



UNOFFICIAL COPY

mailed, recorded, return to:  
Dunkin' Donuts  
P.O. Box 317  
Randolph, MA 02368  
ATTN: Gail Sorrentino

04062908

DDLO-3-10/92

PC 300285

**DUNKIN' DONUTS INCORPORATED  
LEASE OPTION AGREEMENT**

AGREEMENT made this 26 day of Sept, 1994, by and between: 300 & Paul Inc.,

an Illinois corporation corporation with principal offices at  
3 Butera Drive, Barrington, Illinois (hereinafter referred to as "Landlord"); and

Walid M. Elkhatib, an individual

corporation with principal office 602 Mannheim Road, Bellwood, IL 60104  
(hereinafter referred to as "Tenant"); and DUNKIN' DONUTS INCORPORATED, a Delaware corporation with principal offices at 14 Pacella  
Park Drive, PO Box 317, Randolph, Massachusetts 02368 (hereinafter referred to as "Dunkin'").

Landlord has leased to Tenant certain premises located at 5525 St. Charles Rd, Berkeley, IL

(the "Premises"), under the terms of a lease agreement dated June 20, 1994, (the "Lease"),

for Tenant's use as a Dunkin' Donuts Shop under a franchise agreement dated April 29, 1994, between Dunkin', as franchisor,  
and Tenant, as franchisee (the "Franchise Agreement"). A notice of the Lease is attached hereto as Exhibit A. This Agreement is entered into in  
connection with Dunkin's approval of the above location as a Dunkin' Donuts Shop and grant of a franchise to Tenant. It is intended to provide  
Dunkin' the opportunity to purchase the premises as a Dunkin' Donuts Shop under circumstances hereinafter set forth, and to assure Landlord that,  
if Dunkin' exercises the option herein contained, any defaults of Tenant under the Lease will be cured by Dunkin' before it takes possession of the  
Premises. In consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of  
which is acknowledged, the parties agree as follows.

DEPT-11 RECORD TOR \$33.50  
T40013 TRAN 8275 12/21/94 13145100  
\$5052 + AP \*04-062908  
COOK COUNTY RECORDER

**SECTION I - GRANT OF OPTION**

1.0 Landlord grants to Dunkin' an option to lease the Premises described on the attached Exhibit A, on the terms, covenants and  
conditions hereinafter set forth (the "Option").

1.1 Upon Default of Tenant under Lease. Landlord shall send Dunkin' copies of all notices of default it gives to Tenant  
concurrently with giving such notices to Tenant. If Tenant fails to cure any defaults within the period specified in the Lease, Landlord shall  
promptly give Dunkin' written notice thereof, specifying the defaults Tenant has failed to cure and shall offer Dunkin' the Option to assume the  
Tenant's interests in the Lease (the "Offer"). Landlord shall attach to the Offer a complete copy of the Lease, including any amendments thereto.  
Dunkin' shall exercise the Option, if at all, by written notice to Landlord and Tenant (the "Acceptance") within thirty (30) days after receipt of the  
Offer from Landlord.

1.2 Upon Termination of the Franchise Agreement. If the Franchise Agreement is terminated for any reason during the term of  
the Lease, or any extension thereof, and if Dunkin' shall desire to exercise the Option, Dunkin' shall promptly give Landlord written notice thereof.  
Within thirty (30) days after receipt thereof, Landlord shall give Dunkin' written notice specifying any defaults of Tenant under the Lease and shall  
offer Dunkin' an option to assume the Tenant's interests in the Lease (the "Offer"). Landlord shall attach to the Offer a complete copy of the  
Lease, including any amendments thereto. Dunkin' shall exercise the Option, if at all, by written notice to Landlord and Tenant (the "Acceptance")  
within thirty (30) days after receipt of the Offer from Landlord.

1.3 Upon Non-Renewal of the Lease Term. If the Lease contains term renewal or extension rights and the term is allowed to  
expire by Tenant without exercising said rights, Landlord shall promptly give written notice thereof to Dunkin', but in no event later than thirty (30)  
days following expiration of the term and Dunkin' shall have the option, for an additional thirty (30) days after receipt thereof, to exercise the  
Tenant's renewal rights on the same terms and conditions as contained in the Lease. If Dunkin' elects to exercise such right to renew the term of  
the Lease, Dunkin' shall so notify Landlord in writing, whereupon Landlord shall promptly execute and deliver to Dunkin' an acceptance of Dunkin'  
as assignee of Tenant and shall deliver possession of the Premises to Dunkin' at the commencement of the extended or renewed term of the Lease.

**SECTION II - TENANT'S COVENANTS**

2.0 If Tenant fails to timely cure any defaults under the Lease, or in the event of termination of the Franchise Agreement, Tenant  
shall, within ten (10) days after written demand by Dunkin', assign all of its right, title and interest in and to the Lease to Dunkin'. If Tenant fails to  
do so within said ten (10) days, Tenant hereby designates Dunkin' as its agent to execute any and all documents, agreements and to take all action as  
may be necessary or desirable to effectuate the assignment of the Lease and the relinquishment of any and all of Tenant's rights thereunder.  
Landlord hereby consents to such assignment, subject to Dunkin' executing an assumption of the Lease and curing all defaults of Tenant under the  
Lease before taking possession of the Premises. Tenant further agrees to promptly and peaceably vacate the Premises and remove its personal  
property, at the written request of Dunkin'. Any property not so removed by Tenant within ten (10) days following receipt of such written notice  
shall be deemed abandoned by Tenant.

2.1 Tenant agrees that termination of the Franchise Agreement and failure of Tenant to assign its interests in the Lease to  
Dunkin' as set forth herein, shall be a default under the Lease which will entitle, but not obligate, Landlord to employ legal remedies available in  
summary process or otherwise, to evict Tenant from the Premises.

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LAWYERS TITLE INSURANCE CORPORATION

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6.1 Dunkin' may assign its rights under this Agreement, without the consent of Landlord, in connection with any transfer of its rights as franchisor of the Dunkin' Donuts System.

6.0 This Lease Option Agreement shall run with the land and be binding upon the parties hereto and their successors, assigns, executors and administrators and representatives. The rights and obligations herein contained shall continue, notwithstanding changes in the persons or entity that may hold any leasehold or ownership in the land or building.

SECTION VI - ADDITIONAL PROVISIONS

5.0 If the Lease or Franchise Agreement is terminated and Dunkin' fails to exercise the rights herein contained, Tenant agrees to identify the premises as a Dunkin' Donuts Shop and to promptly remove signs, decor and other items which a Dunkin' reasonably requests be removed as being distinctive and indicative of a Dunkin' Donuts Shop. Dunkin' may enter upon the Premises without being guilty of trespass or tort to effect such de-identification if Tenant fails to effect de-identification within ten (10) days after receipt of written demand from Dunkin', following termination of the Franchise Agreement or Lease. Tenant shall pay Dunkin' for its reasonable costs and expenses in effecting de-identification. Landlord shall jointly and severally be obligated to pay Dunkin' for such costs, if Landlord shares with Tenant, one or more common owners, beneficiaries or shareholders (as the case may be).

SECTION V - DE-IDENTIFICATION AS A DUNKIN' DONUTS SHOP

4.3 Dunkin' or its assignee may only use the premises for the purpose(s) permitted under the terms of the Lease.

4.1 In the event Dunkin' shall elect to assume Tenant's rights and obligations under the Lease, Dunkin' shall have the right to terminate the Lease at any time after three (3) years as tenant, by giving Landlord at least one hundred twenty (120) days written notice. If Dunkin' shall exercise this right of termination, Dunkin' shall remove its equipment, trade fixtures and signs from the Premises and shall return the Premises to Landlord, allowing to remain thereon all of Tenant's and/or Dunkin's improvements to the Premises.

4.2 Notwithstanding any provision of Paragraph 4.1 above, Dunkin' may, at any time after Dunkin' assumes the Tenant's interests under the Lease, but only with the prior written consent of Landlord, assign without recourse its rights as tenant under the Lease. Landlord shall not unreasonably withhold such consent to an assignment to a creditworthy Dunkin' Donuts franchisee who meets Dunkin's then-current standards and requirements for franchisees. Upon receipt by Landlord of an assumption agreement pursuant to which the assignee agrees to assume the Lease and to observe the terms, conditions and agreements of the Lease, Dunkin' shall thereupon be released from all liability as tenant under the Lease, from and after the date of assignment thereof, without any need of a written acknowledgment by Landlord of such release.

4.1 After Dunkin' assumes Tenant's interests under the Lease, Dunkin' may, at any time, assign such interests or sublet the Premises to a Dunkin' Donuts franchisee, provided that Dunkin' shall remain liable for the payment of rent and performance of the Tenant's duties and obligations under the Lease, except as set forth in Paragraph 4.2.

4.0 Dunkin', upon taking possession of the Premises, shall concurrently cure the defaults specified by Landlord in the Offer and shall execute and deliver to Landlord its assumption of the Tenant's rights and obligations under the Lease. Dunkin' shall pay, perform and be bound by all of the duties and obligations of the Tenant, except that Dunkin' shall not be required to assume or be bound by the terms of any amendment to the Lease executed by Tenant without obtaining Dunkin's prior written approval thereof, which shall not be unreasonably withheld or delayed.

SECTION IV - DUNKIN'S RIGHTS AND OBLIGATIONS UNDER THE LEASE

3.1 Dunkin' shall not be required to cure defaults and/or to begin paying rent until Landlord delivers Possession of the Premises to Dunkin'. If it becomes necessary for Landlord to pursue legal remedies in order to remove Tenant and deliver Possession of the Premises to Dunkin', Dunkin' shall, upon written request of Landlord, pay into an escrow account with Landlord's attorney, bearing interest at the passbook rate, such amounts as are necessary to cure Tenant's defaults. If Landlord is unable to deliver Possession of the Premises to Dunkin' within (6) months after the date Landlord receives the Acceptance, Dunkin' shall thereupon have the right at any time until Landlord delivers Possession of the Premises to Dunkin'. The Acceptance by written notice to Landlord and his attorney, whereupon all amounts in escrow, including accrued interest, shall be returned to Dunkin'.

3.0 Upon receipt of the Acceptance from Dunkin', or as soon as possible thereafter, Landlord shall evict Tenant from the Premises by diligent pursuit of summary process or by other and appropriate legal remedies, and shall deliver possession of the Premises to Dunkin' free and clear of the possessory rights of Tenant or any third party ("Possession").

SECTION III - DELIVERY OF POSSESSION OF THE PREMISES

2.2 Tenant shall be and remain liable to Landlord for all of its obligations under the Lease, notwithstanding any assignment thereof to Dunkin'. Dunkin' shall be entitled to recover from Tenant all amounts it has paid to Landlord to cure Tenant's defaults under the Lease, including interest and the reasonable costs of collection.

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6.2 At the request of Landlord or Tenant, Dunkin's rights hereunder may be subordinated to the lien of any mortgage or deed of trust hereinafter placed upon the premises, provided that the mortgagee or trustee shall agree in writing not to disturb Dunkin's right to exercise the Option and assume the Lease as set forth herein.

6.3 Any party hereto may record this agreement or a memorandum hereof. Any party hereto may seek equitable relief or injunctive relief including, without limitation, specific performance for actual or threatened violation or non-performance of this Agreement by any other party. Such remedies shall be in addition to all other rights provided for in this Lease Option Agreement or by law.

6.4 All notices hereunder shall be delivered by certified mail to the addresses herein described or to such other address as any party hereto may, by written notice, instruct that notices be given.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS LEASE OPTION AGREEMENT TO BE EXECUTED AS OF THE DATE FIRST ABOVE WRITTEN.

(Landlord)

Witness/Attest:

[Signature]  
Witness

[Signature]  
Paul Butera

Barbara [Signature]

[Signature]  
Joseph Butera, secr.

(Tenant)

Witness/Attest:

[Signature]  
Witness

[Signature]  
Walid M. Elkhatib

ATTEST:

[Signature]  
Susan J. Berry  
Assistant Secretary

DUNKIN' DONUTS INCORPORATED

By: [Signature]  
Robert Wiggins  
General Manager

### ACKNOWLEDGEMENT OF DUNKIN' DONUTS INCORPORATED

STATE OF MASSACHUSETTS )  
COUNTY OF NORFOLK ) ss

On this 17th day of OCTOBER, 1974 before me came ROBERT WIGGINS to me personally known, who, being duly sworn, did depose and say that he is the GENERAL MANAGER of the corporation described in and executed the foregoing instrument, that he signed his name thereto, affixed the seal of the corporation and delivered a copy of this instrument to the other party, all in accordance with authority granted to him by order of the Board of Directors of said corporation, before me.

[Signature]  
Notary Public - My commission expires:

GAIL R. SORRENTINO  
NOTARY PUBLIC  
My Commission Expires June 29, 2001

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## LANDLORD'S ACKNOWLEDGEMENT

STATE OF ILLINOIS }  
COUNTY OF COOK }...ss

[fill in appropriate sentence below]

### FOR A CORPORATION:

On this 26 day of September, 1994, before me came Paul Butera, to me personally known, who, being duly sworn, did depose and say that he is the officer of the corporation described in and executed the foregoing instrument, that he signed his name thereto and affixed the seal of the corporation and delivered a copy of this instrument to the other parties in accordance with the order of the Board of Directors of said corporation, before me,

### FOR AN INDIVIDUAL:

On this \_\_\_ day of \_\_\_\_\_, 19\_\_\_, before me came \_\_\_\_\_, to me personally known, who, being duly sworn, did depose and say that he is the individual described in and who executed the foregoing instrument and acknowledged to him that he executed the same, before me,

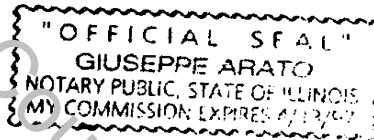
### FOR A PARTNERSHIP:

On this \_\_\_ day of \_\_\_\_\_, 19\_\_\_, before me came \_\_\_\_\_, to me personally known and known as and to be a partner of the \_\_\_\_\_ partnership and the identical person described in and party to and who executed in said partnership's name the foregoing instrument, and produced the same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and he duly acknowledged to me that he signed, sealed and delivered the same in said partnership's name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained and set forth, before me

### FOR A TRUST:

On this \_\_\_ day of \_\_\_\_\_, 19\_\_\_, before me came \_\_\_\_\_, to me personally known, who, being duly sworn, did depose and say that he is the Trustee of the Trust described in and executed the foregoing instrument, that he signed his name thereto and delivered a copy of this instrument to the other parties in accordance with authority granted to him/her by the Trust Instrument of said Trust, before me,

Giuseppe Arato  
Notary Public - My commission expires:



## TENANT'S ACKNOWLEDGEMENT

STATE OF ILLINOIS }  
COUNTY OF COOK }...ss

[fill in appropriate sentence below]

### FOR A CORPORATION:

On this \_\_\_ day of \_\_\_\_\_, 19\_\_\_, before me came \_\_\_\_\_, to me personally known, who, being duly sworn, did depose and say that he is the officer of the corporation described in and executed the foregoing instrument, that he signed his name thereto and affixed the seal of the corporation and delivered a copy of this instrument to the other party in accordance with the order of the Board of Directors of said corporation, before me,

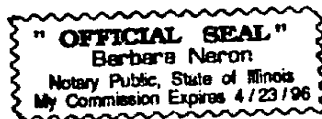
### FOR AN INDIVIDUAL:

On this 26 day of Sept, 19\_\_\_, before me came Wahid Echhat, to me personally known, who, being duly sworn, did depose and say that he is the individual described in and who executed the foregoing instrument and acknowledged to him that he executed the same, before me,

### FOR A PARTNERSHIP:

On this \_\_\_ day of \_\_\_\_\_, 19\_\_\_, before me came \_\_\_\_\_, to me personally known and known as and to be a partner of the \_\_\_\_\_ partnership and the identical person described in and party to and who executed in said partnership's name the foregoing instrument, and produced the same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and he duly acknowledged to me that he signed, sealed and delivered the same in said partnership's name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained and set forth, before me

Barbara Neron  
Notary Public - My commission expires:



This instrument was prepared by Barbara Neron, Esq., of 14 Pacella Park Drive, Randolph, Massachusetts 02368

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## SHOPPING CENTER LEASE

THIS SHOPPING CENTER LEASE (this "Lease") is made as of this 20<sup>th</sup> day of June, 1994 (the "Original Lease Date") by and between Joe & Paul, Inc. ("Landlord") and Walid M. Elkhatib d/b/a Dunkin' Donuts ("Tenant").

### R E C I T A L S

Tenant desires to lease from Landlord and Landlord desires to lease to Tenant the certain premises to be constructed and located in the furthest westerly space of the development directly west of the Ace Hardware store located at 5525 West St. Charles Road, which premises shall have an approximate width of 19.5 feet and length of 53 feet containing a rentable area of approximately 1033.5 square feet and be commonly known as \_\_\_\_\_ West St. Charles Road, Berkeley, Illinois (the "Premises") located in that certain shopping center commonly known as Butera Shopping Center - Berkley (the "Shopping Center"). "Rentable Area" as used herein shall be computed by measuring to the center line of all party walls and to the exterior faces of all other walls. Landlord agrees and understands that the Rentable Area of the Premises will contain square footage in excess of the 1000 square feet leased hereunder. With knowledge of same, Landlord agrees that all rent and CAM charges will be based upon 1000 square feet. Landlord will bear responsibility for any costs associated with the excess space constructed hereunder and not charged to Tenant.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

### ARTICLE 1

#### LEASED PREMISES

Leased Premises. In consideration of the mutual covenants and agreements herein contained, Landlord hereby lets and leases the Premises to Tenant, and Tenant hereby accepts and leases the Premises from Landlord.

### ARTICLE 2

#### TERM

Section 2.1 Original Term. The term of this Lease shall be for five (5) years commencing upon the date Landlord delivers possession of the Premises to tenant ("Commencement Date") and shall continue for sixty (60) consecutive months (the "Original Term"), unless extended or sooner terminated as hereinafter provided.

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Section 14.13 Recording. The parties agree that neither this document nor any memorandum thereof shall be recorded.

Section 14.14 Execution. This Lease may be executed by the parties hereto in counterparts with each such counterpart being attached hereto.

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

TENANT: WALID M. ELKHATIB

LANDLORD: JOE & PAUL, INC.

Walid M. Elkhatis

By Paul Blum  
Its president

Attest:

By [Signature]  
Its secretary

SCHEDULE A (CONTINUED)

POLICY NO.: 1401 007417782 D2

5. THE LAND REFERRED TO IN THIS POLICY IS IN THE STATE OF ILLINOIS, COUNTY OF COOK AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 4 (EXCEPT THE EAST 100 FEET THEREOF) IN BLOCK 1 IN WOLF ROAD HIGHLANDS IN ROBERTSON AND YOUNG'S SUBDIVISION IN SECTION 7, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

LOT 5 (EXCEPT THE HIGHWAY) AND THE EAST 20 FEET OF LOT 6 IN BLOCK 1 IN WOLF ROAD HIGHLANDS IN ROBERTSON AND YOUNG'S SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 12, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER OF ST. CHARLES ROAD (EXCEPT THE NORTH 183 FEET ON THE WEST LINE BY 174 FEET ON THE EAST LINE OF THE WEST 234.7 FEET) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1, 2, 3 AND 4 IN THE SUBDIVISION OF THE WEST 100 FEET OF LOT 6 (EXCEPT THE NORTH 17 FEET THEREOF) IN BLOCK 1 IN WOLF ROAD HIGHLANDS IN ROBERTSON AND YOUNG'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

VACATED 16 FOOT ALLEY LYING SOUTH OF AND ADJOINING LOTS 1 AND 2 AND NORTH OF AND ADJOINING LOTS 3 AND 4 AND VACATED 33 FOOT STREET LYING SOUTH OF AND ADJOINING LOTS 3 AND 4 IN THE SUBDIVISION OF THE WEST 100 FEET OF LOT 6 IN BLOCK 1 IN WOLF ROAD HIGHLANDS IN ROBERTSON AND YOUNG'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

LOT 7 (EXCEPT THE NORTH 17 FEET THEREOF) AND THE WEST 175 FEET OF LOT 6 (EXCEPT THE WEST 100 FEET AND EXCEPT THE NORTH 17 FEET THEREOF) IN BLOCK 1 IN WOLF ROAD HIGHLANDS IN ROBERTSON AND YOUNG'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.



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PAIK SOLENTINO  
LEGAL DEPT

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