

LEASE AGREEMENT

DATE OF LEASE:

TERM OF LEASE

BEGINNING DATE:

ENDING DATE:

MONTHLY RENT:

LOCATION OF PREMISES

Space consisting of _____ floor of a five story building located at:
3636 So. Iron St. Chicago, IL

PURPOSE

LESSEE

NAME
ADDRESS:
CITY:

LESSOR

NAME:
ADDRESS: 3636 So. Iron St.
CITY: Chicago, IL 60609

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

LEASE COVENANTS AND AGREEMENTS

1. **RENT.** Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.
2. **HEAT; NON-LIABILITY OF LESSOR.** Lessor will at all reasonable hours during each day and evening, from October 1 to May 1 during the term, when required by the season, furnish at his own expense heat for the heating apparatus in the demised premises, except when prevented by accidents and unavoidable delays, provided, however, that except as provided by Illinois statute, the Lessor shall not be held liable in damages on account of any personal injury or loss occasioned by the failure of the heating apparatus to heat the Premises sufficiently, by any leakage or breakage of the pipes, by any defect in the electric wiring, elevator apparatus and service thereof, or by reason of any other defect, latent or patent, in, around or about the said building.
3. **HALLS.** Lessor will cause the halls, corridors and other parts of the building adjacent to the Premises to be lighted, cleaned and generally cared for, accidents and unavoidable delays excepted.
4. **RULES AND REGULATIONS.** See Addendum 1 for a complete list of rules and regulations.
5. **ASSIGNMENT; SUBLETTING.** Lessee shall neither sublet the Premises or any part thereof nor assign this Lease nor permit by any act or default any transfer of Lessee's interest by operation of law, nor offer the Premises or any part thereof for lease of sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case the written consent of Lessor.
6. **SURRENDER OF PREMISES.** Lessee shall quit and surrender the Premises at the end of the term in as good condition as the reasonable use thereof will permit, with all keys thereto, and shall not make any alterations in the Premises without the written consent of Lessor; and alterations which may be made by either party hereto upon the Premises, except movable furniture and fixtures put in at the expense of Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this lease.
7. **NO WASTE OR MISUSE.** Lessee shall restore the Premises to Lessor, with glass of like kind and quality in the several doors and windows thereof, entire and unbroken, as is now therein, and will not allow any waste of the water or misuse or neglect the water or light fixtures on the Premises, and will pay all damages to the Premises as well as all other damage to other tenants of the Building, caused by such waste or misuse.
8. **TERMINATION; ABANDONMENT; RE-ENTRY; RELETTING.** At the termination of this lease, by lapse of time or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor, and failing so to do, to pay as liquidated damages, for the whole time such possession is withheld, the sum of \$150 per day, and it shall be lawful for the Lessor or his legal representative at any time thereafter, without notice, to re-enter the Premises or any part thereof, either with or (to the extent permitted by law) without process of law, and to expel, remove and put out the Lessee or any person or persons occupying the same, using such force as may be necessary so to do, and to repossess and enjoy the Premises again as before this lease, without prejudice to any remedies which

- might otherwise be used for arrears of rent or preceding breach of covenants; or in case the Premises shall be abandoned, deserted, or vacated, and remain unoccupied five days consecutively, the Lessee hereby authorizes and request the Lessor as Lessee's agent to re-enter the Premises and remove all articles found therein, place them in some regular warehouse or other suitable storage place, at the cost and expense of Lessee, and proceed to re-rent the Premises at the Lessor's option and discretion and apply all money so received after paying the expenses of such removal toward the rent accruing under this lease. This request shall not in any way be construed as requiring any compliance therewith on the part of the Lessor, except as required by Illinois statute. If the Lessee shall fail to pay the rent at the times, place and in the manner above provided, and the same shall remain unpaid five days after the day whereon the same should be paid, the Lessor by reason thereof shall be authorized to declare the term ended, and the Lessee hereby expressly waives all right or rights to any notice or demand under any statute of the state relative to forcible entry or detainer or landlord and tenant, and agrees that the Lessor, his agents or assigns may begin suit for possession or rent without notice or demand.
9. **REMOVED PROPERTY.** In the event of re-entry and removal of the articles found on the Premises as hereinbefore provided, the Lessee hereby authorizes and request the Lessor to sell the same at public or private sale with or without notice, and the proceeds thereof, after paying the expenses of removal, storage and sale to apply towards the rent reserved herein, rendering the overplus, if any, to Lessee upon demand.
10. **LESSOR NOT LIABLE.** Except as provided by Illinois statute, the Lessor shall not be liable for any loss of property or defects in the Building or in the Premises, or an accidental damages to the person or property of the Lessee in or about the Building or the Premises, from water, rain or snow which may leak into, issue or flow from any part of the Building or the Premises, or from the pipes or plumbing works of the same. The Lessee hereby covenants and agrees to make no claim for any such loss or damage at any time. The Lessor shall not be liable for any loss or damage of or to any property placed in any storeroom or storage place in the Building, such storeroom or storage place being furnished gratuitously, and no part of the obligations of this lease.
11. **OPTION TO TERMINATE.** In the event that the Lessor, his successors, attorneys or assigns shall desire to regain the possession of the Premises herein described, for any reason, Lessor shall have the option of so doing upon giving the Lessee ninety days' notice of Lessor's election to exercise such option.
12. **PLURALS; SUCCESSORS.** The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

13. **ATTORNEYS' FEES.** In the event of any litigation between Lessor and Lessee to enforce any provision of this Lease or any right of either party hereto, the unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein. In addition, if Lessor, without fault, is made a party to any litigation instituted by or against Lessee, Lessee shall indemnify Lessor against and save it harmless from all costs and expenses, including reasonable attorneys' fees, incurred by it in connection therewith.
14. **DEFAULTS BY LESSEE.** If Lessee defaults in fulfilling any of the terms or conditions of this Lease and such default shall not be cured within five (5) business days if a monetary default, (twenty (20) business days if a non-monetary default) after notice to cure has been furnished to Lessee, or if Lessee fails to proceed diligently to cure such default if such default is non-monetary and not curable in the twenty (20) business day period, Lessor may terminate this Lease. Upon termination, the term under this Lease shall expire as fully and completely as if that day were the day herein definitely fixed for the expiration of the term, and Lessee shall surrender and deliver the demised Premises to Lessor but Lessee shall remain liable for the unpaid rent and other charges for the remaining term of this Lease.
15. **NOTICES.** Any notice shall be in writing and shall be deemed to have been duly given only if mailed by registered or certified mail, return receipt requested, in a postpaid envelope addressed (a) if to Lessee, at the Building, (b) if to Lessor, at Lessor's address as first above set forth, or at such other addresses as Lessee or Lessor, respectively, may designate in writing. Any notice by Lessor to Lessee shall also be deemed duly given if personally delivered to Lessee at the Building. Notice shall be deemed to have been duly given, if delivered personally, upon delivery thereof, and if mailed, upon the third day after the mailing thereof.
16. **DAMAGE TO PROPERTY; INJURY TO PERSONS; INDEMNIFICATION.** Lessee hereby waives all claims, except claims caused by or resulting from the negligence of Lessor, its agents, servants or employees, which Lessee or Lessee's successors or assigns may have against Lessor, and the agents, servants or employees of Lessor, for the loss, theft of damage to property and for injuries to persons in, upon or about the Premises, or the Building, from any cause whatsoever. Lessee will hold Lessor, and the agents, servants and employees of Lessor harmless from and on account of any damage or injury to any person, or to the goods, wares and merchandise of any person, arising from the use of the Premises by Lessee or arising from the failure of Lessee to keep the Premises in good condition as herein provided. Neither Lessor nor the agents, servants or employees of Lessor shall be liable to Lessee for any damage by or from any act or negligence of any co-Lessee or other occupant of the Building, or by any owner or occupant of adjoining or contiguous property. Lessee agrees to pay for all damage to the Building or the Premises, as well as all damages to Lessees or occupants thereof caused by Lessee's misuse or neglect of the Premises, its apparatus or appurtenances or caused by any licensee, contractor, agent or employee of Lessee. Notwithstanding the foregoing provisions, neither Lessor nor Lessee shall be liable to one another for any loss, damage or injury

caused by its act or neglect to the extent that the other party has recovered the amount of such loss, damage or injury from insurance and the insurance company is bound by this waiver of liability.

Particularly, but not in limitation of the foregoing paragraph, all property belonging to Lessee that is in the Building or the Premises shall be there at the risk of Lessee only, and neither Lessor, nor the agents, servants or employees of Lessor (except in case of the negligence of Lessor or its agents, servants or employees) shall be liable for: (a) damage to or theft of or misappropriation of such property; (b) damage to property entrusted to Lessor, its agents, servants or employees, if any; (c) the loss or damage to any property by theft or otherwise, by any means whatsoever; (d) any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, parking area or other place or resulting from dampness, or any other cause whatsoever; and (e) interference with the light, or any latent defect in the Premises or in the Building. Lessee shall give prompt notice to Lessor in case of fire or accidents in the Premises or in the Building or of defects therein or in the fixtures or equipment appurtenant thereto.

Lessee agrees to indemnify and save the Lessor, its agents, servants and employees harmless against any and all claims, demands, costs and expenses, including reasonable attorneys' fees for the defense thereof, arising from Lessee's occupation of the Premises or from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this Lease or from any act or negligence of Lessee, its agents, servants, employees or invitees, in or about the Premises. In case of any action or proceeding brought against Lessor, its agents, servants or employees by reason of any such claim, upon notice from Lessor, Lessee covenants to defend such action or proceeding by counsel reasonably satisfactory to Lessor. If any damage, whether to the Premises or to the Building or the property, or any part thereof, or whether to the Lessor or to other Lessees in the Building, results from any act of neglect of the Lessee or of the Lessee's agents, servants, employees or invitees, the Lessor may, at the Lessor's option, repair such damage and the Lessee shall, upon demand by the Lessor, reimburse the Lessor forthwith for the total cost of such repairs.

Lessee shall maintain in full force and effect during the term of this Lease, with financially responsible and reputable companies approved by Lessor: (a) fire and extended coverage insurance (including an endorsement for vandalism and malicious mischief) covering all of Lessee's property in, on or about the Premises, with full waiver of subrogation rights against Lessor and in an amount equal to the full replacement cost of such property; (b) public liability insurance, insuring Lessee against all claims, demands and action for injury to or death of any one person in an amount of not less than \$500,000; and for injury to or death of more than one persons in any one accident in an amount of not less than \$1,000,000;

and for damage to property in an amount of not less than \$50,000 made by or on behalf of any person, firm or corporation, arising from , related to or connected with the conduct and operation of Lessee's business in the Premises; and (c) Workman's Compensation insurance in an adequate amount to protect Lessee's employees, but not less than the amount required by statute. The aforementioned insurance policy or policies shall name Lessor as an additional party insured, and a certificate of such insurance shall be delivered to Lessor not later than the date of Lessee's occupancy of the Premises. All such insurance policies shall indicate that at least thirty (30) days prior to written notice shall be delivered to Lessor by the insurer prior to termination or cancellation of such insurance.

17. **SECURITY DEPOSIT.** Lessee has deposited with Lessor the sum of \$ as security for the full and faithful performance of every provision of this Lease to be performed by Lessee. If Lessee defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of rent, Lessor may use, apply or retain all or any part of this security deposit for the payment of any rent and any other sum in default, or for the payment of any other amount which Lessor may spend or become obligated to spend by reason of Lessee's default, or to compensate Lessor for any other loss or damage which Lessor may suffer by reason of Lessee's default. If any portion of said deposit is to be used or applied, Lessee shall, within five (5) days after written demand therefore, deposit cash with Lessor in an amount sufficient to restore the security deposit to its original amount and Lessee's failure to do so shall be a material breach of this Lease. Lessor shall not be required to keep this security deposit separate from its general funds and Lessee shall not be entitled to interest on such deposit. If Lessee shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Lessee (or at Lessor's option to the last assignee of Lessee's interest hereunder) at the expiration of the Lease Term and upon Lessee's vacation of the Premises.
18. **IMPROVEMENTS.** Lessee is taking possession of the Premises and accepting it in "as is" condition.
Tenant can make improvements to the space with approval from the Landlord.
19. **CLEANING.** Cleaning of the premises shall be arranged and paid for by Lessee
20. **UTILITIES and REAL ESTATE TAXES.** Included in the rent

21. Tenant has 24/7 access to "premises" and common areas like hallways on 1 and 5. leading to premises as well as the common dock area. Tenant must be trained to use the freight elevators during hours when attendant is not in the building.

LESSEE

LESSOR

By:

Title:

ASSIGNMENT BY LESSOR

On this _____, 20_____, for value received, Lessor hereby transfers, assigns and sets over to _____, all right, title and interest in and to the above Lease and the rent thereby reserved, except due and payable prior to _____, 20_____.

_____ (seal)

_____ (seal)