

Chain
Store
Tax

~~In the event Tenant or the business conducted by Tenant in the leased premises shall at any time hereafter during the continuance of this lease, be and become subject to and liable for the payment of any taxes or impositions as a result of any present or future laws imposing a tax, duty or license fee on chain stores, or on the volume of business transacted by chain or other retail stores, and if the aggregate of such taxes, duties or license fees as to the store or business in the leased premises in any year shall amount to a sum in excess of 5% of that current year's rents, then Tenant, at Tenant's option, shall be entitled to request Landlord to repay to Tenant the amount of all such taxes, duties or license fees then imposed, or paid by Tenant, and which may thereafter be imposed, or paid by Tenant, as to the store or business in the leased premises, in excess of 5% of the current year's rents; if Tenant shall so request and if within thirty days from the date of such request, Landlord shall not agree, in writing, with Tenant to so repay the same, or if, having so agreed, Landlord shall thereafter fail to so repay the same, then and in either case Tenant, at Tenant's election, shall thereafter have the right to terminate this lease provided that Tenant shall give Landlord at least ten days prior notice of such election.~~

In determining the amount of any such taxes, duties or license fees as to the store or business in the leased premises, said store or business shall be considered as coming within the average tax bracket under which Tenant shall be liable for any particular year.

The taxes, duties or license fees above referred to shall exclude general property taxes, personal property taxes, so-called sales, use or occupation taxes, and ordinary business license fees now or hereafter in effect, to the extent that the same are likewise assessed against and payable by a single individually owned store.

The rights herein given to Tenant may be exercised at any time and from time to time, as often as any of the conditions herein described may arise, and the failure of Tenant to exercise such rights for any period shall not be or be construed as a waiver thereof.

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Notices

26. All notices hereunder shall be in writing and sent by United States registered mail, postage prepaid, addressed, if to Landlord, to the place where rent checks are to be mailed, and if to Tenant, to 4300 Peterson Avenue, Chicago, Illinois, 60646, and a duplicate to the leased premises, provided that each party by like notice may designate any future or different addresses to which subsequent notices shall be sent.

Miscellaneous

27. Captions of the several articles contained in this lease are for convenience only and do not constitute a part of this lease and do not limit, affect or construe the contents of such articles.

This Instrument shall merge all undertakings between the parties hereto with respect to the leased premises and shall constitute the entire lease contract unless otherwise hereafter modified by both parties in writing. Tenant shall have the right to cancel this lease if satisfactory evidence of Landlord's title, together with the original or duplicate original lease, properly executed by both parties, shall not be received at 4300 Peterson Avenue, Chicago, Illinois, 60646, within ten days after submission to Landlord or Landlord's agent. This instrument shall

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