

LEASE AGREEMENT

1. **Parties.** This Lease Agreement ("**Lease**") dated this 9th day of May, 2019, is made by and between DAVID SAMUELS, as sole beneficiary with sole power of direction in, to and under Chicago Title Land Trust Nos. 1141090909 and 10-21609-08 ("**Lessor**") and RESNICK ACQUISITION CORP., an Illinois corporation ("**Lessee**").

2. **Premises.** Lessor hereby leases to Lessee and Lessee leases from Lessor for the Term (as hereinafter defined), at the rental rate, and upon all of the conditions set forth herein, that certain real property commonly known as 2734-40 N. Cicero Avenue, Chicago, Illinois 60639 (PINs: 13-28-403-038 and 13-28-403-039) and 4755 W. Diversey Avenue, Chicago, Illinois 60639 (PINs: 13-27-300-001 and 13-27-300-002) and more particularly described on **Exhibit "A"** attached hereto and made a part hereof. Said land and any improvements thereon are herein called the "**Premises**".

3. **Term.**

(a) The initial term of this Lease shall be for two (2) years, commencing as of the date hereof (the "**Commencement Date**") and ending on April 31, 2021 (the "**Expiration Date**"), unless sooner terminated or unless extended pursuant to any provision hereof (the "**Initial Term**"). Provided, however, the Base Rent (as hereinafter defined) and Additional Rent (as hereinafter defined) obligations hereunder shall not commence until May 15, 2019 (the "**Rent Commencement Date**").

(b) This Lease shall be a binding contractual obligation effective upon execution hereof by Lessor and Lessee, notwithstanding any later commencement of the Initial Term. Subject to the terms and provisions of this Lease, Lessee shall have the right and privilege to use and occupy the Premises during the Initial Term, as the same may be extended as provided in this Lease. The Initial Term and the Extension Term(s), if any, are herein collectively called the "**Term**". All references to the "Term" shall be references to the Term as it may be renewed or extended pursuant to Section 0, or terminated prior to the expiration thereof pursuant to the terms of this Lease. For the avoidance of doubt, the Term shall not include any Extension Term(s) unless and until Lessee has exercised its right to extend the Term by giving the Extension Term Notice for such Extension Term.

(c) Lessee shall have the right to extend the then current Term of this Lease for each Extension Term by delivering to Lessor the Extension Term Notice for the applicable Extension Term. If Lessee exercises any of the foregoing rights to extend the Term of this Lease, all terms and conditions of this Lease (other than the option to extend so exercised) shall remain in full force and effect, and the Expiration Date shall be extended to the last day of such Extension Term.

(d) "**Extension Term(s)**" shall mean: Five (5) additional period(s) of two (2) lease years each.

(e) "**Extension Term Notice**" shall mean: Written notice to be delivered to Lessor at least sixty (60) days prior to the then current Expiration Date in the event Lessee elects to lease the Premises for an Extension Term.

4. **Rent.** Lessee shall pay to Lessor as base rent for the Premises, commencing on the Rent Commencement Date through the end of the Initial Term, \$10,560.00 in advance, on the first (1st) day of each month of the Initial Term ("**Base Rent**"). In addition to the Base Rent, Lessee shall pay to Lessor as additional rent for the Premises, commencing on the Rent Commencement Date through the end of the Initial Term, \$2,940.00 in advance, on the first (1st) day of each month of the Term ("**Additional Rent**"). The Additional Rent shall be applied by Lessor towards the real estate taxes due and payable on the Premises, and Lessor further acknowledges and agrees as follows: (i) Lessor shall timely pay any and all real estate taxes against the Premises; and (ii) to the extent that the actual real estate taxes against the Premises are greater than the Additional Rent, Lessor shall be responsible for timely paying any and all such additional real estate taxes owed with respect to the Premises. Base Rent and any Additional Rent for any period during the Term which is for less than one month shall be a pro rata portion of the monthly installment. Base Rent and any Additional Rent shall be payable in lawful money of the United States to Lessor at the address stated herein or to such other persons or at such other places as Lessor may designate in writing. Lessee shall be responsible for paying any and all utilities used by Lessee at the Premises during the Term. The Base Rent and Additional Rent applicable to the Extension Term(s) is indicated on **Exhibit "B"** attached hereto and made a part hereof.

5. **Use.**

5.1 **Use.** The Premises shall be used and occupied for the purposes associated with Lessee's motor vehicle sales and service business, including, but not limited to, vehicular parking, customer parking, storage/parking of new and used vehicles and motor vehicle servicing.

5.2 **Compliance with Law.** Lessor represents and warrants to Lessee that the Premises, does not violate any covenants or restrictions of record, or any applicable building code, zoning laws, regulations or ordinances and that Lessee's use of the Premises as set forth in Section 5.1 above will not violate any such restrictions. Notwithstanding anything to the contrary contained herein, Lessee shall have the right to terminate this Lease upon thirty (30) days written notice to Lessor in the event of any of the following: (i) Lessee's use of the Premises is prohibited, revoked or restricted in any manner whatsoever by any applicable governmental or quasi-governmental agency and/or if any such applicable governmental or quasi-governmental agency requires Lessee (or any other applicable party) to obtain any type of zoning modification, variance, license and/or to make any material improvements or modifications to the Premises in order to continue Lessee's use of the Premises; (ii) Lessee's use of the Premises is prohibited, revoked or restricted in any manner whatsoever by Toyota Motor Corporation; (iii) any environmental issues with respect to the Premises (not caused by Lessee after the Commencement Date) result in Lessee's desire to so terminate this Lease; or (iv) if any of the utilities services to the Premises necessary, in Lessee's sole and absolute discretion, in order to continue Lessee's use of the Premises are interrupted, revoked or restricted in any manner whatsoever.

5.3 Condition of Premises. Lessor shall deliver the Premises to Lessee clean and free of debris on the Commencement Date.

6. Maintenance, Repairs, Surrender, Signage and Alterations.

6.1 Lessor's Obligations. Lessor shall perform all maintenance and repair of the concrete floors and slab, parking surface, roof, footings, foundation, exterior walls and structural components of the Premises, the parking lot and related improvements constituting any portion of the Premises, and all utility lines (including, without limitation, the storm water and sanitary sewer lines and facilities) serving the Premises. Lessor guarantees to Lessee that the building systems serving the Premises (including without limitation the HVAC system, electrical system, plumbing system, mechanical system, fire safety, and all equipment relating thereto) will be in good working order and in good condition and repair as of the Commencement Date. Notwithstanding anything herein to the contrary, Lessor shall be responsible for making and paying for any and all necessary replacements and/or capital improvements with respect to the Premises, and under no circumstances shall Lessee be responsible for making and/or paying for any improvements to the Premises that shall commonly considered replacements and/or capital improvements pursuant to reasonable commercial real estate accounting practices. Notwithstanding anything herein to the contrary, Lessor and Lessee acknowledge and agree as follows regarding the electric service with respect to the portion of the Premises located at 4755 West Diversey Avenue: (i) as of the Commencement Date 4755 West Diversey Avenue does not have a separate dedicated electric service, but rather Lessor has obtained permission from the owner of the real property located immediately to the south of 4755 West Diversey Avenue (the "**South Property**") to use the existing overhead electric service lines which run from the South Property to 4755 West Diversey to provide electric service to 4755 West Diversey Avenue via the South Property, provided, however, the electric bill for both the South Property and 4755 West Diversey Avenue is contained in one electric bill; (ii) Lessee agrees to pay, during the Term, the electric service bill for both 4755 West Diversey and the South Property, provided that, the South Property remains vacant; (iii) if at some point during the Term, the South Property becomes occupied and/or is otherwise no longer vacant, then from that point forward during the Term, Lessee shall not be responsible for paying for electric service used with respect to the South Property, and in the absence of a submeter (or similar device) designating separate electric bills for each of 4755 West Diversey Avenue and the South Property, Lessee shall be responsible, from that point forward during the Term, only for Lessee's proportionate share based on square footage (the square footage of 4755 West Diversey Avenue over the entire square footage of 4755 West Diversey Avenue and the South Property) of the monthly electric service bill for usage at 4755 West Diversey Avenue and the South Property; and (iv) in the event that the owner of the South Property, the electric company and/or a governmental agency revokes or otherwise restricts the electric service available to 4755 West Diversey Avenue via the South Property, then Lessor shall hire an electrical contractor to establish separate dedicated electric service directly to 4755 West Diversey Avenue and the cost thereof shall be divided equally between Lessor and Lessee; provided, however, if Lessee, in Lessee's reasonable determination, deems the costs associated with such electric work to be excessive, then Lessee shall have the right to terminate this Lease by providing written notice thereof to Lessor within thirty (30) days after Lessee's receipt of the written cost estimate for such electric work.

[Signature Page to Lease Agreement]

LESSOR AND LESSEE (AND EACH ONE'S COUNSEL) HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the date first above written.

LESSOR:

By: _____

Name: David Samuels

Title: Sole Beneficiary with Sole Power of Direction in, to and under Chicago Title Land Trusts 11410909 and 10-21609-08

LESSEE:

RESNICK ACQUISITION CORP.
an Illinois corporation

By: Robert E. Neiman
Name: ~~Phillip Resnick~~ Robert E. Neiman

Title: Authorized Signatory