

UNOFFICIAL COPY

CCAN: 40629



Doc#: 0407833235
Eugene "Gene" Moore Fee: \$60.00
Cook County Recorder of Deeds
Date: 03/18/2004 01:34 PM Pg: 1 of 19

CIT SMALL BUSINESS LENDING CORPORATION
Attn: Debra J. Cobb

SUBORDINATION, ATTORNMENT AND ESTOPPEL AGREEMENT

THIS AGREEMENT, entered into this 1 day of March, 2004 is between SACADA Real Estate, Inc. ("Borrower"), Medopia Physical Therapy and Kyoo Hwan Lee ("Tenant") and CIT SMALL BUSINESS LENDING CORPORATION ("Lender").

Recitals

WHEREAS, Tenant, by virtue of a certain lease dated April 1, 2002, (the "Lease"), entered into with Borrower as landlord, a copy of the Lease has been provided to Lender which is the correct and most current lease and to which there have been no addendums added, and a copy of said Lease is attached hereto as Exhibit "B", has leased the real property known as 1222 N. Roselle Rd., Schaumburg, IL 60195, of which is more particularly described on Exhibit "A" attached hereto and by reference incorporated herein (the "Premises");

WHEREAS, Borrower has requested that Lender make a loan (the "Loan") to be secured by a lien on real estate from Borrower to Lender (the "Mortgage/Deed of Trust") encumbering the Premises; and

WHEREAS, Lender has required as a condition for the making of the Loan that a Subordination Agreement and Estoppel Letter be executed by Tenant, whereby the Lease is subordinated to the Mortgage/Deed of Trust.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and in order to induce Lender to make the Loan, the parties do hereby agree and covenant as follows:

A. Tenant hereby certifies, represents, warrants, confirms, covenants and agrees for the benefit of Lender as follows:

1. Tenant is "tenant" or "lessee" under the Lease.
2. The Lease is in full force and effect and has not been modified, altered, amended, changed, supplemented, terminated or superseded in any manner.

Initials K Y [Signature]

BOX 333-CTI

5011
818818
24014039
07

19

UNOFFICIAL COPY

3. The Lease constitutes a complete statement of the agreements, covenants, terms and conditions of Tenant and Borrower with respect to the Premises, and there are no other agreements or understandings between Borrower and Tenant with respect to the Premises or the Lease.
4. The Lease and all rights of Tenant thereunder are and shall at all times continue to be subject and subordinate in all respects to the terms and provisions of the Loan and the Mortgage/Deed of Trust and to all renewals, modifications and extensions thereof, subject to the terms and conditions set forth in this Agreement.
5. The primary term of the Lease is for one (1) year, commencing on April 1, 2002 and ending on March 30, 2003. Tenant has the option to renew and extend the term of the lease on a month to month option after March 30, 2003.
6. Rents due monthly during the primary term of the Lease are currently paid no more than one month in advance.
7. All agreements and conditions of the Lease to be performed or complied with by Borrower relating to the improvements or the use of the Premises have been satisfied and the improvements were fully and timely completed and have been approved and accepted by Tenant.
8. Tenant has accepted possession and is in actual occupancy of the Premises and as of the date of this Agreement, there are no defenses to Borrower's enforcement of its rights under the Lease.
9. Tenant has no charges, liens, claims, credits or offsets against rentals under the Lease.
10. Borrower is holding no security to secure Tenant's obligations; no rents have been prepaid, except as provided in paragraph 6 above, and there are no periods of free rentals applicable to the term of the Lease, except as specified in the Lease. In no event will Tenant look to Lender for the return of any security deposit.
11. Without Lender's prior written consent, Tenant and Borrower will not (a) modify or in any manner alter the agreements, covenants, terms or conditions of the Lease or any modification or amendment thereto specified herein; (b) waive or release performance of any obligation under the Lease or under any modification or amendment thereto specified herein; (c) accept surrender, abandonment, cancellation or termination of the Lease; (d) pay or accept the rent or any other sums becoming due under the terms of the Lease more than one month in advance unless the Lease or any modification or amendment specified herein provides otherwise; or (e) accept waiver of or release from the performance of any obligations under the Lease.

Initials

LC L 2003.V.

UNOFFICIAL COPY

12. From time to time upon request, Tenant will timely execute and deliver Estoppel Letters to Lender or Lender's designees or assigns, including any instrument that may be necessary or appropriate to evidence attornment. Tenant hereby irrevocably appoints Lender its attorney-in-fact to execute and deliver for and on behalf of Tenant any such instrument.

13. Tenant has not subleased, nor will Tenant sublease in the future, any portion of the Premises and Tenant has not assigned, nor will Tenant assign in the future, whether outright or by collateral assignment, all or any portion of Tenant's rights under the Lease.

B. By reason of the execution of this Agreement, no duty or responsibility is imposed upon Lender to perform or comply with any of the terms, provisions or conditions of the Lease required to be performed by Borrower.

C. If Lender acquires the Premises pursuant to a foreclosure proceeding or deed in lieu thereof, Tenant will attorn to Lender as successor to Borrower under the terms of the Lease, unless Lender elects to terminate the Lease and the rights of Tenant to the possession of the Premises. Tenant waives the right, if any, under any statute or rule of law now or hereinafter in effect, which may allow Tenant to terminate the Lease or to surrender possession of the Premises in the event any proceeding is brought by Lender, and Tenant agrees that unless and until Lender elects to terminate the Lease and extinguish Tenant's leasehold estate, the Lease will not be effected in any way by any proceeding.

D. In the event the Mortgage/Deed of Trust is foreclosed for any reason, and Lender does not elect to terminate the lease, Lender will succeed to the interest of Borrower under the Lease and Tenant will be bound to Lender under all of the terms of the Lease for the balance of the term thereof remaining with the same force and effect as if Lender were landlord under the Lease. Tenant shall be under no obligation to pay rent to Lender until Tenant receives written notice from Lender that it has succeeded to the interest of Borrower under the Lease, or until Tenant receives notice from Lender pursuant to any assignment of leases and rents executed by Borrower in connection with the Loan. To the extent of the then remaining balance of the term of the Lease the respective rights and obligations of Tenant and Lender upon such attornment shall be the same as now set forth in the Lease.

E. In the event Lender succeeds to the rights of Borrower as landlord under the Lease, Lender shall not be (a) liable for any act or omission of any prior landlord including Borrower, (b) subject to any offsets or defenses which Tenant may have against any prior landlord, (c) bound by any rent or additional rent which Tenant might have paid for more than thirty (30) days in advance, (d) bound by any amendment or modification of the Lease made without Lender's consent, (e) bound by any lease provisions with respect to landlord's obligation to complete any construction on the Premises, or (f) liable to Tenant under the Lease to any extent beyond Lender's interest in the Premises.

Initials

K. L. [Signature]

UNOFFICIAL COPY

F. This Agreement may be modified only in writing, signed by the parties or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties, their respective heirs, successor and assigns; it being expressly understood that all references to "Lender" shall be deemed to include not only Lender but also its successors and assigns, including any purchaser at a foreclosure sale.

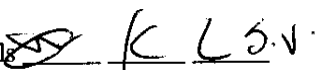
G. A standard mortgagee clause naming Lender as Mortgagee shall be added to any and all insurance policies required to be carried under the Lease or Mortgage/Deed of Trust, and the insurance proceeds are to be applied in the manner specified in the Mortgage/Deed of Trust. Such standard mortgagee clause shall also provide for non-cancellation of the policy without at least thirty (30) days prior written notice to Lender. Borrower and Tenant shall provide Lender with copies of the endorsement containing such standard mortgagee clause, together with a complete copy of the exclusions and exceptions section of the insurance policy(ies) within twenty (20) days after the execution of this Subordination, Attornment and Estoppel Agreement.

H. Whenever Borrower or Tenant shall give notice to the other of a breach of any of the conditions, covenants, or provisions of this Lease, Borrower and Tenant agree to also send a copy of such notice to Lender at P.O. Box 1529, Livingston, New Jersey 07039-1529, Attention: Small Business Lending, Portfolio Administration Group.

I. Borrower and Tenant affirm that as of the date of this Agreement, there are no breaches of any of the covenants, conditions or provisions of the Lease.

J. Notwithstanding the terms of the Lease, in the event of breach of any of the covenants, conditions, or provisions of the Lease by Borrower, Tenant agrees that Borrower shall have thirty (30) days from the date Borrower receives notice, specifying such breach, to cure said breach. Tenant further agrees that Lender shall also have a reasonable period of time to cure such breach, which period of time shall include, if necessary, the time necessary for Lender to secure possession of the Premises.

Initials

 K L S V

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

BORROWER:

SACADA Real Estate, Inc.

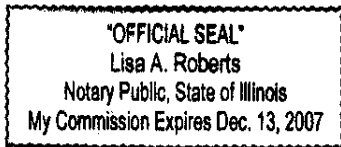
By: [Signature]
Steven Chee, President

ATTEST: [Signature]
Sandra Villamil, Secretary

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

I, the undersigned a Notary Public in and for said County in the State of aforesaid, DO HEREBY CERTIFY, that Steven Chee personally known to me to be the president of SACADA Real Estate, Inc. and Sandra Villamil personally known to me to be the secretary of SACADA Real Estate, Inc., whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said Instrument of writing as president of said Corporation, and caused the seal of said Corporation to be thereunto affixed, pursuant to the authority given by the Board of Directors of said Corporation as their free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes set forth.

GIVEN under my hand and seal this 1st day of March, 2004.



[Signature]
Notary Public

My Commission Expires: 12/13/04

Initials SC SV

UNOFFICIAL COPY

TENANT:

Medopia Physical Therapy
Kyoo Hwan Lee

Kyoo H. Lee
Kyoo Hwan Lee

STATE OF ILLINOIS
COUNTY OF Will)
) ss.

I, June Cho, a Notary Public in and for said County in the State aforesaid DO HEREBY CERTIFY, that Kyoo Hwan Lee, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes set forth, waiving his redemption rights, and releasing and waiving the rights under the homestead exemption laws of this state.

GIVEN under my hand and seal this 25th day of Feb, 2004.



June Cho
Notary Public
My commission expires: 8/30/06

Initials KL SV

UNOFFICIAL COPY

LENDER:

CIT Small Business Lending Corporation

By: _____
Pamela K. Scott, Assistant Vice President

COLORADO CORPORATE

STATE OF COLORADO)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by Pamela K. Scott as Assistant Vice President of CIT Small Business Lending Corporation, a Delaware corporation, on behalf of the corporation.

Notary Public

My commission expires: _____

Initials PKS SV

UNOFFICIAL COPY

EXTENSION OF LEASE

EXTENSION AGREEMENT made by and between JLG Real Estate, Inc. (Landlord) and Medopia Physical Therapy and Kyoo Hwan Lee (Tenant) relative to a certain lease agreement for premises known as 1222 N. Roselle Road, Schaumburg, Illinois and dated, April 1, 2002 (Lease).

For good consideration, landlord and tenant each agree to extend the lease month to month after September 30, 2003 and may be canceled by either party with 30 days notice or any other provisions provided in the original lease.

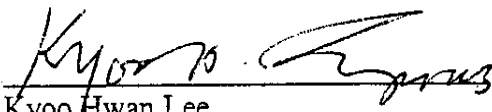
It is further provided, however, that all other terms of the Lease shall continue during this extension term as if set forth herein.

Dated: 11/9/2003


Dated: 11/9/2003

Medopia Physical Therapy
Kyoo Hwan Lee

JLG Real Estate, Inc.



Kyoo Hwan Lee



John Garis

CLERK OF COOK COUNTY
Clerk's Office

UNOFFICIAL COPY

[Kyoo Hwan Lee] LEASE AGREEMENT

TERM OF LEASE

BEGINNING ENDING

4/1/2002

3/30/2003

MONTHLY RENT LEASE DATE LOCATION OF PREMISES

(see attached Rider) /

PURPOSE

Maintaining and operating a physical therapy office. ✓



LESSEE

Medcoa Physical Therapy
and Kyoo Hwan Lee

LESSOR

JLG Real Estate, Inc.
PO Box 95539
Hoffman Estates, IL 60195

Property of Cook County Clerk's Office

UNOFFICIAL COPY

[Kyoo Hwan Lee] LEASE AGREEMENT

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated herein (the 'Premises'), together with the appurtenances thereto, for the above term.

LEASE COVENANTS AND AGREEMENTS

1. **Rent.** Lessee shall pay Lessor or Lessor's agent rent for the Premises the sum stated herein, monthly in advance, until termination of this lease, at Lessor's address stated above or such address as Lessor may designate in writing.
2. **HEAT; NON-LIABILITY OF LESSOR.** Lessor will at all reasonable hours during each day and evening, from at least October 1st through at least May 1st, during the term, and when reasonably required by climate conditions, furnish at his own expense heat for the heating apparatus in the Premises, except when prevented by an Event of Force Majeure.
3. **HALLS.** Lessor will cause the halls, corridors, and other parts of the building adjacent to the Premises to be lighted, cleaned, and generally cared for.
4. **RULES AND REGULATIONS.** The rules and regulations at the end of this lease constitute a part of this lease. Lessee shall observe and comply with them, and also with such further reasonable rules and regulations as may later be required by Lessor for the necessary, proper and orderly care of the building in which Premises are located.
5. **ASSIGNMENT; SUBLETTING.** (a) Except as provided in paragraph 5(b). Lessee shall neither sublet the premises or any part thereof nor assign this lease nor permit by any act or default any transfer of Lessee's interest by operation of law, nor offer the premises or any part thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case the written consent of Lessor which shall not be unreasonable withheld.
(b) Lessor understands and acknowledges that Lessee will be assigning the Lessee's interest in this Lease to a corporation being formed by Lessee for the purpose of establishing, maintaining, and operating a physical therapy office in and on the Premises. This corporation will be controlled by Lessee. Lessor consents to such assignment in advance and without further notification or approval required. @
6. **SURRENDER OF PREMISES.** Lessee shall quit and surrender the Premises at the end of the term in as good a condition as the reasonable use thereof shall permit, reasonable wear and tear excepted, with all keys thereto.
7. **NO WASTE OR MISUSE.** Lessee shall restore the Premises to Lessor, with glass of like kind and quality in the several doors and windows thereof, entire and unbroken, as is now therein, and will not allow any waste or misuse or neglect on the Premises.

UNOFFICIAL COPY

[Kyoo Hwan Lee] LEASE AGREEMENT

8. **TERMINATION; ABANDONMENT; RE-ENTRY; RELETTING.** At the termination of this lease, by lapse of time or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor, and failing to do so, to pay as liquidated damages, for the whole such possession is withheld, the sum of \$100.00 per day, and it shall be lawful for the Lessor or his legal representative at any time thereafter, without notice, to re-enter the Premises or any part thereof, either with or (to the extent permitted by law) without process of law, and to expel, remove and put out the Lessee or any person or persons occupying the same, using such force as may be necessary to do so, and to repossess and enjoy the Premises again as before this lease, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants: or in the case the Premises shall be abandoned, deserted, or vacated, and remains unoccupied fifteen(15) days consecutively, the Lessee hereby authorizes to the extent permitted by law the Lessor as Lessee's agent to re-enter the Premises and remove all articles found therein, place them in some regular warehouse or other suitable storage space, at the cost and expense of Lessee, and proceed to re-rent the Premises at the Lessor's option and discretion and apply all money so received after paying the expenses of such removal toward the rent accruing under this lease. If the Lessee shall fail to pay the rents at the times, place and in the manner above provided, and the same shall remain unpaid ten(10) days after the day whereon the same shall be paid, the Lessor by reason thereof shall be authorized to declare the term ended, and take such other action as may be allowed by law.
9. **REMOVED PROPERTY.** In the event of re-entry and removal of the articles found on the Premises as herein before provided, the Lessee hereby authorizes the Lessor to sell the same at public or private sale, with notice, and the proceeds thereof, after paying the expenses of removal, storage and sale to apply towards the rent herein, rendering the surplus, if any, to Lessee upon demand.
10. **PLURALS; SUCCESSORS.** The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

UNOFFICIAL COPY

[Kyoo Hwan Lee] LEASE AGREEMENT

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

LESSEE:

LESSOR:

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Property of Cook County Clerk's Office

UNOFFICIAL COPY

[Kyoo Hwan Lee] LEASE AGREEMENT

RULES AND REGULATIONS

1. No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the outside of the Building, except on the glass of the doors and windows of the room(s) leased and on the directory board, and then only of such color, size, style and material as shall be first specified by the Lessor in writing, endorsed on this lease. No showcase shall be placed in the front of the Building by Lessee, without the written consent of Lessor endorsed on this lease. The Lessor reserves the right to remove all other signs and showcases after proper written notice to the Lessee, at the expense of the Lessee. At the expiration of the term, Lessee is to remove all his signs from such windows, doors and directory board. All signs must conform to current village codes, and must be approved by both the village and by the Lessor in written form.
2. Lessee shall not put up or operate any steam engine, boiler, machinery or stove upon the Premises, or carry on any mechanical business on Premises, or use or store inflammable fluids on the Premises without the written consent of the Lessor, and all stoves which may be allowed in the Premises shall be placed and setup according to the village ordinance. ✓
3. No additional locks shall be placed upon any doors of leased rooms without the written consent of the Lessor, and the Lessee shall not permit any duplicate keys to be made (all necessary keys to be furnished by the Lessor) and upon termination of this lease, Lessee will surrender all keys to the Premises and Building.
4. Extra heavy safes, or any other heavy and bulky items, shall not be placed on the leased floor space without the prior written consent of the Lessor. 'Extra heavy' in this case means anything more than two hundred pounds in weight. If any damage occurs from overloading the floor, it will be repaired at the expense of the Lessee. ✓
5. No person or persons other than the janitor of this Building shall be employed by the Lessee for the purpose of taking charge of Premises without the written consent of the Lessor. Any person or persons so employed by Lessee (with the written consent of the Lessor) must be subject to and under the control and direction of the janitor of the Building in all things in the Building and outside of the Premises. The agent and janitor of the building shall at all times keep a pass key and be allowed admittance to the Premises, to cover any emergency, or required examination that may arise.
6. The Premises leased shall not be used for the purpose of lodging or sleeping rooms or for any immoral or illegal purpose.

UNOFFICIAL COPY

[Kyoo Hwan Lee] LEASE AGREEMENT

7. The rent of an office will include occupancy of office, water to Lessee's standard fixtures, heat and air-conditioning (depending on season) during reasonable working hours for a physical therapy office. @
8. If Lessee desires telegraphic or telephonic connections, the Lessor will direct the electricians as to where and how the wires are to be introduced, and without such written directions endorsed on this lease no boring or cutting for wires will be permitted.
9. If the Lessee desires Venetian or other awnings or shades over and outside of the windows, to be erected at the Lessee's expense, they must be of such shape, color, and material and make as may be prescribed in writing on this lease.
10. Birds, dogs, or other animals shall not be allowed in the Building. All tenants and occupants must observe strict care not to leave their windows open when it rains or snows, and for any default or carelessness in those respects, or any of them, shall make good all injuries sustained by other tenants, and also any damage to the Building resulting from such default or carelessness.
11. No packages, merchandise or other effects shall be allowed to remain in the halls at any time.
12. The Lessor reserves the right to make such other and further reasonable rules and regulations as in his judgement may from time to time be necessary for the safety, care and cleanliness of the Premises and for the preservation of good order therein, and do not result in unreasonable additional expense to Lessee.
13. It is understood and agreed between the Lessee and Lessor that no assent or consent to changes in or waiver of any part of this lease has been or can be made unless done in writing and endorsed hereon by the Lessor, and in such case it shall operate only for the time and purpose in such lease expressly stated.
14. Whenever the determination, satisfaction, consent, approval or the like is required of either party to this Lease to any matter, thing or course of action hereunder, such determination, satisfaction, consent, approval or the like shall not be unreasonably withheld or delayed. Whenever one party to this Lease is given discretion to the performance of some aspect of this Lease, such performance shall be exercised in good faith and with fair dealing.

UNOFFICIAL COPY

[Kyoo Hwan Lee] LEASE AGREEMENT

**RIDER TO COMMERCIAL OFFICE LEASE BETWEEN [Kyoo Hwan Lee]
(LESSEE) AND JLG REAL ESTATE (LESSOR) DATED _____**

This Rider is attached to and forms a part of the above-referenced Commercial Office Lease. In the event of any conflict or inconsistency between the provisions of this Rider and the provisions of the Commercial Office Lease (which is attached), the provisions of this Rider shall be controlling.

15. RENT.

- (a) The rent set forth below shall be payable on the first day of each month at the address designated by the Lessor. A late charge of 5% will be charged if such rental is received by the Lessor after the 10th day of said month.
- (b) If said rent is mailed to Lessor, then the U.S. postmark on the envelope will be evidence of the date the rental is paid.
- (c) Lessor shall have the same rights and remedies upon Lessee's failure to pay additional rent, as are available to Lessor upon Lessee's failure to pay the base monthly rent.

DATES

4/1/2002 to 3/30/2002

MONTHLY RENT

\$2,000

UNOFFICIAL COPY

[Kyo Hwan Lee] LEASE AGREEMENT

The Base Year for computing such adjustment shall be the real estate tax bill received in the year 2001 (relating to tax year 2000). Lessee shall be given 30 days notice of this adjustment.

The computation for the monthly rent increase will be the following:

- the gross dollar amount of the tax increase pertaining to the Building for the year, if any, will be multiplied by the Lessee's square footage percentage of leased space (Lessee's square footage divided by square footage of entire building). That result will be the annual rent increase. That amount will then be divided by 12 to arrive at a monthly rent increase amount. This increase shall not exceed 8% of current rent. The percentage increase applies only to the tax portion of the monthly rent payment. In addition, the tax increase for the Building will take into effect any attorney's fees. The Lessor retains an attorney who specializes in real estate taxes, and that person's expertise is utilized on an annual basis for the purpose of minimizing any potential tax increases. All tenants of the Building benefit from these services.

- Real Estate Tax increase example:
 Estimated Real Estate Taxes for 1999 = \$20000
 Lessee occupies 44% of entire building
 Real Estate Tax Increase of 20% = \$4000
 (\$4000 X .44)/12 months = \$146
 \$146(Tax increase per month)/\$2300(Rent per month) = 6.3%

16. **OPTION TO RENEW.** Provided that the Lessee is not in default in the performance of this Lease, Lessee shall have the option to renew this Lease for an additional term of 3 months from the expiration of the initial Lease term. All of the terms and conditions of the Lease shall apply during the renewal term except that the monthly rent, without regard to tax increases, shall be increased an amount sufficient on a prorate basis to cover reasonable increases in operating and maintaining the building that have occurred during the initial three year term of the lease, provided that such increase shall not exceed 10%. The option to extend shall be exercised by written notice given to Lessor, not less than 180 days prior to the expiration of the initial Lease. At the expiration of the 3 month extension term, the Lessee shall be a month to month tenant.

17. **DESCRIPTION OF PREMISES.** The portion of the building, which shall be described as the Premises, is as follows:
 For the period described in Section 15(c), the Premises is the lower level of the building located at 1222 North Roselle Road, Schaumburg, IL. 60195 less the west most office located at the back door entry. For the period described in Section 15(c), the Premises is the entire lower level of said building. Lessee shall not use any other part of the building for whatever purpose without the Lessor's prior written consent. Lessee, its employees, agents and patients, will be able to access the Premises through the south side of the building, during reasonable working hours for a physical therapy office.

UNOFFICIAL COPY

[Kyoo Hwan Lee] LEASE AGREEMENT

18. **SERVICES.** Lessor shall maintain, at its own expense, a regularly scheduled disposal service at the curbside of the Building. Lessee, however, shall maintain, at its own expense, waste removal from the Premises to the curbside dumpster and any additional necessary disposal, scavenger, or exterminating service, or any other service required by law or required for the purpose of its business.
19. **INSURANCE.** Tenant shall at its own cost and expense procure and maintain during the entire Term and any extensions thereof the following insurance policies in compliance with the terms hereof:
- (A) **Tenant's Property Insurance.** Tenant shall, at its sole cost and expense, obtain and keep in force during the Lease term, all-risk property insurance (including, but not limited to, theft, sprinkler leakage, and boiler and machinery) on Tenant's improvements, fixtures, furnishings, and equipment in and upon the Premises or Building in an amount not less than one hundred percent (100%) of the full replacement cost (without deduction for depreciation) thereof, with a maximum deductible of One Thousand and no/100 Dollars (\$1000.00). All amounts received from said insurance shall be applied to the payment of the cost of repair or replacement of any of Tenant's improvements, fixtures, furnishings, and equipment that were damaged or destroyed unless this Lease terminates prior to such repair or replacement being made, in which case the portion of such amounts representing improvements and fixtures which would have become Landlord's property shall be paid over to Landlord, and the balance shall be retained by Tenant.
- (B) **Liability Insurance.** Tenant shall, at its sole cost and expense, but for the mutual benefit of Tenant, and Landlord, obtain and keep in force during the term of this Lease commercial general liability insurance (Bodily Injury and Property Damage) on an occurrence form with a limit of liability not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence, per location, including premises-operations and products/completed operations hazards and with the following supplementary coverage's: (i) contractual liability to cover liability assumed under this Lease; (ii) personal injury liability, and (iii) broad form property damage liability. Such policies of insurance shall name Landlord as an additional insured thereunder.
- (C) **Workers' Compensation and Business Interruption Insurance.** Tenant shall, at Tenant's sole cost and expense, carry workers' compensation insurance in accordance with the laws of the State of Illinois. In addition, Tenant shall carry business interruption insurance in a commercially reasonable dollar amount.
- (D) **Tenant's Policies.** All policies of insurance required under this Section shall be issued by insurance companies licensed to do business in the State of Illinois and authorized to issue such policy or policies. All policies of insurance procured by Tenant shall contain endorsement providing that such insurance may not be materially changed, amended, or canceled with respect to Landlord except after thirty (30) days prior written notice from the insurance company to Landlord, sent by registered mail.

UNOFFICIAL COPY

[Kyoo Hwan Lee] LEASE AGREEMENT

20. SECURITY DEPOSIT. Lessee shall utilize existing security deposit with Lessor the sum of \$1750 and for a security deposit for the use and performance of all covenants and agreements of Lessee hereunder. Lessor may apply all or any portion thereof in payment of any amounts due Lessor from Lessee. Upon termination of the Lease and full performance of all matters of any amounts due by Lessee, so much of the security deposit as remains unapplied shall be returned to Lessee. The deposit shall not bear interest. e
21. IMPROVEMENTS. Lessee agrees not to make any alterations in, or additions to, the leased Premises prior to or during the Lease term without Lessor's prior written consent in each and every instance. If Lessor consents to such alteration or additions, before commencement of the work or delivery of any materials onto the Premises or into the Building, Lessee shall furnish Lessor with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and liabilities and expenses which may arise in connection with the alterations and/or additions. Whether Lessee furnishes Lessor with the foregoing or not Lessee hereby agrees to hold Lessor harmless from and in all liabilities arising from said alterations or additions. All additions and alterations shall be installed in a good, workmanlike manner. Lessee shall pay the cost of decorating the Leased Premises occasioned by any such alterations and additions. All alterations and additions shall comply with all insurance requirements and with all ordinances and regulations of the local municipality or any department or agency thereof and with the requirements of all statutes and regulations of the State of Illinois or any department or agency thereof. All additions, fixtures and improvements, temporary or permanent, except Tenant's fixtures and personal property in or upon the leased Premises at the termination of this lease by the lapse of time or otherwise without compensation or allowance, shall be the property of the Lessor. However, upon the expiration or sooner termination the Lease term hereof, Lessee shall, upon written demand by Lessor, given at least 30 days prior to the end of the term, at Lessee's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Lessee, *designated by Lessor to be removed*, and Lessee shall forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal. In general terms, the Lessor recognizes that the initial 'buildout' cost that is to be assumed by the Lessee will add value to the Building, the 'buildout', or alterations, shall remain in place.

UNOFFICIAL COPY

[Kyoo Hwan Lee] LEASE AGREEMENT

22. UTILITIES. Lessee shall be responsible for the payment of all electrical and utility bills that affect the demised Premises. This includes the ComEd electrical and Nicor Gas service. The ComEd electrical service for the Building is divided into four separate 'zones'. The Lessee will be responsible for payment on the 'zones' which apply to their leased space. The Nicor Gas service is billed for the entire Building, with no 'zone' breakdown. In this case, each tenant will be responsible for their pro-rated share. This pro-ration will be accomplished by using each tenants leased square footage/percentage to determine their share of payment.

23. REHABILITATION. If, any time during the term of this Lease, Lessor decides to rehabilitate or improve the property, Lessee hereby covenants to render every reasonable assistance to Lessor, his employees or agents, provided said assistance is without cost to Lessee and does not unduly interfere with the business of the Lessee.

24. COOKING. The lessee shall limit the cooking of herbs to off-hours. Off hours will be determined as early morning and late evening. *Saturday evenings and Sunday*

Dated: _____

Dated: _____

Medcoa Physical Therapy

JLG Real Estate, Inc.

Kyoo Hwan Lee

John Garris

GUARANTEE

On this day _____, 2_____, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

(SEAL)

(SEAL)