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PART I

COVER SHEET

The terms listed below shall have the following meanings throughout this Lease:

DATE OF LEASE: April 21, 2009, the date on which the parties have signed this Lease.

LANDLORD: Avalon Development 3315, LLC

TENANT: Property Dynamics, LLC
3315 Algonquin Road, Suite 640
Rolling Meadows, IL 60008



TENANT'S NOTICE ADDRESS: (Same as above)

Doc#: 1123855032 Fee: \$198.0
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/26/2011 12:12 PM Pg: 1 of 37

MANAGING AGENT: 3315 Algonquin Rd. Ste 600
Rolling Meadows, IL 60008

MANAGING AGENT'S ADDRESS: (Same as above)

PREMISES: The area consisting of approximately 1125 rentable square feet located in Suite 640 on the floor of the Building as shown on Exhibit A attached.

BUILDING: The Building in which the Premises are located, with a street address of 3315 Algonquin Road, Rolling Meadows, Illinois 60008 and consisting of approximately 70,786 square feet.

PROPERTY: The Building, other improvements and land (the "Property"), a legal description of which is Exhibit B attached.

TENANT'S PERCENTAGE: 1.58% (1,125 RSF) (rentable square feet in the Premises divided by 70,786 rentable square feet in the Building).

JCS
Landlord's Initials

JAV
Tenant's Initials

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PERMITTED USES: Office purposes, and the following additional uses consistent with Paragraph 7.2 (if any):

TENANT IMPROVEMENTS: Shall be received in an "as is" condition.

SCHEDULED COMMENCEMENT DATE: May 1, 2009

SCHEDULED TERMINATION DATE: October 30, 2027

TERM: (18 1/2) Years, provided however that Tenant may terminate this lease at any time with 90 days prior written notice.

BASE RENT: Payable as follows:

Months	Rent Per Month	Annual Rent	Annual Rent * p.r.s.f.*
Free 6mo. 05/09-10/09	0	0	0
11/09 - 10/10	\$1,688.50	\$20,250.00	\$18.00
11/10 - 10/11	\$1,738.12	\$20,858.50	\$18.54
11/11 - 10/12	\$1,790.68	\$21,476.25	\$19.09
11/12 - 10/13	\$1,843.38	\$22,120.54	\$19.66
11/13 - 10/14	\$1,898.68	\$22,784.15	\$20.25
11/14 - 10/15	\$1,955.64	\$23,457.68	\$20.86
11/15 - 10/16	\$2,014.31	\$24,171.71	\$21.49
11/16 - 10/17	\$2,074.74	\$24,896.83	\$22.13
11/17 - 10/18	\$2,116.23	\$25,394.80	\$22.57
11/18 - 10/19	\$2,158.56	\$25,902.69	\$23.02
11/19 - 10/20	\$2,201.73	\$26,420.75	\$23.49
11/20 - 10/21	\$2,245.76	\$26,949.16	\$23.95
11/21 - 10/22	\$2,290.68	\$27,488.15	\$24.43
11/22 - 10/23	\$2,290.68	\$27,488.15	\$24.43
11/23 - 10/24	\$2,290.68	\$27,488.15	\$24.43
11/24 - 10/25	\$2,290.68	\$27,488.15	\$24.43
11/25 - 10/26	\$2,290.68	\$27,488.15	\$24.43
11/26 - 10/27	\$2,290.68	\$27,488.15	\$24.43

SECURITY DEPOSIT: (1/6th) the last terms Annual Rent (\$0.00) 00/100

ADDITIONAL ASSESSMENTS: Tenant shall pay their pro-rata share of any increase (above the base year) in the Common Area Maintenance and Real Estate Tax for each year of their Lease term using 2009 as the base year.

UTILITIES: Tenant shall pay \$1.92/s.f./year for electrical utility expense.

UNOFFICIAL COPY**PUBLIC LIABILITY****INSURANCE AMOUNT:** \$1,000,000. Combined Single Limit**BROKERS:** (Insert appropriate Brokers)**GUARANTORS:**JAV 5/6/09
JCS 5/6/09

TABLE OF CONTENTS OF STANDARD LEASE PROVISIONS

	Page
ARTICLE I: PREMISES	
1.1 Premises	6
1.2 Common Areas	6
ARTICLE II: TERM	
2.1 Commencement Without Tenant Improvements	6
2.2 Commencement With Tenant Improvements	7
ARTICLE III: RENT	
3.1 Base Rent	7
3.2 Additional Rent for Operating Expenses, Taxes, and Capital Costs	7
ARTICLE IV: DELIVERY OF PREMISES AND TENANT IMPROVEMENTS	
4.1 Condition of Premises	10
4.2 Delay in Possession	10
4.3 Delivery and Acceptance of Possession	10
4.4 Early Occupancy	10
ARTICLE V: ALTERATIONS AND TENANT'S PERSONAL PROPERTY	
5.1 Alterations	10
5.2 Tenant's Personal/ Property	11
ARTICLE VI: LANDLORD'S COVENANTS	
6.1 Services Provided by Landlord	12
6.2 Repairs and Maintenance	12
6.3 Quiet Enjoyment	13
6.4 Insurance	13
ARTICLE VII: TENANT'S COVENANTS	
7.1 Repairs, Maintenance and Surrender	13
7.2 Use	13
7.3 Assignment; Sublease	14

UNOFFICIAL COPY

7.4	Indemnity & Waiver of Claims	14
7.5	Tenant's Insurance	15
7.6	Payment of Taxes	15
7.7	Environmental Assurances	15
7.8	Americans With Disabilities Act	16

ARTICLE VIII: DEFAULT

8.1	Default	16
8.2	Remedies of Landlord and Calculation of Damages	17

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ARTICLE IX: CASUALTY AND EMINENT DOMAIN

9.1 Casualty 18

9.2 Eminent Domain 20

ARTICLE X:

RIGHTS OF PARTIES HOLDING SENIOR INTERESTS

10.1 Subordination 20

10.2 Mortgagee's Consent 20

ARTICLE XI: GENERAL

11.1 Representations by Tenant 21

11.2 Notices 21

11.3 No Waiver of Oral Modification 21

11.4 Severability 21

11.5 Requests by Tenant 21

11.6 Estoppel Certificate and Financial Statements 21

11.7 Waiver of Liability 22

11.8 Execution, Prior Agreements and No Representations 22

11.9 Brokers 22

11.10 Successors and Assigns 22

11.11 Applicable Law and Lease Interpretation 22

11.12 Costs of Collection, Enforcement and Disputes 22

11.13 Holdover 22

11.14 Force Majeure 23

11.15 Limitation on Liability 23

11.16 Notice of Landlord's Default 23

11.17 Lease not to be Recorded 23

11.18 Security Deposit 23

11.19 Consent 24

11.20 Guaranty of Lease 24

SIGNATURE PAGE 25

GLOSSARY 26

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PART II

STANDARD LEASE

PROVISIONS ARTICLE I: PREMISES

1.1 Premises

(a) **Demise of Premises.** This Lease (the "Lease") is made and entered into by and between Landlord and Tenant and shall become effective as of the Date of Lease. In consideration of the mutual covenants made herein, Landlord hereby Leases to Tenant, and Tenant hereby Leases from Landlord, the Premises, on all of the terms and conditions set forth in this Lease.

(b) **Relocation.** Landlord reserves the right to relocate the Premises to a space of comparable size of useful square footage within the Building by giving Tenant ninety day prior written notice of such intention to relocate; provided, however, that Landlord shall pay all reasonable costs of moving Tenant to such other space. The relocation expense will include phone and data cabling as per present space plan and like grade, layout and functionality.

(c) **Access to Premises.** Landlord shall have reasonable access to the Premises, at any time during the Term, to inspect Tenant's performance there under and to perform any acts required of or permitted to Landlord herein, including, without limitation, (i) the right to make any repairs or replacements Landlord deems necessary, (ii) the right to show the Premises to prospective purchasers and mortgagees, and (iii) during the last nine (9) months of the Term, the right to show the Premises to prospective Tenants. Landlord shall at all times have a key to the Premises, and Tenant shall not change any existing lock(s), nor install any additional lock(s) without Landlord's prior consent. Except in the case of an emergency, any entry into the Premises by Landlord shall be on reasonable twenty-four hour advance notice.

1.2 **Common Areas.** Tenant shall have the right to use, in common with other Tenants, the Building's common lobbies, corridors, stairways, and elevators necessary for access to the Premises, and the common walkways and driveways necessary for access to the Building, the common toilets, corridors and elevator lobbies of any multi-Tenant floor, and the parking areas for the Building ("Common Areas"). Tenant's use of the Building parking areas shall be on an unreserved, non-exclusive basis and solely for Tenant's employees and visitors. Landlord shall not be liable to Tenant, and this Lease shall not be affected, if any parking rights of Tenant there under are impaired by any law, ordinance or other governmental regulation imposed after the Date of Lease. If Landlord grants to any other Tenant the exclusive right to use any particular parking spaces, neither Tenant nor its visitors shall use such spaces. Use of the Common Areas shall be only upon the terms set forth at any time by Landlord. Landlord may at any time and in any manner make any changes, additions, improvements, repairs or replacements to the Common Areas that it considers desirable, provided that Landlord shall use reasonable efforts to minimize interference with Tenant's normal activities. Such actions of Landlord shall not constitute constructive eviction or give rise to any rent abatement or liability of Landlord to Tenant.

ARTICLE II: TERM

2.1 **Commencement Without Tenant Improvements.** If Landlord is not obligated to construct Tenant Improvements pursuant to Paragraph 4.1, the Term shall begin on the Scheduled Commencement Date and shall continue for the length of the Term, unless sooner terminated as provided in this Lease.

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- 2.2 Commencement With Tenant Improvements.** If Landlord is required to construct Tenant Improvements to the Premises pursuant to Paragraph 4.1, the Scheduled Commencement Date shall be only an estimate of the beginning of the Term of this Lease ("Commencement Date") and the actual Commencement Date shall be the first to occur of (i) the date the Premises are offered by Landlord for occupancy following completion (excluding minor punch list items) of the Tenant Improvements to be constructed by Landlord pursuant to Paragraph 4.1, as reasonably determined by Landlord, and any certificate or approval required by local governmental authority for occupancy of the Premises has been obtained, or (ii) the date Tenant enters into occupancy of the Premises.

If Landlord is obligated to construct Tenant Improvements pursuant to Paragraph 4.1, the dates upon which the Term shall commence and end shall be confirmed in Landlord's Notice of Lease Term Dates ("Notice"), substantially in the form attached as Exhibit C. Landlord shall deliver the Notice to Tenant after Landlord offers possession of the Premises to Tenant or Tenant enters into occupancy of the Premises. Tenant shall promptly return to Landlord a countersigned original of the Notice; provided that Landlord's failure to deliver the Notice shall not delay the Commencement Date.

ARTICLE III. RENT

3.1 Base Rent

- (a) **Payment of Base Rent.** Tenant shall pay the Base Rent each month in advance on the first day of each calendar month during the Term. If the Commencement Date is other than the first day of the month, Tenant shall pay a proportionate part of such monthly installment on the Commencement Date. An adjustment in the Base Rent for the last month of the Term shall be made if the Term does not end on the last day of the month. All payments shall be made to Managing Agent at Managing Agent's Address or to such other party or to such other place as Landlord may designate in writing, without prior demand and without abatement, deduction or offset. All charges to be paid by Tenant there under, other than Base Rent, shall be considered additional rent for the purposes of this Lease, and the words "Rent" or "Rents as used in this Lease shall mean both Base Rent and additional rent unless the context specifically or clearly indicates that only Base Rent is referenced.
- (b) **Late Payments.** Tenant acknowledges that the late payment by Tenant to Landlord of any rent or other sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of any such costs being extremely difficult and impracticable to ascertain. Therefore, if any rent or other sum due from Tenant is not received when due, the Landlord has the right (at its discretion) to assess the following as an additional sum due from Tenant as and/or a late charge: a) a sum equal to five percent (5%) of such overdue payment for any payments which are 5 days late; b) a sum equal to ten percent (10%) of such overdue payment for any payments which are 15-30/31 days overdue. Said late charge shall be due and payable by Tenant to Landlord upon demand. In addition to such late charge, all such delinquent rent or other sums due to Landlord, including the late charge, shall bear interest beginning on the date such payment was due at the then maximum lawful rate permitted to be charged by Landlord. The notice and cure period provided in Paragraph 8.1(a) does not apply to the foregoing late charges and interest. If payments of any kind are returned for insufficient funds, Tenant shall pay to Landlord an additional handling charge of \$50.00 per occurrence, due and payable upon demand.

3.2 Additional Rent for Operating Expenses, Taxes, and Capital Costs

- (a) **Additional Rent.** For each Comparison Year, Tenant shall pay to Landlord as Additional Rent the sum of (1) the difference between the Comparison Year

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Operating Expenses and the Base Year Operating Expenses, (2) the difference between the Comparison Year Taxes and the Base Year Taxes and (3) the Capital Costs, each times the Tenant's Percentage ("Tenant's Share of Expenses").

(b) **Definitions.** As used herein, the following terms shall have the following meanings:

(i) **Base Year. (Year prior to Lease Year)**

(ii) **Comparison Year.** Each calendar year of the Term after the Base Year.

(iii)

Lease Year. Each successive 12 month period following the Commencement Date

Operating Expenses. The total cost of operation of the Property, including, without limitation, (1) premiums and deductibles for insurance carried with respect to the Property; (2) all costs of supplies, materials, equipment, and utilities used in or related to the operation, maintenance, and repair of the Property or any part thereof (including utilities, unless the cost of any utilities is to be paid for separately by the Tenant pursuant to Paragraph 6.1 (b)); (3) all labor costs, including without limitation, salaries, wages, payroll and other taxes, unemployment insurance costs, and employee benefits; (4) all maintenance, management, janitorial, inspection, legal, accounting, and service agreement costs and fees related to the operation, maintenance, and repair of the Property or any part thereof, including, without limitation, service contracts with independent contractors. Any of the above services may be performed by Landlord or its affiliates, provided that fees for the performance of such services shall be reasonable and competitive with fees charged by unaffiliated entities for the performance of such services in comparable buildings in the area. Operating Expenses shall not include Taxes, leasing commissions; repair costs paid by insurance proceeds or by any Tenant or third party; the initial construction cost of the Building or any depreciation thereof; or acquisition cost, any debt service or costs related to sale or financing of the Property; any capital expenses (except those which normally would be regarded as operating, maintenance, or repair costs); Tenant improvements provided for any Tenant; or any special services rendered to Tenants (including Tenant) for which a separate charge is made.

(iv) **Taxes.** Any form of assessment, rental tax, real estate tax, license tax, business license tax, levy, charge, tax or similar imposition imposed by any authority having the power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, library, drainage, or other improvement or special assessment district, as against the Property or any part thereof or any legal or equitable interest of Landlord therein, or against Landlord by virtue of its interest therein, and any reasonable costs incurred by Landlord in any proceedings for abatement thereof, including, without limitation, attorneys' and consultants' fees, and regardless of whether any abatement is obtained. Landlord's income and franchise taxes are excluded from Taxes.

(v) **Base Year Taxes.** Taxes incurred during the Base Year.

(vi) **Comparison Year Taxes.** Taxes incurred during the Comparison Year.

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- (vii) **Capital Costs.** The annual cost of any capital improvements to the Property made by Landlord after the Base Year that are designed to increase safety, to reduce Operating Expenses, or to comply with any governmental law or regulation imposed after initial completion of the Building, amortized over such period as Landlord shall reasonably determine, together with a fixed annual interest rate equal to the Prime Rate plus 2% Landlord on the un-amortized balance. The Prime Rate shall be the prime rate published in the Wall Street Journal on the date the construction is completed.
- (c) **Estimate of Tenant's Share of Expenses.** Each Comparison Year, and from time to time as Landlord deems appropriate, Landlord shall give Tenant estimates for the new Comparison Year of Operating Expenses, Taxes, Capital Costs, needed for the safety or the economical efficacy of the property, and Tenant's Share of Expenses. Landlord shall make reasonable efforts to provide estimates for each Comparison Year no later than ninety (90) days after the beginning of said Comparison Year. Tenant shall pay one twelfth (1/12) of the estimated amount of Tenant's Share of Expenses with each monthly payment of Base Rent during the Comparison Year. Each Comparison Year, Landlord shall give Tenant a statement (the "Share of Expenses Statement") showing the Operating Expenses, Taxes, and Capital Costs for the prior Comparison Year, a calculation of Tenant's Share of Expenses due for the prior Comparison Year and a summary of amounts already paid by Tenant for the prior Comparison Year. Landlord shall make reasonable efforts to provide the Share of Expenses Statement within one hundred and twenty (120) days after the end of the prior Comparison Year. Any underpayment by Tenant shall be paid to Landlord within thirty (30) days after delivery of the Share of Expenses Statement, any overpayment shall be credited against the next installment of Base Rent due, provided that any overpayment shall be paid to Tenant within thirty (30) days if the Term has ended. No delay by Landlord in providing any Share of Expenses Statement shall be deemed a waiver of Tenant's obligation to pay Tenant's Share of Expenses. Notwithstanding anything contained in this paragraph, the total rent payable by Tenant shall in no event be less than the Base Rent.
- (d) **Partial Year Calculation.**
- (i) **First Comparison Year.** In the event the Term did not commence on January 1st of the Base Year, Tenant's Share of Expenses for the first Comparison Year will be proportionately reduced for the portion of the first Lease Year falling in the first Comparison Year. In this case, Tenant shall pay Landlord Tenant's Share of Expenses multiplied by a fraction whose numerator equals the number of days between the Commencement Date and December 31 and whose denominator equals 365. (For example, if the Commencement Date is September 1 in the Base Year, Tenant shall pay in the first Comparison Year Tenant's Share of Expenses times 122/365.) In the event the Term commenced on January 1 of the Base Year, Tenant shall pay Landlord in the first Comparison Year Tenant's Share of Expenses.
- (ii) **Last Comparison Year.** In the event the Term does not expire on December 31st of the last Comparison Year, Tenant's Share of Expenses shall be proportionately reduced for the portion of the last Comparison Year falling outside of the Term. In this case, Tenant shall pay to Landlord the Tenant's Share of

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Expenses multiplied by a fraction whose numerator equals the number of days between January 1st and the Lease expiration date and whose denominator equals 365. (For example, if the Lease expiration date is August 31st in the last Comparison Year, Tenant shall pay in the last Comparison Year the Tenant's Share of Expenses times 244/365.)

ARTICLE IV: DELIVERY OF PREMISES AND TENANT IMPROVEMENTS

- 4.1 Condition of Premises.** Landlord shall deliver the Premises to Tenant in its "as is" condition unless Landlord is required to construct Tenant improvements pursuant to and in accordance with the terms set forth in Exhibit D of this Lease ("Tenant Improvements"). If Landlord is required to construct Tenant Improvements, such Tenant Improvements shall become and remain the property of the Landlord.
- 4.2 Delay in Possession.** If Landlord is required to construct Tenant Improvements pursuant to Paragraph 4.1, and Landlord is unable to deliver possession of the Premises to Tenant on or before the Commencement Date for any reason whatsoever, Landlord shall not be liable to Tenant for any loss or damage resulting therefrom and this Lease shall continue in full force and effect; provided, however, that if Landlord shall not deliver the Premises within one hundred and eighty (180) days after the Commencement Date and the reasons for such delay are under the control of Landlord, then Tenant may cancel this Lease by notice in writing to Landlord within ten (10) days thereafter.
- 4.3 Delivery and Acceptance of Possession.** Tenant shall accept possession and enter in good faith occupancy of the entire Premises and commence the operation of its business therein within thirty (30) days after the Commencement Date. Tenant's taking possession of any part of the Premises shall be deemed to be an acceptance and an acknowledgment by Tenant that (i) Tenant has had an opportunity to conduct, and has conducted, such inspections of the Premises as it deems necessary to evaluate its condition, (ii) except as otherwise specifically provided herein, Tenant accepts possession of the Premises in its then existing condition, "as is", including all patent and latent defects, (iii) Tenant Improvements have been completed in accordance with the terms of this Lease, except for defects of which Tenant has given Landlord written notice prior to the time Tenant takes possession, and (iv) neither Landlord, nor any of Landlord's agents, has made any oral or written representations or warranties with respect to such matters other than as set forth in this Lease.
- 4.4 Early Occupancy.** If Landlord agrees in writing to allow Tenant or its contractors to enter the Premises prior to the Commencement Date, Tenant (and its contractors) shall do so upon all of the provisions of this Lease (including Tenant's obligations regarding indemnity and insurance), for Tenant's contractors, except those provisions regarding Tenant's obligation to pay Base Rent, which obligation shall commence on the Commencement Date.

ARTICLE V: ALTERATIONS AND TENANT'S PERSONAL PROPERTY

5.1 Alterations

- (a) **Landlord's Consent.** Tenant shall not make any alterations, additions, installations, substitutes or improvements ("Alterations") in and to the Premises without first obtaining Landlord's written consent. Landlord shall not unreasonably withhold or delay its consent; provided, however, that Landlord shall have no obligation to consent to Alterations of a structural nature or Alterations that would violate the certificate of occupancy for the Premises or any applicable law, code or ordinance or the terms of any superior Lease or mortgage affecting the Property. No consent given by Landlord shall be deemed as a representation or warranty that such Alterations comply with laws, regulations and rules applicable to the Property ("Laws"). Tenant shall pay Landlord's reasonable costs of

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reviewing or inspecting any proposed Alterations and any other costs that may be incurred by Landlord as a result of such Alterations.

- (b) **Workmanship.** All Alterations, if done by Tenant within the Tenant space and with reasonable notice, shall be done at reasonable times in a workmanlike manner, by contractors approved by Landlord, and according to plans and specifications previously approved by Landlord. All work shall be done in compliance with all Laws, and with all regulations of the Board of Fire Underwriters or any similar insurance body or bodies. Tenant shall be solely responsible for the effect of any Alterations on the Building's structure and systems, notwithstanding that Landlord has consented to the Alterations, and shall reimburse Landlord on demand for any costs incurred by Landlord by reason of any faulty work done by Tenant or its contractors. Upon completion of Alterations, Tenant shall provide Landlord with a complete set of "as built" plans.

Tenant shall be required to obtain proof of insurance from all contractors and/or sub-contractors performing work within Tenant's premises. Said contractors and sub-contractors shall provide a Certificate of Insurance to the Landlord which certificate shall specifically name the Landlord, the Landlord's Managing Agent and the Tenant as additional insured.

- (c) **Mechanics and Other Liens.** Tenant shall keep the Property and Tenant's Leasehold interest therein free of any liens or claims of liens, and shall discharge any such liens within ten (10) days of their filing. Before commencement of any work, Tenant's contractor shall provide payment, performance and lien indemnity bonds required by Landlord, and Tenant shall provide evidence of such insurance as Landlord may require, naming Landlord and Managing Agent as additional insured. Tenant shall indemnify Landlord and hold it harmless from and against any cost, claim or liability arising from any work done by or at the direction of Tenant.

- (d) **Removal of Alterations.** All Alterations affixed to the Premises shall become part thereof and remain therein at the end of the Term. However, if Landlord gives Tenant notice, at least thirty (30) days before the end of the Term, to remove any Alterations, Tenant shall remove the Alterations, make any repair required by such removal, and restore the Premises to its original condition.

5.2 Tenant's Personal Property

- (a) **In General.** Tenant may provide and install, and shall maintain in good condition, all trade fixtures, personal property, equipment, furniture and moveable partitions required in the conduct of its business in the Premises. All of Tenant's personal property, trade fixtures, equipment, furniture, movable partitions, and any Alterations not affixed to the Premises shall remain Tenant's property.
- (b) **Landlord's Lien.** Tenant hereby pledges and conveys to Landlord a security interest ("Landlord's Lien") in all of Tenant's property as collateral security for the full and prompt payment of Base Rent and any additional rent as and when due and the full and faithful performance of Tenant's covenants herein contained. Upon Landlord's request, Tenant will execute and deliver financing statements and other documents reasonably required by Landlord to perfect Landlord's Lien. Tenant also agrees that Landlord's Lien may be enforced by distress sale, foreclosure, or by any other method, and that any and all costs incurred by Landlord by enforcement of this Landlord's Lien shall be payable to Landlord by Tenant. Tenant may not remove Tenant's property from the Premises prior to the end of the Term without Landlord's prior written consent.
- (c) **Payment of Taxes.** Tenant shall pay before delinquency, all taxes levied against Tenant's personal property or trade fixtures in the Premises and any Alterations installed by or on behalf of Tenant. If any such taxes are levied against Landlord or its property, or if the

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assessed value of the Premises is increased by the inclusion of a value placed on Tenant's property, Landlord may pay such taxes, and Tenant shall upon demand repay to Landlord the portion of such taxes resulting from such increase.

ARTICLE VI: LANDLORD'S COVENANTS

6.1 Services Provided by Landlord

- (a) **Services.** Landlord shall provide services, utilities, facilities and supplies equal in quality to those customarily provided by Landlords in buildings of a similar design in the area in which the Property is located, including weekday janitorial service, including daily trash removal and vacuum carpeting. Landlord shall provide reasonable additional Building operation services upon reasonable advance request of Tenant at reasonable rates from time to time established by Landlord. Landlord shall furnish space heating and cooling as normal seasonal changes may require to provide reasonably comfortable space temperature and ventilation for occupants of the Premises under normal business operation, daily from 8:00 a.m. to 6:00 p.m. (Saturdays from 9:00 a.m. to 1:00 p.m.), Sundays and legal state holidays excepted. If Tenant shall require space heating or cooling outside the hours and days above specified, Landlord shall provide service (including reasonable costs and management expenses) in accordance with any advance notice requirements established from time to time by Landlord. Landlord shall provide the services described in this Paragraph 6.1(a) and Tenant shall pay for such services as set forth in Paragraph 3.2.
- (b) **Separately Metered Utilities.** The Premises will not be separately metered or sub-metered as of the Commencement Date, and the costs of utilities shall be separately invoiced to the Tenant on a monthly basis at **\$1.92/s.f./year** of the rentable area. The common area utilities are included as part of an Operating Expense. If Landlord has reason to believe that Tenant is using a disproportionate share of any utility, Landlord may, at Landlord's election, and at Landlord's expense, conduct an engineering audit to estimate Tenant's actual use. If such audit determines that Tenant is using more than its proportionate share of any utility, Tenant shall reimburse Landlord for the cost of the audit and Tenant shall pay for any use above its proportionate share as additional rent.
- (c) **Graphics and Signs.** Landlord shall provide identification of Tenant's name and suite numerals at the main entrance door to the Premises in a design and style as determined by the Landlord and/or building standards. All signs, notices, graphics and decorations of every kind or character which are visible in or from the Common Areas or the exterior of the Premises shall be subject to Landlord's prior written approval, which Landlord shall have the right to withhold in its absolute and sole discretion.
- (d) **Right to Cease Providing Services.** In case of Force Majeure or in connection with any repairs, alterations or additions to the Property or the Premises, or any other acts required of or permitted to Landlord herein, Landlord may reduce or suspend service of the Buildings utilities, facilities or supplies, provided that Landlord shall use reasonable diligence to restore such services, facilities or supplies as soon as possible. No such reduction or suspension shall constitute an actual or constructive eviction or disturbance of Tenant's use or possession of the Premises.

6.2 Repairs and Maintenance. Landlord shall repair and maintain (i) the Common Areas, (ii) the structural portions of the Building, (iii) the exterior walls of the Building (including exterior windows and glazing), (iv) the roof, and (v) the basic plumbing, electrical, mechanical and heating, ventilating and air-conditioning systems serving the Premises, in the manner and to the extent customarily provided by Landlords in similar buildings in the area. Tenant shall pay for such repairs as set forth in Paragraph 3.2. If any maintenance, repair or replacement is required because of any act, omission or neglect of duty by Tenant or its agents, employees, invitees or contractors, the cost thereof shall be paid by Tenant to Landlord as additional rent within thirty (30) days after billing.

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- 6.3 Quiet Enjoyment.** Upon Tenant's paying the rent and performing its other obligations, Landlord shall permit Tenant to peacefully and quietly hold and enjoy the Premises, subject to the provisions of this Lease.
- 6.4 Insurance.** Landlord shall insure the Property, including the Building and Tenant Improvements and approved Alterations, if any, against damage by fire and standard extended coverage perils, and shall carry public liability insurance; all in such reasonable amounts as would be carried by a prudent owner of a similar building in the area. Landlord may carry any other forms of insurance as it or its mortgagee may deem advisable. Insurance obtained by Landlord shall not be in lieu of any insurance required to be maintained by Tenant. Landlord shall not carry any insurance on Tenant's Property, and shall not be obligated to repair or replace any of Tenant's Property.

ARTICLE VII: TENANT'S COVENANTS

7.1 Repairs, Maintenance and Surrender

- (a) **Repairs and Maintenance.** Tenant shall keep the Premises in good order and condition, and shall promptly repair any damage to the Premises excluding glass in exterior walls. Tenant shall also repair any damage to the rest of the Property, including glass in exterior walls, if such damage is attributable to Tenant's negligence or misuse caused by Tenant or its agents, employees, or invitees, licensees or independent contractors. All repairs shall be made in a workmanlike manner and any replacements or substitutions shall be of quality, utility, value and condition similar to or better than the replaced or substituted item.
- (b) **Surrender.** At the end of the Term, Tenant shall peaceably surrender the Premises in good order, repair and condition, except for reasonable wear and tear, and Tenant shall remove Tenant's Property and (if required by Landlord) any Alterations, repairing any damage caused by such removal and restoring the Premises and leaving them clean and neat. Any property not so removed shall be deemed abandoned and may be retained by Landlord or may be removed and disposed of by Landlord in such manner as Landlord shall determine. Tenant shall be responsible for costs and expenses incurred by Landlord in removing any Alterations and disposing any such abandoned property, making any incidental repairs and replacements to the Premises, and restoring the Premises to its original conditions.

7.2 Use

- (a) **General Use.** Tenant shall use the Premises only for the Permitted Uses, and shall not use or permit the Premises to be used in violation of any law or ordinance or of any certificate of occupancy issued for the Building or the Premises, or of the Rules and Regulations. Tenant shall not cause, maintain or permit any nuisance in, on or about the Property, or commit or allow any waste in or upon the Property. Tenant shall not use utility services in excess of amounts reasonably determined by Landlord to be within the normal range of demand for the Permitted Uses.
- (b) **Obstructions and Exterior Displays.** Tenant shall not obstruct any of the Common Areas or any portion of the Property outside the Premises, and shall not, except as otherwise previously approved by Landlord, place or permit any signs, decorations, curtains, blinds, shades, awnings, aerals or flagpoles, or the like, that may be visible from outside the Premises. If Landlord designates a standard window covering for use throughout the Building, Tenant shall use this standard window covering to cover all windows in the Premises.

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- (c) **Floor Load.** Tenant shall not place a load upon the floor of the Premises exceeding the load per square foot such floor was designed to carry, as determined by applicable building code.
- (d) **Compliance with Insurance Policies.** Tenant shall not keep or use any article in the Premises, or permit any activity therein, which is prohibited by any insurance policy covering the Building, or would result in an increase in the premiums there under.
- (e) **Rules and Regulations.** Tenant shall observe and comply with the rules and regulations attached as Exhibit E (the "Rules and Regulations"), and all modifications thereto as made by Landlord and put into effect from time to time. Landlord shall not be responsible to Tenant for the violation or non-performance by any other Tenant or occupant of the Building of the Rules and Regulations.
- 7.3 Assignment / Sublease.** Tenant shall not assign its rights under this Lease nor sublet the whole or any part of the Premises without Landlord's prior written consent. In the event that Landlord grants such consent, Tenant shall remain primarily liable to Landlord for the payment of all rent and for the full performance of the obligations under this Lease and any excess rents collected by Tenant shall be paid to Landlord. Any assignment or subletting which does not conform to this Paragraph 7.3 shall be void and a default thereunder.
- 7.4 Indemnities and Waiver of Claims**
- (a) **Indemnity.** Tenant, at its expense, shall defend (with counsel satisfactory to Landlord), indemnify and hold harmless Landlord and its agents, employees, invitees, licensees and contractors from and against any cost, claim, action liability or damage of any kind arising from (i) Tenant's use and occupancy of the Premises or the Property or any activity done or permitted by Tenant in, on, or about the Premises or the Property, (ii) any breach or default by Tenant of its obligations under this Lease, or (iii) any negligent, tortuous, or illegal act or omission of Tenant, its agents, employees, invitees, licensees or contractors. Landlord shall not be liable to Tenant or any other person or entity for any damages arising from any act or omission of any other Tenant of the Building. The obligations of Tenant in this Paragraph shall survive the expiration or termination of this Lease.
- (b) **Waiver of Claims.** To the extent permitted by law, the Tenant releases the Landlord, its beneficiaries, Owner and Owner's partners and their respective agents and servants from, and waives all claims for damage to person or property sustained by the Tenant or any occupant of the Building or premises resulting from the Building or premises or any part of either or any equipment or appurtenance becoming out of repair, or resulting from any accident in or about the Building, or resulting directly or indirectly from any act or neglect of any Tenant or occupant of the Building or of any other person, including Landlord's agents and servants. This Section 7.4 shall apply especially, but not exclusively, to the flooding of basements or other subsurface areas, and to damage caused by refrigerators, sprinkling devices, air-conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, 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 the Landlord or of other Tenants, occupants or servants in the Building or of any other person, and whether such damage be caused or result from any thing or circumstances above mentioned or referred to, or any other thing or circumstances whether of a like nature or of a wholly different nature. If any such damage, whether to the demised premises or to the Building or any part thereof, or whether to the Landlord or to other Tenants in the Building, results from any act or neglect of the Tenant, its employees, agents, invitees and customers, the Tenant shall be liable therefore and the Landlord may, at the Landlord's option, repair such damage and the Tenant shall, upon demand by Landlord, reimburse the Landlord forthwith for the total cost of such repairs. The Tenant shall not be liable for any damage caused by its act or neglect if the Landlord or a Tenant has recovered the full amount of the damage from insurance and the insurance company has waived its right of subrogation against the Tenant. All property belonging to the Tenant or any

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occupant of the premises that is in the Building or the premises shall be there at the risk of the Tenant or other person only, and the Landlord shall not be liable for damages thereto or theft or misappropriation thereof.

- 7.5 Tenant's Insurance.** Tenant shall maintain with responsible insurance companies qualified to do business, in good standing in the State of Illinois and otherwise acceptable to Landlord and at its sole expense the following insurance: (i) comprehensive general liability insurance covering the Premises insuring Landlord as well as Tenant with limits which shall, at the commencement of the Term, be at least equal to the Public Liability Insurance Amount and from time to time during the Term shall be for such higher limits, if any, as are customarily carried in the area in which the Premises are located with respect to similar properties, (ii) workers' compensation insurance with statutory limits covering all of Tenant's employees working in the Premises, (iii) property insurance insuring Tenant's Property for the full replacement value of such items and (iv) business interruption insurance. There shall be no deductible for liability policies and a deductible not greater than \$5,000 for property insurance policies. Tenant shall deposit promptly with Landlord and Landlord's Managing Agent certificates for such insurance, and all renewals thereof, bearing the endorsement that the policies will not be canceled until after thirty (30) days' written notice to Landlord and stating that the Landlord and the Landlord's Managing Agent are specifically named as additional insured under Tenant's insurance. All policies shall be taken out with insured with a rating of A-IX by Best's and otherwise acceptable to Landlord.
- 7.6 Payment of Taxes.** If at any time during the Term, any political subdivision of the state in which the Property is located, or any other governmental authority, levies or assesses against Landlord a tax or excise on rents or other tax (excluding income tax), however described, including but not limited to assessments, charges or fees required to be paid, by way of substitution for or as a supplement to real estate taxes, or any other tax on rent or profits in substitution for or as a supplement to a tax levied against the Property, Building or Landlord's personal property, then Tenant will pay to Landlord as additional rent its proportionate share based on Tenant's Percentage of said tax or excise.
- 7.7 Environmental Assurances**
- (a) **Covenants**
- (i) Tenant shall not cause any Hazardous Materials to be used, generated, stored or disposed of on, under or about, or transported to or from, the Premises unless the same is specifically approved in advance by Landlord in writing other than small quantities of retail, household, and office chemicals customarily sold over-the-counter to the public and which are related to Tenant's Permitted Uses.
 - (ii) Tenant shall comply with all obligations imposed by Environmental Laws, and all other restrictions and regulations upon the use, generation, storage or disposal of Hazardous Materials at, to or from the Premises.
 - (iii) Tenant shall deliver promptly to Landlord true and complete copies of all notices received by Tenant from any governmental authority with respect to the use, generation, storage or disposal by Tenant of Hazardous Materials at, to or from the Premises and shall immediately notify Landlord both by telephone and in writing of any unauthorized discharge of Hazardous Materials or of any condition that poses an imminent hazard to the Property, the public or the environment.
 - (iv) Tenant shall complete fully, truthfully and promptly any questionnaires sent by Landlord with respect to Tenant's use of the Premises and its use, generation, storage and disposal of Hazardous Materials at, to or from the Premises.

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- (v) Tenant shall permit entry onto the Premises by Landlord or Landlord's representatives at any reasonable time to verify and monitor Tenant's compliance with its covenants set forth in this Paragraph and to perform other environmental inspections of the Premises upon prior notice of 24 hours.
 - (vi) If Landlord conducts any environmental inspections because it has reason to believe that Tenant's activities have or are likely to result in a violation of Environmental Laws or a release of Hazardous Materials on the Property, then Tenant shall pay to Landlord, as additional rent, the costs incurred by Landlord for such inspections.
 - (vii) Tenant shall cease immediately upon notice from Landlord any activity which violates or creates a risk of violation of any Environmental Laws.
 - (viii) After notice to and approval by Landlord, Tenant shall promptly remove, clean-up, dispose of or otherwise remediate, in accordance with Environmental Laws and good commercial practice, any Hazardous Materials on, under or about the Property resulting from Tenant's activities on the Property.
- (b) **Indemnification.** Tenant shall indemnify, defend with counsel acceptable to Landlord and hold Landlord harmless from and against any claims, damages, costs, liabilities or losses (including, without limitation, any decrease in the value of the Property, loss or restriction of any area of the Property, and adverse impact of the marketability of the Property or Premises) arising out of Tenant's use, generation, storage or disposal of Hazardous Materials at, to or from the Premises.
 - (c) **Definitions.** Hazardous Materials shall include but not be limited to substances defined as "hazardous substances", "toxic substances", or "hazardous wastes" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended; those substances defined as "hazardous substances", "materials", or "wastes" under the law of the state in which the Premises are located; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws ("Environmental Laws"); materials containing asbestos or urea formaldehyde; gasoline and other petroleum products; flammable explosives; radon and other natural gases; and radioactive materials.
 - (d) **Survival.** The obligations of Tenant in this Paragraph shall survive the expiration or termination of this Lease.

7.8 Americans With Disabilities Act. Tenant shall comply with the Americans with Disabilities Act of 1990 ("ADA") and the regulations promulgated thereunder. Tenant hereby expressly assumes all responsibility for compliance with the ADA relating to the Premises and the activities conducted by Tenant within the Premises. Any Alterations to the Premises made by Tenant for the purpose of complying with the ADA or which otherwise require compliance with the ADA shall be done in accordance with this Lease; provided, that Landlord's consent to such Alterations shall not constitute either Landlord's assumption, in whole or in part, of Tenant's responsibility for compliance with the ADA, or representation or confirmation by Landlord that such Alterations comply with the provisions of the ADA and local law.

ARTICLE VIII: DEFAULT

8.1 Defaults

The occurrence of any one or more of the following events shall constitute a default thereunder by Tenant:

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- (a) The failure by Tenant to make any payment of Base Rent or additional rent or any other payment required thereunder, as and when due, where such failure shall continue for a period of five (5) days after written notice thereof from Landlord to Tenant; provided, that Landlord shall not be required to provide such notice more than twice during the Term with respect to non-payment of Rent, the third such non-payment constituting a default without requirement of notice;
- (b) The vacating or abandonment of the Premises. Tenant shall be deemed to have abandoned the Premises if the Premises remain substantially vacant or unoccupied for a period of ten (10) days, if Tenant is in default of rent.
- (c) The failure by Tenant to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Tenant, other than as specified in clauses (a) and (b) above, where such failure shall continue for a period of more than thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period, diligently prosecutes such cure to completion, and completes such cure no later than sixty (60) days from the date of such notice from Landlord;
- (d) The failure by Tenant, Guarantor (if any), or any present or future Guarantor of all or any portion of Tenant's obligations under this Lease to pay its debts as they become due, or Tenant or any such Guarantor (if any) becoming insolvent, filing or having filed against it a petition under any chapter of the United States Bankruptcy Code, 11 U.S.C. Paragraph 101 et seq. (or any similar petition under any insolvency law of any jurisdiction) and such petition is not dismissed within sixty (60) days thereafter, proposing any dissolution, liquidation, composition, financial reorganization or re-capitalization with creditors, making an assignment or trust mortgage for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession With respect to any property or business of Tenant or Guarantor (if any); or
- (e) If the Leasehold estate under this Lease or any substantial part of the property or assets of Tenant or of Guarantor of this Leasehold is taken by execution, or by other process of law, or is attached or subjected to any involuntary encumbrance if such attachment or other seizure remains undismissed or undischarged for a period of ten business (10) days after the levy thereof.

8.2 Remedies of Landlord and Calculation of Damages

- (a) **Remedies.** In the event of any default by Tenant, whether or not the Term shall have begun, in addition to any other remedies available to Landlord at law or in equity, Landlord may, at its option and without further notice exercise any or all of the following remedies:
 - (i) Terminate the Lease and upon notice to Tenant of termination of the Lease all rights of Tenant thereunder shall thereupon come to an end as fully and completely as if the date such notice is given were the date originally fixed for the expiration of the Term, and Tenant shall then quit and surrender the Premises to Landlord and Landlord shall have the right, without judicial process, to re-enter the Premises. No such expiration or termination of the Lease shall relieve Tenant of its liability and obligation under the Lease.

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- (ii) Enter the Premises and cure any default by Tenant and in so doing, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord, and all incidental costs and expenses, including reasonable attorneys' fees, shall be considered additional rent under this Lease and shall be payable to Landlord immediately on demand, together with interest from the date of demand to the date of payment at the maximum lawful rate permitted to be charged by Landlord.
- (b) **Calculation of Damages.** If this Lease is terminated as provided in Paragraph 8.2 or otherwise, Tenant, until the end of the Term, or what would have been such Term in the absence of any such event, shall be liable to Landlord, as damages for Tenant's default, for the amount of the Base Rent and all additional rent and other charges which would be payable under this Lease by Tenant if this Lease were still in effect, less the net proceeds of any reletting of the Premises actually collected by Landlord after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage and management or Lease commissions, operating expenses, legal expenses, reasonable attorneys' fees, alteration costs and expenses of preparation of the Premises for such reletting. Tenant shall pay such damages to Landlord monthly on the days on which the Base Rent would have been payable as if this Lease were still in effect, and Landlord shall be entitled to recover from Tenant such damages monthly as the same shall arise. In lieu of the foregoing computation of damages, Landlord may elect, at its sole option, to receive liquidated damages in one payment equal to the total amount of Base Rent and additional rent reserved in this Lease from the date of default to the date of expiration of the Term discounted at a fixed annual interest rate equal to the Prime Rate plus 2%. The Prime Rate shall be the prime rate published in the Wall Street Journal on the date of Landlord's election to accelerate the rents thereunder. Whether or not the Lease is terminated, Landlord shall in no way be responsible or liable for any failure to relet the Premises or for any failure to collect any rent upon such reletting.
- (c) **No Limitations.** Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be provided, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.
- (d) **Cumulative Remedies.** Landlord's remedies under this Lease are cumulative and not exclusive of any other remedies to which Landlord may be entitled in case of Tenant's default or threatened default under this Lease, including, without limitation, the remedies of injunction and specific performance.

9.1 ARTICLE IX: CASUALTY AND EMINENT DOMAIN

Casualty

- (a) **Casualty in General** If during the Term, the Premises, the Building or the Lot, are wholly or partially damaged or destroyed by fire or other casualty, and the casualty renders the Premises totally or partially inaccessible or unusable by Tenant in the ordinary conduct of Tenant's business, then Landlord shall, within thirty (30) days of the date of the damage, give Tenant a notice ("Damage Notice") stating whether, according to Landlord's good faith estimate, the damage can be repaired within one hundred eighty (180) days from the date of damage ("Repair Period"), without the payment of overtime or other premiums. The parties' rights and obligations shall then be governed according to whether the casualty is an Insured Casualty or an Uninsured Casualty as set forth in the following Paragraphs.

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- (b) **Insured Casualty.** If the casualty results from a risk, the loss to Landlord from which is fully covered by insurance maintained by Landlord or for Landlord's benefit (except for any deductible amount), it shall be an "Insured Casualty" and governed by this Paragraph 9.1 (b). In such event, if the Damage Notice states that the repairs can be completed within the Repair Period without the payment of overtime or other premiums, then Landlord shall promptly proceed to make the repairs, this Lease shall remain in full force and effect, and Base Rent shall be reduced, during the period between the casualty and completion of the repairs, in proportion to the portion of the Premises that is inaccessible or unusable during that period and which is, in fact, not utilized by Tenant. Base Rent shall abate by reason of any portion of the Premises being unusable or inaccessible for a period of five (5) business days or less. If the Damage Notice states that the repairs cannot, in Landlord's estimate, be completed within the Repair Period without the payment of overtime or other premiums, then either party may, terminate this Lease by written notice given to the other within thirty (30) days after the giving of the Damage Notice. If either party elects to terminate this Lease, the Lease shall terminate as of the date of the occurrence of such damage or destruction and Tenant shall vacate the Premises five (5) business days from the date of the written notice terminating the Lease. If neither party so terminates, then this Lease shall remain in effect, Landlord shall make repairs, and Base Rent shall be abated as set forth above during the period when the Premises is inaccessible or unusable and is not used by Tenant.
- (c) **Uninsured Casualty.** If the casualty is not an Insured Casualty as set forth in the previous Paragraph, it shall be an "Uninsured Casualty" governed by this Paragraph 9.1(c). In such event, if the Damage Notice states that the repairs can be completed within the Repair Period without the payment of overtime or other premiums, Landlord may elect, by written notice given to Tenant within thirty (30) days after the Damage Notice, to make the repairs, in which event this Lease shall remain in effect and Base Rent shall be abated as set forth above. If Landlord does not so elect to make the repairs, or if the Damage Notice states that the repairs cannot be made within the Repair Period, this Lease shall terminate as of the date of the casualty and Tenant shall vacate the Premises five (5) business days from the date of Landlord's written notice to Tenant terminating the Lease.
- (d) **Casualty within Final Six Months of Term.** Notwithstanding anything to the contrary contained in this Paragraph 9.1, if the Premises or the Building is wholly or partially damaged or destroyed within the final six (6) months of the Term of this Lease, Landlord shall not be required to repair such casualty and either Landlord or Tenant may elect to terminate this Lease.
- (e) **Tenant Improvements and Alterations.** If Landlord elects to repair after a casualty in accordance with this Paragraph 9.1, Landlord shall cause Tenant Improvements and Alterations which Landlord has approved, to be repaired and restored at Landlord's sole expense. Landlord shall have no responsibility for any personal property placed or kept in or on the Premises or the Building by Tenant or Tenant's agents, employees, invitees or contractors and Landlord shall not be required to repair any damage to, or make any repairs to or replacements of, Tenant's personal property. Unless such damage is caused by Landlord or their representatives.
- (f) **Exclusive Remedy.** This Paragraph 9.1 shall be Tenant's sole and exclusive remedy in the event of damage or destruction to the Premises or the Building. No damages, compensation or claim shall be payable by Landlord for any inconvenience, any interruption or cessation of Tenant's business, or any annoyance, arising from any damage to or destruction of all or any portion of the Premises or the Building.

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- (g) **Waiver of Subrogation.** Landlord and Tenant shall use reasonable efforts to cause each insurance policy obtained by each of them to provide that the insurer waives all right of recovery by way of subrogation against either Landlord or Tenant in connection with any loss or damage covered by such policy.

9.2 Eminent Domain

- (a) **Eminent Domain in General.** If the whole of the Premises, or so much of the Premises as to render the balance unusable by Tenant, shall be taken or appropriated under the power of eminent domain or condemnation (a "Taking"), either Landlord or Tenant may terminate this Lease and the termination date shall be the date of the Order of Taking, or the date possession is taken by the Taking authority, whichever is earlier. If any part of the Property is the subject of a Taking and such Taking materially affects the normal operation of the Building or Common Areas, Landlord may elect to terminate this Lease. A sale by Landlord under threat of a Taking shall constitute a Taking for the purpose of this Paragraph 9.2. No award for any partial or entire Taking shall be apportioned. Landlord shall receive (subject to the rights of Landlord's mortgagees) and Tenant hereby assigns to Landlord any award which may be made and any other proceeds in connection with such Taking, together with all rights of Tenant to such award or proceeds, including, without limitation, any award or compensation for the value of all or any part of the Leasehold estate; provided that nothing contained in this Paragraph 9.2(a) shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any separate award made to Tenant for (i) the taking of Tenant's personal property, or (ii) interruption of or damage to Tenant's business, or (iii) Tenant's moving and relocation costs. If the taking is partial and interferes with the ability of Tenant to do business then Tenant has a right to terminate Lease.
- (b) **Reduction in Base Rent.** In the event of a Taking which does not result in a termination of the Lease, Base Rent shall be proportionately reduced based on the portion of the Premises rendered unusable, and Landlord shall restore the Premises or the Building to the extent of available proceeds or awards from such Taking. Landlord shall not be required to repair or restore any damage to Tenant's personal property or any Alterations.
- (c) **Sole Remedies.** This Paragraph 9.2 sets forth Tenant's and Landlord's sole remedies for Taking. Upon termination of this Lease pursuant to this Paragraph 9.2, Tenant and Landlord hereby agree to release each other from any and all obligations and liabilities with respect to this Lease except such obligations and liabilities, which arise or accrue prior to such termination.

ARTICLE X: RIGHTS OF PARTIES HOLDING SENIOR INTERESTS

- 10.1 Subordination.** This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, ground Lease or other matters of record ("Senior Interests") which now or at any time hereafter encumber the Property and Tenant shall, within twenty (20) days of Landlord's request, execute and deliver to Landlord such recordable written instruments as shall be necessary to show the subordination of this Lease to such Senior Interests. Notwithstanding the foregoing, if any holder of a Senior Interest succeeds to the interest of Landlord under this Lease, then, at the option of such holder, this Lease shall continue in full force and effect and Tenant shall attain to such holder and to recognize such holder as its Landlord.
- 10.2 Mortgagee's Consent.** No assignment of the Lease and no agreement to make or accept any surrender, termination or cancellation of this Lease and no agreement to modify so as to reduce the Rent, change the Term, or otherwise materially change the rights of Landlord under this Lease, or to relieve Tenant of any obligations or liability under this Lease, shall be valid unless consented to by Landlord's mortgagees of record, if any.

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ARTICLE XI: GENERAL

- 11.1 Representations by Tenant.** Tenant represents and warrants that any financial statements provided by it to Landlord were true, correct and complete when provided, and that no material adverse change has occurred since that date that would render them inaccurate or misleading. Tenant represents and warrants that those persons executing this Lease on Tenant's behalf are duly authorized to execute and deliver this Lease on its behalf, and that this Lease is binding upon Tenant in accordance with its terms, and simultaneously with the execution of this Lease, Tenant shall deliver evidence of such authority to Landlord in form satisfactory to Landlord.
- 11.2 Notices.** Any notice required or permitted thereunder shall be in writing. Notices shall be addressed to Landlord c/o Managing Agent at Managing Agent's Address and to Tenant at Tenant's Notice Address (Tenant's billings to be sent to Tenant's billing address). Any communication so addressed shall be deemed duly given when delivered by hand, one day after being sent by Federal Express (or other guaranteed one day delivery service) or three days after being sent by registered or certified mail, return receipt requested. Either party may change its address by giving notice to the other.
- 11.3 No Waiver or Oral Modification.** No provision of this Lease shall be deemed waived by Landlord or Tenant except by a signed written waiver. No consent to any act or waiver of any breach or default, express or implied, by Landlord or Tenant, shall be construed as a consent to any other act or waiver of any other breach or default.
- 11.4 Severability** If any provision of this Lease, or the application thereof in any circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each provision hereof shall be valid and enforceable to the fullest extent permitted by law.
- 11.5 Requests by Tenant.** Tenant shall pay, on demand, all reasonable costs incurred by Landlord, including without limitation reasonable attorneys' fees, in connection with any matter requiring Landlord's review or consent or any other requests made by Tenant under this Lease, regardless of whether such request is granted by Landlord.
- 11.6 Estoppel Certificate and Financial Statements.**
- (a) **Estoppel Certificate.** Within ten (10) days after written request by Landlord, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying (i) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (ii) the amount of Base Rent and the date to which Base Rent and additional rent have been paid in advance; (iii) the amount of any security deposited with Landlord; and (iv) that Landlord is not in default thereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default, and (v) such other matters as may be reasonably requested by Landlord. Any such statement may be relied upon by a purchaser, assignee or lender. Tenant's failure to execute and deliver such statement within the time required shall be a default under this Lease and shall also be conclusive upon Tenant that this Lease is in full force and effect and has not been modified except as represented by Landlord; and there are no uncured defaults in Landlord's performance and Tenant has no right of offset, counterclaim or deduction against rent.
 - (b) **Financial Statements.** Tenant shall, without charge therefore, at any time, within ten (10) days following a request by Landlord, deliver to Landlord, or to any other party designated by Landlord, a true and accurate copy of Tenant's most recent financial statements. All requests made by Tenant regarding renewals or expansions must be accompanied by Tenant's most recent financial statements. All requests made by Tenant

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regarding subleases, or assignments must be accompanied by Tenant's prospective subtenant's and prospective assignee's most recent financial statements.

- 11.7 Waiver of Liability.** Landlord and Tenant each hereby waive all rights of recovery against the other and against the officers, employees, agents, and representatives of the other, on account of loss by or damage to the waiving party or its property or the property of others under its control, to the extent that such loss or damage is insured against under any insurance policy that either may have in force at the time of the loss or damage. Each party shall notify its insurers that the foregoing waiver is contained in this Lease.
- 11.8 Execution, Prior Agreements and No Representations.** This Lease shall not be binding and enforceable until executed by authorized representatives of Landlord and Tenant. This Lease contains all of the agreements of the parties with respect to the subject matter hereof and supersedes all prior dealings, whether written or oral, between them with respect to such subject matter. Each party acknowledges that the other has made no representations or warranties of any kind except as may be specifically set forth in this Lease.
- 11.9 Each party Represents and Warrants.** That it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except as specifically stated in this Lease. Each party shall indemnify the other and hold it harmless from any cost, expense, or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any real estate broker or agent in connection with this Lease or its negotiation by reason of any act or statement of the indemnifying party.
- 11.10 Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that only the original Landlord named herein shall be liable for obligations accruing before the beginning of the Term, and thereafter the original Landlord named herein and each successive owner of the Premises shall be liable only for obligations accruing during the period of their respective ownership.
- 11.11 Applicable Law and Lease Interpretation.** This Lease shall be construed, governed and enforced according to the laws of the state in which the Property is located. In construing this Lease, Paragraph headings are for convenience only and shall be disregarded. Any recitals herein or exhibits attached hereto are hereby incorporated into this Lease by this reference. Time is of the essence of this Lease and every provision contained herein. The parties acknowledge that this Lease was freely negotiated by both parties, each of whom was represented by counsel; accordingly, this Lease shall be construed according to the fair meaning of its terms, and not against either party.
- 11.12 Costs of Collection, Enforcement and Disputes.** Tenant shall pay all costs of collection, including reasonable attorneys' fees, incurred by Landlord in connection with any default, proven by the courts, of the Tenant. If either Landlord or Tenant institutes any action to enforce the provisions of this Lease or to seek a declaration of rights thereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs as part of any award. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other, on or in respect to any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant thereunder, Tenant's use or occupancy of the Premises, and/or claim of injury or damage.
- 11.13 Holdover.** If Tenant holds over in occupancy of the Premises after the expiration of the Term, Tenant shall, at the election of Landlord (i) become a Tenant at sufferance only on a month-to-month basis subject to the terms and conditions herein specified, so far as applicable; or (ii) be deemed to have renewed this Lease for a one year period under the terms and conditions herein specified, so far as applicable. In either case, Tenant shall pay rent during the holdover period, at a base rental rate equal to twice the Base Rent in effect

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at the end of the Term, plus the amount of Tenant's Share of Expenses then in effect. Tenant shall also be liable for all reasonable damages sustained by Landlord on account of such holding over.

- 11.14 Force Majeure.** If Landlord or Tenant is prevented from or delayed in performing any act required of it thereunder, and such prevention or delay is caused by strikes, labor disputes, inability to obtain labor, materials, or equipment, inclement weather, acts of God, governmental restrictions, regulations, or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond such party's reasonable control ("Force Majeure"), the performance of such act shall be excused for a period equal to the period of prevention or delay. A party's financial inability to perform its obligations shall in no event constitute Force Majeure. Nothing in this Paragraph shall excuse or delay Tenant's obligation to pay any rent or other charges due under this Lease.
- 11.15 Limitation on Liability.** Landlord, and its partners, directors, officers, shareholders, trustees or beneficiaries, shall not be liable to Tenant for any damage to loss of personal property in, or to any personal injury occurring in, the Premises, unless such damage, loss or injury is the result of the gross negligence of Landlord or its agents as determined by a final non-appealable judicial proceeding. The obligations of Landlord under this Lease do not constitute personal obligations of the individual partners, directors, officers, shareholders, trustees or beneficiaries of Landlord, and Tenant shall not seek recourse against the partners, directors, officers, shareholders, trustees or beneficiaries of Landlord, or any of their personal assets for satisfaction of any liability with respect to this Lease. In the event of any default by Landlord under this Lease, Tenant's sole and exclusive remedy shall be against the Landlord's interest in the Property.
- 11.16 Notice of Landlord's Default.** The failure by Landlord to observe or perform any of the expressed or implied covenants or provisions of this Lease to be observed or performed by Landlord shall not constitute a default by Landlord unless such failure shall continue for a period of more than thirty (30) days after written notice thereof from Tenant to Landlord specifying Landlord's default; provided, however, that if the nature of Landlord's default is such that more than thirty (30) days are reasonably required for its cure, then Landlord shall not be deemed to be in default if Landlord commences such cure within said thirty (30) day period and diligently prosecutes such cure to completion. Tenant shall, simultaneously with delivery to Landlord, provide written notice specifying the Landlord default to the holder of any first mortgage or deed of trust covering the Premises whose name and address have been furnished to Tenant in writing.
- 11.17 ~~Lease not to be Recorded.~~** ~~Tenant agrees that it will not record this Lease. Both parties shall, upon the request of either, execute and deliver a notice or short form of this Lease in such form, if any, as may be permitted by applicable statute. If this Lease is terminated before the Term expires the parties shall execute, deliver and record an instrument acknowledging such fact and the actual date of termination of this Lease, and Tenant hereby appoints Landlord its attorney-in-fact, coupled with an interest, with full power of substitution to execute such instrument.~~
- 11.18 Security Deposit.** Upon the execution and delivery of this Lease, Tenant shall pay to Landlord the Security Deposit, which shall be held as security for Tenant's performance as herein provided and refunded to the Tenant at the end of the Term subject to the Tenant's satisfactory compliance with the conditions hereof. The Security Deposit may be commingled with other funds of Landlord and no interest shall accrue thereon or be payable by Landlord with respect to the Security Deposit. If all or any part of the Security Deposit is applied to an obligation of Tenant thereunder, Tenant shall immediately upon request by Landlord restore the Security Deposit to its original amount.

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11.19 Consent. Where ever in this Lease, Landlord's consent is required such consent shall not be unreasonably withheld.

~~**11.20 Guaranty of Lease.** If Landlord and Tenant intend for this Lease to be guaranteed by the Guarantor, upon the execution and delivery of this Lease, and as a condition to the effectiveness of this Lease, Tenant shall cause Guarantor, if any, to execute and deliver to Landlord a guaranty in the form attached as Exhibit F. It shall constitute a default under this Lease if any Guarantor fails or refuses, upon reasonable request by Landlord, to give: (i) evidence of the due execution of the guaranty called for by this Lease, (ii) current financial statements of Guarantor as may from time to time be requested by Landlord, (iii) an estoppel certificate, or (iv) written confirmation that the guaranty is still in effect~~

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease which includes the cover sheet, the foregoing Standard Provisions, Additional Provisions, if any, and exhibits attached to this Lease, with the intent that each of the parties shall be legally bound thereby and that this Lease shall become effective as of the Date of Lease.

TENANT:

By: *Joseph Ventrella*
(Sign Name)

Name: JOSEPH VENTRELLA
(Print Name)

TENANT:

By: *Joseph Ventrella*
(Sign Name)

Name: JOSEPH VENTRELLA
(Print Name)

TENANT:

Title: TRUSTEE CMS ESTATE TRUST

Date: 05-01-2009

Title: TRUSTEE CMS ESTATE TRUST

Date: 05-01-2009

LANDLORD:

Avalon Development 3315, L.L.C.

By: *Joseph C. Santucci*

Name: JOSEPH C. SANUCCI
(Print Name)

Title: MANAGING MEMBER

Date: 5/6/09

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GLOSSARY

Term	Paragraph In Which Definition Appears
ADA	7.8
Additional Provisions	Part III
Alterations	5.1
Base Rent	Cover
Base Year	3.2
Base Year Operating Expenses	3.2
Base Year Taxes	3.2
Broker(s)	Cover
Building	Cover
Capital Costs	3.2
Commencement Date	2.1/2.2
Common Areas	1.2
Comparison Year	3.2
Comparison Year Operating Expenses	3.2
Comparison Year Taxes	3.2
Damage	9.1
Notice	Cover
Date of Lease	1-14
Force Majeure	Cover
Guarantor(s)	7.7
Hazardous Materials	Cover
Landlord	5.2
Landlord's Lien	5.1
Laws	3.2
Lease Year	Cover
Managing Agent	Cover
Managing Agent's Address	2.2
Notice	3.2
Operating Expenses	Cover
Permitted Uses	Cover
Premises	Cover
Property	Cover
Public Liability Insurance Amount	9.1
Repair Period	Cover
Scheduled Commencement Date	Cover
Scheduled Termination Date	Cover
Security Deposit	10.1
Senior Interests	3.2
Taxes	Cover
Tenant	4-1
Tenant Improvements	Cover
Tenant's Billing Address	Cover
Tenant's Notice Address	Cover
Tenant's Percentage	Cover
Tenant's Share of Expenses	Cover
Term	Cover

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PART III

ADDITIONAL PROVISIONS

The following provisions ("Additional Provisions") identified below and attached and/or set forth below are included as part of the Lease between Landlord and Tenant. Capitalized terms used in any of the Additional Provisions and not otherwise defined shall have the meaning given such terms in Part I and Part II of this Lease. Unless express reference is made to a provision in Part I and Part II of this Lease for the purpose of modifying such provision, in the event of any conflict between the Additional Provisions contained herein and Parts I and/or Parts II, Parts I and II shall control.

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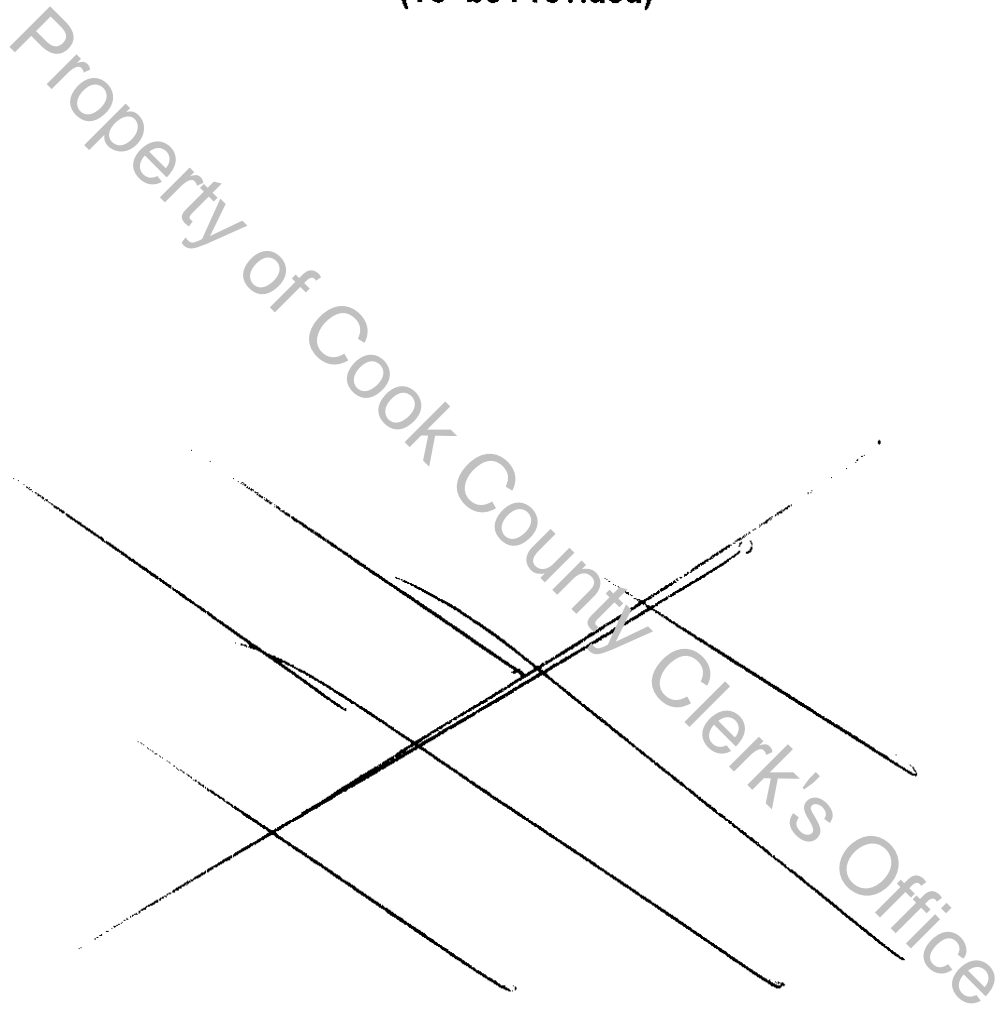
PART IV

EXHIBIT A

FLOOR PLAN

(To be Provided)

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EXHIBIT B

PROPERTY

Parcel ID Numbers: 08-07-213-008-000 & 08-07-213-012-0000

PARCEL 1:

That part of Lot 4 in Rolling Meadows Industrial Center Unit Number 1, a subdivision of part of Section 7 and Section 8, Township 41 North, Range 11, East of the Third Principal Meridian, bounded by a line described as follows:

Commencing at the most Northerly Northwest corner of Lot 4, being also the Northeast corner of Lot 3 in said subdivision; thence South 71 Degrees 25 Minutes 16 Seconds East along the Northerly line of said Lot 4, being also the Southerly line of Algonquin Road 227.55 feet to a point on said line 140.0 feet Westerly as measured along said Northerly line of the Northwesterly corner of Lot 5 in said subdivision; thence South 18 Degrees 34 Minutes 44 Seconds West 300.00 feet; thence South 08 Degrees 58 Minutes 09 Seconds West 85.12 feet to a point on a line drawn at right angles to the West line of said Lot 4 through a point on said line 239.79 feet South of the most Westerly Northwest corner of said Lot 4, being also the Southwest corner of Lot 3 in said subdivision; thence North 81 Degrees 01 Minutes 51 Seconds West along said line drawn at right angles 204.60 feet to a point on said line 181.66 feet Easterly as measured along said line of the Westerly line of said Lot 4, being also the Easterly line of Tollview Drive; thence North 08 Degrees 58 Minutes 09 Seconds East parallel with the Westerly line of Lot 4, as aforesaid 239.79 feet to the Southeasterly corner of Lot 3 in said subdivision; thence North 18 Degrees 34 Minutes 44 Seconds East along the Easterly line of Lot 3, 181.66 feet to the point of beginning in Cook County, Illinois.

PARCEL 2:

That part of Lot 4 in Rolling Meadows Industrial Center Unit Number 1, a subdivision of part of Section 7 and Section 8, Township 41 North, Range 11, East of the Third Principal Meridian, bounded by a line described as follows:

Commencing at the Southwest corner of said Lot 4; thence North 08 Degrees 58 Minutes 09 Seconds East along the Westerly line of said lot, a distance of 241.65 feet to a point on said Westerly line 239.79 feet South of the Northwest corner of said Lot 4, being also the Southwest corner of Lot 3; thence South 81 Degrees 01 Minutes 51 Seconds East a distance of 240.52 feet to a point for the place of beginning of the tract of land herein, described; thence continuing South 81 Degrees 01 Minutes 51 Seconds East 180.0 feet; thence South 08 Degrees 58 Minutes 09 Seconds West a distance of 241.65 feet to a point on the Southerly line of said Lot 4; thence North 81 Degrees 01 Minutes 51 Seconds West along said Southerly line a distance of 180.0 feet to a point on said Southerly line 240.52 feet Easterly of the Southwest corner of said Lot 4; thence North 08 Degrees 58 Minutes 09 Seconds East, 241.65 feet to the place of beginning, all in Cook County, Illinois.

PARCEL 3:

An easement for ingress and egress and pedestrian and vehicular traffic in, on, over and across all parking areas, drives, walkways, entrances and exits, and for vehicular parking, recorded April 8, 1974 as Document No. 22,679,193 and amended by Supplementary cross Easement Agreement recorded January 29, 1979 as Document No. 24,820,129, over the following described property:

That part of Lot 4 in Rolling Meadows Industrial Center, Unit No. 1, a subdivision of part of Sections 7, and 8, Township 41 North, Range 11, East of the Third Principal Meridian, bounding by a line described as follows:

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Commencing at the Southwest corner of said Lot 4; thence South 81 Degrees 01 Minutes 51 Seconds East along the Southerly line of said Lot, 420.52 feet for a place of beginning; thence North 08 Degrees 58 Minutes 09 Seconds East, 241.65 feet; thence South 81 Degrees 01 Minutes 51 Seconds East, parallel with the Southerly line of said Lot, 285.46 feet to a point on the Easterly line of said Lot 4; thence Southerly and Easterly along the Easterly line of said Lot to the Southeast corner of said Lot 4; thence North 81 Degrees 01 Minutes 51 Seconds West along the Southerly line of said Lot, 452.22 feet to the place of beginning, in Cook County, Illinois.

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EXHIBIT C

NOTICE OF LEASE TERM DATES

Date:

[Tenant]

Property Dynamics, LLC.

3315 Algonquin Road, Suite# 640

Rolling Meadows, IL 60008

Re: Lease dated **April 21, 2009** between **Avalon Development 3315, LLC, Landlord, and Property Dynamics, LLC. Tenant** (the "Lease") concerning the Premises (as defined in the Lease) located at (the Leasure). Ladies and Gentlemen: In accordance with the Lease, please confirm the following by signing below:

1. The Premises have been accepted by the Tenant as being substantially complete in accordance with the Lease, and there is no deficiency in construction or condition.
2. The Tenant has possession of the Premises. The Commencement Date of the Lease is

_____ 05-01-2009 _____
 and the Term shall end on _____ 10-31-2021 _____

Your rent checks should be made payable to Avalon Development 3315, LLC mailed to: 3315 Algonquin Road (Suite 600), Rolling Meadows, IL. 60008

AGREED AND ACCEPTED

(Tenant)
Property Dynamics, LLC.
a Corporation

By: Joseph Ventrella
(Sign Name)

JOSEPH VENTRELLA
(Print Name)

MANAGING MEMBER
Its:

(Managing Agent)
Avalon Development 3315, LLC

By: Joseph C. Santucci
(Sign Name)

JOSEPH C. SANTUCCI
(Print Name)

MANAGING MEMBER
Its:

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EXHIBIT D

TENANT IMPROVEMENTS

Landlord agrees to make the alterations and improvements to the Premises and to prepare the same for Tenant's occupancy as described:

Tenant to Occupy the space in an "as is" condition.

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EXHIBIT E

RULES AND REGULATIONS

1. The sidewalks, entrances, halls, corridors, elevators and stairways of the Building shall not be obstructed or used as a waiting or lounging place by Tenant, or its agents, servants, employees, invitees, licensees and visitors.
2. The parking lot areas shall not be used for the storage of vehicles or for overnight parking without the prior express written permission of the Landlord. Vehicles in violation of this regulation are subject to towing at the vehicle owner's expense.
3. Landlord reserves the right to refuse admittance to the Building at any time other than between the hours of 7:00 a.m. to 6:00 p.m. weekdays (Saturdays from 9:00 a.m. to 1:00 p.m.), to any person not producing a key to the Leased Premises or a pass issued by Landlord. In case of invasion, riot, public excitement or other commotion, Landlord also reserves the right to prevent access to the Building during the continuance of same.
4. Landlord will furnish each Tenant with six keys to each door lock in the Leased Premises and six keys (or two key cards) for the Building's entrance doors. Landlord may make a reasonable charge for any additional keys (or key cards) requested by the Tenant. No Tenant shall alter any lock, or install new or additional locks or bolts, on any door without the prior written approval of Landlord. If a lock alteration or installation is made, the new lock must accept the master key for the Building. Each Tenant, upon the expiration or termination of its tenancy, shall deliver to Landlord all keys (and key cards) in Tenant's possession for all locks and bolts in the Leased Premises and Building. Landlord has the right to assess a twenty-five Dollar (\$25.00) charge per key (and key card) for any keys (or key cards) not returned.
5. Tenant shall not suffer, allow or permit any vibration, noise, light, odor or other condition to emanate from the Leased Premises, or from any machine or other installation therein, so as to constitute a nuisance or otherwise interfere with the safety, comfort or convenience of Landlord or any of the other occupants of the Building.
6. In order that the Building may be kept in a state of cleanliness, each Tenant shall during the term of its Lease, permit Landlord's employees (or Landlord's agent's employees) to take care of and clean the Leased Premises and Tenant shall not employ any person(s) other than Landlord's employees (or Landlord's agent's employees) for such purpose. No Tenant shall cause any unnecessary labor by reason of such Tenant's carelessness or indifference in the preservation of good order and cleanliness of the Leased Premises and the Building. Tenant shall use reasonable diligence to see that (a) the windows are closed, (b) the doors are securely locked, and (c) all water faucets, electrical switches and other utilities are shut off (so as to prevent waste or damage), each day before leaving the Leased Premises. In the event that Tenant must dispose of crates, boxes, etc. which will not fit into office waste paper baskets, it shall be the responsibility of such Tenant to dispose of same, provided that Landlord shall provide adequate dumpsters in order for Tenant to do so. In no event shall any Tenant place such items for disposal in the public hallways or other areas of the Building, on or about the sidewalks, roads or grounds surrounding the Building.
7. Landlord reserves the right to prescribe the reasonable date, time, method and conditions that any personal property, equipment, trade fixtures, merchandise and other similar items shall be delivered to or removed from the Building. No iron safe or other heavy or bulky object shall be delivered to or removed from the Building, except by experienced safe men, movers or riggers previously approved in writing by Landlord. All damage done to the Building by the delivery or removal of such items, or by reason of their presence in the Building, shall be paid to Landlord, immediately upon demand, by the Tenant by, through or under whom such damage was done. There shall not be used in any space, or in the public halls of the Building, by Tenant, in the delivery or receipt of merchandise, any hand-trucks, except those equipped with rubber tires.

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8. The walls, partitions, skylights, windows, doors and transoms that reflect or admit light into passageways or into any other part of the Building shall not be covered or be obstructed by any Tenant.
9. The toilet-rooms, toilets, urinals, wash bowls and water apparatus shall not be used for any purpose other than for those for which they were constructed or installed, and no sweeping rubbish, chemicals, or other unsuitable substances shall be thrown or placed therein. The expense of any breakage, stoppage or damage resulting from violation(s) of this rule shall be born by Tenant or Tenant's agents, servants, employees, invitees, licensees or visitors, through whom such breakage, stoppage or damage shall have been caused.
10. No sign, name, placard, advertisement or notice visible from the exterior of any Leased Premises, shall be inscribed, painted or affixed by any Tenant on any part of the Building or Project without the prior written approval of Landlord. A directory containing the names of all Tenants of the Building shall be provided by Landlord at an appropriate place on the first floor of the Buildings.
11. No signaling, telegraphic or telephonic instruments or devices, or other wires, instruments or devices, shall be installed in connection with any Leased Premises without the prior written approval of Landlord, which approval shall not be unreasonably withheld. Such installations, and the boring or cutting for wires, shall be made at the sole cost and expense of Tenant and under the control and direction of Landlord. Landlord retains in all cases the right to require (a) the installation, and use of such electrical protecting devices that prevent the transmission of excessive currents or electricity into or through the Building, (b) the changing of wires and of their installation and arrangement underground or otherwise as Landlord may reasonably direct as and when necessary, and (c) compliance on the part of all using or seeking access to such wires with such rules as Landlord may reasonably establish relating thereto. All such wires used by Tenant must be clearly tagged at the distribution boards and junction-boxes and elsewhere in the Building, with (x) the number of the Leased Premises to which said wires lead, (y) the purpose for which said wires are used, and (z) the name of the company operating same.
12. The Tenant, or its agents, servants, employees, invitees, licensees or visitors shall not: (a) go upon the roof of the Building, (b) use any additional method of heating or air-conditioning the Leased Premises, (c) sweep or throw any dirt or other substance from the Leased Premises out any window or door, or into any of the halls, corridors, elevators, or stairways of the Building, (d) bring in or keep in or about the Building or Leased Premises any vehicles or animals of any kind, (e) install any radio or television antennae or any other device or item on the roof, exterior walls, or windows of the Building, (f) place objects against glass partitions, doors or windows which would be unsightly from the interior or exterior of the Building (g) use any Leased Premises (i) for the storage of merchandise for sale to the general public (ii) for lodging or sleeping, (iii) for cooking (except that the use by any Tenant of Underwriter's Laboratory equipment for brewing coffee, tea or similar beverages or the use by Tenant of a similarly approved microwave oven shall be permitted, provided that such use is in compliance with law), or (iv) for the selling or display of any goods, items or merchandise, either at wholesale or retail, or (h) place any furniture in any restroom. Tenant, or its agents, servants, employees, invitees, licensees or visitors shall not permit the operation of any musical or sound producing instrument or device which may be heard outside the Leased Premises or the Building or which may emit electrical waves which will impair radio or television broadcast or reception from or into the Building.

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13. Tenant shall not store or use in any Leased Premises, without the prior written consent of Landlord, any (a) ether, naphtha, phosphorous, benzol, gasoline, benzene, petroleum, crude or refined earth or coal oils, kerosene or camphene, (b) any other flammable, combustible, explosive or illuminating fluid, gas or material of any kind, or (c) any other fluid, gas or material of any kind having an offensive odor.
14. No canvassing, soliciting, distribution of handbills or other written material, or peddling shall be permitted by or through any Tenant in the Building, and Tenant shall cooperate with Landlord in the prevention and elimination of same.
15. Tenant shall give Landlord prompt notice of all accidents to, or defects in, air-conditioning equipment, plumbing or electrical facilities, or any part of the appurtenances of the Lease Premises.
16. If the Leased Premises demised to any Tenant become infested with vermin due to Tenant's fault, Tenant, at its sole cost and expense, shall cause the Leased Premises to be exterminated from time-to-time to the satisfaction of Landlord and shall employ such exterminators as shall be previously approved by Landlord in writing.
17. Tenant shall not conduct or permit any fire, bankruptcy, auction or going out of business sales, whether real or fictitious, in the Leased Premises, without the prior written approval of Landlord.
18. The landscaped grounds adjacent to the Building shall be used for the enjoyment of Tenant, its agents, servants and employees, without restriction so long as such parties conduct themselves in a manner so as not to disturb, destroy or litter the property. All parties using the grounds shall comply with all state and municipal laws, ordinances, and rules and regulations pertaining to the use thereof.
19. Landlord reserves the right to make reasonable amendments, modifications and additions to the rules and regulations heretofore set forth, and to make additional reasonable rules and regulations, as in Landlord's reasonable judgment may from time to time be needed for the safety, care cleanliness and preservation of good order of the Building.
20. In the event of any conflict between the provisions of these Rules and Regulations and the Lease of Tenant, the provisions of the Lease shall prevail.

UNOFFICIAL COPY**EXHIBIT F****GUARANTY OF LEASE**

THIS GUARANTY OF LEASE is given as of _____, 20__ by _____, individually ("Guarantor"), _____, individually ("Guarantor"), _____ individually ("Guarantor"), to _____, ("Landlord").

1. **Guaranty.** To induce Landlord to enter into a certain Lease of even date herewith (the "Lease"), Between _____ as ("Landlord"), and _____ as ("Tenant"), of premises located at **3315 Algonquin Road, Rolling Meadows, IL**, and as more particularly described on Exhibit A and B attached thereto **Suite 640**, (the "Premises"), and in consideration thereof, Guarantor hereby unconditionally guarantees (a) the punctual payment of all rent, additional rent and other amounts payable from time to time under the Lease, throughout the term thereof and any extensions or renewals thereof and for such additional time as Tenant or its successors or assigns may occupy the Premises after the expiration or termination of the term of the Lease, and (b) the punctual performance and observance of all other obligations of the Tenant under the Lease, and (c) the prompt reimbursement to Landlord of all reasonable costs and expenses of enforcement or collection incurred by Landlord with respect to the Lease or under this Guaranty (together the "Obligations").
2. **Unconditional.** Guarantor agrees that the liability of Guarantor thereunder is direct and unconditional and may be enforced without requiring Landlord first to resort to any other right or remedy against Tenant or its successors or assigns or any other guarantor of any of the Obligations, or to resort to any security for any of the Obligations; that this Guarantee shall be construed as an absolute, unconditional, continuing and unlimited obligation of Guarantor without regard to the regularity, validity or enforceability of any of the Obligations; that Guarantor shall have no right of subrogation, reimbursement or indemnity nor any right of recourse to security for any of the Obligations, until the term of the Lease has expired, Tenant has vacated the Premises, and all of the Obligations have been fully paid and performed; that any and all present and future debts and obligations of Tenant to Guarantor are hereby subordinated and postponed to the full payment, performance and observance of all of the Obligations; and that nothing shall discharge or satisfy the liability of any Guarantor except the full payment, performance and observance of all of the Obligations.
3. **No Release or Diminishment.** Guarantor agrees that this Guarantee shall not be impaired and the obligations of Guarantor shall not be released or diminished: (a) by extension of time or other indulgence granted to Tenant or by any waiver of or failure to enforce any of the Obligations, or (b) by any assignment of the Lease or any subletting of all or any portion of the Premises, or (c) by the acceptance by Landlord of any security for any of the Obligations, or by the release, surrender, substitution or modification of any such security, or by any act or omission by Landlord with respect to any such security, or (d) by reason of any disaffirmance, termination, modification or assignment of the Lease or of any of the Obligations or of the obligations of any other guarantor of any of the Obligations in any voluntary or involuntary proceedings by or against Tenant under the provisions of the federal Bankruptcy Code as from time to time in effect or under any other statute dealing with insolvency or failure to pay debts, or (e) by any other act or omission by Landlord, or (f) by any other matter whatsoever whereby Guarantor would or might be released; it being the intent hereof that Guarantor shall at all times be and remain liable to Landlord to the same extent as if it were jointly and severally liable with Tenant to Landlord for the performance and payment of all of the Obligations.
4. **No Impairment.** Guarantor agrees that this Guarantee shall not be impaired and the obligations of Guarantor shall not be released or diminished by any modification, supplement or extension of the Lease or any other contract or agreement to which any of the parties thereto may hereafter agree, and that this Guarantee shall apply to the Lease as so modified, supplemented or extended.

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5/6/09

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5. **Successive Demands.** This Guarantee shall extend to each and every payment to be made and other obligation or condition to be performed or observed by Tenant under the Lease. Successive demands may be made upon Guarantor, and successive actions for the enforcement of such demands may be brought against Guarantor upon successive defaults in the payment, performance or observance of particular Obligations, and the enforcement of this Guarantee against any Guarantor with respect to any such default shall not exhaust this Guarantee or waive the right to proceed under this Guarantee with respect to any future defaults.

6. **Waiver.** Guarantor waives notice of acceptance hereof; presentment and protest of any instrument, and notice thereof; notice of default; notice of foreclosure; notice of any of the Obligations or of any security therefore; and all other notices to which Guarantor might otherwise be entitled.

7. **Unenforceability.** Guarantor further agrees that if any provision of this Guarantee shall be held to be unenforceable by the final ruling of a court of competent jurisdiction, not subject to appeal, the remainder of this Guarantee and its application to all Obligations other than those with respect to which it is so held enforceable shall not be affected thereby and shall remain in full force and effect, and there shall be substituted for such unenforceable provision an enforceable provision which comports with the findings of the aforesaid court and most nearly accomplishes the original intention of the parties hereto, as expressed herein.

8. **Consent to Jurisdiction.** Guarantor consents to jurisdiction and venue in any court of original jurisdiction for the district in which the Premises are located, or, at Landlord's option, for the district in which Landlord has its principal place of business, with respect to any action by Landlord to enforce this Guarantee, and Guarantor consents to the consolidation of any such action with any action to enforce any of the Obligations and/or with any action against any other guarantor of any of the Obligations. Guarantor agrees that any notice or demand upon it shall be deemed to be sufficiently given or served if in writing and delivered to, or mailed by certified or express mail addressed to, the address appearing beneath Guarantor's name below.

10. **Law.** This Guarantee shall be governed by and construed under the laws of the state in which the Premises are located and shall be binding upon the heirs, executors, administrators, successors and assigns of Guarantor, and shall inure to the benefit of Landlord and its heirs, executors, administrators, successors and assigns.

EXECUTED as a sealed instrument effective as of the date first above written.

Witness to all Guarantors: _____

Guarantor: _____ Guarantor: _____ Guarantor: _____

Name: _____ Name: _____ Name: _____

Print Name & Address: _____ Print Name & Address: _____ Print Name & Address: _____

JAV 5/6/09

JCS 5/6/09