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**COOK COUNTY
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0020557469

8238/0059 23 003 Page 1 of 23
2002-05-15 11:47:19
Cook County Recorder 65.50

LEASE BETWEEN



0020557469

**M.P. Associates Limited Partnership
By: S. A. Associates Inc., Its General Partner**

AS LANDLORD,

AND

SUBWAY REAL ESTATE CORP.,

AS TENANT

LOCATION: 1521 West North Ave., Melrose Park, IL 60160

Cook County, IL

DATED:

2/26/02

25

[Signature]

Property of Cook County Clerk's Office

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10/15/13

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ABRAHAM DEER
10/15/13

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LEASE

This lease (hereinafter "Lease") made and entered into this 12th day of March, 2002, by and between M.P. Associates Limited Partnership by, S.A. Associates Inc., its General Partner, hereinafter referred to as "Landlord," and SUBWAY REAL ESTATE CORP., a corporation, organized under the laws of Delaware and having its usual place of business at 325 Bic Drive, Milford, Connecticut 06460-3059, hereinafter referred to as "Tenant." In consideration of the mutual covenants herein contained, the parties agree as follows:

Definitions

The following terms when used hereinafter shall be defined as follows:

Building

"Building" means the structure or portions of a structure constructed or to be constructed by Landlord.

Center

"Center" means the land and improvements comprising the integrated retail center including all of the "Common Areas." In the event Landlord elects to alter or enlarge any building or other improvements within the Center or to build, enlarge or alter any adjoining improvements, all or any portion of the altered or additional area shall be included in the definition of "Center" for the purposes of this Lease.

Premises

"Premises" means a portion of Landlord's Building or Center leased to Tenant.

Additional Rent

Triple Net Lease, must include pass through IE: Proportionate share of CAM, Taxes, Insurance charges.

**SECTION ONE
DESCRIPTION OF PREMISES**

Landlord leases to Tenant and Tenant leases from Landlord the Premises located at 1521 West North Ave. Suite 2, Melrose Park, IL which contains approximately 1648 square feet.

**SECTION TWO
TERM**

The term of this Lease is five (5) years and twenty (20) days commencing upon the full execution of this Lease and the delivery of the Premises by the Landlord to the Tenant. The

commencement date of the term and the commencement dates of the option terms hereinafter set forth in Section 28 shall be delayed by the number of days it shall take Landlord to deliver the Premises to the Tenant if delivery of the Premises cannot be accomplished on the date of the execution of this Lease. The foregoing notwithstanding, if the Premises cannot be delivered by the Landlord to the Tenant within thirty (30) days from and after the date of the execution hereof, the Tenant, by written notice to the Landlord may, at the Tenant's sole and unlimited discretion, cancel this Lease, and upon such cancellation, the parties rights and obligations shall be null and void and of no force and effect. The Landlord shall use its best efforts to deliver the Premises to the Tenant as expeditiously as possible.

SECTION THREE QUIET ENJOYMENT

Landlord covenants, warrants and represents that upon commencement of the Lease term, Landlord has full right and power to execute and perform this Lease, and to grant the estate demised herein; and that Tenant, upon the payment of the rent herein reserved and performance of the covenants and agreements hereof, shall peaceably and quietly have, hold and enjoy the Premises and all rights, easements, covenants, and privileges belonging or in any way appertaining thereto, during the term of this Lease.

In the event Landlord transfers its interest in the Building, it is understood that the transferee shall assume the responsibilities of "Landlord" pursuant to this Lease, inclusive of but not limited to all obligations of the Landlord which shall have accrued prior to the date of transfer. Further, Landlord shall not be relieved of any liability whatsoever, until such time Landlord confirms in writing that its responsibilities have been assumed by the transferee.

SECTION FOUR RENT

The Tenant shall pay the Landlord as monthly base rent for the Premises during the term hereof and all extensions thereto the sums set forth in Exhibit C, attached hereto and made a part hereof.

The base rent and any additional rent shall commence on the commencement date.

SECTION FIVE USE OF PREMISES AND EXCLUSIVE

Tenant's use shall be defined as a restaurant for on and off premises consumption. Landlord acknowledges that Tenant's menu consists primarily of sandwiches, salads and related items and that from time to time Tenant may add test items to its menu. Landlord further agrees that Tenant may add, delete and/or change its menu without the prior consent of the Landlord provided that Tenant complies with all local codes and ordinances, and that the Landlord has no preexisting agreements prohibiting such menu additions. Landlord hereby represents and warrants that it has no such prohibited Agreements as at the date of this Lease. Tenant may also sell fruit smoothies and/or yogurt. In no event shall Tenant's menu be construed as limited to sandwiches and salads.

Provisions throughout this Lease to the contrary notwithstanding, continuously during the term of this Lease and all extensions thereto, the Landlord shall not operate or permit others to operate anywhere within the Building and/or within the Center and/or upon any outlot of the Center, any restaurant or food service whose primary product shall be submarine sandwiches substantially similar to the submarine sandwiches sold by a Subway Restaurant.

**SECTION SIX
UTILITIES**

Tenant shall arrange and pay for all utilities furnished to the Premises during the term of this Lease, including water, electricity, gas, and telephone service, any and all tap or hook up fees.

**SECTION SEVEN
REPAIRS AND MAINTENANCE**

Landlord shall, at Landlord's sole expense (except as relate to "Common area" expenses), repair and maintain in good condition the exterior of the Building and the Center, including the roof, walls, foundations, walks, driveways, parking areas, and the structural portion of the Premises and the Building and Center, except for damage due to the gross negligence and/or wilful acts of Tenant. Landlord shall also, at Landlord's sole expense, be responsible for all non-structural and/or interior repairs and maintenance required to be made to the Premises, Building and Center as a result of the gross negligence and/or wilful acts of the Landlord, its agents and/or employees. Such maintenance and repair shall include, but shall not be limited to the removal of snow and/or ice. Subject to the foregoing, Tenant shall take the Premises in "as is" condition and repair. Except for the obligations of the Landlord, as aforesaid, Tenant shall, at Tenant's sole expense, maintain in good condition and repair the doors and interior of the Premises, including electrical wiring and fixtures, plumbing, heating, and air conditioning equipment presently in place or added by Tenant or Landlord except when such damage is caused by the gross negligence and/or wilful acts of Landlord, its agents or employees.

If Landlord shall fail, refuse or neglect to comply with Landlord's obligations in accordance with the terms of this Lease, or if Tenant is required to make any repairs by reason of any act, omission or gross negligence of Landlord or its employees or agents, Tenant shall have the right, at its option, to make such repairs on the behalf of and for the account of Landlord and deduct the cost and expense thereof from the next installment(s) of rent due. Except as provided in the attached Rider.

**SECTION EIGHT
HAZARDOUS SUBSTANCES**

Except as may have been caused by a prior Subway Restaurant tenancy, Landlord warrants and represents that, to the best of its knowledge, any use, storage, treatment or transportation of Hazardous Substances which has occurred in, on, or under the Premises and the Building prior to the date of execution of this Lease has been in compliance with all applicable environmental laws. "Hazardous Substances" shall mean pollutants, contaminants, toxic or hazardous waste, or any other

substances, the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any environmental law. "Environmental Law" shall mean any applicable present and future federal, state or local law, ordinance or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment, and any regulation or policy promulgated or issued thereunder. Landlord additionally warrants and represents that, to the best of its knowledge, no release, leak, discharge, spill, disposal or emission of Hazardous Substances has occurred in, on or under the Premises or the Building, and that the Premises and the Building are free of Hazardous Substances as of the date of the execution of this Lease, except for Hazardous Substances contained in products used by Landlord or Tenants in de minimis quantities for ordinary cleaning and office purposes properly stored in a manner and location meeting all Environmental Laws.

Landlord hereby agrees, represents and warrants that (i) no activity will be conducted in the Building by Landlord and/or its agents, employees or contractors that will produce any Hazardous Substance, except for such activities that are a part of the ordinary course of Landlord's business activities (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws; Landlord shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (ii) the Building will not be used by Landlord and/or its agents, employees or contractors in any manner for the storage of Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Landlord's business (the "Permitted Materials") provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws; Landlord shall be responsible for obtaining any required permits and paying any fees and providing any testing by any governmental agency; (iii) no portion of the Building will be used as a landfill or a dump; (iv) Landlord will not install any underground tanks of any type in, on or under the Building; (v) Landlord will not allow any surface or subsurface conditions in the Building to exist or come into existence that constitute, or with the passage of time may constitute a public or private nuisance; (vi) Landlord will not knowingly permit any Hazardous Substances to be brought onto the Premises or the Building, except for the Permitted Materials described above, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws; and (vii) to the best of Landlord's knowledge and belief: (a) Landlord has duly complied with and Landlord and the Building are presently in compliance with all Environmental Laws, and; (b) Landlord has received no notice respecting, nor does it otherwise know of nor suspect, any fact which might constitute a violation of any Environmental Law.

Except as may have been caused by a prior Subway Restaurant tenancy, Landlord, at Landlord's sole expense, agrees to indemnify, defend and hold harmless Tenant from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including any and all sums paid for settlement of claims, attorneys' fees, consultants' and experts' fees) arising during or after the term of this Lease from or in connection with the breach of the foregoing representations and warranties by Landlord or the presence or suspected presence in the past, or during or after the term of this Lease, of Hazardous Substances in, on, or under the Premises and the Building unless the Hazardous Substances are present solely as a result of negligence, willful misconduct or other acts of Tenant, Tenant's agents, employees or contractors. Without limitation of the foregoing, this indemnification includes all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision, unless the Hazardous Substances are present solely as a result of negligence, willful misconduct or other acts of Tenant, Tenant's agents, employees, contractors. This indemnification specifically includes all costs

due to Hazardous Substances which flow, diffuse, migrate or percolate into, onto or under the Premises or the Building.

Tenant will not cause or permit any Hazardous Substance to be used, stored, generated or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors or invitees, without obtaining Landlord's prior written consent, except for Hazardous Substances contained in products used by Tenant or such other persons in de minimis quantities for ordinary cleaning and office purposes provided such materials are properly stored in a manner and location meeting all Environmental Laws. If Tenant breaches the foregoing representation and warranty, or if Hazardous Substances are used, stored, generated or disposed of on or in the Premises or the Building by such persons or if the Premises or the Building become contaminated in any manner for which the Tenant is legally liable, Tenant agrees to indemnify, defend and hold harmless Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including a decrease in value of the Premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultants' and experts' fees) arising during or after the term of this Lease and arising as a result of such contamination by Tenant or such other persons. Without limitation of the foregoing, this indemnification includes all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision.

If Tenant causes or permits the presence of any Hazardous Substance in the Premises or the Building and such Hazardous Substances alone result in contamination, Tenant will promptly, at its sole expense, take all necessary actions to return the Premises or the Building to the condition existing prior to the contamination caused by the presence of any such Hazardous Substance on the Premises. Tenant must first obtain Landlord's approval and the approval of any necessary federal, state or local agencies for any such remedial action.

The foregoing indemnification and responsibilities of Landlord and Tenant, respectively, shall survive the termination or expiration of this Lease.

SECTION NINE GLASS

Tenant covenants and agrees to replace plate glass broken on the Premises during the term of this Lease, except plate glass which is covered under fire insurance and/or extended coverage carried by Landlord or if such damage is caused by the gross negligence of the Landlord, its agents, or employees.

SECTION TEN SURRENDER OF PREMISES

Tenant shall be permitted, within ten (10) days after the expiration or sooner termination of this Lease, to remove any additions or improvements made by it, provided, however, that it repairs any damage to the Premises caused by such removal or pays for any damages caused by such removal. Any such addition or improvement not removed within ten (10) days shall be deemed abandoned and shall, thereupon, become the property of Landlord without compensation to Tenant. If Tenant has made improvements to the Premises which, if removed, would cause significant

damage to the Premises, then Tenant may, at its option, choose to leave these improvements in place without incurring any liability for their removal by Landlord or a third party.

Tenant's trade fixtures and other chattels and all of Tenant's equipment shall not be considered fixtures, and shall remain the property of Tenant. As such, they may be removed by Tenant at any time, subject to the foregoing paragraph.

Tenant shall surrender the Premises at the end of the Lease term, or any extension thereof, in the same condition as when it took possession, ordinary wear and tear and casualty loss excepted. Tenant shall not be responsible for any repairs or alterations beyond those required to restore the Premises to a condition substantially similar to the condition of the Premises at the commencement of this Lease, ordinary wear and tear and casualty loss excepted.

**SECTION ELEVEN
DAMAGE OR DESTRUCTION OF PREMISES**

If the Premises are damaged or partially destroyed by fire, casualty or other cause during the term of this Lease or any extension thereof, Landlord shall promptly repair and restore them to the condition which Landlord furnished to Tenant upon the commencement of the term of this Lease. The Premises shall be repaired within one hundred and eighty (180) days of the date of the damage or destruction.

Base rent, any additional rent, and all other charges shall be abated proportionately to the extent to which damage and repair operations interfere with the business conducted on the Premises by Tenant.

If the repairs cannot be completed within one hundred and eighty (180) days of the occurrence, then either party shall have the option to terminate this Lease as of the date of damage or destruction by ten (10) days written notice to the other party.

If the Building or part thereof shall be damaged or destroyed and such damage or destruction shall materially interfere with the enjoyment of the Premises by Tenant, the base rent, any additional rent, and all other charges shall abate in proportion to such interference during the period of such interference.

Landlord covenants and agrees, as a material inducement for Tenant entering into this Lease, to carry a standard fire and extended coverage insurance policy in an amount sufficient to cover the full replacement cost of the Building. Landlord also covenants and agrees, as a material inducement for Tenant entering into this Lease, that any insurance proceeds shall be applied proportionately to the cost of repairing or rebuilding the Premises, unless the Lease is terminated pursuant to this section.

Any expenses incurred by Landlord in the repair or rebuilding of the Building, or of the Premises shall not be charged back to Tenant as part of CAM charges or otherwise, but shall be at the sole expense of Landlord. This exclusion shall be in force whether or not all repairs are covered by Landlord's insurance, or whether there are unanticipated costs associated with removal of Hazardous Substances from the Premises, including, but not limited to, the removal of asbestos, lead paint, or oil storage tanks.

**SECTION TWELVE
NON-LIABILITY OF LANDLORD FOR DAMAGES**

Landlord shall not be responsible for liability or damage claims for injury to persons or property for claims of any type that it may incur in connection with the operation of Tenant's business unless caused by the gross negligence and/or wilful acts of Landlord or its agents, servants, or employees. Except when caused by the gross negligence and/or wilful acts of the Landlord, his agents, servants, or employees, Tenant shall indemnify Landlord from all liability, loss or other damage claims for obligations resulting from any injuries or losses of this nature, including reasonable attorneys' fees and court costs incurred by Landlord in defending any such claims. Landlord shall indemnify Tenant for any loss occurring in the common areas.

**SECTION THIRTEEN
FIRE INSURANCE**

Tenant is responsible for its own insurance to cover its own contents located in the Premises, and all of the personal property and equipment included in the Premises. Landlord shall not be liable for any damage to the property or person of any of the Tenant's officers, employees, agents, invitees or guests from perils customarily covered by fire and extended coverage insurance, liability insurance or acts of God. It is agreed that Landlord shall be responsible for fire and extended coverage for the Premises by a responsible insurance company authorized to do extended coverage insurance in the state in which the Building is located. Tenant shall maintain fire insurance and extended coverage on the interior of the Premises in an amount which is adequate to cover the cost of equipment and trade fixtures.

**SECTION FOURTEEN
LIABILITY INSURANCE**

Tenant shall procure and maintain in full force, at its expense, during the term of this Lease, and any extension thereof, public liability insurance which shall be adequate to protect against liability for damage claims through public use of or arising out of any accident occurring in or around the Premises, in a minimum amount of two million dollars (\$2,000,000.00). Landlord shall be an additional named insured in such policy; Landlord shall procure from sublessee a Certificate of Insurance with reference to the same. No cancellation or change without thirty (30) days written notice to Landlord.

Sublessee is the entity that has executed a sublease with the Tenant. Subtenant has agreed in said sublease to perform and be bound by all of the obligations of the Master Lease including but not limited to supplying the Master Landlord with a Certificate of Insurance.

**SECTION FIFTEEN
ASSIGNMENT, SUBLEASE, OR LICENSE**

Except as hereinafter set forth, Tenant shall not assign this Lease or sublease the Premises, or any right or privilege connected therewith, or allow any other person, except agents, employees, and customers of the Tenant, to occupy the Premises or any part thereof, without first obtaining the written consent of Landlord, such consent not to be unreasonably withheld or delayed. A consent by Landlord shall not be a consent for a subsequent assignment, sublease or occupation by other persons. An unauthorized assignment, sublease, or license to occupy by Tenant, shall be void and this Lease shall terminate at the option of the Landlord. The interest of Tenant in this Lease is not assignable by operation of law, without the written consent of Landlord.

Notwithstanding the above paragraph, Tenant may assign this Lease or sublet the Premises to any bona-fide licensee/franchisee of Doctor's Associates Inc., doing business as a SUBWAY® sandwich shop without the prior consent of or written notice to the Landlord. Landlord agrees to accept rent from Tenant, its assignee, or sublessee.

**SECTION SIXTEEN
IMPROVEMENTS OR ADDITIONS BY TENANT**

During the term of this Lease, Tenant shall have the right and privilege of remodeling or altering the interior of the Premises, only with the prior written consent of Landlord, in accordance with the standard SUBWAY® decor, including installation of additional partitions complying with all codes, ordinances, and laws in effect at the time of remodeling.

**SECTION SEVENTEEN
RESTRICTIONS AGAINST MECHANIC'S LIENS**

Tenant shall, within thirty (30) days, pay and settle all expenses and liabilities arising out of or in any way connected with any and all construction, repairs, alterations, or maintenance of the Premises, and all liens of mechanic's and materialmen, and all liens of a similar character, arising out of or growing out of the construction, repair, alteration, or maintenance of the Premises, provided said work was performed by Tenant. The foregoing notwithstanding, however, in the event Tenant in good faith contests the payment to any contractor and/or materialman which, in turn, shall result in a mechanic's or other lien against the building and/or the Center, or any part thereof, Tenant shall not be required to remove any such lien provided Tenant posts a bond or other security in an amount reasonably determined by, and in favor of the Landlord, pending Tenant's resolution of Tenant's dispute with any such contractor and/or materialman.

**SECTION EIGHTEEN
SIGNS**

Tenant shall submit plans for all exterior signage for Landlord's approval, such approval not to be unreasonably withheld or delayed.

**SECTION NINETEEN
PARKING**

Landlord will assure the parking areas are reasonably free of potholes, snow and ice, adequately striped and in good condition. The parking areas will be fully lighted until at least one hour after Tenant's closing.

**SECTION TWENTY
CONDEMNATION**

If the whole or any part of the Premises shall be taken by any lawful authority under the power of eminent domain, then this Lease and the term demised, shall thereupon terminate and Tenant shall be liable for rent and other charges only up to the date of such termination. The foregoing shall not preclude Tenant, and Tenant shall be free to seek its own separate award from the condemning authority for lost business, unamortized leasehold improvements, good will and relocation and moving expenses, such award to be the sole and exclusive property of Tenant.

**SECTION TWENTY-ONE
HOLDING OVER**

The failure of Tenant to surrender the Premises upon the termination of the original lease term or extension, and subsequent holding over by Tenant, without consent of the Landlord shall result in the creation of a tenancy for month-to-month at a monthly rental of two hundred percent (200%) of the base rent, payable on the first day of each month during the month-to-month tenancy. This provision does not give Tenant any right to hold over. All other terms and conditions of this Lease shall remain in full force during any month-to-month tenancy hereunder.

**SECTION TWENTY-TWO
NOTICES**

Landlord and Tenant acknowledge that it is extremely important that rent be paid in a timely manner as required by this Lease. Since Tenant may sublet the Premises to a licensee/franchisee of Doctor's Associates Inc. and the licensee/franchisee may pay rent directly to Landlord, Tenant does not receive rental income and will not know if rent has not been paid. Since the parties recognize that time is of the essence in this matter, Landlord agrees to give written notice to Tenant within ten (10) days of any default committed under this Lease by a sublessee or assignee of Tenant. Failure of Landlord to give such notice will constitute a waiver of monetary and non-monetary claims against Tenant, until notice is provided. Any notice which is to be given to Tenant shall be deemed sufficiently given if sent by Certified Mail, postage prepaid, return receipt requested, or via Federal Express or another comparable service for next day delivery, addressed as follows:

- Tenant: (1) Subway Real Estate Corp.
325 Bic Drive, Milford, CT 06460-3059,
- (2) With a necessary copy to:

Subway Restaurant
Suite 2, 1521 W. North Ave.
Melrose Park, IL 60160

cc: Ira J. Marcus
Marcus, Perres, Campanale & Wigoda
19 South LaSalle Street
Suite 1500
Chicago, Illinois 60603

Landlord's address for notice is: C/o O'Lany, Inc. Agent at 400 North State St. #440
Chicago, IL 60610. CC: Barry B. Berk at 493 Laurel Ave., Highland Park, IL 60035.

Landlord's Tax I.D. Number is: 36-3607346

The customary receipt shall be conclusive evidence of service, and notices shall be effective as of the date received. Landlord agrees to accept rent at the above-referenced address.

Any change in the entity to whom rent is due must be authorized in writing by the named landlord, its mortgagor, or by court order. Absent such acceptable authorization, Tenant shall not be in default of this Lease if it continues to pay rent as specified herein.

**SECTION TWENTY-THREE
CURE**

The Tenant shall be and is hereby granted ten (10) days to cure any monetary default hereunder and thirty (30) days to cure any non-monetary default hereunder, such respective "cure" periods to commence upon the Tenant's receipt of written notice from the Landlord setting forth an alleged event of default. In the event the Tenant shall have commenced to cure a non-monetary default within the aforesaid 30 day cure period and it shall be impossible or impractical for the completion of such non-monetary cure within the 30 day cure period, the Tenant shall be granted a reasonable extension thereto within which to complete such non-monetary cure, provided the Tenant shall at all times diligently pursue such non-monetary cure to completion.

For good and valuable consideration, Landlord agrees to the following provision: Notwithstanding any provision in this Lease to the contrary, Landlord and Tenant agree that Tenant's liability upon default shall not exceed six (6) month's base rent and pass throughs or base rent and pass throughs for the remainder of the term, whichever is less.

**SECTION TWENTY-FOUR
TENANT'S REMEDIES ON DEFAULT**

In the event of any default by Landlord in the performance of any promise or obligation to be kept or performed hereunder and the continuance of such default for a period of thirty (30) days after receipt by Landlord of a written notice from Tenant specifying the default, Tenant, at its election, can declare this Lease terminated and void and vacate the Premises within an additional period of thirty (30) days, paying rent only to the date of said vacating. In the event default cannot

be cured within thirty (30) days, Tenant shall grant Landlord a reasonable extension of time to cure the default provided Landlord acknowledges to Tenant, in writing, that it shall exercise due diligence in completing the cure of the default. In addition to the foregoing, in the event the Landlord shall be default pursuant to this Lease, which default shall not be cured by Landlord within the applicable cure period, if any. Tenant, at Tenant's sole and unlimited discretion, may withhold then due rent in satisfaction of any damages, costs and expenses (including, but not limited to reasonable attorneys' fees) having been incurred by Tenant as a result of any such Landlord default.

**SECTION TWENTY-FIVE
LICENSES/ALTERATIONS**

No alterations or improvements affecting the structural portion of the Building shall be made by Tenant without written consent of Landlord, such consent not to be unreasonably withheld or delayed.

Landlord recognizes and acknowledges that Tenant is leasing the demised premises for the purpose of subletting to a franchisee/licensee of Doctor's Associates Inc. ("Franchisor") which requires its franchisees/licensees to utilize standard SUBWAY® decor and signs. Landlord and Tenant will use their best efforts and cooperate to obtain a rezoning or variance, at Tenant's sole cost and expense, if required, of the Premises from the city to Landlord.

**SECTION TWENTY-SIX
TAXES AND ASSESSMENTS**

See attached Rider.

**SECTION TWENTY-SEVEN
LANDLORD TO HAVE ACCESS**

Landlord hereby expressly reserves the right to enter the Premises and/or any part thereof, at any time, in the event of emergency. Furthermore, Landlord may enter the Premises after five (5) days written notice to make inspection and repairs, to exhibit the Premises to, purchasers, or prospective tenants (starting sixty (60) days before the expiration of the current term or extension period) and to perform any acts related to safety, protection, preservation, or improvement of the Premises. In the event Landlord enters the Premises as aforesaid, Landlord will use its best efforts not to disturb or interfere with Tenant's business operation.

Tenant shall have the right to peacefully hold and enjoy the Premises without unreasonable hindrance or interruption by Landlord or any persons claiming by, through, or under it until the end of such term or any extension of renewal thereof.

**SECTION TWENTY-EIGHT
RENEWAL TERMS**

Tenant has the option of extending this Lease for two (2) consecutive period(s) of five (5) years each. Tenant shall provide Landlord with written notice of its intention to renew this Lease at least ninety (90) days prior to the expiration of the then current term.

In the event Landlord does not receive Tenant's notice as stated above, Tenant shall not lose its option to renew unless and until the Tenant shall fail to give notice to Landlord within ten (10) days after receipt of written notice from Landlord citing Tenant's failure to exercise its option to renew.

For the purpose of this section only, notification via (facsimile) fax will be deemed sufficient, provided a copy of such notice is also sent via regular mail.

The terms and conditions for each renewal period shall be the same as those contained herein, except for the fixed base rent which is hereinafter set forth in Exhibit C. Said rental shall be payable in equal installments each month in advance on the first day of each month during the option period.

**SECTION TWENTY-NINE
LIMITATION OF LIABILITY OF PERSONS
AND ENTITIES AFFILIATED WITH TENANT**

LANDLORD RECOGNIZES AND ACKNOWLEDGES THAT TENANT IS A DELAWARE CORPORATION AND THAT TENANT'S ASSETS CONSIST ALMOST EXCLUSIVELY OF LEASES, SUBLEASES, AND OPTIONS TO PURCHASE LEASED PREMISES. LANDLORD ALSO RECOGNIZES AND ACKNOWLEDGES THAT TENANT WAS ORGANIZED PRINCIPALLY FOR THE PURPOSE OF NEGOTIATING AND DRAFTING LEASES WITH A VIEW TOWARDS SUBLETTING THE LEASED PREMISES TO FRANCHISEES/LICENSEES OF DOCTOR'S ASSOCIATES INC. ("DAI"). LANDLORD RECOGNIZES AND ACKNOWLEDGES THAT IT HAS BEEN ADVISED THAT DAI IS A FLORIDA CORPORATION THAT OWNS ALL RIGHTS TO AWARD FRANCHISES FOR SUBWAY® SANDWICH SHOPS AND THAT LANDLORD HAS ALSO BEEN ADVISED THAT TENANT HAS NO RIGHTS WHATSOEVER TO AWARD FRANCHISES FOR SUBWAY® SANDWICH SHOPS OR COLLECT ANY FRANCHISE-RELATED ROYALTIES FROM ANY PROSPECTIVE SUBLESSEE OF THE PREMISES. LANDLORD RECOGNIZES AND ACKNOWLEDGES THAT IT HAS BEEN GIVEN AN OPPORTUNITY, WHETHER BY ITSELF OR WITH THE ASSISTANCE OF ITS PROFESSIONAL ADVISORS, TO MAKE INQUIRY OF TENANT'S FINANCIAL STATUS AND TO EVALUATE SAID STATUS TO ITS SATISFACTION. LANDLORD HAS EITHER MADE SUCH INQUIRY AND IS SATISFIED WITH THE RESPONSE TO SUCH INQUIRY OR HAS AFFIRMATIVELY AND VOLUNTARILY DETERMINED NOT TO DO SO. LANDLORD FURTHER RECOGNIZES AND ACKNOWLEDGES THAT NO PERSON OR ENTITY OTHER THAN TENANT HAS MADE ANY REPRESENTATIONS OF ANY KIND WITH REGARD TO THE ABILITY OF TENANT TO PERFORM TENANT'S OBLIGATIONS HEREUNDER. LANDLORD ALSO RECOGNIZES AND ACKNOWLEDGES THAT TENANT INTENDS TO SUBLEASE THE PREMISES TO A PERSON(S) WHO HAS OR WILL BE AWARDED A FRANCHISE/LICENSE FOR A SUBWAY® SANDWICH SHOP FROM DAI, UNDER WHICH SUBLEASE THE SUBLESSEE WILL PAY RENT DIRECTLY TO LANDLORD SO THAT THE RENTAL PAYMENT FROM SUCH SUBLESSEE WILL NORMALLY NOT BE RECEIVED OR HELD BY TENANT. ALTHOUGH THE SUBLESSEE MAY OPEN A BUSINESS OPERATION

DOING BUSINESS AS A SUBWAY® SANDWICH SHOP AND MAY HAVE FRANCHISE AND OTHER BUSINESS RELATIONSHIPS WITH CORPORATIONS RELATED TO OR ASSOCIATED BY THE GENERAL PUBLIC WITH "SUBWAY," AS IT IS COMMONLY KNOWN, LANDLORD RECOGNIZES AND ACKNOWLEDGES THAT THE SOLE AND EXCLUSIVE PERSON OR ENTITY AGAINST WHICH IT MAY SEEK DAMAGES OR ANY REMEDIES UNDER THIS OR ANY OTHER DOCUMENT IN WHICH THE LANDLORD AND TENANT OR LANDLORD AND SUBLESSEE ARE PARTIES, WHETHER FOR UNPAID RENT AND ASSOCIATED DAMAGES, CLAIMS OF UNJUST ENRICHMENT, CLAIMS OF UNFAIR TRADE PRACTICES, OR ANY OTHER THEORY OF RECOVERY OF ANY KIND OR NATURE, IS TENANT AND SUBLESSEE. FURTHER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THERE WILL NOT BE ANY LIABILITY WHATSOEVER AGAINST (A) DAI, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND/OR AGENTS, AND/OR (B) ANY PERSONS AND ENTITIES WHO ARE THE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AND/OR AGENTS OF THE TENANT. SUCH EXCULPATION OF LIABILITY SHALL BE ABSOLUTE AND WITHOUT ANY EXCEPTION WHATSOEVER.



Tenant Initials



Landlord Initials

**SECTION THIRTY
ENTIRE AGREEMENT**

Landlord represents that there are no oral agreements affecting this Lease, exhibits and riders, if any, attached hereto and forming a part hereof, supersede and cancel any and all previous negotiations, arrangements, letters of intent, executed lease(s), lease proposals, brochures, agreements, representations, promises, warranties and understandings between the parties as stated by, including but not limited to, Tenant's agent(s), employee(s), SUBWAY® franchisee(s), and/or SUBWAY® development agent(s) of Doctor's Associates Inc. No alteration, amendment, change or addition to this Lease shall be binding upon either party unless reduced to writing and signed by each party.

**SECTION THIRTY-ONE
BROKERS**

No brokers have been used by Landlord or Tenant in connection with this transaction. Landlord and Tenant agree to indemnify each other to the extent that they have utilized a broker in connection with this transaction.

**SECTION THIRTY-TWO
INTENTIONALLY DELETED**

**SECTION THIRTY-THREE
INTENTIONALLY DELETED**

**SECTION THIRTY-FOUR
WAIVER**

No waiver by either of the parties hereto of any provision or breach thereof, shall be deemed a waiver of any other provision or of any subsequent breach by Tenant or Landlord of the same or any other provisions. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act.

No remedy or election hereunder shall be deemed exclusive, but shall, whenever possible, be cumulative with all other remedies at law or in equity.

If at any time under the provisions of this Lease the consent of Landlord is required, it shall not be unreasonably withheld.

**SECTION THIRTY-FIVE
LAW GOVERNING, JURISDICTION AND VENUE**

This Lease shall be interpreted in accordance with the law of the State of Illinois applicable to agreements made and to be wholly performed within the State of Illinois. The parties irrevocably consent to the exclusive jurisdiction and venue of the Courts of the State of Illinois, County of Cook, and of any Federal Court located in the State of Illinois, County of Cook, in connection with any action or proceeding arising out of or relating to this Lease.

**SECTION THIRTY-SIX
HEADINGS**

The paragraph headings are for quick reference and convenience only and do not alter, amend, or otherwise affect the terms, conditions, and agreements set out herein.

**SECTION THIRTY-SEVEN
COSTS AND EXPENSES**

Should either party incur costs in connection with the enforcement of the terms and provisions of this Lease against the other party, which may include but shall not necessarily be limited to the institution of a lawsuit or other legal proceedings, the prevailing party shall be entitled to and the non-prevailing party shall pay to the prevailing party all of the prevailing party's costs, expenses and reasonable fees of its attorneys in connection therewith.

**SECTION THIRTY-EIGHT
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 invalidity or unenforceability 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

**SECTION THIRTY-NINE
FORCE MAJEURE**

If either party fails to perform any of its obligations under this Lease as a result of Force Majeure, such party shall not be liable for loss or damage for the failure and the other party shall not be released from any of its obligations under this Lease. If either party is delayed or prevented from performing any of its obligations as a result of Force Majeure, the period of delay or prevention shall be added to the time herein provided for the performance of any such obligation.

"Force Majeure" shall mean any period of delay which arises from or through acts of God; strikes, lockouts, or labor difficulty; explosion, sabotage, accident, riot, or civil commotion; act of war; fire or other casualty; legal requirements; delays caused by the other party; and causes beyond the reasonable control of a party.

**SECTION FORTY
LEASE EXECUTION**

Landlord and Tenant agree that this Lease is open for acceptance by Landlord for thirty (30) days following execution by Tenant. In the event Landlord does not execute this Lease within thirty (30) days of execution by Tenant, this Lease shall be null and void. Within three (3) business days, Landlord shall return any and all monies paid and all counterparts of this Lease executed by Tenant.

**SECTION FORTY-ONE
INTENTIONALLY DELETED**

**SECTION FORTY-TWO
INTENTIONALLY DELETED**

**SECTION FORTY-THREE
CONSTRUCTION**

Should any provision of this Lease require judicial interpretation, the parties hereto agree that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be more strictly construed against the party who itself or through its agents prepared the same, it being agreed that Landlord, Tenant and their respective agents have participated in the preparation hereof.

**SECTION FORTY-FOUR
ATTORNMENT**

In the event Landlord sells, conveys or otherwise transfers its interest in the Building or any portion thereof containing the Premises, whether said transfer is voluntary or otherwise, or through bankruptcy or foreclosure this Lease shall remain in full force and effect. Tenant hereby attorns to and covenants and agrees, within ten (10) days of Tenant's receipt of a written request, to execute an instrument in writing reasonably satisfactory to the new owner whereby Tenant attorns to such successor in interest and recognizes such successor as the Landlord under this Lease. The new owner agrees, within ten (10) days written request, to confirm in writing, the continued validity of this Lease.

**SECTION FORTY-FIVE
WHEN LEASE BECOMES BINDING**

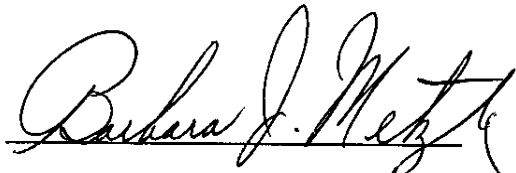
The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

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

WITNESS:


**LANDLORD: M.P. Associates Limited
Partnership by S.A. Associates Inc.,
Its General Partner**



Title: EXECUTIVE ASSISTANT

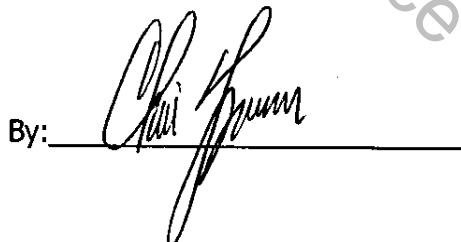
By: 

TENANT: SUBWAY REAL ESTATE CORP.



John C. Devine, Vice President

Ernest A. Oliver
Duly Authorized

By: 

TENANT'S ACKNOWLEDGMENT

STATE OF CONNECTICUT)
) ss.
COUNTY OF NEW HAVEN)

On this 21st day of March, 2007, before me, a Notary Public, in and for the jurisdiction aforesaid, personally appeared Earnest Oliver, to me personally known, who by me duly sworn did say that he/she is the Vice President of Subway Real Estate Corp., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and that he/she acknowledged execution of said instrument to be voluntary act and deed of said corporation by it voluntarily executed.

Patricia Turko

Notary Public
(Notarial Seal)
My Commission expires



Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

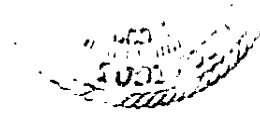


EXHIBIT C

<u>Time Period</u>	<u>Monthly Rent</u>
3/12/02 to 3/31/02	\$1,814.95
4/1/02 to 3/31/03	\$2,813.16
4/1/03 to 3/31/04	\$2,897.56
4/1/04 to 3/31/05	\$2,984.49
4/1/05 to 3/31/06	\$3,074.03
4/1/06 to 3/31/07	\$3,166.26
<u>First Option Period</u>	
4/1/07 to 3/31/08	\$3,261.25
4/1/08 to 3/31/09	\$3,359.09
4/1/09 to 3/31/10	\$3,459.87
4/1/10 to 3/31/11	\$3,563.67
4/1/11 to 3/31/12	\$3,670.59
<u>Second Option Period</u>	
4/1/12 to 3/31/13	\$3,817.42
4/1/13 to 3/31/14	\$3,970.12
4/1/14 to 3/31/15	\$4,128.93
4/1/15 to 3/31/16	\$4,294.09
4/1/16 to 3/31/17	\$4,465.86



COOK COUNTY ASSESSOR'S OFFICE



Property Search Results

Non-Residential Property

Please Note: This is non-residential property. Unlike residential property, it may be misleading to compare properties based solely on the information contained on this site. Many factors are considered when assessing non-residential properties. These factors include, but are not limited to, recent purchase price, income or rental data, appraisal value, and vacancy/occupancy

Property Index Number:	12-34-403-013-0000		
Address:	1515 W North Ave		
City:	Melrose Park	Township:	Leyden
Neighborhood:	90	Age:	37
Class:	5-17	Description:	One story store
Tax Code:	20038	Land Square Footage:	99,317

Assessed Valuation

	2001 Assessor Certified Assessment	2000 Board of Review Certified
Land	141,526	141,526
Building	501,029	400,275
Total	642,555	541,801

Other Information:

Partial Assessment

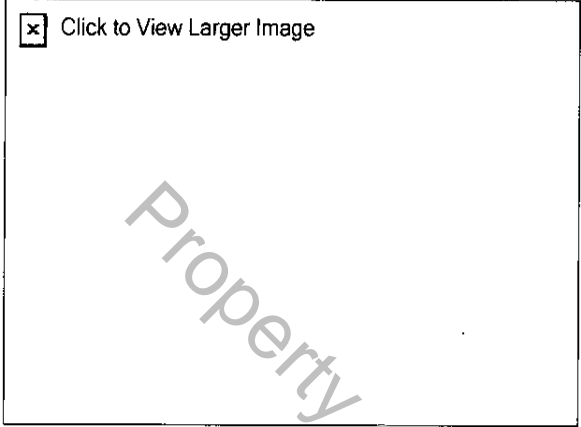
[Return to Search Results](#)



Cook County Assessor's Office Parcel Mapping Application
Property Details

Print Help Map

1515 W North Ave
Melrose Park
PIN: 12-34-403-013-0000



Click above to view larger image.

Additional Information

Tax Code: 20038

Note: Partial Assessment

Class: 5-17
Neighborhood: 90
Township: Leyden
Age: 37 Years
Land Square Footage: 99,317
Land Assessed Value: 141,526
Building Assessed Value: 501,029
Total Assessed Value: 642,555
Description: One story store

Property of Cook County Clerk's Office