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Doc#: 0919529047 Fee: \$124.25
Eugene "Gene" Moore BHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/14/2009 03:15 PM Pg: 1 of 18

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RECORDING COVER PAGE

- Deed
- Mortgage
- Assignment of Mortgage
- Power of Attorney
- Other (Lease)

Mail to:

Robert A. McNees & Associates
195 Hiawatha Drive
Carol Stream, Illinois 60188

Handwritten signature

S yes
P 18
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m yes
h

15+
NEW STREET
134.25

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LEASE

THIS LEASE AGREEMENT ("Lease") made and entered into this 23rd day of APRIL, 2007, by and between Park Place on North Avenue, LLC., or its Assignee, hereinafter called "LANDLORD", and ZACHARY SOIYA, D.D.S., hereinafter called TENANT.

WITNESSETH:

1. PREMISES

The LANDLORD, for and in consideration of the rent herein reserved to be paid by the TENANT and in consideration of the covenants and agreements herein contained to be kept and performed by the TENANT, does hereby lease to TENANT and TENANT hereby accepts from LANDLORD the premises outlined in red on Exhibit A hereby attached and so made a part hereof, in the development known as Park Place On North Avenue defined as Suite 1 West located at 7702 East 3rd North Ave, East 3rd Elmwood Park, IL 60707.

Said premises are located in a certain Development as legally described on Exhibit B hereby attached.

2. TERM

To have and to hold the said described leased premises unto TENANT for a term of (5) five years commencing on April 1, 2007 or such other date as may be provided for herein subject to the following conditions:

Landlord shall tender possession of the Premises to TENANT upon execution of this Lease. The rentals herein reserved shall commence to accrue on a date which shall be sixty (60) days after the date upon which the TENANT opens for business with the public or no later than 150 days after execution of this Lease. If such date shall occur on a day other than the first day of a calendar month, TENANT shall pay on such date an amount equal to one-thirtieth of one month's minimum rent for each day from and including the date when the rental shall commence to accrue to and including the last day of said calendar month. The first of the next succeeding month shall then be the commencement date of the lease term. In the event of a dispute, the certificate of an architect designated by LANDLORD that the leased premises are completed in accordance with said Exhibit shall be conclusive. This lease is subject to the issuance of building permits, if applicable, and LANDLORD shall have the right to cancel this lease, should said permits not be obtained. Landlord hereby warrants and represents that TENANT'S opening for business shall not be delayed or conditioned on the completion of (or acquisition of a certificate of occupancy for) the residential portion of the Development.

3. OPTION

TENANT is hereby granted the option to extend this lease, subject to the rental increase as herein provided in Section 5 for (3) three periods of (5) five years each, subject to written notice by registered or certified mail received by LANDLORD no later than one hundred twenty (120) days prior to termination of the fixed term or previous option period, whichever shall then be in effect.

4. LEASE YEAR

Each period of twelve consecutive calendar months commencing on the First day of January and ending on the following 31st day of December during the term, shall be known as a lease year for the purpose of TENANTS year end. If the rental shall commence to accrue or terminate under the terms hereof, on a date other than the lease year, then the first lease year or the last lease year, as the case may be, or both, shall be treated on a proportionate basis for the purpose of calculating additional rent as hereinafter defined.

5. RENT

Rent is due the first of each month, all checks are to be made payable to Galewood Development and are to be sent to the office of Galewood Development, P.O. Box 5680, River Forest, Illinois 60305 or at such other place as LANDLORD may, from time to time, designate in writing.

Fixed rental for first 5 years	\$ 22,100 Per Year	\$ 1,841.67 Per Month
1 st Option 5 year rental	\$ 23,900 Per Year	\$ 1,991.67 Per Month
2 nd Option 5 year rental	\$ 25,700 Per Year	\$ 2,141.67 Per Month
3 rd Option 5 year rental	\$ 27,500 Per Year	\$ 2,291.67 Per Month

NOTE: Rentals are due on the first day of every month. The failure of TENANT to pay within five (5) days of when due will result in a late charge of \$100.00.

6. SECURITY DEPOSIT

In addition to the Fixed Rent, TENANT shall deposit with LANDLORD the sum of \$ 1733.33 as security for the faithful performance of this Lease and any renewal hereof.

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TENANT waives and disclaims any present or future right to have applied in payment or part payment of rent, or to set off or counterclaim in any action for rent, any note, bond or other obligation of LANDLORD, or any amount of principal or interest owing to TENANT by virtue of any said note, bond or obligation, and TENANT covenants that it will not claim or assert such right, set off or counterclaim. Upon termination of this Lease, any unapplied portion of the security deposit shall be returned to TENANT within thirty (30) days.

7. MAINTENANCE OF COMMON AREAS

The parking and public areas forming a part of said DEVELOPMENT as constituted from time to time, shall be available to all TENANTS, their employees, agents, customers and invitees, subject to the following:

- (a) The right of the LANDLORD to substitute, from time to time, for any parking area, or part thereof, other parking space equal to or greater in area and reasonably accessible to the TENANTS and their employees, agents, customers and invitees;
- (b) The right of the LANDLORD to make such changes in the public areas as will not substantially reduce the total public area but will, in the reasonable judgment of the LANDLORD, be for the best interests of the TENANTS including the right to relocate any public improvements thereof, so long as it doesn't impair TENANT'S business operation.
- (c) The right to improve, remodel or make changes in buildings and other premises including entrances, loading docks and other portions of said DEVELOPMENT, so as to keep the character of the DEVELOPMENT up to standard.

Provided said actions do not affect TENANT'S quiet use and enjoyment of the Premises for its intended purpose, for the good and welfare of all TENANTS in the said DEVELOPMENT, their employees, agents, customers and invitees, LANDLORD expressly reserves the right to determine the manner in which said parking areas, and other areas common to all TENANTS of the said DEVELOPMENT (all of the foregoing being sometimes hereinafter referred to as "public areas") shall be maintained, and to promulgate reasonable rules and regulations relating to the use of all public areas. Said rules and regulations shall be binding upon TENANT upon mailing a copy thereof to TENANT or by posting the same in a conspicuous place in the confines of the said DEVELOPMENT designated for such purpose. For the enforcement of said rules and regulations, LANDLORD shall have available to it all remedies in this lease provided for, at law or in equity.

TENANT agrees to pay upon demand, but not more often than once each calendar month, as additional rent (which additional rent may be estimated by LANDLORD, subject to adjustments in future billings to TENANT) a proportionate share of:

- (1) All costs incurred in the operation and maintenance of all public areas, including, without limiting the generality of the foregoing, the cost of equipment, managing, lighting, cleaning, removing of snow and ice, policing, repairing, and insuring against casualties, injuries and damages which may occur in such public areas;
- (2) All costs of installation and maintenance of the various types of billboards and signs if any;
- (3) All costs of remodeling, renovating and improving said public areas, including the costs, of equipment, if any;
- (4) All other expenditures pertaining to said public areas, all as determined by the LANDLORD, from time to time, but not including depreciation. All of the costs described in 1-4 above shall be referred hereto as "Operating Costs."

TENANT'S share of said costs shall equal the ratio of the total number of square feet of gross floor area in the leased premises to the total number of square feet of gross floor area in all buildings which are leaseable in said DEVELOPMENT during the period of such costs as allocated by the LANDLORD from time to time.

Not less than once per year, Landlord shall supply a written statement to TENANT of the actual Operating Costs and Real Estate Taxes (as described in Paragraph 8 herein) versus the amount collected by Landlord in the prior calendar year. Landlord shall refund any overage to TENANT, or TENANT shall pay any shortfall to Landlord, of the Operating Costs and Taxes within thirty (30) days of issuance of the aforementioned statement.

Landlord agrees to keep books and records reflecting the Operating Costs and Taxes in accordance with generally accepted accounting principles. TENANT or its authorized agent or representative or a public accounting firm selected by it shall have the right to inspect the books of Landlord during business hours for the purpose of verifying information in the statement. If TENANT disputes any item or category shown on any such statement, and such dispute is not resolved by agreement between Landlord and TENANT, the decision of a reputable public accounting firm selected by the parties (the "reviewing firm"), other than the public accounting firm then retained by Landlord to keep its books and records pursuant to this clause, shall be final and conclusively binding upon the parties. The expenses of the reviewing firm shall be paid by Landlord if its statement is varied by more than five percent (5%) by the reviewing firm. Otherwise, TENANT shall pay said expenses.

Notwithstanding anything to the contrary contained herein, Operating Costs shall not include: assessments or special assessments charged by any condominium association; costs due to violation by Landlord of any laws or ordinances; wages, salaries and other compensation paid to any employee above the position of building

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manager; all utility costs that are separately metered or separately allocated to the Premises on a pro rata basis (e.g., gas, electricity, heating and cooling) depreciation, interest and amortization on mortgages, and other debt costs or ground lease payments, if any; legal fees in connection with leasing, TENANT disputes or enforcement of leases for other tenants, if any; real estate brokers' leasing commissions, advertising, marketing and other costs incurred in leasing space to prospective tenants; any costs expressly excluded from elsewhere in this Lease; costs of any items to the extent Landlord receives reimbursement from insurance proceeds or from a third party (such proceeds to be deducted from Operating Costs in the year in which received).

8. REAL ESTATE TAXES

TENANT agrees to pay 1/12 each month as additional rent, the percentage of real estate taxes attributable to the leased premises, based upon a percentage of the total real estate tax bill attributable to that section of the DEVELOPMENT ascertained by dividing the total gross square feet of premises subject to this Lease by the total gross square feet of floor area in all buildings located in the DEVELOPMENT plus its proportionate share of the real estate tax bill attributable to the public area. LANDLORD shall have the right to file a tax division of all leased premises so as to substantiate a more definitive tax allocation for each TENANT. TENANT shall have the right to inspect any real estate tax bill involved in the calculation of the additional rental attributable to real estate taxes.

9. USE

It is understood and agreed that the leased premises shall be used and occupied by TENANT for a dental office which TENANT shall have the exclusive rights within the Development and for no other purpose and said use to be in compliance with all the applicable laws, ordinances and governmental regulations. TENANT shall conduct the business operated in and from the leased premises in a manner that will at all times be in accordance with the highest standards of that type of business and which will not injure or detract from the reputation of said DEVELOPMENT and its other TENANTS. No auction, fire, bankruptcy, liquidation or similar sales shall be conducted in the leased premises without the advance written consent of LANDLORD.

10. SUBORDINATION

TENANT will, upon written demand by LANDLORD, execute such instruments as may be required at any time and from time to time to acknowledge the terms of this lease or subordinate the rights and interest of TENANT under this lease to the lien of any first mortgage at any time placed on the land of which the leased premises is a part; provided that TENANT shall be furnished with an agreement from the first mortgagee to the effect that in the event of a foreclosure, TENANT'S possession shall not be disturbed under this lease, so long as TENANT is not in default hereunder. It is hereby understood and agreed that from this day forward until the termination of this Lease, as provided for herein, the subject Lease shall be subordinate to the lien of any first mortgage placed on the land which said premises are a part.

11. CARE OF PREMISES

TENANT shall not perform any acts or carry on any practices which may injure the building or the leased premises or be a nuisance or menace to other TENANTS in the said DEVELOPMENT and shall keep the premises under its control, including the public area adjacent to the leased premises and delivery areas adjacent to leased premises clean and free from rubbish and dirt at all times, and shall store all trash and garbage within the leased premises or trash areas provided and arrange for the regular removal of such trash and garbage. TENANT shall not burn any trash or garbage in or about the leased premises or anywhere else within the confines of said DEVELOPMENT. TENANT shall not permit any offensive or other odors objectionable to other TENANTS or patrons of said DEVELOPMENT in or about the leased premises, nor keep or display any merchandise on or otherwise obstruct the sidewalks or other public areas adjacent to the leased premises without the consent of LANDLORD, nor overload any floor in the leased premises. TENANT shall at all times keep the leased premises in a clean and sanitary condition in accordance with the laws, directions, rules and regulations of governmental agencies having jurisdiction thereof, at the sole cost and expense of TENANT; and in all respects shall comply with all requirements of law applicable to the leased premises. TENANT shall forthwith at its own cost and expense replace with glass of the same quality, any broken glass in exterior and interior windows and doors in or upon the leased premises, including plate glass. At the expiration of the tenancy hereby created, whether by the lapse of time or otherwise, TENANT shall surrender the leased premises and such equipment as may be furnished by LANDLORD in good condition, reasonable wear and tear and damage by fire expected, and shall surrender all keys for the leased premises to LANDLORD at the place then fixed for the payment of rent and shall inform LANDLORD of all combinations on locks, safes and vaults, if any, in the leased premises.

12. PHYSICAL IMPROVEMENTS

LANDLORD agrees that it shall prepare for TENANT'S occupancy in accordance with the plans and specifications on file at LANDLORD'S office and Exhibit C, the floor plan, which is attached hereto and made a part hereof, and Exhibit D, the specifications and requirements all as LANDLORD'S only obligations for improvements to the premises under the terms of this lease.

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TENANT is hereby required to complete any and all construction or preparation of the premises not required by LANDLORD, at its sole cost and expense for its conduct of business as may be required by TENANT or any governmental authority having jurisdiction over the premises and shall include but not be limited to the following: See attached Exhibit E (TENANT'S Work). Landlord hereby approves of TENANT'S Contractor, ACOA Ltd.

TENANT agrees that it will not do or permit or suffer to be done any act or thing to create any mechanic's lien or claim for lien against the building or any part thereof in which the leased premises are located, and agrees to indemnify the LANDLORD against any and all such liens and all damages, costs, expenses, and attorney's fees in connection therewith, and if any such lien shall attach, TENANT upon request shall promptly give adequate security to the LANDLORD to hold it safe and harmless against any such liens, damages, costs, expenses and attorney's fees in connection therewith.

13. REPAIRS

LANDLORD shall not be required to make any repairs whatsoever which become necessary or desirable by reason of the act or negligence of TENANT, its agents, servants or employees, and in all other respects the leased premises shall at all times be kept in good order, condition and repair by TENANT. If TENANT refuses or neglects to repair promptly and adequately after written demand, LANDLORD may make the repairs without liability to TENANT for any loss or damage that may accrue to TENANT'S stock or business by reason thereof, and if LANDLORD makes such repairs, TENANT will pay to LANDLORD, on demand, as additional rent, the cost thereof with interest at the rate of one and one-half percent (1.5%) per month from the date of commencement of said repairs until paid in full.

14. RULES

TENANT is required to install its identification sign in accordance with LANDLORD'S sign criteria, however, TENANT shall not erect, install, display, inscribe, paint or affix any sign, lettering or advertising medium to, upon or above the exterior of the leased premises or the building in which the leased premises are situated, nor to the interior glass surface of any entrance door or show window nor within any show or display window space, without, in each instance, the prior written approval of LANDLORD. TENANT shall not use any advertising medium that shall be deemed objectionable to LANDLORD or a nuisance to other TENANTS, including, without limiting the generality of the foregoing, loud speakers, phonographs, and radio or television broadcasts, in a manner to be heard outside of the leased premises. TENANT shall not install any exterior lighting or plumbing fixtures, shades or awnings, or any exterior decorations, or paintings, or build any fences; nor install any radio or television antennae, loud speakers, sound amplifiers, or similar devices on the roof or exterior walls of the building unless with the advance written consent of LANDLORD. Landlord shall not unreasonably withhold its consent to TENANT'S signage.

TENANT shall conduct its business in a lawful manner and in good faith and, during the entire term, continuously use the leased premises for the purpose stated in this lease, carrying on therein TENANT'S said business undertaking in a high class and reputable manner.

15. ALTERATIONS-INSTALLATIONS-TRADE FIXTURES

TENANT shall not make any alterations in or additions to the leased premises nor make any contract therefore, without first procuring LANDLORD'S written consent and delivering to LANDLORD the plans, specifications, names and addresses of contractors, copies of proposed contracts and the necessary permits, all in form and substance satisfactory to LANDLORD, and furnishing indemnification against liens, costs, damages and expenses as may be required by LANDLORD. All alterations, additions, improvements and fixtures, other than TENANT'S trade fixtures, which may be made or installed by either LANDLORD or TENANT upon the leased premises shall be the property of LANDLORD and shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury at the termination of the term of this lease, whether by the lapse of time or otherwise, all without compensation or credit to TENANT, provided, however, if prior to said termination, or within fifteen (15) days thereafter, LANDLORD so directs by written notice to TENANT. TENANT shall promptly remove the additions, improvements, fixtures, trade fixtures and installations which were placed in the leased premises by TENANT and which are designated in said notice, and repair any damage occasioned by such removals, and in default thereof. LANDLORD may effect said removals and repairs and TENANT will pay to LANDLORD, on demand, the cost thereof with interest at the rate of one and one-half (1.5%) percent per month from the date of such removal by LANDLORD until paid in full. Any linoleum or other floor covering that is cemented or otherwise adhesively affixed to the floor of the leased premises shall be deemed a non-trade fixture and become the property of the LANDLORD. All trade fixtures that are attached to the leased premises with the LANDLORD'S written consent may be removed at the expiration of the tenancy hereby created provided the leased premises are restored by the TENANT to the condition thereof prior to the attachment of such trade fixtures. All trade fixtures and other property not so removed by TENANT prior to the expiration of the tenancy shall, at the option of LANDLORD, become the property of the LANDLORD. TENANT shall not be required to demolish walls or remove phone, data or other cabling from the Premises upon the termination of the Lease. TENANT shall only be permitted to make decorative alterations with the consent of Landlord, which consent shall not be reasonably withheld.

16. INSURANCE-LANDLORD

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TENANT shall not carry any stock of goods or do anything in or about the leased premises which will in any way impair or invalidate the obligation of any policy of insurance of the leased premises or the building in which the leased premises are situated. However, in the event the TENANT does in any way impair or invalidate the obligation of any policy of insurance of the leased premises on the building in which the leased premises are situated and if same shall be destroyed or damaged in whole or in part by fire or other casualty, or by act of God, or occurring by reason of any causes whatsoever, the TENANT at the TENANT'S own cost and expense, shall promptly repair, replace or rebuild same, at least to the extent of the value, and as nearly as practicable to the character of the building or improvements existing immediately prior to such occurrence, as a first class commercial building. TENANT agrees to pay, upon demand, an additional rent, any increase in insurance premiums resulting from the business carried on in the leased premises by TENANT, whether or not LANDLORD has consented to the same or not. TENANT shall pay as additional rent its share of all insurance premiums attributable to the DEVELOPMENT. The amount of said insurance premium attributable to the demised premises, and due from TENANT, save any increase in premium resulting because of the use made of the demised premises, shall be arrived at by determination of the percentage that the gross square feet of the demised premises bears to the total gross square feet of floor area leasable in all buildings located in the DEVELOPMENT. Any insurance premium shall be due and payable on the anniversary date of LANDLORD'S policy and shall be paid within fifteen (15) days of LANDLORD'S notification to TENANT.

17. INSURANCE-TENANT

TENANT shall procure from companies satisfactory to LANDLORD and maintain during the term of this lease at its own cost and expense, a policy or policies of insurance in form satisfactory to LANDLORD insuring LANDLORD and TENANT as their interests may appear as hereinafter required.

Each of such insurance policies shall carry an endorsement that before changing or canceling any policy, the insurance company issuing the same shall give the LANDLORD at least twenty (20) days prior written notice. Duplicate originals or certificates of all such insurance policies shall be delivered to the LANDLORD. The first policies shall be issued prior to TENANT'S possession, and all renewals thereof at least twenty (20) days prior to the expiration of the then existing policies.

- (A) PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE: From and after the commencement date of this lease and throughout the residue and term of this lease and any extensions thereof, the TENANT shall protect, indemnify and save harmless the LANDLORD from and against any and all liability to third parties incurred by any act or neglect of the TENANT, or any of its agents, servants or employees, in, or about the demised premises, and shall at all times at its own cost protect the LANDLORD with public liability insurance, and property damage insurance on the interior and exterior of the demised premises, in amounts not less than \$1,000,000.00 in case of damage or injury to one person, nor less than \$2,000,000.00 in case of damage or injury to more than one person in any one accident. The property damage insurance coverage required hereunder shall not be less than \$500,000.00 in case of damage to property arising out of any one accident.
- (B) FIRE & EXTENDED COVERAGE: The fire and extended coverage insurance required on TENANT'S chattels and leasehold improvements hereunder shall not be less than the full insurable value.
- (C) PLATE GLASS INSURANCE: TENANT shall procure and maintain insurance against breakage of glass in exterior and interior windows and doors in or upon the leased premises.

In the event of any damage to the aforementioned premises covered by insurance, the TENANT shall within sixty (60) days of notice thereof file proof of loss with the insurance carrier and proceed with the collection of the claim under said policies of insurance without delay. The TENANT shall further proceed as promptly as possible with the repairing, remodeling or rebuilding (Landlord liable for any rebuilding of premises – TENANT only liable for our improvements and possessions) of the damaged premises. In the event the insurance fund is insufficient to cover the cost of repairs, the excess costs shall be borne by the TENANT.

18. DELIVERIES-PARKING CARS

All loading and unloading of merchandise, supplies, fixtures, equipment, furniture and all other materials shall be made through proper service doors in accordance with the rules and regulations of LANDLORD from time to time in effect. LANDLORD reserves the right to designate specific parking areas for the use of TENANT and its employees solely or in conjunction with other TENANTS and their employees and to restrict TENANT and its employees from parking areas designated for customers. LANDLORD shall have the right to have the automobiles of TENANT or of any of its agents or employees removed from any area that is not designated by LANDLORD for the parking thereof or to take any other action to effect such removal and to charge TENANT as additional rent for all expenses incurred in connection with such removal. TENANT agrees that upon written notice from LANDLORD, it will within five (5) days, furnish LANDLORD or its authorized agent the State automobile license number assigned to its automobile or automobiles and the automobiles of all its employees employed in the leased premises. TENANT shall not at any time park its trucks or other delivery vehicles in the parking area designated for

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customers. Tenant shall be provided two (2) exclusive parking spaces that will be labeled and located in a manner and location reasonably acceptable to the parties.

19. COVENANT TO HOLD HARMLESS

Except as otherwise provided herein, TENANT agrees to indemnify and save LANDLORD harmless against and from any and all claims, damages, costs and expenses, including reasonable attorney's fees, arising from the conduct or management of the business conducted by TENANT in the leased premises, or from any breach or default on the part of TENANT in the performance of any covenant or agreement on the part of TENANT to be performed pursuant to the terms of this lease, or from any act or negligence of TENANT, its agents, contractors, servants, employees, sublessees, concessionaires or licensees in or about the leased premises. In case any action or proceeding be brought against LANDLORD by reason of any such claim, TENANT, upon notice from LANDLORD, covenants to defend such action or proceeding by counsel reasonably satisfactory to LANDLORD.

Except when caused by the intentional misconduct of LANDLORD, neither the LANDLORD nor the LANDLORD'S agents, servants, employees, officers or directors shall be liable, and the TENANT waives and releases all claims for damage to person or property sustained by the TENANT, or by TENANT'S employees, agents, servants, invitees and customers or by any other occupant of the building in which leased premises are located, or by any other person, resulting from said building or any part of it or any equipment or appurtenance becoming out of repair, or resulting from any accident in or about the leased premises of said building, or resulting directly or indirectly from any act or neglect of any other tenant or occupant of said building, or of any other person unless damage or loss of property due to negligence of Landlord, or Landlord's employees, agents, servants, invites, customers, officers, or directors. This article shall apply especially, but not exclusively, to damage caused by refrigerators, sprinkling devices, air-conditioning apparatus, water, snow, frost, steam, excessive heat or cold, sewage, gas, odors, or noise or the bursting or leaking of pipes or plumbing fixtures, and shall apply equally whether any such damage results from the act or neglect of other TENANTS, occupants or servants in the building, or of any other person. If any such damage results from any act or neglect of TENANT, LANDLORD may, at the LANDLORD'S option, repair such damage, whether caused to the building or to TENANTS thereof, and TENANT shall thereupon pay to LANDLORD the total cost of such repairs and damages both to the building and to the TENANTS thereof. All personal property belonging to TENANT, or any other person that is in the leased premises, or any other part of said building, shall be there at the risk of the TENANT, or such other person only, and neither the LANDLORD nor its agents or employees shall be liable for any damage thereto or the theft or misappropriation thereof.

Any and all property which may be removed from the premises by LANDLORD pursuant to the authority of this lease or of law, to which TENANT is or may be entitled, may be handled or removed by LANDLORD at the risk, cost and expense of TENANT, and LANDLORD shall in no event be responsible as warehouseman, bailee or otherwise for any property left in the premises or the building by TENANT, or for the value, preservation or safekeeping thereof. TENANT shall pay to LANDLORD, upon demand, for all expenses incurred in any such removal of TENANT'S property.

20. ASSIGNMENT OR SUBLETTING

TENANT shall not sell, assign, mortgage, pledge or in any manner transfer this lease, or any interest therein, or agree to do so; or permit any transfer of or lien upon this lease or any interest therein by operation of law; sublet the premises, or any part thereof or permit the use or occupancy of the leased premises, or any part thereof, by anyone other than TENANT without the previous written consent (shall not be unreasonably withheld) of LANDLORD, except in such cases where TENANT'S leased premises are sublet to a franchisee under such agreements, whereby TENANT'S primary business is the leasing of premises for the purpose of a franchised location. However, in no event shall said subletting relieve said TENANT of any responsibility or obligations of the Lease terms as herein provided. Consent by LANDLORD to one assignment of this Lease or to one subletting or such use or occupancy of the leased premises shall not be a waiver of LANDLORD'S rights under this Article as to any subsequent assignment, subletting or such use or occupancy. LANDLORD'S rights to assign this lease are and shall remain unqualified. Notwithstanding anything to the contrary herein, TENANT shall be permitted to lease up to 49% of the Premises to another Physician, Dentist or Dental Lab Technician without the Landlord's consent. Any such sublease shall be subject to the terms and conditions of this Lease.

21. ACCESS TO PREMISES

LANDLORD reserves the right to enter upon the leased premises, with 24-hour notice and during normal business hours, for the purpose of inspecting the same, or of making repairs, additions or alterations to the building in which the leased premises are located, to exhibit the leased premises to prospective tenants, purchasers or others, to display during the last ninety (90) days of the terms, without hindrance or molestation by TENANT, a "For Rent" or similar signs on windows or doors in the leased premises. The exercise by LANDLORD of any of its rights under this Article 21 shall not be deemed an eviction or disturbance of TENANT'S use and possession of the leased premises. LANDLORD agrees that, in making any such repairs, additions or alterations, it shall use its best efforts not to interfere with the conduct of TENANT'S business operations.

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22. UTILITIES

TENANT shall pay for all utility services used in the leased premises and in addition the TENANT shall pay for the installation of such meters or other measuring devices for said services. In the event TENANT shall not have paid for said utilities and LANDLORD shall then be obligated by law to pay said utilities, the sum then owing shall be deemed as additional rent and LANDLORD shall have all rights under said additional rent as provided herein.

23. EMINENT DOMAIN

In case all of the leased premises are taken by the exercise of the power of eminent domain, this lease and the term demised shall terminate as of the date the possession is taken by the condemnor and LANDLORD shall refund any rent paid in advance on a per diem thirty-day month basis from the date possession is so taken to the first day of the next calendar month.

If 33 1/3 percent (33%) or more of the leased premises is so taken, this lease and term shall terminate at the election of either party upon notice to the other within ninety (90) days after the payment, or the deposit with the appropriate public officer, of the compensation awarded, and in that event the term shall terminate on the date possession of the part condemned is taken by the condemnor and the rent shall be paid to the date, and LANDLORD shall refund as aforesaid, the appropriate proportion of any rent paid in advance. If less than said percent of the premises is so taken, this lease and the term hereof shall not terminate.

If the lease and term are not terminated, LANDLORD, at its expense and within thirty (30) days after the payment or deposit of the compensation as aforesaid, shall commence to reconstruct the premises not affected by the taking and with reasonable diligence proceed with such reconstruction, and during the reconstruction and thereafter, the minimum rent shall be reduced in the proportion that the part taken bears to the leased premises. In the event the reconstruction is not completed within one hundred twenty (120) days after the payment or deposit of the compensation, TENANT shall have the option to terminate this Lease without further liability.

In any event the entire compensation awarded shall belong to LANDLORD without any deduction therefrom for any present or future estate or interest of TENANT, and TENANT hereby assigns to LANDLORD all of its right, title and interest in and to any and all such compensation, together with any and all rights, estate and interests of TENANT now existing or hereinafter arising in and to the same or any part thereof except for any compensation made to TENANT for loss of business, leasehold interest, or moving expenses. Notwithstanding anything to the contrary, TENANT shall be permitted to lodge a claim with the condemning authority for the value of its leasehold improvements, moving expenses and other damages.

24. UNFITNESS

In the event the leased premises shall be destroyed, or so damaged by fire, explosion, windstorm or other casualty as to be unfit, LANDLORD may restore the leased premises within a reasonable time after the casualty insurance claim has been paid, or in the alternative, terminate this lease as of the date of the destruction or damage, in either case by giving TENANT notice after the date of the destruction or damage. The minimum rent shall abate on a per diem thirty-day month basis during the period of restoration for the term of insurance as provided under Article 17 of this Lease and limited to the amount of insurance recovered under said insurance coverage.

In the event the leased premises shall be damaged as aforesaid but are not thereby rendered unfit, LANDLORD shall restore the leased premises with reasonable dispatch, and while such damage is being repaired, TENANT shall be entitled to an equitable abatement of the rent. LANDLORD shall not be liable or responsible for any delays in rebuilding or repairing due to labor controversies, riots, acts of God, national emergency, acts of public enemy, governmental laws or regulations, inability to procure materials or labor, or both, or the delay in payment by the insurer, or any other cause beyond its control. In the event the Premises remain unfit for a period exceeding one hundred twenty (120) days, TENANT shall have the right to terminate this Lease without further liability.

25. REMEDIES

LANDLORD may terminate this Lease and term demised by ten (10) days' written notice to TENANT upon the happening of any one or more of the following events; the making by TENANT of an assignment for the benefit of its creditors; the operation or supervision of the business conducted in the leased premises by a creditors' committee, or by anyone other than the TENANT; the levying of a writ of execution or attachment on or against the property of TENANT; the taking of any action for the voluntary dissolution of TENANT; the doing, or permitting to be done by TENANT of any act which creates a mechanics' lien or claim therefor against the land or building of which the leased premises are a part and said lien is not released within thirty (30) days; the failure of TENANT to pay an installment of rent when due after Landlord has provided written notice and ten (10) days for TENANT to cure; if proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution

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of TENANT, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of TENANT, and said proceedings are not dismissed, and any receiver, trustee or liquidator appointed therein discharged within (30) days after the institution of said proceedings; the failure of TENANT to perform any other of its covenants under this lease shall after Landlord shall have provided written notice and thirty (30) days notice to cure, correct or perform.

Upon the termination of this Lease, by reason of the foregoing, LANDLORD may re-enter the leased premises with or without process of law using such force as may be necessary, and remove all persons and chattels therefrom and LANDLORD shall not be liable for damages or otherwise by reason of re-entry or termination of the term of this lease. Notwithstanding such termination, the liability of TENANT for the minimum rent provided for herein above shall not be extinguished for the balance of the term remaining after said termination, and LANDLORD shall be entitled to recover immediately as liquidated damages an amount equal to the minimum rent for the said balance of the term less any rental received from the premises for the said balance of the term. Upon and after entry into possession without termination of this lease, LANDLORD may, but need not, relet the leased premises or any part thereof for the account of TENANT for such rent. The terms of said reletting shall be at the LANDLORD'S sole discretion.

In the event of any breach by TENANT of any of the provisions of this lease, LANDLORD may immediately or any time thereafter, without notice, cure such breach for the account and at the expense of TENANT. If LANDLORD at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of any sum of money, or incurs any expense, including reasonable attorney's fees, in instituting or prosecuting any action or proceedings to enforce LANDLORD'S rights hereunder, the sum or sums so paid by LANDLORD, with interests thereon at the rate of one and one-half (1.5%) percent per month from the date of payment thereof, until paid in full, shall be deemed to be additional rent hereunder and shall be due from TENANT to LANDLORD on the first day of the month following the payment of such respective sums or expenses.

The TENANT covenants and agrees that no waiver of a breach of any of the covenants of this lease shall be construed to be a waiver of any succeeding breach of the same or any other covenants.

All rights and remedies of LANDLORD herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law, and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises.

26. TERMINATION-EXPIRATION

TENANT will, at the expiration or termination of this lease, yield up possession to LANDLORD, and failing so to do, at LANDLORD'S option, will pay liquidated damages for each day possession is withheld, an amount equal to one and one half (1 ½) the amount of the daily minimum rent, computed on a thirty-day month basis; provided, however, that LANDLORD'S right to recover such liquidated damages shall not preclude LANDLORD from recovering any greater amount of damages sustained by it or as otherwise allowed by law or in equity.

No receipt of money by LANDLORD from TENANT after the termination of this lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the premises shall reinstate, continue or extend the term of this lease or affect any such notice, demand or suit.

27. NOTICES:

Any notice to be given by either party to the other, pursuant to the provisions of this Lease, shall be given by registered or certified mail, return receipt requested, addressed to the LANDLORD at Galewood Development, P.O. Box 5680, River Forest, Illinois 60305 and addressed to the TENANT at the Premises, with a copy to Levin Ginsburg, 180 N. LaSalle, Suite 3200, Chicago, Illinois, 60601, ATTN: Todd L. Erdman, Esq.. Either party may by like notice at any time and from time to time designate a different address to which notices shall be sent. Notice given in accordance with these provisions shall be deemed received when mailed.

28. SUCCESSORS AND ASSIGNS:

The LANDLORD and the TENANT covenant and agree between the parties hereto that all covenants, conditions and agreements and undertakings in this lease shall extend to and be binding on the respective successors and assigns of the respective parties hereto in the same manner as if they were in every case named and expressed.

It is expressly understood and agreed by and between the parties hereto that this lease and any riders attached hereto forming a part thereof set forth all the promises, agreements, conditions and understandings between the LANDLORD and the TENANT relative to the demised premises, and that there are not other promises, agreements, conditions or understanding, either oral or written between them other than those contained herein. It is understood and agreed that no subsequent alteration, amendment, change or addition to this lease shall be binding upon the LANDLORD or the TENANT unless reduced to writing

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and signed by both, and by direct reference therein made a part hereof.

29. CHANGES AND ADDITIONS

LANDLORD reserves the right to make such changes and additions in and to the DEVELOPMENT as from time to time constituted, as in LANDLORD'S absolute discretion are desirable, provided, however, that no such changes or additions shall reduce the ratio of total square feet of parking area to the total square feet of rentable floor space in all buildings located in the DEVELOPMENT, nor will it affect the TENANT'S quiet use and enjoyment of the Premises for its intended purpose. Such ratio shall be established on the basis of the Zoning and Building Codes of the Municipality having jurisdiction of the DEVELOPMENT however LANDLORD shall not impair the access or visibility of the premises so as to prevent TENANT from conducting its business.

30. APPLICABLE LAW AND CONSTRUCTION

The laws of the State of Illinois shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provisions of this Lease shall not affect or impair any other provision. The headings of the several articles contained herein are for convenience only and do not define, limit or construe the contents of such articles.

31. DEATH OR DISABILITY.

It is further understood and agreed by and between the parties hereto that in the event of the death or permanent disability of Zachary Soiya, D.D.S., causing the discontinuance of his practice of dentistry, according to competent medical diagnosis in writing, then TENANT or its legal representatives shall have and are given the right and option to cancel and terminate the term of this Lease on the last day of any calendar month thereafter, provided that there is no default (after the expiration of any applicable notice and cure periods) in the payment or performance of any of the covenants and obligations stipulated in this Lease, and provided further that TENANT or its legal representatives shall notify Landlord in writing of their intention to cancel and terminate this Lease as provided herein at least thirty (30) days prior to the date said cancellation and termination of this Lease shall become effective.

32. PROFESSIONAL CORPORATION

TENANT shall have the right to assign all rights and obligations under this lease to an Illinois professional corporation or service corporation of which TENANT is the sole shareholder. Such an assignment shall not affect the Guaranty provided by Zachary Soiya, D.D.S., and the assignment shall be effective upon reasonable notice of the same to Landlord.

33. TENANT IMPROVEMENT ALLOWANCE

Landlord shall provide a tenant improvement allowance as enumerated in Exhibit F. Such allowance will be paid upon completion and of the all the work and submission of material and labor waivers acceptable to the LANDLORD.

34. RIGHT OF FIRST REFUSAL

(a) LANDLORD, its successors or assigns or any other subsequent owner or holder of any interest in the premises during the term (collectively, "Owner") shall not, directly or indirectly, voluntarily or involuntarily, cause, suffer, or permit the sale, assignm, lease, transfer, conveyance, grant, or disposition of (including, but not limited to, the sale of a controlling partnership interest in any partnership that is an Owner, or the sale of a controlling interest in the stock of a corporation, or the memberships of a limited liability company, that is an Owner of) ("Transfer") the premises or any part thereof or interest therein except in accordance with the provisions of this Section; provided, however, that a transfer to one or more of the shareholders of LANDLORD, or to one or more of the immediate family members of the shareholders of LANDLORD, or to a trust for the benefit of either of the foregoing, for estate-planning purposes shall not be deemed a Transfer.

(b) In the event that Owner receives from any third party, whether an individual or an entity, an offer (an "Offer") to obtain a Transfer of all or any part of or any interest in the premises, which Offer Owner desires to accept, Owner shall promptly furnish Tenant with a true, correct and complete copy of such Offer.

(c) TENANT shall have fifteen (15) days after receipt of a true, correct and complete copy of the Offer in which to give Owner written notice (the "Notice") of TENANT'S election to acquire the premises or such part thereof or such interest therein in accordance with the terms and conditions contained in the Offer;

(d) In the event that TENANT shall elect to acquire the premises, or part thereof or interest therein, by exercising its Right of First Refusal, the closing thereon shall be held within sixty (60) days following TENANT'S receipt of the copy of the Offer from Owner. In the event that TENANT shall not exercise its Right of First Refusal, Owner shall be free to consummate the

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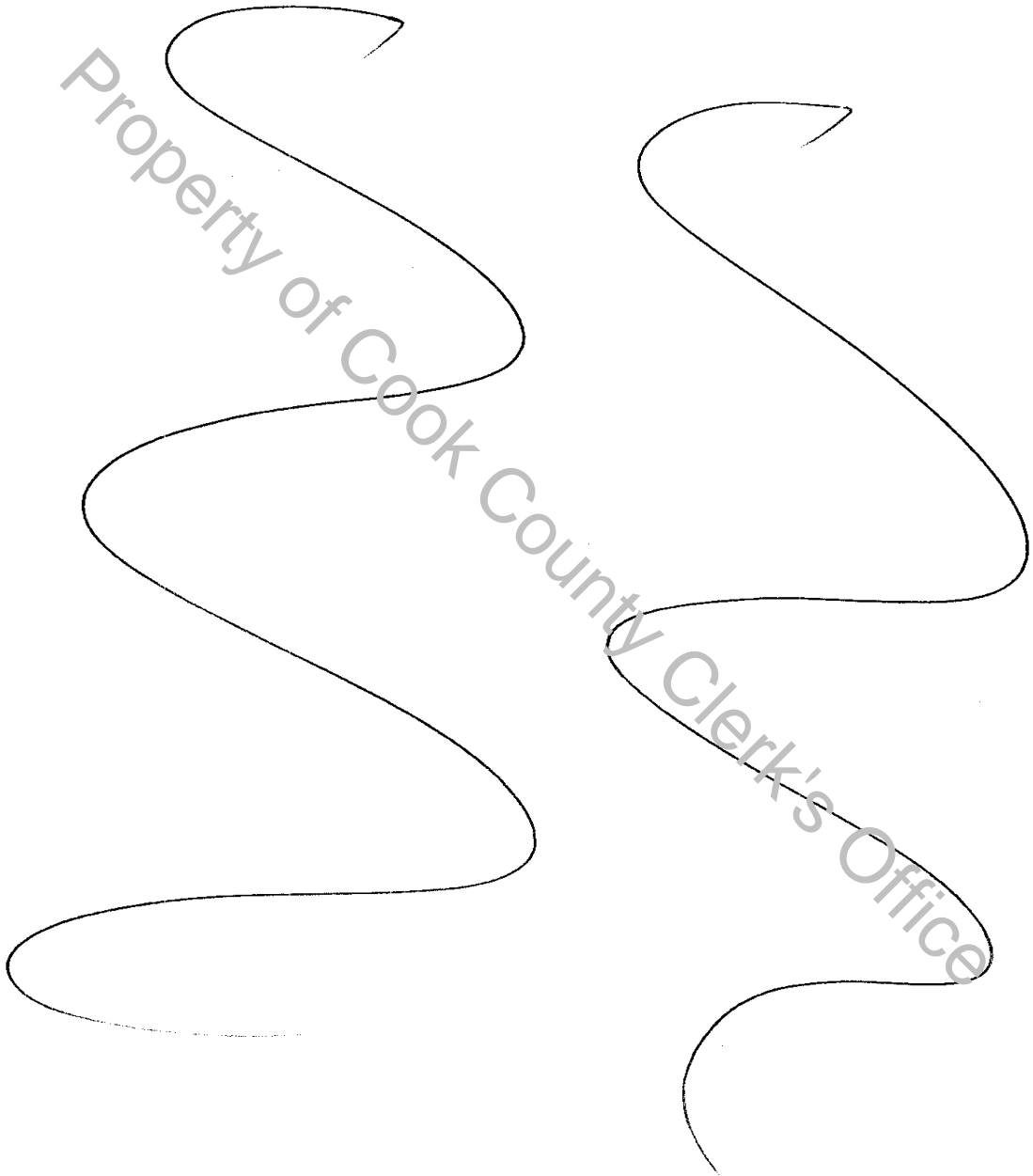
EXHIBIT A

PREMISES

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EXHIBIT B
DEVELOPMENT



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EXHIBIT C
FLOOR PLAN



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EXHIBIT D

PLANS AND SPECIFICATIONS OF LANDLORD'S WORK

[Landlord is to pour concrete and perform certain other items as enumerated at execution or as otherwise agreed upon in writing.]

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EXHIBIT E

PLANS AND SPECIFICATIONS OF TENANT'S WORK

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EXHIBIT F

ALLOWANCE

DRYWALL SERVICES	\$10,105.00
DRYWALL SERVICES	\$6,125.00
SEAGULL ELECTRIC	\$2800.00
SEAGULL ELECTRIC	\$220.00
SEAGULL ELECTRIC	\$585.00
KATZ HVAC	\$8,000.00
TOTAL ALLOWANCE	\$27,835.00

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LEGAL DESCRIPTION

Unit 1B in Park Place on North Avenue Commercial Condominium as delineated on a Survey of the following described real estate: That part of Lots 21, 22, 23 and 24 in Mills and Sons First Addition of Greenfield, Cook County, Illinois and which Survey is attached as Exhibit "D" to the Declaration of Condominium recorded as Document No. 0733403125, together with its undivided percentage interests in the common elements.

PIN: 12-36-327-037-1002

Prepared By:

Todd L. Erdman
Levin Ginsburg
180 N. LaSalle Street, Ste. 3200
Chicago, IL 60601

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proposed Transfer on the terms described in the Offer.

IN WITNESS WHEREOF, LANDLORD and TENANT have hereunto executed this lease and affixed their respective seals as of the day and year first above written.

LANDLORD

TENANT

PARK PLACE ON NORTH AVENUE, LLC

By: Joe M. Andruacchi

Zachary S. Soiya, D.D.S.
ZACHARY SOIYA, D.D.S.

Title: _____

GUARANTY

In consideration of the making of the above lease by the LANDLORD with the TENANT, the undersigned hereby guarantees the payment of the rent to be paid by the TENANT and the performance by the TENANT of all the terms, conditions, covenants and agreements of this lease, and the undersigned promises to pay all the LANDLORD'S expenses, including reasonable attorney's fees, incurred by the LANDLORD in enforcing all obligations of the TENANT under this lease or incurred by the LANDLORD in enforcing this guaranty.

WITNESS the hand and seal of the undersigned at the date of the above lease.

Zachary S. Soiya, D.D.S. (Seal)
ZACHARY SOIYA, D.D.S.

STATE OF ILLINOIS

SS TENANT NOTARY

COUNTY OF COOK

I, Steven Kudulis, a Notary Public, DO HEREBY CERTIFY that Zachary Soiya, D.D.S. personally known to me to be the same person whose name _____ is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his (her) free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22 day of July, 2007.

"OFFICIAL SEAL"
Steven M. Kudulis Notary Public
Notary Public, State of Illinois
My Commission Expires 7/17/09