



RECORDING REQUESTED BY:

Doc#: 1033710092 Fee: \$74.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/03/2010 04:12 PM Pg: 1 of 20

WHEN RECORDED RETURN TO:
Evangelical Christian Credit Union
Church and Ministry Lending
955 W. Imperial Hwy
Brea, CA 92821

FOR RECORDER'S USE ONLY

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made as of this 20th day of October, 2010 by and among Chicago R.E.A.C.H. (Reaching Elderly Across Chicago's Horizons, ("Tenant"), Third Baptist Church ("Landlord"), and Evangelical Christian Credit Union ("Lender").

RECITALS:

A. WHEREAS, Landlord is or will be the owner of the real property (the "Property") situated in the City of Chicago, Cook county, State of Illinois, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

B. AND WHEREAS, Landlord's predecessor and Tenant entered into a Non-Recorded Lease, dated January 15, 2009 (the "Lease"), pursuant to which landlord leased to Tenant a portion of the property located at 1223 West 87th Street, Chicago, Illinois (the "Premises").

C. AND WHEREAS, Lender has agreed to make a loan to Landlord in the amount of approximately \$7,600,000.00 (the "Loan").

D. AND WHEREAS, in connection with the Loan, Landlord, as Trustor, has made, executed and delivered to Lender, as Beneficiary and to Trustee, a Mortgage which was recorded on September 30, 2005, Document number 0527327041 and an Assignment of Rents which was recorded on September 30, 2005, Document number 0527327042 with respect to the Property, in each case, in the Official Records of Cook County, Illinois.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant, Landlord and Lender covenant and agree as follows:

30F 3 184395 A 44

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AGREEMENTS:

1. **Subordination.** The Lease and Tenant's leasehold estate created thereby, including any rights and options to purchase the premises or any part of the Property, shall be and are hereby made completely and unconditionally subject and subordinate in all respects to the lien of the Mortgage and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any increases, renewals, extensions, modifications, substitutions, consolidations or replacements thereof or of the promissory note evidencing the Loan (the "Note") or of any of the other documents, instruments or agreements evidencing or securing the Loan (all such documents, instruments and agreements, including, without limitation, the Note and the Mortgage are sometimes hereinafter referred to as the "Loan Documents").

2. **Non-Disturbance.** So long as Tenant pays all rents and other charges as specified in the Lease and is not otherwise in default (beyond applicable notice and cure periods) of any of its obligations and covenants pursuant to the Lease, Beneficiary agrees for itself and its successors in interest and for any purchaser of the Property upon a foreclosure of the Note, that Tenant's possession of the premises as described in the Lease will not be disturbed during the term of the Lease, as said term may be extended pursuant to the terms of the Lease or as said premises may be expanded as specified in the Lease, by reason of a foreclosure. For purposes of this agreement, a "foreclosure" shall include (but not be limited to) a sheriff's or trustee's sales under the power of sale contained in the Note, the termination of any superior lease of the Property and any other transfer of the Landlord's interest in the Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

3. **Attornment.** If Lender obtains title to the Property through foreclosure or exercise of power of sale under the Mortgage or deed in lieu of foreclosure or exercise of power of sale, Tenant shall, and does hereby agree to, continue occupancy of the Premises under the same terms and conditions of the Lease and shall attorn to Lender, its successors and assigns, or to the purchaser on foreclosure or exercise of power of sale, or to the grantee of the deed in lieu of foreclosures or exercise of power of sale, to the same extent and with the same force as if Lender or such other party were the Landlord under the Lease. Tenant shall, from time to time, execute and deliver such instruments evidencing such attornment as a purchaser or Lender may require.

4. **Liability of Lender.** By virtue of the Mortgage, Lender shall be and is entitled, but not obligated, to exercise the claims, rights, powers, privileges, options and remedies of Landlord under the lease and shall be and is further entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by Tenant under the lease as though Lender was named therein as Landlord. Lender shall not, by virtue of the Mortgage or this Agreement, be or become subject to any liability or obligation to Tenant under the Lease or otherwise, until Lender shall have obtained title to the Property, by foreclosure or otherwise, and then only to the extent of liabilities or obligations accruing subsequent to the date that Lender obtains title to the Property. Lender shall not be: (a) liable for any act, omission, misrepresentation or breach of warranty of Landlord, any other prior Landlord or any subsequent Landlord; or (b) liable for the return of any security deposit which any Lessee, Sublessee or Assignee under the Lease has paid to any prior Lessor under the Lease; or (c) bound by any rent or additional rent which Tenant might have paid for more than the current month to Landlord or any other prior Landlord or any subsequent Landlord; or (d) bound by any amendment or modification of the Lease made without Lender's prior written consent; or (e) personally liable under the Lease; Lender's liability under the Lease shall be limited to the

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ownership interest of Lender in the Property; or (f) bound to commence or complete any construction or to make any contribution toward construction or installation of any improvements upon the Premises required under the Lease or any expansion or rehabilitation of existing improvements thereon, or for restoration of improvements following any casualty not required to be insured under the Lease or for the costs of any restoration of improvement following any casualty not required to be insured under the Lease or for the costs of any restoration in excess of any proceeds recovered under any insurance required to be carried under the Lease; or (g) liable for any conflict between the provisions of the Lease and the provision of any other lease affecting the Premises or any of the Property (including, but not limited to, any provisions relating to renewal options and options to expand), and in the event of such a conflict, Tenant's sole remedy shall be to cancel the Lease.

5. Landlord Default. Notwithstanding anything to the contrary contained in the Lease, at law or in equity, Tenant shall not declare a default by Landlord under the Lease or exercise any rights or remedies available under the Lease, at law or in equity, unless and until Tenant gives notice thereof to Lender as provided in Paragraph 10 hereof. Lender shall have the right for a period of thirty (30) days after the later of (a) the expiration of Landlord's cure period for such default, if any; or (b) delivery of the notice to Lender regarding the performance of any term, covenant, or conditions and/or remedy of any default by the Landlord under the Lease; provided, however, if the nature of such default requires more than thirty (30) days to cure, then, so long as Lender has commenced cure of such default and is diligently prosecuting same, Tenant shall not declare a default under the Lease. Tenant shall accept such performance by Lender with the same force and effect as if furnished by Landlord and Lender shall thereby and hereby be subrogated to the rights of Tenant. Lender shall have the right to enter upon the Premises to give such performance.

6. Payment of Rent. Tenant shall not pay any installment of rent or any part thereof or any additional rent for more than the current month in advance and Lender shall be entitled to recover from Tenant, as rent under the Lease, any payment of rent or additional rent made by Tenant to the Landlord for more than the current month in advance.

7. Assignment of Lease. After notice is given to Tenant by Lender, pursuant to the Mortgage, that the rentals under the Lease should be paid to Lender, Tenant shall pay to Lender, or in accordance with the directions of Lender, all rentals and other monies due and to become due to the Landlord under the Lease, and Landlord hereby expressly authorizes Tenant to make such payments to Lender and hereby releases and discharges Tenant of, and from, any liability to Landlord on account of any such payments.

8. Estoppel Certificate. Tenant agrees to execute and deliver from time to time, upon the request of Landlord or any holder(s) of any of the indebtedness or other obligations secured by the Mortgage and Loan Documents, a certificate regarding the status of the Lease, consisting of statements, if true (or if not, specifying why not): (a) that the Lease is in full force and effect; (b) the date through which rentals have been paid; (c) the date of the commencement of the term of the Lease; (d) the nature of any amendments or modifications of the Lease; (e) that no default, or state of facts which with the passage of time or notice (or both) could constitute a default, exist under the Lease; and (f) such other matters as may be reasonably requested.

9. No Amendments. Landlord and Tenant represent to Lender that the Lease has not been modified or amended and is in full force and effect as of the date hereof. Landlord and Tenant agree not to modify, amend, cancel or assign the Lease without the prior written consent of Lender, which consent shall not be unreasonably withheld. If Lender does not respond to

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Landlord's or Tenant's written request for its consent to an amendment within 15 days, Lender's consent shall be deemed to be given.

10. Notices. All notices, elections, consents, approvals, demands, objections, requests or other communications required or desired to be given pursuant to, under or by virtue of the Agreement must be in writing, addressed to the party to be notified at the address set forth below and sent: (a) by first class US certified or registered mail, postage prepaid and with return receipt requested; or (b) by depositing the same into the custody of a nationally recognized overnight delivery service such as US Express Mail, Federal Express Corporation, Airborne Express, Emery or United Parcel Service. All such notices elections, consents, approvals, demands, objections, requests or other communications sent in compliance with the provisions hereof shall be deemed given and received on (i) the third (3rd) business day following the date it is deposited in the US mail, or (ii) the first business day after it is delivered to the overnight delivery service. From time to time any party may designate another address or addresses for all purposes of this Agreement by a notice given to all other parties in accordance with the provisions hereof. For purposes of this Paragraph 10, the addresses of the parties shall be as follows:

If to Landlord:	Third Baptist Church of Chicago 1551 West 95 th Street Chicago, IL 60643
If to Tenant:	Chicago R.E.A.C.H. 4501 W. Augusta Blvd. Chicago, IL 60651
If to Lender:	Evangelical Christian Credit Union 955 West Imperial Highway Brea, CA 92822

11. Miscellaneous Provisions. This Agreement shall inure to benefit of and shall be binding upon Tenant, Landlord and Lender, and their respective heirs, personal representatives, successors and assigns. This Agreement may be executed in any number of counterparts, all of which shall constitute but one and the same document.

12. Applicable Law. This Agreement shall be governed by and construed in accordance with, the laws and decisions of the State of California, and by execution hereof Tenant, Landlord and Lender each agreed that such laws and decisions of the State of California shall govern this Agreement, notwithstanding the fact that there may be other jurisdictions which may bear a reasonable relationship to the transaction contemplated by this Agreement; provided, however, that with respect to procedural and substantive matters relating only to the enforcement by Lender of its rights and remedies against any real or personal property collateral located in any state other than California, such matters shall be governed by the laws of the state in which such property is located.

13. Jurisdiction and Venue. Tenant, Landlord and Lender hereby agree that all actions or proceedings initiated by Tenant or Landlord and arising directly or indirectly out of this Agreement shall be litigated in the Superior Court of California, Orange County Division, or the United States District Court for the District of California or, if Lender initiates such action, in

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addition to the foregoing courts, any court in which Lender shall initiate such action, to the extent such court has jurisdiction. Tenant and Landlord hereby expressly submit and consent in advance to such jurisdiction in any action or proceeding commenced by Lender in any of such courts. Tenant and Landlord waive any claim that Orange County, California or the District of California is an inconvenient forum or an improper forum based on lack of venue. The exclusive choice of forum for Tenant and Landlord set forth in this section shall not be deemed to preclude the enforcement, by Lender, or any judgment obtained in any other forum or the taking, by Lender, of any action to enforce the same in any other appropriate jurisdiction, and Tenant and Landlord hereby waive the right to collaterally attack any such judgment or action.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument.

IN WITNESS WHEREOF, this Subordination, Non-Disturbance and Attornment Agreement is executed as of the date first above written.

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

"TENANT"

Chicago R.E.A.C.H. Foundation RN MS

By: [Signature]
Its: COO

"LANDLORD"

Third Baptist Church of Chicago

By: [Signature]
Its: Senior Pastor

By: [Signature]
Its: Chairman of Trustees Bd.

"LENDER"

EVANGELICAL CHRISTIAN CREDIT UNION, a California Corporation

By: [Signature]
Its: PROCESSING MANAGER

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Karen Grievus, personally known or identified to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed 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 18th day of November, 2010.

Miareyta Goins
NOTARY PUBLIC



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Claudette Hampton, personally known or identified to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed 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 18TH day of November, 2010.

Miareyta Goins
NOTARY PUBLIC



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Alan V. Ragland, personally known or identified to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed 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 18th day of November, 2010.

Miareyta Goins
NOTARY PUBLIC



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CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California)
) SS

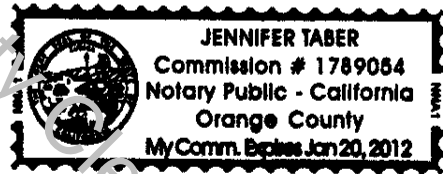
COUNTY OF Orange)

On November 23, 2010 before me, Jennifer Taber, NOTARY PUBLIC,
personally appeared mark von Bohr, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) ~~is~~ is subscribed to the within instrument and
acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by
~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true
and correct.

WITNESS my hand and official seal.

Signature Jennifer Taber (Seal)



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LEASE

This Lease Agreement (the "Lease") is made as of the 1ST day
of JANUARY , 2009

WITNESSETH

WHEREAS, **Third Baptist Church**, (hereinafter referred to as "Lessor"), whose address is 1551 West 95th Street, Chicago, Illinois, 60643 is the sole owner of that certain property commonly known as 1223 West 87th Street, Chicago, Illinois, (the "Premises"); and

WHEREAS, **Chicago R.E.A.C.H. (Reaching Elderly Across Chicago's Horizons)** (hereinafter referred to as "Lessee"), is an Illinois not-for-profit corporation pursuant to Section 501(c) (3) of the Illinois Revenue Code of 1986, with executive offices located at 4501 W. Augusta Blvd., Chicago, Illinois 60651; and

WHEREAS, Lessee is desirous of leasing the Premises from Lessor, and Lessor is desirous of leasing the Premises to Lessee, to be used as **Adult Day-Healthcare Facility** pursuant to the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. PREAMBLE. All of the foregoing recitals are incorporated herein as though set forth at length herein.

SECTION 2. TERM AND WARRANTY.

- (a) Lessor shall lease to Lessee the Premises for an initial term to commence on the 15th day of **January 1, 2009**, and terminating on the last day of **December 31, 2011** unless sooner terminated or extended pursuant to the terms and conditions of this Lease.
- (b) Lessor covenants and warrants that Lessor has full right and lawful authority to enter into this Lease for the full term herein granted and for all extensions herein provided and that Lessor has good title to the Premises.

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(c) Lessor represents and warrants to Lessee that:

- (i) to the best of the Lessors knowledge the Premises and all mechanical and operating systems located in the Premises are in good working condition, have all required licenses and certificates and have passed all inspections;
- (ii) To the best of the Lessors knowledge Premises is in good condition and free of leaks; and
- (iii) Lessor is not aware of, and has not received any notice of, any structural or mechanical defect or any violation of any applicable legal requirement with respect to the Premises or any portion thereof, which defect or violation has not been fully addressed, and there are no outstanding building code violations or similar infractions with respect to the Premises.

SECTION 3. RENT.

(a) Monthly Rent during the term of this Lease shall be charged according to the following schedule:

- (i) January 1, 2009 through December 31, 2009, \$10,100.00
- (ii) January 1, 2010 through December 31, 2010, \$10,252.00
- (iii) January 1, 2011 through December 31, 2011, \$10,354.00

(b) Lessor shall invoice Lessee for each month's rent no later than the last day of each preceding month, and Lessee shall pay such rent by U.S. certified or registered mail, postmarked on or before the later of (a) the first day of the month, or (b) five days after Lessee's receipt of the invoice for such rent. If the day upon which the term of this Lease shall commence is other than the first day of the month, then the rent for the initial fraction of a month shall be apportioned accordingly.

SECTION 4. SECURITY DEPOSIT. The sum of Ten Thousand Dollars (\$10,100.00), or one month's rent, representing the security for the faithful performance and observance by Lessee of the terms, covenants, and conditions of this Lease on Lessee's part to be observed and performed, is due and payable at the time of the execution and delivery of this Lease, and shall be increased on January 1 of each succeeding year as the monthly rent increases. The security deposit shall be deposited by Lessor in an interest bearing escrow account, held separately from Lessor's other assets. In the event of any default by Lessee in the observance or performance of any of the terms, covenants, or conditions of this Lease on the part of Lessee to be observed and performed, including any default in the payment when due of any monthly installment of the rent, Lessor may use or apply all or any part of the security deposit for the payment to Lessor for Lessee's account of any sum or sums due under this Lease, without thereby

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waiving any other rights or remedies of Lessor with respect to such default. Prior to use or application of such security deposit, Lessee shall be provided with notice of and an opportunity to cure such default, pursuant to Section 25 of this Lease. The unused portion of the security deposit, together with all interest thereon from the date of deposit thereof by Lessee, shall be returned to Lessee not later than five (5) business days following termination of this Lease.

SECTION 5. RULES AND REGULATIONS. The Rules and Regulations at the end of this Lease constitute a part of this Lease. Lessee shall observe and comply with them, and also with such further reasonable rules and regulations as may later be required by Lessor for the necessary, proper and orderly care of the Building in which the Premises are located.

SECTION 6. ASSIGNMENT; SUBLETTING. Lessee shall neither sublet the Premises or any part thereof nor assign this lease nor permit by any act or default any transfer of Lessee's interest by operation of law, nor offer the Premises or any part thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case the written consent of Lessor.

SECTION 7. LESSOR NOT LIABLE. Except as provided by Illinois statute, the Lessor shall not be liable for any loss of property or defects in the Building or in the Premises, or any accidental damages to the person or property of the Lessee in or about the Building or Premises, from water, rain or snow which may leak into, issue or flow from any part of the Building or Premises, or from the pipes or plumbing works of the same, unless such loss or damage is due to the negligence or misconduct of Lessor or breach of Lessor's representations hereunder. The Lessor shall not be liable for any loss or damage of or to any property placed in any storeroom or storage place in the Building, such storeroom or storage place being furnished gratuitously, and no part of the obligations of this Lease.

SECTION 8. WATER, SEWAGE AND TAXES. Lessor shall be solely responsible for the payment of all water, sewage, and real estate tax charges with respect to the Premises and/or resulting from the use of the Premises.

SECTION 9. UTILITIES, WASTE, PEST CONTROL. Lessee shall be solely responsible for gas (including cooking gas), electric, waste removal, pest control, and maintaining common and leased areas except as set forth below.

SECTION 10. MAINTENANCE.

(a) Lessee shall keep the interior of the Premises free of refuse and rubbish, and shall return the same at the expiration or termination of this Lease in as good condition as received by Lessee, ordinary wear and tear, damage or destruction by fire, flood, storm, civil commotion, or other unavoidable cause excepted; provided,

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however, that Lessee shall not be required to remove any substantial alterations, additions and installations made by Lessee for its special use of the Premises or restore the Premises following such alterations to the condition in which they were at the time of the commencement of this Lease.

(b) Lessor shall maintain in good condition the exterior walls and windows and the roof of the Premises, and shall provide snow removal with respect to the walkways. Lessor shall make all structural alterations or improvements to the Premises mandated by the statute or ordinance, other than any alterations or improvements related to Lessee's use of the Premises.

(c) Lessor shall deliver the Premises to Lessee in the condition as it existed at the time of Lessee's final inspection.

SECTION 11. NO SMOKING. Lessee shall not allow smoking within the leased Premises.

SECTION 12. ALTERATIONS.

(a) Lessee shall obtain Lessor's permission in writing prior to making any alterations.

(b) After obtaining consent of Lessor, Lessee may, at its own expense, during the term of this Lease, make alterations and changes, structural or otherwise, necessary and appropriate to bring the Premises into compliance with standards for use and which are reasonable and necessary to utilize the Premises for the purposes of an **Adult Day-Healthcare** facility. Any alterations, additions, or changes shall be made in a good and workmanlike manner by licensed and bonded contractor, and in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws and ordinances. Lessee shall provide copies of all applicable permits and plans to Lessor.

SECTION 13. SIGNAGE. Lessee shall have the right, subject to the approval of Lessor which shall not be unreasonably withheld, to erect, affix, or display the appropriate signage as Lessee may consider necessary or desirable, subject to all applicable ordinances and regulations with respect thereto.

SECTION 14. DESTRUCTION AND CONDEMNATION.

If the Premises shall be partially damaged by any casualty insurable under Lessee's insurance policy, Lessee shall, upon receipt of the insurance proceeds, repair the same and rent shall be abated proportionately as to that portion of the Premises rendered untenable. If the Premises (a) by reason of such an occurrence are rendered wholly untenable, or (b) should be damaged to the extent of 50 percent or more of the then monetary value thereof or damaged to any extent and in the sole judgment of Lessor the

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Premises does not suit Lessee's intended purposes, then Lessee may elect to repair the damage or may terminate the Lease by delivery of notice of termination to Lessor within 30 days after such event and thereupon this Lease shall expire, and Lessee shall vacate and surrender the Premises to Lessor. Lessee's liability for rent upon the termination of this Lease shall cease 30 days to the day following event or damage.

SECTION 15. INSURANCE. At all times after the execution hereof, Lessee shall carry fire, flood, windstorm and public liability insurance on the improvements on the Premises and for the liabilities usually covered for the operation of a **Adult Day-Healthcare** facility, in forms, amounts, and companies, and with endorsements satisfactory to Lessor, and Lessee and Sublessees shall deposit all such policies or certified copies thereof with Lessor. Lessor shall be named as a named insured in the said policies of insurance. Lessee and Sublessees agrees to indemnify and hold harmless lessor, its officers and members from any and all claims or injuries occurring on or about the premises during the terms of this lease, unless attributable to the negligence or misconduct of Lessor or its agents or invitees. This section shall be included in all subleases.

SECTION 16. FIXTURES. It is the intention of the parties hereto that except for personal property and equipment and additions or changes not normally considered fixtures or which may be removed without substantial damage to the Premises, that at the end of the term of this Lease and delivery of possession back to Lessor, that any such alterations, addition and changes to the Premises made by Lessee pursuant hereto shall become the property and belong to Lessor or any subsequent owner of the premises, as the case may be.

SECTION 17. GOVERNMENT FUNDING. The parties hereto agree that in the event that Lessee should lose all or substantially all of its present government/public funding for the operation of an **Adult Day-Healthcare** facility, Lessee shall have the right to cancel this Lease upon 90 days written notice. Under these circumstances, Lessor shall retain as liquidated damages the security deposit paid by Lessee under Section 4 of the Lease. Lessee shall make available to Lessor annual life safety inspections, reviews and any and all plans of corrections.

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SECTION 18. TERMINATION AND ABANDONMENT. At the termination of this lease, by lapse of time or otherwise; Lessee agrees to yield up immediate and peaceable possession to Lessor, and failing to do so, to pay as liquidated damages, for the whole time such possession is withheld, the sum of (\$300.00) three hundred dollars per day, and in the case of premises becoming abandoned, deserted, or vacated, and remaining unoccupied for (5) five consecutive days, the Lessee hereby authorizes and request Lessor as Lessee's agent to re-enter the Premises and remove all articles found therein, place them in some regular warehouse or other suitable storage place, at the cost and expense of Lessee, and proceed to re-rent the Premises at the Lessor's option and discretion and apply all moneys received after paying expenses of such removal toward the rent accruing under this lease. If the lessee shall fail to pay the rent at the times, place and in the manner above provided, and the same shall remain unpaid five days after the day whereon the same should be paid, the Lessor by reason thereof shall be authorized to declare the terms of the lease ended, and the Lessee hereby expressly waives all right or rights to any notice or demand under Illinois statutes to forcible entry or detainer of Lessor and Lessee, and agrees that the Lessor, his agents or assigns, may begin suit for possession or rent without notice upon demand.

SECTION 19. REMOVED PROPERTY. In the event of re-entry and removal of the articles found on the Premises as hereinbefore provided the Lessee hereby authorizes and requests the Lessor to sell the same at public or private sale with or without notice, and the proceeds thereof, after paying the expenses of removal, storage and sale to apply towards the rent reserved herein, tending the over plus, if, any, to Lessee upon demand.

SECTION 20. WAIVER. The failure of Lessor or Lessee to insist upon strict performance of any of the terms, conditions, and covenants, herein, shall not be deemed a waiver of any rights or remedies that Lessor or Lessee may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants herein contained.

SECTION 21. COMPLIANCE WITH LAWS. Lessee shall duly obey and comply with all public laws, ordinances, rules or regulations relating to the use of the Premises. If legislation is enacted by a competent authority, including the Zoning Board of Appeals of the City of Chicago, that in any way affects the legality of such intended use, Lessor shall have the option to terminate this Lease as though government funding has been terminated under Section 17 of this Lease.

SECTION 22. INDEMNIFICATION. To the extent not covered by insurance carried by Lessee, Lessee agrees to exonerate, save harmless, protect, and indemnify Lessor or any subsequent owner of the Premises from and against any and all losses, damages, claims, suits or action, judgments, and costs that may arise or grow out of any injury to or death of persons or damage to property, arising out of or attributable to the negligence or acts, or omissions of, or use by Lessee, its agents, servants, employees,

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guests, patients or residents on the Premises. Lessor shall not be liable for any damage to property of Lessee, or for the loss of any property of Lessee by theft or otherwise, unless attributable to the negligence or misconduct of Lessor or its agents or invitees

SECTION 23. NOTICE. Any notice required or permitted to be given under this Lease shall be by registered or certified mail, to the addresses indicated below or such other address as the parties may designate in writing under this Agreement.

IF TO LESSOR:

Third Baptist Church of Chicago
1551 West 95th Street
Chicago, IL 60643
ATTN: Chairman, Trustee Board

IF TO LESSEE:

Chicago R.E.A.C.H.
4501 W. Augusta Blvd.
Chicago, IL 60651
ATTN: Karen Gricus, RN,
MS
Program Director

SECTION 24. APPLICABLE LAW. This Lease has been executed and delivered in the State of Illinois and shall be construed in accordance with the laws of that state.

SECTION 25. DEFAULT; OPPORTUNITY TO CURE. If any default under any term of this lease shall be made by either party, the other party shall give written notice of such default, and shall permit the defaulting party to cure such default for thirty (30) days following receipt of such written notice.

SECTION 26. COVENANT OF QUIET ENJOYMENT. Lessor covenants that Lessee, upon payment of the rent herein reserved and performance of the terms, conditions, and covenants herein contained with respect to Lessee, shall peacefully and quietly have, hold and enjoy the Premises during the term of this lease from the adverse claims by all persons, parties, or entities claiming through or as a result of Lessor.

SECTION 27. ENTIRE AGREEMENT; AMENDMENT. This lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, whether oral or written, between the parties. No modification or amendment of this lease will be binding upon any party hereto unless such is in writing, is expressly stated to be a modification of this lease and is signed by an authorized representative of each party.

SECTION 28. SUCCESSORS AND ASSIGNS; SEVERABILITY. This lease will inure to the benefit of and be binding upon the parties hereto and their

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CHICAGO REACH

PAGE 04/04

Dear Ms. Ervin,

In reviewing the newest lease we have noted that there are some discrepancies that need your attention. In particular, in section 2(i) the lease states that *"to the best of the Lessors Knowledge the Premises and all mechanical and operating systems located in the Premises are in good working condition, have all required licenses and certificates and have passed all inspections."* The 5/19/08 inspection of the sprinkler system conducted by your assigned contractor revealed multiple deficiencies that have not been corrected to date.

In section 2(ii) the lease reads *"To the best of the Lessors knowledge, Premises is in good condition and free of leaks."* As you are aware, there are multiple intermittently active leaks throughout the building including in the West hallways which has caused ceiling tile damage, the West dayroom which caused ceiling damage and damage to the light fixtures and a leak in the conference room. We have been made aware that these leaks are due to issues with both the roof and the gutters.

Lastly, section 2(iii) states *"Lessor is not aware of, and has not received any notice of, any structural or mechanical defect or any violation of any applicable legal requirement with respect to the Premises or any portion thereof, which defect or violation has not been fully addressed, and there are no outstanding building code violations or similar infractions with respect to the Premises."* There have been ongoing electrical problems that have resulted in your maintenance representative removing the exit sign from the north hallway and causing the inability of multiple exit signs throughout the facility to be illuminated as required by code. Additionally, the electrical issues have caused an ongoing failure of one of the fixtures in the North hallway which is an ongoing security hazard. You are in receipt of the electrical inspection conducted by our licensed electrician expressing multiple concerns. To date, we have not received any paperwork stating that these concerns had been addressed.

Each of these areas of concern are of a serious nature and we do not feel that executing a lease that is not reflective of such deficiencies is in the best interests of Chicago REACH. We will therefore, defer execution and enactment of this lease and the rental increase until the deficiencies are corrected to meet the terms currently stated in the lease.

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respective successors and assigns. If any phrase, clause or provision of this Lease is declared invalid or unenforceable by a court of competent jurisdiction, such phrase, clause or provision will be deemed severed from this lease, and will affect any other provisions of this lease, which will otherwise remain in full force and effect.

SECTION 29. CONFIDENTIALITY. The terms and conditions of this lease will remain confidential and will not be disclosed by either party to any other person or entity without prior written consent of the other party, unless such disclosure is required pursuant to applicable law or legal proceeding.

SECTION 30. HEADINGS. INTERPRETATION. Section headings and titles herein are for the convenience of the parties only and will not be construed as affecting the substantive provisions of this lease. Where used herein, the singular includes the plural and vice versa, and the masculine includes the feminine and neuter and vice versa, where the context so requires.

SECTION 31. COUNTERPARTS; FACSIMILE SIGNATURES. This lease may be executed in multiple counterparts, each of which will be deemed to be an original, and all such counterparts will constitute but one instrument. Documents signed by facsimile signature will be deemed to be of the same force and effect as an original of a manually signed copy.

SECTION 32. JOINT DRAFT. This Lease is the joint product of Lessor and Lessee. Each provision has been subject to the mutual consultation, negotiation and understanding of both parties, and will not be construed for or against either party, as the drafter or otherwise.

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

LESSOR:

Third Baptist Church of Chicago

BY

Printed Name: Mandell Hampton

Title: Chairman of Board of Trustees

LESSEE:

Chicago R.E.A.C.H. Foundation

BY [Signature]
Printed Name: MARK GIBBS

Title: COO

Signed 7/13/09

11/27/09 • A written state contract.

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EXHIBIT "A"

PARCEL 1:

THAT PART OF LOTS 14 TO 18, BOTH INCLUSIVE, IN EMIL KAISER'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 35 IN SUBDIVISION OF THAT PART LYING WESTERLY OF THE RIGHT OF WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD OF THE SOUTH 1/2 OF SECTION 5, TOWNSHIP 37 N, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE 54 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 5, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 16 TO 20, BOTH INCLUSIVE, (EXCEPT THAT PART OF SAID LOTS LYING SOUTH OF A LINE 54 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 5) IN ELMORE'S BEVERLY HILLS 2ND ADDITION, BEING A SUBDIVISION OF THE WEST 1/2 OF BLOCK 35 IN SUBDIVISION OF THAT PART WESTERLY OF THE RIGHT OF WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD OF THE SOUTH 1/2 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1 THROUGH 11 (EXCEPT THAT PART OF SAID LOTS LYING NORTH OF A LINE 54 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SECTION 8) IN DYER'S SUBDIVISION OF LOTS 101, 102, 103 AND 104, ALSO LOT 1, (EXCEPT THAT PORTION OF SAID LOT 1 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTHERLY ON THE EAST LINE OF SAID LOT 1, 82.5 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE WESTERLY ON THE SOUTH LINE OF SAID LOT 1, 200 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF THE SOUTH LINE OF WEST 95TH STREET; THENCE EAST TO THE PLACE OF BEGINNING) ALL IN BLOCK 4 IN HILLIARD AND DOBBIN'S FIRST ADDITION TO WASHINGTON HEIGHTS IN SECTION 7 AND 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE WEST 86.7 FEET OF LOTS 2 AND 3, ALL OF LOTS 96, 97, 98, 99 AND 100 (EXCEPT THAT PART OF LOTS 99 AND 100 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 100; THENCE NORTHEASTERLY 73.83 FEET ALONG THE NORTH LINE OF SAID LOT 100 TO A POINT THENCE SOUTH TO A POINT ON THE SOUTH LINE OF SAID LOT 100, 57.5 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 100; THENCE SOUTH TO A POINT ON THE SOUTH LINE OF SAID LOT 99, 39.57 FEET EAST OF THE SOUTHEAST CORNER OF SAID LOT 99; THENCE SOUTHWESTERLY TO THE SOUTHWEST CORNER OF SAID LOT 99; THENCE NORTHWESTERLY TO THE POINT OF BEGINNING) AND LOT 95 (EXCEPT THE SOUTH 12 1/2 FEET THEREOF) ALL IN BLOCK 4 IN HILLIARD AND DOBBINS FIRST ADDITION TO WASHINGTON HEIGHTS, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 7 AND THE NORTHWEST 1/4 OF SECTION 8, IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT "A" CONTINUED

PARCEL 5:

THE SOUTH 12 1/2 FEET OF LOT 95 AND THE NORTH 25 FEET OF LOT 94 IN BLOCK 4 IN HILLIARD AND DOBBINS FIRST ADDITION TO WASHINGTON HEIGHTS IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, AND THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOTS 91 AND 92 IN BLOCK 4 IN HILLIARD AND DOBBINS FIRST ADDITION TO WASHINGTON HEIGHTS IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, AND THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOTS 4 AND 5 IN BLOCK 4 IN HILLIARD AND DOBBINS FIRST ADDITION TO WASHINGTON HEIGHTS THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, AND THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOT 93 AND THE SOUTHERLY 1/2 OF LOT 94 IN BLOCK 4 IN HILLIARD AND DOBBINS FIRST ADDITION TO WASHINGTON HEIGHTS IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, AND THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

LOTS 2 AND 3 (EXCEPT THE WEST 86.7 FEET OF SAID LOTS) IN BLOCK 4 IN HILLIARD AND DOBBINS FIRST ADDITION TO WASHINGTON HEIGHTS IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, AND THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10: (ADDITIONAL LAND)

LOTS 1, 2, 3 AND 4 (EXCEPT THE EAST 20 FEET THEREOF) ALL IN BLOCK 1 IN E.L. BRAINARD'S RESUBDIVISION OF BLOCKS 1 TO 8, INCLUSIVE, AND BLOCK 11 IN W.C. COLES SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 (EXCEPT THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4) OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

25-05-325-036 (Affects Parcel 1) 25-05-325-035 (Affects Parcel 2) 25-08-101-001 (Affects part of Parcel 3)
 25-08-101-002 (Affects part of Parcel 3) 25-08-101-003 (Affects part of Parcel 3) 25-08-101-004 (Affects part of Parcel 3)
 25-08-101-005 (Affects part of Parcel 3) 25-08-101-006 (Affects part of Parcel 3) 25-08-101-007 (Affects part of Parcel 3)
 25-08-101-008 (Affects part of Parcel 3) 25-08-101-009 (Affects part of Parcel 3) 25-08-101-061 (Affects part of Parcel 3)
 25-08-101-010 (Affects part of Parcel 4) 25-08-101-011 (Affects part of Parcel 4) 25-08-101-012 (Affects part of Parcel 4)
 25-08-101-013 (Affects part of Parcel 4) 25-08-101-151 (Affects part of Parcel 4) 25-08-101-067 (Affects part of Parcel 7)
 25-08-101-068 (Affects part of Parcel 7) 25-08-101-152 (Affects Parcel 9) 25-08-101-015 (Affects Part of Parcel 4)
 25-08-101-016 (Affects Parcel 5) 25-08-101-018 (Affects Parcel 6) 25-08-101-017 (Affects Parcel 8)
 25-05-107-001 (Affects Lot 1 of Parcel 10) 25-05-107-002 (Affects Lot 2 of Parcel 10)
 25-05-107-003 (Affects Lot 3 of Parcel 10) 25-05-107-026 (Affects Lot 4 of Parcel 10)