## IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT SANGAMON COUNTY, ILLINOIS

Sarjit Kaur Gill,	
Plaintiff,	
<b>v</b> .	2018LM001304
Adam Lopez (And any 'unknown occupants"	Address: 7010 Kings Mill Court, Springfield
pursuant to 735 ILCS 5/9-107.5), Adam Lopez,	Claim: Possession, plus additional relief as prayed for, plus court costs and attorneys' fees.
Defendant.	가겠장 ): 12 - [ - 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.

## VERIFIED COMPLAINT IN EVICTION

The Plaintiff, Sarjit Kaur Gill ("Plaintiff"), by her attorneys, Sgro, Hanrahan, Durr, Rabin & Bruce, LLP, and in support of her Complaint in Eviction against Adam Lopez (and any "unknown occupants") ("Defendant"):

## COUNT I (Action for Possession)

- The Plaintiff is owner in fee simple of the commercial rental real property commonly known as 7010 Kings Mill Court, Springfield, Sangamon County, Illinois ("Premises").
- 2. The written lease agreement ("Lease") upon which the debt was created was signed in Sangamon County, Illinois and the transactions, or parts thereof, out of which this cause of action arose, occurred in Sangamon County, Illinois.
- On or about September 1, 2014, Defendant, as lessee, and the Plaintiff, as lessor, entered into the Lease for the Premises. A copy of the Lease is attached as Plaintiff's "Exhibit A".
- 4. Defendant took possession of the Premises pursuant to the Lease and upon information is not in possession or use of the Premises as of the date of this Complaint.
  - At all times hereto, the Plaintiff owned and, though her agents, controlled the Premises.
- 6. On September 20, 2018, the Plaintiff, through her agent and pursuant to the terms of the Lease, served Defendant a five day notice ("Notice") for past due rent in the amount of \$4,505.00. A copy of the Notice is attached as Plaintiff's "Exhibit B".
- 7. As of the filing of the Complaint, and beyond the days given in the Notice, the Plaintiff did not receive the full or any amount of the rent demanded in the Notice and as a result, Defendant now unlawfully withholds possession of the Premises pursuant to 735 ILCS 5/9-209.
- 8. The Lease provides for lessor's attorneys' fees from the lessee in the event of a default by the lessee's obligations and covenants under the Lease.

9. The Plaintiff, as lessor, has incurred costs and attorneys' fees as a result of the default of Defendant, as lessee, in his rent payment obligations under the Lease.

WHEREFORE, Plaintiff prays that this Honorable Court enter judgment for the Plaintiff as follows:

- A. That the Court enters an order to vacate, returning possession of the Premises to the Plaintiff.
  - B. That the Court awards Plaintiff her court costs and reasonable attorneys' fees.
  - C. That this Court awards Plaintiff any other relief as may be just and proper.

#### **COUNT II**

(Action as to Defendant for current past due rent)

- 1-9. Plaintiff re-alleges Paragraphs 1 through 9 of Count I of this Complaint as and for Paragraphs 1 through 9 of this Count II.
- 10. By the time a hearing is heard on the matters set forth in this Complaint, the Plaintiff's total monetary rent claim as of September, 2018 is \$4,505.00.

WHEREFORE, Plaintiff prays that this Honorable Court enter judgment for the Plaintiff as follows:

- A. That the Court enter judgment in favor of the Plaintiff and against the Defendant in the amount of \$4,505.00 for past due rent as of September, 2018.
  - B. That the Court awards Plaintiff her court costs and reasonable attorneys' fees.
  - C. That this Court awards Plaintiff any other relief as may be just and proper.

#### COUNTIL

(Action against Defendant for Future Rent and Costs of Re-Rental)

- 1-9. Plaintiff re-alleges Paragraphs 1 through 9 of Count I of this Complaint as and for Paragraphs 1 through 9 of this Count III.
- 10. Plaintiff re-alleges Paragraph 10 of Count II of this Complaint as and for Paragraph 10 of this Count III.
- 11. The primary term of the Lease is for five (5) years, from September 1, 2018 to August 31, 2019.
  - 12. Section 18 of the Lease is as follows (emphasis added):

If Lessee shall: A Violate the covenant to pay rent and/or any other monetary charge within five (5) days after the time such rent and/or monetary charge is due and payable to Lessor; B. Violate any other covenant made by it in this Lease and shall fail to comply or begin and diligently persecute compliance within ten (10) days after being sent written notice of such violation by Lessor; or C. File or have filed against it in any bankruptcy or other creditors action; then, in any of such events, it shall be optional for Lessor to enter the Leased Premises and do such things as may be permitted hereunder in the manner set out herein and Lessor shall have no liability to Lessee for any loss or damages resulting in any way from such action by Lessor. Lessee agrees to pay promptly upon demand any expense incurred by Lessor in taking such action, and it shall be optional for Lessor to declare this Lease forfeited and the term ended, and to regain possession of the Leased Premises, but notivithstanding such reserve by Lessor, the liability of Lessee for all cents provided for herein shall not be relinquished or extinguished for the halance of the term of this Lease. Lessee will pay in addition to the rents and other sums agreed to be paid hereinder, such additional sums as the court may adjudicate including court costs, service of process costs and reasonable attorneyed fees in any suit or action instituted by Lessor to enforce the provisions of this Lease, or the collection of the rents due Lessor hereunder. Lessee shall also be liable to Lessor for the payment of interest at nine percent (9%) per annum on all rents and other sums due Lessor hereunder not paid within teo (10) days from the date the

same became due and payable, such interest to accrue from the date such payment is due and payable. Notwithstanding such re-entry and termination, lessee shall pay an amount of money equal to the total rent which but for termination would have become payable during the remainder of the term, together with interest thereon computed as above, less the amount of rent, if any, which Lessor may receive during such period from others to whom the Leased Premises may be remed on such terms and conditions and such rents as Lessor, in its sole discretion, shall deem proper.

13. Plaintiff, as lessor, is seeking to retake possession of the Premises in Count I of this Complaint by reason of Defendant by reason of lessee's default in rent payments to Plaintiff.

WHEREFORE, Plaintiff prays that this Honorable Court enter judgment for the Plaintiff as follows:

- A. That the Court enters a finding in favor of the Plaintiff and against the Defendant for the amount of rent remaining due on the Lease after September, 2018, less a credit in favor of Defendant for the amount of rent so received by reason of Plaintiff's commercially reasonable re-letting of the Premises pursuant to 735 ILCS 5/9-213.1, plus all reasonable expenses incurred therewith.
  - B. That the Court continue this case for prove up as to said damages.
  - C. That the Court award Plaintiff court costs and reasonable attorneys' fees.
  - D. That this Court award Plaintiff any other relief as may be just and proper.

Respectfully submitted, Sarjit Kaur Gill, Plaintiff,

Ву:	/s/ Michael M. Durr		
	One of her attorneys	***************************************	-

Michael M. Durr (Reg. No 06210512)
Sgro, Hanrahan, Durr, Rabin & Bruce, LLP
Attorneys for Plaintiff
1119 South Sixth Street
Springfield, Illinois 62703
Telephone: (217) 525-3528

## VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that he is the duly authorized agent for the Plaintiff in the above Complaint, that he has and correct, except as to matters therein stated to be on information and belief and, as to such matters, the undersigned certifies as aforesaid that he verily believes the same to be true.

By:		
·	/s/ Kirk Jefferis	
	Agent for Plaintiff	
	O to i lain(III)	

WINIMERCIAL LEASE AGREEMENT			
ection 1: General Information			
A. Lessor Name:	Sarjit Kaur	Gill, successors and/or assi	GNS .
B. Lessor Address:			O South 6th Street, Springfield, Illinois 62703
C. Lessee Name:	Adam Lope		
D. Property:		Plaza ('Shopping Center', o	or 'Building')
E. Leased Premises Address:	7010 Kings		· potential)
F. Leased Premises Dimensions:	1.200		nd as may be shown in striped marking on 'Addendum A'
G. Primary Lease Term Length	Five (5)	years months	
H. Primary Term Commencement Date:	September		S [ ] Other (obscribe).
I. Rent Commencement Date:	September		
J. Monthly Base Rent Payment		on 1st day of each month	
Year 1: Sept 1, 2014 – August 31, 2015	\$1,200.00		
Year 2: Sept 1, 2015 - August 31, 2016	\$1,250.00		
Year 3: Sept 1, 2016 – August 31, 2017			
	\$1,300.00		
Year 4: Sept 1, 2017 - August 31, 2018	\$1,350.00		
Year 5: Sept 1, 2018 – August 31, 2019	\$1,400.00		- FA (T) - FA (A) (A) (A)
K. Option Term Number and Length:	Five (5)	options, each for one	years months Other (describe):
Year 6: Sept 1, 2019 - August 31, 2020	\$1,450.00		Control of the Contro
Year 7: Sept 1, 2020 - August 31, 2021	\$1,500.00		
Year 8: Sept 1, 2021 - August 31, 2022	\$1,550.00		ALE SELECT CONTROL CON
Year 9: Sept 1, 2022 - August 31, 2023	\$1,600.00		
Year 10:Sept 1, 2023 - August 31, 2024	\$1,650.00		
L. Initial Common Area Maintenance Charge:	\$1amou	I int) per month to be paid with	(and in addition to) the Monthly Base Rent Payment
M. Initial Real Estate Tax Charge;	\$\text{\square} \ \text{\square} \ \ \ \ \text{\square} \ \te		
N. Permitted Uses:	General office	œ	William April 18 CA CO STANIA
O. Security Deposit:	\$1,200 to be	e paid upon execution of leas-	a 1916 - 1918   N. B. B.   1916   1916   1916   1916   1916   1916   1916   1916   1916   1916   1916   1916
P. Guarantors' Name(s) and Addresses:	Adam Lope:	z. 7010 Kings Mill Court, Spri	ngfield, Illinois 62711
Q. Amount of Accommodation Work/Build-Out by Lessor	Build-out as	specified on attached drawin	g, to be completed and paid for by Lessor
R. Other Terms  (In the event of any direct conflict between the terms set forth in this Section 1(R), with any other provision of this Lease, the terms of this Section 1(R) shall control)	*Sarjit Kaur ( 2)	Gill.	r monetary payments due under this Lease to the order of
("Leased Premises") described in Section 1(E) above, togethe crivileges thereto belonging. By taking possession of the Lease existing as of the date of this Lease Agreement, to be improved warranties regarding the condition of the Leased Premises except B. No rights or remedies shall accrue to Lessee arising out	er with the Imped Premises, to as referred to out as may be so to of the failure.	provements constructed ther the Lessee agrees that Less In Section 1.Q. above, prior et forth in this Lease Agreeme e of Lessor to Lease any oth	see accepts the Leased Premises "as is" and in the condition to possession by Lessee. Lessor makes no representations cent.  er parts of the Building or from any changes in occupancy by
Lesses in the Building. It is understood that "Addendum $\Lambda$ " is greenent on the part of Lessor that the Building layout will be expressed in the Building.	exactly as may	wheelphA* on beloided w	ng but shall not be deemed as a warranty, representation of A* and Lessor specifically reserves the right from time to time or common areas of the Building as Lessor may deem proper
or (2) to change or modily any means of ingress or egress.			
or (2) to change or modily any means of ingress or egress.  Bection 3: The Primary Lease Term	ny Lanca To-	of the Long Assessment	t shall be for the number of years set for in Section 1(G).
or (2) to change or modily any means of ingress or egress.  Section 3; The Primary Lease Term  A. Primary Lease Term. The primary lease term ('Primary terms on the date set forth in Section 1(H).			
A: (2) to change or modify any means of Ingress or egress.  Bection 3; The Primary Lease Term  A: Primary Lease Term. The primary lease term ('Primary tense term ('Primary tense) and the date set forth in Section 1(H).  Because Lease of the date set forth in the event Lease fails or renewal thereof without exercise of any option term, Leasee's or	lo vacate the t	Leased Premises upon the na	atural expiration of this Lease Agreement or any optional term o-month term or shall terminate pursuant to 735 tLCS 5/9-213.
or (2) to change or modify any means of ingress or egress.  Section 3; The Primary Lease Term  A. <u>Primary Lease Term</u> . The primary lease term ('Primaromerancing on the date set forth in Section 1(H).	lo vacate the t		t shall be for the number of years set for in Section 1(G).  atural expiration of this Lease Agreement or any optional term or shall terminate pursuant to 735 ILCS 5/9-213.

xelion; in the event that Lease Agreement shall continue on a month-to-month term all other terms of the Lease Agreement shall remain in full force and ct. In the event that the Lessee wilfully holds over the Premises after the expiration of the Primary Lease Term or any renewal or extension thereof, the Lessee shall for the time the Lessor is so kept out of possession, pay as additional rent an addition 15% of their current rent rate or the amount provide for under 735 ILCS 5/9-202,

#### Section 4: Rent

- Base Rent Payment. The minimum monthly base rent ("Base Rent Payment") due for the Leased Premises for the Primary Lease Term and Option Term shall be payable commencing on the Rent Commencement Date set forth in Section 1(I) above and shall be due without demand on or before the first (1\*1) day of each and every month in the monthly amounts set forth in Section 1(J), above. Unless otherwise notified in writing by Lessor, Lessee shall remit all rent and other sums due under the Lease to Lessor at the Lessor's Address set forth in Section 1(B), above, in the event a Base Rent Payment is initially due during a partial month, the amount of the rent installment payment for that initial partial month shall be prorated to the first (1\*) day of the next full month following said partial month.
- Rental Taxes. It is the intention of the parties that if at any time during the Primary Lease Term, under the laws of the United States of America, State of Illinois, or a political subdivision thereof (e.g., the County of Sangamon or the City of Springfield), a tax or excise on rents, or other tax, however described, is levied or assessed by said State or a political subdivision thereof against the Lessor or on the basic annual rent or additional rent, as a substitute in whole or in part for taxes assessed or imposed by said State or any political subdivision thereof on land, the Lessee covenants to pay such tax or excise on rents, or other tax as additional rent payable with the
- Late Charge. If any installment of rent or any other sum due from Lessee as set forth above is not received by Lessor within five (5) days after such amount shall be due, then, without any requirement of notice to Lessee, Lessee shall pay as additional rent to Lessor a late charge of ten percent (10%) until the overdue rent is paid. In addition, any amount due from Lessee to Lessor hereunder which is not paid when due shall as additional rent bear interest at the rate of one and one-half percent (1.5%) per month from the due date until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by

## Section 5: Security Deposit

Lesses will pay for a security deposit the amount set forth in Section 1(O), above, to be held by Lessor without interest as security for the performance by Lessee of Lessee's covenants and obligations under this Lease, it being expressly understood that the deposit may be commingled with Lessor's other funds and is not, in Lessor's sole discretion, an advance payment of rentation a measure of Lesson's damages in case of default by Lessee, Lesson shall have the right, but not the obligation, to apply the security deposit in whole or in part as payment of such amounts as are reasonably necessary to remedy Lessee's arrearage in past due rent and/or for property damage and/or utilities or other charges assessed to the Leased Premise as a result of Lessee and/or for any other failure of Lessee's performance of the covenants or agreements contained in this Lease, at Lessor's option, in Lessor's sole discretion. Upon the occurrence of any event of default by Lessee, Lessor may, from time-to-time, without prejudice to any other remedy provided herein or provided by law, use such fund to the extent necessary to make good any arrears of rent and any other damage, injury, expense or liability caused by Lessor by such event or default, and Lessee shall pay to Lessor on demand the amount so applied in order to restore the security deposit to its criginal amount. The Lessee's liability shall not be limited to the amount of the security deposit if such liability exceeds the amount of the security deposit. When the Lease expires or terminates for any reason, and after full payment of all amounts due and owing are paid by the Lessee, including performance of all Lessee's covenants and agreements (including return of the Leased Premises to the Lessor as outlined in this Lease), the security deposit or any portion thereof remaining unapplied shall be returned to Lessee, at Lessor's sole discretion as provided by law. In the event of any sale, lease, or other transfer of the Leased Premises, Lessor may transfer or assign said security deposit to Lessor's grantee, lessee, or assignee. Grantee, lessee or assignee, in writing, will undertake and assume all of Lessor's obligations hereunder, and Lessee agrees to look to such grantee, lessee or assignee solely for the return of the security deposit.

## Section 6: Possession/Use of Leased Premises

- Lessee's Possession: Lessee agrees that no representations, warranties, (expressed or implied) or covenants with respect to the condition, maintenance or improvements or the Lessed Premises or other areas have been made to the Lessee except those contained in this Lease Agreement or otherwise in writing signed by Lessor. The Lessee acknowledges that: 1) the Lessee has inspected the Leased Premises prior to taking possession of the Leased Premises and is satisfied with the physical condition thereof; 2) the Lessee has found no evidence of mold and other conditions or environmental hazards that may pose any hazard to the Lessee's property or a fisk to the Lessee's health or safety; 3) the Lessee acknowledges that the Lessor has no obligation or duty to Lessee or Lessee's employees, guests, invitees or visitors to protect against exposure to mold or other naturally occurring environmental phenomena; 4) the Lessee acknowledges the fact that mold and mildew is present whites to protect against exposure to mode or other naturally occurring environmental, and the Lessee acknowledges the fact more and matter a process almost everywhere in indoor and outdoor environments. (NYCDOH, January, 2002) and that mold growth requires moisture, appropriate temperature and PH level and a supposition of the companies. amost everywhere in mood and outdoor environments, the open, variously, 2002) and that more grown requires moisture, appropriate temperature and that controlling indoor moisture is the best way to prevent mold growth; 5) the Lessee shall be solely responsible to take reasonable measures to control the growth of mold within the Leased Premises during the term of this Lease Agreement, including but not limited to the controlling indoor moisture levels and maintaining sanitary janitorial measures; 6) the Lessee shall have the duty to periodically inspect the Leased Premises for any evidence of water intrusion, leaks, or most conditions and the Lessee agrees to promptly report any water influsions, leaks, mold and other conditions that pose a hazard to the property or a risk to the Lessee's
  - Specific Use: The Leased Premises shall be used as a business solely for the permitted uses(s) ("Permitted Uses(s)") set forth in Section 1(N), above, if at any Uses(s), above, the Lessor shall then have the right to immediately terminate the Lease Agreement at its sole discretion.

  - The Lessee shall maintain the Lessed Premises in a clean, sanitary and safe condition. 1)
  - (2) The Lessee shall dispose all debris, garbage and other waste in a clean r

1	site dispose all deons, garba	ge and other waste in a clean and sanitery manner from the Leased Premises;	
1	Commercial Lease Agreement		
	Lessee's Initials:	Exhibit	
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- The Lessee shall properly use and operate all electrical, gas, plumbing and other fixtures;
- 4) The Lessee shall keep out of the Leased Premises materials which would cause or could cause a fire hazard or safety hazard and comply with reasonable requirements of Lessor's fire insurance carrier;
- The Lessee shall not destroy, deface, damage, impair, nor remove any part of the Leased Premises or anything associated with the Leased Premises, including, but not limited to, fixtures, or otherwise cause or allow any waste or damage to be done to the Leased Premises.
- 6) Lessee shall not conduct any auction, fire, going out of business or bankruptcy sales, nor do any act to injure the reputation of the Building without the written permission of the Lessor.
- 7) Lessee shall not allow the Leased Premises to become a public or private nuisance and Lessee shall not allow in the Leased Premises any nuisance, noise, odor, waste, or refuse or anything which may disturb the quiet enjoyment of any other lessee in the Shopping Center or any adjoining real estate.
- 8) The sidewalks, entrances, passages, or courts shall not be obstructed or encumbered by Lessee or used for any purpose other than ingress and egress to and from the Premises.
- 9) No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Lessee, nor shall any changes be made in existing locks or the mechanism thereof without the written permission of the Lessor, said consent not to be unreasonably withheld. Lessor may retain a pass key to the Leased Premises and must be allowed admittance thereto at all reasonable times to enable its representative to examine the said Premises.
- 10) No devices shall be used in a manner so as to be heard or seen outside of the Leased Premises without the prior written consent of Lessor.
- No Lessee, nor any of the Lessee's servants, employees, agents, visitors, or licensees shall at any time bring or keep upon the Premises any flammable, combustible, or explosive fluid, chemical, or substance.
- 12) No aerial (including but not limited to satellite dishes) shall be erected on the roof or exterior walls of the Leased Premises, or on the Building, without in each instance, the written consent of Lessor. Any aerial so installed without such written consent shall be subject to removal at Lessee's expense without notice at any time.
- 13) Lessee shall use and maintain the Leased Premises in accordance with all applicable state, City, and county health, building, fire, safety, sanitation and all other applicable statute, rule, regulation or ordinance during the term of this Lease and Lessee shall not engage in any conduct that shall be in violation of or put the Leased Premises in violation of any City, County, State or Federal law, statute, rule, regulation or ordinance, including but not limited to, those pertaining to health.
- D. <u>Miscellaneous:</u> Lessee agrees to follow and observe the foregoing rules set forth in Section 5(C), above as well as any future reasonable rules by Lessor for the necessary, proper and orderly care of the Building and Leased Premises. All rules changes will be provided in writing by the Lessor.

## Section 7: Alterations, Signs, Decorating, Repair, Painting and Mechanics Liens

- A. Allerations. Lessee shall not make any alterations, changes, additions or make any replacements to the Leased Premises or any part of the Shopping Center without Lessor's written consent to do so that exceed \$2,500.00, said consent not to be unreasonably withheld by Lessor. All alterations and improvements approved by manner, keeping with all building codes and regulations and in a manner that in no way harms the structure of the Leased Premises. Lessee shall, at its sole expense, improvements, trade fixtures, and interior partitions as may have been installed by Lessee, if requested to do so by Lessor. Lessor shall have the option, within objective reason, of directing the manner in which any improvements, partitions, fixtures or equipment, are installed or removed to determine compliance with building, fire, health, and repair, reasonable wear and tear excepted. The terms of this provision shelf supplement and be in addition to any addendum of this Lease Agreement regarding the Leased Premises.
- B. <u>Sions.</u> Lessor shall have absolute control over signage throughout the lease term and Lessee shall not install any exterior or outside-facing signs, make any decoration or use point within the interior or outside the exterior of the Shopping Center or the Leased Premises without first obtaining the Lessor's permission to do so, serior to be unreasonably withheld by Lessor but any installation and setup shall be made pursuant to Lessor's policies or other requirements as promulgated by Lessor from time-to-time.
- C. <u>Foxtures</u>. All improvements, alterations, partitions or additions, except movable trade fixtures, made by either party, whether pursuant to the provisions of this Section or any addendum to this Lease Agreement, shall become the property of Lessor upon the termination of the Primary Lease Term, unless Lessor shall elect otherwise. Such election shall be made by Lessor giving notice to the Lessée not less than thirty (30) days prior to the expiration or other termination of this Lease Agreement. In the event Lessor shall elect otherwise, then such improvements, alterations, partitions, or additions made by either party shall be removed by Lessee, at its cost and expense, and Lessee shall restore the Leased Premises to its original condition at Lessee's own cost and expense, prior to the expiration of the applicable term.
- D. <u>Liens.</u> The Lessor shall not be liable for any labor or materials furnished or to be furnished to the Lessee upon credit, and no mechanics or other lien for any such labor or materials shall attach to or effect the reversion or other estate or interest of the Lessor in and to the Lessed Premises. Whenever any mechanics lien shall have been filed against the Lessed Premises based upon any act or interest of the Lessee or of anyone claiming through the Lessee, or if any security agreement shall have been filed for or affecting materials, machinery, or fixtures used in the construction, repair, or operation thereof or annexed thereto by the Lessee, in addition to constituting a material violation of this Lease Agreement, the Lessee shall immediately take such action by the lessee, or number as will remove the lien or security

a material violation of this Lease Agreement, the	E Lessee shall immediately take such action by bonding, deposit, waiver, or payn	nent as will remove the lien or secu
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Lessee's Initials:	CATION Construction Construction	Page 3 of 12
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agreement. If the Lessee has not removed the lien or security agreement within thirty (30) days after notice from the Lessor, the Lessor may pay the amount of such mechanics lien or security agreement or discharge the same by deposit, and the amount so paid or deposited, with interest thereon at nine percent (9%) per annum, shall be deemed additional rent reserved under this Lease, and shall be payable forthwith and otherwise proceed to exercise Lessor's rights resulting from Lessee's default.

#### E. Lessee's Work.

All work, other than that to be performed by Lessor may be set forth in a document labeled "Addendum B" and attached to this Lease, is to be done by Lessee, at Lessee's expense and in accordance with the outline description set forth in the schedule entitled Lessee's Work as may be set forth in a document labeled "Addendum B" and attached to this Lease. Lessee agrees to submit to Lessor for Lessor's approval complete plans and specifications including engineered mechanical and electrical work covering Lessee's work as described in "Addendum B" in such detail as Lessor may require and in compliance with "Addendum B", and all applicable statutes, ordinances, regulations and codes, certified by both a licensed registered architect and a licensed registered professional engineer. The Lessor must approve said plans and specifications in a signed writing before Lessee may commence such work. For all work requiring a building permit ("Permit") from the City of Springfield, it is the obligation of Lessee to make sure such Permit is obtained and that the Improvements work is performed by licensed contractors as required by the City of Springfield.

#### Section 8: Utilities

Lessee shall be solely responsible for obtaining, maintaining at all times during the Lease, and paying in full all charges for heat, gas, electric, sewer, telephone and/or any other utility used or consumed regarding the Lessee's use of the Leased Premises and all taxes and other charges levied thereon and shall provide Lessor with proof that said utilities are in Lessee's name upon Lessor's reasonable request.

#### Section 9: Repairs-Maintenance

- A. As to Lessor: Lessor shall be responsible for the exterior structural maintenance, repair and replacement of the Building, exterior roof, and exterior utility lines, gutters, down spouts and walls, Lessor agrees to keep in good order the common area including the parking area (including snow removal). HVAC systems, water systems, exterior sewer systems, and sprinkler systems if any (but not any interior fixtures pertaining to such systems) without additional rent or assessment to Lessee other than set forth. For the sake of clarity, any furnace and/or blower unit within the interior of the Leased Premises is a part of the HVAC systems and as such, the Lessor shall maintain said turnace unit and blower.
- B. As to Lessee: Lessee shall perform and be responsible for keeping in good order, at its sole cost and expense, all interior repairs and maintenance to the Leased Premises, including but not limited to; all show window moldings, front and rear doors, store fixtures, equipment and appurtenances thereof, floor and floor coverings, lighting (including light bulbs and filaments), healing, air conditioning and plumbing systems (for the sake of clarity, the furnace/blower unit if located within the interior of the Leased Premises, as described in Paragraph 8(A) above, shall be maintained by the Lessor, however), exterior plate glass, faucets, toilets, basins, traps, grease traps, ventilators, light switches, electrical outlets and interior sewer connections. Lessor give to Lessee exclusive possession of the Leased Premises and lessor shall be under no obligation to inspect said Leased Premises, provided, however, that Lessor may, from time-to-time, at reasonable intervals, and at reasonable times of the day, make such inspections as Lessor shall in its sole discretion seem desirable. Lessee shall at once report in writing to Lessor any defective condition known to Lessee which Lessor is required to repair, and failure to so report such defects shall make Lessee responsible to Lessor for any liability incurred by Lessor by reason of such defect.
- C. As to Lessee: Lessor shall be under no obligation to inspect said Leased Premises, provided, however, that Lessor may, from time-to-time, at reasonable intervals, and at reasonable times of the day, make such inspections as Lessor shall in its sole discretion seem desirable. Lessee shall be liable for any injury or damage to the persons and properly occupying the property adjoining the Leased Premises and any part of the Building of which the Leased Premises is a part, as the result of any negligent or intentional act or omission of Lessee, regarding Lessee's duty of maintenance, repair and replacement. If Lessee refuses or neglects to make maintenance, repairs or replacements as required by Section 9(B) to the reasonable satisfaction of Lessor as soon as reasonably possible after written demand by Lessor, Lessor may make such maintenance, repairs or replacements without liability to Lessee for any loss or damage that may accrue to Lessee's inventory, merchandise, improvements, alterations, partitions, fixtures, or other property, or to Lessee's business by reasons thereof, and upon completion thereof, Lessee shall pay Lessor's costs for making such maintenance, repairs or replacements, inclusive of, but not limited to labor, materials, insurance, supervision, building permits, plus 15% of all costs of overhead upon presentation of bill from Lessor to Lessee, as additional rent payable with the next rent payment due under this Lease. Said bill shall bear interest at 9% per annum on said cost accruing from the day following completion of repairs by Lessor.

#### Section 10: Common Areas

- A. Access in addition to the Leased Premises, Lessee and its agents, employees, successors, assigns, licensees, invitees, sub-lessees, concessionaires, customers, suppliers and patrons shall have the non-exclusive right in common with others entitled thereto to use and enjoy throughout the term of this Lease, the common areas of the Shopping Center (the "Common Areas"). The Common Areas shall include all such areas, Improvements, space, equipment and special services in, at or adjacent to the Building as determined by Lessor from time to time to be devoted to the general benefit of all of the lessees of the Building and their employees, customers and other invitees, including, without limitation, all parking areas, driveways, entrances, exits, roadways, landscaped areas, lighting facilities, curbs, truck routes, loading docks, retaining walls, exterior of outside wells of the Building, roofs, canopies, soffits and downspouts of the Building, pedestrian malls, hallways, stairs, ramps, water and sewage and storm water systems, accommodation areas (e.g., sidewalks, grass plots, ornamental planting, entry monuments and signs), directional signals and the like.
- 8. Adiacent Sidewalks: Lessee shall keep the walks immediately adjacent to the Leased Premises reasonably clean and free of ice, show and refuse. Lessee may not use salt or other chemicals damaging to the walk surfaces in keeping walks clean and free of ice and show. Lessee shall use only calcium chloride or other chemicals or methods approved by Lessor in writing. In the event the walk surface becomes damaged due to improper or unauthorized use of chemicals, salt or equipment by Lessee, Lessee shall, at Lessee's sole cost and expense, repair or replace the walk surface.
- C. Parking Areas: Lessor may from time to time designate appropriate portions of the parking area as areas for the parking of motor vehicles of employees, agents and concessionaires of lessoes and occupants of the Building. Lessee shall comply with such designations and shall require its employees, agents and concessionaires to comply with such designations made by Lessor from time to time. In order to restrict the use by Lessee's employees of parking areas designated or which may be designated by Lessor as customer parking areas, Lessee shall promptly, upon request, furnish Lessor with the license plate numbers of Lessee's vehicles and Lessee's

and a control of money and a control of money areas and a	prompay, about request, turnish Lessor with the license plate numbers	Of Cessees (Cincins
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employées' vehicles. Lessee authorizes Lessor to have towed, at Lessee's expense, those cars that fail to comply with such parking designations. Lessor will use its best efforts to require the employees, agents and concessionaires of other lessees and occupants of the Shopping Center to comply with such parking designations.

- Control: The Common Areas shall be subject to the exclusive control and management of Lessor, and Lessor shall have the right to establish and modify, change and enforce rules and regulations with respect to the Common Areas, and Lessee agrees to abide by and conform with such rules and regulations. Lesser shall have the right to close any part of the Common Areas for such times as may, in Lessor's opinion, be necessary to prevent a dedication thereof or the accrual of any rights of any persons, but any such closing or restriction shall be for limited times only and in the manner that will not unduly interfere with Lessee's use, enjoyment and occupancy of the Leased Premises during normal business hours. Lessor may, from time to time, close off any part of the parking areas for such time as Lessor deems necessary for the benefit of all of the lessees in the Building or in the event of any emergency or any unusual conditions, and Lessor's reasonable determination of the need there for shall be conclusive and binding on all persons whomsoever.
- Special Events: Lessor reserves the right to stage special events at any place upon the Common Areas or parking area at any time during the Primary Lesse Term or any renewal or extension of said lease term, provided, however, that any special promotion staged by Lessor shall be designed to increase the traffic and patron flow

#### Section 11: Lessee Indemnity

Lessee shall be liable for any injury or damage to the persons and property use or otherwise occupying the Leased Premises or any other part of the Shopping Center as the result of any negligent or intentional act or omission of Lessee, its agents and employees resulting in death, personal injury, sickness, explosion, sprinkler going off, and from bursting, stoppage, or leaking of water, gas, sewer or steam pipes or for any other damage or Injury resulting from the negligent or intentional act or omission of the Lessee, its agents and employees. Lessee will indemnify Lessor and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, the sufference of personal injury, or property damage arising from or cut of the occupancy or use by Lessee of the Leased Premises or any part thereof, or any other part of Lesson's Shopping Center or other properly, occasioned wholly or in part by any negligent or intentional act or omission of Lessee, its officers, agents, contractors or employees. Indemnity of Lessor shall not be limited to the proceeds of insurance owned by Lessee, in whole or in part, but shall be all inclusive so that Lessor shall be completely held harmless from the results of any Lessee's negligent or intentional acts.

#### Section 12: Insurance

- Lessor's Insurance: Lessor shall maintain in full force and effect fire and extended casualty insurance for the Shopping Center building of which the Leased Premises is a part. If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other casualty insurable under such full standard extended risk insurance, but are not thereby rendered untenable, in whole or in part, Lessor shall promptly, at its expense, up to the amount of insurance proceeds paid, cause such damage to be repaired, without abatement of rent. If, by reason of such occurrence, the Leased Premises shall be rendered wholly untenable, Lessor shall at its expense, up to the amount of insurance, cause such damage to be repaired, and the rent, meanwhile, shall be abated, unless, within sixty (50) days after said occurrence, Lessor shall notify Lessee in writing that it has elected not to reconstruct the Leased Premises, whereupon this Lease and the tenancy hereby created shall immediately terminate as of the date of said occurrence, the rent to be adjusted as of such date. In no event shall Lessor be liable for damage to, or replacement or repair of fixtures, floor coverings, furniture and equipment owned by Lessee, nor for the loss of inventory, nor leasehold improvements made or accepted by Lessee, but Lessor's liability shall be limited to the shell of the building of which the Leased Premises form a part as initially leased by Lessor, Lessee will not do or suffer to be done, or keep or suffer to be kept, anything upon or about the Leased Premises which will contravene Lessor's policies insuring against loss or damage by fire or other hazards (including, without limitation, public liability) or which will prevent Lessor or Lessee from procuring such policies in companies acceptable to Lessor. If anything done, omitted to be done or suffered to be done by Lessee, or kept or suffered by Lessee to be kept, in upon or about the Lessed Premises that shall cause the rate of fire or other insurance in the Leased Premises of Lessor in companies acceptable to Lessor to be increased beyond the minimum rate from time to fine applicable to the Leased Premises for the use permitted under this Lease or to any other property for the use or uses made thereof, Lessee will pay, as additional rent, the amount of any increase upon Lessor's
- Lessee's Insurance: Prior to its entry into the Leased Premises and thereafter during all phases of this Lease, Lessee shall keep in full force and effect, at its sole expense, a policy or policies of public liability insurance with respect to the Leased Premises and the business of Lessee and any approved subleases, licensee, or concessionaire, in which the Lessor ('Sarjit Kaur Gill') shall be expressly named an additional insured as follows:

Coverage

Limit/Amount

\$ 100,000.00

Commercial General Liability & Bodity Injury - Each Occurrence: \$1,000,000.00 Damage to Rented Premises:

Lessee shall furnish to Lessor a non-cancelable certificate or certificates of insurance issued by an insurance company acceptable and approved by Lessor to evidence the existence of such insurance as detailed above. The certificate or certificates shall be furnished at least once annually, and shall state that Lessor shall be notified in writing thirty (30) days prior to the cancellation, material change, or non-renewal of insurance. If applicable, Lessee shall also keep in full force and effect, at Lessee's sole expense, policies of insurance, in such amounts as shall indemnify Lessor against any expense arising out of the Worker's Compensation Act, or other law and acts of the State of Illinois.

Lessor's Personal Property/Fixtures: Lessor is not an insurer of Lessee's person, or other personal property. It is the Lessee's responsibility to procure personal properly and business loss insurance, and the Lessor shall not responsible for the loss of any of Lessee's personal property occasioning from any event relating to the Leased Premises unless the event was caused by the willful or malicious conduct of the Lessor and Lessor shall not be liable for any personal injury occasioning from any event relating to the Leased Premises unless such injury was the result of the negligent or willful conduct of the Lessor. Lessee agrees that all of Lessee's person and property in or on the Leased Premises (including Lossec's customers, guests and invidees) shall be at the risk of Lessee only.

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#### Section 13: Lessor's Warranties

Lessor hereby warrants that it and no other person, firm or corporation has the right to lease the Leased Premises hereby leased. So long as Lessee shall perform each and every covenant to be performed by Lessee hereunder, Lessee shall have peaceful and quiet use and possession of the Leased Premises without hindrance on the part of Lessor, and Lessor shall defend Lessee in such peaceful and quiet use and possession under Lessor.

#### Section 14: Condemnation

If the whole or any part of the Building or Leased Premises shall be taken under the power of entinent domain, this Lease shall terminate as to the part taken on the date Lesses is required to yield possession thereof to the condemning authority. Lessor shall make such repairs and alterations as may be necessary in order to restore the part not taken to useful condition and the rent shall be reduced proportionately as to the portion of the Building or Leased Premises so taken. If the amount of the property so taken substantially impairs the usefulness of the Building or Leased Premises, either party may terminate this Lease on the date when Lessee is required to yield possession. All compensation awarded for any taking of the fee and the leasehold shall belong to and be the property of the Lessor provided, however, that Lessor shall not be entitled to any award made to Lessee for loss of business, fair value of, and cost of removal of stock, inventory and fixtures or for relocation of business. The term 'reminent domain' shall include the exercise of any governmental power and any purchase or other acquisition in the of condemnation.

#### Section 15: Sale, Assignment or Subletting

Lesses shall not, either voluntarily or by operation of law, transfer this Lease to another party, or sublet all or part of the Leased Premises, without the prior written consent of Lessor in each instance. Lessor's consent to such request shall not be unreasonably withheld, provided the proposed assignee or sub-Lessee is reasonably satisfactory to Lessor as to credit quality and character and will occupy the Leased Premises for retail purposes not inconsistent with Lessor's commitments to other Lessors in the Shopping Center. Any transfer or subletting of this Lease which is not in compliance with the provisions of this Article shall be voidable and shall, at the option of Lessor, terminate this Lease. The consent by Lessor to an assignment or subletting shall not be construed as relieving Lesser from obtaining the express written consent of Lessor for any further assignment or subletting or as releasing Lessee from any liability or obligation hereunder, whether or not then accrued.

#### Section 16: Surrander of Leased Premises

This Lease shall terminate at the end of the lease term hereof, without the necessity of any notice from either Lessor or Lessee to terminate the same, and Lessee hereby waives notice to vacate the Leased Premises from a Lessee holding over to the same extent as if statutory notice had been given or as is set forth in 735 ILCS 5/9-213. For the period of two months prior to the expiration of the lease term, Lessor shall have the right to display on the extentor of the Leased Premises (but not in any window or doorway thereof) the customary sign. For Rent' and during such period Lessor may show the Leased Premises and all parts thereof to perspective Lessees during normal business hours and upon reasonable notice to Lessee. On the last day of the term or on the sooner termination thereof, Lessee shall peaceably surrender the Leased Premises in good order, condition and repair, broom-clean, fire and other unavoidable casualty and reasonable wear and tear only excepted. Lessee shall, at its expense, remove its trade fixtures (not including floor covering and lighting equipment), and signs from the Leased Premises and any property not removed shall be deemed abandoned. Any damage caused by Lessee in their removal of such property shall be repaired by and at Lessee's expense. All alterations, addition, improvements and fixtures (other than Lessee's trade fixtures and signs) which shall have been made or installed by either Lessor or Lessee upon the Leased Premises and all hard surface, bonded, or adhesively affixed flooring and all lighting fixtures shall remain upon and be surrendered with Leased Premises as a part thereof, without disturbance, molestation or injury, and without charge, at the expiration or termination of this Lease and shall then become property of Lessor. If the Leased Premises is not so surrendering the Leased Premises, or failure to leave it in the condition required hereunder, including, but not limited to, claims made by any succeeding Lessee founded on such delay. Lessee shall promptly surren

#### Section 17: Bankruptcy, Receivership or Levy of Execution

Anything to the contrary herein stated notwithstanding, the Lessed's right, entitlement, license and permission to use the Leased Premises shall terminate and be extinguished on the 60th day following the date on which any voluntary or involuntary petition for bankruptcy is filed of record in any federal court, or order granting of a petition for the appointment of a receiver is filed, or a levy or execution on Lessee's lease-hold Lessed Premises is served on Lessee. Lessee acknowledges that this lease term is now and always shall be subject to this specific provision, and that the purpose of this provision is to relieve Lessor from becoming involved in any legal action to which Lessee is a party, and which arises out of the bankruptcy laws of the United States, laws of the State of Illinois, and the laws of the United States relating to receivership, and any law applicable to the enforcement of with of execution.

#### Section 18: Default

If Lessee shall:

- Violate the covenant to pay rent and/or any other monetary charge within five (5) days after the time such rent and/or monetary charge is due and payable to Lessor;
- B. Violate any other covenant made by it in this Lease and shall fail to comply or begin and diligently persecute compliance within ten (10) days after being sent written notice of such violation by Lessor; or
- File or have filed against it in any bankruptcy or other creditors action;

then, in any of such events, it shall be optional for Lessor to enter the Leased Premises and do such things as may be permitted hereunder in the manner set out herein and Lessor shall have no liability to Lessee for any loss or damages resulting in any way from such action by Lessor. Lessee agrees to pay promptly upon demand any expense incurred by Lessor in taking such action, and it shall be optional for Lessor to declare this Lease forfoited and the term ended, and to re-gain possession of the

Commercial Lease Agreement	<b></b>	
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	Page 6 of 12	

balance of the term of this Lease. Lessee will pay in addition to the rents and other sums agreed to be paid hereunder, such additional sums as the court may adjudicate including court costs, service of process costs and reasonable attorneyst fees in any suit or action instituted by Lessor to enforce the provisions of this Lease, or the collection of the rents due Lessor hereunder. Lessee shall also be liable to Lessor for the payment of interest at nine percent (9%) per annum on all rents and other sums due Lessor hereunder not paid within ten (10) days from the date the same became due and payable, such interest to accrue from the date such payment is due and payable. Notwithstanding such recentry and termination, Lessee shall pay an amount of money equal to the total rent which but for termination would have become payable during the remainder of the term, together with interest thereon computed as above, less the amount of rent, if any, which Lessor may receive during such period from others to whom the Leased Premises may be rented on such terms and conditions and such rents as Lessor, in its sole discretion, shall deem proper.

#### Section 19: Subordination

Lessee's rights under this Lease Agreement are and shall always be subordinate to the operation and effect of any mortgage, deed of Irust, Irust deed, or other security instrument now or hereafter in place upon the Shopping Center or any part or parts thereof by Lessor, and shall also subordinate to all terms and provisions of any or all leases between the Lessor and mortgagee or owner of the Shopping Center; in the event of any conflict between the terms of this Lease Agreement and the terms of any lease mortgage, deed of trust, trust deed, or other security instrument now or hereafter in place upon the Shopping Center or any part or parts thereof by Lessor shall control. These clauses shall be self-operative, and no further instrument of subordination shall be required. In confirmation thereof, Lessee shall execute such further assurance as may be required by Lessor or any person, firm or corporation claiming through, by or under Lessor. This Lease Agreement shall also be subject and subordinate to any first, second, third or other mortgage held by a lending institution, which may hereafter affect the real property and to all renewals, modifications, consolidations and replacements thereof. Although no instrument or act by Lessee shall be necessary to effect the above subordination, Lessee will, nevertheless, execute and deliver all further instruments that the mortgage holders may desire to conform to the subordination of this Lease Agreement on the above terms. The Lessee hereby irrevocably appoints the Lessor attorney-in-fact to execute and deliver all such instruments for Lessor if it fails or refuses within a reasonable time after requested to do so.

#### Section 20; Miscellaneous

- A. <u>Sinding Agreement.</u> This Lease Agreement and the Addendums thereto constitute the full and complete agreement between the parties and each party represents to the other that there are no other terms, obligations, covenants, representations, warranties or conditions other than as contained herein. Said Lease Agreement is binding upon the parties hereto, their heirs, executors, administrators, and personal representatives.
- B. Nolices. Any notices to be given under this Lease Agreement shall be sent to the address of the party to receive such notice at the following address:

Lesson

At the address set forth in Section 1(B), above.

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At the address set forth in Section 1(E), above.

Notices shall be sent both by Certified U.S. Mail, return-receipt-requested, and by Regular U.S. Mail and any of the following shall be deemed as delivery of notices: 1) a returned return-receipt card; or, 2) a returned refused or 'unclaimed' or 'moved, left no forwarding address' Certified U.S. Mail envelope. Each party shall notify the other, in writing, of any change of address, within five (5) days of any such change.

- C. <u>Waiver.</u> The waiver by Lessor of a breach of any provision of this Lease Agreement shall not operate or be construed as a waiver by Lessor of any subsequent breach by the Lessee.
- D. <u>Amendments.</u> Parties to execute build-out expense addendum.

This Lease Agreement constitutes the entire agreements between the parties and supersedes any previous oral or written agreements or negotiations between the parties. No amendments or variations of the terms and conditions of this Lease Agreement shall be valid unless the same is in writing and signed by all of the parties herelo. This Agreement supersedes all previous agreements, if any, whether oral or written, between the parties hereto, and may be supplemented, amended or modified only in writing executed by the parties hereto.

- E. <u>Headings</u>. The headings or captions of paragraphs of this Lease Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.
- F. Governing Law. This Lease Agreement shall be governed and interpreted in accordance with the taws of the State of Illinois and any provision of this Lease Agreement prohibited by the laws of the State of Illinois or found to be invalid or unenforceable by any court of competent jurisdiction shall be ineffective to the extent of such prohibition or invalidation without invalidating the remaining provisions of this Lease Agreement.
- G. <u>Grammar</u>, Lessee and Lessor wherever used herein shall, respectively, be construed to mean Lessees and Lessors, and the necessary grammatical plural actions, or causes or action for violation of same.
- H. <u>Build Out Improvements</u>. Lessor and Lessee have agreed that Lessee shall pay Lessor the sum set forth in Section 1(Q), above, which is apart from and otherwise independent of any other monetary obligation of Lessee due under this Lease Agreement, as payment for Lessor's additional work on the Leased Premises for accommodation of Lessee's business as set forth in the attached "Addendum D" ("Accommodation Work"). All Accommodation Work may be amended by the Lessor's architect as necessary and approved by Lessee. The payment in the amount set forth in Section 1(Q), above shall be due from Lessee to Lessor at the execution of this Lesse Agreement and shell constitute full payment for the Accommodation Work described herein and Lessee shall not be called upon by Lessor for any additional sums for said Accommodation Work.

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(or found Egnatus >>	Name of Signer	Title of Signer	Date Signed
By:		Marian Company	
122: Personal Guarante			
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Buarantor(s) named in Section 1(R), above (Individually, together or collectively, "Guar Bove commercial Lease Agreement with Lessor for the Leased Premises agrees as	follows: As an inducement for L	essor to enter into the	lease agreement with
ee for lease of the Leased Premises and in consideration thereof, the undersigned Gree's monetary and other obligations (including but not limited to rent payments, tate	uarantor hereby agrees to be pe	rsonally and individually mages and indemnifica	y responsible for all of ation from any civil or
nal liability) resulting from Lessee that are incurred by the Lessor or that are otherwis ean Lessee and Lessor. Guarantor also understands that this agreement is a guard	e attributable to and resulting fro	m the Lease Agreeme:	nt entered into by and
rises and does not create any Lessor/Lessee or lessor/lessee relationship between Gu	parantor and Lessor for the Leas	ed Premises and does	not create any right lo
ession of the Leased Premises for Guarantor. The Guarantor and Lessor also agre nuing, absolute and unconditional guaranty that will be and remain effective during	the existence of the legal obliga-	ations of Lessee to Les	isor under the Lease
ement, whether said obligation is monetary or otherwise, and will extend with any exte sed Premises; the execution of any new Lease Agreement between Lessor and Lessee;	nsion, renewal or modification o	f the original Lease Agr	eement regarding the
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Commercial Leace Agreement	1		age & of 12

A. Lessee Hame(s) [Individually or Collectively, "Lessee");	Adam Lopez	And any 'Unknown Occupanis'
B. Lessor Name(s) and address (Individually or Collectively, "Lessor"):	Sarjit Gill (Care of Kirk Jefferis, Cityscape Real Estate, Street, Springfield, Illinois 62703	Inc.) 2160 South 6th
C. Address ("Premises"):	7010 Kings Mill Court, Springfield, Illinois 62711	AparlmenWnit/Lot. (N/A)
D. Past RonVLste Fee Due:	\$4,505.00	merce a handa a salam da mara a salam
E. Lessor Agent Signature:	SIGN ILLAN LANGE STATE OF THE S	
F. Date Hotice Was Served;	September 27 2018	
G. Delivery Method (Check Only One):	Directly to a Lessee	
	To someone other than a Lessee that is above age of 13 years possession of the Premises	residing at or being in
	By certified or registered mail to Lessee (with a returned-receip	it from Lessee)
	<b>☑</b> By posting on the Premises	
		XHIBIT
	To the state of th	R

THIS IS A FIVE-DAY NOTICE. Pursuant to 735 ILCS 5/9-209, you are hereby notified that there is now due the Lessor (set forth in Section 1(B) above) the Past Rent Due (set forth in Section 1(D) above), said sum being rent (and/or late fees) for the Premises (set forth in Section 1(C) above) and that a demand is being made upon you for payment of said rent in full.

AND you are further notified, that payment of said sum so due, has been and is hereby demanded of you, and unless payment thereof is made on or before five (5) days after service of this notice upon you, your lease of said Premises will be terminated. The Lessor and/or agent (set forth in Section 1 (B) above) are hereby authorized to receive said rent due.

Only FULL PAYMENT of the rent demanded in this notice will waive the Lessor's right to terminate the lease under this notice, unless the Lessor agrees in writing to continue the lease in exchange for receiving partial payment.



## Section 1: General Information

A. Lessee Hame(s) [Individually or Collectively, "Lessee"]:	Adam Lopez	And any 'Unknow Occupants'
B. Lessor Hame(s) and address (Individually or Collectively, "Lessor"):	Sarjit Gill (Care of Kirk Jefferis, Cityscape Real I Street, Springfield, Illinois 62703	Estate, Inc.) 2160 South 6*
C. Address ("Premises"):	7010 Kings Mill Court, Springfield, Illinois 62711	Aparlmen/Unit/Lot. (N/A)
D. Past RenVL ste Fee Due:	\$4,505.00	
E. Lessor Agent Signalute:	SIGN HEATE L. BY: Jale F	
F. Date Hotice Was Served;	September 20 2018	
G. Dalivery Method (Check Only Ona):	☐ Directly to a Lessee ☐ To someone other than a Lessee that is above age of possession of the Premises ☐ By certified or registered mail to Lessee (with a return)	
	By posting on the Premises  See attached affidavit of service	EXHIBIT
		B

THIS IS A FIVE-DAY NOTICE. Pursuant to 735 ILCS 5/9-209, you are hereby notified that there is now due the Lessor (set forth in Section 1(B) above) the Past Rent Due (set forth in Section 1(D) above), said sum being rent (and/or late fees) for the Premises (set forth in Section 1(C) above) and that a demand is being made upon you for payment of said rent in full.

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Only FULL PAYMENT of the rent demanded in this notice will waive the Lessor's right to terminate the lease under this notice, unless the Lessor agrees in writing to continue the lease in exchange for receiving partial payment.

# IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT SANGAMON COUNTY, ILLINOIS

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프로벌로 가게 되었다면 하는데 이 사람이 모르는데
CASE NO.2018LM001304
fore this court at the Sangamon County Courthouse ber 5, 2018, at 10:30 a.m. to answer the complaint i O SO, A JUDGMENT BY DEFAULT MAY BE TAKE
with limited exemptions. To e-file, you must firs s://efile.illinoiscourts.gov/service-providers.htm to additional help or have trouble e-filing, visional circuit clerk's office.
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Case No.

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#### IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT SANGAMON COUNTY, ILLINOIS

Sarjit Kaur Gill, by her agent Cityscape Properties, LP.

Plaintiff,

٧.

CASE NO. 2018LM001304

Adam Lopez (and any "unknown occupants" pursuant to 735 ILCS 5/9-107.5),

Defendant(s).

SUMMONS

To:

Adam Lopez 7010 Kings Mill Court Springfield, Illinois 62711

YOU ARE HEREBY SUMMONED and required to appear before this court at the Sangamon County Courthouse, 200 South Ninth Street, Courtroom 6C, Springfield, Illinois, on October 5, 2018, at 10:30 a.m. to answer the complaint in this case, a copy of which is hereto attached. IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT.

E-filling is now mandatory for documents in civil cases with limited exemptions. To e-file, you must first create an account with an e-filling service provider. Visit https://efile.llinoiscourts.gov/service-providers.htm to learn more and to select a service provider. If you need additional help or have trouble e-filing, visit http://www.illinoiscourts.gov/FAQ/gethelp.asp, or talk with your local circuit clerk's office.

To the officer:

This Summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service and not less than 3 days before day of appearance. If service cannot be made, this Summons shall be returned so endorsed. This Summons may not be served later than 3 days before the day of appearance.

9/28/2018 WITNESS.

(Clerk of the Circuit Court)

Michael M. Dürs, 1979 8532 Sgro, Hanrahan, Durr & Rabin, LLP Attorneys for Plaintiff 1119 South 6th Street Springfield, Illinois 62703 Telephone: (217) 525-3528

mike@casevista.com

(To be inserted by officer on copy left with Defendant or other per-

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