

UNOFFICIAL COPY



Doc#: 0631822055 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/14/2006 12:27 PM Pg: 1 of 5

MEMORANDUM OF LEASE

Memorandum of Lease executed at Chicago, Illinois the 25th day of October, 2006 by Des Plaines Donuts, Inc., an Illinois corporation (hereinafter referred to as the "Tenant").

WITNESSETH:

WHEREAS, the Tenant and Rand River LLC, an Illinois limited liability company have entered into a Lease dated September 6, 2006 (hereinafter referred to as the "Lease").

NOW, THEREFORE, the Tenant hereby records the following Memorandum of Lease.

THE LEASE PROVIDES IN CERTAIN RELEVANT PART AS FOLLOWS:

I. The Lease applies to the premises commonly described as 1584 Rand Road, Unit A, Des Plaines, Illinois as more particularly described as follows (hereinafter referred to as the "Premises"):

10/25/06 fj

RECORDED
INDEXED
10/25/06

UNOFFICIAL COPY

LOTS 6, 7, 8 AND 9 AND LOTS 10, 11 AND 12 (EXCEPT THE SOUTHERLY 17 FEET THEREOF) IN BLOCK 3 IN RIVER-RAND ROAD SUBDIVISION OF LOTS 1 TO 8 BOTH INCLUSIVE, IN BENNETT BLOCK 18 AND LOTS 1 TO 13 BOTH INCLUSIVE IN RAND BLOCK 19, IN PARK ADDITION TO DES PLAINES, BEING PART OF THE NORTH ½ OF SECTIONS 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

KNOWN AS: 1552-84 RAND ROAD, DES PLAINES, ILLINOIS

PERMANENT INDEX NUMBERS:

LOT 9	09-16-104-001-0000
LOT 8	09-16-104-002-0000
LOT 7	09-16-104-003-0000
LOT 6	09-16-104-004-0000
LOT 10	09-16-104-012-0000
LOT 11	09-16-104-013-0000
LOT 12	09-16-104-014-0000

2. The term of the Lease is for ten (10) years, commencing on the earlier of the commencement of the Tenant's business, to wit: a Dunkin' Donuts/Baskin Robbins Restaurant, or 120 days following the Tenant obtaining possession of the Premises.

3. The Lease grants the Tenant the right and option to extend the term of the Lease for two (2) consecutive five (5) year option terms, the first option term commencing upon the expiration of the initial ten (10) year term, and the second option term commencing upon the expiration of the first five (5) year option term.

UNOFFICIAL COPY

4. The Lease grants the Tenant the "right of first refusal" to purchase the Shopping Center within which the Premises are located (the "Shopping Center").

5. The Lease grants the Tenant the right to withhold rent in satisfaction of any damages, costs, and expenses incurred by the Tenant as a result of any Landlord default.

6. The Lease grants the Tenant the following exclusive rights:

Continuously during the term hereof and all extensions thereto, the Landlord shall not permit to be operated within the Shopping Center, or upon any outlot of the Shopping Center, or upon real property contiguous thereto (if the Landlord or any party affiliated with the Landlord has any interest in any such real property contiguous thereto), any restaurant or food service business which primarily sells any one or more of the following Prohibited Items (such restaurant or food service business being hereinafter referred to as Prohibited Business): donuts, sweet rolls, bagels, muffins, munchkins, coffee, breakfast sandwiches, ice cream, sherbet, yogurt, sorbet, only. A Prohibited Business shall be a restaurant or food service business whose aggregate annual gross sales or reasonably anticipated aggregate annual gross sales (net of sales tax only) shall be comprised of more than ten percent (10%) of the sales of any Prohibited Item. If the foregoing restriction shall be legally unenforceable and if the Landlord shall permit a Prohibited Business to operate within the aforesaid restricted area, the Tenant's aggregate rent and all other charges pursuant to this Lease shall be reduced to, and the Tenant shall not be required to pay anything in excess of, One Hundred and No/100 Dollars (\$100.00) per month during any period that such Prohibited Business shall be in operation. In addition thereto, Tenant, at Tenant's sole and unlimited discretion, shall be and is hereby granted the right and option to terminate this Lease upon written notice to Landlord during any period that such Prohibited Business shall be in operation.

7. The Lease may not be orally amended.

UNOFFICIAL COPY

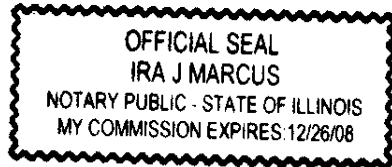
IN WITNESS WHEREOF, the Tenant has executed this Memorandum of Lease on the day and year first above written.

Des Plaines Donuts, Inc., an Illinois corporation

By: Karim Khoja
Karim Khoja, President

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 25th day of October, 2006, before me personally came Karim Khoja, to me known, who by me being duly sworn, did depose and say that he executed the aforesaid Memorandum of Lease on behalf of Des Plaines Donuts, Inc. and that he had the authority to sign the same and that he acknowledged to me that he executed the same.



Ira J. Marcus
Notary Public

For information pertaining to this matter please contact

Mr. Ira J. Marcus
Marcus, Perres & Boxerman, LLP
19 South LaSalle Street
Suite 1500
Chicago, Illinois 60603

This instrument prepared by and please record and return to:

Mr. Ira J. Marcus

UNOFFICIAL COPY

Marcus, Perres & Boxerman, LLP
19 South LaSalle Street
Suite 1500
Chicago, Illinois 60603

Property of Cook County Clerk's Office

