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**LEASE AGREEMENT BY AND BETWEEN**  
**UTOPIA, L.L.C., as Landlord,**  
**and**  
**FARLEY & LYNCH, L.L.C., as Tenant**

**1. PARTIES**

This Lease is dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between Utopia, L.L.C., as "Landlord" and Farley & Lynch, L.L.C., as "Tenant".

**2. PREMISES**

The subject premises is approximately Five Hundred (500) square feet space located at 3408 North Southport, \_\_\_\_\_ Floor, Chicago, Illinois, including the such common areas for ingress and egress to the building, and shall be collectively referred to as the "Office Space". The "subject property" which is being leased pursuant to this Lease Agreement, encompasses approximately 500 square feet of the "Office Space" property, including (2) parking space.

Landlord does hereby lease to Tenant, and Tenant hereby leases from Landlord that certain space of approximately 500 square feet located at the property which is commonly referred, and which is located at 3408 North Southport, \_\_\_\_\_ Floor, Chicago, Illinois (hereinafter referred to as the "Leased Premises"). Included in the monthly rent payments, as set forth hereinbelow,

**3. USE**

Tenant hereby covenants and agrees to utilize the Premises as office space for the maintenance and operation of a law firm. Tenant further covenants and agrees not to establish or use the Premises for any other purpose unless the prior written consent of the Landlord has previously been obtained by Tenant. Landlord shall have the sole and absolute discretion to grant or deny its prior written consent regarding establishing or using the Premises for a purpose other than that as set forth in this Article III herein.

**4. MINIMUM RENT and CANCELLATION CLAUSE**

**A. Term of Lease and Cancellation Clause**

The term of the lease by and between Landlord and Tenant shall be for a continuous period of five (5) years, commencing April 1, 2001, and continuing thereafter, with one option to renew for five (5) years.

In the event Tenant determines to exercise its option, then Tenant shall provide Landlord with no less than thirty (30) days' written notice of said option to extend.

Rent shall be paid in equal monthly installments in advance on the first day of each and every calendar month during the Lease Term (as herein defined). If the Commencement Date (as hereinafter defined) is not the first day of the month, the Minimum Rent for that month shall be prorated based upon 1/355th of the annual Minimum Rent for each day of such fractional month.

Tenant agrees to pay all Minimum Rent and other Rent (as hereinafter defined) in lawful money of the United States in person to Landlord or its designated agent, or to such person or place as Landlord may from time to time designate in writing, without prior demand and without any defense, deduction or offset.

Landlord shall deliver the Premises to Tenant for Tenant's Work upon lease execution, April 1, 2002 (the Commencement Date). Tenant shall be entitled to use and occupy the Premises from and after, and Tenant's obligation to pay Rent.

**5. TERM OF LEASE, CONDITION OF PREMISES**

A. **Term of Lease:** Landlord and Tenant hereby acknowledge, agree and understand that this Lease shall be for five (5) years, beginning on the Commencement Date, as set forth in Article IV, and termination on March 31, 2007, unless Tenant has duly exercised its option to renew as set forth herein.

B. **Monthly Rent:** The monthly rent shall be in the amount of \$18.00 per square foot, for five hundred (500) square feet, for a total aggregate monthly rent of \$750.00. Said rent shall be due and payable on the first day of each month.

C. Tenant shall in no way be entitled to, or have the right, to make any alterations whatsoever to the subject property without Landlord's prior written consent. In the event Landlord discovers that Tenant has made any alterations whatsoever to the subject property, then Tenant shall be deemed in default of the Lease, and the Lease shall be terminated instantaneously.

6. **USES PROHIBITED:** Tenant shall not do or permit anything to be done in or about the Premises nor bring anything therein which is not within the permitted use of the Premises which will in any way increase the existing rate of or affect any fire or other insurance upon the subject property or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other

Tenants or occupants of the Building or property located at 1336 West Belmont, Chicago, Illinois, or injure or annoy other Tenants, to use or allow the Premises to be used for any auction on or about the Premises; nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the premises or the property as a whole.

**7. COMPLIANCE WITH LAW:** Tenant shall not use the Premises, or permit anything to be done in or about the Premises or the Office Space, which will in any way conflict with any law, statute, ordinance, or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations, requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or government rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant.

**8. REPAIRS.**

A. By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair; and acknowledges that the plumbing, electrical services, sprinklers and fire alarms servicing the Premises are in good working order as of Lease Execution. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part hereof in good condition and repair including without limitation, the maintenance, replacement and repair of any storefront, doors, window casements, glazing, plumbing, pipes, electrical wiring and conduits, and HVAC system. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Premises to the Landlord in good condition, broom clean, ordinary wear and tear and damage from cause beyond the reasonable control of Tenant excepted. Any damage to adjacent Premises caused by Tenant's use of the Premises shall be promptly repaired at the sole cost and expense of Tenant.

**9. LIENS:** Tenant shall keep the Premises and the Office Space free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.

**10. ASSIGNMENT AND SUBLETTING:** Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof. Any such assignment or subletting shall, at the option of the Landlord, constitute a default under the terms of this Lease, and said Lease such sublease or assignment shall be void, and this Lease shall be terminated instantly.

**11. HOLD HARMLESS:** Tenant shall indemnify and hold harmless Landlord, and its employees, partners and officers, against and from any and all claims arising from Tenant's use of the Premises or from any activity, work, or other things done, permitted or suffered by the Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord, and its employees, partners and officers, against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any of the Tenant's agents, employees or invitees, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon and in case any action or proceeding brought against Landlord by reason of such claim. Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord, unless due to the Landlord's negligence. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause other than Landlord's negligence; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises. Landlord or its agents or employees shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, snow, ice, water or rain which may leak from any part of the Office Space or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the negligence of Landlord, its agents or employees. Landlord or its agents shall not be liable to interference with the light, air or lot or any latent defect in the Premises.

**12. HOLDING OVER:** On the last day of the Lease Term hereof, or upon any earlier termination of this Lease or upon any re-entry by Landlord upon the Premises, Tenant shall quit and surrender the Premises to Landlord in good order, condition and repair, except for ordinary wear and tear, and Tenant shall remove all of Tenant's property therefrom except as otherwise expressly provided in this Lease and shall restore the Premises wherever such removal results in damage thereto.

Upon the termination of this Lease, the Lease Term and estate granted by this Lease shall end at midnight of the date of termination as if such date were the date of expiration of the Lease Term and neither party shall have any further obligation or liability to the other after such termination (i) except as shall be otherwise provided for in this Lease, or (ii) except for such obligations as by its nature or under the circumstances can only be, or by the provisions of this Lease, may be performed after such termination, and in any event, unless expressly otherwise provided in this Lease, any liability for a payment of which shall have accrued to or with respect to any period ending at the time of termination shall survive the termination of this Lease, including but not limited to any monetary or other defaults by Tenant and payment of Adjustment and Taxes, as provided for in this Lease.

If Tenant or anyone claiming under Tenant shall remain in possession of the Premises or any part thereof after the expiration of the Lease Term, without any express written agreement between Landlord and Tenant with respect thereto, the person remaining in possession shall be deemed a Tenant at sufferance, and such person's occupancy during such holding over shall be subject to

all of the applicable terms and conditions of this Lease, and in addition thereto Tenant shall pay to Landlord as damages, in addition to the Rents owed under this Lease, an amount equal to \$100.00 per day, and other charges payable hereunder (including, without limitation, Tenant's Adjustments) for each and every day after the expiration of the Lease Term, up to and including the day of possession of the Premises is surrendered. The acceptance of Rent or other payments by Landlord shall not create a new or additional tenancy other than as aforesaid.

If the Premises are not surrendered as and when aforesaid, Tenant shall, in addition to any remedies of Landlord provided for in this Article 19, indemnify and hold Landlord harmless against any and all claims, actions, damages, liabilities, losses, costs and expenses, including without limitation, attorneys' fees resulting from the delay by Tenant in surrendering the Premises. Said attorneys' fees and costs shall include, but not be limited to, any claims made by any succeeding occupant or prospective occupant of the Premises founded upon delay.

### 13. TENANT DEFAULT:

A. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant (an "Event of Default")

- (I) The vacation or abandonment of the Premises by Tenant without exercising cancellation privilege.
- (II) The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice to Tenant that such payment is due.
- (III) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than payment of rent, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.
- (IV) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankruptcy, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days of the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located in the Premises or of Tenant's interest in this Lease (where possession is not restored to Tenant within thirty (30) days); or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located in the Premises



or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

B. In addition to all other rights and remedies of Landlord which are provided in this Lease, Landlord shall have the following rights and remedies with respect to certain bankruptcy considerations:

(I) If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, 11 U.S.C. Paragraph 101, et seq., any and all monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute property of the Tenant or of the estate of the Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be promptly paid to or turned over to Landlord.

(II) If Tenant assumes this Lease and proposes to assign the same pursuant to the provisions of the Bankruptcy Code, 11 U.S.C., paragraph 101, et seq., to any person or entity who shall have made a bona fide offer to accept an assignment of this lease on terms acceptable to the Tenant, then notice of such proposed assignment setting forth (a) the name and address of such person, (b) all of the terms and conditions of such offer, and (c) the adequate assurance to be provided Landlord to assure such person's future performance under the lease, including, without limitation, the assurance referred to in Section 365 of the Bankruptcy Code, shall be given to Landlord by the Tenant no later than twenty (20) days after receipt by the Tenant, but in any event no later than ten (10) days prior to the date that the Tenant shall make application to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption, and Landlord shall thereupon have the prior right and option, to be exercised by notice to the Tenant given at any time prior to the effective date of such proposed assignment, to accept an assignment of this Lease upon the same terms and conditions and for the same consideration, if any, as the bona fide offer made by such person, less any brokerage commission which may be payable out of the consideration to be paid by such person for the assignment of this Lease.

(III) This is a Lease of real property in an office center.

(IV) Notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of the Landlord under this Lease, whether or not expressly denominated as rent, shall constitute rent for the purposes of Section 502(b)(6) of the Bankruptcy Code, 11 U.S.C. paragraph 502(b)(6).

(V) Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 U.S.C. paragraph 101, et seq., shall be deemed without further act or deed to have assumed all of the obligations arising

under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord and instrument confirming such assumption.

(VI) In the event this Lease is assumed pursuant to the provisions of the Bankruptcy Code, 11 U.S.C. paragraph 101, et seq., "adequate assurance of future performance" by the assignee shall include, but shall not necessarily be limited to, the following:

- A) A substantial security deposit; and
- B) The net worth of the Assignee; and
- C) A security interest in favor of the Landlord in property of the trustee or assignee to secure performance of the Tenant's obligations under the Lease.

(VII) In the event the Premises continues to be occupied by a Tenant-debtor-in-possession pursuant to the provisions of the Bankruptcy Code, 11 U.S.C. paragraph 101 et seq., "adequate protection" for the Landlord shall include, but shall not necessarily be limited to, the following:

- A) Continued payment of rent during and until such time as is affirmed or rejected;
- B) The hiring of security or other personnel to protect the Premises;
- C) The continued maintenance of adequate insurance; and
- D) The grant of a security interest in Tenant's other property to secure any loss to the Landlord.

**14. REMEDIES IN DEFAULT:** If an event of Default occurs hereunder, Landlord may at any time thereafter, in its sole discretion, with forty-eight (48) hours advance notice, except in cases of emergency, and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach;

A. Terminate this Lease and Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. However, Tenant shall have the right to reinstate its rights by payment or other amounts due or other performance of the terms and conditions hereof, if said cure by Tenant occurs within forty-eight (48) hours of being provided with Notice of Default by or on behalf of Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including brokerage commissions, advertising

expenses, necessary renovation and alteration of the Premises; reasonable attorneys' fees; the worth at the time of award by the Court having jurisdiction thereof of the amount by which the unpaid Rent and other charges called for herein for the balance of the Lease Term after the time of such award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided; and that portion of any leasing commission paid by Landlord and applicable to the un-expired Lease Term hereof. Unpaid installments of Rent and other sums shall bear interest from the date due at the maximum legal rate; or

B. With or without terminating this Lease, re-enter and repossess the Premises, or any part thereof, and re-let the Premises or any part thereof to any other person upon such terms as Landlord shall determine for Tenant's account, for a term within or beyond the Lease Term, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises and, to the extent Landlord receives the rents therefor, Landlord shall apply the same first to the payment of Landlord's expenses in recovering possession of the Premises, including, without limitation, attorneys' fees and court costs, and for putting the same into good order and condition and preparing or altering the same for re-rental, and any other reasonable expenses, commissions and charges paid, assumed or incurred by or on behalf of Landlord in connection with the reletting of the Premises, and then to the fulfillment of the covenants under this Lease. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent and any other charges of Adjustments from Tenant as may become due hereunder. Notwithstanding any reletting without termination of this Lease, Landlord shall have the right to terminate the Lease at any time; or

C. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State in which the Premises are located.

D. IN THE EVENT THAT LANDLORD ELECTS TO EXERCISE ANY REMEDY, INCLUDING BUT NOT LIMITED TO THE FILING OF A POSSESSION ACTION, THE TENANT HEREBY RELEASES, WAIVES AND RELINQUISHES IN A POSSESSION ACTION, OR ANY OTHER SUIT THE LANDLORD MAY ELECT TO FILE, ANY AND ALL COUNTERCLAIMS THAT IT HAS OR MAY HAVE AGAINST THE LANDLORD WITH RESPECT TO POSSESSION OF THE PREMISES OR ANY OTHER CLAIMS OR MATTER. FURTHER, THE TENANT HEREBY WAIVES AND RELINQUISHES ITS RIGHT TO A TRIAL BY JURY IN A POSSESSION ACTION OR ANY OTHER LAWSUIT THE LANDLORD MAY ELECT TO FILE.

**15. DEFAULT BY LANDLORD:** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than seven (7) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than seven (7) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such seven (7) day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this



Lease as a result of Landlord's default and Tenant's remedies shall be limited to damages and/or injunction.

**16. DAMAGE AND RECONSTRUCTION.**

- A. Tenant shall give prompt notice to Landlord in case of fire or other damage to the Premises of the Office Space in the vicinity thereof.
- B. In the event of any damage and/or destruction whereby Landlord, in its sole and absolute discretion determines to cancel and terminate the Lease, then Landlord shall be entitled to do same, and said cancellation shall be effective upon written notice to Tenant.

**17. EMINENT DOMAIN**

A. If any portion of the Premises or the Office Space shall be taken by condemnation or right of eminent domain, the Landlord shall immediately send written notice thereof to Tenant, and Landlord shall have the right to terminate this Lease by giving written notice to Tenant of its intention to do so not later than thirty (30) days after receipt by Tenant of such notice. Should Landlord not exercise the right of termination aforesaid, Landlord shall promptly restore that which remains of the Premises, or the Office Space, to an architectural unit as nearly like its condition prior to such taking, as shall be practicable.

B. Landlord reserves, and Tenant assigns to Landlord, all rights to damages on account of any taking or condemnation or any act of any public or quasi public authority for which damages are payable. Tenant shall execute such instruments of assignment as Landlord requires, join with Landlord, at Landlord's expense, in any action for the recover of damages, if requested by Landlord, and turn over to Landlord any damages recovered in any proceeding. However, Landlord does not reserve any damages payable for trade fixtures installed by Tenant at its own cost which are not part of the realty.

**18. GENERAL PROVISIONS:**

A. **Waiver.** The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.

B. **Joint Obligation.** If there shall be more than one Tenant, the obligations hereunder shall be joint and several.

C. **Time.** Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

D. **Successors and Assigns.** The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

E. **Recordations.** Neither Landlord nor Tenant shall record this Lease but a short form memorandum hereof may be recorded at the request of the Landlord.

F. **Quiet Possession.** Upon Tenant paying the Rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all of the provisions of the Lease.

G. **Late Charges.** Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of Rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee on the date stated herein for payment (i.e., the first day of each and every month during the Term of this Lease) Tenant shall pay to Landlord a late charge equal to ten percent (10%) per annum on any unpaid balance due from the date of such payment is due until the receipt of said unpaid balance in full by Landlord or its designee. The parties hereby agree that as of the date of this Lease is entered into such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant, however, due to the economic factors such as the general economy, the late charges are subject to reasonable increase at the reasonable discretion of the Landlord. In the event of an increase in the late charges, Landlord shall notify Tenant of same. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, or prevent Landlord from exercising any of the other rights and remedies granted hereunder. Tenant shall pay Landlord the above-mentioned late fees and interest if payment/rent is not received by the tenth (10th) day of the month.

H. **Prior Agreements.** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

I. **Inability to Perform.** This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by

reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the Landlord.

J. **Partial Invalidity.** Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provisions hereof and such other provisions shall remain in full force and effect.

K. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

L. **Choice of Law.** This Lease shall be governed by the laws of the State and County in which the Premises are located.

M. **Attorney's Fees.** In the event of any action or proceeding brought by either party against the other under this Lease the prevailing party shall be entitled to recover for the fees of its attorney in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable attorneys' fees. In addition, should it be necessary for Landlord to employ legal counsel to enforce any of the provisions herein contained, Tenant agrees to pay all attorneys' fees and court costs reasonably incurred.

O. **Sale of Premises by Landlord.** In the event of any sale of the Premises by Landlord, Landlord shall be and is hereby entirely free and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

P. **Surrender the Premises.** Upon any termination of the Lease Term, Tenant shall quit and surrender to Landlord the leased Premises, broom clean, in good order and condition, normal wear and tear excepted. Tenant shall (unless otherwise directed by Landlord) remove at Tenant's expense all trade fixtures, inventory, stock in trade, furniture and other personal property installed by Tenant and shall repair all damage to the Leased Premises caused by such removal.

Q. **Notices.** All notices and demands which may or are to be required or permitted to be given by either party or the other hereunder shall be in writing. All notices and demands by the Landlord to the Tenant shall be addressed to the Tenant at the Premises or at the address herein below, and all notices and demands by the Tenant to the Landlord shall be addressed as indicated hereinbelow, or to either party at such other place as may subsequently be designated in a written notice by one party to the other. All notices to either the Landlord or Tenant, unless otherwise provided for herein, shall be sent by Certified or Registered Mail, Return Receipt Requested; hand delivery; or overnight delivery service and shall be deemed duly given upon the date of receipt or refusal or

receipt. Furthermore, copies of all notices shall be served on the respective attorney of the served party. Any change of attorney during the Lease Term shall be promptly provided to the other party.

**TO THE LANDLORD AT:**

**TO THE TENANT AT:**

Utopia, L.L.C.  
3738 North Southport  
Chicago, Illinois 60613

Farley & Lynch, L.L.C.  
3738 North Southport  
Chicago, Illinois 60613

**19. EXCULPATION:** Notwithstanding anything to the contrary provided in this Lease, it is understood and agreed that there shall be absolutely no personal liability on the part of the Landlord or any officer, director, shareholder, partner, employee or agent of Landlord (or any successor corporate Landlord or any partner of any limited or general partnership which is or may become Landlord or any individual or other entity) with respect to any of the terms, covenants and conditions of this Lease, and Tenant shall look solely to the equity, if any of Landlord in the Office Space for the satisfaction of each and every remedy of Tenant in the event of breach or default by Landlord of any of the terms, covenants and conditions of this Lease, such exculpation of personal liability to be absolute and without any exception whatsoever. No other property or assets of personal liability to be absolute and without any exception whatsoever. No other property or assets of Landlord shall be subject to judgment, levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the Premises.

No abatement, diminution or reduction of Rent or other charges required to be paid by Tenant pursuant to the terms of this Lease, shall be claimed by or allowed to Tenant for any inconvenience, interruption, cessation or loss of business or otherwise caused directly or indirectly by any legal requirement, or by priorities, rationing or curtailment of labor or material, or by war, civil commotion, strikes or riots, or any matter or thing resulting therefrom, or any other cause or causes outside of Landlord's reasonable control, nor shall this Lease be affected by any such causes.

Wherever in this Lease Landlord's consent or approval is required, if Landlord shall refuse such consent or approval, Tenant in no event shall be entitled to make, nor shall Tenant make, any claim, and Tenant hereby waives any claim for money damages (nor shall Tenant claim any money damages by way of setoff, counterclaim or defense), based upon any claim or assertion by Tenant that Landlord unreasonably withheld or unduly delayed its consent or approval. Tenant's sole remedy in such event shall be an action or proceeding to enforce any such provision, for specific performance injunction or declaratory judgment.

**20. RELATIONSHIP OF THE PARTIES:** It is the intention of the parties hereto to create the relationship of Landlord and Tenant, and no other relationship whatsoever, and unless expressly otherwise provided herein, nothing herein shall be construed to make the parties hereto liable for any of the debts, liabilities or obligations of the other party. Tenant acknowledges that

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the Premises are the Property of Landlord and that Tenant has only the right to the possession and use thereof upon the terms, covenants and conditions set forth in this Lease.

21. **CONSTRUCTION:** This Lease shall be construed and interpreted without regard to any presumption or rule requiring construction against the party causing the instrument to be drafted. This Lease is the result of negotiations between the Parties hereto, each of whom is represented by counsel of its own choosing. The Landlord and the Tenant shall each be deemed to have drawn this Lease and no negative inference or interpretations shall be made by a court against the party whose counsel drafted this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

TENANT

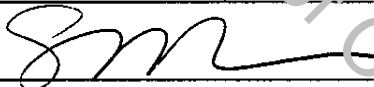
LANDLORD

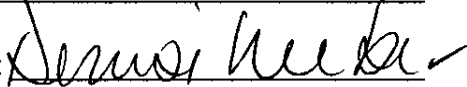
Farley & Lynch LLC

UTOPIA LLC.

3738 N. Southport

3850 N. GREENVIEW

By: 

By: 

SUSAN M. LYNCH

Its: MANAGING MEMBER

Its: PRESIDENT



Macon Construction  
3738 N. Southport  
Chicago IL 60613