



Doc#: 1203716045 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/06/2012 11:36 AM Pg: 1 of 13

PREPARED BY:
PATTERSON & Rollins, LLC
2401 West White Oaks Drive
Springfield, Illinois 62704

WHEN RECORDED MAIL TO:
PATTERSON & Rollins, LLC
2401 West White Oaks Drive
Springfield, Illinois 62704

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY
ASSIGNMENT OF LEASE

WHEREAS, under date of January 26, 2012, Mark Morris, D.M.D., P.C., as Lessee (hereinafter called "Assignor") entered into an Indenture of Lease with Garg Associates L.L.C., as Lessor, (hereinafter called "Lessor") under which Indenture of Lease the Lessor demised to Assignor premises situated at 501 W. Golf Road, Schaumburg, in the County of Cook, State of Illinois, which said premises are more particularly described in said Indenture of Lease, subject to the reservations and rights set forth therein, for the term from September 1, 2011 to September 1, 2022; and

WHEREAS, Assignor has heretofore made application to Small Business Growth Corporation ("SBGC") at 2401 West White Oaks Drive, Springfield, Illinois 62704 & the U.S. Small Business Administration ("SBA") (hereinafter called "Assignee" or "Payee") for a loan in the amount of \$316,000.00.

WHEREAS, one of the conditions for making of said loan or any part thereof is the assignment by said Assignor to the Payee named in the above described Note of Assignor's interest in said lease as collateral security for the indebtedness evidenced by the said Note;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, and as an inducement to Assignee to make disbursement of said loan, or any part thereof, the Assignor does hereby convey, assign, with the right of reassignment, transfer and set over unto Assignee all its rights, title and interest in, and under said lease.

Notwithstanding anything herein contained to the contrary, this assignment is made upon the express understanding and agreement that so long as Assignee, or the holder of the Note, has not entered into possession of the property covered by said lease, Assignee, or the holder of the Note shall not be liable for the performance of any of the obligations, agreements, and covenants, including but not limited to the obligation to pay rent, made or assumed by Assignor as Lessee in connection with said lease and that said Assignor shall, notwithstanding this Assignment, remain liable for the performance of all such obligations, agreements and covenants, including but not limited to the obligation to pay the balance of the rent provided for under said lease as it accrues.

Borrower warrants and covenants that: (a) the Lease is valid, is in full force and effect, is not in default, and is enforceable in accordance with its terms (subject only to bankruptcy, insolvency, and reorganization laws and other laws governing the enforcement of lessor's or creditor's rights); (b) the execution and delivery of the Assignment has been duly authorized, and the Assignment, is and will remain the valid and enforceable obligations of Borrower in accordance with their terms; (c) Borrower has not executed, and will not execute, any other assignment of the Lease, other than the assignment already made to American Chartered Bank; (d) the copy of the Lease attached hereto as Exhibit "A" is a true, accurate and correct copy of the Lease and there are no amendments or agreements with respect to the Lease between

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Borrower and Landlord included in such Exhibit "A"; and (e) notwithstanding this Assignment, Borrower will perform and comply with each and all of the covenants and conditions in the Lease set forth to be complied with by it.

Borrower will from time to time execute all such financing statements and supplemental instruments as SBGC may from time to time reasonably request in order to confirm or further assure the assignment made hereby and the provisions hereof.


SBGC may assign all or any of its rights under the Lease. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all rights and privileges and be subject to all the obligations of SBGC.

Borrower shall cause copies of all notices received in connection with the Lease to be promptly delivered to SBGC at its address set forth above, or at such other address as SBGC shall designate in writing.

The Assignor hereby covenants and agrees that the Assignor will not modify or rescind the lease hereby assigned, or any of the terms thereof, without in each instance first obtaining the written consent of the Assignee; and that the Assignor will not enter into any new lease or leases of the premises hereinabove identified, or any agreement for the use or occupancy of the premises hereinabove identified or any part thereof, without such written consent of the Assignee.

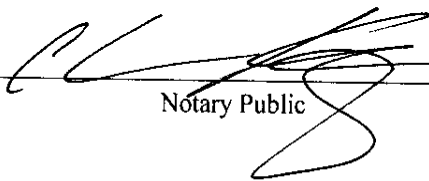
DATED this 21st day of January, 2012.

ASSIGNOR: MARK MORRIS, D.M.D., P.C.

BY: 
Mark W. Morris, President/Secretary

State of IL
County of SANGAMON SS

I, CHRISTOPHER KURTZ, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Mark W. Morris personally known to me to be the President/Secretary of Mark Morris, D.M.D., P.C. whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said Instrument of writing and caused the seal of said Corporation to be thereunto affixed, pursuant to the authority given by the Board of Directors of said Corporation as his free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes set forth.


Notary Public



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LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT IN THE NORTH LINE OF SECTION 16, 575.48 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 16; THENCE SOUTHWESTERLY 292.05 FEET TO A POINT IN THE CENTER LINE OF HIGGINS ROAD, SAID POINT BEING 675.68 FEET (AS MEASURED ALONG THE CENTER LINE OF SAID HIGGINS ROAD) NORTHWESTERLY OF THE INTERSECTION OF SAID CENTER LINE OF ROAD WITH THE EAST LINE OF SAID SECTION 16; THENCE NORTHEASTERLY ALONG THE CENTER OF HIGGINS ROAD TO A POINT THAT IS 737.68 FEET (AS MEASURED ALONG THE CENTER LINE OF HIGGINS ROAD) NORTHWESTERLY OF THE INTERSECTION OF SAID CENTER LINE OF ROAD WITH THE EAST LINE OF SAID SECTION 16; THENCE NORTHEASTERLY TO A POINT ON THE NORTH LINE OF SAID SECTION 16 THAT IS 640.32 FEET (AS MEASURED ALONG THE NORTH LINE OF SAID SECTION) WEST OF THE NORTHEAST CORNER OF SAID SECTION 16; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 16 (TO THE POINT OF BEGINNING (EXCEPTING THAT PART LYING SOUTHWESTERLY OF A LINE 94.0 FEET NORTHEASTERLY OF AND PARALLEL WITH A LINE RUNNING FROM A POINT IN THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 16, AFORESAID, 1471.80 FEET WEST OF THE NORTHEAST CORNER THEREOF TO A POINT IN THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16, WHICH IS 540 FEET SOUTH OF THE NORTHEAST CORNER THEREOF) SAID PARCEL BEING A PART OF A TRIANGULAR TRACT OF LAND LYING BETWEEN NORTH LINE OF SAID SECTION AND CENTER LINE OF HIGGINS ROAD AND EAST OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF SECTION 16, WHICH IS 575.48 FEET WEST OF THE NORTHEAST CORNER THEREOF TO A POINT IN THE CENTER LINE OF HIGGINS ROAD (WHICH IS 675.68 FEET NORTHWESTERLY OF EAST LINE OF SECTION 13 MEASURED ALONG CENTER LINE OF HIGGINS ROAD FROM ITS INTERSECTION WITH THE EAST LINE OF SAID SECTION AT A POINT 512.85 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 16 AFORESAID (EXCEPTING HIGHWAYS HERETOFORE DEDICATED) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN AFORESAID, BEGINNING AT A POINT IN THE NORTH LINE OF SAID SECTION, THAT IS 497.41 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION; THENCE WEST ALONG SAID NORTH LINE 78.07 FEET; THENCE SOUTHWESTERLY 292.05 FEET TO A POINT IN THE CENTER LINE OF HIGGINS ROAD AS IT EXISTED ON OCTOBER 16, 1929, SAID POINT BEING 675.68 FEET NORTHWESTERLY (MEASURED ALONG SAID CENTER LINE) FROM THE EAST LINE OF SAID SECTION; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE 75.0 FEET; THENCE NORTHEASTERLY 320.05 FEET TO THE POINT OF BEGINNING (EXCEPTING THAT PART LYING SOUTHWESTERLY OF A LINE 94.0 FEET NORTHEASTERLY OF AND PARALLEL WITH A LINE RUNNING FROM A POINT IN THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 16 AFORESAID, 1471.80 FEET WEST OF THE NORTHEAST CORNER THEREOF TO A POINT IN THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16, WHICH IS 540 FEET SOUTH OF THE NORTHEAST CORNER THEREOF) SAID PARCEL BEING A PART OF A TRIANGULAR TRACT OF LAND LYING BETWEEN NORTH LINE OF SAID SECTION AND CENTER LINE OF HIGGINS ROAD AND EAST OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF SECTION 16, WHICH IS 575.48 FEET WEST OF THE NORTHEAST CORNER THEREOF TO A POINT IN THE CENTER LINE OF HIGGINS ROAD WHICH IS 675.68 FEET NORTHWESTERLY OF THE EAST LINE OF SECTION 16 AS MEASURED ALONG CENTER LINE OF HIGGINS ROAD FROM ITS INTERSECTION WITH THE EAST LINE OF SAID SECTION AT A POINT 512.85 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 16 AFORESAID (EXCEPTING HIGHWAY HERETOFORE DEDICATED) ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 501 W. GOLF ROAD, SCHAUMBURG, IL: 60195
PIN #: 07-16-200-017-0000

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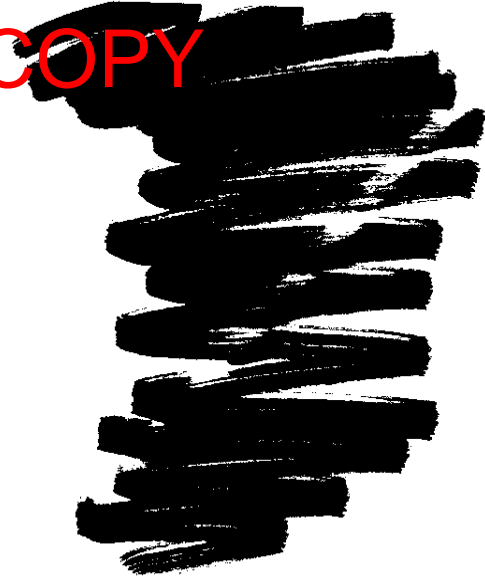


Exhibit "A"

Property of Cook County Clerk's Office

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OFFICE LEASE

THIS INDENTURE, Made this 4th day of May, 2011 by and between: Garg Associates L.L.C., as Lessor and Mark Morris DMD PC., Dr. Mark Morris, individually and d/b/a The Dental Salon, as Lessee.

WITNESSETH, That in consideration of the Lessee's covenants and agreements herein contained, the Lessor hereby demises and leases unto the Lessee the premises known and described as follows:

Approximately 2,446 rentable square feet of the space known and designated as 501 W. GOLF RD., in the Village/City of Schaumburg and State of Illinois, or as shown on the floor plan attached hereto and initialed by the parties consisting of two thousand four hundred forty six (2,446) rentable square feet.

TO HAVE AND TO HOLD the same for a term of 120 months commencing upon substantial completion of Build Out and Tenant's opening for business or September 1, 2011, the first to occur ("Rent Commencement Date"), and expiring 120 months following Rent Commencement, unless previously terminated, as hereinafter provided.

IN CONSIDERATION of said demise, the Lessee covenants and agrees with the Lessor as follows:

RENTAL

1. A. To pay as rent for said premises for the first year of the demise base rental at a rate of \$27.00 per rentable square foot to wit: the sum of Sixty Six Thousand Forty Two Dollars and Zero Cents (\$66,042.00) in lawful money of the United States of America, payable in monthly installments of Five Thousand Five Hundred Three Dollars and Fifty Cents (\$5,503.50) each in advance upon the first day of every calendar month of the term hereof, and at the same rate for fractions of a month if said term shall be terminated, as hereinafter provided, on any day other than the last day of the month, and all of said payments shall be made at the office of Garg Associates, L.L.C., 1879 Bay Scott Circle, Suite 112, Naperville IL, or at such place as the Lessor may from time to time designate. Base rental for year one is calculated to offset CAM, Insurance and taxes paid by Lessor.

1. B. To pay as rent for said premises for the second year of the demise base rental at a rate of \$22.00 per rentable square foot to wit: the sum of Fifty Three Thousand Eight Hundred Twelve and Zero Cents (\$53,812.00) in lawful money of the United States of America, payable in monthly installments of Four Thousand Four Hundred Eighty Four Dollars and Forty Three Cents (\$4,484.43) each in advance upon the first day of every calendar month of the term hereof, and at the same rate for fractions of a month if said term shall be terminated, as hereinafter provided, on any day other than the last day of the month, and all of said payments shall be made at the office of Garg Associates, L.L.C., 1879 Bay Scott Circle, Suite 112, Naperville IL, or at such place as the Lessor may from time to time designate. Base rental for year two and subsequent years does not include additional rental for CAM, Insurance, and taxes as provided for in this Lease.

1. C. Thereafter the rent to be paid for said premises for the third year and each year thereafter of the demise, shall be increased by Three Percent (3%) over the preceding years rental amount. (eg. Year 3 = \$22.00 x 103% = \$22.66; Year 4 = \$22.66 x 103% = \$23.33)

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1. D. A late fee of One Hundred Fifty Dollars and Zero Cents (\$150.00) will be charged if rent and additional rental due are not received by Lessor on or before the tenth calendar day of each month.

COMMON AREAS

2. Lessee shall have the non-exclusive right to use the Common Areas, as constituted from time to time, in common with Lessor, other lessees of the Office Building and other persons entitled to use the same. Lessee shall not interfere with the rights of other persons to use the Common Areas. Lessor may temporarily close parts of the Common Areas for such periods of time as may be necessary for performing such other acts as in the use of good business judgment Lessor shall determine to be appropriate for the Office Building.

ADDITIONAL RENT - CAM

3. Beginning month 13 following Rent Commencement Date—Lessee agrees to pay as additional Rent its Proportionate Share of expenses incurred by Lessor for the operation and maintenance of the Common Area and Office Building, including without limitation: insurance premiums relating to all insurance policies and endorsements deemed by Lessor to be reasonably necessary or desirable for the protection, preservation or operation of all or any part of the Office Building; utility costs for all parts of the Office Building shared in common by lessees of the office Building and Lessees' utility costs to the extent not separately metered such as heat, light, power, steam, gas, waste disposal, water and sewer; the cost of maintaining, repairing and replacing any heating, ventilating and air conditioning systems not otherwise being paid for by tenants; the cost of landscaping and snow removal; the cost of maintaining and repairing any exterior stairway, truck way, loading dock, package pick-up station, pedestrian sidewalk and ramp; the cost of maintaining, repairing, operating and policing the buildings and improvements in the Office Building and their appurtenances and equipment including without limitation the roof, the garage and/or parking lot and any driveway areas, including the construction and maintenance of lighting facilities thereof, labor costs, management costs including management fees, (together with an allowance for Lessor direct overhead of 15%). Excluded are amounts chargeable to a specific Lessee of the Office Building, including but not limited to real estate brokerage commissions, tenant improvements, etc. —and amounts resulting from structural replacements to the exterior of the building which are normally chargeable to capital account under sound accounting principles.

a. Lessee's shall not be responsible to pay an increase of additional rent for CAM greater than four percent (4%) of the previous year expenses beginning with year three (3) of the leasehold.

4. Lessee's Proportionate Share is Fifty Three Percent (53%). The Rentable Building Area is equal to 4,615. Commencing month 13 following Rent Commencement Date, Lessee shall make monthly payment to Lessor based upon Lessor's estimated annual cost of operation and maintenance of the Office Building and Common Areas, as revised annually. Within sixty (60) days after the close of each calendar year, Lessor will furnish Lessee a statement of the expenses for such year. Adjustments due either party as a result thereof shall at Lessor's option be paid in cash fifteen (15) days after delivery of such statement or a credit shall be given against the next Monthly Installment of Fixed Rent due Lessor.

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ADDITIONAL RENT - WATER & SEWER

5. In the Event Lessee is not billed directly by the appropriate authority for water consumed on the Premises and/or for sewer rents or charges, Lessee shall pay as additional rent the bill rendered by Lessor therefore which bill shall be based upon Lessee's Proportionate Share. In the event Lessor determines that it is not appropriate to base the water or sewer bills on Lessee's proportionate shares due to the nature of Lessee's business activities, Lessor with advice from Lessee may use its reasonable discretion in apportioning such bills to reflect actual water and sewer usage.

ADDITIONAL RENT - TAXES

6. Lessee agrees to pay as Additional Rent, Lessee's Proportionate Share of the Taxes assessed against the Office Building for the tax years (the years for which a lien is imposed even though the actual taxes may be payable in a subsequent year) falling wholly or partially within the Term of this Lease. The term "Taxes" for the purpose of the Lease shall include the following by way of illustration, but not limitation: real estate taxes, or general or any other such taxes, charges and assessments which are levied with respect to the land, building and any improvements, without Lessee first being advised and approval requested and all other property of Lessor, real or personal, located on the Office Building site and any taxes with respect to the possession, leasing, operation, management, alteration, repair or use of the Premises or any portion thereof; fees or assessments for other governmental services to the Office Building; dues or assessments payable to any property owners association due to Lessor's ownership of the Office Building; and any gross receipts tax and/or any tax which shall be levied in addition to or in lieu of real estate, possessory interest or personal property taxes under this Lease; and any attorneys' fees, expenses or costs incurred by Lessor in complaining or protesting against any assessments, levies or the tax rate. Lessee shall make monthly payments to Lessor in addition to any other payments required under this Lease, based upon the estimated cost of the taxes, payable in advance but subject to adjustment after receipt of the actual tax bills by Lessor. Lessee's Proportionate Share of the Taxes payable hereunder for the first and last Lease years of the Term shall be prorated on the basis of a 365-day year, with Lessee's obligation to commence as of the first day of the second year following Rent Commencement Date.

UTILITIES

7. A. Lessee shall promptly pay all charges for electricity, water, sewer, telephone, gas (where applicable), and chilled water service (where applicable) furnished to Premises. Lessee shall also pay all tap on fees and other fees charged by the municipality and other governmental agencies having jurisdiction over the Premises in connection with the operation of the Premises. Lessor may furnish one or more of such services to Lessee and, in such event, Lessee shall purchase such services as are tendered by Lessor and shall pay for such services at the actual rates charged to the premises by the applicable public utility then furnishing such service. Lessor shall be required to furnish the statements for such services upon Lessee's request. Notwithstanding the above, Lessor shall be under no obligation to furnish such services to Lessee. In the event that at any time during the Term, or any extensions and renewals thereof, Lessee shall fail to promptly pay any of the foregoing charges, Lessor shall have the right, but not the obligation, to pay such charges for and on behalf of Lessee and any amounts so paid shall be deemed to be Additional Rent hereunder and shall be payable by Lessee to Lessor upon demand.

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7. B. Lessor shall not be liable unless due to its gross negligence in the event of any interruption in the supply of any utilities. Lessee agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities serving the Premises and that if any equipment installed by Lessee shall require additional utility facilities, installation of the same should be at Lessee's expense, but only after Lessor's written approval of the same.

PERMITTED USE & MAINTENANCE

8. The Lessee shall use and occupy said premises for a Dental Office and related business and administrative activities, and for no other use or purpose; and the Lessee shall, at his own expense, keep said premises in good repair and tenantable condition during said term including but not limited to: maintaining HVAC and plumbing systems serving the premises; replacing at his own expense any and all broken glass in or about said premises with glass of the same size and quality; replacing signs thereon; replacing broken light fixtures, door or window hardware.

CONDITION OF PREMISES

9. No representations, except such as are endorsed hereon, have been made to the Lessee respecting the condition of said premises. The taking possession of said premises by the Lessee shall be conclusive evidence as against the Lessee that said premises were in good and satisfactory condition when possession of the same was so taken; and the Lessee will, at the termination of this Lease by lapse of time or otherwise, return said premises to the Lessor in as good condition as when received, loss by fire and ordinary wear excepted.

SUBLEASE

10. The Lessee shall not assign this Lease or any interest hereunder and will not sublet said premises or any part thereof; and will not permit the use of said premises by any other parties than the Lessee, and the agent and servants of the Lessee, except with the written consent of the Lessor, which denial or consent shall be provided within thirty (30) days of notice and shall not be unreasonably withheld or delayed. Any additional rent received by Lessee due to a Sublease or Assignment shall be 100% the Lessee's. No sublease shall grant signage rights to the sub-tenant. Sub-tenant may request a sign on the door for Lessor's review. Approval of door signage will not be unreasonably withheld. If the Lessee shall at any time during the term hereby demised become insolvent, or if proceedings in bankruptcy shall be instituted by or against the Lessee, or if a receiver or a trustee shall be appointed of the Lessee's property, or if the Lessee shall make an assignment for the benefit of creditors, or if this Lease shall, by operation of law, devolve upon or pass to any person or persons other than Lessee, then and in each of said cases it shall and may be lawful for the Lessor, at the Lessor's election, to forfeit this Lease and re-enter said premises and take possession thereof as of its former state without the service of any notice or demand whatsoever.

REPAIRS OR ALTERATIONS

11. The Lessor may enter said premises at all reasonable times with notice for the purpose of making such repairs or alterations therein as it shall deem necessary for the safety, preservation or improvement of said premises or said building. The Lessee will make no alterations in or additions to said premises without first obtaining the Lessor's written consent which shall not be unreasonably withheld or delayed and Lessee shall submit to Lessor upon request paid bills, contractor's affidavits and full and final lien waivers for any alterations or repairs made by Lessee. All erections, additions,

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and improvements that are permanent in character, (except only the movable office furniture and trade fixtures of the Lessee, such as dental chairs), made in or upon said premises, either by the Lessor or the Lessee, shall be the Lessor's property, and shall remain upon said premises at the termination of this Lease, by lapse of time or otherwise. Notwithstanding the foregoing, Lessee may make cosmetic changes to the premises such as paint choice, carpet, light fixtures and tile under \$25,000.00 in the aggregate. Lessee shall give notice to Lessor but written consent is not required.

LESSEE'S USE - INSURANCE

12. The Lessee shall not use or permit upon said premises anything that will increase the rate of insurance thereon or anything that may be dangerous to life or limb; and will do nothing and suffer nothing to be done upon said premises in any way tending to create a nuisance or to disturb any other tenant in said building, or to injure the reputation of the building, or to annoy occupants of neighboring property; and will comply with all laws, ordinances and building, health and police regulations respecting said premises; and will not use said premises for lodging or sleeping purposes, or for any immoral or illegal purpose.

LESSOR'S DISCLAIMER

13. The Lessor shall not be liable for any damage, either to person or property, sustained by the Lessee or by other persons, due to the building or any part thereof or any appurtenances thereof becoming out of repair, or due to the happening of any accident in or about said building, or due to any act or neglect of any tenant or occupant of said building, or of any other person unless due to Lessor's gross negligence.

RULES & REGULATIONS

14. The Lessee, and his agents and servants, shall at all times observe, perform and abide by all the rules and regulations to be promulgated by the Lessor and reviewed with Lessee and such reasonable modifications thereof and additions thereto as may be hereafter adopted by the Lessor and which apply to all tenants of the building in which the premises are located.

RIGHTS AND REMEDIES UPON DEFAULT OR TERMINATION

15. In case the Lessee shall make any default in respect to any of the foregoing covenants and said default is not cured within ten (10) days after receipt of notice (30 days in the case of a non-monetary default), then the Lessor may at its option at once, with notice to the Lessee or to any other person, terminate this lease; and upon termination of said lease at the option of the Lessor, as aforesaid or at the expiration by lapse of time of the term hereby demised, the Lessee shall at once surrender possession of said premises to the Lessor, and if such possession be not immediately surrendered, the Lessor may institute an action for forcible entry for possession and monies due. No receipt of monies by the Lessor from the Lessee, after termination in any way of this lease, shall reinstate, continue or extend the term of this lease or affect any notice given to the Lessee prior to the receipt of such money.

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16. In case the Lessee shall vacate said premises during the life of this Lease, the Lessor may, at its option, without terminating this Lease, enter into said premises and relet the same for the account of the Lessee -for such rent and upon such terms as the Lessor shall approve; and if a sufficient sum shall not be thus realized monthly (after paying the expenses of such reletting and of collecting the rent accruing from such reletting) to satisfy the monthly rent above provided to be paid by the Lessee, then the Lessee shall satisfy and pay such deficiency upon demand monthly.

17. The Lessee shall pay all attorneys' fees and expenses of the Lessor incurred in enforcing any of the obligations of the Lessee under this Lease, or in any litigation or negotiation in which the Lessor shall, without its fault, become involved through or on account of this Lease. Notwithstanding, in any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover from the other party its professional fees for attorneys, appraisers and accountants, its investigation costs, and any other legal expenses and court costs incurred by the prevailing party in such action or proceeding.

18. The Lessor shall have a first lien upon the interest of the Lessee under this Lease, to secure the payment of all moneys due under this Lease, which lien may be foreclosed in equity at any time when money is overdue under this Lease; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of said premises and who may relet the same under the orders of the court appointing him.

19. This Lease does not grant any rights to light and air over property except public streets and alleys, adjoining the land on which said building is situated.

HOLDING OVER

20. If the Lessee retains possession of the premises or any part thereof after the termination of the term by lapse of time or otherwise, then the Lessor may at its option within thirty (30) days after the termination of the term serve written notice upon Lessee that such holding over constitutes a creation of a month to month tenancy, upon the terms of this Lease except at 150% the monthly rental specified in Section 1. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee.

GENERAL PROVISIONS

21. The Lessee shall pay to the Lessor upon termination of this Lease for default of the Lessee, and upon the vacation of said premises by the Lessee, a sum of money equal to the entire amount of rent by this Lease provided to be paid and at that time remaining unpaid, as the liquidated damages of the Lessor. Upon making such payment the Lessee shall be entitled to receive from the Lessor all rents received by the Lessor from other tenants on account of said premises during the term originally by this Lease demised, provided, however, that the money to which the Lessee shall so become entitled shall in no event exceed the liquidated damages last aforesaid.

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22. If the building or any material portion thereof containing the demised premises shall be taken or condemned by any competent authority for a public use or purpose the term of this Lease shall end upon the date when possession of the part so taken shall be required for such use or purpose, without apportionment of the award.

23. If, during the life of this Lease, the premises shall be so injured by fire, explosion or other casualty, as to be untenable, then unless said injury be repaired within One Hundred Twenty (120) days thereafter either party hereto may cancel this Lease, in which case rent shall be apportioned and paid to the day of such fire, explosion or other casualty.

24. All rights and remedies of the Lessor under this Lease shall be cumulative, and none shall exclude any rights and remedies allowed by law.

25. Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit of, not only the Lessor and the Lessee, but also their respective successors, legal representatives and assigns.

SECURITY DEPOSIT

26. Lessee shall deposit with Lessor the sum of Five Thousand Five Hundred Three Dollars and Zero Cents (\$5,503.00) as a security deposit which sum shall be held by Lessor to insure Lessee's financial obligations under this Lease. No interest shall be paid on the security deposit.

SIGNAGE

27. Lessor shall seek approval, and if approved, shall install and provide power to a monument sign on the Golf Road and Higgins Road entrances of the Office Building, as well as the Building sign. Lessee will be allocated approximately fifty percent (50%) of the Building monument signage and for their use. Lessee shall have the right to design and install a sign consistent with the Village of Schaumburg approval and permits. Lessor shall have its choice as to sign location on the monument sign for Golf Road. Should the Higgins Road sign be approved, Lessee shall have its choice as to sign location on the monument sign on Higgins Road. Lessor shall install the monument sign(s) at Lessor's cost. Actual signage on the monument and building shall be at Lessee's sole expense. The Lessor shall also apply for additional permits allowing for building signage. The Lessor will hire a sign company to apply for permits at its expense, but no guarantee can be given that such approval will be issued by the Village of Schaumburg. Upon approval by the Village of Schaumburg, Lessor will provide a diagram of the permitted Building Signage opportunities to Lessee indicating the positions on the building that signage can be installed. Lessee shall have the right to design and install signage in the permitted locations consistent with the Village of Schaumburg approval and permits and shall be entitled to the use of up to fifty percent (50%) of the approved signage.

OPTIONS TO RENEW

28. The Tenant shall have the option to extend the initial term of this Lease for two (2) separate additional periods of five (5) years. The base rental for the renewal term will be the lesser of the prevailing market rate or the then escalated rental rate plus three percent (3%) with annual Three Percent (3%) Increase per year after Year 1 of the renewal option. The option to renew may be

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exercised by Tenant giving written notice to Landlord no later than six (6) months prior to expiration of initial term existing as of the date of Lessee's election to renew.

BUILD OUT

29. Lessee shall complete the build out of the demised premises at Lessee's expense. All improvements and designs shall be subject to review by Lessor and Lessor's general contractor, and comply with all building codes. Lessee shall secure lien waivers from all contractors and subcontractors before occupancy of the premises. Lessor shall reimburse the build out expenses of Lessee an amount up to Seventy Three Thousand Three Hundred Eighty Dollars and Zero Cents (\$73,380.00) (\$30.00 per square foot), with a deposit of Thirty Six Thousand Six Hundred Ninety Dollars and Zero Cents (\$36,690.00) (one half of the maximum reimbursement) to Lessee or its contractor upon the start of construction. The balance of Lessor's contribution (a maximum of Thirty Six Thousand Six Hundred Ninety Dollars and Zero Cents or \$36,690.00) shall be payable within thirty (30) days after receipt of all final lien waivers and the issuance of the permanent certificate of occupancy from the municipal authority, provided that Lessee shall not be in default of any other provision of this Lease Agreement. In the event Lessor does not pay the Build Out contribution as indicated above, Lessee upon written notice may offset rent until the Build Out contribution is paid in full.

PARKING

30. Parking is allocated on a first come, first serve basis for the customers and employees of Lessor, Lessee and any additional building tenants. Lessor shall not reserve any spots for its use or other tenants use during the Lease Term or Renewal Terms.

HEADINGS

31. Headings are for the convenience of the parties only and are not to be continued as part of this Lease Agreement.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and affixed their respective seals, this day and year first above written.

(Signature Page Attached)

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LESSOR:

GARG ASSOCIATES, L.L. C.

Mark Garg

By: OWNER

Its: Mark Garg

5.07.2011

Property of Cook County Clerk's Office

LESSEE:

MARK MORRIS, DMD PC.

Mark Morris's DMD PC

By: MM

Its: owner

LESSEE:

MM

DR. MARK MORRIS

MM