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THIS INSTRUMENT WAS
PREPARED BY:
Larissa A. Addison, Esq.
InSite Real Estate Development, L.L.C.
1603 West Sixteenth Street
Oak Brook, Illinois 60523



Doc#: 0409732038
Eugene "Gene" Moore Fee: \$88.50
Cook County Recorder of Deeds
Date: 04/08/2004 01:13 PM Pg: 1 of 33

AFTER RECORDING
RETURN TO:
Larissa A. Addison, Esq.
InSite Real Estate Development, L.L.C.
1603 West Sixteenth Street
Oak Brook, Illinois 60523

03-12525

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AFFIDAVIT
REGARDING 14700 LAGRANGE ROAD, ORLAND PARK, ILLINOIS
LEASE

STATE OF ILLINOIS)

) SS.:

COUNTY OF DUPAGE)

ON THIS DAY PERSONALLY APPEARED David F. Cunningham, a Manager of InSite Orland (147th St.), L.L.C., an Illinois limited liability company (the "Company"), and who, after being duly sworn according to law, deposes and says as follows with respect to that certain property legally described on Exhibit A, attached hereto and made a part hereof (the "Property"):

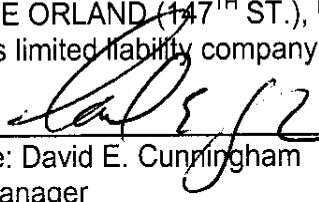
1. The affiant is a Manager of the Company, and has knowledge of the facts stated herein, and is fully authorized and qualified to make this statement.
2. That as of the date hereof, the Company is in undisputed and peaceful possession of the Property, subject to the terms and conditions of that certain Lease between Orland Company Trust, an Illinois Trust, as Landlord, and InSite Orland (147th St.), L.L.C., an Illinois limited liability company, as Tenant, dated June 25, 2003, as amended by that certain First Amendment to Lease, dated October 1, 2003.
3. That attached hereto as Exhibit B and made a part hereof is a true, complete and accurate copy of the Lease and First Amendment, which, as of the date hereof, is in full force and effect.

[Remainder of page intentionally left blank; signature on following page]

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IN WITNESS WHEREOF, the Company has executed this Affidavit this 2nd day of April, 2004.

INSITE ORLAND (147TH ST.), L.L.C., an Illinois limited liability company

By: 
Name: David E. Cunningham
Its: Manager

SUBSCRIBED AND SWORN to me this 2nd day of April, 2004


Notary Public

My Commission Expires: 8-2-2005



Property of Cook County Clerk's Office

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EXHIBIT A

Legal Description of the Land

THE NORTH 1/4 OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 378 FEET THEREOF AND EXCEPT THAT PART DEDICATED FOR HIGHWAY) IN COOK COUNTY, ILLINOIS.

14700 LAGRANGE ROAD
ORLAND PARK, ILLINOIS

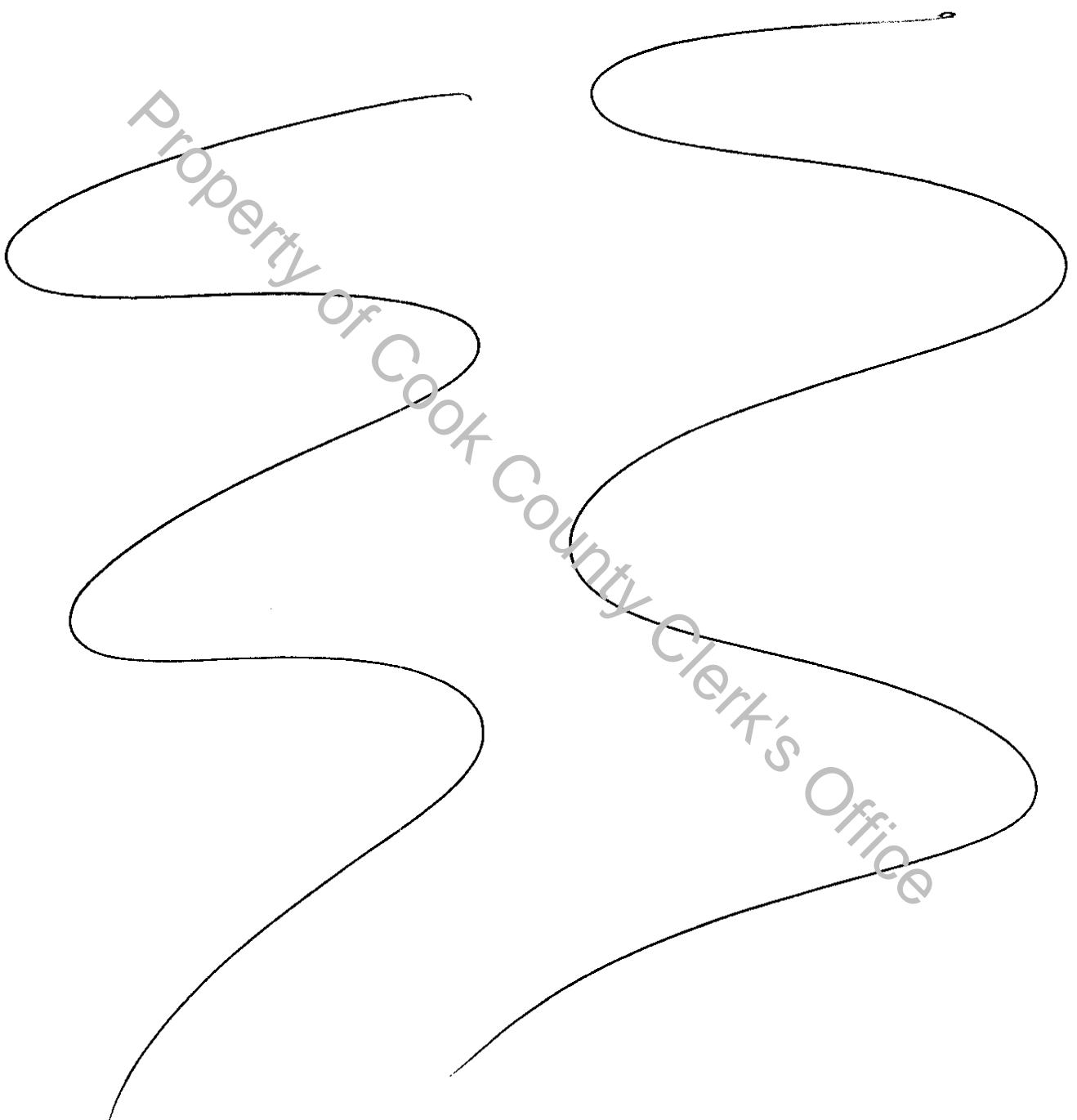
PIN: 27-09-401-022

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EXHIBIT B

Lease
(see attached)



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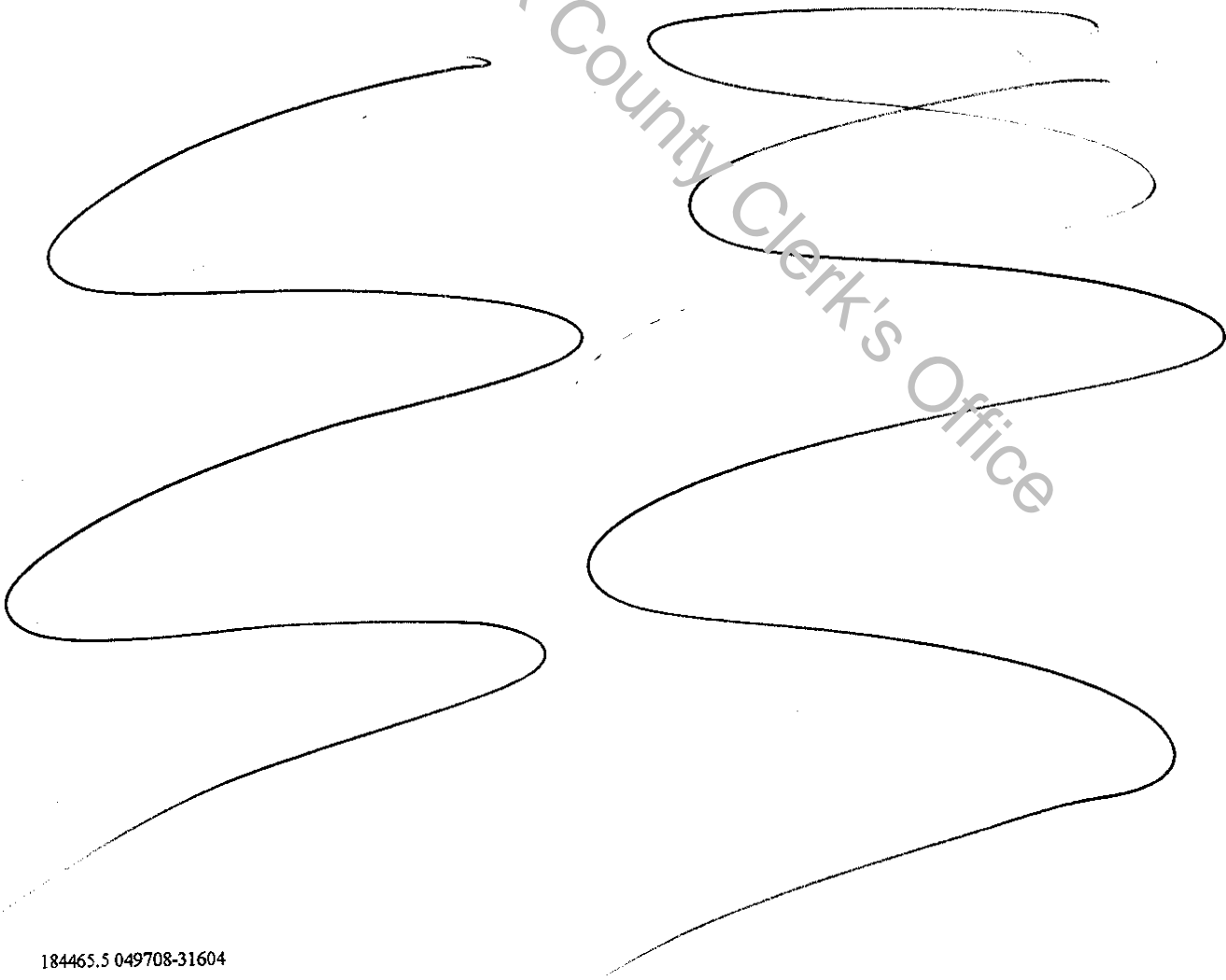
**Lease
Between**

ORLAND COMPANY TRUST

and

**INSITE ORLAND (147TH ST.), L.L.C.,
an Illinois limited liability company**

Property of Cook County Clerk's Office

A large, stylized signature scribble consisting of several overlapping, wavy lines that cover the lower half of the page. The scribble is drawn in black ink and is positioned over the text 'Property of Cook County Clerk's Office'.

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LEASE

THIS LEASE is made between the Landlord and the Tenant hereinafter identified in Sections 1.1(b) and (c) hereof, respectively, and constitutes a Lease between the parties of the "Premises" as identified in Section 1.1 (d) hereof on the terms and conditions and with and subject to the covenants and agreements of the parties hereinafter set forth.

WITNESSETH:

ARTICLE 1. BASIC LEASE PROVISIONS

Section 1.1 Basic Lease Provisions. The following are certain lease provisions which are part of, and, in certain instances, referred to, in subsequent provisions of this Lease:

- (a) Date of Lease: June 25, 2003
- (b) Landlord: Orland Company Trust, an Illinois Trust
- (c) Tenant: InSite Orland (147th St.), L.L.C.
an Illinois limited liability company
- (d) Premises: Land and building located at
14705 LaGrange Road
Orland Park, Illinois 60462
- (e) Commencement Date: July 1, 2003
- (f) Expiration Date: December 31, 2013
- (g) Minimum Rental:

	<u>Annual</u>	<u>Monthly</u>
<u>Original Term</u> Months 1-126.....	\$ [REDACTED]	[REDACTED]
<u>Option Term No. 1:</u> Months 127-186.....	\$ [REDACTED]	[REDACTED]
<u>Option Term No. 2:</u> Months 187-246.....	\$ [REDACTED]	[REDACTED]
<u>Option Term No. 3:</u> Months 247-306.....	\$ [REDACTED]	[REDACTED]
<u>Option Term No. 4:</u> Months 307-366.....	\$ [REDACTED]	[REDACTED]

- (h) Permitted Use: See Article 6
- (i) Security Deposit: None

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- (j) Landlord's Address: Orland Company Trust
28833 Telegraph Road
Southfield, Michigan 48034
Attn: Mr. Oliver L. Fretter
- (k) Tenant's Address: c/o InSite Real Estate Development, LLC
1603 West 16th Street
Oak Brook, Illinois 60523
- (l) Amount Due on or before the Commencement Date: First month's Minimum Rental in the amount of \$ [REDACTED] plus first month's management fee in the amount of \$ [REDACTED] for a total of \$ [REDACTED]

ARTICLE 2. GRANT AND TERM

Section 2.1 Premises. Landlord, in consideration of the rent and additional payments to be paid and the covenants to be performed by Tenant, hereby leases to Tenant the real property (the "Land") located in the City of Orland Park, County of Cook, and State of Illinois, described in Exhibit "A" attached hereto and made an integral part of this Lease, together with the building and other improvements located on the Land (the "Improvements"). The Land and the Improvements collectively will constitute and be referred to in this Lease as the "Premises".

Section 2.2 Commencement and Ending Day of Term. The original term (the "Original Term") of this Lease shall commence on July 1, 2003 (the "Commencement Date"), and shall end on December 31, 2013 (the "Expiration Date"), unless sooner terminated or extended as hereinafter provided.

Section 2.3 Options. If Tenant is not then in monetary or other material default under any of the terms and conditions of this Lease (after the expiration of applicable notice and cure periods), Tenant shall have the right to extend the term of this Lease for up to four (4) additional terms of five (5) years each (collectively the "Option Terms" and individually an "Option Term"); provided, that Tenant shall deliver to Landlord written notice of its election to extend the term of this Lease at least six (6) months prior to the Expiration Date of the Original Term or the applicable Option Term. Except as expressly otherwise provided herein, all the covenants, agreements, terms and conditions contained herein shall remain in full force and effect during the applicable Option Term. As used herein, the word "Term" shall mean the Original Term or any Option Term, as the case may be.

ARTICLE 3. RENT

Section 3.1 Minimum Rental. The minimum rental (the "Minimum Rental") beginning on the Commencement Date and continuing during the Term shall be the respective sums set forth in Section 1.1(g) hereof, which sums shall be payable by Tenant in equal consecutive monthly installments on or before the first day of each month, in advance, at the office of Landlord, or such other place as Landlord may designate, without any prior demand therefore and without any deductions or setoff whatsoever, except as set forth in Section 15.1(d) or Section 16.2 of this Lease. In addition to Minimum Rental, Tenant shall pay an additional amount equal to two (2%) percent of the Minimum Rental to Landlord as a management fee. Such management fee shall be paid in twelve (12) equal monthly installments during each Lease Year at the same time and place and in the same manner as the Minimum Rental. Should the Commencement Date or the Expiration Date be a date other than the first day of the calendar month, then the Minimum Rental for any month in which either date falls shall be prorated upon a daily basis based upon a 365 day calendar year.

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Section 3.2 Lease Year. The term "Lease Year" as used herein shall be defined to mean a period of twelve (12) consecutive calendar months. The first Lease Year shall begin on the Commencement Date if such Commencement Date shall occur on the first day of a calendar month; if not, then the first Lease Year shall commence on the first day of the calendar month following the Commencement Date. Each succeeding Lease Year shall commence on the anniversary date of the first Lease Year. If the Commencement Date is other than the first day of a calendar month, then the period between the Commencement Date and the succeeding first day of the next calendar month shall be defined as a "Partial Lease Year".

Section 3.3 Tenant's Tax Obligation.

(a) Tenant agrees to pay to Landlord all taxes and assessments which have been levied or assessed by any lawful authority against the Premises for each calendar year during the Term (hereinafter referred to as the "Taxes"). Taxes for the first calendar year of the Term and the last calendar year of the Term will be prorated on a per diem basis between Landlord and Tenant so that Tenant will be responsible only for any such Taxes attributable to the period during which the Term is in effect. Should the United States, the State of Illinois or any other subdivisions thereof or any governmental authority having jurisdiction over same either: (i) impose a tax and/or assessment of any kind or nature upon, against, measured by or with respect to the rentals payable by tenants in the Premises to Landlord, either by way of substitution for all or any part of the taxes and assessments levied or assessed against the Premises, or in addition thereto, and/or (ii) impose a tax or surcharge of any kind or nature, upon, against or with respect to the parking areas (the "Parking Areas") or the number of parking spaces included in the Premises, then in either or both of such events, such tax, assessment and/or surcharge shall be deemed to constitute Taxes for the purpose of this Section 3.3 and Tenant shall be obligated to pay Landlord such amount as provided herein. As used herein, Taxes for any calendar year shall mean the Taxes assessed or levied against the Premises for such year, without regard to when such Taxes are paid or due for payment. Taxes shall not include any income, estate, gift, succession, inheritance, franchise, capital levy, sales, transfer or similar tax. For purposes of this Lease, any special assessment shall be deemed payable in the maximum number of installments as is permitted by the applicable taxing authority, whether or not same are actually paid in fewer installments. Landlord represents to Tenant that (a) the Property Identification Number (PIN) for the Premises is 27-09-401-022-0000, (b) the 2001 general real estate taxes for the Premises are \$75,707.24, (c) there are currently no special assessments affecting the Premises, and (d) all accrued Taxes have been paid in full and there are no Tax delinquencies affecting the Premises. Landlord shall pay all Taxes when due and shall not allow same to become delinquent.

(b) Either party may at its option contest the amount or validity of any imposition of Taxes against the Premises or the personal property thereon by appropriate proceedings if it notifies the other party in writing at least thirty (30) days prior to the date of filing such application to contest. However, Tenant shall continue to pay the installments due Landlord under Section 3.3(d) hereof. During such contest Landlord shall have a right to pay such Taxes as and when due, unless the proceeding commenced by Landlord or Tenant or Tenant's posting of a bond or other security shall operate to stay the collection of the Taxes so contested. Landlord, at Tenant's sole cost and expense, shall join in any such proceeding if it shall be required properly to contest the Taxes.

(c) Either party may at its option institute an action to obtain a reduction in the assessed valuation of the Premises. Landlord and Tenant shall cooperate with each other in connection with any such action, including signing all necessary complaints and affidavits. All attorney's fees, costs and other expenses incurred by Landlord as a result of any such action instituted by Landlord shall be deemed Taxes payable as Additional Rent at the times set forth in Section 3.3(d) up to (but not to exceed) the

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actual reduction of Taxes achieved by such action. Any refunds received by either party as a result of any such action shall be paid to Tenant.

(d) Taxes shall be paid by Tenant to Landlord in monthly installments on or before the first day of each calendar month, in advance, in an amount reasonably estimated by Landlord. For the calendar years in which the Term commences and terminates, the provisions of the second sentence of Section 3.3(a) above shall apply, and Tenant's liability for Taxes for such years shall be subject to a pro rata adjustment based on the number of days of said calendar years during which the Term is in effect. A copy of a Tax bill submitted by Landlord to Tenant shall at all times be sufficient evidence of the amount of Taxes. Landlord's and Tenant's obligations under this Section 3.3 shall survive the expiration of the Term.

Section 3.4 Additional Payments. "Rental" shall be defined in this Lease as Minimum Rental, which sums shall be payable in the manner provided in this Lease. Beginning on the Commencement Date, all other sums of money or charges required to be paid by Tenant under this Lease shall be deemed additional rental and shall be promptly paid by Tenant when the same are due without any deductions or set off whatsoever, except as provided in Section 15.1(d) and Section 16.2 of this Lease. Tenant's failure to pay any such amounts or charges when due shall carry with it the same consequences as Tenant's failure to pay rent. All such amounts or charges shall be payable to Landlord at the place where the Minimum Rental is payable.

ARTICLE 4. DELIVERY OF POSSESSION, RELOCATION AND CHANGES AND ADDITIONS

Section 4.1 Delivery of Possession.

(a) Tenant acknowledges that it has inspected the Premises and agrees to take occupancy of the Premises in an "as is" condition. To the best of Landlord's knowledge, the Premises are in compliance in all material respects with all applicable laws, building codes, ordinances and other governmental rules and orders (including, without limitation, "Environmental Laws", as defined in Section 6.2) and no Building Code violations now exist against the Premises. Landlord hereby assigns to Tenant all of Landlord's rights under all warranties and guaranties relating to the Premises (if any), including, without limitation, construction, roof and HVAC warranties and guaranties. Tenant shall have the right to take occupancy of the Premises on the Commencement Date (also the "Occupancy Date").

(b) Landlord agrees to provide the necessary mains and conduits in order that water and sewer facilities, gas (if available) and electricity may be available to the Premises, and Tenant agrees to promptly pay for its use of the same. Prior to the Commencement Date, Tenant shall cause the gas and electrical utilities to be put in Tenant's name and billed directly to Tenant. Landlord's obligation to make utility services available ends once water, sewer facilities, gas (if available) and electricity is provided up to the Premises. Landlord shall not be liable in damages or otherwise should the furnishing of any services by it to the Premises be interrupted by fire, accident, riot, strike, act of God, or the making of necessary repairs or improvements or any other causes of any kind or nature, unless such interruption is caused by the negligence or willful misconduct of Landlord or its agents, contractors or employees. Tenant hereby acknowledges that it has fully examined all utilities which it may require in connection with the leasing and use of the Premises, that it accepts such utilities "AS IS" and that Landlord makes NO WARRANTY whatsoever, EXPRESS OR IMPLIED, in connection with making any such utility available, or as to the capacity of any such utility or the fitness of same for Tenant's purposes.

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ARTICLE 5. TENANT'S WORK

Section 5.1 Tenant's Work. Tenant, at its sole cost and expense, may at any time during the Term construct and install any renovations, additions, alterations or improvements to the Premises as Tenant may elect (all such renovations, additions, alterations and improvements being hereinafter called "Tenant's Work"). Tenant shall provide Landlord a written description of Tenant's Work prior to commencement of same.

ARTICLE 6. CONDUCT OF BUSINESS BY TENANT

Section 6.1 Use of Premises. Tenant shall use and occupy the Premises during the continuance of this Lease solely for the "Permitted Use" and for no other purpose or purposes without the prior written consent of Landlord. A Permitted Use for purposes hereof shall mean any business use allowed by this Lease or by current local, zoning law and not otherwise proscribed by any applicable state or local ordinances, statutes, rules or regulations. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business or other activity carried on in the Premises or if a failure to procure such a license or permit might or would, in any way, affect Landlord or the Premises, then Tenant, at Tenant's expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by Landlord. Tenant, at Tenant's expense, shall, at all times, comply with the requirements of each such license and permit. Landlord, at Tenant's sole cost and expense, shall cooperate with Tenant and sign any application, affidavit or similar document required by Tenant to obtain any special use permit or license for the Premises.

Section 6.2 Environmental.

(a) Tenant shall not discharge, release, generate, treat, store, dispose of or deposit in, on or under the Premises, or permit to be discharged, released, generated, treated, stored, disposed of or deposited in, on or under the Premises, and during the Term the Premises shall be free of and will not be contaminated by any unlawful quantities of any "toxic or hazardous substance", asbestos, urea formaldehyde insulation, PCB's, radioactive materials, flammable explosives or any other hazardous or contaminated substance (collectively "Hazardous Materials") prohibited, limited or regulated under the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") or under any other applicable federal, state or local statutes, regulations or ordinances (collectively the "Environmental Laws"), other than (i) any pre-existing Hazardous Materials in, on or under the Premises as of the date of this Lease (the "Pre-Existing Hazardous Materials), and (ii) reasonable quantities of Hazardous Materials used in the normal operation of the business of any occupant of the Premises. Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims, liabilities, damages, costs and expenses (including attorney fees) incurred by Landlord relating to or arising as a result of Tenant's breach of the foregoing covenant, including, without limitation, clean-up costs and future response costs under CERCLA.

(b) This Lease is expressly subject to and conditioned upon Tenant's approval of a Phase I/Phase II environmental assessment report for the Property (the "Environmental Report") to be prepared by an environmental consultant selected by Tenant. If the Environmental Report is not acceptable to Tenant, then Tenant may terminate this Lease by giving Landlord a written notice of termination on or before July 1, 2003, in which event neither Landlord nor Tenant shall have any further rights or obligations under this Lease. Tenant agrees to furnish Landlord with a copy of the Environmental Report. Landlord agrees to reimburse Tenant for one-half of the cost of the Environmental Report, which reimbursement shall be made (i) within ten (10) days after Tenant provides Landlord with a copy of the invoice for the Environmental Report, and (ii) regardless of whether Tenant elects to terminate this Lease.

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Section 6.3 Care of Premises. Tenant shall keep the Premises (including the service areas adjacent to the Premises, show windows and signs) orderly, neat, safe and clean and free from rubbish and dirt at all times and shall store all trash and garbage within the Premises and arrange for the regular pick up of such trash and garbage at Tenant's expense. Tenant shall not burn any trash or garbage at any time in or about the Premises. In the event Tenant fails to keep the Premises in the condition called for above and such failure shall continue for thirty (30) days after Tenant's receipt of a written notice thereof from Landlord, then Landlord may enter upon the Premises and have all rubbish, dirt, trash and garbage removed and the sidewalks cleaned, in which event Tenant agrees to pay all reasonable charges incurred by Landlord therefor within ten (10) days after being billed therefor.

ARTICLE 7. MAINTENANCE OF PREMISES

Section 7.1 Maintenance of Premises.

(a) Other than as expressly provided otherwise in this Section 7.1, and subject to Sections 4.1(a) and 6.2(b) above, Tenant covenants and agrees that it will, at its own expense, during the Term, keep, maintain, repair and replace the entire Premises and every part thereof, including, without limitation, the roof, the exterior and interior of all walls, the doors, door frames, the window glass, window casings, window frames, windows (including all appliances, appurtenances and attachments thereto), all plate glass, the electrical, plumbing, heating and air conditioning and other mechanical systems and equipment and appurtenances thereto, in good order, condition and repair, and further, Tenant shall keep and maintain the Premises in a clean, sanitary and safe condition in accordance with the laws of the State of Illinois, all directions, rules and regulations of any health officer, fire marshal, building inspector, or other proper officials of any governmental agencies having jurisdiction over the Premises, and Tenant shall comply with all requirements of law, ordinance and otherwise, affecting the Premises. The maintenance and repair of the Premises shall also include cleaning, weed cutting and removal, ice, snow, water and rubbish clearance, policing of grounds and upkeep of walkways, landscaping, parking facilities, driveways, drainage facilities and lighting facilities. With respect to the repair, replacement and maintenance of the roof and the exterior walls, Tenant shall be responsible for all such repairs, replacements and maintenance of any kind or nature. Tenant shall supply, pay for and maintain its own garbage container(s), with a minimum pickup schedule to maintain a clean and orderly area. At the expiration of the Term, Tenant shall yield and deliver the Premises to Landlord in the like condition as when it was taken, except for damage by fire or other casualty and reasonable use and wear thereof, and will, at its own cost and expense, repair or pay the cost of restoration with respect to any damage to the Premises arising from the removal of any trade fixture or similar items. Tenant shall have no rights of removal as to property affixed or otherwise placed on or in the Improvements by or at the expense of Landlord, its predecessors, successors or assigns, but Tenant may remove any trade fixtures, furnishings, equipment and personal property installed in or on the Premises by Tenant or anyone claiming by, through or under Tenant (collectively, the "FF&E").

(b) During the Term, Tenant agrees to employ a suitable contractor to perform Tenant's obligations for maintenance of the fire sprinkler systems and heating, cooling and ventilating units on the Premises. Such maintenance shall include at least semi-annual inspections and cleaning of said units and systems, together with such adjustments and servicing as each such inspection discloses to be required and, in addition, all repairs, testing and servicing as shall be necessary or reasonably required by Landlord or Landlord's insurance underwriter. A suitable contractor shall be one who is reliable and capable of performing Tenant's obligations.

(c) In the event Tenant refuses, neglects or fails to commence and complete any repairs or replacements to the Premises or maintain the Premises as provided herein and such failure shall continue

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for thirty (30) days after Tenant's receipt of a written notice thereof from Landlord, then Landlord may, at its sole option, make and complete such repairs or replacements and shall not be responsible to Tenant for any loss or damage that may be incurred by Tenant by reason thereof (except such damage which is caused by the negligence or willful misconduct of Landlord), and all reasonable sums expended by Landlord to make such repairs or replacements shall be additional rent due and payable on the next day Minimum Rental is payable, together with interest as provided in Section 23.11 hereof.

(d) All Tenant's Work (except for FF&E) shall be the property of Landlord, and shall be surrendered with the Premises at the end of the Term, without molestation or injury.

(e) Tenant agrees to maintain any sign, awning, canopy, decoration, lettering or advertising matter in or on the Premises in good condition and repair at all times.

(f) Tenant agrees that all Tenant's Work shall (i) be done in a good and workmanlike manner and in conformity with all laws, ordinances and regulations of all public authorities having jurisdiction, using materials of good quality and performed so that the structure of the Improvements shall not be impaired thereby, and (ii) be carried out and completed in an orderly, clean and safe manner. Tenant shall maintain insurance coverage while any Tenant's Work is being performed with Landlord as an additional insured.

(g) Tenant shall obtain all necessary governmental permits before performing any Tenant's Work. Landlord agrees to cooperate with Tenant in obtaining such permits; provided, however, Landlord shall have no obligation to pay any fees or charges for building permits or the like which Tenant is required to obtain from such governmental agencies or authorities.

(h) Tenant's obligations under this Section 7.1 which accrue prior to the Expiration Date (but which Tenant fails to perform prior to the Expiration Date) shall survive the expiration of the Term of this Lease.

ARTICLE 8. INSURANCE AND INDEMNITY

Section 8.1 Property, General Liability and Umbrella Insurance.

(a) Tenant, at its sole cost and expense, shall at all times during the Term maintain a property insurance policy (the "Property Policy") insuring the Improvements against those risks of loss insured against by so called "all risk" property insurance for the full replacement value thereof (with deductibles of not more than \$10,000) and such insurance coverage shall include loss of rents insurance for at least one years Minimum Rental. The Property Policy shall include Landlord, Tenant and any mortgagee of the Premises as named insureds, as their interests may appear.

(b) Tenant, at its sole cost and expense, shall at all times during the Term maintain the following insurance: (i) a commercial general liability policy (ISO form or equivalent), including insurance against assumed or contractual liability under this Lease with respect to the Premises and the operations of Tenant and any subtenants of Tenant in, on or about the Premises in which the limits with respect to bodily injury, death and property damage shall be not less than Two Million Dollars (\$2,000,000) per occurrence combined single limit, which CGL Policy shall include Landlord and any mortgagee of the Premises as additional insureds; (ii) worker's compensation insurance coverage for those employees (if any) of Landlord performing any work or services on or to the Premises with minimum limits of coverage as required by law; (iii) with respect to any Tenant's Work, builder's risk insurance, in reasonable and customary amounts; (iii) such other insurance (if any) as may from time to time be

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required by city, county, state or federal laws, codes, regulations or authorities. The minimum limits of coverage under the CGL Policy may from time to time, at Landlord's option, be increased by not more than ten percent (10%) per annum, on a cumulative basis, with such increase to occur not more often than once during each Lease Year. The deductibles under any of such insurance policies to be carried by Tenant shall not exceed Ten Thousand Dollars (\$10,000).

Section 8.2 Insurance Requirements. All insurance policies which Tenant is required to maintain pursuant to this Article 8 (collectively "Tenant's Policies") shall, in addition to the foregoing, be written by insurers which have an A.M. Best & Company rating of "A" 12 or better and are authorized to write such business in the State of Illinois. All Tenant's Policies shall be endorsed to provide that they shall not be canceled for any reason except on at least thirty (30) days' prior written notice to Landlord. Certificates of Tenant's Policies will be delivered by Tenant to Landlord prior to the Commencement Date, together with receipts evidencing payment of the premiums therefor. Tenant shall deliver certificates of renewal for Tenant Policies to Landlord not less than thirty (30) days prior to the expiration dates thereof. Any of Tenant's Policies may be in the form of blanket insurance policies covering other properties in addition to the Premises; provided, however, that (a) with respect to any property insurance issued on a blanket basis, the per location limits of coverage shall not be less than the replacement value of the Improvements, (b) with respect to any liability insurance issued on a blanket basis, the per occurrence limit of coverage shall not be less than the minimum limits of coverage from time to time required under this Lease, and (c) with respect to any liability insurance issued on a blanket basis, any overall annual aggregate limit of liability applicable to Landlord and the Premises shall be independent from any overall annual aggregate limit of liability applicable to any other entity or location. Tenant may provide any liability insurance pursuant to this Article 8 which is in excess of \$1,000,000 in the form of an excess liability (or so-called "umbrella") policy.

Section 8.3 Covenant to Hold Harmless. Tenant will indemnify and defend Landlord and each of its partners, shareholders, beneficiaries, trustees, directors, related parties or affiliates, as the case may be, and save it and them harmless from and against any and all claims, actions, damages, liability and expense of any kind or nature resulting in loss of life, personal, bodily or advertising injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises, regardless of who asserts such claim, except those which are caused by the negligence or willful misconduct of Landlord, or Landlord's agents, employees or contractors. All property kept, stored or maintained in the Premises shall be so kept, stored or maintained at the risk of Tenant only. In case Landlord shall be made a party to any litigation commenced against Tenant, then Tenant shall reimburse Landlord for all reasonable costs, expenses and attorney fees incurred or paid by Landlord in connection with such litigation, unless Landlord is found liable for negligence or willful misconduct under such litigation.

Section 8.4 Waiver of Subrogation. Landlord and Tenant hereby release each other and their respective agents and employees from, and waive all claims for, any and all liability to each other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by or resulting from risks insured against (or which would have been insured against had that party carried all insurance required by this Article 8) under any insurance policy covering loss or damage to the Premises or any part thereof, and each party agrees to cause each property insurance policy (including the Property Policy) carried by such party with respect to the Premises to be endorsed to permit such waivers and releases. However, if at any time their respective insurers shall refuse to permit waivers of subrogation, Landlord or Tenant may in each instance revoke said waiver of subrogation effective thirty (30) days from the date of notice to the other unless, within such thirty (30) day period, the other is able to secure and furnish, without additional expense, insurance in other companies with such waiver of subrogation, or if such waiver can only be obtained at additional expense, if the other agrees to pay such additional expense.

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ARTICLE 9. INTENTIONALLY DELETED

ARTICLE 10. UTILITY CHARGES

Section 10.1 Utility Charges. Tenant agrees to pay all charges made against the Premises for gas, heat, electricity, sewer, water and all other utilities used upon or furnished to the Premises as and when due during the Term.

ARTICLE 11. OFF-SET STATEMENT, ATTORNMENT AND SUBORDINATION

Section 11.1 Off-Set Statement. Tenant agrees within ten (10) days after Tenant's receipt of a written request therefor from Landlord (which requests may not be made more often than one time during any Lease Year), to execute and deliver to Landlord a statement (an "Off-Set Statement"), in writing, certifying to Tenant's actual knowledge (a) that this Lease is in full force and effect (if such be the case) (b) the Commencement Date and the Expiration Date, (c) that Rental is paid currently without any off-set or defense thereto (if such be the case), (d) the amount of Rental, if any, paid in advance, (e) that there are no uncured defaults by Landlord or stating those claimed by Tenant, and (f) such other information as Landlord may reasonably request. Landlord agrees within ten (10) business days after Landlord's receipt of a written request therefor from Tenant to execute and deliver to Tenant a similar statement.

Section 11.2 Attornment. Tenant shall, in the event any proceedings are brought for the foreclosure of or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

Section 11.3 Subordination. Tenant agrees that this Lease shall, at the request of Landlord, be subordinate to any first mortgage or deed of trust (each such mortgage or trust deed being hereinafter called a "Mortgage") that may hereafter be placed upon the Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, provided the mortgagee or trustee named in said Mortgage (the "Mortgagee") shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default. Tenant also agrees that any Mortgagee may elect to have this Lease a prior lien to its Mortgage, and in the event of such election and upon notification by such Mortgagee to Tenant to that effect, this Lease shall be deemed prior in lien to said Mortgage, whether this Lease is dated prior to or subsequent to the date of said Mortgage. Tenant agrees, that upon the request of Landlord or any Mortgagee, Tenant shall execute whatever instruments may be required to carry out the intent of this Section 11.3. Landlord represents to Tenant that no Mortgage encumbers the Premises as of the date of this Lease.

Section 11.4 Remedies. Failure of either party to execute any of the above instruments within ten (10) days after receipt of written request to do so shall constitute a breach of this Lease and the other party may pursue any rights and remedies available to it under this Lease. Failure of either party to execute (or to timely modify to the extent factually accurate and then execute) within ten (10) days after receipt, any Off-Set Statement delivered by the other party shall constitute its acknowledgement of the truthfulness and accuracy of the statements contained in such Off-Set Statement.

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ARTICLE 12. ASSIGNMENT AND SUBLETTING

Section 12.1 Assignment and Subletting.

(a) Upon advance written notice to Landlord and, in the case of assignment, the approval of Landlord which shall not be unreasonably withheld, conditioned or delayed, Tenant may assign this Lease or sublet the Premises, or any portion thereof, provided that no monetary or other material "event of default" as defined in Section 17.1, then exists, and further provided the use of the Premises pursuant to such assignment or sublease does not violate any term or provision of this Lease, nor any current zoning classifications, or other state and local laws, ordinances, rules or regulations. Tenant shall be entitled to receive and retain 100% of all rentals payable under each such sublease and 100% of all consideration payable for any such assignment. In the event that Tenant does assign or in any manner transfer this Lease, or any estate or interest herein, or does sublease the Premises, or any part thereof, neither Tenant nor its Guarantor shall in any way be released from any of its obligations under this Lease.

(b) Within ten (10) days after Landlord's receipt of a written request therefor from Tenant, Landlord agrees to execute a Recognition Agreement in the form attached hereto as Exhibit "B" (or in such other commercially reasonable form as may be agreed upon by the parties) in favor of any subtenant of Tenant, whereby Landlord shall agree to recognize such subtenant and its sublease in the event of any termination of this Lease by Landlord if such subtenant is not in default; provided, however, Landlord's obligation to execute said Recognition Agreement shall only apply where (i) the rental and all additional payments due under the sublease per leaseable square foot of the subleased premises equal or exceed those payable by Tenant to Landlord under this Lease, (ii) the term of such sublease does not exceed the remaining Term under this Lease (excluding any unexercised Option Terms), and (iii) the sublease is otherwise commercially reasonable as determined by Landlord in its reasonable judgment.

(c) Within ten (10) days after Landlord's receipt of a written request therefor from Tenant, Landlord agrees to execute a Landlord's Waiver (in a commercially reasonable form) in favor of any lender of any subtenant of Tenant, whereby Landlord agrees to waive any and all of its rights in and to such subtenant's trade fixtures, furnishings and equipment.

(d) Within ten (10) days after Landlord's receipt of a written request therefor from Tenant, Landlord agrees to use its best efforts to cause each then current Mortgagee to execute a Subordination, Non-Disturbance and Attornment Agreement (in a commercially reasonable form) in favor of any subtenant of Tenant, whereby such Mortgagee shall agree to recognize such subtenant and its sublease in the event of foreclosure if such subtenant is not in default.

ARTICLE 13. WASTE

Section 13.1 Waste. Tenant shall not commit or suffer to be committed any waste upon the Premises at any time during the Term.

ARTICLE 14. INTENTIONALLY DELETED

ARTICLE 15. DESTRUCTION OF PREMISES

Section 15.1 Reconstruction of Damaged Premises.

(a) If at any time during the Term the Improvements shall be damaged or destroyed in whole or in part by fire or other casualty, then unless Landlord elects to terminate this Lease as provided in

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Section 15.1(b) below, Landlord shall cause the Improvements to be repaired and restored to good tenable condition with reasonable dispatch and all due diligence at its expense; provided, however, Landlord shall not be obligated to expend for such repair or restoration an amount in excess of insurance proceeds made available to Landlord for such purpose and such additional funds Tenant provides for such purpose, whether voluntarily or pursuant to its obligation hereunder. If the damage was caused by a fire or other casualty which Tenant was required to provide insurance against under the Property Policy and Tenant failed to carry such insurance, then Tenant shall pay to Landlord within thirty (30) days after written demand the amount which an insurer would have paid under the insurance policy which would have been in effect had Tenant complied with this Lease, and such payment shall be due whether or not Landlord terminates the Lease as provided herein [but if Tenant makes such payment, Landlord shall (subject to Section 15.1(e) below) not terminate this Lease and shall proceed to repair and rebuild the Improvements]. Nothing herein contained, however, is intended, nor shall the same limit the obligation of Tenant to at all times maintain the Premises in a good state of repair. Landlord's obligation hereunder shall be limited to repairing or restoring the Improvements to substantially the same condition that existed immediately prior to such damage or destruction.

(b) In the event the Improvements shall be damaged or destroyed in whole or in part by fire or other casualty and sufficient insurance proceeds when added to the amount Tenant voluntarily or is obligated to provide for repair and restoration shall be unavailable to Landlord for repair or restoration, Landlord may (subject to Section 15.1(c) below) elect to either terminate this Lease by giving written notice to Tenant of its election to so terminate, such notice to be given within sixty (60) days after the occurrence of such damage or destruction, or repair and rebuild the Improvements. In the event the Improvements shall be destroyed or damaged during the last twelve (12) months of the Term to the extent that 25% or more of the floor area of the Improvements are rendered untenable and such damage is reasonably estimated to cost \$50,000 or more to repair, then either party may terminate this Lease by giving written notice to the other party, of its election to so terminate, such notice to be given within thirty (30) days after the occurrence of such damage or destruction. In the event of any termination of this Lease under this Section 15.1(b), all of said insurance proceeds available from the Property Policy shall be payable solely to Landlord (excluding proceeds payable with respect to Tenant's FF&E, which shall be payable to Tenant), any amount payable by Tenant to Landlord under Section 15.1(a) immediately shall be due and paid to Landlord, and Rental shall be prorated as of the termination date, subject to abatement as provided in Section 15.1(d). If such proceeds are not sufficient to repair and rebuild the Improvements and Tenant does not contribute any shortage as required herein, Landlord will be under no obligation to restore or repair the Improvements, or to use or make available any insurance proceeds for such purpose.

(c) Tenant shall give immediate notice to Landlord in case of fire to or accident at the Premises. If Landlord repairs or restores the Improvements as provided in Section 15.1(a) above, Tenant shall promptly repair or replace its FF&E in a manner and to a condition equal to that existing prior to the occurrence of such damage or destruction.

(d) If the casualty, repairing or rebuilding or the Improvements pursuant to Sections 15.1(a) and 15.1(b) above shall render the Premises untenable, in whole or in part, a proportionate abatement of the Rental due hereunder shall be allowed from the date when the damage occurred until the date Landlord completes the repairs and restorations to the Improvements or, in the event Landlord elects to terminate this Lease, until the date of termination, but only if and to the extent such abatement of Rental is otherwise covered by rental interruption insurance. Such abatement shall be computed on the basis of the ratio which the floor area of the Improvements rendered untenable compares to the entire floor area thereof.

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(e) If any Mortgagee requires that any or all available insurance proceeds be applied to reduce or retire the indebtedness secured by its Mortgage, and Landlord is entitled to and elects to terminate this Lease under Section 15.1(b) above, then Tenant shall have an option (the "Purchase Option") to purchase the Premises from Landlord for a price equal to the "Fair Market Value", less the amount of all insurance proceeds received by Landlord and its Mortgagee (if any) resulting from the damage or destruction of the Improvements and which proceeds are fairly allocable or attributable to the value of all Tenant's Work existing as of the date of such damage or destruction. Tenant may exercise such option by giving Landlord a written notice thereof within thirty (30) days after Tenant's receipt of Landlord's notice of termination. If Tenant exercises the Purchase Option, the closing of such purchase shall be on a date designated by Tenant but in no event to be later than ninety (90) days after the date upon which Purchaser exercises the Purchase Option. As used herein, the "Fair Market Value" shall mean the prevailing fair market value of the Land as of the date Tenant exercises the Purchase Option. If Landlord and Tenant fail to agree upon the Fair Market Value within thirty (30) days after the date that Tenant exercises the Purchase Option, then the Fair Market Value shall be determined by an appraisal made by an independent MAI appraiser who is jointly selected by Landlord and Tenant within 10 days after the expiration of such 30-day period. If the parties fail to agree upon such an appraiser, then each party shall select its own MAI appraiser within 10 days thereafter and the Fair Market Value shall be the average of the appraised values of the Land made by the two appraisers so selected. The determination of the Fair Market Value by said appraiser or appraisers, as the case may be shall be binding on the parties and enforceable by a court of competent jurisdiction. The cost of the appraisal(s) shall be borne equally by each party.

ARTICLE 16. EMINENT DOMAIN

Section 16.1 Total Condemnation of Premises. If the whole of the Premises shall be taken by any public authority under the power of eminent domain, or by deed in lieu thereof, then the Term shall cease as of the day possession shall be taken by such public authority and Rentals shall be paid up to that day with a proportionate refund by Landlord of such Rentals as may have been paid in advance for a period subsequent to the date of the taking.

Section 16.2 Partial Condemnation.

(a) If less than the whole but more than twenty-five percent (25%) of either the floor area of the Improvements or the Parking Area shall be taken under eminent domain, Tenant shall have the right either to terminate this Lease and declare same null and void, or, subject to Landlord's right of termination as set forth in Section 16.2 (b) hereof, to continue in the possession of the remainder of the Premises, and Tenant shall notify Landlord in writing within ten (10) days after such taking of Tenant's intention. In the event Tenant elects to remain in possession, all of the terms herein provided shall continue in effect, except that the Minimum Rental shall be reduced in proportion to the amount taken.

(b) If twenty-five percent (25%) or less of either the floor area of the Improvements or the Parking Area shall be so taken, the Term shall cease only on the part so taken as of the day possession shall be taken by such public authority and Tenant shall pay Rentals up to that day, with an appropriate refund by Landlord of such Rentals as may have been paid in advance for a period subsequent to the date of the taking, and thereafter the Minimum Rental shall be reduced in proportion to the amount taken.

(c) Notwithstanding anything to the contrary contained in this Article 16, (i) Landlord's obligation to restore the Premises shall be limited to the extent of condemnation proceeds received by Landlord with respect to the Premises, and (ii) in the event any Mortgagee requires that any condemnation proceeds be applied to reduce or retire the indebtedness secured by its Mortgage, then

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Landlord shall have the right to terminate this Lease by delivering notice of termination to Tenant within sixty (60) days of the taking; provided, however, that in such event, Tenant may exercise the Purchase Option under and in accordance with terms and conditions of Section 15.1(e) above.

Section 16.3 Landlord's and Tenant's Damages. All damages awarded for such taking under the power of eminent domain, whether for the whole or a part of the Premises, shall belong to the parties as their interests may appear.

ARTICLE 17. DEFAULT OF THE TENANT

Section 17.1 Definition of Event of Default. Each of the following shall be deemed an "event of default": (i) Tenant's failure to make payment of any Rental or other charges as provided in this Lease if such failure continues for five (5) days after Tenant's receipt of a written notice thereof from Landlord; (ii) Tenant's failure to perform any of the covenants, terms, conditions or provisions of this Lease (including Section 23.9 below) if such failure continues for a period of thirty (30) days after Tenant's receipt of a written notice thereof from Landlord; provided, however, that if such failure cannot reasonably be cured within said time, then such additional time as may be necessary if within such thirty (30) days Tenant has commenced and is diligently pursuing the remedies necessary to cure such failure; (iii) Tenant's failure to make payment of Rentals or other charges as provided in this Lease or to comply with any of the covenants, terms, conditions, or provisions of this Lease such that Landlord sends two (2) or more written notices in accordance with this Section 17.1 during any Lease Year; (iv) Tenant shall make a general assignment of all of its assets for the benefit of creditors, (v) a receiver of any property of Tenant (which includes the Premises) is appointed in any action, suit or proceeding by or against Tenant, or (vi) the interest of Tenant in the Premises is sold under execution or other legal process.

Section 17.2 Termination of the Lease. Upon the occurrence of an event of default, Landlord shall have the right to terminate this Lease and shall be entitled to possession of the Premises. Landlord may make its election to terminate known to Tenant by delivery of a notice of termination. Such termination shall be immediately effective and Landlord shall be entitled to forthwith commence an action in summary proceedings to recover possession of the Premises. Other than the notices described in Section 17.1, Tenant waives all notice in connection with such termination, including by way of illustration but not limitation notice of intent to terminate, demand for possession or payment, and notice of re-entry.

Section 17.3 Receipt of Money After Termination of Lease. No receipt of money by the Landlord from the Tenant after the termination of this Lease shall reinstate, continue or extend the Term, nor affect or waive any notice given by the Landlord to the Tenant prior to such receipt of money.

Section 17.4 Recovery of Damages Following Termination. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises and reasonable attorneys' fees.

Section 17.5 Right to Re-Enter. Landlord may, as an alternative to terminating this Lease, serve a written demand for possession or payment. Unless the Rentals are paid in accord with the demand for possession or payment, Landlord shall be entitled to possession of the Premises and Tenant shall have no further right to possession under this Lease. Tenant shall remain liable to Landlord for the payment of all Rentals and other charges which Tenant has agreed to pay under this Lease throughout the remainder of the Term. Should Landlord elect to re-enter, as herein provided it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the

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Premises, and relet the Premises, or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such rental or rentals and upon such other terms and conditions as are then commercially reasonable and consistent with Landlord's duty to mitigate under Illinois law. Upon each such reletting all rentals and other sums received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than Rentals due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including reasonable brokerage fees and attorneys' fees and of costs of such alterations and repairs; third, to the payment of rent and other charges due from Tenant, and the residue, if any, shall be held by Landlord and applied in payment of future Rentals as the same may become due and payable. If such rentals and other sums received from such reletting during any month be insufficient to pay the Rentals and other charges due from Tenant, Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Landlord shall be construed as an election on its part to terminate this Lease. Notwithstanding any such reletting without termination, Landlord may at any time hereafter elect to terminate this Lease for such previous breach.

Section 17.6 Other Remedies. Landlord may exercise any and all other rights granted to Landlord under this Lease or by applicable law or in equity. Landlord's rights, remedies and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other rights, remedies and benefits allowed by law.

Section 17.7 Estoppel. The parties agree that they shall rely solely upon the terms of this Lease to govern their relationship. They further agree that reliance upon any representation, act or omission outside the terms of this Lease shall be deemed unreasonable, and shall not establish any rights or obligations on the part of either party.

Section 17.8 Independent Covenant. Notwithstanding anything to the contrary, Tenant acknowledges and agrees that its obligation to pay Rentals under this Lease is an independent covenant, and that such obligation to pay Rentals is not subject to set off or recoupment in connection with any action for summary proceedings to recover possession of the Premises, except as otherwise provided in this Lease.

Section 17.9 Legal Expenses. If either Landlord or Tenant brings an action or proceeding to enforce or defend its rights under this Lease the "Prevailing Party" in any such action or proceeding, or appeal thereon, shall be entitled to receive (and shall be awarded) all of its court costs and reasonable attorneys' fees. Such costs and fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. As used herein, "Prevailing Party" shall mean the party who substantially attains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense.

Section 17.10 Reasonable Rent. Landlord and Tenant hereby represent that in the event an action for summary proceedings to recover possession of the Premises is commenced, the amount set forth in this Lease shall be deemed reasonable rent for the Premises.

Section 17.11 Waiver of Jury Trial. The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises and/or any claim of injury or damage.

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Section 17.12 Curing of Tenant's Default by Landlord. Notwithstanding anything herein contained to the contrary, if Tenant shall be in default in the performance of any of the terms or provisions of this Lease and if Landlord shall give to Tenant notice in writing of such default specifying the nature thereof, and if Tenant shall fail to cure such default within thirty (30) days after Tenant's receipt of such notice (subject to Section 23.4 below) or as soon as possible under the exigent circumstances if such default requires emergency action, Landlord may, in addition to its other legal and equitable remedies, cure such default for the account of and at the cost and expense of Tenant, and the sums so expended by Landlord, including reasonable legal fees, shall be deemed to be additional rent and shall be paid by Tenant on the day when rent shall next become due and payable.

ARTICLE 18. ACCESS BY LANDLORD

Section 18.1 Right of Entry. Landlord or Landlord's agent shall have the right to enter the Premises at all reasonable times and upon not less than 72 hours' prior written notice to Tenant (except in emergencies when only reasonable prior notice based upon the exigent circumstances shall be required) to examine same, and to show them to prospective purchasers, tenants or mortgagees of the Premises (but with respect to showings to prospective tenants, such showings shall be limited to the last six (6) months of the Term), and to make such repairs, alterations, improvements or additions as Landlord is entitled to make under this Lease, and Landlord shall be allowed to take all material into and upon the Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part, and the Rentals reserved shall in no way abate while said repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise. During the six months prior to the expiration of the Original Term or any Option Term, Landlord may exhibit the Premises to prospective tenants and place upon the Premises the usual notices "To Let" or "For Rent" which notices Tenant shall permit to remain thereon without molestation.

ARTICLE 19. TENANT'S PROPERTY

Section 19.1 Taxes on Tenant's Property. Tenant shall be responsible for and shall pay before delinquency all municipal, county, state and federal taxes assessed during the Term against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Premises by Tenant.

Section 19.2 Loss and Damage. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the Premises or any part of the building of which the Premises are a part, or for any loss or damage resulting to Tenant or its property from bursting, stoppage or leaking of water, gas, sewer pipes or for any damage or loss of property within the Premises from any cause whatsoever.

Section 19.3 Notice by Tenant. Tenant shall give immediate notice to Landlord in case of fire or accidents in the Premises or of any material defects therein or in any fixtures or equipment.

ARTICLE 20. HOLDING OVER, SUCCESSORS

Section 20.1 Holding Over. Any holding over after the expiration of the Term shall be construed to be a tenancy from month-to-month at a per diem Minimum Rental of four percent (4%) of the then current monthly Minimum Rental provided for in Section 3.1 hereof together with all other charges herein provided and shall otherwise be on the terms and conditions herein specified, so far as applicable. This provision shall not preclude Landlord from recovering any and all damages Landlord may incur as a result of Tenant's failure to timely deliver possession of the Premises to Landlord.

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Section 20.2 Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein.

ARTICLE 21. QUIET ENJOYMENT

Section 21.1 Landlord's Covenant. Upon payment by Tenant of the Rentals herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE 22. INTENTIONALLY DELETED

ARTICLE 23. MISCELLANEOUS

Section 23.1 Waiver. One or more waivers of any covenant, term, condition or provision of the Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term, condition or provision, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed a waiver of Landlord's consent or approval to or of any subsequent similar act by Tenant. No breach of a covenant, term, condition or provision of this Lease shall be deemed to have been waived by either party, unless such waiver (i) is in writing signed by such party; (ii) identifies the breach, and (iii) expressly states that it is a waiver of the identified breach.

Section 23.2 Entire Agreement. This Lease and the Exhibits, and Rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

Section 23.3 Interpretation and Use of Pronouns. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rentals, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

Section 23.4 Delays. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing the work or doing the acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, the provisions of this Section 23.4 shall not operate to excuse Tenant from prompt payment of Minimum Rental or any other payments required by the terms of this Lease.

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Section 23.5 Notices. Any notice, demand, request, consent, approval or other instrument which may be or is required to be given under this Lease shall be sent by overnight courier or United States certified mail, return receipt requested, postage prepaid and shall be addressed (a) if to Landlord to the addresses set forth in Section 1.1 (j) or at such other address as Landlord may designate by written notice, and (b) if to Tenant, at the address set forth in Section 1.1 (k) hereof, or at such other address as Tenant shall designate by written notice.

Section 23.6 Captions and Section Numbers. The captions, section numbers, article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

Section 23.7 Broker's Commission. Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease based on the acts of such party, except for Corporate Development Services, whose fee of \$33,237 shall be paid by Landlord, and each of the parties agrees to indemnify the other against, and hold it harmless from, all liabilities arising from any breach of such representation and warranty including, without limitation, the cost of reasonable counsel fees in connection therewith.

Section 23.8 Recording. Concurrently with the execution of this Lease, Landlord and Tenant shall execute a memorandum or so-called "short form" of this Lease for the purposes of recordation. Said memorandum or short form of this Lease shall describe the parties, the Premises, the Term, any special provisions (including those contained in Sections 15.1(e) and 23.18), and shall incorporate this Lease by reference.

Section 23.9 Furnishing of Financial Statement. Upon Landlord's written request, Tenant shall promptly furnish Landlord, from time to time (but not more than one time during any Lease Year), financial statements, certified by an officer, reflecting Tenant's and any Guarantor's current financial condition.

Section 23.10 Transfer of Landlord's Interest. In the event of any transfer or transfers of Landlord's interest in the Premises, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer, provided that (a) the interest of the transferor, as Landlord, in any funds then in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such interest, to the then transferee; and (b) notice of such sale, transfer or Lease shall be delivered to Tenant thereafter or prior thereto as required by law.

Section 23.11 Interest on Past Due Obligations. Any amount due from Tenant to Landlord hereunder which is not paid within ten (10) days after the date upon which same is due shall bear interest at the lower of (a) eight percent (8%) per annum, or (b) the highest rate legally permitted to be charged to Tenant, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease.

Section 23.12 Liability of Landlord. If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Premises and out of rents or other income from the Property receivable by Landlord (including, without limitation, insurance proceeds and condemnation awards), or out of the consideration received by Landlord from the sale, financing or other disposition of all or any part of

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Landlord's right, title and in the Premises, and neither Landlord nor any of the beneficial owners of Landlord herein shall be liable for any deficiency.

Section 23.13 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rentals and all other additional rental herein stipulated shall be deemed to be other than on account of the earliest stipulated Rentals and/or additional rental, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rentals and/or additional rental be deemed an accord and satisfaction and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such Rentals and/or additional rental or pursue any other remedy in this Lease provided.

Section 23.14 Execution of Lease. If either party hereto is a trust, partnership, limited partnership, limited liability company, corporation or other joint venture or association, the individual(s) executing this Lease on behalf of such entity warrants and represents that such entity is validly organized and existing and authorized to do business under the laws of the State of Illinois, that the form of entity is as set forth in Article 1 and the acknowledgments at the end of this Lease, that the entity has full power and lawful authority to enter into this Lease in the manner and the form herein set forth, and that the execution of this Lease by such individual(s) is proper and sufficient to legally bind such entity in accordance with the terms and conditions hereof.

Section 23.15 Submission of Lease. The submission of this Lease for examination does not constitute a reservation of or option for the Premises, and this Lease shall become effective as a lease only upon execution and delivery thereof by Landlord and Tenant.

Section 23.16 Governing Law. This Lease shall be governed by, and construed in accordance with, the laws of the State of Illinois. If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of the Lease shall be valid and enforceable to the fullest extent permitted by the law.

Section 23.17 Mortgagee Protection. Tenant agrees to give any Mortgagee(s) by registered mail, a copy of any notice of default served upon the Landlord, provided that prior to such notice, Tenant has been notified, in writing (by way of Notice of Assignment of Rents and Leases, or otherwise), of the address of such Mortgagee(s). Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the Mortgagee(s) shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days, such Mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default, (including, but not limited to commencement of foreclosure proceedings, if necessary, to effect such cure) in which event this Lease shall not be terminated while such remedies are being so diligently pursued.

Section 23.18 Right of First Refusal. In the event Landlord receives a bona fide offer from a third party to purchase the Premises (the "Offer") which Offer Landlord desires to accept, Landlord shall give Tenant a copy of the Offer, and provided that no monetary or other material "event of default" as defined in Section 17.1 above then exists, Tenant shall have the first right to purchase the Premises upon the same terms and conditions as set forth in the Offer. Tenant's election must be made by delivery of written notice to Landlord within ten (10) business days after Tenant's receipt of the Offer from Landlord, and upon such exercise, Landlord and Tenant shall have an additional five (5) business days in which to enter into a binding purchase agreement upon the terms set forth in the Offer. In the event Tenant rejects the Offer, or fails to accept the Offer within the ten (10) business-day period, or the purchase agreement is

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not entered into between Landlord and Tenant within the said five (5) business-day period (by reason of the fault of Tenant), then Landlord shall have the right to sell the Premises pursuant to the Offer, and upon such sale, the Tenant's first right to purchase the Premises as provided herein shall expire, but Landlord shall not sell the Premises on terms and conditions which are different from the Offer without first giving Tenant a copy of the modified or new Offer and a subsequent right to purchase the Premises upon the terms and conditions as set forth in the modified or new Offer in accordance with this Section 23.18.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the day and year first above written.

WITNESS

"LANDLORD"

ORLAND COMPANY TRUST, an Illinois trust

Agnes Rogan

By: [Signature]

Its: [Signature]

"TENANT"

NSITE ORLAND (147TH ST.), L.L.C., an Illinois limited liability company

[Signature]

By: Virginia Properties, Inc. d/b/a CTRE, Inc., an Illinois corporation, its sole member

By: [Signature]
Michael J. Tuchman, President

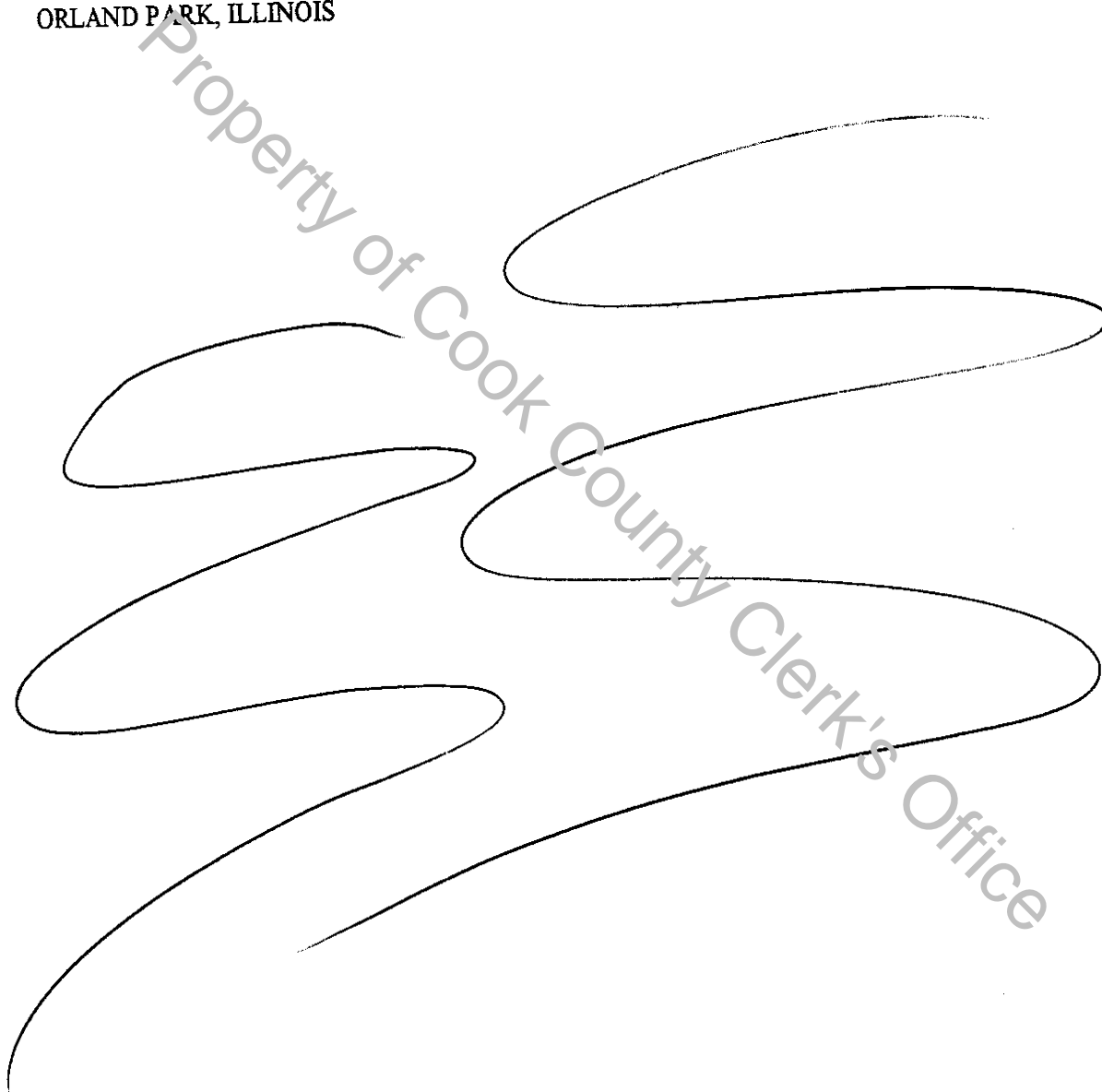
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EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

THE NORTH $\frac{1}{4}$ OF THE EAST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE SOUTH EAST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 378 FEET THEREOF AND EXCEPT THAT PART DEDICATED FOR HIGHWAY) IN COOK COUNTY, ILLINOIS.

14700 LA GRANGE ROAD
ORLAND PARK, ILLINOIS



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EXHIBIT "B"

RECOGNITION AGREEMENT

THIS RECOGNITION AGREEMENT (this "Agreement") made this ____ day of _____, 200_, between **ORLAND TRUST COMPANY**, an Illinois trust, having an office at 28833 Telegraph Road, Southfield, Michigan 48034 ("Landlord") and _____, a _____ corporation, having an office at _____, _____ ("Sublessee").

WITNESSETH:

WHEREAS, Landlord has entered into a certain Lease (the "Lease") made as of _____, 2003 with InSite Orland (147th St.), LLC, as tenant ("Tenant"), for the lease of a certain building (the "Building") located at 14700 LaGrange Road, Orland Park, Illinois; and

WHEREAS, Tenant, as sublessor, has entered into a certain Sublease (the "Sublease") dated as of _____, 200_ with Sublessee, as sublessee, said Sublease covering Retail Space # _____ in the Building (the "Subleased Premises");

NOW THEREFORE, it is mutually agreed as follows:

1. In the event of termination of the Lease, Sublessee agrees to attorn to and accept the Landlord as its direct Landlord under the Lease for the balance then remaining of the term of the Lease, and Sublessee shall assume all of the terms and conditions of the Lease, except that Sublessee shall have no liability for any defaults of Tenant prior to the date of attornment.
2. Sublessee agrees to give prompt written notice to Landlord of any default of Tenant in its obligations under the Sublease at the address set forth above. It is further agreed that such notice will be given to any successor in interest of Landlord in the Lease provided that such successor in interest shall have given written notice to Sublessee of its acquisition of Landlord's interest therein, and designated the address to which such notice is to be directed.
3. In consideration of the foregoing agreements of the Sublessee, Landlord agrees that it will not disturb the possession of Sublessee upon any termination of the Lease or otherwise; that it will not join or name Sublessee as a party in any proceedings to terminate the Lease unless required by law; and that it will accept the attornment of Sublessee thereafter as provided in paragraph 1 above, if any default on the part of Sublessee has not continued beyond the period for cure thereof set forth in the Sublease.
4. It is agreed that Landlord and its successors and assigns (any of the foregoing being hereinafter referred to as the "Successor"), shall not be: (a) subject to any credits, offsets, defenses, or claims which Sublessee might have against Tenant; (b) bound by any rent or additional rent which Sublessee might have paid for more than one (1) month in advance to Tenant unless such prepayment shall have been made with Landlord's prior written consent; (c) liable for any act or omission of Tenant; (d) bound by any covenant to undertake or complete or pay for any improvement to the Subleased Premises; or (e) required to account for any security deposit other than that security deposit actually received by Landlord or Successor.

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5. Landlord represents to the best of its knowledge that: (a) the Lease is in full force and effect, and (b) each party thereto is not in default of any of its obligations thereunder.

6. The agreements herein contained shall bind and inure to the benefit of the successors in interest of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof as of the date first written above.

LANDLORD:

ORLAND COMPANY TRUST, an Illinois trust

By: _____

Title: _____

SUBLESSEE:

_____, a

By: _____

Title: _____

Property of Cook County Clerk's Office

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FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "First Amendment") is made this 1st day of October, 2003, by and between ORLAND TRUST COMPANY, an Illinois trust ("Landlord") and INSITE ORLAND (147th ST.), L.L.C., an Illinois limited liability company ("Tenant"),

WITNESSETH:

A. Landlord and Tenant entered into a certain lease (the "Lease") dated June 25, 2003, whereby Landlord leased to Tenant certain land and improvements located at 14700 LaGrange Road, Orland Park, Illinois.

B. Landlord and Tenant desire to amend the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Definitions.** Each initially capitalized word or term used in this First Amendment and not otherwise defined in this First Amendment, shall have the same meaning as is ascribed to such initially capitalized word or term in the Lease.

2. **Assignment and Subletting.** Tenant agrees to furnish to Landlord concurrently with any written request for a Recognition Agreement given by Tenant to Landlord under Section 12.1(b) of the Lease, a copy of the proposed sublease. Effective as of the date of this First Amendment, Exhibit "B" attached to the Lease is deleted in its entirety and the "Exhibit B" attached to this First Amendment is substituted in lieu thereof.

3. **Binding Effect.** The Lease, as hereby amended, shall continue in full force and effect. This First Amendment shall be binding upon and inure to the benefit of Landlord, Tenant and their respective successors and assigns.

IN WITNESS WHEREOF, this First Amendment is executed as of the day and year aforesaid.

LANDLORD:

ORLAND COMPANY TRUST, an Illinois trust

By: 

Its: partner

TENANT:

INSITE ORLAND (147th ST.), L.L.C., an Illinois limited liability company

By: Virginia Properties, Inc., d/b/a CTRE, Inc.,
an Illinois corporation, its sole member

By: 

Michael J. Tuchman, President

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EXHIBIT "B"

RECOGNITION AGREEMENT

THIS RECOGNITION AGREEMENT (this "Agreement") made this ____ day of _____, 200_, between ORLAND TRUST COMPANY, an Illinois trust, having an office at 28333 Telegraph Road, Southfield, Michigan 48034 ("Landlord") and _____, a _____ corporation, having an office at _____, _____ ("Sublessee").

WITNESSETH:

WHEREAS, Landlord has entered into a certain Lease (the "Lease") made as of _____, 2003 with InSite Orland (147th St.), LLC, as tenant ("Tenant"), for the lease of a certain building (the "Building") located at 14700 LaGrange Road, Orland Park, Illinois; and

WHEREAS, Tenant, as sublessor, has entered into a certain Sublease (the "Sublease") dated as of _____, 200_ with Sublessee, as sublessee, said Sublease covering Retail Space # _____ in the Building (the "Subleased Premises");

NOW THEREFORE, it is mutually agreed as follows:

1. In the event of termination of the Lease, Sublessee agrees to attorn to and accept the Landlord as its direct Landlord under the Sublease for the balance then remaining of the term of the Sublease, and Landlord shall assume all of the terms and conditions of the Sublease, except that Landlord shall have no liability for any defaults of Tenant prior to the date of attornment.

2. Sublessee agrees to give prompt written notice to Landlord of any default of Tenant in its obligations under the Sublease at the address set forth above. It is further agreed that such notice will be given to any successor in interest of Landlord in the Lease provided that such successor in interest shall have given written notice to Sublessee of its acquisition of Landlord's interest therein, and designated the address to which such notice is to be directed.

3. In consideration of the foregoing agreements of the Sublessee, Landlord agrees that it will not disturb the possession of Sublessee or the other rights of Sublessee under the Sublease upon any termination of the Lease or otherwise; that it will not join or name Sublessee as a party in any proceedings to terminate the Lease unless required by law; and that it will accept the attornment of Sublessee thereafter as provided in paragraph 1 above, if any default on the part of Sublessee has not continued beyond the period for cure thereof set forth in the Sublease.

4. It is agreed that Landlord and its successors and assigns (any of the foregoing being hereinafter referred to as the "Successor"), shall not be: (a) subject to any credits, offsets, defenses, or claims which Sublessee might have against Tenant; (b) bound by any rent or additional rent which Sublessee might have paid for more than one (1) month in advance to Tenant unless such prepayment shall have been made with Landlord's prior written consent; (c) liable for any act or omission of Tenant; (d) bound by any covenant to undertake or complete or pay for any improvement to the Subleased Premises; or (e) required to account for any security deposit other than that security deposit actually received by Landlord or Successor.

5. Landlord represents to the best of its knowledge that: (a) the Lease is in full force and effect, and (b) each party thereto is not in default of any of its obligations thereunder. The agreements herein contained shall bind and inure to the benefit of the successors in interest of the parties hereto.

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6. The agreements herein contained shall bind and inure to the benefit of the successors in interest of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof as of the date first written above.

LANDLORD:

ORLAND COMPANY TRUST, an Illinois trust

By: _____
Title: _____

SUBLESSEE:

_____, a

By: _____
Title: _____

Property of Cook County Clerk's Office