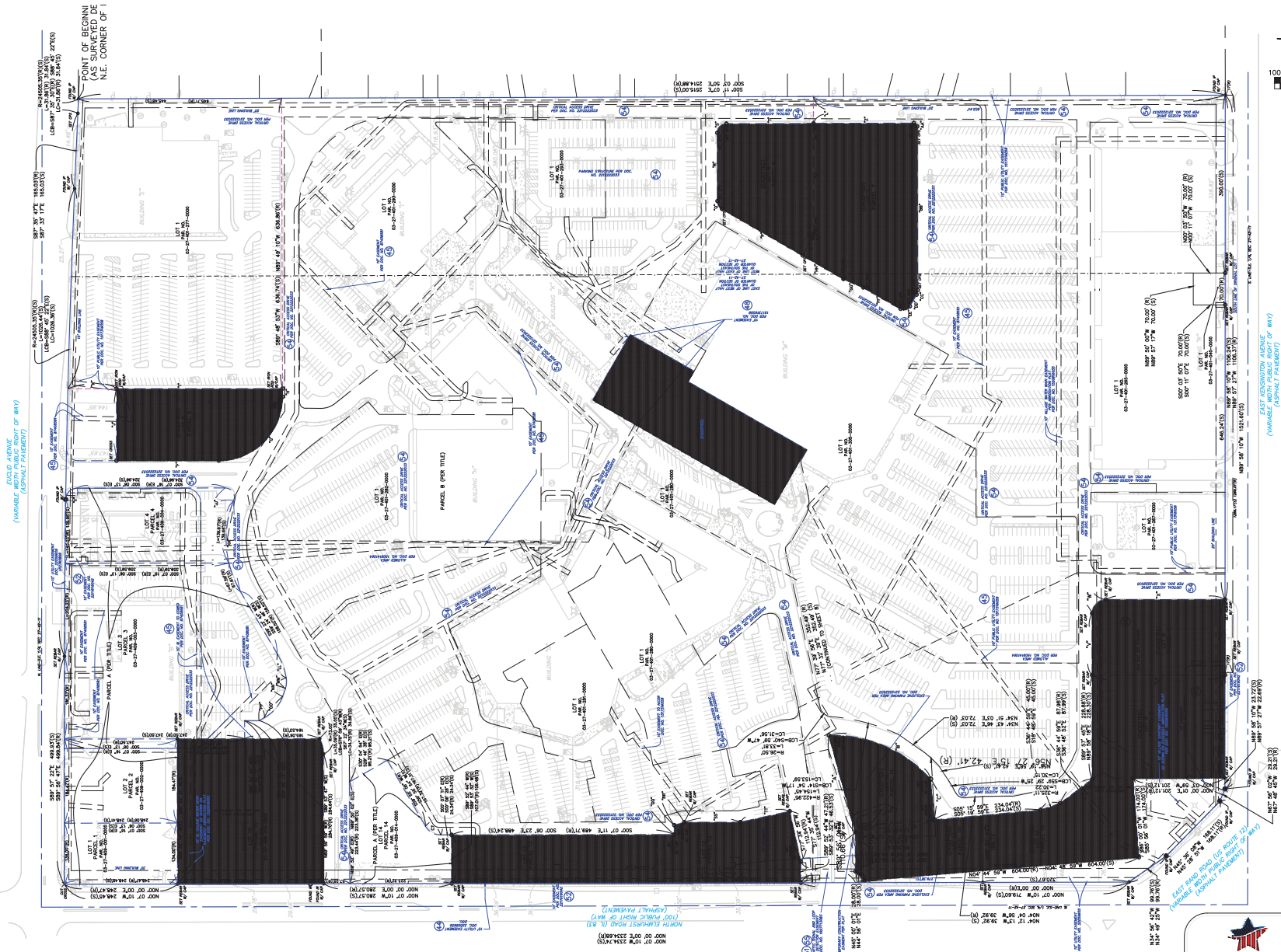
"MM"--R=45.00'(R/S)
L=23.58'(R/S)
CB=N75°11'38"W(R), N75°11'55"W(S)
LC=10.34'(R/S)

"NN"--N70° 18' 55"W 18.41'(S)
N70° 19' 58"W 18.41'(R)

"OO"--R=85.00'(R/S)
L=62.88'(R/S)
CB=N49°08'20"W(R), N49°07'18"W(S)
LC=61.46'(R/S)

"PP"--N29° 35' 21"W 12.43'(S)
N27° 56' 23"W 13.16'(R)





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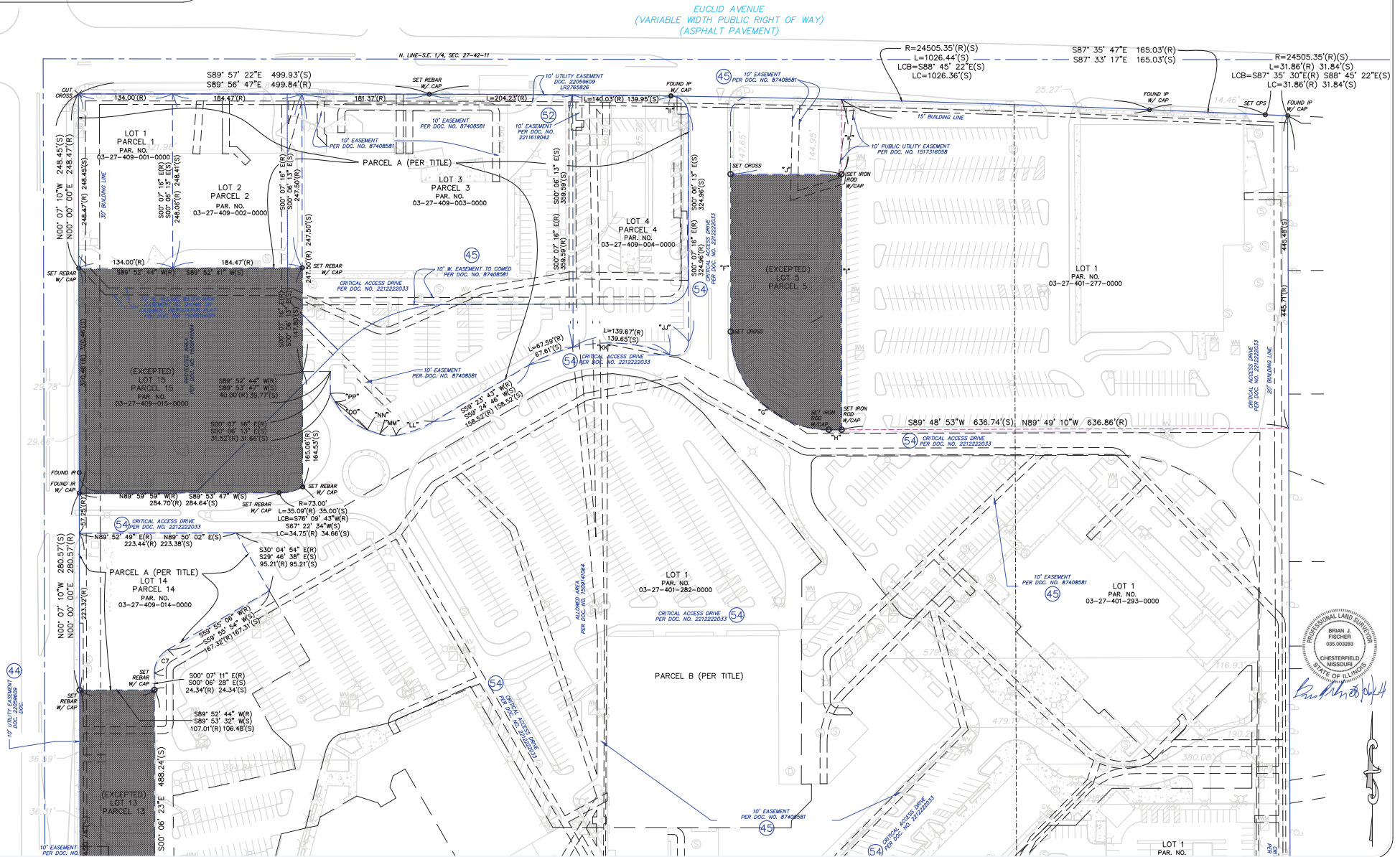
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SCALE : 1"=60'



A horizontal scale bar with alternating black and white segments. It is marked with the numbers 0, 30, 60, and 120 at the bottom.

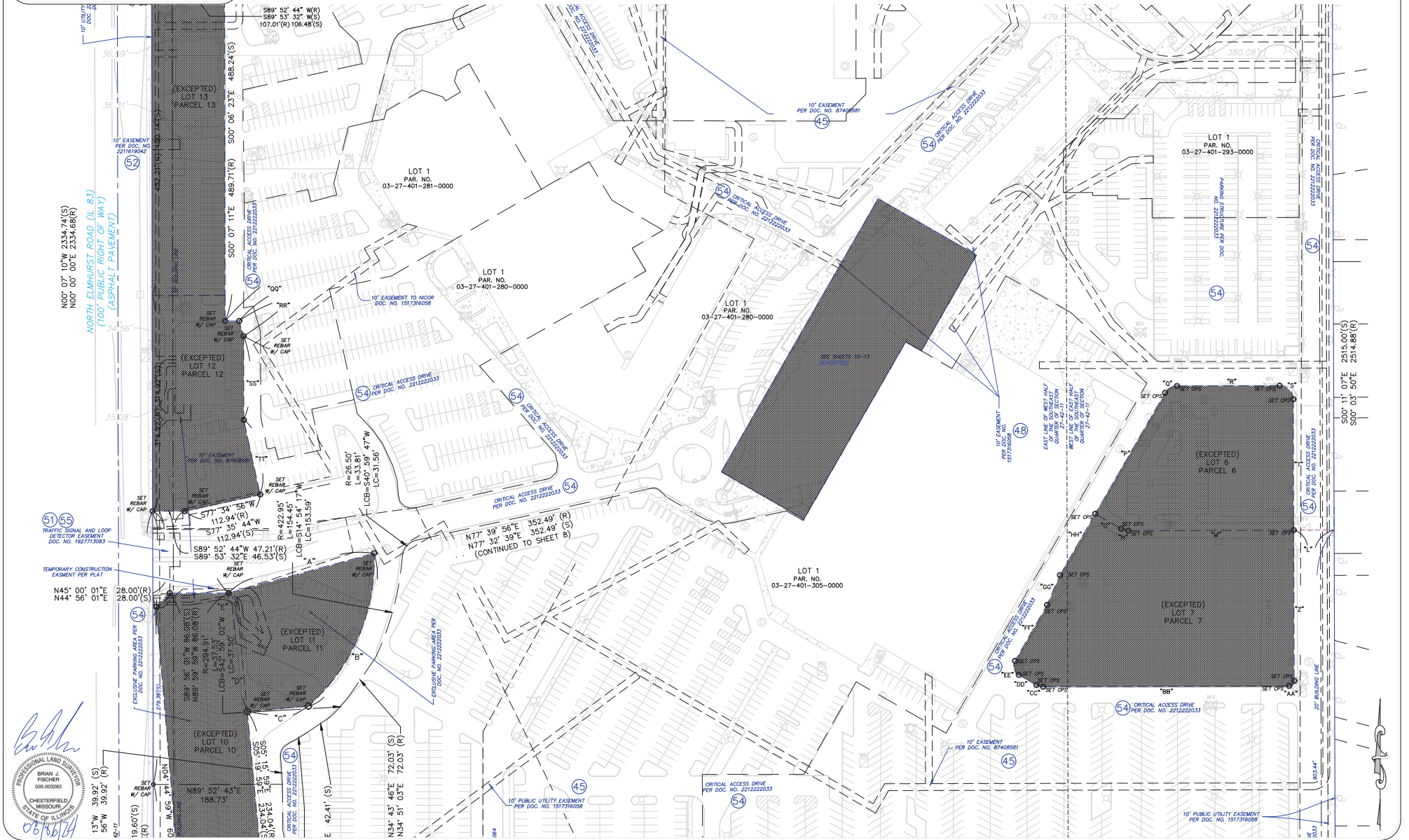


Sheet 8 of 20



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SCALE : 1"=60'
0 30 60 120

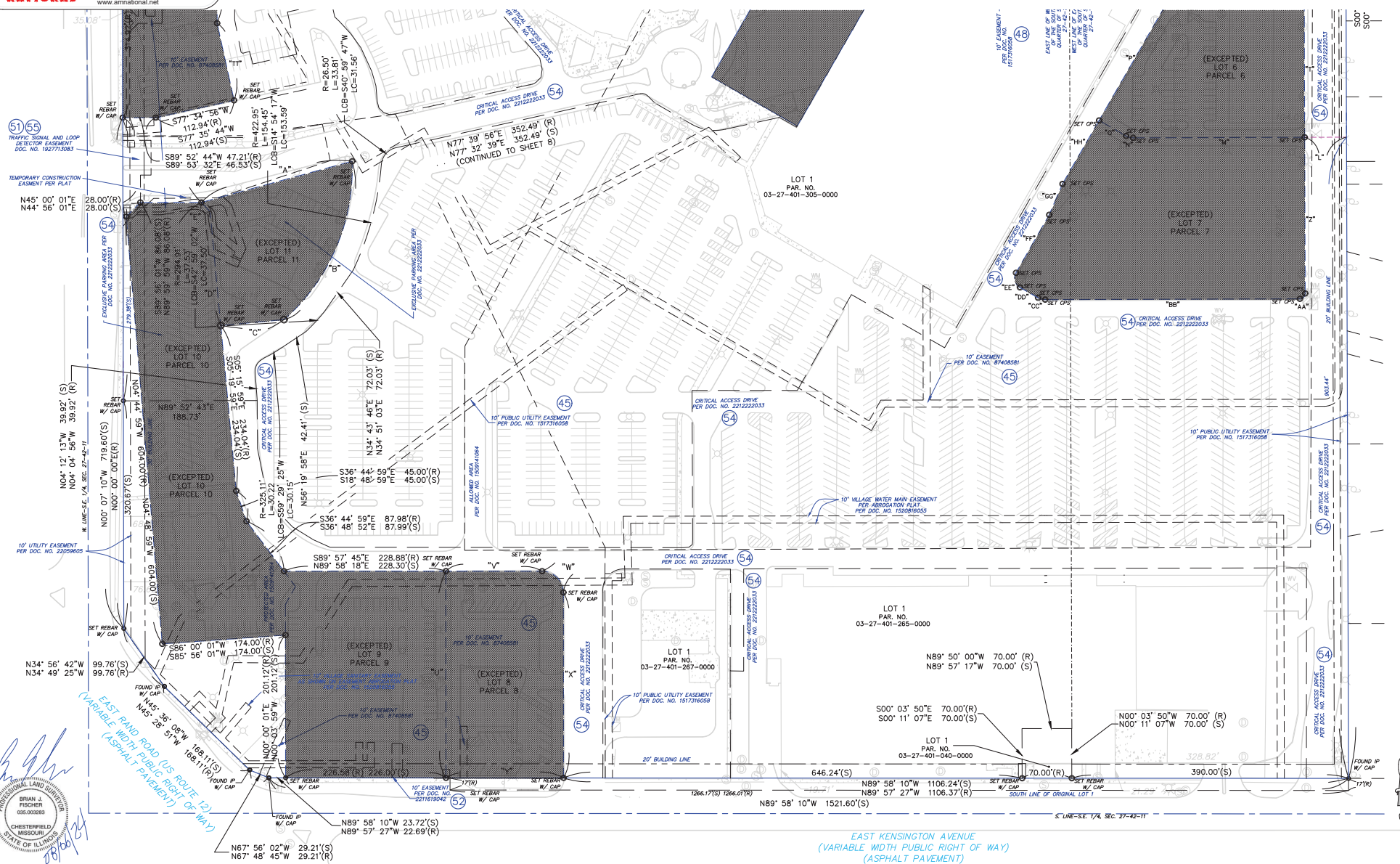


Sheet 9 of 20



SCALE : 1"=60'

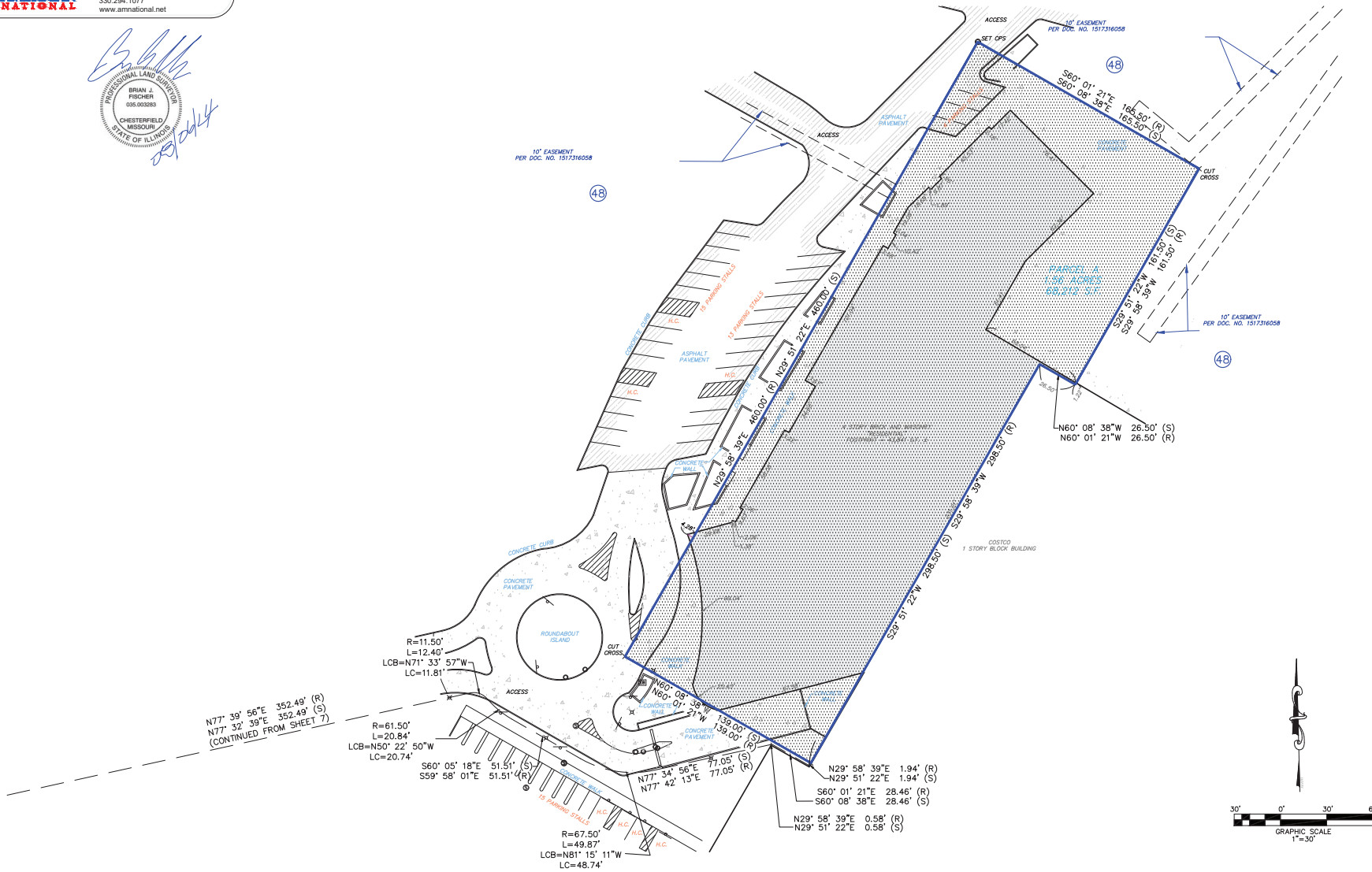
A horizontal scale bar with alternating black and white segments. Below the bar are numerical markings at 0, 30, 60, and 120.



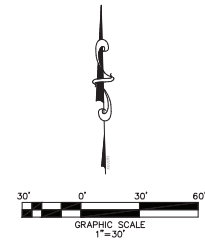


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PARCEL 29 (BASEMENT)

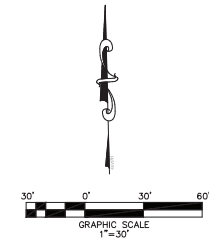
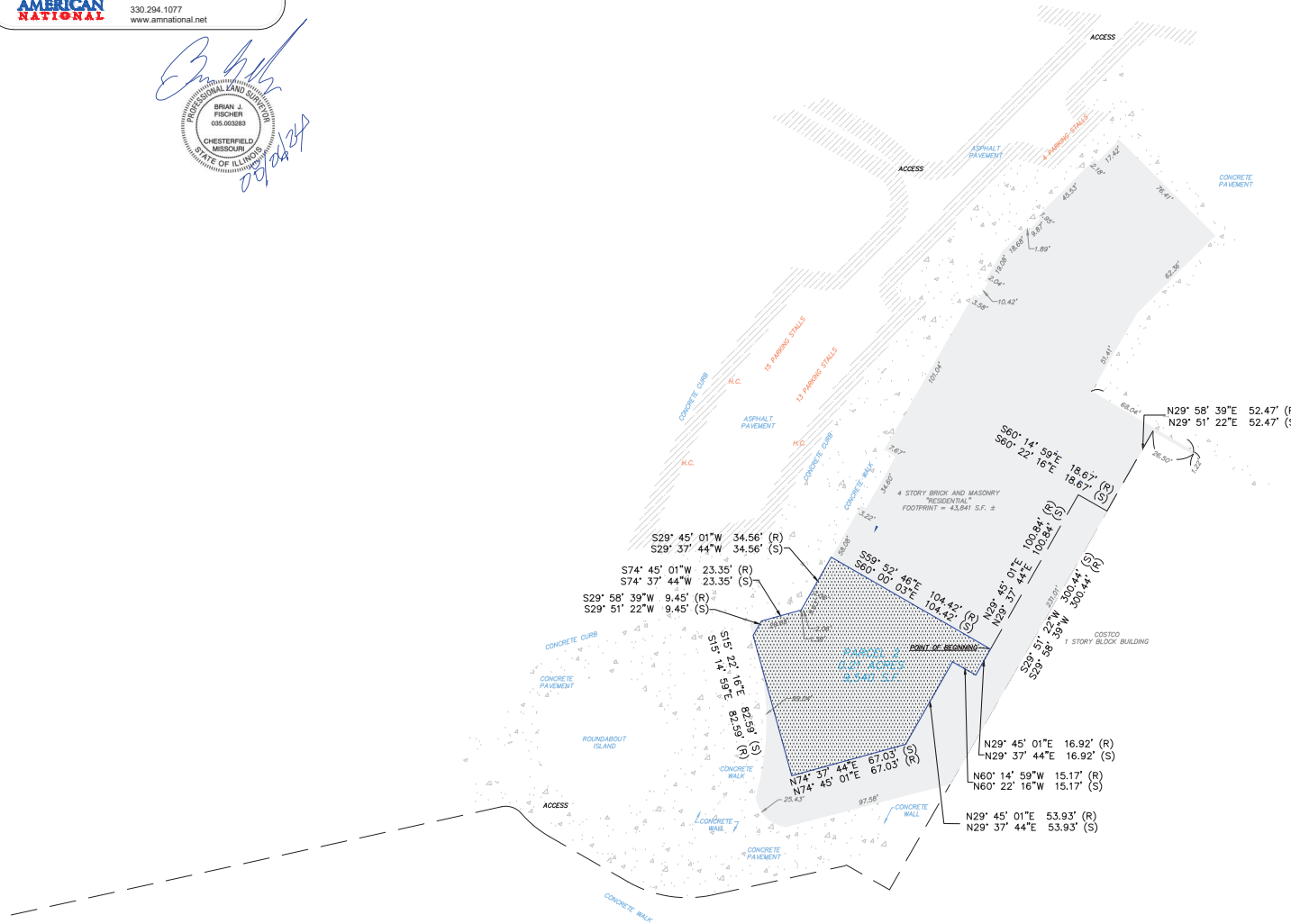




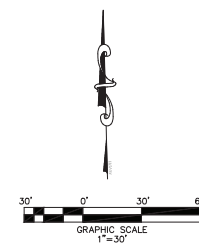
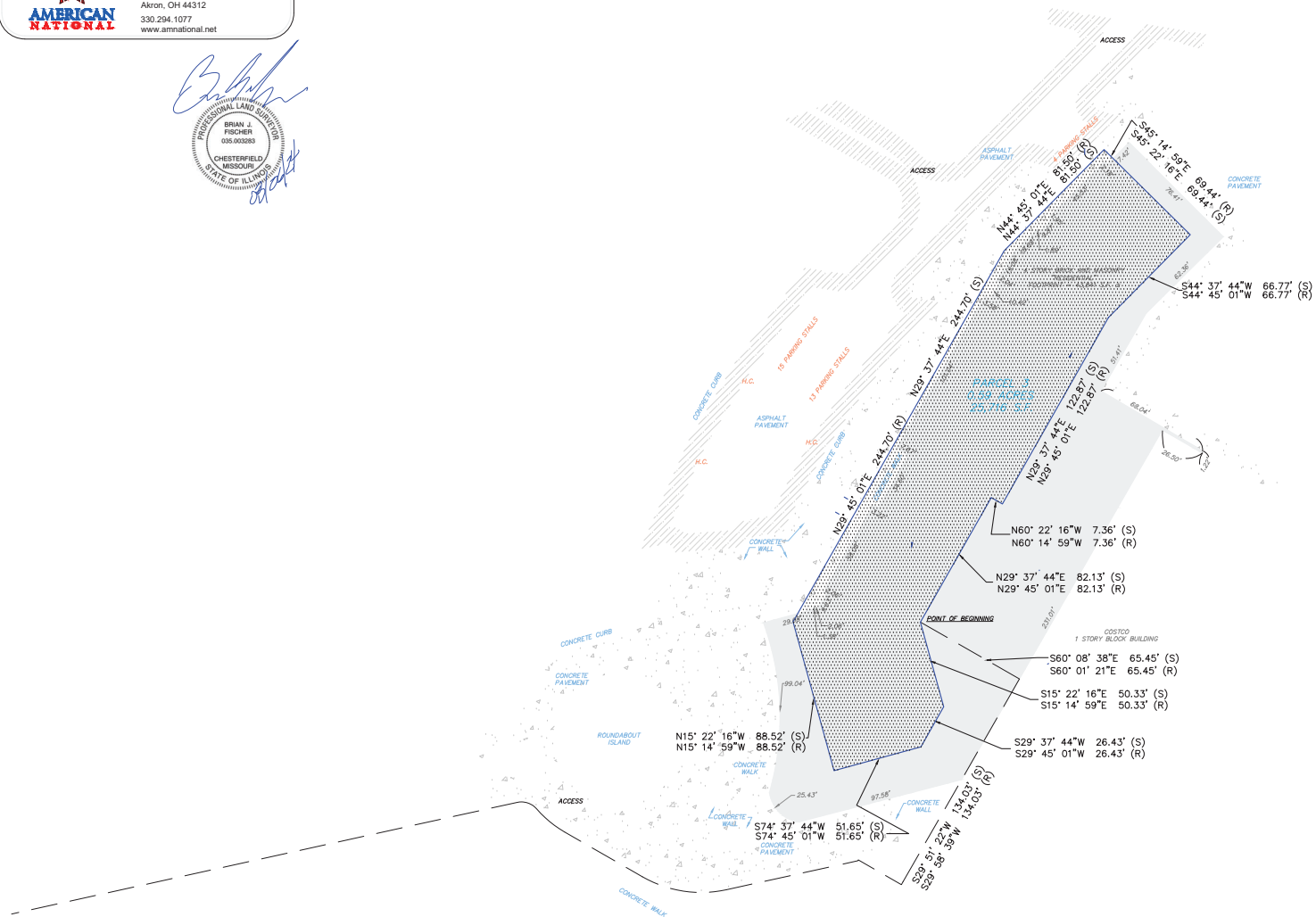
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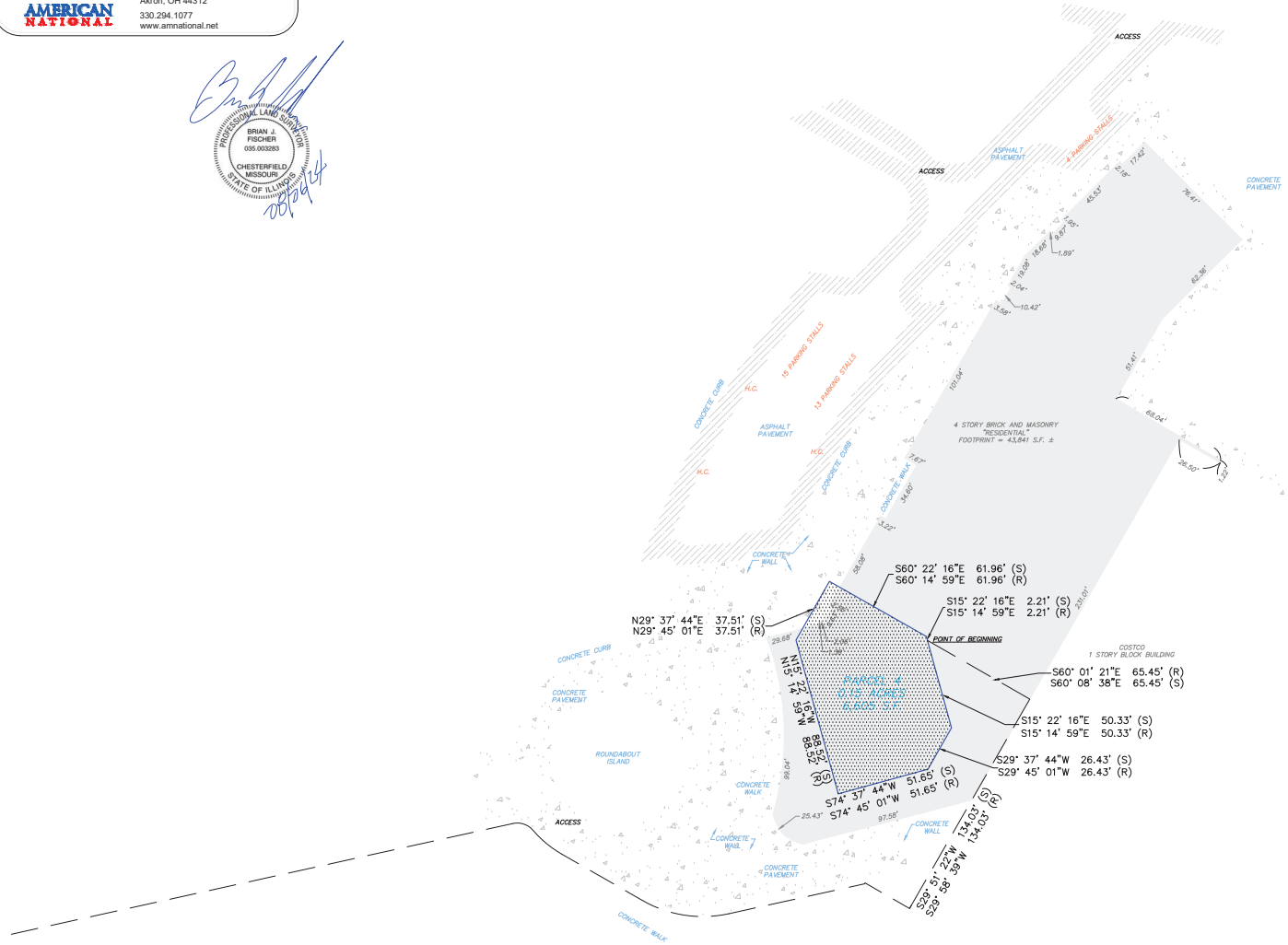
PARCEL 30 (LEVEL 1)



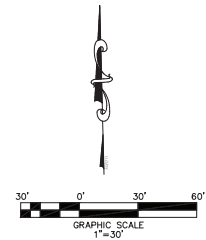
PARCEL 31 (LEVELS 2-4)

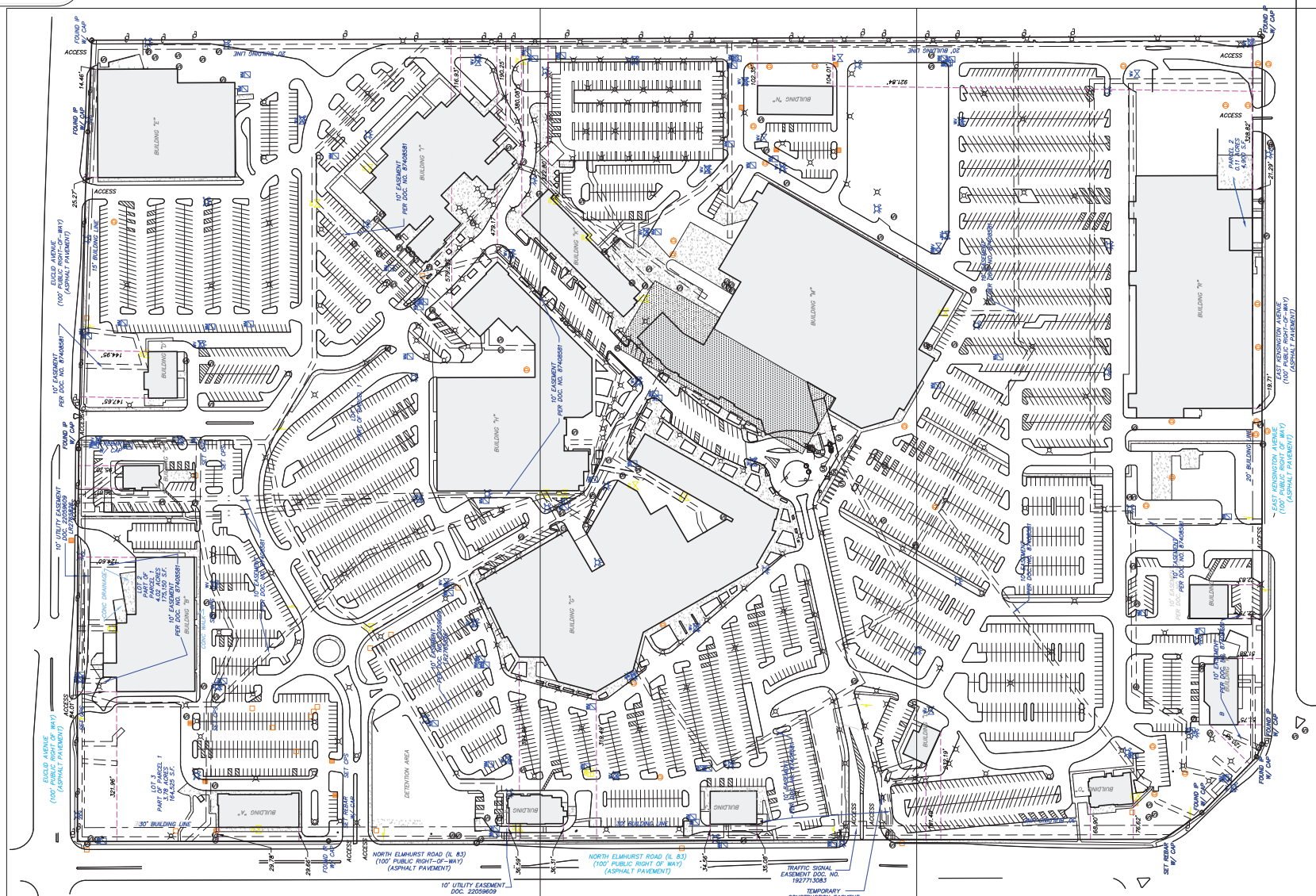


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PARCEL 32 (LEVEL 5)



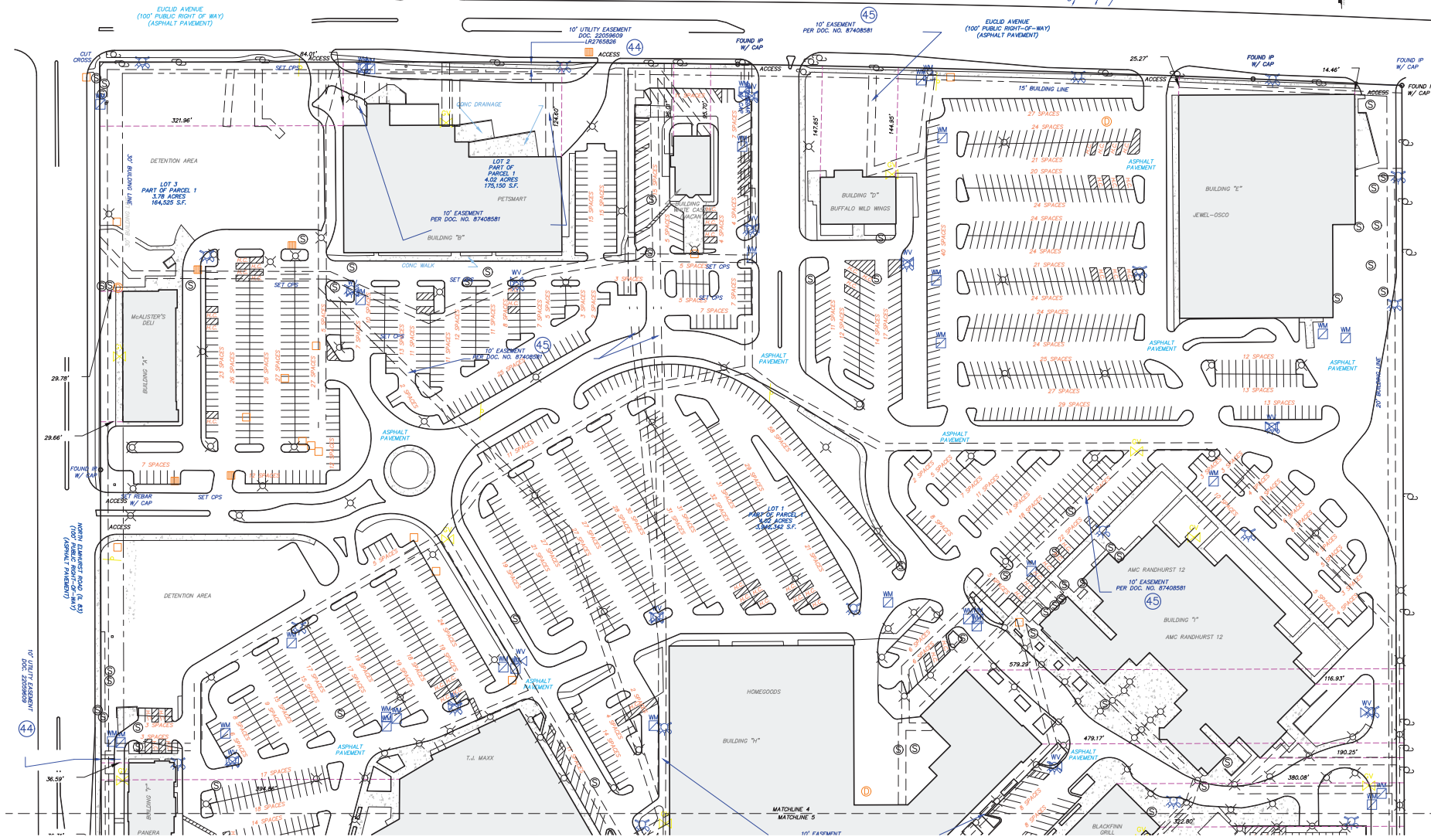


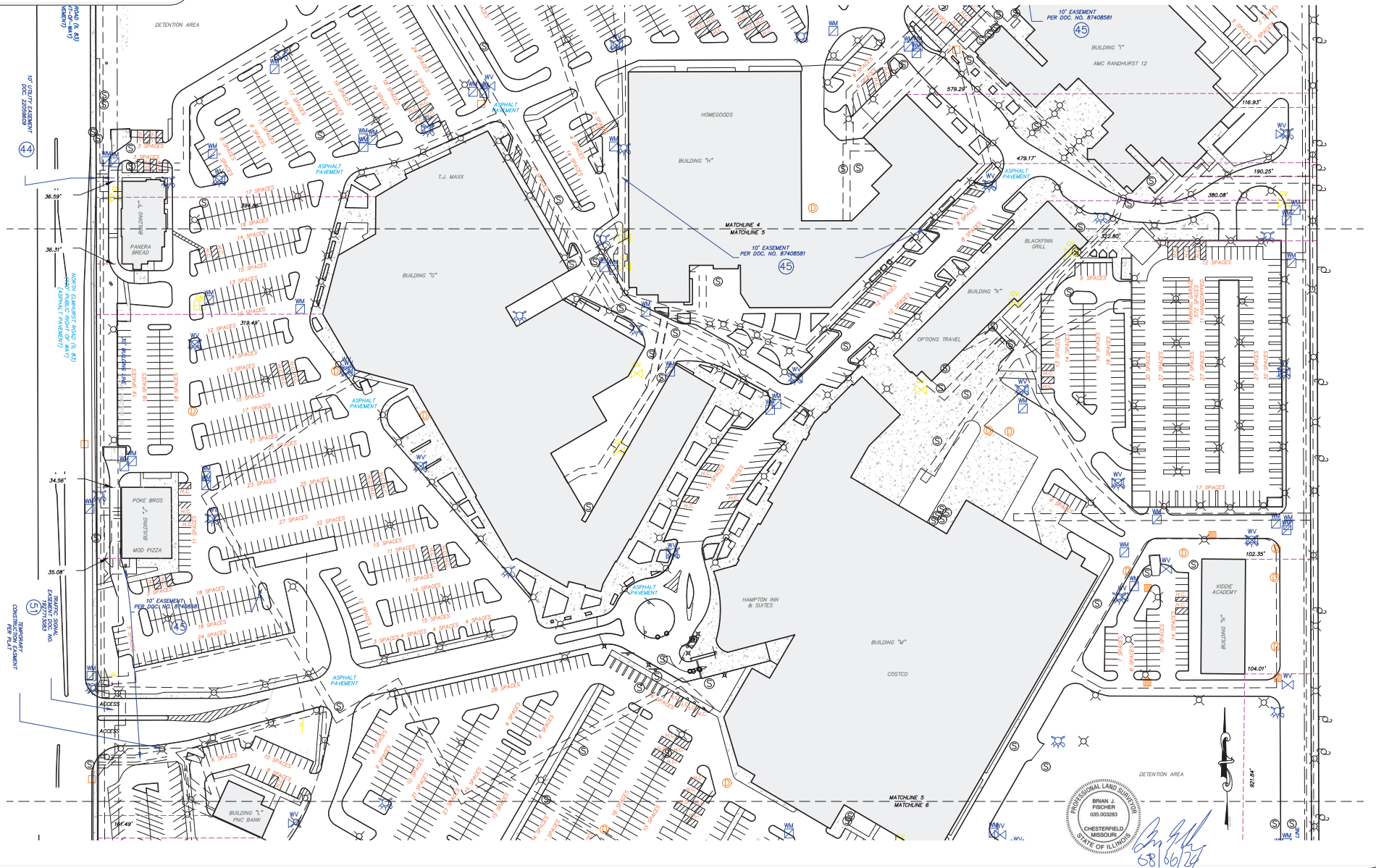


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6/8/06/24







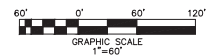
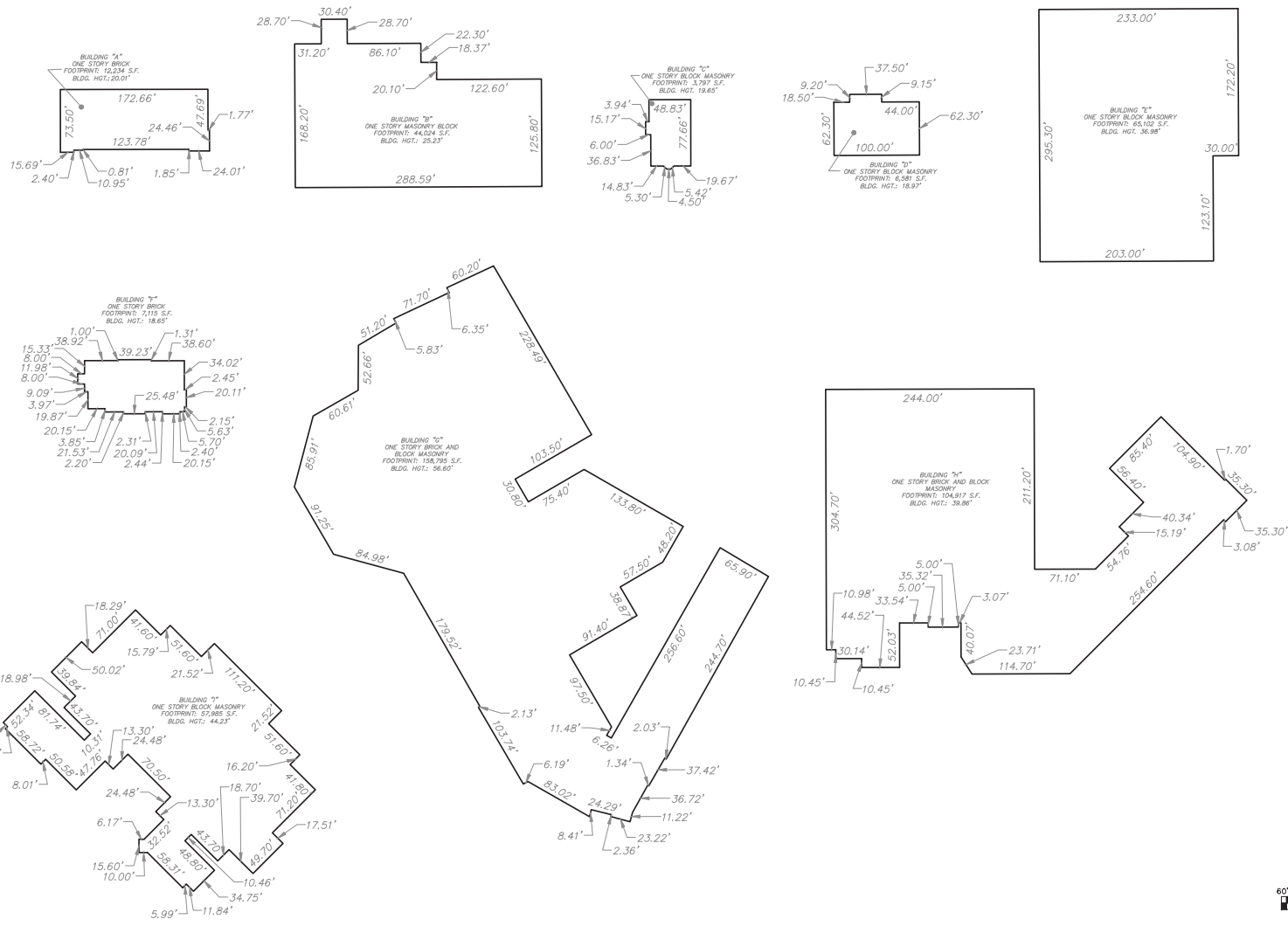
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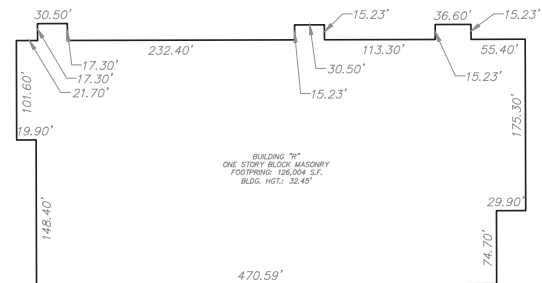
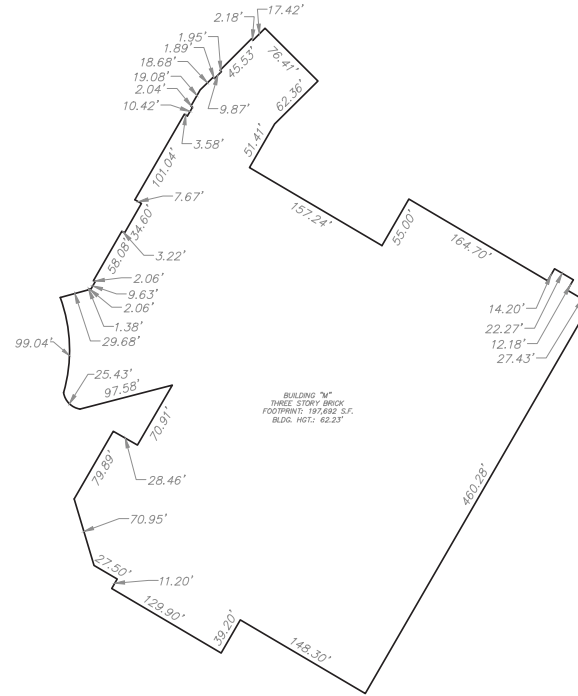
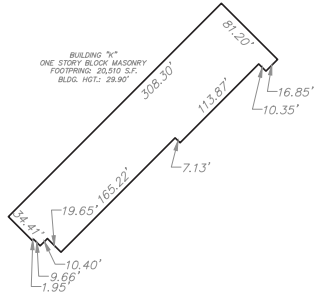
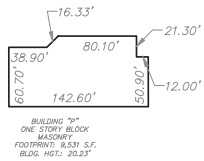
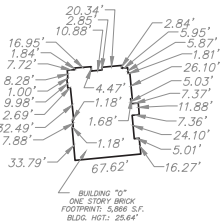
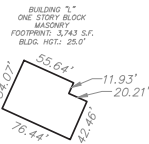
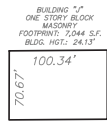
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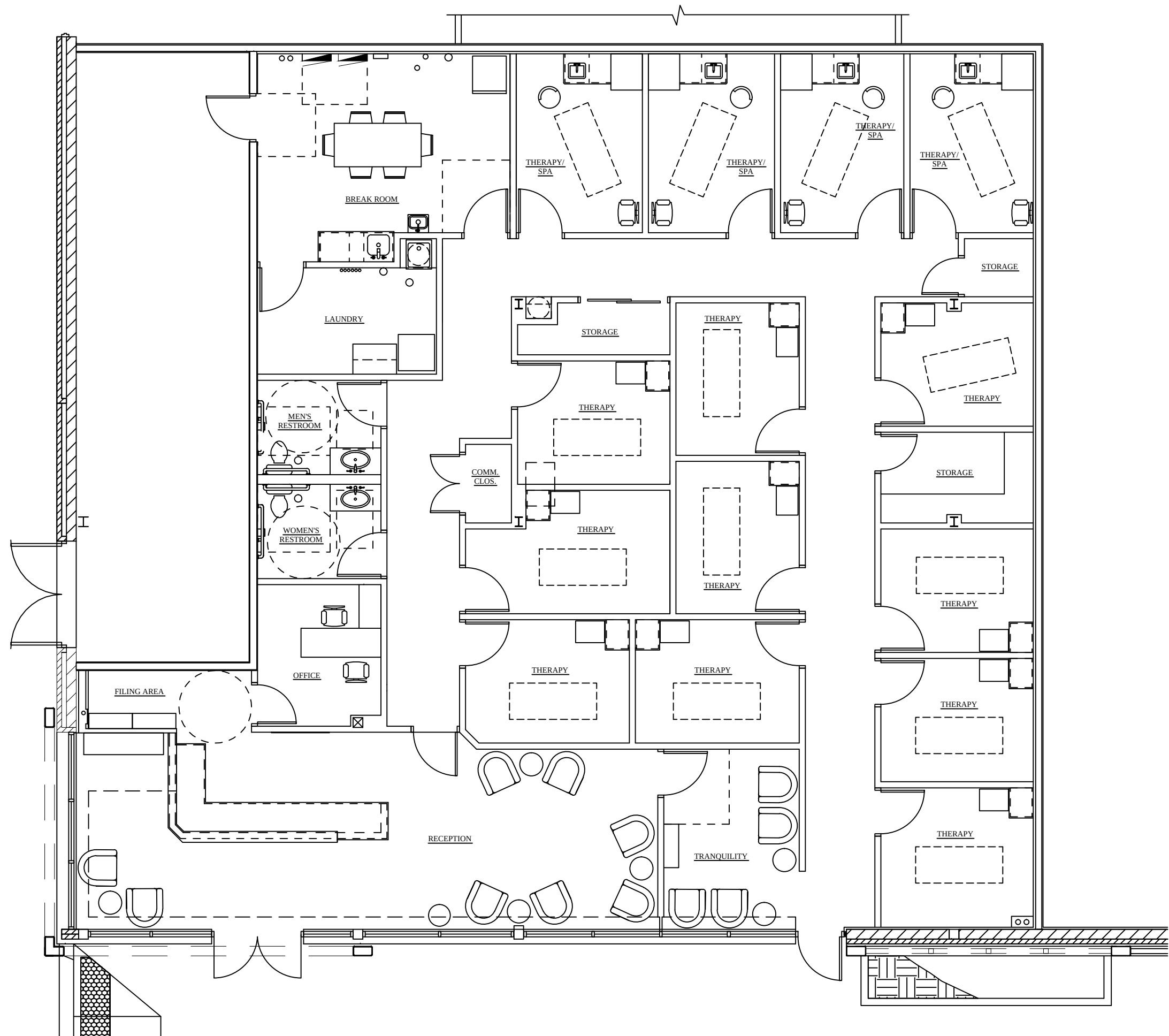
Brian J. Fischer
Professional Land Surveyor
095-00383
Chesterfield, Missouri
State of Illinois
08/24/24



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Brian J. Fischer
PROFESSIONAL LAND SURVEYOR
BRIAN J. FISCHER
035.003283
CHESTERFIELD
MISSOURI
STATE OF ILLINOIS
2/2/2024



DRAWING : Front Elevation - Front-Lit Channels Flush Mount

REVISION : DATE :
9 - 26 - 24

41 SF, QTY. 1



LETTERS	FACES:		Light Blue #2051	3/16" Acrylic	BACKS:		White	.125 Pre-Finished ACM
	TRIM:		Blue	1" Jewelite Trim	ILLUMINATION:		White	Principal LED's (Quick Mod 2 Typical)
	RETURNS:		Chevron Blue	.040 Pre-Finished Aluminum				
TAGLINE	FACES:		White #7328	3/16" Acrylic				
	VINYL:		Opaque Black	Applied to Face				
	TRIM:		White	1" Metal Molding				
	RETURNS:		Black	.040 Pre-Finished Aluminum				

CLIENT

Hand & Stone

ADDRESS

PROJECT

SIGNAGE

ACCOUNT REP

VERONICA W.
631-446-1121 x.209

FILE NAME

DESIGNER

KAITLYN P.

COMMENTS

APPROVAL

I HAVE REVIEWED THE ABOVE SPECIFICATIONS
& HEREBY FULLY UNDERSTAND THE CONTENT
OF THE WORK TO BE PERFORMED THAT
I APPROVE THIS PROJECT TO BEGIN

Client's Approval

DATE: ___/___/___

SIGNED: _____

Landlord's Approval

DATE: ___/___/___

SIGNED: _____

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A118	Vacant	6262
A107	Vacant	5000
A102b	Milano Nail Salon	6102
A102a	America's Best	4159
A101	Old Navy	12500
E101A	Orange Theory	3200
E101B	Vacant	1881
E101C	DSW	16614
E101D	Michael's	23944
T100	Vacant	32500
T102	TJ Maxx	26129
T101	Hand & Stone	3613



The proposed new Hand And Stone Mount Prospect will be owned solely by William (Bill) Christy. Bill has numerous years and a variety of different business experience. Bill started his career in retail as the Brand Manager for Montgomery Ward - Electric Avenue. Bill quickly became a Store Manager, Regional Manager and then District Manager. Bill then transitioned to Sears where he started as a District Sales Manager, then became a Store Manager and quickly became a Regional Manager. Upon leaving the retail industry, Bill entered the Wireless Industry. Bill's first job in the Wireless Industry was a Product Marketing Manager for Ameritech. Bill was recognized for his accomplishments and was asked to join the executive team by Ameritech's President Jack Rooney. Bill was given the opportunity to head up the Dealer Stores across the Ameritech network. Bill was then recruited by Motorola where he became The Director of Marketing for the USA, Latin America as well as Canada. Bill was then recruited by Andrew Wireless Products where he became Business Unit Director overseeing the entire Wireless Products division. Andrew then decided to divest itself of the wireless products division so Bill gathered a few investors and they decided to purchase the entity. Xentris Wireless was then formed by Bill where he not only was an owner he became President and CEO. Bill held that position for 14 years growing the business from \$1MM in sales in 2004 to over \$400MM upon his resignation in 2018. Bill then considered retirement but was too young for that so he decided to enter the franchise industry. Bill opened his first Hand And Stone in 2018 by taking over an existing business in Rolling Meadows. This struggling business quickly turned around and is still growing. Bill then acquired his second location in Carol Stream a few months later. In October of 2018 Bill opened his third location in South Elgin. In 2021 Bill opened his fourth location in Hoffman Estates / South Barrington. All four locations are typically top performers within the Illinois market.

The Typical hours of operation for Hand And Stone are as follows.
Monday - Friday. 9:00 AM - 10:00 PM
Saturday 8:00 AM - 9:00 PM
Sunday 8:00 AM - 7:00 PM

We offer a wide variety of services (See Attached) offered only by highly trained, licensed and vetted service providers. Hand & Stone is the industry leader in ensuring our customers enjoy their services in a safe and professional environment. All of our service providers are required to pass Hand & Stone Code of Ethics training, provide a valid state license, and undergo a criminal record and employment reference check.

The proposed Mount Prospect location will have 12 treatment rooms. We will employ approximately 12-20 Licensed service providers. 5-7 Spa associates. A Spa Manager and Assistant Manager. This location will also receive support from the organizations Owner, Regional Operations Manager, Regional Sales Manager and Corporate Support.



Non-Member

Member

Introductory

Intro Classic Facial Dermalogica	\$89.95
Intro Image Classic Facial	\$89.95
Intro Men's Facial Clarity	\$89.95
Intro Men's Facial Dermalogica	\$89.95
Intro Teen Facial Clarity	\$89.95
Intro Teen Facial Dermalogica	\$89.95
Introductory Swedish Massage 1 Hour	\$89.95
Introductory Classic Facial	\$89.95

Massage

Swedish Massage 1 Hour	\$129.95
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Facial Enhancements

	Add
LED Hands Forearms Upgrade	\$30
Dermalogica Pro Bright	\$30
Dermalogica Pro Calm	\$30
Dermalogica Pro Clear	\$30
Dermalogica Pro Firm	\$30
DiamondGlow	\$100
Facial Toning by NEVESKIN Add On + Extended Coupler	\$125
Facial Toning by NEVESKIN Add-On 10 min	\$80
Facial Toning by Neveskin Add-On	\$100
Image Eye Gel Masks	\$10
Image MD Power C Peel	\$70
Image Organic Lift Facial	\$30
Image Oxygenating Facial	\$30
Microdermabrasion - Clarity	\$50
Microdermabrasion - Dermalogica	\$50
Microdermabrasion Image	\$50
Microdermabrasion - Clarity	\$50





Facials

Glow & Go LED Facial 30 Min	\$120
Classic Facial - Clarity	\$129.95
Classic Facial - Dermalogica	\$129.95
Classic Facial Image	\$129.95
Men's Facial - Dermalogica	\$129.95
Men's Facial - Clarity	\$129.95
Teen Facial - Clarity	\$129.95
Teen Facial - Dermalogica	\$129.95

Massage Enhancements

Lymphatic Drainage Massage Upgrade	\$10
Restorative Stretch Therapy Upgrade	\$10
Shiatsu Massage Upgrade	\$10
CBD Oil Upgrade	\$30

Microdermabrasion - Dermalogica	\$50
Microdermabrasion Image	\$50
NuFACE Microcurrent - Clarity	\$25
NuFACE Microcurrent - Dermalogica	\$25
NuFACE Microcurrent Image	\$25
NuFACE Neck Lift	\$10
Pro Bright - Dermalogica	\$90
Pro Firm Neck Upgrade - Dermalogica	\$30
Pro Pen Nanoinfusion Upgrade	\$130
Hydrating Facial - Clarity	\$30
Hydrating Facial - Dermalogica	\$30
Image MD Power C Peel LED	\$90
Image Organic Lift LED Facial	\$50
Image Oxygenating LED Facial	\$50
LED Brightening Facial Upgrade	\$50
LED ClarityRx C-Results Antioxidant Facial Upgrade	\$60
LED Detox Facial Upgrade	\$50
LED Hydrating Facial Upgrade	\$50
LED Rejuvenating Facial Upgrade	\$50
LED Return to Calm CBD Upgrade	\$60
LED Resurge Facial Upgrade	\$50





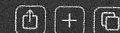
Massage Enhancements

	Add	LED ClarityRx C-Results Antioxidant Facial Upgrade	\$60
Lymphatic Drainage Massage Upgrade	\$10	LED Detox Facial Upgrade	\$50
Restorative Stretch Therapy Upgrade	\$10	LED Hydrating Facial Upgrade	\$50
Shiatsu Massage Upgrade	\$10	LED Rejuvenating Facial Upgrade	\$50
CBD Oil Upgrade	\$30	LED Return to Calm CBD Upgrade	\$60
Contrast Therapy	\$30	LED Rosacea Facial Upgrade	\$50
Gliding Cupping Massage Upgrade	\$30	LED Sensitive Skin Facial Upgrade	\$50
Himalayan Salt Stone Upgrade	\$35	LED Well Being Facial Upgrade	\$50
Hot Stone Massage Upgrade	\$25	NuFACE Brow Lift	\$10
Menthol Soothing Therapy	\$15	Pro Power Eye Peel - Dermalogica	\$50
Targeted Hot Stone Foot Massage	\$10	Rejuvenating Facial - Clarity	\$30
Mini Gliding Cupping Massage	\$15	Return to Calm CBD Upgrade - Clarity	\$40
Mini Himalayan Salt Stone	\$20	Age Reversal Peel - Dermalogica	\$50
Mini Hot Stone	\$15	Brightening Facial - Clarity	\$30
Upgrade 30 Minutes	\$40	Dermalogica Advanced Renewal Peel	\$50
Cranial Sacral Massage Upgrade	\$10	Dermalogica Power Clear Peel	\$50
Deep Tissue Massage Upgrade	\$10	Dermalogica Ultra Bright Peel	\$50
Myofascial Release Massage Upgrade	\$10	Glycolic Peel - Clarity	\$50
Neuromuscular Therapy Massage Upgrade	\$10	Lactic Acid Peel - Clarity	\$50
Oncology Massage Upgrade	\$10	Salicyclic Peel - Clarity	\$50





handandstone.com



Spa | Hand and Stone Massage and Facial Spa | South Elgin, IL 60177

Spa Menu - Hand & Stone Massage and Facial Spa | Relaxing Massages & Rejuvenating Facials Near You



Spa Services

Locations

Memberships

Gift Cards

Careers

Own a Franchise

Book an Appointment



Oncology Massage Upgrade

\$10

\$50

Prenatal Massage Upgrade

\$10

\$30

Reflexology Massage Upgrade

\$10

\$30

Reiki Healing Upgrade

\$10

\$30

Sports Massage Upgrade

\$10

\$30

Trigger Point Massage Upgrade

\$10

\$30

Foot treatment

\$20

\$20

Hand Therapy

\$20

\$20

Mini Cold Stone Face Massage

\$20

\$20

Aromatherapy - Eucalyptus

\$10

\$20

Aromatherapy - Lavender

\$10

\$30

Aromatherapy - Peppermint

\$10

\$20

Aromatherapy Scalp Massage

\$15

\$30

Theragun

\$20

\$10

Salicyclic Peel - Clarity

Seasonal Facial - Clarity

Seasonal Facial - Dermalogica

Well Being Facial - Clarity

Collagen Upgrade - Clarity

Detox Facial - Clarity

Foot treatment

Hand Therapy

Lip and Eye Treatment

Mini Cold Stone Face Massage

Rosacea Facial - Clarity

Rosacea Facial - Dermalogica

Sensitive Skin Facial - Clarity

Aromatherapy - Eucalyptus

Aromatherapy - Lavender

Aromatherapy - Peppermint

Aromatherapy Scalp Massage

Decollete Facial Upgrade Clarity

Image Decollete Facial Upgrade

NuBODY Arms - Clarity

NuBODY Arms - Dermalogica

\$10

\$10

\$10

\$15

\$30

\$30

\$20

\$20





Aromatherapy - Eucalyptus	\$10	Rosacea Facial - Clarity	\$30
Aromatherapy - Lavender	\$10	Rosacea Facial - Dermalogica	\$20
Aromatherapy - Peppermint	\$10	Sensitive Skin Facial - Clarity	\$30
Aromatherapy Scalp Massage	\$15	Aromatherapy - Eucalyptus	\$10
Theragun	\$20	Aromatherapy - Lavender	\$10
		Aromatherapy - Peppermint	\$10
		Aromatherapy Scalp Massage	\$15
		Decollete Facial Upgrade Clarity	\$30
		Image Decollete Facial Upgrade	\$30
		NuBODY Arms - Clarity	\$20
		NuBODY Arms - Dermalogica	\$20
		NuBODY Thighs - Clarity	\$40
		NuBODY Thighs - Dermalogica	\$40
		LED ClarityRx Anti-Gravity Facial	\$80
		LED Dermalogica Clear Start	\$50

