

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

FRANK BIANCO and DEBORAH BIANCO,	)
	)
Plaintiffs,	)
	)
-v-	)
	)
NU U OF LINCOLN PARK d/b/a NU U MED SPA)	)
A Nevada Limited Liability Company	)
	)
Defendant.	)

**COMPLAINT**

Plaintiffs, FRANK BIANCO and DEBORAH BIANCO (“Plaintiffs”), by their attorneys, for their Complaint against Defendant, NU U OF LINCOLN PARK (“Defendant”), allege as follows:

**Parties**

1. Plaintiffs are citizens and residents of Illinois and are the landlords in the commercial lease at issue.
2. Defendant Nu U of Lincoln Park (“Nu U”) is a Nevada limited liability company with its principal place of business in Nevada, and is a tenant in the commercial lease at issue.

**Jurisdiction and Venue**

3. The Court has jurisdiction over this lawsuit pursuant to 28 U.S.C. § 1332, because Plaintiffs and Nu U are of diverse citizenship and the amount in controversy, exclusive of interest and costs, exceeds \$75,000.00.

4. Venue is proper in this district and division pursuant to 28 U.S.C. §1391(a) because the contractual breaches and statutory violations giving rise to the claims occurred in this district and division.

**Allegations Common to All Counts**

5. Plaintiffs and Nu U entered into an Assignment and Modification to a Lease Agreement (“Agreement”) on September 28, 2007, for the premises at 908 W. Armitage Ave. Chicago, IL 60614 (“Leased Premises”). A true copy of the original Lease and the Agreement are attached hereto as **Exhibit 1** and **Exhibit 2**.

6. Paragraph F of the Agreement states that the Plaintiffs consented to the assignment of the Lease from Purelight d/b/a Purelight Med Spa to Nu U of Lincoln Park d/b/a/ Nu U Med Spa.

7. Paragraph 6 of the Agreement extended the term of the Lease for an additional five years, until May 31, 2014. See **Exhibit 2**.

8. Nu U of Lincoln Park is a dissolved limited liability company. See **Exhibit 3**.

9. Under the Nevada Revised Statutes, the dissolution of a limited-liability company does not impair any remedy or cause of action available to or against it or its managers or members arising before its dissolution and commenced within 2 years after the date of the dissolution. See NRS 86.505.

10. In 2010, Nu U failed to make rent payments to Plaintiffs on time, and submitted several checks which were returned for non-sufficient funds. Plaintiffs filed two five-day-notices demanding full payment of overdue rent on January 19, 2010, February 11, 2010 and March 10, 2010, a copy of which are attached hereto as **Exhibit 4, Exhibit 5, and Exhibit 6**. Nu U failed to make these payments in a timely fashion, as well as several other rent payments through 2010.

11. On January 12, 2011, Nu U wire transferred a \$10,600 rent payment to Plaintiffs, which was more than \$2000 short of the necessary payment.

12. Nu U failed to pay the remaining balance for the January rent payment and the full balance of the February rent payment on time.

13. On February 10, 2011, Nu U wire transferred a payment of \$12,900 to Plaintiffs, an amount which was \$1011.44 less than the amount of the remaining January balance and February rent payment, including interest and late fees.

14. On March 22, 2011, Nu U wire transferred a payment of \$12,200.00 to Plaintiffs, an amount which was \$985.21 less than the payment due and owing.

15. Nu U failed to remit the overdue \$985.21 balance.

16. On April 6, 2011, Plaintiffs informed Nu U that it was overdue on the April 2011 rent payment and had not yet paid the shortage of \$985.21 from the overdue March 2011 rent payment. Nu U did not remit payment of the overdue balance.

17. On April 28, 2011, Nu U made a \$7,500 cash payment to Plaintiffs.

18. On May 9, 2011, Nu U wire transferred a payment of \$7,500 to Plaintiffs. This payment covered the balance of the March 2011 and April 2011 rent payments, including interest and late fees.

19. On May 24, 2011, Nu U wire transferred a \$6,000 payment to Plaintiffs, a portion of the May 2011 rent payment. Nu U failed to pay the full May 2011 rent payment.

20. Nu U failed to pay the June 2011 rent payment in its entirety.

21. On June 22, 2011, Plaintiffs sent Nu U a copy of the signed five day notice, which is attached hereto as **Exhibit 7**.

22. Plaintiff received a check from Nu U on July 5, 2011 in the amount of \$7,000.

23. The July 5, 2011 check in the amount of \$7,000 was returned for non-sufficient funds and Plaintiffs did not receive any additional checks for the remaining balance. See

**Exhibit 8.**

24. On July 11, 2011, Nu U sent Plaintiffs a \$14,000 check for the outstanding rent payments.

25. The July 11, 2011 check for \$14,000 was returned for non-sufficient funds. See **Exhibit 8.**

26. On or about July 20, 2011, Plaintiffs met in person with Nu U to discuss the outstanding rent balance. Nu U requested that Plaintiffs hold off on legal action until the end of July and insisted that they would pay the outstanding balance by the end of July. Plaintiffs agreed to postpone any legal action until August 1, 2011.

27. Nu U has failed to pay the full rent for the months of June 2011, July 2011 and August 2011 and a portion of the rent for February 2011 and May 2011 despite repeatedly promising to do so. Nu U has not attempted to make any additional payments since the July 11, 2011 attempted payment.

28. A portion of the rent for February 2011 and May 2011 and the full rent for June 2011, July 2011 and August 2011 remains unpaid along with interest and late fees, as provided for under the Lease.

29. Paragraph 39 of the Lease entitles Plaintiffs to an award of all costs and attorneys fees expended as a result of Nu U's breaches of the Lease. See **Exhibit 1.**

**Count I – Breach of Contract**

30. Plaintiffs re-allege Paragraphs 1-29 herein.

31. Nu U's failure to pay rent and other monies owed as alleged above constitutes a material breach of the Agreement and Lease.

32. Plaintiffs have complied with all conditions and obligations under the Agreement and Lease.

33. As a direct and proximate result of Nu U's breaches of contract, Plaintiffs have suffered damages in excess of \$75,000 for the outstanding rent payments, interest, late fees, attorneys' fees and costs, and the amount of future rent for the remaining term of the Lease.

WHEREFORE, Plaintiffs Frank Bianco and Deborah Bianco (1) seek entry of judgment in their favor and against Defendant, (2) payment of Nu U's overdue rent along with interest and late fees in an amount exceeding \$40,000.00, (3) payment of Nu U's expected rent payments through the term of the lease in excess of \$75,000.00, and (4) an award of Plaintiffs' reasonable court costs and attorneys' fees, as provided for in the Lease.

**Count II – Forcible Entry and Detainer**

34. Plaintiffs incorporate and re-allege paragraphs 1-33 herein.

35. Plaintiffs are entitled to immediate possession of the Leased Premises.

36. Nu U is unlawfully withholding possession of the Leased Premises from Plaintiffs.

WHEREFORE, Plaintiffs Frank Bianco and Deborah Bianco seek entry of judgment in their favor, an order of possession of the Leased Premises, eviction of Nu U and an award of Plaintiff's reasonable court costs and attorneys' fees, as provided for in the Lease.

FRANK BIANCO and DEBORAH BIANCO

By: s/Peter S. Lubin  
One of their Attorneys

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# **EXHIBIT 1**

## COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is dated June 1, 2004 and is made and entered into between Frank Bianco and Deborah Bianco of 908 W. Armitage Avenue, Chicago, Illinois 60614, 773-871-4174, (collectively "Landlord") and Mr. Chuck Eggert, Purelight, Inc. 2144 Zanker Road, San Jose, California ("Tenant").

### ARTICLE I Premises & Terms

1. In consideration of the obligation of Tenant to pay rent as herein provided, and in consideration of the other terms, provisions, and covenants hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby accepts and leases from Landlord, the following described space, to wit: The 1<sup>st</sup> floor consisting of 1850 square feet (the "Leased Premises") located at the building commonly known as 908 West Armitage, Chicago, Illinois 60614 (the "Building")

2. The term of the Lease is sixty (60) months commencing on June 1<sup>st</sup>, 2004 and ending May 30th, 2009 unless terminated or extended pursuant to any provision hereof.

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3. Tenant acknowledges that no representations or promises to decorate, alter, repair, improve or remodel the Leased Premises or Building have been made by Landlord, unless such are expressly set forth in this Lease. (See Exhibit "A")

4. If this Lease is executed before the Leased Premises become vacant or otherwise available and ready for occupancy, or if any present tenant or occupant of the Leased Premises holds over, and Landlord cannot, using good faith efforts, acquire possession of the Leased Premises prior to the date above recited as the commencement date of this Lease, Landlord shall not be deemed to be in default, nor in any way liable to Tenant because of such failure, and Tenant agrees to accept possession of the Leased Premises at such time as Landlord is able to tender the same, which date shall thenceforth be deemed the "commencement date"; and the term of this Lease shall automatically be extended so as to include the full number of months hereinbefore provided, except that if the commencement date is other than the first day of a calendar month, such term shall also be extended for the remainder of the calendar month in which possession is tendered. Landlord hereby waives payment of rent covering any period prior to such tendering of possession, and further agrees to use best efforts to minimize the length of any such delay.

5. In the event that Tenant's possession is delayed because Landlord has not sufficiently completed the Building and/or the Leased Premises, the commencement date shall be the date upon which the Building and/or the Leased Premises have been substantially completed in accordance with the plans and specifications of Landlord (other than any work which cannot be completed on such date provided such incompleteness will not substantially interfere with Tenant's use of the Leased Premises), and Landlord hereby waives payment of rent covering any period prior to such time; provided, however, that if Landlord shall be delayed in such substantial completion as a result of: (i) Tenant's failure to agree to plans and specifications; (ii) Tenant's

request for materials, finishes or installations other than Landlord's standard; (iii) Tenant's changes in plans; or (iv) the performance or completion by a party employed by Tenant, the commencement date and the payment of rent hereunder shall be accelerated by the number of days of such delay. Landlord shall notify Tenant in writing as soon as Landlord deems the Building, and/or the Leased Premises to be completed and ready for occupancy as aforesaid. In the event that the Building and/or the Leased Premises have not in fact been substantially completed as aforesaid, Tenant shall notify Landlord in writing of its objections within five (5) days after Tenant receives the aforesaid notice from Landlord. Landlord shall have reasonable time after delivery of such notice in which to take such corrective action as Landlord deems necessary and shall notify Tenant in writing as soon as it deems such corrective action, if any, has been completed so that the Building and/or the Leased Premises are completed and ready for occupancy. If, for any reason other than those identified in this paragraph 5 (i) - (iv), Landlord cannot deliver possession of the Leased Premises to Tenant within 30 days of the date recited above as the commencement date of this Lease, Tenant may, in its sole discretion, terminate this lease without penalty.

6. The taking of possession by Tenant shall be deemed conclusively to establish Tenant's acceptance of the Leased Premises as being in good and satisfactory condition (and any agreed alterations, repairs or improvements to the Building and/or the Leased Premises have been completed in accordance with the plans and specifications and are in good and satisfactory condition) as of when possession was so taken (except for any such items as Landlord is permitted to complete at a later date, which items shall be specified by Landlord to Tenant in writing). Upon such "commencement date" Tenant shall execute and deliver to Landlord a letter of acceptance of delivery of the Leased Premises, such letter to be on Landlord's standard form therefore. In the event of any dispute as to when and whether any work performed or required to be performed by Landlord has been substantially completed, the certificate of the Landlord's architect or a temporary or final certificate of occupancy issued by the local governmental authority shall be conclusive evidence of such completion, effective on the date of the delivery of a copy of any such certificate to Tenant.

ARTICLE II  
Rent and Security Deposit

7. Tenant shall pay the Landlord rent (the "Base Rent"), in monthly installments, in lawful money of the United States of America, at the office of the Landlord at 908 W. Armitage Avenue, Chicago, Illinois 60614, or elsewhere as designated from time to time by written notice to the Tenant, in the following monthly sums for the following periods, on the first day of each month during the term of the Lease:

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<u>PERIOD</u>	<u>MONTHLY BASE RENT</u>
June 1, 2004-May 30, 2005	\$6000.00
June 1, 2005-May 30, 2006	\$6180.00
June 1, 2006-May 30, 2007	\$6365.40
June 1, 2007-May 30, 2008	\$6556.36
June 1, 2008-May 30, 2009	\$6753.05

8. If such payments are received by Landlord later than the fifth (5<sup>th</sup>) of the month, there shall be assessed a late charge of five percent (5%) of the monthly rental as additional rent for the current month and each additional month that the rental payment remains unpaid. Failure to pay rent timely, failure to pay the aforementioned late charge timely, and/or failure of Tenant to pay any other sum due hereunder timely, shall constitute a default of this Lease by Tenant, and shall entitle Landlord to Landlord's remedies under ARTICLE XV hereof. Payments of other sums due hereunder, other than the base rent, shall be paid on or before the prescribed due date as to such payments, and if any such sums are not paid by such due date, they shall bear interest at the rate of 12% per cent per annum from the due date until paid. Rent and/or any other such payment due hereunder for any partial month shall be prorated on a per diem basis. The provision for such late charge and interest shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

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9. Tenant agrees to deposit with Landlord on the date hereof the sum of Twelve Thousand DOLLARS (\$12,000.00), which sum shall be held by Landlord, without obligation for interest, as security for the full, timely and faithful performance of Tenant's covenants and obligations under this Lease, it being expressly understood and agreed that such deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default. Upon the occurrence of any event of default by Tenant, Landlord 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 or other payments due Landlord hereunder, and any other damage, injury, expense or liability caused by any event of Tenant's default; and Tenant shall pay to Landlord on demand the amount so applied in order to restore the security deposit to its original amount. Although the security deposit shall be deemed the property of Landlord, any remaining balance of such deposit shall be returned by Landlord to Tenant at such time after termination of this Lease when Landlord shall have determined that all Tenant's obligations under this Lease have been fulfilled. Subject to the other terms and conditions contained in this Lease, if the Building is conveyed by Landlord, said deposit may be turned over to Landlord's grantee, and if so, Tenant hereby releases Landlord from any and all liability with respect to said deposit and its application or return.

ARTICLE III  
Real Estate Taxes

10. If for any real estate tax year applicable to the term hereof (or any extension of such term), real estate taxes (including city, county and state) levied on the Building for such tax year shall exceed the sum of EIGHT THOUSAND DOLLARS (\$8,000.00) ("Landlord's Share"), Tenant shall pay to Landlord as additional rent within 30 days of receipt of Landlord's bill FIFTY PERCENT (50%), ("Tenant's Proportionate Share") of the amount of such excess applicable to each installment. In addition, Tenant shall pay upon demand Tenant's Proportionate Share of any contingent fees, expenses and costs incurred by Landlord in protesting any assessments, levies or the tax rate. Any payment to be made pursuant to this Article III with respect to the real estate tax year in which this Lease commences or terminates shall be prorated.

ARTICLE IV  
Utilities

11. Tenant shall pay for electricity, natural gas and water. To the extent Tenant is not billed directly by a public utility for its use of electricity, natural gas or water, Tenant shall pay Landlord within five (5) days of presentation of Landlord's bill, as additional rent, SIXTY PERCENT (60%) of Landlord's water bills for the Building. Tenant shall furnish, at its own expense, all electric light bulbs, tubes and ballasts.

12. Tenant will not without the written consent of Landlord use any apparatus or device in the Leased Premises which will in any way increase its usage beyond the amount of electricity which Landlord determines to be reasonable for the intended use of the Leased Premises, nor connect with electric current (except through existing electrical outlets in the Leased Premises) any apparatus or device for the purpose of using electric current. If Tenant shall require electric current in excess of that which is reasonably obtainable from existing electric outlets and normal for the intended use of the Leased Premises, then Tenant shall first procure the consent of Landlord (which consent will not be unreasonably withheld). Tenant shall pay all costs of installation of all facilities necessary to furnishing such excess capacity and for such increased electricity usage.

13. Interruptions of any service shall not be deemed an eviction or disturbance of Tenant's use and possession of the Leased Premises or any part thereof, or render Landlord liable for damages by abatement of rent or otherwise or relieve Tenant from performance of Tenant's obligations under this Lease.

**ARTICLE V**  
**Alterations**

14. Landlord agrees to install at Landlord's cost and expense improvements to the Leased Premises as described in Exhibit A titled "Description of Landlord's Work" attached hereto and made a part hereof. All other improvements to the Leased Premises shall be installed at the cost and expense of Tenant (which cost shall be payable on demand by Landlord as additional rent), but only in accordance with plans and specifications which have been previously submitted to and approved in writing by Landlord, and only by Landlord or by contractors and subcontractors approved in writing by Landlord (which approval shall not be unreasonably withheld) as set forth in Exhibit B attached hereto and made a part hereof titled "Description of Tenant's Work." In connection with any request for an approval of alterations or improvements by Tenant, Landlord may retain the services of an architect and/or engineer and Tenant shall reimburse Landlord for the reasonable fees of such architect and/or engineer. All alterations, additions or improvements proposed by Tenant and approved by Landlord shall be constructed in accordance with all governmental laws, ordinances, rules and regulations and Tenant shall, prior to construction, provide such assurances to Landlord, including but not limited to, waivers of lien, surety company performance bonds and personal guaranties of individuals of substance, as Landlord shall require to assure payment of the costs thereof and to protect Landlord against any loss from any mechanics', laborers', materialmen's or other liens.

15. Tenant shall remove, at the termination of this Lease, provided Tenant is not in default, such of Tenant's moveable trade fixtures and other personal property as are not permanently affixed to the Leased Premises. Tenant shall also remove such of the alterations and additions and signs made by Tenant as

Landlord may request. Tenant shall repair any damage caused by such removal and peaceably yield to Landlord the Leased Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove) and all fixtures, furnishings, floor coverings, and equipment that are permanently affixed to the Leased Premises, including carpet, which for the purpose of this Lease shall be deemed to be permanently affixed to the Leased Premises, which shall thereupon become the property of Landlord, in clean and good order, repair, and condition, damage by fire or other unavoidable casualty excepted. Any personal property of Tenant not removed within five (5) days following such termination shall, at Landlord's option, become the property of Landlord.

ARTICLE VI  
Services

16. Landlord agrees to furnish Tenant, while occupying the Leased Premises, with heat at such times as Landlord normally furnishes heat to all tenants of the Building, and at such temperatures and in such amounts as are in accordance with any applicable statutes, rules or regulations and are considered by Landlord to be standard. Providing heat at other times and on Saturday, Sunday, and holidays shall be optional on the part of Landlord (Landlord hereby reserves the right to charge Tenant for any such optional service requested by Tenant on such basis as Landlord, in its sole discretion, determines); Landlord shall provide such window washing as may from time to time in the Landlord's judgment be reasonably required. Landlord's failure to any extent to furnish or any stoppage or interruption of these defined services, resulting from any cause, shall not render Landlord liable in any respect for damages to any person, property, or business, nor be construed as an eviction of Tenant or work an abatement of rent, nor relieve Tenant from fulfillment of any covenant or agreement hereof. Should any equipment or machinery furnished by Landlord cease to function properly, Landlord shall use reasonable diligence to repair the same promptly, but Tenant shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned thereby or resulting there from.

17. Tenant shall not provide any janitorial services without Landlord's written consent and then only subject to supervision of Landlord and by a janitorial contractor or employees at all times satisfactory to Landlord. Any such services provided by Tenant shall be Tenant's sole risk and responsibility.

ARTICLE VII  
Use of Premises

18. Tenant will not occupy or use, nor permit any portion of Leased Premises to be occupied or used, for any business or purpose other than "SALON SPA SERVICES" or for any use or purpose which is unlawful in part or in whole or deemed to be disreputable in any manner, or extra hazardous on account of fire, nor permit anything to be done which will render void or in any way increase the rate of fire insurance on the Building or its contents, and Tenant, shall immediately cease and desist from such use, paying all costs and expenses resulting there from.

19. Tenant shall at its own cost and expense promptly obtain any and all licenses and permits necessary for any permitted use. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the use and its occupancy of the Leased Premises, and shall promptly comply with all governmental orders

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and directives for the correction, prevention and abatement of any violations or nuisances in or upon, or connected with, the Leased Premises, all at Tenant's sole expense. If, as a result of any change in the governmental laws, ordinances, and regulations, the Leased Premises must be altered to lawfully accommodate Tenant's use and occupancy, such alterations shall be made only with the consent of Landlord, but the entire cost shall be borne by Tenant; provided, that, the necessity of Landlord's consent shall in no way create any liability against Landlord for failure of Tenant to comply with such laws, ordinances and regulations.

20. Tenant will maintain the Leased Premises (including all fixtures installed by Tenant), in good repair, reasonable wear and tear excepted, and in a clean and healthful condition, and comply with all laws, ordinances, orders, rules, and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction thereof) with reference to condition or occupancy of the Leased Premises. Any repairs or replacements as required by this paragraph shall be with materials and workmanship of the same character, kind and quality as the original.

Tenant will not, without the prior written consent of Landlord, paint, install lighting or decorations, or install any signs, window or door lettering or advertising media of any type on or about the Leased Premises.

During the term of this lease and any renewal or extension of the term of this lease, Landlord shall, at Landlord's own cost and expense, keep the exterior roof, sidewalls, structural supports, and foundation of the building on the Premises in good repair and make all necessary repairs to, or replacements of, the plumbing, heating, air conditioning, and electrical systems on the Premises, shall clean and change all glass windows and screens on the Premises as needed, and shall be responsible for cleaning and maintaining all ducts on the Premises.

21. Tenant will conduct his business and control his agents, employees and invitees in such a manner as not to create any nuisance, nor interfere with, annoy, or disturb other tenants or Landlord in the management of the Building.

22. Tenant shall pay upon demand as additional rent the full cost of repairing any damage to the Leased Premises, Building or related facilities resulting from and/or caused in whole or in part by the negligence or misconduct of Tenant, its agents, servants, employees, patrons, customers, or any other person entering the Building as a result of Tenant's business activities or resulting from Tenant's default hereunder.

23. At termination of this Lease, upon its expiration or otherwise, Tenant shall deliver up the Leased Premises with all improvements located thereon (except as herein provided) in good repair and condition, reasonable wear and tear excepted, broom clean and free of all debris.

ARTICLE VIII  
Inspections

24. Landlord shall have the right to enter the Leased Premises after providing Tenant with twenty-four hours prior notice, for the following purposes: (i) to ascertain the condition of the Leased Premises; (ii) to determine whether Tenant is diligently fulfilling Tenant's responsibilities under this Lease; (iii) to clean and to make such repairs as may be required or permitted to be made by Landlord under the terms of this Lease; or (iv) to do any other act or thing which Landlord deems reasonable to preserve the Leased Premises and the Building. During the six (6) months prior to the end of the term hereof and at any time Tenant is in default hereunder, Landlord shall have the right to enter the Leased Premises at any reasonable time during business hours for the purpose of showing the premises.

Tenant shall give written notice to Landlord at least thirty (30) days prior to vacating and shall arrange to meet with Landlord for a joint inspection of the Leased Premises. In the event of Tenant's failure to give such notice or arrange such joint inspection, Landlord's inspection at or after Tenant's vacating the Leased Premises shall be conclusively deemed correct for purposes of determining Tenant's responsibility for repairs and restoration.

ARTICLE IX  
Assignment and Subletting

25. Tenant shall not have the right to assign or pledge this Lease or to sublet the whole or any part of the Leased Premises, whether voluntarily or by operation of law, or permit the use or occupancy of the Leased Premises by anyone other than Tenant, without the prior written consent of Landlord, and such restrictions shall be binding upon any assignee or subtenant to which Landlord has consented. In the event Tenant desires to sublet the Leased Premises, or any portion thereof, or assign this Lease, Tenant shall give written notice thereof to Landlord within a reasonable time prior to the proposed commencement date of such subletting or assignment, which notice shall set forth the name of the proposed subtenant or assignee, the relevant terms of any sublease and copies of financial reports and other relevant financial information of the proposed subtenant or assignee. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Upon the occurrence of an "event of default" (as hereinafter defined in Article XIV), if the Leased Premises or any part thereof are then assigned or sublet, Landlord, in addition to any other remedies herein provided or provided by law, may, at its option, collect directly from such assignee or subtenant all rents due and becoming due to Tenant under such assignment or sublease and apply such rent against any sums due to Landlord from Tenant hereunder, and no such collection shall be construed to constitute a novation or a release of Tenant from the further performance of Tenant's obligations hereunder. Tenant shall pay to Landlord, on demand, a reasonable service charge for the processing of the application for the consent and for the preparation of the consent. Such service charge shall be collectible by Landlord only where consent is granted by Landlord.

26. In addition to, but not in limitation of, Landlord's right to approve of any subtenant or assignee, Landlord shall have the option, in its sole discretion, in the event of any proposed subletting or assignment, to terminate this Lease, or in the case of a proposed subletting of less than the entire Leased Premises, to recapture the portion of the Leased Premises to be sublet, as of the date the subletting or assignment is to be effective. The option shall be exercised, if at all, by Landlord giving Tenant written notice thereof within sixty

(60) days following Landlord's receipt of Tenant's written notice as required above. If this Lease shall be terminated with respect to the entire Leased Premises pursuant to this paragraph, the term of this Lease shall end on the date stated in Tenant's notice as the effective date of the sublease or assignment as if that date had been originally fixed in this Lease for the expiration of the term hereof. If Landlord recaptures under this paragraph only a portion of the Leased Premises, the rent during the unexpired term shall abate proportionately based on the rent contained in this Lease as of the date immediately prior to such recapture. In the event of the recapture of a portion of the Leased Premises by Landlord pursuant to the terms of this paragraph, Tenant shall pay all costs associated with the separation of the recaptured premises from the portion not recaptured, including, but without limitation, the cost of all demising partitions, changes in lighting and HVAC distribution systems and all reasonable architectural and/or engineering fees.

27. Any assignment or subletting by Tenant pursuant to this Article IX of all or any portion of the Leased Premises, or termination of the Lease for a portion of the Leased Premises as provided herein, shall automatically operate to terminate each and every right, option, or election, if any exist, belonging to Tenant, including by way of illustration, but not limitation, any option to expand its premises or to extend or renew the term of Tenant's Lease for all or any portion of the Leased Premises - i.e. such rights and options shall cease as to both space sublet or assigned and as to any portion of the original Leased Premises retained by Tenant.

ARTICLE X  
Fire and Casualty Damage

28. If the Building, improvements, or Leased Premises are rendered partially or wholly untenable by fire or other casualty, and if such damage cannot, in Landlord's reasonable estimation, be materially restored within ninety (90) days of such damage, then either Landlord or Tenant may terminate this Lease as of the date of such fire or casualty. If either Landlord or Tenant should choose to exercise this option to terminate the Lease, such option shall be exercised by written notice to the other party within sixty (60) days of such fire or other casualty. For purposes hereof, the Building or Leased Premises shall be deemed "materially restored" if they are in such condition as would not prevent or materially interfere with Tenant's use of the Leased Premises for the purpose for which it was then being used.

29. If this Lease is not terminated pursuant to Paragraph 28, then Landlord shall proceed with all due diligence to repair and restore the Building, improvements or Leased Premises, as the case may be (except that Landlord may elect not to rebuild if such damage occurs during the last year of the term exclusive of any option which is unexercised at the date of such damage).

30. If this Lease shall be terminated pursuant to this Article X, the term of this Lease shall end on the date of such damage as if that date had been originally fixed in this Lease for the expiration of the term hereof. If this Lease shall not be terminated pursuant to this Article X and if the Leased Premises is untenable in whole or in part following such damage, the rent payable during the period in which the Leased Premises is untenable shall be reduced to such extent, if any, as may be fair and reasonable under all of the circumstances. In the event that Landlord should fail to complete such repairs and material restoration within one hundred fifty (150) days after the date of such damage, Tenant terminate this lease by delivering written

notice to Landlord, whereupon the Lease shall end on the date of such notice as if the date of such notice were the date originally fixed in this Lease for the expiration of the term hereof; provided however, that if construction is delayed because of changes, deletions, or additions in construction requested by Tenant, the period for restoration, repair or rebuilding shall be extended for the amount of time Landlord is so delayed.

31. In no event shall Landlord be required to rebuild, repair or replace any part of the partitions, fixtures, additions and other improvements that may have been placed in or about the Leased Premises by Tenant. Any insurance that may be carried by Landlord or Tenant against loss or damage to the Building or Leased Premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

ARTICLE XI  
Liability

32. Landlord shall not be liable for and Tenant will indemnify and hold Landlord harmless from any loss, liability, costs and expenses, including attorney's fees, arising out of any claim of injury or damage on or about the Leased Premises caused by the negligence or misconduct or breach of this Lease by Tenant, its employees, subtenants, invitees or by any other person entering the Leased Premises or the Building under express or implied invitation of Tenant or arising out of Tenant's use of the Leased Premises. Landlord shall not be liable to Tenant or Tenant's agents, employees, invitees or any person entering upon the Leased Premises or Building in whole or in part because of Tenant's use of the Leased Premises for any damage to persons or property due to condition, design, or defect in the Building or its mechanical systems which may exist or occur, and Tenant assumes all risks of damage to such persons or property. Landlord shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or other matter beyond control of Landlord, or for any injury or damage or inconvenience, which may arise through repair or alteration of any part of the Building, or failure to make repairs, or from any cause whatever except Landlord's willful acts or gross negligence.

Tenant shall procure and maintain throughout the term of this Lease a policy of insurance, in form and substance satisfactory to Landlord, at Tenant's sole cost and expense, insuring both Landlord and Tenant against all claims, demands or actions arising out of or in connection with: (i) the Leased Premises; (ii) the condition of the Leased Premises; (iii) Tenant's operations in and maintenance and use of the Leased Premises; and (iv) Tenant's liability assumed under this Lease; the limits of such policy to be in the amount of not less than \$1,000,000 per occurrence in respect of injury to persons (including death) and in the amount of not less than \$500,000 per occurrence in respect of property damage or destruction, including loss of use thereof. Such policy shall be procured by Tenant from responsible insurance companies satisfactory to Landlord. A certified copy of such policy, together with receipt evidencing payment of the premium, shall be delivered to Landlord prior to the commencement date of this Lease. Not less than thirty (30) days prior to the expiration date of such policy, a certified copy of a renewal thereof (bearing notations evidencing the payment of the renewal premium) shall be delivered to Landlord. Such policy shall further provide that not less than thirty (30) days' written notice shall be given to Landlord before such policy may be canceled or changed to reduce the insurance coverage provided thereby.

ARTICLE XII  
Condemnation

33. If any substantial part of the Building, improvements, or Leased Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof and the taking would prevent or materially interfere with the use of the Building or Leased Premises for the purpose for which it is then being used, this Lease shall terminate effective when the physical taking shall occur in the same manner as if the date of such taking were the date originally fixed in this Lease for the expiration of the term hereof.

34. If part of the Building, improvements, or Leased Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and this Lease is not terminated as provided in the subparagraph above, this Lease shall not terminate but the rent payable hereunder during the unexpired portion of this Lease shall be reduced to such extent, if any, as may be fair and reasonable under all of the circumstances and Landlord shall undertake to restore the Building, improvements, and Leased Premises to a condition suitable for Tenant's use, as near to the condition thereof immediately prior to such taking as is reasonably feasible under all the circumstances.

35. In the event of any such taking or private purchase in lieu thereof, Landlord and Tenant shall each be entitled to receive and retain such separate awards and/or portion of lump sum awards as may be allocated to their respective interests in any condemnation proceedings; provided that Tenant shall not be entitled to receive any award for Tenant's loss of its leasehold interest, the right to such award being hereby assigned by Tenant to Landlord.

ARTICLE XIII  
Holding Over

36. Tenant will, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession to Landlord. If Tenant retains possession of the Leased Premises or any part thereof after such termination, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes any one of (i) renewal of this Lease for one year, and from year to year thereafter, or (ii) creation of a month to month tenancy, upon the terms and conditions set forth in this Lease, or (iii) creation of a tenancy at sufferance, in any case upon the terms and conditions set forth in this Lease; provided, however, that the monthly rental (or daily rental under (iii)) shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as additional rent, be equal to double the rental being paid monthly to Landlord under this Lease immediately prior to such termination (prorated in the case of (iii) on the basis of a 365 day year for each day Tenant remains in possession). If no such notice is served, then a tenancy at sufferance shall be deemed to be created at the rent in the preceding sentence. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant, including the loss of any proposed subsequent tenant for any portion of the Leased Premises. The provisions of this paragraph shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any rent or any

other act in apparent affirmation of the tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the terms, covenants, or obligations herein on Tenant's part to be performed.

ARTICLE XIV  
Events of Default

37. The following events shall be deemed to be events of default by Tenant under this Lease:

- a. Tenant shall fail to pay when or before due any sum of money becoming due to be paid to Landlord hereunder, whether such sum be any installment of the rent herein reserved, any other amount treated as additional rent hereunder, or any other payment or reimbursement to Landlord required herein, whether or not treated as additional rent hereunder, and such failure shall continue for a period of five (5) days from the date such payment was due; or
- b. Tenant shall fail to comply with any term, provision or covenant of this Lease other than by failing to pay when or before due any sum of money becoming due to be paid to Landlord hereunder, and shall not cure such failure within twenty (20) days (forthwith, if the default involves a hazardous condition) after written notice thereof to Tenant; or
- c. Tenant shall abandon or vacate any substantial portion of the Leased Premises; or
- d. Tenant shall fail to vacate the Leased Premises immediately upon termination of this Lease, by lapse of time or otherwise, or upon termination of Tenant's right to possession only; or
- e. The leasehold interest of Tenant shall be levied upon under execution or be attached by process of law or Tenant shall fail to contest diligently the validity of any lien or claimed lien and give sufficient security to Landlord to insure payment thereof or shall fail to satisfy any judgment rendered thereon and have the same released, and such default shall continue for twenty (20) days after written notice thereof to Tenant; or
- f. Tenant shall become insolvent, admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute, make an assignment for the benefit of creditors, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended, or any other applicable law or statute of the United States or any state thereof; or
- g. A court of competent jurisdiction shall enter an order, judgment or decree adjudicating Tenant a bankrupt, or appointing a receiver of Tenant, or of the whole or any substantial part of its property, without the consent of Tenant, or approving a petition filed against Tenant seeking reorganization or arrangement of Tenant under the bankruptcy laws of the United States, as now in effect or hereafter amended, or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within thirty (30) days from the date of entry thereof.

ARTICLE XV  
Remedies

38. Upon the occurrence of any of such events of default described in Article XIV hereof or elsewhere in this Lease, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

a. Landlord may, at its election, terminate this Lease or terminate Tenant's right to possession only, without terminating the Lease;

b. Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession without termination of the Lease, Tenant shall surrender possession and vacate the Leased Premises immediately, and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the Leased Premises in such event with or without process of law and to repossess Landlord of the Leased Premises and to expel or remove Tenant and any others who may be occupying or within the Leased Premises and to remove any and all property there from, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without incurring any liability for any damage resulting there from, Tenant hereby waiving any right to claim damage for such reentry and expulsion, and without relinquishing Landlord's right to rent or any other right given to Landlord hereunder or by operation of law;

c. Upon any termination of this Lease, whether by lapse of time or otherwise, Landlord shall be entitled to recover as damages, all rent, including any amounts treated as additional rent hereunder, and other sums due and payable by Tenant on the date of termination, plus the sum of (i) an amount equal to the then present value of the rent, including any amounts treated as additional rent hereunder, and other sums provided herein to be paid by Tenant for the residue of the stated term hereof, less the fair rental value of the Leased Premises for such residue (taking into account the time and expense necessary to obtain a replacement tenant or tenants, including expenses hereinafter described in subparagraph (d) relating to recovery of the Leased Premises, preparation for reletting and for reletting itself), and (ii) the cost of performing any other covenants which would have otherwise been performed by Tenant;

d. (i) Upon any termination of Tenant's right to possession only without termination of the Lease, Landlord may, at Landlord's option, enter into the Leased Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as provided in subparagraph (b) above, without such entry and possession terminating the Lease or releasing Tenant, in whole or in part, from any obligation, including Tenant's obligation to pay the rent, including any amounts treated as additional rent, hereunder for the full term. In any such case Tenant shall pay forthwith to Landlord, if Landlord so elects, a sum equal to the entire amount of the rent, including any amounts treated as additional rent hereunder, for the residue of the stated term hereof plus any other sums provided herein to be paid by Tenant for the remainder of the Lease term;

(ii) Landlord may, but need not, relet the Leased Premises or any part thereof for such rent and upon such terms as Landlord, in its sole discretion, shall determine (including the right to relet the Leased Premises

for a greater or lesser term than that remaining under this Lease, the right to relet the Leased Premises as a part of a larger area, and the right to change the character or use made of the Leased Premises). If Landlord decides to relet the Leased Premises or a duty to relet is imposed upon Landlord by law, Landlord (or its manager) shall not be required to give any preference or priority to the showing or leasing of the Leased Premises over any other space that Landlord (or its manager) may be leasing or have available and may place a suitable prospective tenant in any such available space regardless of when such alternative space becomes available; provided, further, that Landlord shall not be required to observe any instruction given by Tenant about such reletting or accept any tenant offered by Tenant unless such offered tenant has a creditworthiness acceptable to Landlord, leases the entire Leased Premises, agrees to use the Leased Premises in a manner consistent with the Lease and leases the Leased Premises at the same rent, for no more than the current term and on the same other terms and conditions as in this Lease without the expenditure by Landlord for tenant improvements or broker's commissions. In any such case, Landlord may, but shall not be required to, make repairs, alterations and additions in or to the Leased Premises and redecorate the same to the extent Landlord deems necessary or desirable, and Tenant shall, upon demand, pay the cost thereof, together with Landlord's expenses of reletting, including, without limitation, any broker's commission incurred by Landlord. If the consideration collected by Landlord upon any such reletting plus any sums previously collected from Tenant are not sufficient to pay the full amount of all rent, including any amounts treated as additional rent hereunder and other sums reserved in this Lease for the remaining term hereof, together with the costs of repairs, alterations, additions, redecorating, and Landlord's expenses of reletting and the collection of the rent accruing there from (including attorney's fees and broker's commissions), Tenant shall pay to Landlord the amount of such deficiency upon demand and Tenant agrees that Landlord may file suit to recover sums falling due under this section from time to time;

e. Landlord may, at Landlord's option, enter into and upon the Leased Premises, with or without process of law, if Landlord determines in its sole discretion that Tenant is not acting within a commercially reasonable time to maintain, repair or replace anything for which Tenant is responsible hereunder and correct the same, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage resulting there from and Tenant agrees to reimburse Landlord, on demand, as additional rent, for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease;

f. Any and all property which may be removed from the Leased Premises by Landlord pursuant to the authority of the Lease or of law, to which Tenant is or may be entitled, may be handled, removed and stored, as the case may be, by or at the direction of Landlord at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand; any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken by Tenant from storage within thirty (30) days after removal from the Leased Premises shall, at Landlord's option, be deemed conveyed by Tenant to Landlord under this Lease as by a bill of sale without further payment or credit by Landlord to Tenant.

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39. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law (all such remedies being cumulative), nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any

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damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Landlord's acceptance of the payment of rental or other payments hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord in enforcing one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of Landlord's right to enforce any such remedies with respect to such default or any subsequent default. If, on account of any breach or default by Tenant in Tenant's obligations under the terms and conditions of this Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney concerning or to enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any attorney's fees so incurred.

ARTICLE XVI  
Mechanic's and Other Liens

40. Tenant shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Leased Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to Tenant by this Lease. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Leased Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Leased Premises or the improvements thereon and that it will save and hold Landlord harmless from any and all loss, liability, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of the Landlord in the Leased Premises or under the terms of this Lease. Tenant will not permit any mechanic's lien or liens or any other liens which may be imposed by law affecting Landlord's or its mortgagees' interest in the Leased Premises or the Building to be placed upon the Leased Premises or the Building arising out of any action or claimed action by Tenant, and in case of the filing of any such lien Tenant will promptly pay same. If any such lien shall remain in force and effect for twenty (20) days after written notice thereof from Landlord to Tenant, Landlord shall have the right and privilege of paying and discharging the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional rent hereunder due from Tenant to Landlord and shall be paid to Landlord immediately on rendition of bill therefore. Notwithstanding the foregoing, Tenant shall have the right to contest any such lien in good faith and with all due diligence so long as any such contest, or action taken in connection therewith, protects the interest of Landlord and Landlord's mortgagee in the Leased Premises, and Landlord and any such mortgagee are, by the expiration of said twenty (20) day period, furnished such protection, and indemnification against any loss, liability, cost or expense related to any such lien and the contest thereof as are satisfactory to Landlord and any such mortgagee.

ARTICLE XVII  
Notices

41. Each provision of this Lease or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment shall be deemed to be complied with when and if the following steps are taken:

a. All rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Frank Bianco or Deborah Bianco, or to such other entity at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith.

b. Any notice or other document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the continental United States Mail, postage prepaid, certified or registered mail, addressed to the parties hereto at the respective addresses set out below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

LANDLORD:

TENANT:

Deborah & Frank Bianco  
908 West Armitage Avenue  
Chicago, IL 60614-4204  
773-871-4174 (FAX) 773-871-4248

Chuck Eggert & Purelight, Inc.  
2144 Zanker Road  
San Jose, CA 95131

ARTICLE XVIII  
Miscellaneous

42. The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise expressly provided herein. Landlord shall have the right to assign any of its rights and obligations under this Lease and Landlord's grantee or Landlord's successor shall upon such assignment, become "Landlord" hereunder, thereby freeing and relieving the grantor or assignor of all covenants and obligations of "Landlord" hereunder.

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43. Tenant agrees to furnish promptly upon demand, a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization of Tenant to enter into this Lease.

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44. Tenant shall at any time and from time to time within ten (10) days after written request from Landlord execute and deliver to Landlord or any prospective Landlord or mortgagee or prospective mortgagee a sworn and acknowledged estoppel certificate, in form reasonably satisfactory to Landlord and/or Landlord's mortgagee or prospective mortgagee certifying and stating as follows: (i) this Lease has not been modified or amended (or if modified or amended, setting forth such modifications or amendments); (ii) this Lease (as so modified or amended) is in full force and effect (or if not in full force and effect, the reasons therefore); (iii) the Tenant has no offsets or defenses to its performance of the terms and provisions of this Lease, including the payment of rent (or if there are any such defenses or offsets, specifying the same); (iv) Tenant is in possession of the Leased Premises if such be the case; (v) if an assignment of rents or leases has been served upon Tenant

by a mortgagee or prospective mortgagee, Tenant has received such assignment and agrees to be bound by the provisions thereof; and (v) any other accurate statements reasonably required by Landlord or its mortgagee or prospective mortgagee. It is intended that any such statement delivered pursuant to this subsection may be relied upon by any prospective purchaser or mortgagee and their respective successors and assigns. Tenant hereby irrevocably appoints Landlord or if Landlord is a trust, Landlord's beneficiary, as attorney-in-fact for the Tenant with full power and authority to execute and deliver in the name of Tenant such estoppel certificate if Tenant fails to deliver the same within such ten (10) day period and such certificate as signed by Landlord or Landlord's beneficiary, as the case may be, shall be fully binding on Tenant, if Tenant fails to deliver a contrary certificate within five (5) days after receipt by Tenant of a copy of the certificate executed by Landlord or Landlord's beneficiary, as the case may be, on behalf of Tenant. In addition to any other remedy Landlord may have hereunder, Landlord may, at its option, if Tenant does not deliver to Landlord an estoppel certificate as set forth above within fifteen (15) days after Tenant is requested to do so, cancel this Lease effective the last day of the then current month, without incurring any liability on account thereof, and the term hereby granted is expressly limited accordingly.

45. This Lease may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

46. If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances, and it is also the intention of the parties to this Lease that in lieu of each such clause, phrase, provision or portion of this

Lease that is invalid or unenforceable, there be added as a part of this Lease contract a clause, phrase, provision or portion as similar in terms to such invalid or unenforceable clause, phrase, provision or portion as may be possible and be valid and enforceable.

47. If there be more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several.

ARTICLE XIX  
Certain Rights Reserved To The Landlord

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48. The Landlord reserves and may exercise the following rights without affecting Tenant's obligations hereunder:

- a. to change the name or street address of the Building;
- b. to install and maintain a sign or signs on the exterior of the Building;

c. to have access for the Landlord and the other tenants of the Building to any mail chutes located on the Leased Premises according to the rules of the United States Post Office;

d. to retain at all times pass keys to the Leased Premises;

e. to grant to anyone the exclusive right to conduct any particular business or undertaking in the Building;

f. to close the Building other than during regular working hours which shall be 7 days per week, from 8:00 a.m. to 9:00 p.m., excluding legal holidays, and subject, however, to Tenant's right of admittance, under such reasonable regulations as Landlord may prescribe from time to time; and

g. to take any and all measures, including inspections, repairs, alterations, decorations, additions and improvements to the Leased Premises or to the Building, as may be necessary or desirable for the safety, protection or preservation of the Leased Premises or the Building or the Landlord's interests, or as may be necessary or desirable in the operation of the Building.

Upon twenty-four (24) hours prior notice, Landlord may enter upon the Leased Premises and may exercise any or all of the foregoing rights hereby reserved without being deemed guilty of an eviction or disturbance of the Tenant's use or possession and without being liable in any manner to the Tenant and without abatement of rent or affecting any of the Tenant's obligations hereunder to the extent the above does not unreasonably interfere with Tenant's enjoyment.

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The Exhibits, if any, attached hereto shall form part of this Lease as if the same were embodied herein:

EXECUTED the 1st day of JUNE, 2004

TENANT

Prodelight

By: [Signature]

Title: CEO COO

LANDLORD

By: [Signature]

By: [Signature]

GUARANTY

In consideration of the making of the foregoing Lease by and between Lessor and Lessee and for the purpose of inducing Lessor to enter into and make the Lease, the undersigned (if more than one, then jointly and severally), having an interest in the Lessee hereby unconditionally guarantees the payment of rent and any other sums due under the Lease required to be paid by Lessee, and in addition the performance of all terms, conditions, covenants and agreements of the Lease on Lessee's part to be performed, and the undersigned further promise to pay all of Lessor's costs, expenses and reasonable attorney's fees incurred in successfully enforcing the covenants and agreements of the Lessee under the Lease or incurred in enforcing this Guaranty, as well as all damages that Lessor may suffer in consequence of any default or breach under the Lease or this Guaranty.

The undersigned hereby acknowledge full and complete notice and knowledge of all the terms, covenants and conditions of the Lease and agree that whether made with or without notice to the undersigned, Lessor's consent to any assignment or assignments, sublease or subleases and successive assignments or subleases by Lessee or the Lessee's assigns or sublessees, or a change or different use of the leased premises, or any modification or waiver of any rights, liabilities or obligations under the Lease or any extension of the term of the Lease shall in no way or manner release the undersigned from their liability as guarantor, nor constitute a defense to any such liability.

The undersigned agree that Lessor may enforce this Guaranty without first resorting to or exhausting its rights against Lessee and agree that they may be sued separately or concurrently or in the same action with Lessee. This Guaranty shall inure to the benefit of and be enforceable by Lessor, its grantees, successors and assigns and shall be binding upon and enforceable against the undersigned, jointly and severally, their heirs, representatives, successors and assigns.

This Guaranty shall be binding upon and enforceable until the 36<sup>th</sup> month of the Lease term at which point, the Guaranty shall expire and no longer be enforceable by Lessor.

IN WITNESS WHEREOF, the undersigned have caused this Guaranty to be executed this \_\_\_\_\_ day of May 5<sup>th</sup>, 2004.

  
\_\_\_\_\_  
Mr. Chuck Eggert

  
\_\_\_\_\_  
Mr. Jeffrey Freeland





Exhibit "A"

**Rent Abatement:** Tenant's rent shall be abated for the first 45 days of the lease and the thirteenth (13<sup>th</sup>) month of the initial Lease term.

**Option Term:** One Five (5) year option at the then escalated rent under the same terms and conditions of the original Lease.

**Utilities:** Tenant shall be responsible for the cost of natural gas and electricity which shall be separately metered and water which shall be sub-metered or prorated.

**Landlord Construction:** Landlord shall construct the following improvements to the Premises:

- A) Existing floor tile shall be removed and sub floor shall be ready for resilient tile or carpet.
- B) Existing drywall shall be repaired, sanded and ready for paint or wall covering.
- C) New exterior stairway shall be rebuilt prior to Rent Commencement.
- D) Removal of existing light fixtures.

**Signage:** Tenant has the right to place signage on the existing signpost and the South facing wall of the building which shall be no higher than the bottom window sill of the second d floor windows and no lower then the top of the first floor sill. All signage shall have Landlord's written approval, which shall not be unreasonably withheld, and approval of said signage by the Chicago Landmark's Commission.

**Termination Option:** Tenant shall have the right to terminate the Lease after the thirty-sixth (36<sup>th</sup>) month of the lease term, upon four (4) months prior written notice to Landlord with a termination fee equal to three (3) months of the then escalated gross rent.

**Financials:** Purelight, Inc. shall provide two (2) years tax returns as well as a current balance sheet.

**Securitization:** Two (2) months base rent pending review of financials for signator and/or Guarantor.

# **EXHIBIT 2**

**ASSIGNMENT OF AND MODIFICATION TO LEASE AGREEMENT**

THIS ASSIGNMENT OF AND MODIFICATION TO LEASE AGREEMENT (the "**Agreement**") is made and entered into as of September 28, 2007 by and among FRANK BIANCO AND DEBORAH BIANCO (collectively "**Landlord**"), PURELIGHT, INC., d/b/a PURELIGHT MED SPA, a California corporation ("**Assignor**"), and NU U OF LINCOLN PARK, LLC, a Nevada limited liability company ("**Assignee**").

**RECITALS:**

A. Landlord and Assignor entered into a certain Commercial Lease Agreement dated June 1, 2004 (the "**Lease**") pursuant to which Landlord leased to Assignor and Assignor rented from Landlord certain premises comprising approximately 1,850 square feet (the "**Premises**") in the building commonly known as 908 West Armitage Avenue, Chicago, Illinois 60614 (the "**Building**").

B. Chuck Eggert and Jeffrey Freeland (collectively the "**Guarantors**") jointly and severally executed and delivered to Landlord a Guaranty of the Lease (collectively the "**Guaranty**") dated May 5, 2004, which Guaranty is attached to the Lease.

C. The Lease has not been previously assigned by Landlord.

D. Assignor desires to assign, convey and transfer all of its right, title and interest in, to and under the Lease to Assignee.

E. Assignee desires to (i) accept from Assignor the assignment of Assignor's interest under the Lease, (ii) unless otherwise provided for herein, assume all of the obligations of Assignor under the Lease as a direct contractual obligation to Landlord, and (iii) modify certain provisions of the Lease, as more particularly described below.

F. Landlord is willing to consent to (i) the assignment of the Lease from Assignor to Assignee, and (ii) the modifications to the Lease as described below, subject to the terms and conditions contained in this Agreement.

G. All capitalized terms utilized herein and not otherwise defined shall have the meaning subscribed to them in the Lease.

**NOW, THEREFORE**, incorporating the foregoing recitals of fact and for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Landlord, Assignor and Assignee covenant and agree as follows:

1. Assignor hereby assigns, conveys and transfers to Assignee all of Assignor's right, title and interest in, to and under the Lease, and Assignee hereby accepts said assignment and agrees to fully and finally perform, discharge and satisfy, as a direct obligation to Landlord, each and every term, covenant and condition to be performed, discharged, and satisfied by Assignor under the Lease and this Agreement, except as otherwise provided for herein. Assignor acknowledges and agrees that its right to possession of the Premises is terminated by virtue of the assignment of its interest under the Lease as described herein. Specifically, and as provided for herein, Assignee shall have no obligation to cause the Premises to be built and maintained in compliance with any and all codes, and shall have no obligation to correct or cause to be corrected any code violations which may exist in the Premises at any time, in the event the Premises are found not to be in compliance with said codes, unless such violations are or were a result of Assignee's alterations to the Premises made subsequent to February 9, 2007, and were caused by Assignee, its agents or employees.

2. In reliance on the representations and warranties of both Assignor and Assignee as set forth in this Agreement, Landlord hereby consents to the assignment of the Lease as described above; provided, however, that Assignor and Guarantors shall be and remain fully and primarily liable under the terms of the Lease and the Guaranty, respectively, for the full and final performance, discharge and satisfaction of their obligations to cause the Premises to be built and maintained in compliance with (i) paragraph 14 of the Lease, and (ii) all applicable codes. However, such consent by Landlord shall not render unnecessary the consent of Landlord to any subsequent assignment(s) of the Lease. Landlord hereby represents that they have the full authority to enter into this Agreement.

3. Within forty-five (45) days after the date of this Agreement, Assignor or Assignee will pay or cause to be paid to Landlord the sum of Twenty Thousand and 00/100 Dollars (\$20,000.00), in consideration for which Landlord will, upon the execution of this Agreement, release and dismiss with prejudice any and all claims that Landlord has against Assignor under the Lease by executing a release substantially in accordance with the form of release attached hereto as Exhibit A, except that Landlord shall retain all of its claims against Assignor and Guarantors relating solely to the alleged failure of Assignor to construct and maintain the Premises in compliance with (i) paragraph 14 of the Lease, and (ii) all applicable statutes, laws, ordinances, codes and regulations, as alleged in count I of the Corrected Second Amended Complaint filed by Landlord in the United States District Court for the Northern District of Illinois, Eastern Division, Case No. 07 C 1924, known as *FRANK BIANCO AND DEBORAH BIANCO, Plaintiffs, v. PURELIGHT, INC., d/b/a PURELIGHT MED SPA, a California corporation, CHUCK EGGERT and JEFF FREELAND, Defendants.*

4. As a condition to the execution of this Agreement, Landlord will, upon the execution of this Agreement, release and dismiss with prejudice any and all claims that Landlord has or may have against Assignee, Nu U of Chicago, LLC, a Nevada limited liability company, Norman Valine ("Valine") and Eric Moore ("Moore") by executing a release substantially in accordance with the

form of release attached hereto as Exhibit A; and in consideration therefor, Assignor and Assignee will (i) release and dismiss with prejudice any and all claims that Assignor and Assignee may have against Landlord, including but not limited to breach of the Lease, defamation and tortious interference with contract, by executing a release substantially in accordance with the form of release attached hereto as Exhibit A, and (ii) cause Valine and Moore to release and dismiss with prejudice any and all claims that they may have against Landlord, including but not limited to breach of the Lease, defamation and tortious interference with contract, by executing a release substantially in accordance with the form of release attached hereto as Exhibit A.

5. Landlord shall have the right to enforce the obligations of Assignor and/or Guarantors to cause the Premises to be built and maintained in compliance with paragraph 14 of the Lease and all applicable codes, and Landlord will exercise such rights only after obtaining a judgment against Assignor and Guarantors or entering into a settlement of those claims with Assignor and Guarantors. However, Assignee acknowledges and agrees that Landlord will have no obligation to correct or cause any code violations to be corrected prior to the time Landlord has resolved its code related claims against Guarantors, unless Landlord is required to do so pursuant to an order issued by any governmental authority having proper jurisdiction over the Premises requiring the correction of such building code violations. In such event, Landlord shall use reasonable diligence to comply with any and all said orders of any governmental authority relating to code violations which Landlord is required to correct pursuant to this paragraph 5, and Landlord shall indemnify and hold Assignee harmless from and against any and all fines, penalties, costs and expenses, including reasonable attorneys' fees, as a result of any action and/or proceeding brought against Assignee by any governmental authority. In any event, any correction or curing of code violations will be performed at Landlord's sole expense (i) in a manner designed to minimize any unreasonable disruption of Assignee's business, and (ii) if possible, following the end of the extended term of the Lease. Assignor and Assignee covenant and agree not to allege nor file any claims against Landlord for disruption resulting from code corrections so long as such corrections are done in the manner set forth in this paragraph. It is expressly understood and acknowledged that Assignee shall have no obligation to correct or cure the condition of the Premises so that the Premises are in compliance with all existing codes (unless such noncompliance is a result of Assignee's alterations to the Premises made subsequent to February 9, 2007 and was caused by Assignee, its agents or employees), and Assignee shall have no obligation to maintain the Premises in such compliant condition.

6. Paragraph 2 of the Lease is amended to provide that the term of the Lease is further extended for five (5) additional years, and the expiration date of the Lease will be May 31, 2014.

7. Paragraph 7 of the Lease is amended to provide that from and after October 1, 2007, Assignee will pay Base Rent to Landlord in the following amounts:

<u>Period</u>	<u>Monthly Base Rent</u>
10/1/07 - 5/31/08	\$10,000.00
6/1/08 - 5/31/09	\$10,300.00
6/1/09 - 5/31/10	\$10,609.00
6/1/10 - 5/31/11	\$10,927.27
6/1/11 - 5/31/12	\$11,255.09
6/1/12 - 5/31/13	\$11,592.74
6/1/13 - 5/31/14	\$11,940.52

8. Paragraph 8 of the Lease is amended by modifying the third sentence to provide that any sums not paid to Landlord within five (5) days after the date when due shall bear interest at the rate of twelve percent (12%) per annum from the due date until paid.

9. Paragraph 9 of the Lease is amended to provide that the Security Deposit in the amount of Twelve Thousand and 00/100 Dollars (\$12,000.00) being held by Landlord is hereby transferred to the account of Assignee, and Assignor hereby consents to such transfer as part of this Agreement and waives any claims or rights, whether past, present or future, to all or any part of such Security Deposit. The Security Deposit shall be held by Landlord in accordance with the terms of the Lease and this Agreement and will not be applied to the cost of correcting any building code violations pertaining to the Building. In addition, the penultimate sentence shall be modified to provide that so long as Landlord has determined that all of Assignee's obligations under the Lease and this Agreement have been fulfilled, Landlord will, within thirty (30) days after the end of the extended term of the Lease, return to Assignee the portion of the Security Deposit which was not applied to satisfy any of Assignee's obligations.

10. Paragraph 13 of the Lease is amended to provide that if and to the extent the Premises become "Untenantable" (as defined below) due to an interruption of service which is within Landlord's reasonable control and the Premises remain Untenantable for at least five (5) consecutive days, then Base Rent and all other charges will abate commencing on the sixth (6<sup>th</sup>) day after such interruption of service occurred and continue to abate until the interrupted service is restored. For purposes of this paragraph, "Untenantable" means that the Premises or an affected portion thereof cannot be occupied by Assignee in the normal course of its business.

11. Paragraph 14 of the Lease is amended to provide that Assignee has no obligation to make any alterations to the Premises, correct or cure the alleged building code violations either now existing or hereafter existing (unless such violations are or were a result of Assignee's alterations to the Premises made subsequent to February 9, 2007, and were caused by Assignee, its agents or employees), or to maintain the Premises in a condition wherein the Premises are in compliance with any and all relevant municipal codes, and no alterations, physical additions or improvements in or to the Premises may be made without Landlord's prior written consent, which consent will not be

unreasonably withheld. However, Landlord may withhold its consent to any alteration or addition that could affect the Building's structure or its HVAC, plumbing, electrical or mechanical systems. In the event Assignee desires to make any alterations, additions or improvements to the Premises, all such alterations, additions and improvements installed in the Premises must be (i) performed at Assignee's expense and only in accordance with plans and specifications which have been previously submitted to and approved in writing by Landlord, and (ii) constructed, maintained and used by Assignee at its own risk and expense in accordance with all laws. Landlord's approval of the plans and specifications is not a representation by Landlord that such alterations, additions, or improvements comply with any laws. Assignee further agrees that it will remove or cause its contractor(s) to remove all waste and debris from the Premises upon the completion of any alterations, additions or improvements.

12. Paragraph 16 of the Lease is amended to provide that Landlord will provide heat to the Premises during weekend days.

13. Paragraph 17 of the Lease is amended to provide that Assignee will dispose of all garbage and medical waste in strict accordance with all applicable statutes, laws, ordinances, codes, rules and regulations. In the event Assignee fails to comply with the requirements of the foregoing sentence, Landlord shall give written notice of such failure to Assignee reasonably delineating the nature of the waste and garbage which was discarded in violation of the Lease, including the approximate time and date of said incident, and Assignee shall have ten (10) business days after the date of Landlord's notice to cure such failure before such failure is deemed to be an event of default under the Lease. All notices by Landlord to Assignee of the alleged improper discarding of garbage and/or medical waste shall be given within five (5) days after Landlord learns of the alleged incident, or it shall be conclusively presumed that the alleged incident has been satisfactorily cured, and no consequence therefrom shall attach. Landlord agrees not to take any other action, including but not limited to the filing of any complaints and/or reports, with any governmental authorities regarding the alleged violation of this paragraph 13, until the procedure set forth herein has been fully exhausted. Landlord further acknowledges that all matters between Landlord, Assignor and Assignee, and any and all related entities and persons, with respect to the disposal of garbage and medical waste have been satisfactorily resolved as of the date of this Agreement, and that Landlord will fully cooperate with Assignor, Assignee or any related entities and/or persons in having all pending governmental charges and investigations dismissed or satisfactorily resolved with regard to any conduct predating or of even date with this Agreement.

14. Paragraph 18 of the Lease is amended to provide that Assignee's use of the Premises may also include the sale of any products related to salon spa services.

15. Paragraph 20 of the Lease is amended to provide that in the event Assignee desires to install any new signage in the Premises or on the Building, such signage must be approved in advance and in writing by both Landlord and The Chicago Landmark Committee. Assignee will be

solely responsible for seeking the approval of The Chicago Landmark Committee with respect to any proposed signage. All signs must be professionally designed and prepared and must conform to all applicable statutes, laws, ordinances, codes, rules, regulations and/or requirements of all applicable governmental and quasi-governmental authorities. Landlord hereby recognizes that the current signage needs to be changed to reflect Assignee's name and logo. Landlord will promptly review and reasonably approve any proposed signage proffered by Assignee, provided that the new signage shall comply at all times with all existing laws, and any and all required governmental approvals shall be obtained by Assignee at its sole cost.

16. Paragraph 25 of the Lease is amended as follows:

a. Landlord will not unreasonably withhold, condition or delay its consent to a proposed assignment or sublease by Assignee. However, Assignee agrees that Landlord shall not be deemed to have unreasonably withheld its consent if, in Landlord's reasonable judgment, (a) the proposed assignee or subtenant is of a character or engaged in a business which is not in keeping with the standards of Landlord for the Building, (b) the purposes for which the proposed assignee or subtenant intends to use the Premises materially differs from the permitted use of the Premises as set forth in paragraph 18 of the Lease, (c) the proposed assignee or subtenant is not sufficiently creditworthy, (d) such sublease or assignment would violate any covenant or agreement of Landlord involving the Building, including, without limitation, any other existing lease in the Building, (e) the proposed use or occupancy of the Premises by the proposed assignee or subtenant would violate any applicable law, impose any obligation upon Landlord under any applicable law or increase Landlord's obligations under or the cost of compliance with any laws, (f) the Premises or the remaining balance of the Premises, if any, is not regular in shape with appropriate means of ingress and egress and suitable for normal renting purposes, (g) the proposed use or occupancy of the Premises by the proposed assignee or subtenant would significantly increase the pedestrian traffic in and out of the Building, (h) the proposed assignee or subtenant is a governmental unit (or subdivision or agency thereof) or a present occupant of or negotiating for space in the Building, (i) there is then in existence any sublease of all or any part of the Premises, or (j) Assignee is in default under the Lease.

b. If Assignee desires to assign the Lease or enter into any sublease of the Premises, Assignee shall deliver notice of such intent to Landlord at least thirty (30) days prior to the effective date of the proposed assignment or commencement date of the term of the proposed sublease, together with a copy of the proposed assignment or sublease and any other information which Landlord reasonably requires. If not previously delivered, a copy of the proposed assignment or sublease shall be delivered to Landlord at least ten (10) days prior to the effective date of the assignment or the commencement date of the sublease, as the case may be, and shall be subject to Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed. Assignee shall reimburse Landlord on demand for all reasonable out-of-pocket expenses, including reasonable attorneys' fees not to exceed \$1,000.00, and fees of architects, engineers and other professionals if

required, incurred by Landlord in connection with the proposed assignment or sublease, whether or not Landlord consents to such assignment or sublease. Any assignee of the Lease shall assume the obligations of Assignee under the Lease by entering into an agreement reasonably satisfactory to Landlord. Any sublease shall be expressly subject to the terms and conditions of the Lease, and at Landlord's request, the subtenant shall execute an agreement reasonably satisfactory to Landlord to attorn to Landlord. Assignee shall pay to Landlord on the first day of each month during the term of any sublease, fifty percent (50%) of the excess of all rent and other consideration due from the subtenant for any month over the Monthly Base Rent due under the Lease for such month to the subleased space after deducting the costs of any tenant improvements, tenant concessions, marketing expenses and/or brokerage commissions incurred by Assignee. Similarly, Assignee shall pay to Landlord fifty percent (50%) of all consideration due to Assignee on account of each assignment when due from the assignee after deducting the costs of any tenant improvements, tenant concessions, marketing expenses and/or brokerage commissions incurred by Assignee. In the event of any sublease or assignment, Assignee shall not be released or discharged from any liability, whether past, present or future, under the Lease, including any extended term of the Lease.

c. Notwithstanding anything to the contrary set forth above, Assignee shall not be obligated to obtain Landlord's consent in the event of a transfer of less than fifty percent (50%) of the membership interests in Assignee.

17. Paragraph 32 of the Lease is amended as follows:

a. The word "gross" in the last line of the first subparagraph is hereby deleted.

b. During the term and extended term of the Lease, Landlord will cause the Building to be insured with property damage insurance coverage in commercially reasonable amounts from time to time, and Landlord will maintain commercial general liability insurance in such amounts and coverages customarily carried by owners of similar type retail buildings in the Lincoln Park neighborhood of Chicago, Illinois.

c. Except to the extent such loss is covered by Landlord's or Assignee's applicable insurance or would have been covered by the insurance which Landlord or Assignee is required to maintain under the Lease, Landlord shall defend, indemnify and hold Assignee, its members, managers and employees harmless from and against any and all obligations liabilities, costs, damages, claims and expenses of any nature arising from injury to persons or damage to property on or about the Premises or the Building arising out of or in connection with (i) Landlord's failure to perform its obligations under the Lease, or (ii) the negligence or willful misconduct of Landlord, its agents, contractors, servants, employees or invitees during the term or extended term, except to the extent such loss was caused by the negligence of Assignee, its employees or any affiliate of Assignee.

18. Paragraph 36 of the Lease is amended by modifying subsection (iii) to provide that in the event of a holdover by Assignee, Assignee shall pay to Landlord, in addition to all other sums which are to be paid by Assignee under the Lease, whether or not as additional rent, 150% of the rental being paid monthly to Landlord under the Lease immediately prior to such termination.

19. Paragraph 37 of the Lease is amended as follows:

a. Subparagraph 37(e) is modified by deleting "twenty (20) days" in the last line and substituting "thirty (30) days" in its place.

b. Subparagraph 37(g) is modified by deleting "thirty (30) days" in the fifth line and substituting "sixty (60) days" in its place.

20. Paragraph 38 of the Lease is amended as follows:

a. Subparagraph 38(b) is modified by deleting the words "or without" in the fourth line.

b. Subparagraph 38(d)(ii) is modified to provide that Landlord will use commercially reasonable efforts to mitigate damages arising from a default or breach of the Lease by Assignee.

c. Subparagraph 38(e) is modified by deleting the words "or without" in the first line.

21. Paragraph 41 of the Lease is amended by modifying subparagraph 41(b) to provide that any notices or demands required to be given to the tenant under the Lease shall be sent to Assignee at the Premises.

22. In the event Landlord or Assignee is required to bring an action arising out of the covenants, terms, conditions or provisions of the Lease or this Agreement, or if Landlord undertakes an action for summary proceedings to recover possession of the Premises, the prevailing party will be reimbursed by the other party for such reasonable costs and attorneys' fees as the prevailing party may incur in connection with such action.

23. This Agreement may be executed in several counterparts, each of which can be fully effective as an original all of which together shall constitute one and the same instrument.

24. The parties hereto have undertaken a complete and independent evaluation of the risks inherent in the execution of this Agreement, the acceptance of the assignment of the Lease set forth in this Agreement, the physical condition of the Premises, and the operation of the Premises for the use permitted under the Lease. Based solely upon said independent evaluation, the parties hereto have elected to enter into this Agreement and accept and agree to all of the terms and conditions set forth herein.

25. By entering into this Agreement, the parties acknowledge and agree that they are not relying upon, nor are they entitled to rely upon, any statement, fact, promise or representation (whether express or implied, written or oral) not specifically set forth in the Lease or this Agreement.

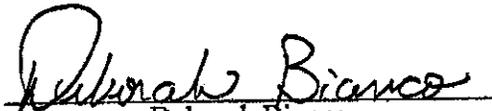
26. Landlord, Assignor and Assignee represent and warrant to each other that they have read and understand this Agreement with the releases and indemnification provisions, that they have had the legal effect of this Agreement explained by competent legal counsel of that party's own choice, and that they are executing this Agreement of their own free will.

27. This Agreement is governed by the laws of the State of Illinois, and any lawsuit filed in connection with the Lease or this Agreement must be filed in Cook County, Illinois.

IN WITNESS WHEREOF, the parties have executed this Assignment of and Modification to Lease Agreement as of the date first stated above.

LANDLORD:

  
Frank Bianco

  
Deborah Bianco

ASSIGNOR:

PURELIGHT, INC., d/b/a PURELIGHT  
MED SPA, a California corporation

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

ASSIGNEE:

NU U OF LINCOLN PARK, LLC,  
a Nevada limited liability company

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

**MUTUAL RELEASE**

This Mutual Release, entered into by Frank Bianco, Deborah Bianco, Purelight, Inc., d/b/a Purelight Med Spa, a California corporation ("Purelight"), Norman Valine, Eric Moore, Nu U of Chicago, LLC, a Nevada limited liability company and Nu U of Lincoln Park, LLC, a Nevada limited liability company ("Nu U Lincoln Park") is intended by the undersigned to extinguish all obligations and liability to the other as hereinafter set forth other than the Biancos claims against Purelight, Chuck Eggert and Jeff Freeland regarding building code violations and defective construction of the alterations Purelight made to the premises it leases from the Biancos (the "Leased Premises"), as alleged in Count I of the Corrected Second Amended Complaint filed by the Biancos in the United States District Court for the Northern District of Illinois, Eastern Division, Case No. 07 C 1924, known as *FRANK BIANCO AND DEBORAH BIANCO, Plaintiffs, v. PURELIGHT, INC., d/b/a PURELIGHT MED SPA, a California corporation, CHUCK EGGERT and JEFF FREELAND, Defendants* (hereinafter the "Lawsuit").

However, with exception of the Biancos's claims regarding defective construction of the alterations by Purelight to the Leased Premises, this Release is intended by the undersigned to extinguish all liability and claims arising between the parties hereto and in any manner related to disputes which have arisen between the undersigned in regard to the claims, counter-claims or third-party claims made, which they have sought to make, or could make in the Lawsuit. The undersigned execute this Mutual Release to settle all disputes relating to the facts alleged in the Complaint, Counter-Claims or Third Party Complaints in the Lawsuit by them or which could have been raised by them with finality, except for the dispute between the Biancos and Purelight, Chuck Eggert and Jeff Freeland regarding building code violations and defective construction of

Purelight's alterations to the Leased Premises as alleged in Count I of the Corrected Second Amended Complaint in the Lawsuit ( the "Purelight Claim").

In consideration of (a) the payment of a total of \$20,000 by Purelight and/or Nu U Lincoln Park to the Biancos; (b) the other obligations and agreements exchanged by the parties pursuant to their Settlement Agreement and the Exhibits theretoto which this Mutual Release is an Exhibit; (c) and mutual relinquishment of each of the parties' legal rights for themselves and/or itself and each of the undersigned's agents, attorneys, successors and assigns, the undersigned, with regard to all claims other than the Purelight Claim, expressly release each other, and their agents, attorneys, successors and assigns from any and all claims, demands, actions and cause of action, proceedings, suits at law or in equity, which they now have or may hereinafter have in connection with, occurring out of or in any way concerned with or predicated upon any matter, occurrence, transaction or thing heretofore or presently existing or occurring, including but without in any way derogating from the generality of the foregoing: any and all claims, demands, actions or causes of action, proceedings and suits at law or in equity arising out of the facts and claims alleged in the Lawsuit including but not limited to the Complaint, Counter-Claim and proposed Third-Party Complaint.

This Mutual Release does not act to release the Purelight Claim as defined above and as alleged in Count I of the Corrected Second Amended Complaint in the Lawsuit.

The undersigned all knowingly enter into this Release, and have had the opportunity to and have been advised by their own legal counsel before entering into this Release.

This Release is governed by the Laws of the State of Illinois.

It is understood that the aforementioned consideration is not an admission of liability by any of the undersigned or their agents, but is made in a compromise of disputed claims, and that liability as to any claim made against them is expressly denied by the undersigned.

This Mutual Release contains the entire agreement between the parties and the terms of this Mutual Release are contractual and not mere recital. The undersigned have CAREFULLY READ this Mutual Release, fully understand it, and sign this as the free and voluntary act of the undersigned.

ACCEPTED AND APPROVED:

\_\_\_\_\_  
Frank Bianco

\_\_\_\_\_  
Deborah Bianco

\_\_\_\_\_  
Norman Valine

\_\_\_\_\_  
Eric Moore

PURELIGHT, INC., d/b/a PURELIGHT MED SPA

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

NU U OF CHICAGO, LLC

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

NU U OF LINCOLN PARK, LLC

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

# **EXHIBIT 3**

## NU U OF LINCOLN PARK, LLC

Business Entity Information			
Status:	Dissolved	File Date:	1/30/2007
Type:	Domestic Limited-Liability Company	Entity Number:	E0059602007-2
Qualifying State:	NV	List of Officers Due:	1/31/2011
Managed By:	Managers	Expiration Date:	
NV Business ID:	NV20071626411	Business License Exp:	1/31/2011

Registered Agent Information
Registered Agent resigned

Financial Information	
No Par Share Count: 0	Capital Amount: \$ 0
No stock records found for this company	

Officers		<input checked="" type="checkbox"/> Include Inactive Officers	
Manager - NU U OF CHICAGO, LLC			
Address 1:	285 E WARM SPRINGS #104	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89119	Country:	
Status:	Active	Email:	
Manager - NU U OF CHICAGO, LLC			
Address 1:	285 E WARM SPRINGS #104	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89119	Country:	
Status:	Historical	Email:	

Actions\Amendments			
Action Type:	Articles of Organization	# of Pages:	5
Document Number:	20070062364-50	Effective Date:	
File Date:	1/30/2007	(No notes for this action)	
Action Type:	Initial List	# of Pages:	1
Document Number:	20070101770-15	Effective Date:	
File Date:	2/12/2007	(No notes for this action)	
Action Type:	Annual List	# of Pages:	1
Document Number:	20070883093-70	Effective Date:	
File Date:	12/24/2007	(No notes for this action)	
Action Type:	Annual List	# of Pages:	1
Document Number:	20090323196-95	Effective Date:	
File Date:	3/31/2009	(No notes for this action)	
09-10			

<b>Action Type:</b>	<b>Annual List</b>		
<b>Document Number:</b>	<b>20100087212-13</b>	<b># of Pages:</b>	<b>1</b>
<b>File Date:</b>	<b>1/29/2010</b>	<b>Effective Date:</b>	
<b>10-2011</b>			
<b>Action Type:</b>	<b>Dissolution</b>		
<b>Document Number:</b>	<b>20100609398-28</b>	<b># of Pages:</b>	<b>1</b>
<b>File Date:</b>	<b>7/19/2010</b>	<b>Effective Date:</b>	
<b>(No notes for this action)</b>			
<b>Action Type:</b>	<b>Commercial Registered Agent Resignation</b>		
<b>Document Number:</b>	<b>20100545233-85</b>	<b># of Pages:</b>	<b>2</b>
<b>File Date:</b>	<b>7/19/2010</b>	<b>Effective Date:</b>	
<b>(No notes for this action)</b>			

# **EXHIBIT 4**

## LANDLORD'S FIVE DAYS' NOTICE

**TO:** Nu U Med Spa of Lincoln Park  
Norm Valine, Dan Orozco, and Laura Rowsey  
908 W Armitage Ave  
Chicago, IL 60614

You are hereby notified that there is now due the undersigned landlord the sum of Eleven thousand two hundred eight nine dollars & eighty five cents. (\$11,289.85) being the rent past due as of January 1<sup>st</sup>, 2010 plus 12% interest @ \$32.98 per day up to and including January 19th, 2010 in accordance with the Lease, Article II paragraph 8 and Article XV with respect to the premises situated in the City of Chicago, County of Cook and the State of Illinois, described as follows, to wit:

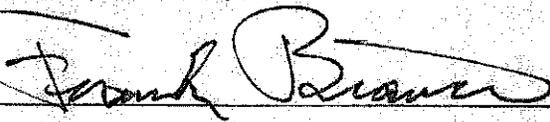
908 W Armitage Ave  
Chicago, IL 60614  
1<sup>st</sup> floor Store unit

And you are further notified that payment of said sum due has been and is hereby demanded of you, and that unless payment thereof is made on or before the expiration of five days after service of this notice your lease of said premises will be terminated.

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

Dated this 19th day of January, 2010

Landlord:



By Agent/Attorney \_\_\_\_\_

**AFFIDAVIT OF SERVICE**

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

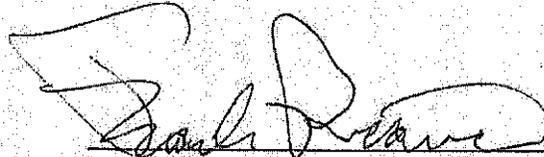
FRANK BIANCO, being duly sworn, on oath deposes and says that on the 19th day of January 2010, he served the within notice on the tenant named therein, as follows:

By delivering a copy thereof to the within tenant, Nu U Med Spa of Lincoln Park

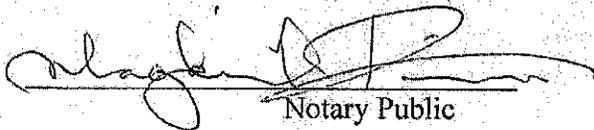
By delivering a copy thereof to MEXICA MARTINEZ, a person above the age of thirteen years, residing on, or in charge of the within described premises.

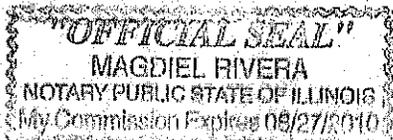
By sending a copy thereof to said tenant by (certified)-(registered) mail with request for return of receipt from the addressee.

By posting a copy thereof on the main door of the within described premises, no one being in actual possession thereof.

  
\_\_\_\_\_  
Landlord or Agent

Subscribed and sworn to before me this 2010 <sup>year</sup>  
19<sup>th</sup> day of January, 2009

  
\_\_\_\_\_  
Notary Public



# **EXHIBIT 5**

## LANDLORD'S FIVE DAYS' NOTICE

**TO:** Nu U Med Spa of Lincoln Park  
Norm Valine, Dan Orozco, and Laura Rowsey  
908 W Armitage Ave  
Chicago, IL 60614

You are hereby notified that there is now due the undersigned landlord the sum of Eleven thousand nine hundred fifty four dollars & eighty forty two cents. (\$11,954.42) being the rent past due as of February 1<sup>st</sup>, 2010 plus 12% interest @ \$32.98 per day up to and including January 14th, 2010 in accordance with the Lease, Article II paragraph 8 and Article XV with respect to the premises situated in the City of Chicago, County of Cook and the State of Illinois, described as follows, to wit:

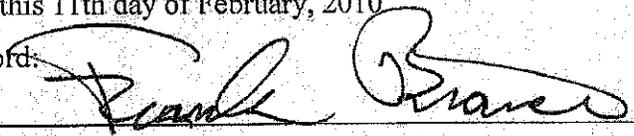
908 W Armitage Ave  
Chicago, IL 60614  
1<sup>st</sup> floor Store unit

And you are further notified that payment of said sum due has been and is hereby demanded of you, and that unless payment thereof is made on or before the expiration of five days after service of this notice your lease of said premises will be terminated.

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

Dated this 11th day of February, 2010

Landlord:

  
\_\_\_\_\_  
By Agent/Attorney \_\_\_\_\_

**AFFIDAVIT OF SERVICE**

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

FRANK BIANCO, being duly sworn, on oath deposes and says that on the 11th day of February 2010, he served the within notice on the tenant named therein, as follows:

By delivering a copy thereof to the within tenant, Nu U Med Spa of Lincoln Park

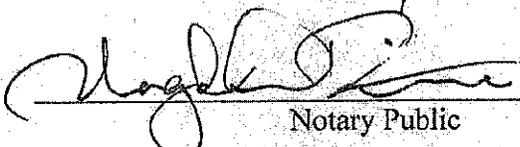
By delivering a copy thereof to MONICA MARTINEZ, a person above the age of thirteen years, residing on, or in charge of the within described premises.

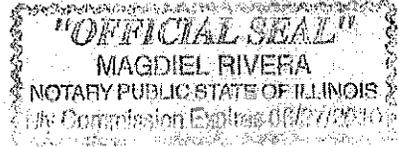
By sending a copy thereof to said tenant by (certified)-(registered) mail with request for return of receipt from the addressee.

By posting a copy thereof on the main door of the within described premises, no one being in actual possession thereof.

  
Landlord or Agent

Subscribed and sworn to before me this  
11<sup>th</sup> day of February, 2009

  
Notary Public



# **EXHIBIT 6**

## LANDLORD'S FIVE DAYS' NOTICE

**TO:** Nu U Med Spa of Lincoln Park  
Norm Valine, Dan Orozco, and Laura Rowsey  
908 W Armitage Ave  
Chicago, IL 60614

You are hereby notified that there is now due the undersigned landlord the sum of Eleven thousand nine hundred forty six dollars & forty seven cents. (\$11,946.47) being the rent past due as of March 1<sup>st</sup>, 2010 plus 12% interest @ \$33.10 per day up to and including March 12th, 2010 in accordance with the Lease, Article II paragraph 8 and Article XV with respect to the premises situated in the City of Chicago, County of Cook and the State of Illinois, described as follows, to wit:

**908 W Armitage Ave  
Chicago, IL 60614  
1<sup>st</sup> floor Store unit**

And you are further notified that payment of said sum due has been and is hereby demanded of you, and that unless payment thereof is made on or before the expiration of five days after service of this notice your lease of said premises will be terminated.

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

Dated this 10th day of March, 2010

Landlord:

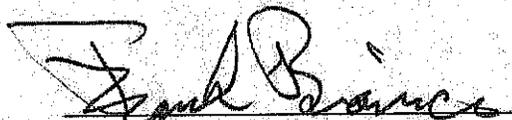
  
\_\_\_\_\_  
By Agent/Attorney \_\_\_\_\_

**AFFIDAVIT OF SERVICE**

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

FRANK BIANCO, being duly sworn, on oath deposes and says that on the 10th day of March 2010, he served the within notice on the tenant named therein, as follows:

- By delivering a copy thereof to the within tenant, Nu U Med Spa of Lincoln Park
- By delivering a copy thereof to Vanessa Berwick, a person above the age of thirteen years, residing on, or in charge of the within described premises.
- By sending a copy thereof to said tenant by (certified)-(registered) mail with request for return of receipt from the addressee.
- By posting a copy thereof on the main door of the within described premises, no one being in actual possession thereof.

  
Landlord or Agent

Subscribed and sworn to before me this  
10<sup>th</sup> day of March, 2010

  
Notary Public



# **EXHIBIT 7**

## LANDLORD'S FIVE DAYS' NOTICE

**TO:** Nu U Med Spa of Lincoln Park (DBA Axiology Aesthetics)  
Norm Valine & John Keighley  
Nu U Medspa Corporate Office  
285 E Warm Spring Rd Ste. 105  
Las Vegas, NV 89119

You are hereby notified that there is due the undersigned landlord the sum of The Rent Taxes, & Utilities due June 1<sup>st</sup>, 2011 = \$12,463.83. This amount is now past due as of June 5<sup>th</sup>, 2011 and now includes a 5% late penalty of \$623.19, adjusting the total amount due to \$13,087.02. Also due is 12% interest on all past due balances = \$38.76 per day up to and including the date of this notice, June 22<sup>nd</sup>, 2011.

As of June 22<sup>nd</sup>, 2011 including rent, penalties and interest, the total due the undersigned landlord is the sum of \$13,895.74. In accordance with the Lease, Article II paragraph 8 and Article XV with respect to the premises situated in the City of Chicago, County of Cook and the State of Illinois, described as follows, to wit:

908 W Armitage Ave  
Chicago, IL 60614  
1<sup>st</sup> floor Store unit

And you are further notified that payment of said sum due has been and is hereby demanded of you, and that unless payment thereof is made on or before the expiration of five days after service of this notice your lease of said premises will be terminated.

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

Dated this 22nd day of June, 2011

Landlord:

Frank Bianco

By Agent/Attorney \_\_\_\_\_

**AFFIDAVIT OF SERVICE**

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

FRANK BIANCO, being duly sworn, on oath deposes and says that on the 22nd day of June, 2011, he served the within notice on the tenant named therein, as follows:

By delivering a copy thereof to the within tenant, Nu U Med Spa of Lincoln Park (DBA Axiology Aesthetics)

By delivering a copy thereof to Monica Martinez, a person above the age of thirteen years, residing on, or in charge of the within described premises.

By sending a copy thereof to said tenant by (certified)-(registered) mail with request for return of receipt from the addressee.

By posting a copy thereof on the main door of the within described premises, no one being in actual possession thereof.

Frank Bianco  
Landlord or Agent

Subscribed and sworn to before me this 22nd Day of June, 2011

Jill Valentine  
Notary Public



# **EXHIBIT 8**

**Deb & Frank Joint, \*0763**

All transactions for the last 30 days

Date	Number	Description	Withdrawals	Deposits	Balance
07/15/2011		PREAUTHORIZED CREDIT CCC PAYROLL DIR DEP 110715 In-process		1,622.20	3,176.38
07/13/2011		SERVICE CHARGE RETURN ITEM-CHRGBA	15.00		1,554.18
* 07/13/2011	5001	RETURN ITEM-CHRGBACK NSF - AXIOLOGY 204	14,000.00		1,569.18
07/12/2011		PREAUTHORIZED WD MBFS.COM AUTO PAY 110712	875.01		15,569.18
07/11/2011	5196	ECP INCLEARING CHECK	265.65		16,444.19
07/11/2011	5195	ELECTRONIFIED CHECK STATE FARM RO 08 PYMT 110711 5195	548.64		16,709.84
07/11/2011		PREAUTHORIZED WD LOANSERVICING ONDEMAND 110711	1,294.08		17,258.48
07/11/2011		ATM WITHDRAWAL CASH WITHDRAWAL TERMINAL T487015 1970 NORTH HALSTED AVE CHICAGO IL 07-10-11 2:44 PM SEQ # 8354	300.00		18,552.56
07/11/2011		DEPOSIT		14,000.00	18,852.56
07/08/2011		PREAUTHORIZED WD COMMONWEALTH ED ONLINE PMT 110708	344.54		4,852.56
07/07/2011		SERVICE CHARGE RETURN ITEM-CHRGBA	15.00		5,197.10
* 07/07/2011	5000	RETURN ITEM-CHRGBACK NSF - AXIOLOGY 204	7,000.00		5,212.10
07/06/2011		ATM WITHDRAWAL CASH WITHDRAWAL TERMINAL T487015 1970 NORTH HALSTED AVE CHICAGO IL 07-06-11 10:29 AM SEQ # 8232	200.00		12,212.10
07/05/2011		PREAUTHORIZED WD DISNEY INS PREM 110705	249.60		12,412.10
07/05/2011		DEPOSIT		1,500.00	12,661.70
07/05/2011		DEPOSIT		7,000.00	11,161.70
07/01/2011		ATM WITHDRAWAL CASH WITHDRAWAL TERMINAL T487015 1970 NORTH HALSTED AVE CHICAGO IL 06-30-11 5:12 PM SEQ # 8135	300.00		4,161.70
07/01/2011		PREAUTHORIZED CREDIT DGA-PENSION PLAN PENSION 110701		2,040.00	4,461.70
06/30/2011		PREAUTHORIZED CREDIT CCC PAYROLL DIR DEP 110630		1,622.22	2,421.70
06/29/2011		ATM WITHDRAWAL CASH WITHDRAWAL	300.00		799.48

**BRIDGEVIEW BANK GROUP**  
A Better Banking Experience®

BRIDGEVIEW BANK GROUP  
1970 N HALSTED ST  
CHICAGO IL 60614

PAGE: 1  
DATE OF TRANSACTIONS: JUL 7, 2011  
ACCOUNT NUMBER: 0010600763

FOR PERSONAL ASSISTANCE CALL:  
1-800-794-2070

FRANK BIANCO  
DEBORAH J BIANCO  
908 W ARMITAGE AVE  
CHICAGO IL 60614-4204

**CONFIRMATION OF TRANSACTION NOTICE**

THE FOLLOWING TRANSACTIONS WERE POSTED TO YOUR ACCOUNT  
ON 07-07-11 FOR THE AMOUNT SHOWN:

DESCRIPTION	AMOUNT
RETURN ITEM CHARGEBACK NSF - AXIOLOGY 204	7,000.00

\*071000301\*  
07/07/2011  
6114673258

This is a LEGAL COPY of  
your check. You can use it  
the same way you would  
use the original check.

RETURN REASON - A  
NOT SUFFICIENT  
FUNDS

07/07/2011 1102/50/20 695261200  
00050000201000090

**NSF**

WARNING: THIS DOCUMENT HAS SECURITY FEATURES IN THE PAPER

Axiology 204  
285 E Warm Spring Sts 104  
Las Vegas NV 89119

UJS Bank  
600 E Warm Springs Rd Ste 105  
Las Vegas NV 89119

90-1162/12223 4163

5000

07/01/2011

\*\*7,000.00

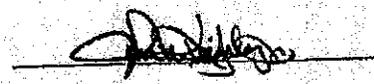
DOLLARS

Pay to the Order of Frank Bianco

Seven thousand and 00/100

Frank Bianco

Memo:



⑈5000⑈ ⑆121201694⑆ 153754578216⑈

⑈5000⑈

⑆121201694⑆

153754578216⑈

⑈000070000⑈

