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Doc#: 1313756019 Fee: \$54.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/17/2013 11:38 AM Pg: 1 of 9

COMMERCIAL LEASE AGREEMENT

Date of Lease: DECEMBER 31, 2007

Lessor: WIESLAW GIZYNSKI

Lessee: HOME GALLERY PRODUCTS, LLC, an Illinois limited liability company

Address of Leased Premises: 3432 W. HENDERSON, CHICAGO, IL 60618

P.I.N.: 13-23-405-039-0000

Legal description attached hereto as Exhibit "A" and incorporated herein by reference.

Prepared by: Wieslaw Gizynski, 24522 N. Kelsey Road, Lake Barrington, IL 60010

Mail reorded document to: Wieslaw Gizynski, 24522 N. Kelsey Road, Lake Barrington, IL 60010

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COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (Lease) is entered into on this 31 day of DECEMBER, 2007, by and between WIESLAW GIZYNSKI (Landlord) and HOME GALLERY PRODUCTS LLC (Tenant). Landlord is the owner of land and improvements whose address is: 24522 KELSEY ROAD, LAKE BARRINGTON, IL 60010. Landlord makes 27,500 square feet available for lease a portion of the Building designated as 3432 WEST HENDERSON, CHICAGO, IL 60618 (Leased Premises).

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the provisions set forth herein.

THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, it is agreed:

Term.

The Initial Term of the Lease shall begin on the 1-ST day of JANUARY, 2008, and end on the 31-ST day of December, 2012. Landlord shall use its best efforts to put Tenant in possession of the Leased Premises on the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

Tenant may renew the Lease for one additional term of 5 YEARS. Tenant shall exercise such renewal option, if at all, by providing written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as contained in this Lease.

Rent.

Tenant shall pay to Landlord during the Initial Term rent of 120,000.00 Dollars (\$) per year, payable in installments of 10,000.00 Dollars (\$) per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at the following address: Wieslaw Gizynski, 24522 Kelsey Rd, Lake Barrington IL 60010

The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

Tenant shall also pay to Landlord a "Security Deposit" in the amount of 20,000.00 Dollars (\$).

The annual increase of rent is 5%. Here are payment effective on the 1st of January .

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Following years:

2008 - \$10,000.00
2009 - \$10,500.00
2010 - \$11,025.00
2011 - \$11,576.00
2012 - \$12,155.00

Extended term for 5 years below:

2013 - \$12,762.00
2014 - \$13,400.00
2015 - \$14,070.00
2016 - \$14,713.00
2017 - \$15,508.00

OK - up to 12/31/2017
Wade Quinn
12/31/2012
Alden Kinolds
12/31/2012

Prohibited Uses.

Notwithstanding the foregoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a business with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets.

Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right, upon obtaining Landlord's consent, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality

materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations,

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whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that Tenant shall repair, at Tenant's expense, all damage to the Leased Premises caused by such removal.

Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

Insurance.

If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act of negligence by Tenant or by any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and all repairs should be performed by landlord of landlords role cost and expenses.

Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amount as Landlord shall deem appropriate.

Utilities.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges.

Tenant shall pay such all such utility charges prior to the due date. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, over load the wiring or interfere with electrical services to other tenants.

Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or

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use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

Parking.

During the term of this Lease, Tenant shall have the exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas for Tenant and Tenant's agents and employees. Tenant shall provide Landlord with a list of all license numbers for the cars owned by Tenant, its agents and employees.

Damage and Destruction.

If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Tenant or by any of Tenant's agents, employees or invitees, that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

Default.

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In the event of a default made by Tenant in the payment of rent wifen due to Landlord, Tenant shall have thirty (30) days after receipt of written notice thereof to cure such default. In the event of a default made by Tenant in any of the other covenants or conditions to be kept, observed and performed by Tenant, Tenant shall have sixty (60) days after receipt of written notice thereof to cure such default. In the event that the Tenant shall fail to cure any default within the time allowed under this paragraph, Landlord may declare the term of this Lease ended ad terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages. In the event, landlord terminates the lease prior to its termination date, extensions, if any then the tenant shall be entitled to payment from landlord in the amount of \$250,000.00 as liquidated damages and not as a penalty.

Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

Security Deposit.

Landlord shall hold the Security Deposit without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that Tenant shall not consider the Security Deposit an advance payment of rent or a measure of Landlord's damages in case of default. Unless otherwise provided by law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, Landlord shall return the balance of the Security Deposit remaining after any such application to Tenant.

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Notice. Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Landlord: WIESLAW GIZYNSKI, 24522 KELSEY ROAD, LAKE BARRINGTON, IL 60010

Tenant: HOME GALLERY PRODUCTS. 3432 WEST HENDERSON, CHICAGO, IL 60618.

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

Brokers.

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

Performance.

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If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of 12 percent (%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the un-reimbursed balance plus accrued interest to Tenant on demand.

Compliance with Law.

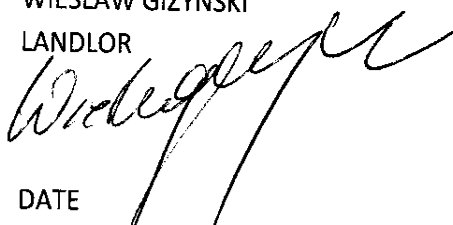
Tenant and Landlord each shall comply with all laws, orders, ordinances and other public requirements now or hereafter, affecting the Leased Premises.

Final Agreement.


This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

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

WIESLAW GIZYNSKI
LANDLOR


DATE
12/31/2007

Home Gallery Products LLC.
Manager - Aldona Rzeszotarska


DATE
12/31/2007

UNOFFICIAL COPY**EXHIBIT "A"**

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 40, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED ON THE NORTHEAST BY THE SOUTHWESTERLY LINE OF NORTH AVONDALE AVENUE; ON THE EAST BY THE WEST LINE OF NORTH KIMBALL AVENUE; ON THE SOUTH BY THE NORTH LINE OF WEST HENDERSON STREET; AND ON THE WEST BY A LINE EXTENDING FROM SAID SOUTHWESTERLY LINE OF NORTH AVONDALE AVENUE TO SAID NORTH LINE OF WEST HENDERSON STREET, AT A DISTANCE OF 589.49 FEET EAST OF AND PARALLEL TO THE EAST LINE OF NORTH DRAKE AVENUE IN THE CITY OF CHICAGO; COMPRISING ALL OF LOTS IN BLOCK 1 IN THE SUBDIVISION (BY DADA AND OTHERS) OF PART OF THE SAID WEST 1/2 OF THE SOUTHEAST 1/4 ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 1185671; ALSO COMPRISING THAT PART OF LOTS 2 TO 13 INCLUSIVE (TAKEN AS A TRACT) WHICH LIES SOUTHERLY OF SAID SOUTHWESTERLY LINE OF NORTH AVONDALE AVENUE TOGETHER WITH THE EAST 1/2 OF THAT PART OF THE VACATED ALLEY LYING SOUTHERLY OF SAID SOUTHWESTERLY STREET LINE WHICH LIES WEST OF SAID LOTS 2 TO 13 INCLUSIVE IN HALLS SUBDIVISION OF LOT 10 IN ASSESSOR'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED IN RECORDER'S OFFICE SEPTEMBER 10, 1869 AS DOCUMENT 25138 TOGETHER WITH SO MUCH OF THE VACATED STREET LYING WEST OF SAID BLOCK 1 AND EAST OF SAID HALL'S SUBDIVISION AS LIES SOUTH OF SAID SOUTHWESTERLY LINE OF NORTH AVONDALE AVENUE, (EXCEPT THAT PART OF LOTS 2 TO 7 INCLUSIVE, IN BLOCK 1 IN SUBDIVISION (BY DADA AND OTHERS) ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 1185671 OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF AVONDALE AVENUE AND THE WEST LINE OF NORTH KIMBALL AVENUE; RUNNING THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID AVONDALE AVENUE, 184.43 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE SOUTHWESTERLY LINE OF AVONDALE 15.05 FEET; THENCE SOUTHERLY 26.11 FEET TO A LINE WHICH IS 38 FEET SOUTHWESTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID AVONDALE AVENUE; THENCE SOUTHEASTERLY ALONG LAST MENTIONED LINE 99.15 FEET TO A LINE WHICH IS 60 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF NORTH KIMBALL AVENUE; THENCE SOUTH ALONG LAST MENTIONED LINE 24.17 FEET TO THE NORTH LINE OF THE WEST HENDERSON STREET; THENCE EAST ALONG THE NORTH LINE OF SAID WEST HENDERSON STREET 80 FEET TO THE WEST LINE OF NORTH KIMBALL AVENUE; THENCE NORTH ALONG THE WEST LINE OF SAID NORTH KIMBALL AVENUE 9.60 FEET TO THE PLACE OF BEGINNING), ALL COOK COUNTY, ILLINOIS.

P.I.N.: 13-23-405-039-0000

PROPERTY ADDRESS: 3432 W. HENDERSON, CHICAGO, IL 60618