

10/8/2014

123-O-14

AN ORDINANCE

Authorizing the City Manager to Negotiate and Execute a Lease Agreement for Property Located at 745 Howard Street for the Evanston Police Department's Outpost

WHEREAS, the City of Evanston owns certain real property located at 633 Howard Street, which is improved with a one-story commercial building and serves as the Evanston Police Department Outpost facility (the "Current Outpost"); and

WHEREAS, the Current Outpost is situated in an area of economic development investment by the City and the City would like to utilize the Current Outpost for commercial purposes; and

WHEREAS, the Evanston Police Department seeks to still have a facility for it's operational use and a smaller commercial space has been identified for said use at 745 Howard Street, Evanston, Illinois and legally described in Exhibit 1 (the "Premises"); and

WHEREAS, the City Council has determined that it is in the best interests of the City of Evanston to negotiate and execute a three (3) year lease with the owner, Von Medvey Management, L.L.C., an Illinois limited liability company for the Premises; and

WHEREAS, the City Council deems the lease and renovation of the Premises to a new Police Department Outpost as necessary, desirable, and in the public interest to retain a facility space for Police operations in the south part of Evanston; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: The foregoing recitals are hereby found as fact and incorporated herein by reference.

SECTION 2: Pursuant to Subsection 1-17-4-1 of the Evanston City Code of 2012, as amended (the "City Code"), the City Manager is hereby authorized and directed to further negotiate and execute, and the City Clerk is hereby authorized and directed to attest, on behalf of the City of Evanston, the lease agreement for the Property, by and between the City of Evanston, as tenant and Von Medvey Management, L.L.C., as landlord. The lease agreement shall be in substantial conformity with the Lease attached hereto as Exhibit "2" and incorporated herein by reference.

SECTION 3: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: The findings and recitals contained herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 6: This ordinance shall be in full force and effect from and after

its passage, approval, and publication in the manner provided by law.

Ayes: 7


Nays: 2

Introduced: December 8, 2014


Approved:

Adopted: December 8, 2014

December 10, 2014


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Approved as to form:


W. Grant Farrar, Corporation Counsel

EXHIBIT 1

LEGAL DESCRIPTION

LOTS 19, 20, 21, AND 22 IN BLOCK 8 IN BRUMMEL AND CASE HOWARD
TERMINAL ADDITION, A SUBDIVISION IN THE NORTHWEST $\frac{1}{4}$ OF SECTION 30,
TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

Real property address: 745 Howard Street, Evanston, Illinois 60202

PIN: 11-30-124-016-0000

EXHIBIT 2
LEASE AGREEMENT

OFFICE LEASE

THIS OFFICE LEASE (this "Lease") is made as of the _____, by and between **Von Medvey Management, L.L.C.**, an Illinois limited liability company, ("Landlord") and **City of Evanston**, an Illinois municipal corporation ("Tenant"). The Landlord and Tenant shall be collectively referred to herein as the "Parties".

Landlord hereby leases to Tenant and Tenant hereby accepts the premises (the "Premises") designated on the plan attached hereto as Exhibit "A", comprised of approximately 800 rentable square feet known as 745 Howard Street, Evanston, Illinois in the building (the "Building") located on the Land (the "Land") commonly known as 751 Howard Street, Evanston, Illinois 60202, for the term of three years commencing on the 1st day of December, 2014 and terminating on the 30th day of November, 2017 (the "Term"), both dates inclusive, unless sooner terminated as provided herein.

In consideration thereof, Landlord and Tenant covenant and agree as follows:

1. **BASE RENT.** Tenant shall pay to Landlord at the office of Landlord or at such other place as Landlord may designate the monthly Base Rent as follows:

| TERM | MONTHLY BASE RENT |
|---------|-------------------|
| 3 years | \$1,000.00 |

Each monthly Base Rent payment shall be made in advance on the first day of each and every month during the Term, without any set-off or deduction whatsoever, except that Tenant shall pay the first full month's installment at the time of execution of this Lease. If the Term commences other than on the first day of a month or ends other than on the last day of the month, the Base Rent for such month shall be prorated, and the prorated rent for the portion of the month in which the Term commences shall be paid at the time of execution of this Lease.

2. **ADDITIONAL RENT.** All amounts required or provided to be paid by Tenant under this Lease in addition to base rent shall be deemed rent, and the failure to pay the same shall be treated in all events as the failure to pay rent. Under no circumstances can the Landlord seek reimbursement for payment of real estate taxes or for the Tenant to pay the real estate taxes directly. The Tenant is a municipal corporation and its uses of the Premises are tax exempt and for City police functions.

3. **OCCUPANCY.** Tenant shall use and occupy the Premises for general office purposes related to police department operations.

4. **CONDITION OF PREMISES.** The Tenant's taking possession shall be conclusive evidence that the Premises and the Building were in good order and satisfactory condition when the Tenant took possession, and Tenant, having examined the Premises, accepts same in "AS-IS" condition. No promise of the Landlord to alter, remodel or improve the Premises or the Building and no representation respecting the condition of the Premises or the Building have been made by the Landlord to the Tenant. Landlord agrees to remove the shelving on the west wall of the Premises prior to December 1, 2014.

5. **POSSESSION.** The Premises shall be ready for occupancy by Tenant upon the commencement of the Term. In the event the Premises shall not be completed and ready for occupancy

on the date fixed for the commencement of the Term or in the event Landlord is unable to deliver possession on such date by reason of the holding over or retention of possession by any tenant or occupant, this Lease shall nevertheless continue in force and effect but Rent (including Additional Rent) shall abate in full until the Premises are ready for occupancy or until the Landlord is able to deliver possession, as the case may be, and Landlord shall have no other liability whatsoever on account thereof; provided, however, there shall be no abatement of Rent if the Premises are not ready for occupancy because of the failure to complete the installation of special equipment, fixtures or materials ordered by Tenant. The Premises shall not be deemed incomplete or not ready for occupancy if only insubstantial details of construction, decoration or mechanical adjustments remain to be done. Except as otherwise agreed upon in writing, the determination of Landlord's architect shall be final and conclusive on both Landlord and Tenant as to whether the Premises are completed and ready for occupancy. If Tenant shall take possession of any part of the Premises prior to the date fixed above as the first day of the Term (which Tenant may not do without Landlord's prior written consent), all of the covenants and conditions of this Lease shall be binding upon the parties hereto with respect to such part of the Premises as if the first day of the Term has been fixed as the date when Tenant entered such possession and Tenant shall pay to Landlord rent for the period of such occupancy prior to the first day of the Term of this Lease at the rate of the annual Base Rent set forth in Paragraph 1 hereof for the portion of the Premises so occupied. Under no circumstances shall the occurrence of any of the events hereinabove referred to be deemed to accelerate or defer the stated expiration date of the Term.

6. **SERVICES.**

6.1. **Utilities:** Electricity for all receptacles on the Premises and for all lighting on the Premises and DDC boxes for ventilation and secondary heating shall be separately metered and billed directly to, and be the sole responsibility of, Tenant by Commonwealth Edison. The cost of installing separate meters for any of the above purposes shall be borne solely by Landlord.

(a) If Tenant requires electricity for equipment and accessories not normal to office usage, Tenant shall procure electricity for such equipment and accessories, at Tenant's expense, from the local public utility company servicing the Building. Tenant shall pay for the cost of installing any additional required meters.

(b) Any and all costs associated with water and gas delivery to the Premises shall be paid by the Landlord.

(c) Landlord shall provide the following services on all days during the Term, excepting Sundays and holidays, unless otherwise stated: N/A

(d) Tenant shall have access to the Premises at all times.

(e) Landlord does not covenant that any of the services or utilities to be provided by Landlord pursuant to this Lease will be free from failures or delays caused by repairs, renewals, improvements, changes of service, alterations, work stoppages, labor controversies, accidents, inability to obtain fuel, electricity, water supplies or other causes beyond the reasonable control of Landlord. Tenant agrees that Landlord shall not be liable in damages, by abatement of rent or otherwise, for failure to furnish or delay in furnishing any service when such failure or delay is occasioned, in whole or in part, by repairs, renewals or improvements, by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water, or other fuel at the Building after reasonable effort so to do, by any accident or casualty whatsoever, by the act or default of Tenant or other parties, or by any cause beyond the reasonable control of Landlord; and

such failures or delays shall never be deemed to constitute an eviction or disturbance of the Tenant's use and possession of the Premises or relieve the Tenant from paying rent or performing any of its obligations under this Lease, and Tenant hereby waives and releases all claims which it may at any time hereafter have against Landlord related to any such failure or delay.

(f) All charges for services for which Tenant is required to pay hereunder shall be due and payable at the same time as the installment of rent with which they are billed, or, if billed separately, shall be due and payable within ten (10) days after such billing. If Tenant shall fail to make payment for any such services, Landlord may, without notice to Tenant, discontinue any or all of such services and such discontinuance shall not be deemed to constitute an eviction or a disturbance of the Tenant's use and possession of the Premises or relieve Tenant from paying rent or performing any of its other obligations under this Lease.

6.2. Landlord Not Responsible for Interruption of Service. Landlord shall in no way be liable or responsible for any loss, damage, or expense that Tenant may sustain or incur by reason of any change, failure, interference, disruption, defect, interruption or delay in the supply or character of the electric energy furnished to the Premises or the Building, or if the quantity or character of the electric energy supplied by the electric service provider is no longer available or suitable for Tenant's requirements, and no such change, failure, defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of rent, or relieve Tenant from any of its obligations under the Lease.

7. REPAIRS. Subject to Paragraph 11 hereof, Tenant will at Tenant's own expense, keep the Premises in good order, repair and condition during the Term, and Tenant shall promptly and adequately repair all damage to the Premises and replace or repair all damaged or broken fixtures and appurtenances with fixtures or appurtenances of substantially the same grade, make and quality, under the supervision and subject to the approval of the Landlord, and within any reasonable period of time specified by the Landlord. Tenant's obligation for repairs shall not include any obligation to make structural repairs, including the walls, roof, floors and internal pipes, conduits, ducts, lines, wires, drains and flues and all other facilities for plumbing, electricity, heating, and air conditioning, unless such repairs are caused by the negligence of Tenant. If the Tenant does not make his required repairs and replacements, Landlord may, but need not, do so, and Tenant shall pay Landlord the cost thereof forthwith upon being billed for same.

Landlord may, but shall not be required to, enter the Premises at all reasonable times and upon reasonable notice to Tenant to make such repairs, alterations, improvements and additions, including, without limitation, conduits, ducts, internal pipes, lines, wires, drains and flues and all other facilities for plumbing, electricity, heating and air conditioning, as Landlord shall desire or deem necessary to the Premises or to the Building or to any equipment located in the Building or as Landlord may be required to do by government authority or court order or decree.

8. ADDITIONS AND ALTERATIONS. Tenant shall not, without the prior written consent of Landlord, make any alterations, improvements or additions to the Premises except for the improvements and build out fully described in the Scope of Work outlined in Exhibit "A". Landlord need not give any such consent but if Landlord does, it may impose such conditions with respect thereto as Landlord deems appropriate, including, without limitations, requiring Tenant to furnish Landlord with security for the payment of all costs to be incurred in connection with such work and insurance against liabilities which may arise out of such work, as determined by Landlord. Following expiration of this Lease, Tenant will not restore the Premises to its original condition prior to the Tenant's occupancy and the alterations listed in Exhibit A will remain at the Property at the time of delivery of possession.

The work necessary to make any alterations, improvements or additions to the Premises shall be done at Tenant's hiring contractors. Tenant shall promptly pay to Landlord or to Tenant's contractors, as the case may be, when due, the cost of all such work and of all decorating required by reason thereof, and upon completion deliver to Landlord, if payment is made directly to contractors, evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services or materials, and Tenant shall defend and hold Landlord and the Land and Building harmless from all costs, damages, liens and expenses related thereto.

All work done by Tenant or its contractors pursuant to this Paragraph 8 or pursuant to Paragraph 7 hereof shall be done in first-class workmanlike manner using only good grades of materials and shall comply with all insurance requirements and all applicable laws and ordinances and rules and regulations of governmental departments or agencies. All required permits shall be obtained by Tenant at Tenant's expense. If Tenant desires signal communications, alarm or other utility or service connection installed or changed, the same shall be made at the expense of Tenant, with prior written consent and under direction of Landlord and subject to the terms and conditions of the first paragraph of this Paragraph 8 hereof.

All alterations, improvements, additions and wiring or cabling to the Premises, whether temporary or permanent in character, made or paid for by Landlord or Tenant, shall without compensation to Tenant become Landlord's property at the termination of this Lease by lapse of time or otherwise and shall, unless Landlord requests their removal (in which case Tenant shall remove the same as provided in Paragraph 16), be relinquished to Landlord in good condition, ordinary wear excepted.

Tenant shall not affix or install any wall treatments or wall coverings, of any type or nature (other than paint), within the Premises, without Landlord's prior written consent.

9. **COVENANT AGAINST LIENS.** Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Land, Building or Premises, or to Tenant's interests in the Premises or under this Lease. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Land, Building or the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises, and in case of any such lien attaching, Tenant covenants and agrees immediately to cause it to be released and removed of record or bonded in manner satisfactory to Landlord.

10. **INSURANCE.** Landlord shall, with respect to the Building and Premises agrees to use reasonable efforts to have all fire and extended coverage and other property damage insurance endorsed with a clause which reads substantially as follows: "This insurance shall not be invalidated should the insured waive in writing prior to a loss any or all rights of recovery against any party for loss occurring to the property described herein." Landlord and Tenant each hereby waives all claims for recovery from the other for any loss or damage to the Building or Premises or to the contracts thereof which is insured under valid and collectible insurance policies, subject to the condition that this waiver shall be effective only when the waiver is either permitted by such insurance policy or when, by the use of good faith efforts, such waiver could have been included in the applicable insurance policy at no additional expense. Tenant shall carry the following insurance in companies satisfactory to Landlord:

(a) Tenant is a self-insured entity up to \$1.25 Million and hereby agrees to provide proof of insurance to Landlord for the Premises.

(b) Insurance against all risks (including sprinkler leakage, if applicable), for

the full replacement cost of all additions, improvements and alterations to the Premises, and of all office furniture, trade fixtures, office equipment, merchandise and all other items of Tenant's property on the Premises. Tenant shall, prior to the commencement of the Term (or within ten (10) days after written notice from Landlord to Tenant in the case of additional coverage or increased amounts of coverage), furnish to Landlord certificates evidencing such coverage, which certificates shall state that such insurance coverage may not be changed or cancelled without at least thirty (30) days' prior written notice to Landlord and Tenant. Such insurance certificates to be issued in favor of Landlord, Landlord's managing agent and Landlord's mortgagee, as additional insureds.

(c) Tenant shall comply with all applicable laws and ordinances (including but not limited to environmental laws), all orders and decrees of court and all requirements of other governmental authority, and shall not directly or indirectly make any use of the Premises, or use, store or dispose of within the Premises or the Building materials, which may thereby be prohibited or not be approved by any appropriate governmental agency or be dangerous to person or property or which may jeopardize any insurance coverage, or may increase the cost of insurance or require additional insurance coverage.

(d) If Tenant does not take out the insurance required pursuant to this Paragraph 10 or keep the same in full force and effect, Landlord may, but shall not be obligated to take out the necessary insurance and pay the premium therefore, and Tenant shall repay to Landlord, as Additional Rent, the amount so paid promptly upon demand. In addition, Landlord may recover from Tenant and Tenant agrees to pay, as Additional Rent, any and all reasonable expenses (including attorneys' fees) and damages which Landlord may sustain by reason of the failure to Tenant to obtain and maintain such insurance, it being expressly declared that the expenses and damages of Landlord shall not be limited to the amount of the premiums thereon.

(e) In no event shall Tenant permit in the Premises flammables such as gasoline, turpentine, kerosene, naphtha and benzene, or explosives or any other article of intrinsically dangerous nature, and in no event shall Tenant, its agents, employees or invitees bring any such flammables or other articles into the Building. If by reason of the failure of Tenant to comply with the provisions of this paragraph, any insurance coverage is jeopardized or insurance premiums are increased, Landlord shall have the option either to terminate this Lease or to require Tenant to make immediate payment of the increased insurance premium.

(f) Tenant shall not bring, keep discharge or release or permit to be brought, kept discharged or released, in or from the Premises of the Building any toxic or hazardous substance, material or waste or any other contaminant or pollutant other than non-reportable quantities of such substances when found in commonly used household cleansers, office supplies and general office equipment (collectively, "Hazardous Materials"), and any Hazardous Materials shall be used, kept, stored and disposed of in strict accordance with all applicable federal, state and local laws. Tenant shall comply with all applicable federal, state and local laws. Tenant shall comply with all applicable federal, state and local reporting and disclosure requirements, with respect to Hazardous Materials, applicable to its business operations in the Premises. Upon the written request of Landlord, Tenant shall provide periodic written reports of the type and quantities of any and all types of substances, materials, waste and contaminants (whether or not believed by Tenant to be Hazardous Materials) used, stored or being disposed of by Tenant in or from the Premises. If Landlord in good faith determines that any of such substances create a risk to the health and safety of Tenant's employees and invitees or to any other tenant or invitee of the

Building, Tenant shall, upon demand by Landlord, take such remedial action, at the sole cost and expense of Tenant (including, without limitation, removal in a safe and lawful manner of any Hazardous Materials from the Premises), as Landlord deems necessary or advisable or as is required by applicable law.

11. **FIRE OR CASUALTY.**

11.1. If the Premises or the Building (including machinery or equipment used in its operation) shall be damaged by fire or other casualty and if such damage does not render all or a substantial portion of the Premises untenable, then Landlord shall repair and restore the same with reasonable promptness. If any such damage renders all or a substantial portion of the Premises or of the Building, untenable, Landlord shall with reasonable promptness after the occurrence of such damage estimate the length of time that will be required to substantially complete the repair and restoration of such damage and shall by notice advise Tenant of such estimate. If such estimate is that the amount of time required to substantially complete such repair and restoration will exceed two hundred seventy (270) days from the date such damage occurred, then Landlord shall have the right to terminate this Lease as of the date of such damage upon giving notice to Tenant at any time within twenty (20) days after Landlord gives Tenant the notice containing said estimate (it being understood that Landlord may, if it elects to do so, also give such notice of termination together with the notice containing such estimate). Unless this Lease is terminated as provided in the preceding sentence, Landlord shall proceed with reasonable promptness to repair and restore the Premises, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's reasonable control, and also subject to zoning laws and building codes then in effect. Notwithstanding anything to the contrary herein set forth, Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease, in the event such repairs and restoration are not in fact completed within the time period estimated by Landlord, as aforesaid, or within said two hundred seventy (270) days.

11.2. Notwithstanding anything to the contrary herein set forth, Landlord shall have no duty pursuant to this Paragraph 11 to repair or restore any portion of the alterations, additions or improvements in the Premises or the decoration thereto. If Tenant wants any other or additional repairs or restoration and if Landlord consents thereto, the same shall be done at Tenant's expense subject to all the provisions of Paragraph 7 hereof.

11.3. In the event any such damage not caused by the act or neglect of Tenant, its agents or servants, renders the Premises untenable and if this Lease shall not be cancelled and terminated by reason of such damage, then the rent (including Base Rent and Additional Rent) shall abate during the period beginning with the date of such damage and ending with the date when the Premises are again rendered tenable. Such abatement shall be in an amount bearing the same ratio of the total amount of rent for such period as the untenable portion of the Premises from time to time bears to the entire Premises.

12. **WAIVERS OF CLAIMS - INDEMNIFICATION.** Tenant agrees that, to the extent not prohibited by law and except for acts of gross negligence and willful misconduct by the Landlord and its officers, agents, servants and employees, the Landlord and its officers, agents, servants and employees shall not be liable for any damage either to person or property or resulting from the loss or use thereof sustained by Tenant or by other persons due to the Building or any part thereof or any appurtenances thereof becoming out or repair, or due to the happening of any accident or event in or about the Building, or due to any act or neglect of any tenant or occupant of the Building or of any other person. This provision shall apply particularly (but not exclusively) to damage caused by gas, electricity, snow, frost, steam, sewage, sewer gas or odors, fire, water or by the bursting or leaking of pipes, faucets, sprinklers

and plumbing fixtures, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the causes specifically enumerated above or to some other cause of an entirely different kind. Tenant further agrees that all personal property upon the Premises, or upon loading docks, receiving and holding areas, or any freight elevators of the Building, shall be at the risk of Tenant only, and that Landlord shall not be liable for any loss or damage thereto or theft thereof. Without limitation of any other provisions hereof, Tenant agrees to defend, protect, indemnify and save harmless Landlord of and from all liability to third parties arising out of the acts of negligence or willful misconduct of Tenant and its servants, agents, employees, contractors, suppliers and workmen or invitees.

13. **NON-WAIVER.** No waiver of any provision of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of such provision even if such violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated. Subject to the rights of Landlord in Paragraph 16, no receipt of moneys by Landlord from Tenant after the termination of this Lease will in any way alter the length of the Term or of Tenant's right to possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given Tenant prior to the receipt of such moneys, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any rent due, and the payment said rent shall not waive or affect said notice, suit or judgment.

14. **CONDEMNATION.** If the whole or any part of the Building shall be taken or condemned for any public or quasi-public use or purpose, the Term, at the option of Landlord, shall end upon the date when the possession of the part so taken shall be required for such use or purpose and Landlord shall be entitled to receive the entire award without any payment to Tenant. Rent shall be apportioned as of the date of such termination.

15. **ASSIGNMENT AND SUBLETTING.** Tenant shall not, without the prior written consent of Landlord (i) assign this Lease or any interest hereunder; (ii) permit any assignment of this Lease by operation of law; (iii) sublet the Premises or any part thereof; (iv) permit the use of the Premises by any parties other than Tenant, its agents and employees. In no event shall this Lease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings. Tenant shall give Landlord written notice of any proposed assignment or subleasing, which notice shall contain the proposed principal terms thereof, and upon receipt of such notice, Landlord shall have the option to cancel the Lease in the case of a proposed assignment or a proposed subleasing of all of the Premises, or if Tenant proposes to sublease less than all of the Premises, to cancel the Lease with respect to the portion to be subleased, in which latter event the Base Rent and Additional Rent shall be adjusted on a pro rata square foot of rentable area basis. The foregoing option to cancel shall not apply in the case of a proposed sublease of all or a portion of the Premises to an affiliate corporation under the same control (as hereinafter defined) as Tenant. If Landlord wishes to exercise such option to cancel, Landlord shall, within fifteen (15) days after Landlord's receipt of such notice from Tenant, send to Tenant a notice so stating and in such notice Landlord shall specify the date as of which such cancellation is effective, which date shall be not less than thirty (30) and not more than ninety (90) days after the date on which Landlord sends such notice. If Landlord does not elect to cancel, as aforesaid, or if Landlord does not have an option to cancel, Landlord agrees not to unreasonably withhold its consent to any proposed assignment or subletting if the proposed assignee or sublessee (in Landlord's judgment) has a financial condition comparable to or better than that of Tenant, has a good reputation in the business community and agrees to use the Premises for purposes satisfactory to Landlord. Further, in

the event of a proposed subletting, Tenant and the proposed sublessee shall use Landlord's form sublease agreement unless otherwise agreed by Landlord. No assignment of this Lease shall be effective unless the assignee shall execute an appropriate instrument assuming all of the obligations of Tenant hereunder and unless Tenant acknowledges therein its continued liability under this Lease. In addition, Tenant shall pay to Landlord any reasonable attorney's fees and expenses incurred by Landlord in connection with any proposed assignment or subleasing, whether or not Landlord consents to such assignment or subleasing.

16. **SURRENDER OF POSSESSION.** Upon the expiration of the Term or upon the termination of Tenant's right of possession, whether by lapse of time or at the option of Landlord as herein provided, Tenant shall at once surrender the Premises to Landlord in good order, repair and condition, ordinary wear excepted, and remove all of its property therefrom, and if such possession is not immediately surrendered Landlord may forthwith re-enter the Premises and repossess itself thereof and remove all persons and effects therefrom, using such force as may be necessary, without being deemed guilty of any manner of trespass, eviction or forcible entry or detainer and without thereby relinquishing any right given to Landlord hereunder or by the operation of law. Without limiting the generality of the foregoing, Tenant agrees to remove at the termination of the Term or of its right of possession the following items of property: office furniture, trade fixtures, office equipment, merchandise and all other items of Tenant's property on the Premises, and such (but only such) alterations, improvements, additions and wiring or cabling as may be requested by Landlord, all alterations listed in Exhibit A will remain at the Property following termination of this Lease, and Tenant shall pay to Landlord upon demand the cost of repairing any damage caused by any such removal. If Tenant shall fail or refuse to remove any such property from the Premises, Tenant shall be conclusively presumed to have abandoned same, and title thereof shall thereupon pass to Landlord without any cost either by set-off, credit, allowance or otherwise, and Landlord may at its option accept the title to such property or at Tenant's expense may (i) remove the same or any part in any manner that Landlord shall choose, and (ii) store, destroy or otherwise dispose of the same without incurring liability to Tenant or any other person.

17. **HOLDING OVER.** Tenant shall pay to Landlord double the Base Rent set forth in Paragraph 1 hereof and any appropriate Additional Rent then applicable (the "Holdover Rate") for each month or portion thereof for which Tenant shall retain possession of the Premises or any part thereof after the termination of the Term or Tenant's right of possession, whether by lapse of time or otherwise, and also shall pay all damages sustained by Landlord on account thereof. The provisions of this paragraph shall not be deemed to limit any rights of Landlord. At the option of Landlord, expressed in a written notice to Tenant and not otherwise, such holding over shall constitute either (i) a month-to-month tenancy upon the then applicable terms and conditions set forth herein, or (ii) a tenancy at sufferance, or (iii) a renewal of this Lease for a period of one (1) year at the Base Rent and Additional Rent as would be applicable for such year. If no such notice is served, then a tenancy at sufferance shall be deemed created at the Holdover Rate.

18. **ESTOPPEL CERTIFICATE.** The Tenant agrees from time to time upon not less than ten (10) days prior request by Landlord or by any Lender which is the holder of a lien against the Land or Building ("Lender"), the Tenant or Tenant's duly authorized representative having knowledge of the following facts, will deliver to Landlord a statement in writing certifying (i) that this Lease is unmodified and in full force and effect (or if there have been modifications that the Lease as modified is in full force and effect); (ii) the dates to which the rent and other charges have been paid; (iii) that the Landlord is not in default under any provision of this Lease, or, if any default, the nature thereof in detail; and (iv) to such other matters pertaining to this Lease as Landlord reasonably requires. If Tenant fails to deliver such statement within the ten day period referred to above, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney-in-fact coupled with an interest and in its name, place and

stead so to do.

19. **SUBORDINATION AND ATTORNMENT.** Tenant hereby agrees that this Lease shall automatically be subject and subordinate to (i) any indenture of mortgage or deed of trust that may hereafter be placed upon the Building on the land and to all renewals, replacements and extensions thereof, and to all amounts secured thereby, except to the extent that any such indenture of mortgage or deed of trust provides otherwise, and (ii) any ground or underlying lease. Tenant shall at Landlord's or any Lender's or any prospective Lender's request execute such further instruments or assurances as Landlord or any Lender or any prospective Lender may reasonably deem necessary to evidence the subordination of this Lease to the lien of any such indenture or mortgage or deed of trust or to any such ground or underlying lease or to acknowledge that this Lease is superior to such lien, as the case may be.

Should any prospective mortgage or ground lessor require any modification of this Lease, which modification(s) will not cause an increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of Tenant hereunder, then and in such event, Tenant agrees that this Lease may be so modified and agrees to promptly execute and deliver whatever documents are required therefor.

Tenant shall, in the event of a sale or assignment of Landlord's interest in the Land, the Building, or this Lease, or if the Land or the Building comes into the hands of a Lender, ground lessor or any other person whether because of a mortgage foreclosure, exercise of a power of sale under a mortgage, deed-in-lieu of foreclosure, termination of the ground lease, or otherwise, attorn to the purchaser or such Lender or other person and recognize the same as Landlord hereunder. Tenant shall execute, at the request of Landlord, such purchaser, Lender, or such other person entitled to the attornment by Tenant under this paragraph, any attornment agreement required by such person to be executed, and containing such provisions as such mortgagee, ground lessor or other person requires.

20. **CERTAIN RIGHTS RESERVED BY LANDLORD.** Landlord shall have the following rights, each of which Landlord may exercise without notice to Tenant and without liability to Tenant for damage or injury to property, person or business on account of the exercise thereof, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of rent or any other claim:

(a) To change the street address.

(b) To install, affix and maintain any and all signs on the exterior and on the interior of the Building.

(c) To decorate or to make repairs, alterations, additions or improvements, whether structural or otherwise, in and about the Building, or any part thereof, and for such purposes to enter upon the Premises, and during the continuance of any of said work, to temporarily close doors, entryways, public space and corridors of the Building and to interrupt or temporarily suspend services and facilities, all without affecting any of Tenant's obligations hereunder.

(d) To furnish door keys for doors in the Premises at the commencement of the Lease. To retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises. Tenant agrees to purchase only from Landlord additional duplicate keys as required, to change no locks, and not to affix additional locks on doors without the prior written consent of Landlord. Notwithstanding the provisions for Landlord's access to Premises, Tenant relieves the

Landlord of all responsibility arising out of theft, robbery, pilferage. Upon the expiration of the Term or Lessee's right to possession, Tenant shall return all keys to Landlord and shall disclose to Landlord the combination of any safes, cabinets or vaults left in the Premises.

(e) To approve the weight, size and location of safes, vaults and other heavy equipment and articles in and about the Premises and the Building (so as not to exceed the legal live load), and to require all such items and furniture and similar items to be moved into or out of the Building and Premises only at such time and in such manner as Landlord shall direct in writing. Tenant shall not install, operate or store any machinery, equipment, mechanical devices, goods, articles or merchandise which may be dangerous to persons or property or which may damage or injure the Premises. Tenant shall not install, operate or store any machinery, equipment, mechanical devices, goods, articles or merchandise which are of a nature not directly related to Tenant's ordinary use of the Premises without the prior written consent of Landlord. Movements of Tenant's property into or out of the Building within the Building are entirely at the risk and responsibility of Tenant and Landlord reserves the right to require permits before allowing any property to be moved into or out of the Building.

(f) To establish controls for the purposes of regulating all property and packages (both personal and otherwise) to be moved into or out of the Building and Premises.

(g) To regulate delivery and service of supplies in order to ensure the cleanliness and security of the Premises and to avoid congestion of the loading dock and receiving area.

(h) To show the Premises to prospective tenants at reasonable hours during the last twelve (12) months of the Term and if vacated or abandoned, to show the Premises at any time and to prepare the Premises for reoccupancy.

(i) To erect, use and maintain ducts, conduits, pipes, lines, wiring, drains and flues, and appurtenances thereto, in and through the Premises at reasonable locations.

21. **RULES AND REGULATIONS.** Tenant agrees for itself, its employees, agents, clients, customers, invitees, visitors, and guests, to comply with the current Rules and Regulations for the Building (a copy of which is attached hereto) as the same may from time to time be reasonably modified or supplemented by Landlord. Tenant agrees that Landlord shall not have any duty to Tenant to require other tenants to comply with such Rules and Regulations and Tenant's obligations under this Lease shall not be altered or reduced by reason of Landlord's failure so to do.

22. **LANDLORD'S REMEDIES.** If default shall be made in the payment of the rent or any installment thereof or in the payment of any other sum required to be paid by Tenant under this Lease or under the terms of any other agreement between Landlord and Tenant and such default shall continue for five (5) days after due, or if default shall be made in the observance or performance of any of the other covenants or conditions in this Lease which Tenant is required to observe and perform and such shall continue for fifteen (15) days after written notice to Tenant, or if a default involves a hazardous condition or an insurance obligation and is not cured by Tenant immediately upon written notice to Tenant, or if the interest of Tenant in this Lease shall be levied on under execution or other legal process, or if any voluntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by Tenant, or if any involuntary petition in bankruptcy shall be filed against Tenant under any federal or state bankruptcy or insolvency act and shall not have been dismissed within sixty (60) days from the filing thereof, or if a receiver shall be appointed for Tenant or any of the property of Tenant by any court and

such receiver shall not have been dismissed within sixty (60) days from the date of his appointment, or if Tenant shall make an assignment for the benefit of creditors, or if Tenant shall admit in writing Tenant's inability to meet Tenant's debts as they mature, or if Tenant shall abandon or vacate the Premises during the Term, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease, and thereupon at its option may, with or without notice or demand of any kind to Tenant or any other person, have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein.

(a) Landlord may terminate this Lease and the Term created hereby, in which event Landlord may forthwith repossess the Premises and be entitled to recover forthwith as damages a sum of money equal to the value of the rent provided to be paid by Tenant for the balance of the original Term, less the fair rental value of the Premises for said period, and any other sum of money and damages owed by Tenant to Landlord. Should the fair rental value exceed the value of the rent provided to be paid by Tenant for the balance or the original Term of the Lease, Landlord shall have no obligation to pay to Tenant the excess or any part thereof.

(b) Landlord may terminate Tenant's right of possession and may repossess the Premises by forcible entry and detainer suit, by taking peaceful possession or otherwise, without demand or notice of any kind to Tenant and without terminating this Lease, in which event Landlord may, but shall be under no obligation to, relet the same for the account of Tenant, for such rent and upon such terms as shall be satisfactory to Landlord. For the purpose of such reletting, Landlord is authorized to decorate or to make any repairs, changes, alterations, or additions in or to the Premises that may be necessary or convenient. If Landlord shall fail to relet the Premises, Tenant shall pay to Landlord as damages a sum equal to the amount of the rental reserved in this Lease for the balance of its original Term. If the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all repairs, changes, alterations and additions and the leasing commissions and other expenses of such reletting and of the collection of the rent accruing therefrom to satisfy the rent provided for in this Lease, Tenant shall satisfy and pay any such deficiency upon demand therefor from time to time. Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this paragraph from time to time and that no suit or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord.

23. **EXPENSES OF ENFORCEMENT.** The Tenant shall pay upon demand all Landlord's costs, charges and expenses including court costs and the fees of counsel, agents, and others retained by Landlord incurred in enforcing the Tenant's obligation hereunder or incurred by the Landlord in any litigation, negotiation or transaction in which the Tenant causes the Landlord without the Landlord's fault to become involved or concerned, excluding any negotiations to extend or renew this Lease.

24. **MISCELLANEOUS.**

(a) All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law.

(b) All payments becoming due under this Lease and remaining unpaid when due (after the expiration of any applicable grace period) will be subject to a Seventy-Five and 00/100 Dollars (\$75.00) late charge and shall bear interest until paid at the annual rate of three (3%) percent in excess of the Corporate base rate then announced from time to time by CHASE unless a lesser rate shall then be the maximum rate permissible by law with respect thereto, in

which event said lesser rate shall be charged. Such late charge and interest shall be deemed Additional Rent hereunder.

(c) The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, as the case may require, shall in all cases be assumed as though in each case fully expressed.

(d) Each of the provisions of this Lease shall extend to and shall, as the case may require, bind and inure to the benefit not only of Landlord and of Tenant, but also of their respective successors and permitted assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Paragraph 15 hereof.

(e) Except as otherwise provided, all of the representations and obligations of Landlord are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon the Landlord unless in writing signed by Landlord or by a duly authorized agent of Landlord empowered by a written authority signed by Landlord.

(f) Submissions of this instrument for examination shall not bind Landlord in any manner, and no Lease or obligation of Landlord shall arise until this instrument is signed by Landlord and Tenant and delivery is made to each.

(g) No rights to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease.

(h) Tenant acknowledges that Landlord has the right to transfer its interest in the Land and Building and in this Lease, and Tenant agrees that in the event of any such transfer Landlord shall automatically be released (subject to Paragraph 27(e) hereof) from all liability under this Lease and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder.

(i) The captions of paragraphs are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such paragraphs.

(j) Tenant represents and warrants that it is currently in good standing and authorized to do business in the State of Illinois, and Tenant covenants that it shall remain so during the entire Term.

25. **WAIVER OF NOTICE.** Except as provided in Paragraph 22 hereof, Tenant, to the extent not prohibited by law, hereby expressly waives the service of any notice of intention to terminate this Lease or to re-enter the Premises and waives the service of any demand for payment of rent or for possession and waives the service of any other notice or demand as Landlord may be required to make by statute, ordinance or by order or decree of any court or by any other governmental authority.

26. **NOTICES.** All notices to be given under this Lease shall be in writing and delivered personally or deposited in the United States mails, certified or registered mail with return receipt requested, postage prepaid, to the address below the signatures to this Lease. A copy of all notice under this Lease will be given to each Lender which has supplied Tenant with such Lender's address. A notice by mail shall be deemed to have been given two (2) days after deposit in the United States mail as aforesaid.

27. **SECURITY DEPOSIT.** Tenant has deposited with \$0.00 the sum of Zero and no/100 Dollars) (hereinafter referred to as "Collateral"), as security for the prompt, full and faithful performance of all obligations of Tenant hereunder.

28. **REAL ESTATE BROKER.** The Tenant represents that it has not worked with a real estate broker dealt in connection with this Lease, and that insofar as the Tenant knows, no other broker negotiated this Lease or is entitled to any commission in connection therewith.

29. **COVENANT OF QUIET ENJOYMENT.** The Landlord covenants that the Tenant, on paying the Base Rent, applicable Additional Rent, charges for services and other payments herein reserved, and, on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of the Tenant to be kept, observed, and performed, shall, during the Term, peaceably and quietly have, hold and enjoy the Premises subject to the terms, covenants, conditions, provisions, and agreements hereof.

30. **PERSONAL GUARANTY.** Intentionally deleted.

31. **WAIVER OF JURY TRIAL AND COUNTERCLAIM.** Tenant hereby waives trial by jury in any action, proceeding or counterclaim brought by Landlord on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or any proceedings for nonpayment of any rent. Tenant will not interpose any counterclaim (except compulsory counterclaims) of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of the Tenant's right to assert such claims in any separate action or actions brought by the Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Office Building Lease to be duly executed as of the day and year first above written.

LANDLORD:

TENANT:

By: _____

By: _____

Its: Managing Member, Stanley Von Medvey

Its: City Manager, Wally Bobkiewicz

EXHIBIT A

SCOPE OF WORK

Landlord consents to the following renovations to the Premises to commence on or after December 1, 2014:

- Tenant shall remove and dispose of service counter.
- One of the offices will be converted into an ADA accessible restroom
- Tenant will convert an existing restroom into a storage closet.
- Tenant will close off the opening between 741 and 739 Howard
- The Premises walls will be painted

EXHIBIT B

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, concourses, ramps, courts, elevators, vestibules, stairways, corridors, or halls shall not be obstructed or used by Tenant or the employees, agents, servants, visitors or business of Tenant for any purpose other than ingress and egress to and from the Premises and for delivery of merchandise and equipment in prompt and efficient manner, using elevators, and passageways designated for such delivery by Landlord.

2. No awnings, air-conditioning units, fans or other projections shall be attached to the Building. No curtains, blinds, shades, or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises or Building, without the prior written consent of Landlord. All curtains, blinds, shades, screens or other fixtures must be of a quality type, design and color, and attached in the manner approved by Landlord. All electrical fixtures hung in offices or spaces along the perimeter of the Premises must be fluorescent, of a quality, type, design and bulb color approved by Landlord unless the prior consent of Landlord has been obtained for other lamping.

3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any Tenant on any part of the outside of the Premises or Building or on the inside of the Premises if the same can be seen from the outside of the Premises without the prior written consent of Landlord. In the event of the violation of the foregoing by Tenant, Landlord may remove same without any liability, and may charge the expense incurred by such removal to the Tenant or Tenants violating this rule. Interior signs on doors and the directory shall be inscribed, painted or affixed for each Tenant by Landlord at the expense of such Tenant, and shall be of a standard size, color and style acceptable to Landlord.

4. The exterior windows and doors that reflect or admit light and air into the Premises or halls, passageways or other public places in the Building, shall not be covered or obstructed by any Tenant, nor shall any articles be placed on the windowsills. No showcases or other articles shall be put in front or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules, nor shall any article obstruct any HVAC supply or exhaust equipment without the prior written consent of Landlord.

5. The electrical and mechanical closets, water and wash closets, drinking fountains and other plumbing and electrical and mechanical fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, coffee grounds, acids or other substances shall be deposited therein. All damages resulting from any misuse of the fixtures shall be borne by the Tenant who, or whose servants, employees, agents, visitors or licensees, shall have caused the same. No person shall waste water by interfering or tampering with the faucets or otherwise.

6. No portion of the Premises or the Building shall be used or occupied at any time for manufacturing, for the storage of merchandise, for the sale of merchandise, goods or property of any kind at auction or otherwise or as a sleeping or lodging quarters.

7. Tenant, any Tenant's servants, employees, agents, visitors or licensees, shall not at any time bring or keep upon the Premises any inflammable, combustible, caustic, poisonous or explosive fluid, chemical or substance.

8. Tenant, any Tenant's servants, employees, agents, visitors or licensees, shall not at any

time bring or keep upon the Premises any weapons including but not limited to handguns, rifles and knives.

9. No bicycles, vehicles or animals of any kind (other than a seeing eye dog for a blind person), shall be brought into or kept by any Tenant in or about the Premises or the Building.

10. Tenant shall not use or occupy or permit any portion of the Premises to be used or occupied as an office for a public stenographer or typist, offset printing, or for the possession, storage, manufacture or sale of liquor, drugs, tobacco in any form or as a barber or manicure shop, an employment bureau, a labor office, a doctor or dentist's office, a dance or music studio, any type of school, or for any use other than those specifically granted in the lease. Tenant shall not engage or pay any employees on the Premises, except those actually working for such Tenant on said Premises, and Tenant shall not advertise for labor giving an address at said Premises.

11. Landlord shall have the right to prohibit any advertising by any Tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising. In no event shall Tenant, without the prior written consent of Landlord, use the name of the Building or use pictures or illustrations of the Building.

12. Any person in the Building will be subject to identification by employees and agents of Landlord. All persons in or entering Building shall be required to comply with the security policies of the Building. Tenant shall keep doors to unattended areas locked and shall otherwise exercise reasonable precautions to protect property from theft, loss, or damage. Landlord shall not be responsible for the theft, loss, or damage of any property.

13. No additional locks or bolts of any kind shall be placed on any door in the Building or the Premises and no lock on any other door therein shall be changed or altered in any respect without the written consent of Landlord. Landlord shall furnish two keys for each lock on exterior doors to the Premises and shall, on Tenant's request and at Tenant's expense, provide additional duplicate keys. All keys, including keys to storerooms and bathrooms, shall be returned to Landlord upon termination of this Lease. Landlord may at all times keep a pass key to the Premises. All entrance doors to the Premises shall be left closed at all times, and left locked when the Premises are not in use.

14. Tenant shall give immediate notice to Landlord in case of theft, unauthorized solicitation, or accident in the Premises or in the Building or of defects therein or in any fixtures or equipment, or of any known emergency in the Building.

15. Tenant shall not use the Premises or permit the Premises to be used for photographic, multilith or multigraph reproductions except in connection with its own business and not as a service for others, without Landlord's prior permission.

16. No freight, furniture or bulky matter of any description will be received into the Building or carried into the elevators except in such a manner, during such hours and using such elevators and passageways as may be approved by Landlord, and then only upon having been scheduled at least two (2) working days prior to the date on which such service is required. Any hand trucks, carryalls, or similar appliances used for the delivery or receipt of merchandise or equipment shall be equipped with rubber tires, side guards and such other safeguards as Landlord shall require.

17. Tenants, or the employees, agents, servants, visitors or licensees of Tenant shall not at any

time or place, leave or discard any rubbish, paper, articles or objects of any kind whatsoever outside the doors of the Premises or in the corridors or passageways of the Buildings.

18. Tenant shall not make excessive noises, cause disturbances or vibrations or use or operate any electrical or mechanical devices that emit excessive sound or other waves or disturbances or create obnoxious odors, any of which may be offensive to the other tenants and occupants of the Building, or that would interfere with the operation of any device, equipment, radio, television broadcasting or reception from or within the Building or elsewhere and shall not place or install any projections, antennas, aerials or similar devices inside or outside of the Premises or on the Building without Landlord's prior written approval.

19. Tenant shall comply with all applicable federal, state and municipal laws, ordinances and regulations, insurance requirements and building rules and regulations, attached hereto as Exhibit B, and shall not directly or indirectly make any use of the Premises which may be prohibited by any of the foregoing or which may be dangerous to persons or property or may increase the cost of insurance or require additional insurance coverage.

20. Tenant shall not serve, nor permit the serving of alcoholic beverages in the Premises unless Tenant shall have procured Host Liquor Liability insurance, issued by companies and in amounts reasonably satisfactory to Landlord, naming Landlord as an additional insured.

21. The requirements of Tenant will be attended to only upon written application at the Office of the Building. Employees shall not perform any work or do anything outside of the regular duties unless under special instructions from the Office of the Building.

22. Canvassing, soliciting and peddling in the Building is prohibited and Tenant shall cooperate to prevent the same.

23. Except as otherwise explicitly permitted in its Lease, Tenant shall not do any cooking, conduct any restaurant, luncheonette or cafeteria for the sale or service of food or beverages to its employees or to others, install or permit the installation or use of any food, beverage, cigarette, cigar or stamp dispensing machine or permit the delivery of any food or beverage to the Premises, except by such persons delivering the same shall be approved by Landlord.

24. Tenant shall at all times keep the Premises neat and orderly.

25. Tenant, its servants, employees, customers, invitees and guests shall, when using the parking facilities in and around the building, observe and obey all signs regarding fire lanes, handicapped and no parking, or otherwise regulated parking zones, and when parking always park between the designated lines. Landlord reserves the right to tow away, at the expense of the owner, any vehicle which is improperly parked or parked in violation of a posted regulation. All vehicles shall be parked at the sole risk of the owner, and Landlord assumes no responsibilities for any damage to or loss of vehicles.

26. Tenants, and the employees, agents, servants, visitors or licensees of Tenant shall, at all times, conduct themselves in a businesslike manner.

27. Tenant shall not allow and shall use its best efforts to prevent its employees from loitering in the common areas of the Building or from disturbing, in any manner, the business operations of any other tenant of the Building.

28. In accordance with the Illinois Indoor Clean Air Act, no smoking is permitted in the common areas, bathrooms, elevators, stairwells, corridors and vestibules or within twenty (20) feet of any of the Building's entrances or exits.