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Cook County Recorder 45.50

GEORGE E. COLE® LEGAL FORMS

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**STORE LEASE**

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**TERM OF LEASE**

**BEGINNING**  
PER RIDER

**ENDING**  
PER RIDER

**MONTHLY RENT**  
\$5,000.00

**DATE OF LEASE**  
June 24, 2001 \*PER RIDER

**LOCATION OF PREMISES**  
7858 South Western  
Chicago, IL

**PURPOSE**

Operation of gas station and mini-mart

**LESSEE**

**LESSOR**

**NAME** Suhail Enterprises, Inc.  
an Illinois corporation to be formed

**NAME** Mohammed Rawoof  
as Beneficiary of Land Trust

**ADDRESS** 7858 S. Western

**ADDRESS** 4 East 95<sup>th</sup> Street

**CITY** Chicago, IL

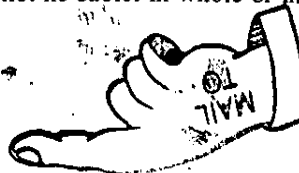
**CITY** Chicago, IL 60619

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 Lessors address stated above or such other address as Lessor may designate in writing.
- 2. WATER, GAS AND ELECTRIC CHARGES.** Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as herein specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.
- 3. SUBLETTING; ASSIGNMENT.** The Premises shall not be sublet in whole or in part to any person other than

5901 S. Ashland ave  
Chicago IL, 60636



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Lessee, and Lessee shall not assign this lease without, in each case, the consent in writing of Lessor first had and obtained; nor permit to take place by any act or default of himself or any person within his control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or signs of "To Let," or any other similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obtained. If Lessee, or any one or more of the Lessees, if there be more than one, shall make an assignment for the benefit of creditors, or shall be adjudged a bankrupt, Lessor may terminate this lease, and in such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent reserved by this lease for the then unexpired portion of the term hereby created, as liquidated damages.

4. LESSEE NOT TO MISUSE. Lessee will not permit any unlawful or immoral practice, with or without his knowledge or consent, to be committed or carried on in the Premises by himself or by any other person. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

5. CONDITION ON POSSESSION. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or his agent prior to or at the execution of this lease that are not herein expressed.

6. REPAIRS AND MAINTENANCE. Lessee shall keep the Premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at his own expense, and shall yield the same back to Lessor upon the termination of this lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon Premises and replace broken globes, glass and fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the Premises at his own expense. If, however, the Premises shall not thus be kept in good repair and in a clean, sightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants or employees, without such entering causing or constituting a termination of this lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures.

7. ACCESS TO PREMISES. Lessee shall allow Lessor or any person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make, and Lessee will allow Lessor to have placed upon the Premises at all times notices of "For Sale" and "For Rent", and Lessee will not interfere with the same.

8. NON-LIABILITY OF LESSOR. Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Premises in repair,

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shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that said radiators are under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor himself, all claims for any such damage or injury being hereby expressly waived by Lessee.

9. **RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES).** Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Lessor or his agent, any articles of permanent character or any sign, attached or detached with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises, or upon any of the appurtenances thereto, without in each case the written consent of Lessor first had and obtained: and shall not commit or suffer any waste in or about said premises; and shall make no changes or alterations in the Premises by the erection of partitions or the papering of walls, or otherwise, without the consent in writing of Lessor; and in case Lessee shall affix additional locks or bolts on doors or window, or shall place in the Premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor Lessor shall have the privilege of retaining the same if he desires. If he does not desire to retain the same, he may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. The provisions of this paragraph shall not however apply to Lessee's trade fixtures, equipment and movable furniture.
10. **HEAT.** Where building is equipped for the purpose, Lessor shall furnish to Lessee a reasonable amount of heat, from October 1st to May 1st, whenever in Lessor's judgment necessary for comfortable use of the Premises, during customary business hours (excluding Sundays and holidays), but not earlier than 8 a.m. nor later than 6 p.m. unless specifically stated herein. Lessor does not warrant that heating service will be free from interruptions caused by strike, accident or other cause beyond the reasonable control of Lessor, or by renewal or repair of the heating apparatus in the building. Any such interruption shall not be deemed an eviction or disturbance of Lessee's use and possession of Premises, nor render Lessor liable to Lessee in damages. All claims against Lessor for injury or damage arising from failure to furnish heat are hereby expressly waived by Lessee.
11. **FIRE AND CASUALTY.** In case the Premises shall be rendered untenable by fire, explosion or other casualty, Lessor may, at his option, terminate this lease or repair the Premises within sixty days. If Lessor does not repair the Premises within said time, or the building containing the Premises shall have been wholly destroyed, the term hereby created shall cease and terminate.
12. **TERMINATION; HOLDING OVER.** At the termination of the term of this lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefor to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor may at its option within thirty days after termination of the term serve written notice upon Lessee that such holding over constitutes either (a) renewal of this lease for one year, and from year to year thereafter, at double the rental (computed on an annual basis) specified in Section 1, or (b) creation of a month to month tenancy, upon the terms of this lease except at double the monthly rental specified in Section 1,

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or (c) creation of a tenancy at sufferance, at a rental of \_\_\_\_\_ dollars per day, for the time Lessee remains in possession. If no such written notice is served then a tenancy at sufferance with rental as stated at (c) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmation of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein.

13. LESSOR'S REMEDIES. If Lessee shall vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period of ten days, or in case of the non-payment of the rent reserved hereby, or any part thereof, or of the breach of any covenant in this lease contained. Lessee's right to the possession of the Premises thereupon shall terminate with or (to the extent permitted by law) without any notice or demand whatsoever, and, the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises; and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, this lease shall thereupon terminate, and upon the termination of Lessee's right of possession, as aforesaid, whether this lease be terminated or not, Lessee agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever, and hereby grants to Lessor full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Lessee or any other person who may be occupying the Premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may reasonably be necessary, and Lessor may re-possess himself of the Premises as of his former estate, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this lease contained, to be performed by Lessee. Lessee hereby waives all notice of any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demand whatsoever, of any and every nature, which may or shall be required by any statute of this state relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or by the common law, during the term of this lease or any extension thereof. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's rights to act without notice or demand or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this lease.

14. RIGHT TO RELET. If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not (except as provided by Illinois statute), be relet by Lessor, for the account and benefit of Lessee, for such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any tenant offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of any care or diligence by Lessor in the reletting thereof; and if a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agents, and including also expenses of redecorating. Lessee agrees to pay and satisfy all deficiency; but the acceptance of a tenant by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted tenant by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder.

15. COSTS AND FEES. Lessee shall pay upon demand all Lessor's costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor, incurred in enforcing any of the obligations of Lessee under this

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lease or in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account of this lease.

16. **CONFESSION OF JUDGMENT.** Lessee hereby irrevocably constitutes and appoints any attorney of any court of record in this State, to be his true and lawful attorney for him and in his name and stead, to enter his appearance in any suit or suits that may be brought in any court in this State at any time when any money is due hereunder for rent or otherwise, to waive the issuing of process and service thereof and trial by jury or otherwise, and to confess a judgment or judgments for such money so due and for costs of suit and for reasonable attorney's fees in favor of Lessor, and to release all errors that may occur or intervene in such proceedings, including the issuance of execution upon any such judgment, and to stipulate that no writ of error or appeal shall be prosecuted from such judgment or judgments, nor any bill in equity filed, nor any proceedings of any kind taken in law or equity to interfere in any way with the operation of such judgment or judgments or of execution issued thereon and to consent that execution may immediately issue thereon.

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

18. **REMOVAL OF OTHER LIENS.** In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

19. **REMEDIES NOT EXCLUSIVE.** The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in paragraph 16 hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

20. **NOTICES.** Notices may be served on either party, at the respective addresses given at the beginning of this lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served at the time the copy is mailed.

21. **MISCELLANEOUS.** (a) Provisions typed on this lease and all riders attached to this lease and signed by Lessor and Lessee are hereby made a part of this lease.

(b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part.

(c) 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.

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(d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken—to exclude or waive the right to the use of another

(e) 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. If there is more than one Lessee the warrant of attorney in paragraph 16 is given jointly and severally and shall authorize the entry of appearance of, and waiver of issuance of process and trial by jury by, and confession of judgment against any one or more of such Lessees, and shall authorize the performance of every other act in the name of and on behalf of any one or more of such Lessees.

22. SEVERABILITY. If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

Please print or type name(s) below signature(s).

LESSEE: Suhail Assaf  
(SEAL) Suhail Assaf, president  
(SEAL) Suhail Assaf, Guarantor

LESSOR: Mohammed Rawoof, Beneficiary

ASSIGNMENT BY LESSOR

On this \_\_\_\_\_, 2001, 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 rent due and payable prior to \_\_\_\_\_

(SEAL)  
(SEAL)  
(SEAL)

GUARANTEE

On this 24<sup>th</sup> day of June, 2001, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

Suhail Assaf

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RIDER ATTACHED TO, EXECUTED SIMULTANEOUSLY WITH AND MADE A PART OF STORE LEASE BY AND BETWEEN MOHAMMED RAWOOF, AS BENEFICIARY OF TRUST AGREEMENT WITH MIDWEST BANK & TRUST CO, TRUST NO. 00-3-7786 AS LESSOR ("LESSOR") AND SUHAIL ASSAF, AS PRESIDENT OF SUHAIL ENTERPRISES, INC. AN ILLINOIS CORPORATION TO BE FORMED ("LESSEE") OF PREMISES COMMONLY KNOWN AS 7858 South Western Avenue, CHICAGO, ILLINOIS, DATED JUNE 24, 2001.

1. **SECURITY DEPOSIT.** Lessee has deposited with Lessor the sum of THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) prior to commencement of the lease terms, which is to be held by Lessor as security to guarantee the payment of the rents and the performance by Lessee of all covenants and agreements made in the Lease. In the event Lessee performs all of the covenants and agreements contained herein and pays all rent herein provided for, the sum of THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) deposited hereunder shall be returned at the expiration of this Lease. Lessee shall not have the right to apply the security deposit in payment of any of Lessee's obligations including rent payments hereunder. Lessor may, but shall not be obligated to, apply all or portions of said deposit on account of Lessee's obligations hereunder. Lessee shall maintain the premises and any modifications in full compliance with all applicable governmental requirements. Lessee agrees to deposit additional funds with Lessor to cure such deficiency promptly within ten (10) days of such notice. Notwithstanding anything stated herein to the contrary, if Lessee exercises its option to terminate the Lease with Rider pursuant to the terms of Paragraph 7 and/or Paragraph 14, then the entire Security Deposit shall be refunded to Lessee within 10 days of date of Lessee's written notice to terminate.
2. **FIXTURES.** All fixtures, tanks, and leasehold improvements existing and or placed during the Lease term are the property of Lessor and shall not be removed under any circumstances without prior written approval of Lessor. However, at the option of Lessor, Lessee agrees to remove any or all leasehold improvements. Lessee shall install at its sole expense underground storage tanks and piping system in compliance, including necessary permits and registration, with applicable authorities.
3. **LICENSES.** It shall be Lessee's sole responsibility to obtain all necessary governmental approvals and licenses for the conduct of the business activities for which the Premises are being leased to him. Lessor makes no representations with respect to whether or not applicable zoning, use or other similar laws or regulations permit the contemplated business activities by Lessee at the Premises.
4. **DAMAGE.** In case the premises shall be partially or totally destroyed by fire or other casualty insurable under full standing extended risk insurance so as to become partially or totally untenable, the same shall be repaired or rebuilt as speedily as possible at the expense of Lessor. Should there be a substantial interference with Lessee's business due to such fire or casualty, a just and proportionate part of the fixed rent shall be abated until the Premises are repaired or rebuilt. If (a) more than fifty percent (50%) of the building in which the Premises are located shall be destroyed or so damaged by fire or other casualty insurable under full standard extended risk insurance as to become wholly untenable or (b) the Premises shall be partially or totally destroyed by a cause or casualty other than those covered by fire and extended coverage risk insurance, then, in either event Lessor shall rebuild or put said building in good condition and fit for occupancy within a reasonable time after such destruction or damage, or Lessee, in its sole discretion, may give notice terminating this lease as of a date not later than thirty (30) days after such damage or destruction. If Lessee does not elect to terminate the lease, Lessor shall, within fourteen days after receipt of Lessee's notice, shall proceed with

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reasonable speed to make the repairs or to rebuild. Unless Lessee elects to terminate this Lease, this Lease shall remain in full force and effect and the parties waive the provisions of any law to the contrary.

If Lessor is obligated to repair or rebuild because of damage or destruction, Lessor's obligation shall be to repair or rebuild the basic building and storefront. Lessor shall also fully repair or replace all exterior signs, trade fixtures, equipment, display cases, alterations, partitions, and other installations originally installed by Lessee at his expense.

Lessor's obligation to repair, replace, or rebuild hereunder shall be limited to repairs, replacement, or rebuilding within the limits of the insurance coverage and insurance proceeds actually provided by the insurance company. Lessor shall at all times maintain adequate insurance coverage for the building and premises.

5. **CONDEMNATION.** If title to all of the Premises is taken for any public or quasi-public use under any statute, or by right of eminent domain, or by private purchase in lieu of eminent domain, or if title to so much of the Premises is so taken that a reasonable amount of reconstruction of the Premises will not result in the Premises being a practical improvement and reasonably suitable for Lessee's continued occupancy for the uses and purposes for which the Premises are leased, then, in either event, this Lease shall terminate, on the date that possession of the Premises, or part of the Premises, is taken.

If any part of the Premises shall be so taken and the remaining part of the Premises (after reconstruction of the then existing building in which the Premises are located) is reasonably suitable, in Lessee's sole discretion, for Lessee's continued occupancy for the purposes and uses for which the Premises are leased, this Lease shall, as to the part so taken, terminate as of the date that possession of such part is taken, and the fixed rent shall be reduced in the same proportion that the floor area of the portion of the Premises so taken bears to the original floor area of the Premises. Lessor shall, at his own cost and expense, make all necessary repairs or alterations to the building in which the Premises are located so as to constitute the portion of the building not taken a complete architectural unit and the remaining Premises a complete merchandising unit.

Except as provided herein, all compensation awarded or paid upon a total or partial taking of the fee title of the Premises shall belong to Lessor, whether such computation be awarded or paid as compensation for diminution in value of the leasehold or of the fee; provided, however, Lessee shall have a claim against the awarding and condemning authority and/or Lessor for the unamortized value, over the term of the Lease for Lessee's leasehold improvements, value of the lease term and any options to extend, plus the value of its fixtures and for moving or relocating expenses.

6. **RENT.** Lessee shall pay rent, without set-off or deduction, to Lessor monthly in advance as follows:

07/01/01-06/30/02: \$5,000.00 per month

Rent payment shall commence on the 60<sup>th</sup> day subsequent to execution of Lease with Rider. No rent shall be due during the first 60 days subsequent to execution of Lease with Rider.

Lessee shall have four options to renew the lease, each for a term of 5 years (except for the first term, which shall be for a term of 4 years). Rent shall be paid as follows:

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07/01/02-06/30/06:	\$5,500.00 per month
07/01/06-06/30/11:	\$6,000.00 per month
07/01/11-06/30/16:	\$6,500.00 per month
07/01/16-06/30/21:	\$7,000.00 per month

Lessee shall pay to Lessor in addition to rent hereunder an amount equal to 1/12 of the estimated Real Estate Taxes based on the most recent Tax Bill. Lessee shall pay to Lessor promptly and before the due date any deficiency in the property tax upon or against the Demised Premises, including the land and all buildings, furniture, fixtures, equipment and improvements now or later located on the property including special assessments, if any, levied during the term of this Lease and lawfully assessed either in the name of Lessor, fee owner or Lessee, except for Parcel 2 (lots 6,7, and 8), which shall be shared equally by and between Lessor and Lessee, unless Lessor abandons its right to develop Parcel 2 (lots 6,7, and 8). Lessor must provide 60 days' written notice of its intent to abandon its right to develop said parcel, said notice to be delivered via certified mail to all parties listed in the notice provision of this lease and rider. Lessor shall be responsible for its share of the real estate taxes, ~~maintenance, insurance etc.~~ until the above-described notice is received by Lessee. There shall be no other abatement of rent hereunder in the event Lessor develops Parcel 2.

Lease term referred anywhere in this lease or in this Rider shall include any and all renewals or extensions hereunder.

7. **TERMINATION.** This Lease with rider is strictly contingent upon Lessee's procurement of all business licenses, permits, zoning variances or any other licenses necessary to operate as a gas station and/or mini-mart, from all applicable local, city,, county, state, and/or federal agencies or departments. In the event Lessee is unable to procure such permits and licenses without Lessee's fault, within 60 days of the date of execution of this Lease with Rider, Lessee shall have the right to terminate this Lease with Rider and all security deposits paid shall be returned to Lessee.
8. **SECURITY INTEREST.** Lessor shall have UCC security interest in the equipment, inventory, and fixtures currently located and/or placed on the premises during the term of the Lease.
9. **RIGHT OF 1<sup>ST</sup> REFUSAL.** Lessee, or any related entity of Lessee shall have the right of first refusal to purchase the property located at 7858 South Western Avenue, Chicago, IL, (hereinafter, the "Building"). For purposes of this paragraph a Related Entity shall mean any partnership, corporation, or entity in which any of the principals now a principal of the Lessee, is also a principal in said partnership, corporation or entity. In the event the Lessor contemplates the sale, transfer, or conveyance of the Building, of which the leased premises is a part, or in the event Lessor offers the Building for sale, transfer or conveyance, or in the event a bona fide third party purchaser offers to by the Building, the Lessor, prior to entering into any contract for the sale, transfer, or conveyance of the Building (unless made subject to Lessee's Right of First Refusal), shall furnish Lessee with a copy of such bona fide offer or contract by said third party and shall first offer to sell the Building to the Lessee or a related entity at the Lessor's bona fide asking price and the Lessee or Related Entity within thirty (30) days of such offer, shall either reject the offer or enter into a contract of sale upon the same terms and conditions as are being offered for such sale.

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If the Lessee or Related Entity rejects the Lessor's offer, or fails to enter into a contract within thirty (30) days of Lessor's offer upon the same terms as being offered for such sale to the bona fide third party, then the Lessor shall not enter into a contract to sell the Building for an amount less than the Landlord's bona fide asking price, or on material terms other than those which were offered to Lessee without first reoffering the same to Lessee or a Related Entity, as if the same were a new offer, as hereinafter provided. If Tenant or a Related Entity fails to exercise its right of first refusal, or fails to respond to Lessor's offer within thirty (30) days of receipt of same, or rejects Landlord's offer, and there shall thereafter be a material change in any of the terms of the offer as communicated to the Lessee, Lessor shall give the Lessee notice of such revised offer as if the same were a new offer, and Lessee or Related Entity may elect to acquire the Building covered by such offer in the same manner and within the same time limits as hereinabove provided for, with respect to the original offer, except that for any counter offer, Lessee must reject or agree to purchase on the same terms and conditions within thirty (30) days of notification thereof.

In the event the Building/property is sold to a third party, this Lease with Rider shall be assigned to the new owner. The terms of the Lease with Rider shall not be modified in any manner.

10. **RIGHT TO DEVELOP.** Lessor shall have an unconditional right to develop Parcel 2 (Lots 6,7, and 5) ; Lessee shall not be responsible for upkeep and taxes on said parcel subsequent to Lessor's development of same. Lessee shall have the right to develop and/or improve the Premises in any manner without any consent from Lessor, unless said development/improvement involves structural changes or additions to the Premises, in which case Lessee shall procure prior written consent from Lessor, which consent shall not be unreasonably withheld. Lessee's improvement/development shall be in accordance with all city ordinances and code requirements.

In the event Lessor abandons its right to develop Parcel 2 (lots 6, 7, and 8), Lessee shall have the right to develop and/or improve said Parcel 2 (lots, 6,7, and 8) with prior written consent from Lessor, which consent shall not be unreasonably withheld.

11. **SUBLEASE.** Lessee shall have the right to sublease this Lease with Rider at any time, without any consent of Lessor. Lessee shall not be released from any of its obligations under the Lease with Rider. *MA SA* *PRIOR* *WHICH WILL NOT BE UNREASONABLY WITHHELD.*

12. **ENCUMBRANCES.** Lessee agrees not to encumber or mortgage the property. *MA SA*

13. **TITLE.** Lessor shall provide Lessee with satisfactory evidence of ownership of the premises, free and clear from any and all restrictions in the use of the premises for Lessee's intended purpose. Within five business days of execution of this Rider, Lessor shall provide Lessee with a copy of existing title commitment from an Illinois title company. Lessee, at Lessee's expense, shall procure a current title commitment within five business days subsequent to receipt of Lessor's title commitment. If there are any restrictions of record that are unsatisfactory to Lessee, Lessee shall have the right to terminate the Lease with Rider. Lessee shall provide written notice within five business days of receipt of new title commitment of its intent to terminate the lease with rider. Lessor shall also provide Lessee with proof that all real estate taxes are paid in full through the date of execution of this Lease.

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Lessor shall also provide Lessee with a letter from Midwest Bank stating that an amount necessary to pay real estate taxes when the taxes come due has been placed into an Escrow Account with Midwest Bank and Trust.

14. **ENVIRONMENTAL INSPECTION.** Lessee shall have the right to perform inspection of the property, including but not limited to Phase I and Phase II inspections. Lessor shall provide any and all existing reports, documentation, and/or correspondence relating to the environmental condition of the property. In the event that the condition of the property hinders Lessee's proposed use of the property as retail gasoline station and food-mart, Lessee shall have the right to terminate the Lease within 60 days of the date of execution of this Lease with Rider as provided under paragraph 7 above entitled TERMINATION in this Rider. This Lease and Rider is subject to the Deed restrictions of record, Access Agreement and Environmental Baseline as established with Equilon Enterprises, the former owner and operator of Shell Gas Station at the Premises. Lessee shall allow Equilon Enterprises or its agents, successors or assigns to enter onto the Premises for the purpose of conducting environmental investigations or performing remedial actions in accordance with the said Access Agreement.
15. **INSURANCE.** Lessee shall maintain at all times during the term of the Lease with Rider, adequate building and fire insurance coverage and premises liability insurance as follows: \$1 million each occurrence and \$2 million aggregate. Lessee shall maintain environmental pollution third party liability insurance to protect Lessee and Lessor from off premise claims. Lessee shall provide Lessor with a certificate of insurance naming Lessor as an additional insured and loss of payee.
16. **REAL ESTATE TAXES.** Lessee shall be responsible for the payment of all Cook County property taxes during the term of the Lease except for Parcel 2 (lots 6, 7, and 8). Taxes for said lots shall be shared equally between Lessor and Lessee, as described in Paragraph 6 above, unless Lessor develops said parcel, in which case Lessor shall be responsible for all real estate taxes pertaining to Parcel 2.
- In the event Lessor notifies Lessee in writing, as described in Paragraph 6 above, that he is abandoning his right to develop said Parcel 2, then Lessor's obligation to share one-half of the taxes on said Parcel 2 shall terminate and Lessee shall be solely responsible for the payment of the taxes on said Parcel 2 (lots 6, 7, and 8).
17. **LAW.** This agreement shall be construed under the Laws of the State of Illinois.
18. **COSTS & FEES.** Lessor shall pay upon demand all Lessee's cost, charges and expenses, including fees of attorneys, agents and others retained by Lessee, incurred in enforcing any of the obligations of Lessor under this Lease or in any litigation, negotiation or transaction in which Lessee shall, without Lessee's fault, become involved through or on account of this Lease. This Paragraph shall not contradict, but shall rather compliment Paragraph 15 of the Lease also entitled as COSTS & FEES.
19. Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provisions of this Lease. This Store Lease With Rider contains the entire agreement between the parties. It may not be changed, modified, altered, limited, terminated, or extended except by a writing signed by all parties or their legal representatives, successors,

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or assigns. Time is of the essence of this Lease.

20. This lease with Rider is subject to attorney review within five business days of execution.
21. **BROKER COMMISSION.** Parties acknowledge and represent that Network Real Estate Group, Ltd. is involved in this transaction. Lessee shall be responsible for any and all broker commissions and Lessee, and not Lessor, shall pay broker commission to Network Real Estate Group, Ltd.
22. **PERSONAL GUARANTEE FOR LEASE AND RIDER.** For value received and in order to induce Lessor to enter into the Lease and this Rider, the undersigned unconditionally and personally guarantees the payment of rent, obligation, and performance by Lessee as well as Lessee's successors and assigns of all covenants and agreements of said Lease and Rider. It is understood that Lessor shall not be required to exhaust his remedies against Lessee first, but may proceed directly against the undersigned Guarantor pursuant to this guarantee in the event of default by Lessee. A separate action may be brought and prosecuted against Guarantor whether action is brought against Lessee, or whether Lessee is joined in such actions. the undersigned Guarantor agrees to pay all costs and expenses, including attorney's fees, incurred by Lessor in enforcing the Lease with Rider and this guaranty. The undersigned Guarantor represents to Lessor that he is the President and sole shareholder of Lessee, and that he has taken all corporate actions required by Illinois law and Lessee's by-laws to authorize the execution of said Lease and Rider.

In the event of a contradiction of terms between the Lease and this Rider, the terms of this Rider shall prevail. This Lease with Rider replaces any and all prior leases.

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

LESSOR:

Mohammed Rawoof, as Beneficiary  
Of Land Trust, under Trust Agreement  
With Midwest Bank & Trust Co.,  
Trust No. 00-3-7786

By: 

MOHAMMED RAWOOF

LESSEE:

Suhail Enterprises, Inc.,  
an Illinois corporation to  
be formed

By: 

SUHAIL ASSAF, PRESIDENT

By: 

SUHAIL ASSAF, Guarantor

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01/21/2011

1/21/2011

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