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Cook County Recorder of Deeds  
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## NET LEASE AGREEMENT

by and between

**GREATER SOUTHWEST DEVELOPMENT CORPORATION,**  
as Landlord

and

**INNER-CITY MUSLIM ACTION NETWORK,**  
as Tenant

Dated: December 31<sup>st</sup>, 2006

Property of Cook County Clerk's Office

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## NET LEASE AGREEMENT

THIS NET LEASE AGREEMENT ("Lease") is made this 31<sup>st</sup> day of December, 2006, by and between Greater Southwest Development Corporation, an Illinois not-for-profit corporation ("**Landlord**"), and Inner-City Muslim Action Network, an Illinois not-for-profit corporation ("**Tenant**").

### WITNESSETH:

Landlord, for and in consideration of the rents, covenants and agreements hereinafter reserved, mentioned and contained on the part of Tenant, its successors and assigns, to be paid, kept, observed and performed, has leased, rented, let and demised, and by these presents does lease, rent let and demise unto Tenant, and Tenant does hereby take and hire, upon and subject to the conditions and limitations hereinafter expressed, the parcels of land situated at 2734-44 West 63rd Street, Chicago, Cook County, Illinois, described in Exhibit A attached hereto and made a part hereof together with any appurtenant easements described in said Exhibit A (the "**Land**"), together with all improvements located thereon, including, but not limited to, that certain single story masonry building containing approximately 3,000 square feet (the "**Building**"). The Land and the Building are hereinafter referred to as the "**Demised Premises**."

### ARTICLE I

#### TERM OF LEASE

**Section 1.1 Term of Lease.** The initial term of this Lease shall be for a period of ten (10) years commencing on December 1, 2006 (the "**Commencement Date**") and shall end November 30, 2016 (the "**Expiration Date**"). Each one-year period commencing on the Commencement Date or an anniversary thereof is hereafter referred to as a "**Lease Year**". The initial term of the Lease, as set forth above, is sometimes hereinafter referred to as the "**Initial Term**." Any reference to the term of this Lease or similar reference shall be a reference to the Initial Term together with any renewal terms (if any) of this Lease or any extensions to or modifications of the Initial Term (if any).

### ARTICLE II

#### SECURITY DEPOSIT

**Section 2.1 Security Deposit.** The parties hereby acknowledge that, prior to the date hereof, Tenant has deposited with Landlord the sum of ten thousand dollars (\$10,000) (the "**Security Deposit**") as security for the performance by Tenant of every covenant and condition of this Lease. The Security Deposit may be commingled with other funds of Landlord. If Tenant shall default with respect to any covenant or condition of this Lease, Landlord may apply the whole or any part of the Security Deposit to the payment of any sum in default or any sum which Landlord may be required to spend by reason of Tenant's default. This includes, but is not limited to, applying the Security Deposit first to any restoration and/or cleanup costs necessary over and above normal wear and tear of the vacated space. If, at any time during the term of this Lease, Landlord properly applies all or any portion of the Security Deposit toward

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any accrued and unpaid Basic Rent (as defined in Section 3.1), damages or other monetary obligations owed by Tenant to Landlord, Tenant shall, within thirty (30) days after written notice of such application, cause the Security Deposit to be replenished to the full amount provided for herein. It is understood that the Security Deposit is not to be considered as the final semi-annual rent payment under the Lease. Upon termination or expiration of the term of this Lease, the Security Deposit, without interest, after deduction for any accrued and unpaid Basic Rent, damages and other monetary obligations owed by Tenant to Landlord, shall be returned to Tenant.

## ARTICLE III

### BASIC RENT

**Section 3.1 Basic Rent.** In consideration of the leasing of the Demised Premises, Tenant covenants to pay Landlord, in advance and without previous demand therefor and without any right of setoff or deduction whatsoever, at the office of Landlord at Greater Southwest Development Corporation, 2601 West 63rd Street, Chicago, IL 60629 or at such other place as Landlord may from time to time designate in writing, base rent (hereinafter referred to as "**Basic Rent**") as follows:

an initial amount equal to ninety thousand dollars \$90,000 (the "Initial Basic Rent Amount"). The parties hereby acknowledge that the Initial Basic Rent Amount has been paid in full by Tenant to Landlord prior to the date hereof; and

an amount equal to the Fixed Price (as defined in Section 23.2), less the Initial Basic Rent Amount, which amount shall be due and payable on a semi-annual basis in accordance with the "IMAN Lease-to-own payment schedule" attached hereto as Exhibit B.

### Section 3.2 INTENTIONALLY OMITTED

**Section 3.3 Additional Rent.** The Basic Rent shall be absolutely net to Landlord so that this Lease shall yield, net to Landlord, the Basic Rent specified in Section 3.1 in each year of the term of this Lease and that all impositions, insurance premiums, utility charges, maintenance, repair and replacement expenses, all expenses relating to compliance with laws, and all other costs, fees, charges, expenses, reimbursements and obligations of every kind and nature whatsoever relating to the Demised Premises (excepting only Landlord's portion of the proration of real estate taxes and special assessments for the first and last years of the term of this Lease referred to in Section 5.1 and certain taxes of Landlord referred to in the last sentence of Section 5.3 of this Lease) which may arise or become due during the term or by reason of events occurring during the term of this Lease shall be paid or discharged by Tenant. In the event Tenant fails to pay or discharge any imposition, insurance premium, utility charge, maintenance repair or replacement expense which it is obligated to pay or discharge, Landlord may, but shall not be obligated to pay the same, and in that event Tenant shall immediately reimburse Landlord therefor and pay the same as additional rent (all such items being sometimes hereinafter collectively referred to as "**Additional Rent**"), and Tenant hereby agrees to indemnify, defend and save Landlord harmless from and against such impositions, insurance premiums, utility

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charges, maintenance, repair and replacement expenses, all expenses relating to compliance with laws, and all other costs, fees, charges, expenses, reimbursements and obligations above referred to.

**Section 3.4 Delinquent Payments.** All payments of Basic Rent and Additional Rent shall be payable without previous demand therefor and without any right of setoff or deduction whatsoever, and in case of nonpayment of any item of Additional Rent by Tenant when the same is due, Landlord shall have, in addition to all its other rights and remedies, all of the rights and remedies available to Landlord under the provisions of this Lease or by law in the case of nonpayment of Basic Rent. The performance and observance by Tenant of all the terms, covenants, conditions and agreements to be performed or observed by Tenant hereunder shall be performed and observed by Tenant at Tenant's sole cost and expense. Any installment of Basic Rent or Additional Rent or any other charges payable by Tenant under the provisions hereof which shall not be paid when due or within ten days thereafter shall bear interest at an annual rate equal to the "prime rate" as published in the Midwest Edition of The Wall Street Journal (or a similar publication if The Wall Street Journal shall cease to exist or to publish such a prime rate) plus two percent (2%) from the date when the same is due hereunder until the same shall be paid, but in no event in excess of the maximum lawful rate permitted to be charged by Landlord against Tenant. Said rate of interest is sometimes hereinafter referred to as the "**Maximum Rate of Interest.**"

In addition, any installment of Basic Rent or Additional Rent or any other charges payable by Tenant under the provisions hereof which shall not be paid when due and which remain unpaid ten days thereafter shall be subject to a late payment fee of three percent (3%) of the unpaid amount.

**Section 3.5 Independent Obligations.** Any term or provision of this Lease to the contrary notwithstanding, the covenants and obligations of Tenant to pay Basic Rent and Additional Rent hereunder shall be independent from any obligations, warranties or representations, express or implied, if any, of Landlord herein contained.

## ARTICLE IV

### USE OF DEMISED PREMISES

**Section 4.1 Permitted Use.** The Demised Premises including all buildings or other improvements hereafter erected upon the same shall be used for such activities as may be lawfully carried on in and about the Demised Premises. Tenant shall not use or occupy the same, or knowingly permit them to be used or occupied, contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto or any recorded covenants, conditions or restrictions affecting the Demised Premises, or in any manner which would violate any certificate of occupancy affecting the same, or which would make void or voidable any insurance then in force with respect thereto or which would make it impossible to obtain fire or other insurance thereon required to be furnished hereunder by Tenant, or which would cause structural injury to the improvements or cause the value or usefulness of the Demised Premises, or any portion thereof, substantially to diminish (reasonable wear and tear excepted), or which would constitute a public or private nuisance or waste or would violate any Hazardous Materials Laws (as defined in

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Section 9.4), and Tenant agrees that it will promptly, upon discovery of any such use, take all necessary steps to compel the discontinuance of such use.

**Section 4.2 Preservation of Demised Premises.** Tenant shall not use, suffer, or permit the Demised Premises, or any portion thereof, to be used by Tenant, any third party or the public in such manner as might reasonably tend to impair Landlord's title to the Demised Premises, or any portion thereof, or in such manner as might reasonably make possible a claim or claims of adverse usage or adverse possession by the public, as such, or third persons, or of implied dedication of the Demised Premises, or any portion thereof. Nothing in this Lease contained and no action or inaction by Landlord shall be deemed or construed to mean that Landlord has granted to Tenant any right, power or permission to do any act or make any agreement that may create, or give rise to or be the foundation for any such right, title, interest, lien, charge or other encumbrance upon the estate of Landlord in the Demised Premises.

**Section 4.3 Acceptance of Demised Premises.** Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Demised Premises or the Building or with respect to the suitability or fitness of either for the conduct of Tenant's business or for any other purpose and Tenant accepts the Demised Premises in an "as is" condition. Tenant shall comply with any recorded covenants, conditions, and restrictions affecting the Demised Premises and the Building as of the commencement of the Lease or which are recorded during the Lease Term.

## ARTICLE V

### PAYMENT OF TAXES, ASSESSMENTS, ETC.

**Section 5.1 Payment of Impositions.** Tenant covenants and agrees to pay during the term of this Lease, as Additional Rent, before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof, all real estate taxes, special assessments, water rates and charges, sewer rates and charges, including any sum or sums payable for present or future sewer or water capacity, charges for public utilities, street lighting, excise levies, licenses, permits, inspection fees, other governmental charges, and all other charges or burdens of whatsoever kind and nature (including costs, fees, and expenses of complying with any restrictive covenants or similar agreements to which the Demised Premises are subject) incurred in the use, occupancy, ownership, operation, leasing or possession of the Demised Premises, without particularizing by any known name or by whatever name hereafter called, and whether any of the foregoing be general or special, ordinary or extraordinary, foreseen or unforeseen (all of which are sometimes herein referred to as "**Impositions**"), which at any time during the term may have been or may be assessed, levied, confirmed, imposed upon, or become a lien on the Demised Premises, or any portion thereof, or any appurtenance thereto, rents or income therefrom, and such easements or rights as may now or hereafter be appurtenant or appertain to the use of the Demised Premises. Tenant shall pay all special (or similar) assessments for public improvements or benefits which, during the term of this Lease shall be laid, assessed, levied or imposed upon or become payable or become a lien upon the Demised Premises, or any portion thereof; provided, however, that if by law any special assessment is payable (without default) or, at the option of Landlord, may be paid (without default) in installments (whether or not interest shall accrue on the unpaid balance of such special assessment), Tenant may pay the same, together with any interest accrued on the

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unpaid balance of such special assessment in installments as the same respectively become payable and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and the interest thereon. Tenant shall pay all special assessments or installments thereof (including interest accrued thereon), whether heretofore or hereafter laid, assessed, levied or imposed upon the Demised Premises, or any portion thereof, which are due and payable during the term of this Lease. Landlord shall pay all installments of special assessments (including interest accrued on the unpaid balance) which are payable prior to the commencement and after the termination date of the term of this Lease. Tenant shall pay all real estate taxes, whether heretofore or hereafter levied or assessed upon the Demised Premises, or any portion thereof, which are due and payable during the term of this Lease. Landlord shall pay all real estate taxes which are payable prior to the commencement of the term of this Lease. Provisions herein to the contrary notwithstanding, Landlord shall pay that portion of the real estate taxes and installments of special assessments due and payable in respect to the Demised Premises during the year the term commences and the year in which the term ends which the number of days in said year not within the term of this Lease bears to 365, and Tenant shall pay the balance of said real estate taxes and installments of special assessments during said years.

**Section 5.2 Evidence of Payment.** Tenant covenants to furnish Landlord, within 30 days after the date upon which any Imposition or other tax, assessment, levy or charge is payable by Tenant, official receipts of the appropriate taxing authority, or other appropriate proof satisfactory to Landlord, evidencing the payment of the same. The certificate, advice or bill of the appropriate official designated by law to make or issue the same or to receive payment of any Imposition or other tax, assessment, levy or charge may be relied upon by Landlord as sufficient evidence that such Imposition or other tax, assessment, levy or charge is due and unpaid at the time of the making or issuance of such certificate, advice or bill.

**Section 5.3 Escrow for Taxes and Assessments.** At Landlord's written request, Tenant shall pay to Landlord the known or estimated (which estimate shall be in good faith) yearly real estate taxes and assessments payable with respect to the Demised Premises in semi-annual payments equal to one-half of the known or estimated yearly real estate taxes and assessments next payable with respect to the Demised Premises. From time to time Landlord may, in good faith, reestimate the amount of real estate taxes and assessments, and in such event Landlord shall notify Tenant, in writing, of such reestimate and fix future semi-annual installments for the remaining period prior to the next tax and assessment due date in an amount sufficient to pay the reestimated amount over the balance of such period after giving credit for payments made by Tenant on the previous estimate. If the total semi-annual payments made by Tenant pursuant to this Section 5.3 shall exceed the amount of payments necessary for said taxes and assessments, such excess shall be credited on subsequent semi-annual payments of the same nature; but if the total of such semi-annual payments so made under this paragraph shall be insufficient to pay such taxes and assessments when due, then Tenant shall pay to Landlord such amount as may be necessary to make up the deficiency. Payment by Tenant of real estate taxes and assessments under this section shall be considered as performance of such obligation under the provisions of Section 5.1 hereof.

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## ARTICLE VI

### INSURANCE

**Section 6.1 Tenant's Property Insurance Obligations.** Tenant, at its sole cost and expense, shall obtain and continuously maintain in full force and effect during the term of this Lease, commencing with the date that rental (full or partial) commences, policies of insurance covering any improvements constructed, installed or located on the Demised Premises naming the Landlord, as an additional insured, against (a) loss or damage by fire; (b) loss or damage from such other risks or hazards now or hereafter embraced by an "Extended Coverage Endorsement," including, but not limited to, windstorm, hail, explosion, vandalism, riot and civil commotion, damage from vehicles, smoke damage, water damage and debris removal; (c) loss for flood if the Demised Premises are in a designated flood or flood insurance area; (d) loss for damage by earthquake if the Demised Premises are located in an earthquake-prone area; (e) loss from so-called explosion, collapse and underground hazards; and (f) loss or damage from such other risks or hazards of a similar or dissimilar nature which are now or may hereafter be customarily insured against with respect to improvements similar in construction, design, general location, use and occupancy to any improvements. At all times, such insurance coverage shall be in an amount equal to 100% of the then "full replacement cost" of any improvements. "Full Replacement Cost" shall be interpreted to mean the cost of replacing the improvements without deduction for depreciation or wear and tear, and it shall include a reasonable sum for architectural, engineering, legal, administrative and supervisory fees connected with the restoration or replacement of any improvements in the event of damage thereto or destruction thereof. If a sprinkler system shall be located in any improvements, sprinkler leakage insurance shall be procured and continuously maintained by Tenant at Tenant's sole cost and expense. For the period prior to the date when full or partial rental commences hereunder Landlord, at its sole cost and expense, shall maintain in full force and effect on a completed value basis, insurance coverage on the Building on "Builder's Risk" or other comparable coverage.

**Section 6.2 Liability Insurance Coverage.** During the term of this Lease, Tenant, at its sole cost and expense, shall obtain and continuously maintain in full force and effect the following insurance coverage:

- (a) Comprehensive general liability insurance against any loss, liability or damage on, about or relating to the Demised Premises, or any portion thereof, with limits of not less than Five Million Dollars (\$5,000,000.00) combined single limit, per occurrence and aggregate, coverage on an occurrence basis. Any such insurance obtained and maintained by Tenant shall name Landlord as an additional insured therein and shall be obtained and maintained from and with a reputable and financially sound insurance company authorized to issue such insurance in the state in which the Demised Premises are located. Such insurance shall specifically insure (by contractual liability endorsement) Tenant's obligations under Section 22.2 of this Lease.
- (b) Boiler and pressure vessel (including, but not limited to, pressure pipes, steam pipes and condensation return pipes) insurance, provided the

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building contains a boiler or other pressure vessel or pressure pipes. Landlord shall be named as an additional insured in such policy or policies of insurance.

- (c) Such other insurance and in such amounts as may from time to time be reasonably required by Landlord, against other insurable hazards which at the time are commonly insured against in the case of premises and/or buildings or improvements similar in construction, design, general location, use and occupancy to those on or appurtenant to the Demised Premises.

The insurance set forth in this Section 6.2 shall be maintained by Tenant at not less than the limits set forth herein until reasonably required to be changed from time to time by Landlord, in writing, whereupon Tenant covenants to obtain and maintain thereafter such protection in the amount or amounts so required by Landlord.

**Section 6.3 Insurance Provisions.** All policies of insurance required by Section 6.1 shall provide that the proceeds thereof shall be payable to Landlord and if Landlord so requests shall also be payable to any contract purchaser of the Demised Premises and the holder of any mortgages now or hereafter becoming a lien on the fee of the Demised Premises, or any portion thereof, as the interest of such purchaser or holder appears pursuant to a standard named insured or mortgagee clause. Tenant shall not, on Tenant's own initiative or pursuant to request or requirement of any third party, take out separate insurance concurrent in form or contributing in the event of loss with that required in Section 6.1 hereof, unless Landlord is named therein as an additional insured with loss payable as in said Section 6.1 provided. Tenant shall immediately notify Landlord whenever any such separate insurance is taken out and shall deliver to Landlord original certificates evidencing the same.

Each policy required under this Article VI shall have attached thereto (a) an endorsement that such policy shall not be cancelled or materially changed without at least 30 days prior written notice to Landlord, and (b) an endorsement to the effect that the insurance as to the interest of Landlord shall not be invalidated by any act or neglect of Landlord or Tenant. All policies of insurance shall be written in companies reasonably satisfactory to Landlord and licensed in the state in which the Demised Premises are located. Such certificates of insurance shall be in a form reasonably acceptable to Landlord, shall be delivered to Landlord upon commencement of the term and prior to expiration of such policy, new certificates of insurance, shall be delivered to Landlord not less than 20 days prior to the expiration of the then current policy term.

**Section 6.4 Waiver of Subrogation.** Tenant shall cause to be inserted in the policy or policies of insurance required by this Article VI hereof a so-called "Waiver of Subrogation Clause" as to Landlord. Tenant hereby waives, releases and discharges Landlord, its agents and employees from all claims whatsoever arising out of loss, claim, expense or damage to or destruction covered or coverable by insurance required under this Article VI notwithstanding that such loss, claim, expense or damage may have been caused by Landlord, its agents or employees, and Tenant agrees to look to the insurance coverage only in the event of such loss.



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**Section 6.5 Business and Property Insurance.** Tenant shall maintain insurance coverage (including loss of use and business interruption coverage) upon Tenant's business and upon all personal property of Tenant or the personal property of others kept, stored or maintained on the Demised Premises against loss or damage by fire, windstorm or other casualties or causes for such amount as Tenant may desire, and Tenant agrees that such policies shall contain a waiver of subrogation clause as to Landlord.

**Section 6.6 Unearned Premiums.** Upon expiration of the term of this Lease, the unearned premiums upon any insurance policies or certificates thereof lodged with Landlord by Tenant shall, subject to the provisions of Article XIII hereof, be payable to Tenant, provided that Tenant shall not then be in default in keeping, observing or performing the terms and conditions of this Lease.

**Section 6.7 Blanket Insurance Coverage.** Nothing in this Article shall prevent Tenant from taking out insurance of the kind and in the amount provided for under the preceding paragraphs of this Article under a blanket insurance policy or policies (certificates thereof reasonably satisfactory to Landlord shall be delivered to Landlord) which may cover other properties owned or operated by Tenant as well as the Demised Premises; provided, however, that any such policy of blanket insurance of the kind provided for shall (a) specify therein the amounts thereof exclusively allocated to the Demised Premises or Tenant shall furnish Landlord and the holder of any fee mortgage with a written statement from the insurers under such policies specifying the amounts of the total insurance exclusively allocated to the Demised Premises, and (b) not contain any clause which would result in the insured thereunder being required to carry any insurance with respect to the property covered thereby in an amount not less than any specific percentage of the Full Replacement Cost of such property in order to prevent the insured therein named from becoming a co-insurer of any loss with the insurer under such policy; and further provided, however, that such policies of blanket insurance shall, as respects the Demised Premises, contain the various provisions required of such an insurance policy by the foregoing provisions of this Article VI.

**Section 6.8 Escrow for Insurance Obligations.** At Landlord's written request, Tenant shall pay to Landlord the known or estimated yearly insurance premiums payable under this Article VI in semi-annual payments equal to one-half of the known or estimated yearly insurance premiums next payable. From time to time Landlord may reestimate the amount of insurance premiums, and in such event Landlord shall notify Tenant, in writing, of such reestimate and fix future semi-annual installments for the remaining period prior to the next payment due date in an amount sufficient to pay the reestimated amount over the balance of such period after giving credit for payments made by Tenant on the previous estimate. If the total semi-annual payments made by Tenant pursuant to this Section 6.8 shall exceed the amount of payments necessary for said insurance premiums, such excess shall be credited on subsequent semi-annual payments of the same nature; but if the total of such semi-annual payments so made under this paragraph shall be insufficient to pay such insurance premiums, when due, then Tenant shall pay to Landlord such amount as may be necessary to make up the deficiency. Payment by Tenant of insurance premiums under this section shall be considered as performance of such obligation under the provisions of this Article VI.

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## ARTICLE VII

### UTILITIES

**Section 7.1 Payment of Utilities.** During the term of this Lease, Tenant will pay, when due, all charges of every nature, kind or description for utilities furnished to the Demised Premises, including all charges for water, sewage, heat, gas, light, garbage, electricity, telephone, steam, power, or other public or private utility services. Prior to the Commencement Date, Tenant shall pay for all utilities or services used at the Demised Premises by it or its agents, employees or contractors. Landlord covenants to promptly provide to Tenant any utility bills misdirected to Landlord.

**Section 7.2 Additional Charges.** In the event that any charge or fee is required after the Commencement Date by the state in which the Demised Premises are located, or by any agency, subdivision, or instrumentality thereof, or by any utility company furnishing services or utilities to the Demised Premises, as a condition precedent to furnishing or continuing to furnish utilities or services to the Demised Premises, such charge or fee shall be deemed to be a utility charge payable by Tenant. The provisions of this Section 7.2 shall include, but not be limited to, any charges or fees for present or future water or sewer capacity to serve the Demised Premises, any charges for the underground installation of gas or other utilities or services, and other charges relating to the extension of or change in the facilities necessary to provide the Demised Premises with adequate utility services. In the event that Landlord pays any such charge or fee incurred during the term of the Lease, Tenant shall reimburse Landlord for such utility charge.

## ARTICLE VIII

### REPAIRS

**Section 8.1 Repairs.** Tenant, at its sole cost and expense, throughout the term of this Lease, shall take good care of the Demised Premises (including any improvements hereafter erected or installed on the Land), and shall keep the same in good order, condition and repair, and irrespective of such guaranty shall make and perform all routine maintenance thereof and all necessary repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, foreseen and unforeseen, of every nature, kind and description. When used in this Article VIII, "repairs" shall include all necessary replacements, renewals, alterations, additions and betterments. All repairs made by Tenant shall be at least equal in quality and cost to the original work and shall be made by Tenant in accordance with all laws, ordinances and regulations whether heretofore or hereafter enacted. The necessity for or adequacy of maintenance and repairs shall be measured by the standards which are appropriate for improvements of similar age, construction and class, provided that Tenant shall in any event make all repairs necessary to avoid any structural damage or other damage or injury to any improvements.

**Section 8.2 Maintenance.** Tenant, at its sole cost and expense, shall take good care of, repair and maintain all driveways, pathways, roadways, sidewalks, curbs, spur tracks, parking areas, loading areas, landscaped areas, entrances and passageways in good order and repair and shall promptly remove all accumulated snow, ice and debris from any and all driveways,

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pathways, roadways, sidewalks, curbs, parking areas, loading areas, entrances and passageways, and keep all portions of the Demised Premises, including areas appurtenant thereto, in a clean and orderly condition free of snow, ice, dirt, rubbish, debris and unlawful obstructions. Further, Tenant shall keep the Demised Premises safe for human occupancy and use.

**Section 8.3 Tenant's Waiver of Claims Against Landlord.** Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in, about or to the Demised Premises or any improvements hereafter erected thereon. Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Demised Premises and all improvements hereafter erected thereon, and Tenant hereby waives any rights created by any law now or hereafter in force to make repairs to the Demised Premises or improvements hereafter erected thereon at Landlord's expense.

**Section 8.4 Prohibition Against Waste.** Tenant shall not do or suffer any waste or damage, disfigurement or injury to the Demised Premises, or any improvements hereafter erected thereon, or to the fixtures or equipment therein, or permit or suffer any overloading of the floors, driveways or parking areas or other use of any improvements that would place an undue stress on the same or any portion thereof beyond that for which the same was designed. Further, Tenant will not allow (i) any person to go upon the roof of the Building, (ii) any materials or equipment to be placed upon the roof of the Building, or (iii) take any action affecting the roof of the Building, without, in each case, obtaining the prior written consent of Landlord.

**Section 8.5 Landlord's Right to Effect Repairs.** If Tenant should fail to perform any of its obligations under this Article VIII, then Landlord may, if it so elects, in addition to any other remedies provided herein, effect such repairs and maintenance. Any sums expended by Landlord in effecting such repairs and maintenance shall be due and payable, on demand, together with interest thereon at the Maximum Rate of Interest from the date of each such expenditure by Landlord to the date of repayment by Tenant.

**Section 8.6 Misuse or Neglect.** Tenant shall be responsible for all repairs to any improvements which are made necessary by any misuse or neglect by (i) Tenant or any of its officers, agents, employees, contractors, licensees, or subtenants; or (ii) any visitors, patrons, guests, or invitees of Tenant or its subtenant while in or upon the Demised Premises.

## ARTICLE IX

### COMPLIANCE WITH LAWS AND ORDINANCES

**Section 9.1 Compliance with Laws and Ordinances.** Tenant shall, throughout the term of this Lease, and at Tenant's sole cost and expense, promptly comply or cause compliance with or remove or cure any violation (other than violations which Landlord is required to remedy pursuant to Section 2.4 hereof) of any and all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and other governmental bodies having jurisdiction over the Demised Premises and the appropriate departments, commissions, boards and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters where the Demised Premises are situated, or any other body now or hereafter constituted exercising lawful or valid authority over the Demised Premises, or any portion

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thereof, or the sidewalks, curbs, roadways, alleys, entrances or railroad track facilities adjacent or appurtenant thereto, or exercising authority with respect to the use or manner of use of the Demised Premises, or such adjacent or appurtenant facilities, and whether the compliance, curing or removal of any such violation and the costs and expenses necessitated thereby shall have been foreseen or unforeseen, ordinary or extraordinary, and whether or not the same shall be presently within the contemplation of Landlord or Tenant or shall involve any change of governmental policy, or require structural or extraordinary repairs, alterations or additions by Tenant and irrespective of the costs thereof.

**Section 9.2 Compliance with Permitted Encumbrances.** Tenant, at its sole cost and expense, shall comply with all agreements, contracts, easements, restrictions, reservations or covenants, if any, recorded against the Land. Tenant shall also comply with, observe and perform all provisions and requirements of all policies of insurance at any time in force with respect to the Demised Premises and required to be obtained and maintained under the terms of Article VI hereof and shall comply with all development permits issued by governmental authorities issued in connection with development of the Demised Premises.

**Section 9.3 Tenant's Obligations.** Notwithstanding that it may be usual and customary for Landlord to assume responsibility and performance of any or all of the obligations set forth in this Article IX, and notwithstanding any order, rule or regulation directed to Landlord to perform, Tenant hereby assumes such obligations because, by nature of this Lease, the rents and income derived from this Lease by Landlord are net rentals not to be diminished by any expense incident to the ownership, occupancy, use, leasing, or possession of the Demised Premises or any portion thereof.

**Section 9.4 Compliance with Hazardous Materials Laws.** Tenant shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations ("**Hazardous Materials Laws**") relating to the industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any oil, petroleum products, flammable explosives, asbestos, urea formaldehyde, polychlorinated biphenyls, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including without limitation any "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under any such laws, ordinances or regulations (collectively, "**Hazardous Materials**").

Tenant shall at its own expense procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for Tenant's use of the Demised Premises, including, without limitation, discharge of (appropriately treated) materials or waste into or through any sanitary sewer system serving the Demised Premises. Except as discharged into the sanitary sewer in strict accordance and conformity with all applicable Hazardous Materials Laws, Tenant shall cause any and all Hazardous Materials to be removed from the Demised Premises and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such Hazardous Materials and wastes. Tenant shall in all respects, handle, treat, deal with and manage any and all Hazardous Materials in, on, under or about the Demised Premises in complete conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding the management of such Hazardous Materials. All reporting obligations to the extent imposed upon Tenant by

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Hazardous Materials Laws are solely the responsibility of Tenant. Upon expiration or earlier termination of this Lease, Tenant shall cause all Hazardous Materials (to the extent such Hazardous Materials are generated, stored, released or disposed of during the term of this Lease by Tenant) to be removed from the Demised Premises and transported for use, storage or disposal in accordance and in compliance with all applicable Hazardous Materials Laws. Tenant shall not take any remedial action in response to the presence of any Hazardous Materials in, on, about or under the Demised Premises or in any improvements situated on the Land, nor enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any way connected with the Demised Premises without first notifying Landlord of Tenant's intention to do so and affording Landlord ample opportunity to appear, intervene or otherwise appropriately assert and protect Landlord's interest with respect thereto. In addition, at Landlord's request, at the expiration of the term of this Lease, Tenant shall remove all tanks or fixtures which were placed on the Demised Premises during the term of this Lease and which contain, have contained or are contaminated with, Hazardous Materials.

Tenant shall immediately notify Landlord in writing of (a) any enforcement, clean-up, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials Laws; (b) any claim made or threatened by any person against Landlord, or the Demised Premises, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (c) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in, on or about the Demised Premises or with respect to any Hazardous Materials removed from the Demised Premises, including, any complaints, notices, warnings, reports or asserted violations in connection therewith. Tenant shall also provide to Landlord, as promptly as possible, and in any event within five business days after Tenant first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Demised Premises or Tenant's use thereof. Upon written request of Landlord (to enable Landlord to defend itself from any claim or charge related to any Hazardous Materials Law), Tenant shall promptly deliver to Landlord notices of hazardous waste manifests reflecting the legal and proper disposal of all such Hazardous Materials removed or to be removed from the Demised Premises. All such manifests shall list the Tenant or its agent as a responsible party and in no way shall attribute responsibility for any such Hazardous Materials to Landlord.

**Section 9.5 Cost of Compliance with Hazardous Materials Laws.** Tenant shall be responsible only for that part of the cost of compliance with Hazardous Materials Laws which relates to a breach by Tenant of the covenants contained in this Lease to be kept and performed by Tenant, including but not limited to the covenants contained in Section 9.4.

**Section 9.6 Discovery of Hazardous Materials.** In the event (a) Hazardous Materials are discovered upon the Demised Premises, (b) Landlord has been given written notice of the discovery of such Hazardous Materials, and (c) pursuant to the provisions of Section 9.7, neither Landlord nor Tenant is obligated to pay the cost of compliance with Hazardous Materials Laws, then and in that event Landlord may voluntarily but shall not be obligated to agree with Tenant to take all action necessary to bring the Demised Premises into compliance with, Hazardous Materials Laws at Landlord's sole cost. In the event Landlord fails to notify Tenant in writing within 30 days of the notice to Landlord of the discovery of such Hazardous Materials that

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Landlord intends to voluntarily take such action as is necessary to bring the Demised Premises into compliance with Hazardous Materials Laws, then Tenant shall either, (i) bring the Demised Premises into compliance with Hazardous Materials Laws at Tenant's sole cost or (ii) provided such Hazardous Materials endanger persons or property in, on, or about the Demised Premises or interfere with Tenant's use of the Demised Premises, terminate the Lease on a date not less than 90 days following written notice of such intent to terminate.

**Section 9.7 Indemnification.** Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord), protect and hold Landlord and each of Landlord's officers, directors, partners, employees, agents, attorneys, successors and assigns free and harmless from and against any and all claims, liabilities, damages, costs, penalties, forfeitures, losses or expenses (including attorneys' fees) for death or injury to any person or damage to any property whatsoever (including water tables and atmosphere) arising or resulting in whole or in part, directly or indirectly, from the presence or discharge of Hazardous Materials, in, on, under, upon or from the Demised Premises or any improvements located thereon or from the transportation or disposal of Hazardous Materials to or from the Demised Premises to the extent caused by Tenant. Tenant's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repairs, clean-up or detoxification or decontamination of the Demised Premises or any improvements, and the presence and implementation of any closure, remedial action or other required plans in connection therewith, and shall survive the expiration of or early termination of the term of this Lease. For purposes of the indemnity provided herein, any acts or omissions of Tenant, or its employees, agents, customers, sublessees, assignees, contractors or subcontractors of Tenant (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Tenant.

**Section 9.8 Acts or Omissions Regarding Hazardous Materials.** For purposes of the covenants and agreements contained in Section 9.4, any acts or omissions of Tenant, its employees, agents, customers, sublessees, assignees, contractors or subcontractors shall be strictly attributable to Tenant; any acts or omissions of Landlord, its employees, agents, customers, assignees, contractors or subcontractors shall be strictly attributable to Landlord.

**Section 9.9 Survival.** The respective rights and obligations of Landlord and Tenant under this Article IX shall survive the expiration or earlier termination of this Lease.

## ARTICLE X

### MECHANIC'S LIENS AND OTHER LIENS

**Section 10.1 Freedom from Liens.** Tenant shall not suffer or permit any mechanic's lien or other lien to be filed against the Demised Premises, or any portion thereof, by reason of work, labor, skill, services, equipment or materials supplied or claimed to have been supplied to the Demised Premises at the request of Tenant, or anyone holding the Demised Premises, or any portion thereof, through or under Tenant. If any such mechanic's lien or other lien shall at any time be filed against the Demised Premises, or any portion thereof, Tenant shall cause the same to be discharged of record within 30 days after the date of filing the same. If Tenant shall fail to discharge such mechanic's lien or liens or other lien within such period, then, in addition to any

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other right or remedy of Landlord, after five days' prior written notice to Tenant, Landlord may, but shall not be obligated to, discharge the same by paying to the claimant the amount claimed to be due or by procuring the discharge of such lien as to the Demised Premises by deposit in the court having jurisdiction of such lien, the foreclosure thereof or other proceedings with respect thereto, of a cash sum sufficient to secure the discharge of the same, or by the deposit of a bond or other security with such court sufficient in form, content and amount to procure the discharge of such lien, or in such other manner as is now or may in the future be provided by present or future law for the discharge of such lien as a lien against the Demised Premises. Any amount paid by Landlord, or the value of any deposit so made by Landlord, together with all costs, fees and expenses in connection therewith (including reasonable attorney's fees of Landlord), together with interest thereon at the Maximum Rate of Interest set forth in Section 3.4 hereof, shall be repaid by Tenant to Landlord on demand by Landlord and if unpaid may be treated as Additional Rent. Tenant shall indemnify and defend Landlord against and save Landlord and the Demised Premises, and any portion thereof, harmless from all losses, costs, damages, expenses, liabilities, suits, penalties, claims, demands and obligations, including, without limitation, reasonable attorney's fees resulting from the assertion, filing, foreclosure or other legal proceedings with respect to any such mechanic's lien or other lien.

All materialmen, contractors, artisans, mechanics, laborers and any other person now or hereafter furnishing any labor, services, materials, supplies or equipment to Tenant with respect to the Demised Premises, or any portion thereof, are hereby charged with notice that they must look exclusively to Tenant to obtain payment for the same. Notice is hereby given that Landlord shall not be liable for any labor, services, materials, supplies, skill, machinery, fixtures or equipment furnished or to be furnished to Tenant upon credit, and that no mechanic's lien or other lien for any such labor, services, materials, supplies, machinery, fixtures or equipment shall attach to or affect the estate or interest of Landlord in and to the Demised Premises, or any portion thereof.

**Section 10.2 Removal of Liens.** Except as otherwise provided for in this Article X, Tenant shall not create, permit or suffer, and shall promptly discharge and satisfy of record, any other lien, encumbrance, charge, security interest, or other right or interest which shall become a lien, encumbrance, charge or security interest upon the Demised Premises, or any portion thereof, or the income therefrom, or on the interest of Landlord or Tenant in the Demised Premises, or any portion thereof, save and except for those liens, encumbrances, charges, security interests, or other rights or interests consented to, in writing, by Landlord, or those mortgages, assignments of rents, assignments of leases and other mortgage documentation placed thereon by Landlord in financing or refinancing the Demised Premises.

## ARTICLE XI

### INTENT OF PARTIES

**Section 11.1 Net Lease.** Landlord and Tenant do each state and represent that it is the intention of each of them that this Lease be interpreted and construed as an absolute net lease and all Basic Rent and Additional Rent shall be paid by Tenant to Landlord without abatement, deduction, diminution, deferment, suspension, reduction or setoff, and the obligations of Tenant shall not be affected by reason of damage to or destruction of the Demised Premises from

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whatever cause; nor shall the obligations of Tenant be affected by reason of any condemnation, eminent domain or like proceedings (except as provided in Article XIV hereof); nor shall the obligations of Tenant be affected by reason of any other cause whether similar or dissimilar to the foregoing or by any laws or customs to the contrary. It is the further express intent of Landlord and Tenant that (a) the obligations of Landlord and Tenant hereunder shall be separate and independent covenants and agreements and that the Basic Rent and Additional Rent, and all other charges and sums payable by Tenant hereunder, shall commence at the times provided herein and shall continue to be payable in all events unless the obligations to pay the same shall be terminated pursuant to an express provision in this Lease; (b) all costs or expenses of whatsoever character or kind, general or special, ordinary or extraordinary, foreseen or unforeseen, and of every kind and nature whatsoever that may be necessary or required in and about the Demised Premises, or any portion thereof, and Tenant's possession or authorized use thereof during the term of this Lease, shall be paid by Tenant and all provisions of this Lease are to be interpreted and construed in light of the intention expressed in this Section 11.1; (c) the Basic Rent specified in Section 3.1 shall be absolutely net to Landlord so that this Lease shall yield net to Landlord the Basic Rent specified in Section 3.1 in each year during the term of this Lease (unless extended or renewed at a different Basic Rent); (d) all Impositions, insurance premiums, utility expense, repair and maintenance expense, and all other costs, fees, interest, charges, expenses, reimbursements and obligations of every kind and nature whatsoever relating to the Demised Premises, or any portion thereof, which may arise or become due during the term of this Lease, or any extension or renewal thereof, shall be paid or discharged by Tenant as Additional Rent; and (e) Tenant hereby agrees to indemnify, defend and save Landlord harmless from and against such costs, fees, charges, expenses, reimbursements and obligations, and any interest thereon.

**Section 11.2 Entry by Landlord.** If Tenant shall at any time fail to pay any Imposition in accordance with the provisions of Article V, or to take out, pay for, maintain and deliver any of the insurance policies or certificates of insurance provided for in Article VI, or shall fail to make any other payment or perform any other act on its part to be made or performed, then Landlord, after prior written notice to Tenant as provided in Section 12.1 (or without notice in case of emergency), and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease, may, but shall be under no obligation to do so, (a) pay any Imposition payable by Tenant pursuant to the provisions of Article V; (b) take out, pay for and maintain any of the insurance policies provided for in this Lease; or (c) make any other payment or perform any other act on Tenant's part to be paid or performed as in this Lease provided, and Landlord may enter upon the Demised Premises for any such purpose and take all such action therein or thereon as may be necessary therefor. Nothing herein contained shall be deemed as a waiver or release of Tenant from any obligation of Tenant in this Lease contained.

**Section 11.3 Interest on Unpaid Amounts.** If Tenant shall fail to perform any act required of it, Landlord may perform the same, but shall not be required to do so, in such manner and to such extent as Landlord may deem necessary or desirable, and in exercising any such right to employ counsel and to pay necessary and incidental costs and expenses, including reasonable attorney's fees. All sums so paid by Landlord and all necessary and incidental costs and expenses, including reasonable attorney's fees, in connection with the performance of any such act by Landlord, together with interest thereon at the Maximum Rate of Interest provided for in Section 3.4 hereof from the date of making such expenditure by Landlord, shall be deemed



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Additional Rent hereunder and, except as is otherwise expressly provided herein, shall be payable to Landlord on demand or, at the option of Landlord, may be added to any semi-annual rental then due or thereafter becoming due under this Lease, and Tenant covenants to pay any such sum or sums, with interest as aforesaid, and Landlord shall have, in addition to any other right or remedy of Landlord, the same rights and remedies in the event of nonpayment thereof by Tenant as in the case of default by Tenant in the payment of semi-annual Basic Rent. Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid, to the amount of the insurance premium or premiums not paid or not incurred by Tenant, and which would have been payable upon such insurance, but Landlord shall also be entitled to recover as damages for such breach the uninsured amount of any loss (to the extent of any deficiency between the dollar limits of insurance required by the provisions of this Lease and the dollar limits of the insurance actually carried by Tenant), damages, costs and expenses of suit, including reasonable attorney's fees, suffered or incurred by reason of damage to or destruction of the Demised Premises, or any portion thereof or other damage or loss which Tenant is required to insure against hereunder, occurring during any period when Tenant shall have failed or neglected to provide insurance as aforesaid.

## ARTICLE XII

### DEFAULTS OF TENANT

**Section 12.1 Event of Default.** If any one or more of the following events (in this Article sometimes called "Events of Default") shall happen:

- (a) If default shall be made by Tenant, by operation of law or otherwise, under the provisions of Article XV hereof relating to assignment, sublease, mortgage or other transfer of Tenant's interest in this Lease or in the Demised Premises or in the income arising therefrom;
- (b) If default shall be made in the due and punctual payment of any Basic Rent or Additional Rent payable under this Lease or in the payment of any obligation to be paid by Tenant, when and as the same shall become due and payable, and such default shall continue for a period of five (5) days after written notice thereof given by Landlord to Tenant;
- (c) If default shall be made by Tenant in keeping, observing or performing any of the terms contained in this Lease, other than those referred to in Subparagraphs (a) and (b) of this Section 12.1, which does not expose Landlord to criminal liability, and such default shall continue for a period of 30 days after written notice thereof given by Landlord to Tenant, or in the case of such a default or contingency which cannot with due diligence and in good faith be cured within 30 days, and Tenant fails to proceed promptly and with due diligence and in good faith to cure the same and thereafter to prosecute the curing of such default with due diligence and in good faith, it being intended that in connection with a default which does not expose Landlord to criminal liability, not susceptible of being cured

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with due diligence and in good faith within 30 days, that the time allowed Tenant within which to cure the same shall be extended for such period as may be necessary for the curing thereof promptly with due diligence and in good faith;

- (d) If default shall be made by Tenant in keeping, observing or performing any of the terms contained in this Lease, other than those referred to in Subparagraphs (a), (b) and (c) of this Section 12.1, and which exposes Landlord to criminal liability, and such default shall continue after written notice thereof given by Landlord to Tenant, and Tenant fails to proceed timely and promptly with all due diligence and in good faith to cure the same and thereafter to prosecute the curing of such default with all due diligence, it being intended that in connection with a default which exposes Landlord to criminal liability that Tenant shall proceed immediately to cure or correct such condition with continuity and with all due diligence and in good faith;

then, and in any such event, Landlord, at any time thereafter during the continuance of any such Event of Default, may give written notice to Tenant specifying such Event of Default or Events of Default and stating that this Lease and the terms hereby demised shall expire and terminate on the date specified in such notice, and upon the date specified in such notice this Lease and the terms hereby demised, and all rights of Tenant under this Lease, including all rights of renewal whether exercised or not, shall expire and terminate, or in the alternative or in addition to the foregoing remedy, Landlord may assert and have the benefit of any other remedy allowed herein, at law, or in equity.

**Section 12.2 Surrender of Demised Premises.** Upon any expiration or termination of this Lease, Tenant shall quit and peaceably surrender the Demised Premises, and all portions thereof, to Landlord, and Landlord, upon or at any time after any such expiration or termination, may, without further notice, enter upon and reenter the Demised Premises, and all portions thereof, and possess and repossess itself thereof, by force, summary proceeding, ejectment or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the Demised Premises, and all portions thereof, and may have, hold and enjoy the Demised Premises and the right to receive all rental and other income of and from the same.

**Section 12.3 Reletting by Landlord.** At any time, or from time to time after any such expiration or termination, Landlord may relet the Demised Premises, or any portion thereof, in the name of Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions (which may include concessions or free rent) as Landlord, in its uncontrolled discretion, may determine and may collect and receive the rents therefor. Landlord shall in no way be responsible or liable for any failure to relet the Demised Premises, or any part thereof, or for any failure to collect any rent due upon any such reletting except as may otherwise be required pursuant to Illinois law.

**Section 12.4 Survival of Tenant's Obligations.** No such expiration or termination of this Lease shall relieve Tenant of its liabilities and obligations under this Lease (as if this Lease

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had not been so terminated or expired), and such liabilities and obligations shall survive any such expiration or termination. In the event of any such expiration or termination, whether or not the Demised Premises, or any portion thereof, shall have been relet, Tenant shall pay to Landlord a sum equal to the Basic Rent, and the Additional Rent and any other charges required to be paid by Tenant, up to the time of such expiration or termination of this Lease, and thereafter Tenant, until the end of what would have been the term of this Lease in the absence of such expiration or termination, shall be liable to Landlord for, and shall pay to Landlord, as and for liquidated and agreed current damages for Tenant's default:

- (a) The equivalent of the amount of the Basic Rent and Additional Rent which would be payable under this Lease by Tenant if this Lease were still in effect, less
- (b) The net proceeds of any reletting effected pursuant to the provisions of Section 12.3 hereof after deducting all of Landlord's reasonable expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, reasonable attorney's fees, alteration costs, and expenses of preparation of the Demised Premises, or any portion thereof, for such reletting.

Tenant shall pay such current damages in the amount determined in accordance with the terms of this Section 12.4, as set forth in a written statement thereof from Landlord to Tenant (hereinafter called the "**Deficiency**"), to Landlord in semi-annual installments on the days on which the Basic Rent would have been payable under this Lease if this Lease were still in effect, and Landlord shall be entitled to recover from Tenant each semi-annual installment of the Deficiency as the same shall arise.

**Section 12.5 Damages.** At any time after an Event of Default and termination of this Lease, whether or not Landlord shall have collected any semi-annual Deficiency as set forth in Section 12.4, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, as and for final damages for Tenant's default, an amount equal to the difference between the then present worth of the aggregate of the Basic Rent and Additional Rent and any other charges to be paid by Tenant hereunder for the unexpired portion of the term of this Lease (assuming this Lease had not been so terminated), and the then present worth of the then aggregate fair and reasonable fair market rent of the Demised Premises for the same period. In the computation of present worth, a discount at the rate of 10% per annum shall be employed. If the Demised Premises, or any portion thereof, be relet by Landlord for the unexpired term of this Lease, or any part thereof, before presentation of proof of such damages to any court, commission or tribunal, the amount of rent reserved upon such reletting shall, prima facie, be the fair and reasonable fair market rent for the part or the whole of the Demised Premises so relet during the term of the reletting. Nothing herein contained or contained in Section 12.4 shall limit or prejudice the right of Landlord to prove for and obtain, as damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to or less than the amount of the difference referred to above.

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**Section 12.6 No Waiver.** No failure by Landlord or by Tenant to insist upon the performance of any of the terms of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Landlord of full or partial rent from Tenant or any third party during the continuance of any such breach, shall constitute a waiver of any such breach or of any of the terms of this Lease. None of the terms of this Lease to be kept, observed or performed by Landlord or by Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by Landlord and/or by Tenant, as the case may be. No waiver of any breach shall affect or alter this Lease, but each of the terms of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach of this Lease. No waiver of any default of Tenant herein shall be implied from any omission by Landlord to take any action on account of such default, if such default persists or is repeated and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**Section 12.7 Landlord's Remedies.** In the event of any breach or threatened breach by Tenant of any of the terms contained in this Lease, Landlord shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right or remedy allowed at law or in equity or by statute or otherwise as though entry, reentry, summary proceedings and other remedies were not provided for in this Lease. Each remedy or right of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or the beginning of the exercise by Landlord of any one or more of such rights or remedies shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies.

**Section 12.8 Bankruptcy.** If, during the term of this Lease, (a) Tenant shall make an assignment for the benefit of creditors, (b) a voluntary petition be filed by Tenant under any law having for its purpose the adjudication of Tenant a bankrupt, or Tenant be adjudged a bankrupt pursuant to an involuntary petition in bankruptcy, (c) a receiver be appointed for the property of Tenant and is not dismissed within thirty (30) days thereafter, or (d) any department of the state or federal government, or any officer thereof duly authorized, shall take possession of the business or property of Tenant, the occurrence of any such contingency shall be deemed a breach of the Lease and this Lease shall, ipso facto upon the happening of any of said contingencies, be terminated and the same shall expire as fully and completely as if the day of the happening of such contingency were the date herein specifically fixed for the expiration of the term, and Tenant will then quit and surrender the Demised Premises, but Tenant shall remain liable as hereinafter provided. Notwithstanding other provisions of this Lease, or any present or future law, Landlord shall be entitled to recover from Tenant or Tenant's estate (in lieu of the equivalent of the amount of all rent and other charges unpaid at the date of such termination) as damages for loss of the bargain and not as a penalty, an aggregate sum which at the time of such termination represents the difference between the then present worth of the aggregate of the Basic Rent and Additional Rent and any other charges payable by Tenant hereunder that would have accrued for the balance of the term of this Lease (assuming this Lease had not been so terminated), over the then present worth of the aggregate fair market rent of the Demised Premises for the balance of such period, unless any statute or rule of law covering the

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proceedings in which such damages are to be proved shall limit the amount of such claim capable of being so proved, in which case Landlord shall be entitled to prove as and for damages by reason of such breach and termination of this Lease the maximum amount which may be allowed by or under any such statute or rule of law without prejudice to any rights of Landlord against any guarantor of Tenant's obligations herein. In the computation of present worth, a discount rate of 10% per annum shall be employed. Nothing contained herein shall limit or prejudice Landlord's right to prove and obtain as damages arising out of such breach and termination the maximum amount allowed by any such statute or rule of law which may govern the proceedings in which such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the excess of the present value of the rent and other charges required herein over the present value of the fair market rents referred to above. Specified remedies to which Landlord may resort under the terms of this Section 12.8 are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled.

**Section 12.9 Waiver by Tenant.** Tenant hereby expressly waives, so far as permitted by law, any and all right of redemption or reentry or repossession or to revive the validity and existence of this Lease in the event that Tenant shall be dispossessed by a judgment or by order of any court having jurisdiction over the Demised Premises or the interpretation of this Lease or in case of entry, reentry or repossession by Landlord or in case of any expiration or termination of this Lease.

## ARTICLE XIII

### DESTRUCTION AND RESTORATION

**Section 13.1 Destruction and Restoration.** Tenant covenants and agrees that in case of damage to or destruction of any improvements after the Commencement Date of the term of this Lease, by fire or otherwise, Tenant, at its sole cost and expense, shall promptly restore, repair, replace and rebuild the same as nearly as possible to the condition that the same were in immediately prior to such damage or destruction with such changes or alterations (made in conformity with Article XIX hereof) as may be reasonably acceptable to Landlord or required by law. Tenant shall forthwith give Landlord written notice of such damage or destruction upon the occurrence thereof and specify in such notice, in reasonable detail, the extent thereof. Such restoration, repairs, replacements, rebuilding, changes and alterations, including the cost of temporary repairs for the protection of the Demised Premises, or any portion thereof, pending completion thereof are sometimes hereinafter referred to as the "Restoration." The Restoration shall be carried on and completed in accordance with the provisions and conditions of Section 13.2 and Article XIX hereof. If the net amount of the insurance proceeds (after deduction of all costs, expenses and fees related to recovery of the insurance proceeds) recovered by Landlord and held by Landlord and Tenant as co-trustees is reasonably deemed insufficient by Landlord to complete the Restoration of such improvements (exclusive of Tenant's personal property and trade fixtures which shall be restored, repaired or rebuilt out of Tenant's separate funds), Tenant shall, upon request of Landlord, deposit with Landlord and Tenant, as co-trustees a cash deposit equal to the reasonable estimate of the amount necessary to complete the Restoration of such improvements less the amount of such insurance proceeds available.

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**Section 13.2 Application of Insurance Proceeds.** All insurance moneys recovered by Landlord and held by Landlord and Tenant as co-trustees on account of such damage or destruction, less the costs, if any, to Landlord of such recovery, shall be applied to the payment of the costs of the Restoration and shall be paid out from time to time as the Restoration progresses upon the written request of Tenant, accompanied by a certificate of the architect or a qualified professional engineer in charge of the Restoration stating that as of the date of such certificate (a) the sum requested is justly due to the contractors, subcontractors, materialmen, laborers, engineers, architects, or persons, firms or corporations furnishing or supplying work, labor, services or materials for such Restoration, or is justly required to reimburse Tenant for any expenditures made by Tenant in connection with such Restoration, and when added to all sums previously paid out by Landlord does not exceed the value of the Restoration performed to the date of such certificate by all of said parties; (b) except for the amount, if any, stated in such certificates to be due for work, labor, services or materials, there is no outstanding indebtedness known to the person signing such certificate, after due inquiry, which is then due for work, labor, services or materials in connection with such Restoration, which, if unpaid, might become the basis of a mechanic's lien or similar lien with respect to the Restoration or a lien upon the Demised Premises, or any portion thereof, and (c) the costs, as estimated by the person signing such certificate, of the completion of the Restoration required to be done subsequent to the date of such certificate in order to complete the Restoration do not exceed the sum of the remaining insurance moneys, plus the amount deposited by Tenant, if any, remaining in the hands of Landlord after payment of the sum requested in such certificate.

Tenant shall furnish Landlord at the time of any such payment with evidence reasonably satisfactory to Landlord that there are no unpaid bills in respect to any work, labor, services or materials performed, furnished or supplied in connection with such Restoration. Landlord and Tenant as co-trustees shall not be required to pay out any insurance moneys where Tenant fails to supply satisfactory evidence of the payment of work, labor, services or materials performed, furnished or supplied, as aforesaid. If the insurance moneys in the hands of Landlord and Tenant as co-trustees, and such other sums, if any, deposited with Landlord and Tenant as co-trustees pursuant to Section 13.1 hereof, shall be insufficient to pay the entire costs of the Restoration, Tenant agrees to pay any deficiency promptly upon demand. Upon completion of the Restoration and payment in full thereof by Tenant, Landlord shall within a reasonable period of time thereafter, turn over to Tenant all insurance moneys or other moneys then remaining upon submission of proof reasonably satisfactory to Landlord that the Restoration has been paid for in full and the damaged or destroyed Building and other improvements repaired, restored or rebuilt as nearly as possible to the condition they were in immediately prior to such damage or destruction, or with such changes or alterations as may be made in conformity with Section 13.1 and Article XIX hereof.

**Section 13.3 Continuance of Tenant's Obligations.** No destruction of or damage to the Demised Premises, or any portion thereof, by fire, casualty or otherwise shall permit Tenant to surrender this Lease or shall relieve Tenant from its liability to pay to Landlord the Basic Rent and Additional Rent payable under this Lease or from any of its other obligations under this Lease, and Tenant waives any rights now or hereafter conferred upon Tenant by present or future law or otherwise to quit or surrender this Lease or the Demised Premises, or any portion thereof, to Landlord or to any suspension, diminution, abatement or reduction of rent on account of any such damage or destruction.

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**Section 13.4 Availability of Insurance Proceeds.** To the extent that any insurance moneys which would otherwise be payable to Landlord and used in the Restoration of the damaged or destroyed improvements are paid to any mortgagee of Landlord and applied in payment of or reduction of the sum or sums secured by any such mortgage or mortgages made by Landlord on the Demised Premises, Landlord shall make available, for the purpose of Restoration of such improvements, an amount equal to the amount payable to its mortgagee out of such proceeds and in such event, such sum shall be applied in the manner provided in Section 13.2 hereof.

## ARTICLE XIV

### CONDEMNATION

**Section 14.1 Condemnation of Entire Demised Premises.** If, during the term of this Lease, the entire Demised Premises shall be taken as the result of the exercise of the power of eminent domain (hereinafter referred to as the "Proceedings"), this Lease and all right, title and interest of Tenant hereunder shall cease and come to an end on the date of vesting of title pursuant to such Proceedings and Landlord shall be entitled to and shall receive the total award made in such Proceedings, Tenant hereby assigning any interest in such award, damages, consequential damages and compensation to Landlord and Tenant hereby waiving any right Tenant has now or may have under present or future law to receive any separate award of damages for its interest in the Demised Premises, or any portion thereof, or its interest in this Lease.

In any taking of the Demised Premises, or any portion thereof, whether or not this Lease is terminated as in this Article provided, Tenant shall not be entitled to any portion of the award for the taking of the Demised Premises or damage to any improvements, except as otherwise provided for in Section 14.3 with respect to the restoration of any improvements, or for the estate or interest of Tenant therein, all such award, damages, consequential damages and compensation being hereby assigned to Landlord, and Tenant hereby waives any right it now has or may have under present or future law to receive any separate award of damages for its interest in the Demised Premises, or any portion thereof, or its interest in this Lease, except that Tenant shall have, nevertheless, the limited right to prove in the Proceedings and to receive any award which may be made for damages to or condemnation of Tenant's movable trade fixtures and equipment, and for Tenant's relocation costs in connection therewith.

**Section 14.2 Partial Condemnation/Termination of Lease.** If, during the Initial Term of this Lease, or any extension or renewal thereof, a portion of, but less than the whole of, the Demised Premises, shall be taken in any such Proceedings, this Lease shall, upon vesting of title in the Proceedings, terminate as to the portion of the Demised Premises so taken, and Tenant may, at its option, terminate this Lease as to the remainder of the Demised Premises. Such termination as to the remainder of the Demised Premises shall be effected by notice in writing given not more than 60 days after the date of vesting of title in such Proceedings, and shall specify a date not more than 60 days after the giving of such notice as the date for such termination. Upon the date specified in such notice, the term of this Lease, and all right, title and interest of Tenant hereunder, shall cease and come to an end. If this Lease is terminated as in this Section 14.2 provided, Landlord shall be entitled to and shall receive the total award made in

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such Proceedings, Tenant hereby assigning any interest in such award, damages, consequential damages and compensation to Landlord, and Tenant hereby waiving any right Tenant has now or may have under present or future law to receive any separate award of damages for its interest in the Demised Premises, or any portion thereof, or its interest in this Lease except as otherwise provided in Section 14.1. The right of Tenant to terminate this Lease, as in this Section 14.2 provided, shall be exercisable only upon condition that Tenant is not then in default in the performance of any of the terms, covenants or conditions of this Lease on its part to be performed, and such termination upon Tenant's part shall become effective only upon compliance by Tenant with all such terms, covenants and conditions to the date of such termination. In the event that Tenant elects not to terminate this Lease as to the remainder of the Demised Premises, the rights and obligations of Landlord and Tenant shall be governed by the provisions of Section 14.3 hereof.

**Section 14.3 Continuance of Obligations.** In the event of any termination of this Lease, or any part thereof, as a result of any such Proceedings, Tenant shall pay to Landlord all Basic Rent and all Additional Rent and other charges payable hereunder with respect to that portion of the Demised Premises so taken in such Proceedings with respect to which this Lease shall have terminated justly apportioned to the date of such termination. From and after the date of vesting of title in such Proceedings, Tenant shall continue to pay the Basic Rent and Additional Rent and other charges payable hereunder, as in this Lease provided, to be paid by Tenant, subject to an abatement of a just and proportionate part of the Basic Rent according to the extent and nature of such taking as provided for in Sections 14.3 and 14.6 hereof in respect to the Demised Premises remaining after such taking.

**Section 14.4 Adjustment of Rent.** In the event of a partial taking of the Demised Premises under Section 14.3 hereof, or a partial taking of the Demised Premises under Section 14.2 hereof, followed by Tenant's election not to terminate this Lease, the fixed Basic Rent payable hereunder during the period from and after the date of vesting of title in such Proceedings to the termination of this Lease shall be reduced to a sum equal to the product of the Basic Rent provided for herein multiplied by a fraction, the numerator of which is the value of the Demised Premises after such taking and after the same has been restored to a complete architectural unit, and the denominator of which is the value of the Demised Premises prior to such taking. In no event, however, shall such reduction in Basic Rent exceed 10% of the net award received by Landlord as a result of such taking after deductions of all costs of the Proceedings, including the costs of Restoration.

## ARTICLE XV

### ASSIGNMENT, SUBLETTING, ETC.

**Section 15.1 Restriction on Transfer.** Tenant shall not sublet the Demised Premises, or any portion thereof, nor assign, mortgage, pledge, transfer or otherwise encumber or dispose of this Lease, or any interest therein, or in any manner assign, mortgage, pledge, transfer or otherwise encumber or dispose of its interest or estate in the Demised Premises, or any portion thereof, without obtaining Landlord's prior written consent in each and every instance, which consent shall not be unreasonably withheld or delayed, provided the following conditions are complied with:



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- (a) Any assignment of this Lease shall transfer to the assignee all of Tenant's right, title and interest in this Lease and all of Tenant's estate or interest in the Demised Premises.
- (b) At the time of any assignment or subletting, and at the time when Tenant requests Landlord's written consent thereto, this Lease must be in full force and effect, without any breach or default thereunder on the part of Tenant.
- (c) Any such assignee shall assume, by written, recordable instrument, in form and content satisfactory to Landlord, the due performance of all of Tenant's obligations under this Lease, including any accrued obligations at the time of the effective date of the assignment, and such assumption agreement shall state that the same is made by the assignee for the express benefit of Landlord as a third party beneficiary thereof. A copy of the assignment and assumption agreement, both in form and content satisfactory to Landlord, fully executed and acknowledged by assignee, together with a certified copy of a properly executed corporate resolution (if the assignee be a corporation) authorizing the execution and delivery of such assumption agreement, shall be sent to Landlord ten days prior to the effective date of such assignment.
- (d) In the case of a subletting, a copy of any sublease fully executed and acknowledged by Tenant and the sublessee shall be mailed to Landlord ten days prior to the effective date of such subletting, which sublease shall be in form and content acceptable to Landlord.
- (e) Such assignment or subletting shall be subject to all the provisions, terms, covenants and conditions of this Lease, and Tenant-assignor (and the guarantor or guarantors of this Lease, if any) and the assignee or assignees shall continue to be and remain liable under this Lease, as it may be amended from time to time without notice to any assignor of Tenant's interest or to any guarantor.
- (f) Each sublease permitted under this Section 15.1 shall contain provisions to the effect that (i) such sublease is only for actual use and occupancy by the sublessee; (ii) such sublease is subject and subordinate to all of the terms, covenants and conditions of this Lease and to all of the rights of Landlord thereunder; and (iii) in the event this Lease shall terminate before the expiration of such sublease, the sublessee thereunder will, at Landlord's option, attorn to Landlord and waive any rights the sublessee may have to terminate the sublease or to surrender possession thereunder, as a result of the termination of this Lease.
- (g) Tenant agrees to pay on behalf of Landlord any and all costs of Landlord, including reasonable attorney's fees paid or payable to outside counsel occasioned by such assignment or subletting.

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**Section 15.2 Restriction From Further Assignment.** Notwithstanding anything contained in this Lease to the contrary and notwithstanding any consent by Landlord to any sublease of the Demised Premises, or any portion thereof, or to any assignment of this Lease or of Tenant's interest or estate in the Demised Premises, no sublessee shall assign its sublease nor further sublease the Demised Premises, or any portion thereof, and no assignee shall further assign its interest in this Lease or its interest or estate in the Demised Premises, or any portion thereof, nor sublease the Demised Premises, or any portion thereof, without Landlord's prior written consent in each and every instance which consent shall not be unreasonably withheld or unduly delayed. No such assignment or subleasing shall relieve Tenant from any of Tenant's obligations contained in this Lease.

**Section 15.3 Landlord's Termination Right.** Notwithstanding anything contained in this Lease to the contrary, should Tenant desire to assign this Lease, or its interest or estate in the Demised Premises, or sublet the Demised Premises, or any portion thereof, it shall give written notice of its intention to do so to Landlord 60 days or more before the effective date of such proposed assignment or subletting and if Landlord has approval rights with respect to such assignment or subletting, then Landlord may, at any time within 30 days after the receipt of such notice from Tenant, cancel this Lease by giving Tenant written notice of its intention to do so, in which event such cancellation shall become effective upon the date specified by Landlord, but not less than 30 days nor more than 90 days after its receipt by Tenant, with the same force and effect as if said cancellation date were the Expiration Date, or the date of expiration of any extension or renewal of this Lease. Landlord may enter into a direct lease with the proposed sublessee or assignee or with any other persons as Landlord may desire without obligation or liability to Tenant, its assignees, sublessees or their respective successors, assigns, agents or brokers.

**Section 15.4 Tenant's Failure to Comply.** Tenant's failure to comply with all of the foregoing provisions and conditions of this Article XV shall (whether or not Landlord's consent is required under this Article), at Landlord's option, render any purported assignment or subletting null and void and of no force and effect.

**Section 15.5 Sharing of Excess Rent.** If Landlord consents to Tenant assigning its interest under this Lease or subletting all or any portion of the Demised Premises, Tenant shall pay to Landlord (in addition to Basic Rent, Additional Rent and all other amounts payable by Tenant under this Lease) 50% of the rents and other considerations payable by such assignee or subtenant in excess of the Basic Rent and Additional Rent otherwise payable by Tenant from time to time under this Lease. For the purposes of this computation, the additional amount payable by Tenant shall be determined by application of the rental rate per square foot for the Demised Premises or any portion thereof sublet. Said additional amount shall be paid to Landlord immediately upon receipt by Tenant of such rent or other considerations from the assignee or subtenant.

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## ARTICLE XVI

### SUBORDINATION, NONDISTURBANCE, NOTICE TO MORTGAGEE AND ATTORNMENT

**Section 16.1 Subordination by Tenant.** This Lease and all rights of Tenant therein, and all interest or estate of Tenant in the Demised Premises, or any portion thereof, shall be subject and subordinate to the lien of any mortgage, deed of trust, security instrument or other document of like nature ("**Mortgage**"), which at any time may be placed upon the Demised Premises, or any portion thereof, by Landlord, and to any replacements, renewals, amendments, modifications, extensions or refinancing thereof, and to each and every advance made under any Mortgage. Tenant agrees at any time hereafter, and from time to time on demand of Landlord, to execute and deliver to Landlord any instruments, releases or other documents that may be reasonably required for the purpose of subjecting and subordinating this Lease to the lien of any such Mortgage. It is agreed, nevertheless, that so long as Tenant is not in default in the payment of Basic Rent and Additional Rent and the performance and observance of all covenants, conditions, provisions, terms and agreements to be performed and observed by Tenant under this Lease, that such subordination agreement or other instrument, release or document shall not interfere with, hinder or molest Tenant's right to quiet enjoyment under this Lease, nor the right of Tenant to continue to occupy the Demised Premises, and all portions thereof, and to conduct its business thereon in accordance with the covenants, conditions, provisions, terms and agreements of this Lease. The lien of any such Mortgage shall not cover Tenant's trade fixtures or other personal property located in or on the Demised Premises.

**Section 16.2 Landlord's Default.** Any breach by Landlord of this Agreement, including, but not limited to, any breach in connection with the Purchase Option or action or omission causing a failure of a closing condition thereunder, that continues beyond any time period provided for such cure or, the absence of a specified time period, thirty (30) days following Tenant's notice to Landlord of such breach, shall constitute a "Landlord Default"; provided, however, if such act or omission cannot, with due diligence and in good faith, be remedied within such 30-day period, the Landlord and/or mortgagee shall be allowed such further period of time as may be reasonably necessary provided that it shall have commenced remedying the same with due diligence and in good faith within said 30-day period. Notwithstanding the foregoing, in the event that a breach by Landlord results in an immediate threat of bodily harm to Tenant's employees, agents or invitees, or damage to Tenant's property, Tenant may, without prior notice to Landlord, proceed to cure such breach prior to the completion of such 30-day period required to constitute a Landlord Default as set forth herein; provided, that, in such event, Tenant shall give written notice to Landlord as soon as possible after commencement of such cure. Upon a Landlord Default, Tenant may (a) cure such breach, (b) terminate this Lease, effective upon the thirtieth (30th) day following Tenant's delivery of written notice of such election to terminate to Landlord, and (c) pursue any other remedy available to Tenant hereunder or under law. Nothing herein shall be construed or interpreted as requiring any mortgagee to remedy any breach by Landlord.

**Section 16.3 Attornment.** If any mortgagee shall succeed to the rights of Landlord under this Lease or to ownership of the Demised Premises, whether through possession or foreclosure or the delivery of a deed to the Demised Premises, then Landlord shall promptly

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provide Tenant with notice of such succession to the rights of Landlord or to ownership of the Demised Premises, and, upon the written request of such mortgagee so succeeding to Landlord's rights hereunder, Tenant shall attorn to and recognize such mortgagee as Tenant's landlord under this Lease, and shall promptly execute and deliver any instrument that such mortgagee may reasonably request to evidence such attornment (whether before or after making of the mortgage). In the event of any other transfer of Landlord's interest hereunder, Landlord shall promptly provide Tenant with notice of such transfer and, upon the written request of the transferee and Landlord, Tenant shall attorn to and recognize such transferee as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument that such transferee and Landlord may reasonably request to evidence such attornment.

## ARTICLE XVII

### SIGNS

**Section 17.1 Tenant's Signs.** Tenant may erect signs, awnings, and advertising matters on the exterior or interior of the Building or on the landscaped area adjacent thereto; provided, that such sign or signs (a) do not cause any structural damage or other damage to the Building; (b) do not violate applicable governmental laws, ordinances, rules or regulations; (c) do not violate any existing restrictions affecting the Demised Premises; and (d) are compatible with the architecture of the Building and the landscaped area adjacent thereto.

## ARTICLE XVIII

### REPORTS BY TENANT

**Section 18.1 Annual Statements.** Upon request by Landlord at any time after 135 days after the end of the applicable fiscal year of Tenant, Tenant shall deliver to Landlord (within 15 days after receipt of written request) a copy of its audited financial statement, including the certification of its auditor, and similar financial statement of any guarantor of Tenant's obligations under this Lease.

## ARTICLE XIX

### CHANGES AND ALTERATIONS

**Section 19.1 Tenant's Changes and Alterations.** Tenant shall have the right, at Tenant's sole cost and expense, to place, erect, install and operate on the Demised Premises improvements, equipment and fixtures, the design, location and construction of which shall be in compliance with all applicable federal, state and local laws and regulations; provided, however, that Tenant shall not, without the prior written consent and approval of plans therefore by Landlord, make any alterations, improvements or additions to the Demised Premises that are (a) structural or (b) affect any Building systems. Unless and until Tenant exercises its rights with respect to the Purchase Option, any alterations, improvements or additions made by either of the parties upon the Demised Premises, except moveable furniture and equipment placed in the Demised Premises at the expense of Tenant, shall be and become the property of Landlord and shall remain upon and be surrendered with the Demised Premises as a part thereof at the

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termination of this Lease, without disturbance, molestation, injury or damage, unless Landlord elects to require Tenant to remove any or all such alterations or improvements from the Demised Premises, in which event Tenant, at Tenant's sole cost and expense, shall not later than the termination of the Lease remove all such designated alterations or improvements in a good, workmanlike manner, repairing and restoring the Demised Premises to the condition existing therein prior to the construction of such alterations or improvements free and clear of all liens and encumbrances. In the event damage to the Demised Premises or the Building shall be caused by moving said furniture and equipment in or out of the Demised Premises, said damage shall be promptly repaired at the cost of Tenant.

## ARTICLE XX

### OPTION TO RENEW

**Section 20.1 Option To Renew.** Tenant shall have the right, subject to the provisions hereinafter provided, to renew the term of this Lease beyond the Initial Term of this Lease for one (1) successive period of five (5) years, on the following terms and conditions:

- (a) This Lease shall be in full force and effect and Tenant shall not be in default under this Lease beyond applicable notice and grace periods.
- (b) The renewal term shall run from the day following the Expiration Date through the day before the fifth (5th) anniversary of the commencement of the renewal term.
- (c) The renewal term shall be upon the same terms, covenants and conditions as provided in this Lease, with the exception of the annual Basic Rent rate for the renewal term. Upon determination of the Basic Rent rate for the renewal term, the parties shall execute an amendment to this Lease to establish and evidence such Basic Rent rate.
- (d) Tenant shall exercise its right to the renewal term provided herein, if at all, by written notice to Landlord given not later than the ninth (9th) anniversary of the Commencement Date.

## ARTICLE XXI

### REPRESENTATIONS, WARRANTIES AND COVENANTS

**Section 21.1 Representations, Warranties and Covenants of Landlord.** Landlord represents and warrants to Tenant as follows and, where applicable, covenants to do the following (such representations, warranties and covenants, collectively, "Landlord's Representations and Warranties"):

- (a) **Authority.** Landlord has been formed, is validly existing, and is in good standing as an Illinois not-for-profit corporation. Landlord is qualified to do business in the state in which the Demised Premises is located. Landlord has the full right and authority and has obtained any and all

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consents required to enter into this Lease, including the "Real Estate Sale Contract" and to consummate or cause to be consummated the transactions contemplated hereby. This Lease has been, and each document to be delivered by Landlord at any closing of a sale of the Demised Premises pursuant to the Purchase Option will be, authorized and properly executed and constitutes, or each will constitute, as appropriate, the valid and binding obligation of Landlord, enforceable in accordance with its terms.

- (b) **Title.** Landlord represents and warrants to Tenant that it has good and marketable title in and to the Demised Premises.
- (c) **No Claims.** There are no claims existing against the Demised Premises or against Landlord which may affect the Demised Premises or title thereto and no condemnation proceedings exist or have been threatened against the Demised Premises or any portion thereof.
- (d) **No Violations.** To the best of Landlord's knowledge, the Demised Premises is currently in compliance with all applicable federal, state, and local laws and regulations. Landlord has received no notice: (i) that the Demised Premises or the use thereof violates any federal, state, or local law or regulation or any covenants or restrictions encumbering the Demised Premises, (ii) of any material physical defect in the Demised Premises, or (iii) from any insurance company or underwriter of any defect that would materially adversely affect the insurability of the Demised Premises or cause an increase in insurance premiums. To Landlord's knowledge, Landlord has obtained and shall maintain in effect all permits for the ownership and operation of the Demised Premises.
- (e) **Conflicts and Pending Actions or Proceedings.** There is no agreement to which Landlord is a party or, to Landlord's knowledge, binding on Landlord that is in conflict with this Lease. There is no action or proceeding pending or, to Landlord's knowledge, threatened against Landlord or relating to the Demised Premises, which challenges or impairs Landlord's ability to execute or perform its obligations under this Agreement.
- (f) **Notice of Sale or Encumbrance of Demised Premises.** Landlord shall provide Tenant with prior written notice of the grant of any easements, licenses or other such rights with respect to the Demised Premises, the sale or conveyance of the Demised Premises or mortgage or further finance of its interest therein, the creation of any exceptions or encumbrances to Landlord's title and the further lease of any part of the Demised Premises or the conferring upon any third party any rights to possess, occupy or use any portion of the Demised Premises. Landlord shall not permit any mechanic's or materialmen's liens to be filed against the Demised Premises.

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- (g) **New Contracts.** Landlord shall provide Tenant with prior written notice of any (i) contract that will be an obligation affecting the Demised Premises, or (ii) oral or written amendment or modification of or any supplement to any agreement affecting the Demised Premises.
- (h) **Contractors and Suppliers.** All amounts due as of the closing to any contractors, subcontractors, suppliers, architects, engineers, and others who have performed services or labor or have supplied materials in connection with Landlord's acquisition, development, ownership, or management of the Demised Premises shall have been paid in full and all liens arising therefrom (or claims which with the passage of time or the giving of notice, or both, could mature into liens) have been satisfied and released.
- (i) **Leases.** Other than this Lease, there are no leases affecting the Demised Premises and no leasing or other fees or commissions are due other than as specified herein, nor shall any become due, and no understanding or agreement with any party exists as to payment of any leasing commissions or fees regarding future leases or as to the procuring of tenants with respect to the Demised Premises.
- (j) **Operation.** Landlord shall continue to own and operate the Demised Premises in a manner consistent with the manner in which Landlord has owned and operated the Demised Premises prior to the date hereof.
- (k) **Performance under Contracts.** Landlord shall perform its material obligations under any management, service, supply, equipment rent or other contract that may affect the Demised Premises or the ownership or operation thereof. Landlord is not in default under any such agreement.
- (l) **Environmental.** Landlord has no knowledge of any violation of Hazardous Materials Laws related to the Demised Premises or the presence or release of Hazardous Materials on or from the Demised Premises. Landlord has not manufactured, introduced, released or discharged from or onto the Demised Premises any Hazardous Materials or any toxic wastes, substances or materials (including, without limitation, asbestos), and Landlord has not used the Demised Premises or any part thereof for the generation, treatment, storage, handling or disposal of any Hazardous Materials, in violation of any Hazardous Materials Laws.
- (m) **Utilities.** All water, sewer, gas, electric, telephone, and drainage facilities, and other utilities required by law for the normal and proper operation of the Demised Premises are installed to the property line and are connected with valid permits, and are adequate to serve the Demised Premises for its current use and to permit full compliance with all requirements of law. All permits and connection fees are fully paid and no action is necessary on the part of Tenant to transfer such permits to it. All utilities serving the

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Demised Premises enter it through currently effective public or private easements. To Landlord's knowledge, no fact or condition exists which would result in the termination of such utilities services to the Demised Premises.

- (n) **Independent Unit.** The Demised Premises is an independent unit which does not now rely on any facilities (other than facilities of municipalities or public utilities) located on any property that is not part of the Demised Premises to fulfill any municipal or other governmental requirement, or for the furnishing to the Demised Premises of any essential building systems or utilities (including drainage facilities, catch basins, and retention ponds). To Landlord's knowledge, no other building or other property that is not part of the Demised Premises relies upon any part of the Demised Premises to fulfill any municipal or other governmental requirement, or to provide any essential building systems or utilities.
- (o) **Withholding Obligation.** Landlord's sale of the Demised Premises is not subject to any federal, state or local withholding obligation of Tenant under the tax laws applicable to Landlord or the Demised Premises.

**Section 21.2 Representations, Warranties and Covenants of Tenant.** Tenant represents and warrants to Landlord as follows and, where applicable, covenants to do the following:

- (a) **Binding Agreement; No Conflict.** The execution and delivery of this Agreement by Tenant and all other documents to be executed by the Tenant in connection herewith, and performance by the Tenant of the duties, covenants and obligations to be performed by Tenant under this Agreement and under other related documents and instruments, constitute legal, valid and binding obligations of Tenant enforceable against it in accordance with the terms. Neither the execution and delivery of this Agreement nor any other documents or instruments to be executed by Tenant in connection herewith, or the performance by Tenant of the duties, covenants and obligations to be performed by it hereunder and thereunder, will violate, conflict with, or result in, a default under Tenant's Articles of Incorporation or By-laws or under any other agreement or instrument to which Tenant is a party or by which it is bound.
- (b) **Tenant's Independent Evaluation.** Tenant has made its independent evaluation of the Demised Premises and the suitability of the Demised Premises for its purposes and that Tenant is not relying on statement or representation of Landlord, excepting Landlord's Representations and Warranties.
- (c) **Authority.** Tenant has been formed, is validly existing, and is in good standing as an Illinois not-for-profit corporation. Tenant is qualified to do business in the state in which the Demised Premises are located. Tenant



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has the full right and authority and has obtained any and all consents required to enter into this Lease, including the Purchase Option, and to consummate or cause to be consummated the transactions contemplated hereby and thereby. This Lease has been, and each document to be delivered by Tenant at any closing of a sale of the Demised Premises pursuant to the Purchase Option will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Tenant, enforceable in accordance with its terms.

**Section 21.3** All representations and warranties shall survive the termination or expiration of this Lease and the closing of any purchase and sale transaction between Landlord and Tenant pursuant to the Purchase Option.

## ARTICLE XXII

### MISCELLANEOUS PROVISIONS

**Section 22.1 Entry by Landlord.** Tenant agrees to permit Landlord and authorized representatives of Landlord to enter upon the Demised Premises at all reasonable times during ordinary business hours for the purpose of inspecting the same and making any necessary repairs to comply with any laws, ordinances, rules, regulations or requirements of any public body, or the Board of Fire Underwriters, or any similar body. Nothing herein contained shall imply any duty upon the part of Landlord to do any such work which, under any, provision of this Lease, Tenant may be required to perform and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Landlord may, during the progress of any work, keep and store upon the Demised Premises all necessary materials, tools and equipment. Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Tenant by reason of making repairs or the performance of any work in or about the Demised Premises, or on account of bringing material, supplies and equipment into, upon or through the Demised Premises during the course thereof, and the obligations of Tenant under this Lease shall not be thereby affected in any manner whatsoever.

**Section 22.2 Indemnification by Tenant.** To the fullest extent allowed by law, Tenant shall indemnify, defend (by counsel reasonably satisfactory to Landlord) and hold Landlord and Landlord's shareholders, employees and managing agent harmless against and from any and all claims, costs, liabilities, actions and damages (including, without limitation, attorneys' fees and costs) which may be incurred by or asserted against Landlord by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from any loss, theft, accident, injury, death or damage, howsoever and by whomsoever caused, to any person or property, occurring on or about the Demised Premises, directly or indirectly occasioned by or resulting from this Lease, Tenant's possession, use and occupancy of the Demised Premises, the conduct of Tenant's business, acts or omissions of Tenant and its employees, agents, and invitees, or any default of Tenant under this Lease. Tenant's obligations under this Section 22.2 shall be insured by contractual liability endorsement on Tenant's policies of insurance required under the provisions of Section 6.2 hereof.

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**Section 22.3 Indemnification by Landlord.** To the fullest extent allowed by law, Landlord shall indemnify, defend (by counsel reasonably satisfactory to Tenant) and hold Tenant and Tenant's members, directors and employees harmless against and from any and all claims, costs, liabilities, actions and damages (including, without limitation, attorneys' fees and costs) which may be incurred by or asserted against Tenant by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from any loss, theft, accident, injury, death or damage, howsoever and by whomsoever caused, to any person or property, occurring on or about the Demised Premises, prior to the Commencement Date and Tenant's possession, use and occupancy of the Demised Premises, or arising in connection with or resulting from acts or omissions of Landlord or its employees, agents, guests and invitees, including, without limitation, any entry of such parties upon the Demised Premises, or any default of Landlord under this Lease.

**Section 22.4 Notices.** All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by United States registered or certified mail, postage prepaid or by an independent overnight courier service, addressed as follows:

To Landlord: Greater Southwest Development Corporation  
2601 West 63rd Street  
Chicago, Illinois 60629  
Attn: Harry Meyer

With a copy to: Winston & Strawn LLP  
35 W. Wacker Drive  
Chicago, Illinois 60601  
Attn: M. Christine Graff, Esq.

To Tenant: Inner-City Muslim Action Network  
2744 West 63rd Street  
Chicago, Illinois 60629  
Attn: Executive Director

With a copy to: Katten Muchin Rosenman LLP  
525 West Monroe Street  
Chicago, Illinois 60661-3693  
Attn: David J. Kelly, Esq.

or at such other place as Landlord may from time to time designate by written notice to Tenant. Notices, demands and requests which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed or delivered to a courier.

**Section 22.5 Quiet Enjoyment.** Landlord covenants and agrees that Tenant, upon paying the Basic Rent and Additional Rent, and upon observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall

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lawfully and quietly hold, occupy and enjoy the Demised Premises (subject to the provisions of this Lease) during the term of this Lease without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

**Section 22.6 Landlord's Continuing Obligations.** The term "Landlord," as used in this Lease so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the fee of the Demised Premises, and in the event of any transfer or transfers or conveyance the then grantor shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed, provided that any funds in the hands of such landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be turned over to the grantee, and any amount then due and payable to Tenant by Landlord or the then grantor under any provision of this Lease shall be paid to Tenant. The covenants and obligations contained in this Lease on the part of Landlord shall, subject to the aforesaid, be binding on Landlord's successors and assigns, during and in respect of their respective successive periods of ownership. Nothing herein contained shall be construed as relieving Landlord of its obligations under Article II of this Lease, or releasing Landlord from any obligation to complete the cure of any breach by Landlord during the period of its ownership of the Demised Premises.

**Section 22.7 Estoppel.** Landlord and Tenant shall each without charge at any time and from time to time, within ten days after written request by the other party, certify by written instrument, duly executed, acknowledged and delivered to any mortgagee, assignee of a mortgagee, proposed mortgagee, or to any purchaser or proposed purchaser, or to any other person dealing with Landlord, Tenant or the Demised Premises:

- (a) That this Lease (and all guaranties, if any) is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect, as modified, and stating the modifications);
- (b) The dates to which the Basic Rent or Additional Rent have been paid in advance;
- (c) Whether or not there are then existing any breaches or defaults by such party or the other party known by such party under any of the covenants, conditions, provisions, terms or agreements of this Lease, and specifying such breach or default, if any, or any setoffs or defenses against the enforcement of any covenant, condition, provision, term or agreement of this Lease (or of any guaranties) upon the part of Landlord or Tenant (or any guarantor), as the case may be, to be performed or complied with (and, if so, specifying the same and the steps being taken to remedy the same); and
- (d) Such other statements or certificates as Landlord or any mortgagee may reasonably request.

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It is the intention of the parties hereto that any statement delivered pursuant to this Section 22.6 may be relied upon by any of such parties dealing with Landlord, Tenant or the Demised Premises. If Tenant does not deliver such statement to Landlord within such 10 day period, Landlord, and any prospective purchaser or encumbrancer of the Demised Premises or the Building, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been cancelled or terminated and is in full force and effect, except as otherwise represented by Landlord; that the current amounts of the Basic Rent and Security Deposit are as represented by Landlord; that any changes made against the Security Deposit are uncontested and valid; that there have been no subleases or assignments of the Lease; (iii) that not more than one semi-annual payment of Basic Rent or other charges have been paid in advance; and (iv) that Landlord is not in default under the Lease. In such event, Tenant shall be estopped from denying the truth of such facts.

**Section 22.8 Memorandum of Lease.** Upon not less than ten days' prior written request by either party, the parties hereto agree to execute and deliver to each other a Memorandum of Lease, in recordable form, setting forth the following:

- (a) The date of this Lease;
- (b) The parties to this Lease;
- (c) The term of this Lease;
- (d) The legal description of the Demised Premises; and
- (e) Such other matters reasonably requested by Landlord to be stated therein.

**Section 22.9 Severability.** If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law. This Lease shall be construed and be enforceable in accordance with the laws of the state in which the Demised Premises are located.

**Section 22.10 Successors and Assigns.** The covenants and agreements herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant and its permitted successors and assigns.

**Section 22.11 Captions.** The caption of each article of this Lease is for convenience and reference only, and in no way defines, limits or describes the scope or intent of such article or of this Lease.

**Section 22.12 Relationship of Parties.** This Lease does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant.

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**Section 22.13 Entire Agreement.** All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease together with the Exhibits contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

**Section 22.14 No Merger.** There shall be no merger of this Lease or the leasehold estate created by this Lease with any other estate or interest in the Demised Premises by reason of the fact that the same person, firm, corporation or other entity may acquire, hold or own directly or indirectly, (a) this Lease or the leasehold interest created by this Lease or any interest therein, and (b) any such other estate or interest in the Demised Premises, or any portion thereof. No such merger shall occur unless and until all persons, firms, corporations or other entities having an interest (including a security interest) in (1) this Lease or the leasehold estate created thereby, and (2) any such other estate or interest in the Demised Premises, or any portion thereof, shall join in a written instrument expressly effecting such merger and shall duly record the same.

**Section 22.15 Possession and Use.** Tenant acknowledges that the Demised Premises are the property of Landlord and that Tenant has only the right to possession and use thereof upon the covenants, conditions, provisions, terms and agreements set forth in this Lease.

**Section 22.16 No Surrender During Lease Term.** No surrender to Landlord of this Lease or of the Demised Premises, or any portion thereof, or any interest therein, prior to the expiration of the term of this Lease shall be valid or effective unless agreed to and accepted in writing by Landlord and consented to in writing by all contract vendors and mortgagees, and no act or omission by Landlord or any representative or agent of Landlord, other than such a written acceptance by Landlord consented to by all contract vendors and the mortgagees, as aforesaid, shall constitute an acceptance of any such surrender.

**Section 22.17 Surrender of Demised Premises.** At the expiration of the term of this Lease, Tenant shall surrender the Demised Premises in the same condition as the same were in upon delivery of possession thereto at the Commencement Date of the term of this Lease, reasonable wear and tear excepted, and shall surrender all keys to the Demised Premises to Landlord at the place then fixed for the payment of Basic Rent and shall inform Landlord of all combinations on locks, safes and vaults, if any. Tenant shall at such time remove all of its property therefrom and all alterations and improvements placed thereon by Tenant if so requested by Landlord. Tenant shall repair any damage to the Demised Premises caused by such removal, and any and all such property not so removed shall, at Landlord's option, become the exclusive property of Landlord or be disposed of by Landlord, at Tenant's cost and expense, without further notice to or demand upon Tenant. If the Demised Premises be not surrendered as above set forth, Tenant shall indemnify, defend and hold Landlord harmless against loss or liability resulting from the delay by Tenant in so surrendering the Demised Premises, including, without limitation any claim made by any succeeding occupant founded on such delay. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

All property of Tenant not removed within 30 days after the last day of the term of this Lease shall be deemed abandoned. Tenant hereby appoints Landlord its agent to remove all property of Tenant from the Demised Premises upon termination of this Lease and to cause its

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transportation and storage for Tenant's benefit, all at the sole cost and risk of Tenant and Landlord shall not be liable for damage, theft, misappropriation or loss thereof and Landlord shall not be liable in any manner in respect thereto. Tenant shall pay all costs and expenses of such removal transportation and storage. Tenant shall reimburse Landlord upon demand for any expenses incurred by Landlord with respect to removal or storage of abandoned property and with respect to restoring said Demised Premises to good order, condition and repair.

**Section 22.18 Holding Over.** In the event Tenant remains in possession of the Demised Premises after expiration of this Lease, and without the execution of a new lease, it shall be deemed to be occupying the Demised Premises as a tenant from month to month, subject to all the provisions, conditions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy, except that the Basic Rent shall be escalated to 150% of the then current Basic Rent for the Demised Premises.

**Section 22.19 Survival.** All obligations (together with interest or money obligations at the Maximum Rate of Interest) accruing prior to expiration of the term of this Lease shall survive the expiration or other termination of this Lease.

**Section 22.20 Attorney's Fees.** In the event of any litigation or judicial action in connection with this Lease or the enforcement thereof, the prevailing party in any such litigation or judicial action shall be entitled to recover all costs and expenses of any such judicial action or litigation (including, but not limited to, reasonable attorneys' fees and paralegals' fees) from the other party.

**Section 22.21 Broker.** Tenant represents that no broker has negotiated or participated in negotiations of this Lease or is entitled to any commission in connection therewith. Tenant shall indemnify and hold Landlord harmless from and against any and all commissions, fees and expenses and all claims therefor by any broker, salesman or other party in connection with or arising out of Tenant's action in entering into this Lease.

**Section 22.22 Governing Law.** This Lease shall be governed by the laws of the State of Illinois. All covenants, conditions and agreements of Tenant arising hereunder shall be performable in the county wherein the Demised Premises are located. Any suit arising from or relating to this Lease shall be brought in the county wherein the Demised Premises are located, and the parties hereto waive the right to be sued elsewhere.

**Section 22.23 Time is of the Essence.** Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

## ARTICLE XXIII

### PURCHASE OPTION

#### **Section 23.1 Personal Nature of Purchase Option; No Defaults.**

- (a) Notwithstanding anything contained in this Article XXIII to the contrary, the Tenant's rights to purchase the Demised Premises pursuant to Section 23.2 below shall be personal to Tenant and shall not be exercised by or for

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the benefit of any other person or entity. Upon the assignment of this Lease or subletting of the Demised Premises, the provisions of this Article XXIII shall automatically be null and void.

- (b) Notwithstanding anything contained in this Article XXIII to the contrary, in no event shall Tenant be entitled to exercise any purchase option hereunder while Tenant is in default under this Lease beyond any applicable notice and grace periods.

**Section 23.2 Purchase Option.** Tenant shall have the option, exercisable upon 90 days prior written notice to Landlord, to purchase the Demised Premises ("**Purchase Option**") for an aggregate sum equal to EIGHT HUNDRED FORTY THOUSAND EIGHT HUNDRED TWO DOLLARS AND SIXTY-FOUR CENTS (\$840,802.64) (the "**Fixed Price**") as reduced by such amounts set forth in the "Real Estate Sale Contract" attached hereto as Exhibit C, which contract shall govern Landlord's and Tenant's rights and obligations as seller and purchaser, respectively, in connection with any such purchase/sale transaction.

[signature page follows]

60526498

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IN WITNESS WHEREOF, each of the parties hereto has caused this Real Estate Sale Contract to be duly executed as of the date first above written.

**LANDLORD:**

By: [Signature]  
Name: Henry M. O'Keefe  
Title: Director of Development & Prop. Mgt.  
Date: 3/15/07

**TENANT:**

By: [Signature]  
Name: Rami Nashashibi  
Title: Executive Director  
Date: 3/17/07

Property of Cook County Clerk's Office

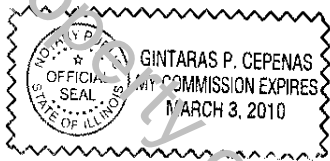


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STATE OF ILLINOIS )  
COUNTY OF COOK )ss

On this 17 day of March, 2007 before me, a Notary Public in and for the State of ILLINOIS, personally appeared Henry Meyer - R. NASHASUBAI, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it to be the free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



NOTARY PUBLIC in and for the State of ILLINOIS

residing at 6436 S PULASKI RD CHICAGO IL 60629  
My appointment expires 3/3/10  
Print Name GINTARAS P. CEPENAS

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## Exhibit A

**The land referred to in this lease is described as follows:**

Lot 16 (except the West 4 feet) the West 4 feet of Lot 16 and all of Lots 17, 18, 19, 20 and 21 in Block 14 in Cobe and McKinnon's 63<sup>rd</sup> Street and California Avenue Subdivision, being a subdivision of the West ½ of the Southeast ¼ of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Numbers: **19-13-424-035-0000, 19-13-424-036-0000, 19-13-424-037-0000, 19-13-424-038-0000, 19-13-424-041-0000 and 19-13-424-042-0000**

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## EXHIBIT B

### IMAN Lease-to-own payment schedule

		initial amt:	\$840,802.64
Payment	date		amount
1	12/31/2006		90,000.00
2	7/31/2007		41,237.37
3	12/31/2007		41,237.37
4	7/31/2008		41,237.37
5	12/31/2008		41,237.37
6	7/31/2009		41,237.37
7	12/31/2009		41,237.37
8	7/31/2010		41,237.37
9	12/31/2010		41,237.37
10	7/31/2011		41,237.37
11	12/31/2011		41,237.37
12	7/31/2012		41,237.37
13	12/31/2012		41,237.37
14	7/31/2013		41,237.37
15	12/31/2013		41,237.37
16	7/31/2014		41,237.37
17	12/31/2014		41,237.37
18	7/31/2015		41,237.37
19	12/31/2015		41,237.37
20	7/31/2016		41,237.37
21	12/31/2016		356,077.37

Property of Cook County Clerk's Office

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## EXHIBIT C

### REAL ESTATE SALE CONTRACT (2734-44 West 63rd Street, Chicago, Cook County, Illinois)

This Real Estate Sale Contract (“**Agreement**”) forms a part of that certain Net Lease Agreement (the “**Lease**”), dated December \_\_, 2006, by and between Greater Southwest Development Corporation, an Illinois not-for-profit corporation, and Inner-City Muslim Action Network, an Illinois not-for-profit corporation, and sets forth the terms and conditions of the purchase and sale of the Demised Premises pursuant to Tenant’s Purchase Option as set forth in the Lease. Each capitalized term used but not defined in this Agreement shall have the meaning ascribed to such term in the Lease.

#### 1. Agreement to Sell Property “As Is.”

Upon Tenant’s timely exercise of its Purchase Option, Landlord agrees to sell and Tenant agrees to buy all right, title and interest in and to the Demised Premises. The Demised Premises is sold “As Is” without any warranty of any kind of nature provided by Landlord. Tenant has made its independent evaluation of the Demised Premises and the suitability of the Demised Premises for its purposes. Tenant is not relying on any statement or representation of Landlord excepting only those statements or warranties set forth in this Agreement regarding the purchase of the Demised Premises.

#### 2. Purchase Price.

2.1 Earnest Money. Within ten (10) business days following Tenant’s exercise of its Purchase Option, Tenant shall deposit with a title company as mutually determined by Tenant and Landlord (“**Escrow Agent**”) the lesser of (a) Fifty Thousand Dollars (\$50,000.00) or (b) the sum of the Fixed Price, less the Security Deposit, less any Basic Rent paid by Tenant prior to the date thereof, by cashier’s check or wire transfer payable to Escrow Agent as earnest money (together with any amount earned thereon, the “**Earnest Money Deposit**”). Tenant, and upon Tenant’s request, Landlord, shall deliver to Escrow Agent any instructions, authorizations or documents needed by Escrow Agent to permit the immediate investment of this amount, at which time Escrow Agent immediately shall invest this amount in a federally insured time deposit or money market account which permits withdrawal within one (1) business day at any time upon demand of Escrow Agent. At the closing of the sale of the Demised Premises pursuant hereto (“**Closing**”), the Earnest Money Deposit shall be for the benefit of Tenant and applied dollar-for-dollar to the Fixed Price. If Closing does not occur, the Earnest Money Deposit shall be paid to Tenant in accordance herewith.

2.2 Cash At Closing. At Closing, Tenant shall deposit with Escrow Agent by cashier’s check or wire transfer of immediately available funds the sum of: (i) the Fixed Price, less (ii) the Earnest Money Deposit, less (iii) the Security Deposit, less (iv) any Basic Rent paid by Tenant prior to the date thereof, plus or minus (v) applicable prorations for closing costs and other items, as set forth herein (collectively, the “**Cash at Closing**”).

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## 2.3 Offsets.

(a) **Prepaid Rent.** Tenant shall be entitled to an offset against the Fixed Price in the amount of all Basic Rent that Tenant has paid to Landlord pursuant to the Lease from the Commencement Date to the Closing Date (as defined in Section 3.1).

(b) **Security Deposit.** Tenant shall be entitled to an offset against the Fixed Price in the amount of the Security Deposit.

2.4 **Prorations.** The following matters and items shall be apportioned between Landlord and Tenant as provided below, as of 12:01 a.m. Central Standard Time on the Closing Date (as hereinafter defined) (the "**Adjustment Time**"):

(a) **Taxes.** All taxes including, without limitation, real property taxes and rental taxes and assessments on the Demised Premises ("**Taxes**") payable for the period prior to the Commencement Date, including interest, penalties, and delinquency charges, shall be charged to Landlord. All Taxes payable on and after the Commencement Date, including interest, penalties, and delinquency charges, shall be charged to Tenant.

(b) **Contracts.** Landlord or Tenant, as the case may be, shall receive a credit for regular charges under any contracts to be assumed by Tenant pursuant to this Agreement paid and applicable to Tenant's period of ownership or payable and applicable to Landlord's period of ownership, respectively.

(c) **Sales, Transfer, and Documentary Taxes.** Landlord shall pay all sales, gross receipts, compensating, stamp, excise, documentary, transfer, deed or similar taxes and fees imposed in connection with this transaction under applicable state or local law.

(d) **Recording Fees.** Tenant shall pay the cost to record the deed.

(e) **Sales Commissions.** Landlord shall pay any and all broker fees and commissions with respect to the Lease or the Closing.

(f) **Title Premiums.** Tenant may obtain title insurance at Tenant's option and shall bear all expense in connection with any title premiums and other costs related to title insurance coverage.

(g) **Other Closing Costs.** At Closing, Landlord and Tenant shall each pay one-half (1/2) of the escrow charges. Any other closing costs not otherwise addressed in this Agreement shall be paid by Tenant and Landlord according to the usual and customary practice in Cook County, Illinois.

Prorations shall be subject to adjustment in cash after the Closing, when more complete and accurate information becomes available. Landlord and Tenant agree to cooperate and use their best efforts to make these adjustments at Closing, if possible, and in no event, not later than thirty (30) days after the Closing. These obligations shall survive the Closing.

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### 3. Closing.

3.1 **Closing Date.** The Closing shall occur on the date that is ninety (90) days after the date upon which Tenant exercises its Purchase Option in accordance with the Lease (or if such date is not a business day, then the first business day thereafter) or such other date as the parties may mutually agree (the "**Closing Date**").

3.2 **Action at the Closing by Landlord.** At or before the Closing, Landlord shall deliver to Tenant or cause to be delivered to Escrow Agent for the benefit of Tenant:

- (a) A Special Warranty Deed (the "**Deed**") conveying and transferring to Tenant all of Landlord's right, title and interest in and to the Demised Premises;
- (b) A Bill of Sale conveying any personal property agreed upon by Landlord and Tenant;
- (c) An Assignment of Contracts, if applicable;
- (d) A certificate in favor of Tenant stating that all Landlord's Representations and Warranties are true and correct as of the Closing Date;
- (e) An "Affidavit of Value," at Tenant's option;
- (f) Such disclosures and reports as are required by applicable state and local law in connection with the conveyance of real property;
- (g) A Foreign Investment in Real Property Tax Act affidavit executed by Landlord, and, if Landlord fails to provide the necessary affidavit and/or documentation of exemption at Closing, Purchaser may proceed with withholding provisions as provided by law;
- (h) If the Demised Premises is subject to a declaration of covenants, conditions and restrictions or similar instrument ("**CCRs**") governing or affecting the use, operation, maintenance, management or improvement of the Demised Premises, (i) estoppel certificates, in form and substance reasonably satisfactory to Tenant, from the declarant, association, committee, agent and/or other person or entity having governing or approval rights under the CCRs, and (ii) to the extent applicable, a recordable assignment, in form and substance reasonably satisfactory to Tenant assigning any and all developer, declarant or other related rights or interests of Landlord (or any affiliate of Landlord) in or under the CCRs;
- (i) Evidence of the existence, organization and authority of Landlord and of the authority of the persons executing documents on behalf of Landlord reasonably satisfactory to Escrow Agent; and
- (j) Any other documentation reasonably required by the title company to issue to the title policy or such other funds, instruments or documentation reasonably

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required by Tenant or Escrow Agent to consummate the transactions contemplated hereby.

3.3 **Action at the Closing by Tenant.** At or before the Closing, Tenant shall deliver or cause to be delivered to Escrow Agent for the benefit of Landlord:

- (a) The Cash at Closing;
- (b) An "Affidavit of Value" as required by the laws of Illinois;
- (c) Such disclosures and reports as are required by applicable state and local law in connection with the conveyance of real property; and
- (d) Any other documentation reasonably required by the title company to issue to the title policy or such other funds, instruments or documentation reasonably required by Landlord or Escrow Agent to consummate the transactions contemplated hereby.

3.4 **Possession.** Possession of the Demised Premises shall be delivered to Tenant as of the Adjustment Time on the date of the Closing.

3.5 **Termination of Lease.** Upon the recording of the deed to the Demised Premises in favor of Tenant, the Lease shall terminate without further action by Landlord or Tenant.

4. **Closing Conditions.** The Tenant's obligation to consummate the transactions contemplated hereby are subject to and contingent upon the fulfillment prior to or at Closing of each of the following conditions, any of which may be waived in writing by Tenant (collectively, the "Closing Conditions"):

4.1 all of Tenant's representations and warranties shall be true and correct as of the Closing Date as if such representations and warranties were made on and as of that time;

4.2 no exceptions or encumbrances to the title of the Demised Premises shall exist as of the Closing Date;

4.3 there shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, pending or threatened against either party that would materially and adversely affect the operation or value of the Demised Premises or either party's ability to perform its obligations under this Agreement; and

4.4 there shall exist no pending or threatened action, suit or proceeding with respect to the Landlord before or by any court or administrative agency which seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to, this Agreement or the consummation of the transactions contemplated hereby.

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## 5. Remedies Upon Default.

5.1 **Cancellation By Landlord.** If Tenant shall breach or fail to perform any of its covenants or obligations to be performed by Tenant hereunder prior to Closing (each, a “**Tenant Default**”), and no Landlord Default (as hereinafter defined) then exists, then Landlord may, as its sole and exclusive remedy, terminate this Agreement upon fifteen (15) days prior written notice to Tenant and the Escrow Agent. Unless Tenant cures each such Tenant Default within such fifteen (15) day period, Escrow Agent shall, and it is hereby authorized to, cancel the escrow without any further consent or approval of Tenant and pay to Tenant the Earnest Money Deposit.

5.2 **Cancellation By Tenant.** If Landlord shall breach or fail to perform any of its covenants or obligations to be performed by Landlord hereunder prior to Closing (each, a “**Landlord Default**”), and no Tenant Default then exists, then Tenant may pursue any remedy available under the Lease, this Agreement or under law (including, without limitation, specific performance of this Agreement), or may terminate this Agreement upon fifteen (15) days prior written notice to Landlord and the Escrow Agent. Unless Landlord cures each such Landlord Default within such fifteen (15) day period, Tenant may direct the Escrow Agent to, and the Escrow Agent is hereby authorized to, cancel the escrow without any further consent or approval of Landlord and pay to Tenant the Earnest Money Deposit.

5.3 **Effect of Termination.** Upon the termination of this Agreement or other failure to consummate the transactions contemplated hereby, the Lease shall continue in full force and effect, subject to any breach or Event of Default that may exist in connection with such failure to close.

6. **Notices.** All notices to be given to Landlord and Tenant and their respective attorneys shall be given to the addresses and otherwise in accordance with Section 22.4 of the Lease.

7. **Parties in Interest.** Nothing in this Agreement (whether express or implied) is intended to confer upon any person other than the parties hereto and their respective heirs, representatives, successors and permitted assigns, any rights or remedies under or by reason of this Agreement, nor is anything in this Agreement intended to relieve or discharge the liability of any party hereto nor shall any provision hereof give any person any right of subrogation against or action over or against any party.

[signature page follows]