

**SIGN FACE(S) LEASE AGREEMENT**  
**WITH STORE OWNER**

THIS AGREEMENT is made this day \_\_\_\_\_, \_\_\_\_\_, by and between IGA Leasing Company, Inc., Delaware corporation, having its principal place of business in Chicago, Illinois (hereafter called "Lessor") and \_\_\_\_\_  
\_\_\_\_\_ having a place of business in \_\_\_\_\_  
(hereafter called "Lessee").

Preambles. Lessee is a retail grocery store operating as an IGA Store under a license (the "License") from IGA USA, INC. ("IGA USA"). Pursuant to the License, Lessee will purchase one or more signs for the IGA Store to be operated by Lessee (the "Store"), consisting of a sign box or other structure. Each such sign shall have a sign face(s) that will contain one or more of the trademarks: "IGA," "IGA in an oval design" and "HOMETOWN PROUD" ("IGA Trademarks").

1. Acquisition of Sign Faces. Lessee agrees that in conjunction with its purchase of the sign(s) for the Store, it will purchase for each such sign, a sign face containing one or more of the IGA Trademarks that complies with the IGA USA specifications and standards for IGA Store sign faces. Lessor and Lessee acknowledge and agree that each such purchase of a sign face for the Store shall be made by Lessee on behalf of Lessor and that Lessor will own each such sign face. Lessee further agrees to cause each such sign face to be affixed to the sign boxes or other structures installed on the exterior of the building that contains the Store or elsewhere on the real property at which the Store is located (the "Premises").

2. Grant. In consideration of the rents, terms and covenants to be performed and observed by Lessee, as hereafter set forth, Lessor rents to Lessee, and Lessee rents from Lessor, the signs face(s) described on Exhibit A hereto (hereafter referred to as the "Sign Face(s)"). The Sign Face(s) may be used only at the Premises.

3. Term. The term of this Lease shall commence on the date of the License and shall terminate on the date of termination of the License.

4. Rent. Lessee acknowledges and agrees that the payment made by Lessee for each Sign Face to be affixed to a sign(s) on the Premises shall, for the purposes of this Lease Agreement, be deemed to be Five Hundred Dollars (\$500). Lessor and Lessee acknowledge and agree that the amount of Five Hundred Dollars (\$500) for each Sign Face shall be the one time rental payment to be made by Lessee to Lessor for each Sign Face for the term of this Lease Agreement.

5. Ownership of Sign Faces. Lessee acknowledges and agrees that the payment made by Lessee to the supplier of the Sign Face(s) is made on behalf of Lessor as rent paid to Lessor as above provided. Lessee further acknowledges and agrees that the Sign Face(s), including all replacement Sign Face(s), are and will continue to be owned by and be the property

of Lessor during the term of this Lease and subsequent to its termination, and will not, under any circumstances, become the property of Lessee or the owner of the Premises.

6. Installation and Maintenance of Sign Face(s). It shall be the responsibility of Lessee to arrange with the supplier of the Sign Face(s) for the delivery and installation of the Sign Face(s) at the Premises. All costs of delivery and installation of the Sign Face(s) that are not included in their purchase price shall be the responsibility of Lessee. Lessee agrees to indemnify and hold Lessor and IGA USA harmless from and against any damage to the Premises caused by the installation or subsequent removal of the Sign Face(s). Lessee shall keep the Sign Face(s) clean and free of obstructions and shall be responsible for the cleaning and maintenance of the Sign Face(s) during the term of this Lease. If a Sign Face is, for any reason or cause, damaged or becomes materially defaced or discolored during the term of this Lease, Lessee agrees that it will, at its own expense, replace such Sign Face with an equivalent Sign Face that complies with the specifications and standards of IGA USA. Each replacement Sign Face shall be subject to this Lease to the same extent as the Sign Face that it replaces. Lessor and Lessee acknowledge and agree that the original payment of rent of Five Hundred Dollars (\$500) for each Sign Face shall be the total of the rent paid by Lessee to Lessor hereunder and that no part of the payment by Lessee for a replacement sign face shall constitute additional rent paid by Lessee to Lessor. The term "Sign Face(s)" shall apply to both original and replacement Sign Face(s) affixed to the exterior of the Premises

7. Personal Property Taxes. Lessee shall pay all personal property taxes assessed against the Sign Face(s), whether or not taxed as part of, or independently from, the sign structures to which they are affixed. Lessee shall indemnify and hold Lessor harmless against any and all taxes that Lessor may be required to pay with respect to the Sign Face(s), or the signs to which the Sign Face(s) are affixed, by reason of Lessor's ownership of the Sign Face(s).

8. Alterations. Lessee shall not make alterations to the Sign Face(s) without first obtaining Lessor's written consent. Lessor's decision prohibiting such alteration shall be final. All alterations made by Lessee to the Sign Face(s) shall be deemed to attach to the Sign Face(s) and become the property of Lessor.

9. Assignment. This Lease and the rights hereunder may not be assigned by Lessee without the written consent of Lessor.

10. Termination. If for any reason Lessee shall cease to be an authorized IGA Store or its license agreement with IGA USA, INC. is terminated, Lessee violates any of the terms and conditions of this Lease, or Lessee shall become insolvent or shall make an assignment for the benefit of its creditors, Lessor shall have the right to terminate this Lease by written notice to Lessee.

11. Removal and Return of Sign Face(s).

- (a) Upon the termination of this Lease, Lessee agrees that within 30 days of the effective date of termination, it will remove the Sign Face(s) from the Premises and destroy them or return them to Lessor, at Lessor's direction. Lessee agrees to pay all costs and expenses incurred in removing the Sign Face(s) from the Premises, including the costs of repair of any damage to the Premises.

- (b) If Lessee fails or refuses to remove the Sign Face(s) from the Premises, Lessor shall have the right to enter the Premises and remove the Sign Face(s) at the cost and expense of Lessee and its entry on the Premises and removal of the Sign Face(s) shall not be deemed a violation of the rights of Lessee or the owner of the Premises. Lessor shall use reasonable care in the removal of the Sign Face(s) from the Premises, but shall have no liability to Lessee or the owner of the Premises for incidental damage to the Premises caused by such removal. It shall be the responsibility of Lessee to repair any such incidental damage as required by the owner of the Premises.

12. Notice. Any notice, consent or other communication given pursuant to this Agreement shall be in writing and shall be given by personal delivery or mail to Lessee at the Premises and to Lessor at 8745 W. Higgins Road, Suite 350, Chicago, IL 60631, or such other address as may be designated in writing by either party to the other party, mailed by registered or certified mail, return receipt requested, with postage prepaid.

13. Binding Effect. This Lease shall be binding upon, and shall inure to the benefit of, the parties to this Lease and their respective heirs, legal and personal representatives, Successors and permitted assigns.

14. Law. This Lease shall be governed by the laws of the State of Illinois.

15. Waiver. The waiver by Lessor or Lessee of the breach of any term or covenant herein shall be limited to a specific instance and shall not be deemed a waiver of the covenant. No term or covenant of this Lease shall be waived by Lessor or Lessee, unless the waiver is in writing.

16. Entire Agreement. This Lease sets forth all the covenants, conditions and understandings between Lessor and Lessee concerning the rental of the Sign Face(s); provided, however, that nothing herein shall supercede any agreements between Lessee and IGA USA with respect to the use of the IGA Trademarks. No subsequent change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by each of them.

17. Partial Invalidity. If any provision of this Lease or any specific application shall be invalid or unenforceable, the remainder of this Lease, or the application of the provision in other circumstances, shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

18. Consent to Jurisdiction. Lessee and Lessor agree that any action arising out of or relating to this Lease may be brought in a state or federal court of competent jurisdiction in Cook County, Illinois. Lessee irrevocably submits to the jurisdiction of such courts and waives any objection it may have to either the jurisdiction or venue of such courts.

THIS LEASE SHALL NOT BE BINDING UPON LESSOR OR BECOME EFFECTIVE UNLESS AND UNTIL SIGNED ON BEHALF OF LESSOR AT CHICAGO, ILLINOIS.

IN WITNESS WHEREOF, this Lease has been signed and delivered as of the date first above written.

LESSOR: IGA Leasing Company, Inc.

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

LESSEE:

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

**EXHIBIT A**