

COMMERCIAL LEASE AGREEMENT

EXHIBIT C

Date of Lease	Term of Lease	Monthly Rent
April 29, 2016	Beginning: May 1, 2016 Ending: Apr. 30, 2021	SEE PARAGRAPH 1

Location of Premises: 2734-40 North Cicero Avenue, Chicago, IL 60639  
 PINs: 13-28-403-038 and 039 (collectively, "Parcel 1")  
 And  
 2767 North Cicero Avenue, Chicago, IL 60639  
 PINs: 13-27-300-001 and 002 (collectively, "Parcel 2")

Purpose:  
 Motor Vehicle sales and services, general offices and ancillary uses, including parking.

Lessee: Car Outlet AC, LLC Address: 2622 N. Cicero Ave. Chicago, IL 60639-1767	Lessor: David Samuels, as Sole Beneficiary with sole power of direction in, to and under Chicago Title Land Trust Co. Tr. Nos. 11410909 as to Parcel 1 and 10-21609-08 as to Parcel 2 1215 Woodbine Avenue Oak Park, IL 60302-1213
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In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term. Lessor and Lessee agree as follows:

1. a. Commencing on May 1, 2016, Lessee shall pay to Lessor as Monthly Base Rent for the demised premises, the sum of \$10,000.00 monthly in advance, plus additional rent as herein provided, and subject to escalation as provided in b., until termination of this Lease by lapse of time or otherwise, at Lessor's address stated above or such other address as Lessor may designate in writing. In the event Lessee does not pay the base rent within the first five days of each month then a late charge shall accrue on the unpaid rent at a rate of \$15.00 per day from the first day of each month until paid.

b. In the Lease Year beginning May 1, 2017 and in each subsequent Lease Year (or portion thereof) during the term of this Lease, monthly installments of rent payable pursuant to paragraph 1 of this Lease (hereinafter called the "Monthly Base Rent") shall be adjusted by an amount equal to 1/12th of the amount by which the product obtained by multiplying the annual Base Rent by a fraction which has as its numerator the 12 month average of the Consumer Price Index (U.S. - all items and commodity groups - Chicago area only) for the Fiscal Year ending

December 31 immediately prior to such Lease Year and has as its denominator the 12-month average of such Consumer Price Index for the Base Year, exceeds the Annual Base Rent. In no event shall the adjustment provided for in this section result in a decrease in the Monthly Base Rent. All such rental adjustments shall be cumulative.

Definitions. "Base Year" shall mean the Calendar Year ending December 31, 2015.

"Lease Year" shall mean the 12-month period beginning on May 1 of each year and ending on the following April 30.

In any Lease Year in which a rental adjustment is required to be made under the provisions of this section, Lessor shall deliver to Lessee, upon request, on or before the first day of such Lease Year (or as soon thereafter as may be possible) a report of the calculation provided in this Rent Adjustment Clause.

Lessee shall pay such adjusted rental in advance on the first day of each month during the next ensuing Lease Year or portion thereof during which this Lease shall continue in effect. In the event the report herein provided for is delayed beyond the first day of such Lease Year, Lessor and Lessee shall adjust any rental payments made prior to the receipt of such report to conform therewith.

c. Subject to the provisions of section 42, this section (including subparagraphs b. and d.) shall continue to be applicable with regard to any extension to the term hereof by Lessee's exercise of its option to renew and extend, or to any other extension or renewal of the term or for any period of time in which Lessee remains in possession of the demised premises after the expiration and termination of this Lease.

d. The Monthly Base Rent determined from time to time as provided herein, shall be a triple net rental and Lessee shall pay in addition thereto all costs of repair, maintenance and alterations, utilities, insurance premiums and real property taxes and other sums by Lessee to be paid as provided in this Lease.

e. Monthly Base Rent shall be payable in equal monthly installments without offset or deduction, except as may be expressly provided in this Lease, on the first day of each calendar month during the Term. If the Term shall commence on a day other than the first day of a calendar month or end on a day other than the last day of a calendar month, Monthly Base Rent shall be prorated on a daily basis based on thirty (30) day calendar month. All installments of Monthly Base Rent shall be made and paid to Lessor at the address provided for Lessor on the first page hereof, as may be changed in accordance with the provisions thereof.

2. Lessee will not allow the Premises to be used for any purpose other than that specified above, and will not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, will not allow the Premises to be occupied in whole, or part, by any other person, will not sublet the same or any part thereof, nor assign this lease without in each case first obtaining the written consent of the Lessor, and Lessee will not permit any transfer by operation of law of the interest in the Premises acquired through this lease, and will not permit the Premises to be used for any unlawful purpose, or any purpose that will injure the reputation



of the building or increase the fire hazard of the building; or disturb the Lessees or the neighborhood. In each instance where Lessor's consent is required hereunder, such consent shall not be unreasonably withheld or delayed.

3. Lessee covenants and agrees to protect and defend and save and keep Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances by Lessee, its agents, contractors, servants, employees, subleases and assignees and invitees, whether occasioned by the neglect of the Lessee, its agents, contractors, servants, employees, subleases and assignees and invitees, or otherwise and Lessee will at all times protect indemnify, and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident other occurrence on or about the Premises, with the exception of those caused by the negligence or intentional wrongful acts of Lessor, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof.

4. Except as provided by Illinois statute, or by Lessor's failure to perform its obligations hereunder, Lessor shall not be liable for damage occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam, or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from act or neglect of any owners or occupants of adjacent or contiguous property.

5. Lessee will allow Lessor free access to the Premises, upon reasonable notice (not less than 24 hours, except in emergency cases) for examining or exhibiting or to make any needful repairs, or alterations thereof which the Lessor may see fit to make and which shall be made without interfering with Lessee's business.

6. If Lessee shall abandon the Premises, or if Lessee's right to occupy the Premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein not cured within any applicable cure period, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit and are commercially reasonable, subject to Illinois statute; and if a sufficient sum shall not thus be realized monthly, after paying the expenses reserved, Lessee agrees to satisfy and pay all deficiency monthly during the remaining period of this lease. Only those expenses incurred by Lessor which are allocable to the remainder of the Term shall be credited against rents received by Lessor.

7. Lessee will, at the end of this Lease by lapse of time or otherwise yield up immediate possession to the Lessor, in broom clean condition and in substantially the same condition and repair existing on the date hereof, ordinary wear and tear accepted and failing so to do, will pay as liquidated damages, for the whole time such possession is withheld a sum equal to 1 ½ the daily amount of rent provided for in this Lease for the period immediately preceding the termination of the lease for each day possession is withheld; and Lessee shall also pay Lessor all reasonable and

provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by Lessor waive any other right or remedy.

14. In case the Premises shall be rendered un-leasable during the term of this Lease by fire or other casualty and the damage can be repaired within 120 days, Lessor shall repair the Premises. If the damage will take more than 120 days to repair, either Lessor or Lessee may terminate this Lease by giving written notice of termination within 30 days after the damage occurs, and if no such notice is given by either party, Lessor will repair the Premises and this Lease will continue in full force and effect. If Lessor is required to repair the Premises, this Lease shall remain in effect except that rental payments shall abate from the date of such fire or casualty until the Premises are again leasable. If this lease is terminated by reason of fire or casualty as herein specified, rent shall be apportioned and paid to the day of such fire or other casualty.

15. This Lease is subordinate to all mortgages which may now or hereafter affect the Premises provided that the holder of any such mortgage shall agree to recognize this Lease and not disturb Lessee's occupancy of the Premises so long as Lessee is not in default beyond any applicable cure period. Within 15 days after request for it, a form of subordination and non-disturbance/attornment agreement in form reasonably acceptable to Lessee shall be obtained by Lessor from any present mortgage holder and shall be executed by such holder and by Lessee and Lessor.

16. The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this Lease; and all the covenants and agreements contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns and may be exercised by his or their attorney or agent.

17. Wherever possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease.

18 Lessee has applied for and received all permits required for Lessee's use of the Premises for the purposes permitted under this Lease and shall maintain the same at all times during the Term.

19. At the request of either party, both parties shall execute a memorandum of Lease, in recordable form reasonably acceptable to both parties, describing the Premises setting forth the term of this Lease and the existence of the option to extend. Either party may record the Memorandum of Lease provided that a copy of the recorded document is provided to the other party.

20. Lessee has inspected the Leased Premises, and, subject to the other provisions of this Lease, including the improvements (defined below), accepts the condition of the Leased Premises



47. This Lease cancels and supersedes all prior written and unwritten Leases, agreements and understandings between the parties pertaining to the matters covered in this Lease. No obligations, agreements or understandings shall be implied from any of the terms and provisions of this Lease, all obligations, agreements and understandings with respect to the subject matter hereof being expressly set forth herein. No representations or statements, other than those expressly set forth herein, were relied upon by the parties in entering into this Lease. No modification or waiver of, addition to, or deletion from the terms of this Lease shall be effective unless reduced to writing signed by Lessee and a representative of Lessor authorized to execute this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as the Date of Lease stated above.

Lessee: CAR OUTLET AC, LLC

By: \_\_\_\_\_

\_\_\_\_\_  
Its Manager

By: \_\_\_\_\_

\_\_\_\_\_  
Its Manager

Lessor:

\_\_\_\_\_  


David Samuels, as Sole Beneficiary  
with sole power of direction in, to  
and under Chicago Title Land Trust  
Co. Tr. Nos. 11410909 and 10-21609-08