

When recorded return to:

DUNKIN' DONUTS  
P.O. Box 317  
Randolph, MA 02368  
Attn: Linda Morris

BOX 334

For use where Franchisee leases from third party lessor.

DUNKIN' DONUTS OF AMERICA, INC.

LEASE OPTION AGREEMENT

86482821

AGREEMENT made this 24th day of February, 1986, by and between Dr. Hassan J. Shakir and Azhida Shakir, his wife, beneficiaries under Trust #74-1352 with Matteson-Richton Bank corporation with principal offices at 4027 Richmond Ct., Matteson, Illinois 60443 (hereinafter referred to as "Lessor"); SHAHAB A. MEHKRI and DR. HASSAN J. SHAKIR of 4221 West 216th Street, Matteson, Illinois 60443 corporation with principal offices at \_\_\_\_\_ (hereinafter referred to as "Lessee"); and DUNKIN' DONUTS OF AMERICA, INC., a Massachusetts corporation with principal offices at 5 Pacella Park Drive, P.O. Box 317, Randolph, Massachusetts 02368 (hereinafter referred to as "Dunkin'").

on Sauk Trail, 155 East of Governor's Highway, Richton Park, Illinois 60471

RECITALS

Lessor has agreed to lease to Lessee premises located at \_\_\_\_\_ for use by Lessee as a DUNKIN' DONUTS SHOP under a Franchise Agreement between Dunkin', as franchisor, and Lessee, as franchisee. A copy of the Lease dated February 24, 1986 between Lessor and Lessee (the "Lease") is attached hereto as Exhibit A. This Lease Option 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 Lessee. It is intended to provide Dunkin' with the opportunity to preserve the premises as a DUNKIN' DONUTS SHOP, should the Lease or the Franchise Agreement be terminated, and to assure Lessor that if Dunkin' exercises the option herein contained, any defaults of Lessee under the Lease will be cured by Dunkin' before it takes possession of the premises.

86482821

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL CONVENANTS HEREIN CONTAINED, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, IT IS AGREED AS FOLLOWS:

1. Lessor shall mail to Dunkin' copies of all notices of default it gives to Lessee concurrently with giving such notices to Lessee. If Lessee fails to cure any defaults within the period specified in the Lease, Lessor shall give Dunkin' immediate written notice of that fact and Lessor shall thereupon offer to Dunkin' (and Dunkin' shall have) the right to accept either an assignment of the Lease or a new lease containing the same terms and conditions as the Lease, whichever Dunkin' elects. If Dunkin' elects to continue the use of the premises as a DUNKIN' DONUTS SHOP, under an assignment of the Lease or a new lease, it shall so notify Lessor in writing within thirty (30) days after it has received written notice from Lessor specifying the defaults Lessee has failed to cure within the period specified in the Lease. Upon receipt of such notice from Dunkin', Lessor shall promptly execute and deliver to Dunkin' an assignment of the Lease or a new lease, whichever Dunkin' requests, and shall deliver to Dunkin' possession of the premises, free and clear of any rights of Lessee or any third party. Dunkin', before taking possession of the premises, shall promptly cure the defaults specified by Lessor in its notice to Dunkin' and shall execute and deliver to Lessor its acceptance of the assignment of Lease or of the new lease, as the case may be.

Default of Lessee under Lease

2. If the Franchise Agreement between Dunkin' and Lessee is terminated for any reason during the term of the Lease or any extension thereof, Lessee, upon the written request of Dunkin', shall assign to Dunkin' all of its right, title and interest in and to the Lease. If Dunkin' elects to accept the assignment of the Lease from Lessee, it shall give Lessee and Lessor written notice of its election to acquire the leasehold interest. Lessor hereby consents to the assignment of the Lease from Lessee to Dunkin', subject to Lessee's and/or Dunkin's curing any defaults of Lessee under the Lease before Dunkin' takes possession of the premises. Alternatively, in the event of termination of the Franchise Agreement, Dunkin' may elect to enter into a new lease with Lessor containing the same terms and conditions as the Lease. Upon Lessor's receipt of written notice from Dunkin' advising Lessor that Dunkin' elects to enter into a new lease, Lessor shall execute and deliver such new lease to Dunkin' for its acceptance. Lessor and Lessee shall deliver possession of the premises to Dunkin', free and clear of all rights of Lessee or third parties, subject to Dunkin's curing any defaults of Lessee, under the Lease and executing an acceptance of the assignment of Lease or the new lease, as the case may be.

Termination of Franchise Agreement

3. Lessee hereby designates Lessor and Dunkin' as its agents 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 Lessee's rights thereunder in the event of Lessee's failure to timely cure defaults under the Lease or of termination of the Franchise Agreement. Lessor and Lessee agree not to amend the Lease except with the prior written consent of Dunkin'. Lessee further agrees to peaceably and promptly vacate the premises and to remove its personal property therefrom at the written request of Lessor or Dunkin' upon Lessee's failure to timely cure defaults under the Lease or upon the termination of the Franchise Agreement, for any reason. Any property not so removed by Lessee within ten (10) days following receipt of such written notice shall be deemed abandoned by Lessee. Dunkin' shall not be required to cure defaults and/or to begin paying rent until delivery to it of possession of the premises, free and clear of any of Lessee's rights or rights of third parties. If it becomes necessary for Lessor to pursue legal action to evict Lessee in order to deliver possession of the premises to Dunkin', Dunkin' shall, at the written request of Lessor, pay into escrow amounts necessary to cure the defaults, pending delivery of the premises to Dunkin'. If Lessor is unable to deliver the premises to Dunkin' within (6) months from the date Dunkin' notifies Lessor of its election to continue the use of the premises as a DUNKIN' DONUTS SHOP, Dunkin' shall have the right at any time thereafter to withdraw its election to acquire a leasehold interest in the premises whereupon all amounts deposited by Dunkin' in escrow, together with interest earned thereon, shall be returned forthwith to Dunkin'. Lessee shall remain liable for all of its obligations under the Lease

General Provisions



86482821

notwithstanding the assignment thereof to Dunkin' or the execution of a new lease between Dunkin' and the Lessor and Dunkin' shall be entitled to recover from Lessee all amounts it has paid to Lessor to cure Lessee's defaults under the Lease. Dunkin' may assign without recourse its rights under this Lease Option Agreement or its rights under the assignment of lease or the new lease without the consent of the Lessor or may sublet the premises or any part thereof without the consent of the Lessor; provided, however, that in the case of an assignment, the assignee shall execute and deliver to Lessor an assumption agreement by which assignee agrees to assume the Lease or new lease and to observe the terms and conditions and agreements on the part of Lessee to be performed under the Lease or new lease, as the case may be. All notices hereunder shall be by certified mail to the addresses herein described or to such other addresses as the parties hereto may, by written notice, instruct that notices be given.

4. If the Lease is terminated or the Franchise Agreement is terminated and Dunkin' does not elect to continue the location as a DUNKIN' DONUTS SHOP, Lessee agrees to de-identify the premises as a DUNKIN' DONUTS SHOP and to promptly remove signs, decor and other items which 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 Lessor or Lessee fail to effect such de-identification within ten (10) days after the termination of the Franchise Agreement or Lease and may bill Lessor and/or Lessee for its reasonable costs and expenses in effecting de-identification.

5. 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. 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.

Remedies and Additional Provisions

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNDER CAUSED THIS LEASE OPTION AGREEMENT TO BE EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN.

Jameela Mehta  
Witness

Zahida Shakir  
Zahida Shakir

Zahida Shakir  
Witness

H. J. Shakir (LESSOR) 2-24-86  
Dr. Hassan J. Shakir (LESSOR)

H. J. Shakir  
Witness

H. J. Shakir (LESSEE)  
Dr. Hassan J. Shakir (LESSEE)  
Shahab A. Mehta (LESSEE) 2-24-86  
Shahab A. Mehta (LESSEE)

ATTEST:  
Gilbert Rosenberg  
Gilbert Rosenberg  
Secretary

DUNKIN' DONUTS OF AMERICA, INC.  
BY: John D. Shafer, Jr.  
John D. Shafer, Jr.  
Senior Vice President

ATTEST:  
Ruth N. Stege  
RUTH N. STEGE, Vice President

MATTESON-RICHTON BANK  
BY: Earl H. Nagel II  
EARL H. NAGEL II, Trust Officer

This instrument was prepared by:

Robert K. Sawyer, Jr., Esq.





# UNOFFICIAL COPY

## LEASE OF LAND AND BUILDING

February 24th, 1986

**Parties and Premises**

1. DR. HASSAN J. SHAKIR  
 of 4027 Richmond Ct., Matteson Illinois 60443  
(Street) (City or Town) (State) (Zip Code)  
 a \_\_\_\_\_ corporation with its principal office in \_\_\_\_\_  
(City or Town) (State)  
 (the "LESSOR") leases to SHAHAB A. MEHKRI AND DR. HASSAN J. SHAKIR  
 a \_\_\_\_\_ corporation with its principal office in Randolph, Massachusetts (the "LESSEE"),  
 the land located at Sauk Trail & Governors in Richton Park, Illinois 60471  
(Street) Hwy (City or Town) (State)

with the building and improvements to be erected thereon according to the plot plan and Dunkin' Donuts plans and specifications, now or hereafter signed by the parties and attached to this lease as Exhibit A (the "Plans"). The legal description of the property is set forth in Exhibit B attached hereto. All of the foregoing is hereafter referred to as the "Premises".

**Term and Extensions**

2. (a) This Lease is for an initial term of twenty (20) years commencing on the earlier of (i) the first date the Dunkin' Donuts Shop to be constructed on the PREMISES by the LESSOR is open to serve the general public, or (ii) twenty-one (21) days after substantial completion (as defined in Paragraph 4(a) hereof) and written notice thereof by the LESSOR to the LESSEE and receipt by the LESSEE of a certificate of occupancy, if any, as may be required by a public authority having jurisdiction over the PREMISES. Time is of the essence and LESSOR shall take all action necessary to substantially complete development by Oct. 1st/86, in accordance with the provision of Paragraph 4(b).

(b) The initial term of this Lease shall be extended upon the same terms and conditions and at the same rent for two additional successive terms of ten (10) years each unless the LESSEE shall give the LESSOR written notice at least six (6) months prior to the expiration of the initial or extended term, as the case may be, of the LESSEE'S election to terminate.

**Rent and Taxes**

3. (a) The LESSEE agrees to pay a yearly rental of \_\_\_\_\_ Dollars (\_\_\_\_\_) in equal monthly installments of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), commencing at the beginning of the initial term, and thereafter in advance on the first day of each month. All rental payments are to be made to the LESSOR at the address set forth in Paragraph 1 above or such other place as the LESSOR may direct in writing by certified mail. For fractions of a calendar month at the beginning or the end of the term, rent shall be prorated based on a 30-day month.

(b) If the Cost as hereinafter defined exceeds TWO HUNDRED FIFTY THOUSAND Dollars (\$250,000.00) the LESSEE may at its option revise the Plans or obtain additional bids to reduce the Cost, such revisions and the obtaining of additional bids to be completed within a reasonable time. If the Cost shall still exceed the above amount, the LESSEE may terminate and this Lease will be void and neither party will have any recourse against the other. If the LESSEE does not so terminate it will pay as additional yearly rent an amount equal to Ten percent ( 10 %) of any excess over the above amount. If the Cost is less than the above amount, the yearly rent shall be reduced by an amount equal to Ten percent ( 10 %) of the difference. The term "Cost" as used herein shall mean the lowest bona fide bid from a responsible competitive bidder for the work to be performed to construct the building and other improvements on the PREMISES in accordance with the Plans, and such bid may be adjusted as a result of any changes in the Plans permitted by Paragraph 2(c) hereof or as a result of any negotiations between such bidder, the LESSEE, and the LESSOR, but Cost shall not include any amount in excess of \$5,000 in the aggregate for furnishing and installation of a septic tank and system, and construction of a leaching field, nor any other amount for site development including removal of existing structures and correction of subsoil conditions, all of which excess and other amount shall be paid for by the LESSOR. LESSOR shall furnish LESSEE information and documentation as LESSEE may reasonably request relating to the construction of the building and improvements. Such documentation includes but is not limited to true copies of all bids, construction contracts, change orders, and requisitions for payment. See page (6) for additional Rent.

In addition to the rental hereinabove reserved, the LESSEE agrees to pay, before interest and penalties accrue, all general real estate taxes which are imposed on or become due and payable with respect to the PREMISES during the term. LESSEE shall have the right to pay such taxes directly to the taxing authority. Such taxes for the first and last years of the term shall be apportioned. The LESSEE may, at its own expense and in the name of either or both the LESSOR or the LESSEE, initiate and prosecute proceedings for an abatement of any tax and the LESSOR agrees to cooperate with the LESSEE in any such proceedings.

(c) This lease is contingent upon site approved for development as a Dunkin' Donut shop by Dunkin' Donut of America and the approval of the LESSEE'S as franchisee'S.

86482821

BTS-BP 7/80





# UNOFFICIAL COPY

## Construction of Premises

4. (a) The LESSEE shall promptly obtain such reasonable assurances that all permits, licenses and approvals can be obtained from public authorities (other than building permits and zoning and planning board approvals which shall be the responsibility of the LESSOR), which are necessary or deemed by the LESSEE advisable to operate the proposed business on the PREMISES seven (7) days per week, 24 hours per day. In the event the LESSEE or the LESSOR cannot obtain such assurances, permits or approvals by July 1st, 1986, the LESSEE may, at its option, terminate this Lease. The LESSOR, at its expense, shall promptly obtain all building permits and zoning and planning board approvals required to so operate such a business on the PREMISES. The LESSOR at its expense shall promptly obtain competitive bids for construction of the building and other improvements on the PREMISES in accordance with the Plans. If the LESSEE does not terminate as provided above, the LESSOR shall, upon not less than 10 days' prior written notice to the LESSEE, execute construction contracts with a general contractor and/or subcontractors for development of the PREMISES in accordance with the Plans. The construction contracts shall be on the AIA form specified in the Plans and the LESSOR shall furnish executed copies to the LESSEE. All bids shall be prepared and submitted in accordance with the form which is provided. The construction contracts shall provide for a 10% holdback until completion of the development including insubstantial items. Development of the PREMISES shall be substantially completed when all items needed for LESSEE's normal operations are complete. Within 60 days after the date of substantial completion the LESSEE shall furnish to the LESSOR a punch list of items which are incomplete or not in compliance with the Plans, which shall be completed or corrected by the LESSOR within 30 days after receipt. If the LESSOR fails to do so within said period, the LESSEE may complete or correct such items and deduct the cost thereof from rental payments.

(b) The LESSOR, at its own expense, shall promptly begin and, unless excused by excusable delay, complete with reasonable dispatch and in any event no later than Oct. 1st, 1986, development of the PREMISES and improvements in accordance with the Plans. If the LESSOR fails to complete such development of the PREMISES by such date and is not excused from such completion under the provisions of this Paragraph, the LESSOR shall pay to the LESSEE the sum of None Dollars (\$       ) per day as liquidated and ascertained damages for every day beyond said date such development of the PREMISES shall remain uncompleted. In the event the LESSOR fails to pay said sum within 111 days after written notice, LESSEE shall have the right to credit against rent payments as they become due and payable, the amount of such liquidated damages. In the event the work is not proceeding within the schedule set forth and the building is not ready to open by Oct. 1st, 1986, LESSEE may give written instructions to the contractor to perform such overtime and additional work as may be necessary to complete construction and development at the earliest practical date. All additional costs and expenses associated with such additional work shall be borne by LESSOR and shall not be deemed part of the "COST". Any amounts paid by LESSEE through the contractor in such circumstances may be deducted from the rent as it becomes due and payable hereunder. If the LESSOR completes such development of the PREMISES prior to the aforesaid date, the LESSEE will pay to the LESSOR the sum of None Dollars (\$       ) for each day prior to said date such development shall have been completed. The LESSOR warrants that all utilities are or will be made available for connection inside the PREMISES. "Excusable delay" as used in this paragraph means delay caused by fire, the elements, casualties, labor troubles or any other cause beyond the control of the LESSOR, its contractor or subcontractors.

(c) All work shall be performed in a good and workmanlike manner and in conformity with all applicable laws, rules, regulations, codes and requirements of governmental authorities, requirements of insurers of the building, restrictions, easements, reservations and exceptions. The LESSOR at its own expense (and without any increase in the rental hereunder) shall make variations in the Plans to conform to the foregoing but no variations materially affecting the character, location, design, appearance, size, lighting or contemplated use of the PREMISES shall be made without the written consent of the LESSEE. The LESSEE by written notice to the LESSOR may make any changes in the Plans, and shall pay, as provided in Paragraph 3(b), any additional costs caused thereby. Any such changes which increase total cost by more than \$750 must be authorized in writing by the Director of Construction of Lessee.

(d) The LESSOR, at its own expense, shall make promptly all repairs, replacements and restorations resulting from any defect or improper workmanship or materials or equipment furnished by the LESSOR of which it shall receive notice within one year after commencement of the term. If the LESSOR fails to do so within thirty (30) days after receipt of notice, the LESSEE may do so and deduct the cost thereof from rental payments.

(e) Prior to the commencement of the term, the LESSEE may erect temporary or permanent signs and install fixtures and other installations on the PREMISES but shall not unreasonably interfere with the LESSOR. The LESSOR shall not be liable for any such fixtures or equipment or work done by the LESSEE, and the LESSEE will employ only such labor as will not cause any conflict with any labor organization representing trades performing work for the LESSOR, its contractors or subcontractors. The LESSEE will, prior to commencing such work, cause the LESSOR to be insured from the date of the LESSEE'S entry upon the PREMISES with liability insurance coverage elsewhere herein provided to be carried by the LESSEE during the term hereof, and will adequately satisfy the LESSOR that all workmen of the LESSEE and any of its contractors and subcontractors are properly covered by Workmen's Compensation Insurance.

(f) Any assistance which LESSEE at its discretion may provide LESSOR in selecting, negotiating with or otherwise dealing with contractors or subcontractors or inspecting the PREMISES during construction shall impose no liability or obligation on LESSEE and shall not diminish LESSOR'S liabilities or obligations herein.

## Purpose and Use

5. The LESSEE intends to use the PREMISES for the operation of a Dunkin' Donuts Shop and for the manufacture and sale, on or off the PREMISES, at wholesale or retail, of the following articles: donuts, pies, pastry, bakery products, coffee, food items and other products and merchandise from time to time sold in restaurants and/or Dunkin' Donuts shops. The LESSEE may at its election use the PREMISES for any other lawful business purpose.

## Lessor's Covenants

6. During the term of this Lease and any extension thereof, the LESSOR shall (a) not permit any part of any land owned or controlled by it within a radius of one (1) mile of the PREMISES to be leased or used for the manufacture or sale at wholesale or retail of donuts, pies, pastry or bakery products, except that the sale of donuts, pies, pastry and bakery products at retail, if not manufactured on the PREMISES, may be made in connection with the operation of supermarkets, restaurants, diners, luncheonettes and soda fountains; (b) not permit any improvements to be erected on such land of the LESSOR which will materially interfere with the LESSEE'S curb cuts and access ways or with the visibility of the LESSEE'S shop and signs to approaching automobile traffic traveling on adjoining highways or streets; (c) provide the LESSEE with warranties as specified in the plans respecting the roof, heating and air-con-

86482821





# UNOFFICIAL COPY

ditioning equipment, all compressors to have at least a five (5) year manufacturer's warranty; (d) use reasonable diligence to enforce all enforceable warranties and guarantees of work or materials called for in the Plans; (e) maintain in good order and repair all parking areas, service areas and passways, to which the LESSOR has not given the LESSEE exclusive possession; (f) make all structural repairs and replacements including but not limited to foundations, roofs, beams and walls, said repairs and replacements to be made within 30 days after notice by the LESSEE unless the same cannot reasonably be made within such time, in which case the LESSOR shall commence the same promptly after notice and diligently continue the same to completion (the LESSEE may make any such repairs and replacements not made by the LESSOR within such time or with such prompt diligence and deduct the cost thereof from future rental payments); (g) upon substantial completion of the development on the PREMISES, pay to the LESSEE the sum of One Thousand Dollars (\$1,000.00) to help defray the cost of the Plans, which sum shall be included in the Cost under paragraph 3(b) hereof; and (h) to execute such documents as LESSEE may request to enable LESSEE to claim the Investment Tax Credit under Section 48(d) of the Internal Revenue Code of 1954, with respect to new Section 38 Property.

## Lessor's Warranties

### 7. The LESSOR represents, warrants, covenants and agrees that:

(a) the LESSOR has good and marketable title in fee simple to the PREMISES free from any lien, charge, encumbrance, easement or restriction except as described in Exhibit B; and the LESSOR has full right and lawful authority to enter into this Lease. No lien, charge, encumbrance, easement or restriction will be placed or suffered to exist upon the PREMISES prior to the recording of this Lease or a memorandum or notice hereof except those described in Exhibit B;

(b) this Lease shall be subject and subordinate to any existing or future mortgages or deeds of trust on all or any part of the PREMISES if the mortgagee or trustee thereunder shall agree in writing with the LESSEE: (i) to furnish to the LESSEE and any assignee of all or any part of the LESSEE'S interest, of which such mortgagee or trustee has knowledge, all notices of default thereunder; (ii) not to disturb the LESSEE'S possession and quiet and peaceable enjoyment of the PREMISES so long as the LESSEE is not in default under this Lease; and (iii) that any purchaser at any foreclosure sale or the mortgagee or trustee upon entry, shall assume and perform the obligations of the LESSOR thereunder, including any obligations to the LESSEE and any such assignee of which such mortgagee or trustee has knowledge. The LESSOR shall promptly give the LESSEE and any such assignee notice of the creation of any such mortgage or deed of trust;

(c) prior to the expiration of 30 days from the date hereof, the LESSOR at its expense will obtain a leasehold title insurance policy (or rider to his existing policy) insuring the LESSEE'S leasehold estate in the amount of \$ 350,000.00, or where not obtainable, a certificate of an attorney or recognized title examiner, such policy and certificate to be from companies, attorneys or examiners and in such form (and amount) as are acceptable to the LESSEE; the title so insured or certified shall conform with the LESSOR'S representations herein; and

(d) during the term and any extension hereof, so long as the LESSEE is not in default under this Lease, the LESSEE shall have quiet and peaceable enjoyment of the PREMISES and will not be disturbed.

## Lessee's Covenants

### 8. The LESSEE agrees:

(a) To procure and maintain, or cause to be procured and maintained, at its expense, in the names of the LESSOR and LESSEE a policy or policies of general liability insurance against claims and damages in connection with the PREMISES in amounts of not less than \$300,000 with respect to injuries or death suffered by any one person and not less than \$500,000 with respect to injuries or death suffered in any one accident and in the amount of not less than \$25,000 with respect to damage to property;

(b) To keep the PREMISES in as good order, repair and condition as the same were in at the commencement of the term or may be put in thereafter, except for reasonable wear and use, damage resulting from fire or other casualty and damage resulting from default by the LESSOR;

(c) To keep the building insured against loss or damage by fire, with extended coverage, for its insurable value provided, however, that an 80% co-insurance clause will be permitted;

(d) To pay when due the rent and all charges for water, gas, electricity and other utilities furnished to the PREMISES;

(e) To comply promptly with all applicable laws, rules, regulations, ordinances, requirements and orders of public authorities, Boards of Fire Underwriters and similar organizations except so far as the LESSOR is responsible for compliance therewith under the provisions of this Lease;

(f) Not to overload or deface the PREMISES;

(g) To save the LESSOR harmless and indemnified from and against any and all injury, loss, claim, damage, or liability due to the neglect of the LESSEE and not due to the neglect of the LESSOR, to any person or property while on the PREMISES; and

(h) At the termination of this Lease, to remove its goods and effects and to peaceably yield up the PREMISES in as good order, repair and condition as the same may have been in at the commencement of the term or may be put in thereafter, except for reasonable wear and use and damage resulting from fire or other casualty and damage resulting from default by the LESSOR. At or prior to the expiration of the term, or for thirty (30) days after the sooner termination thereof, the LESSEE shall have the right to remove all fixtures, signs and equipment installed by it or on its behalf and shall also have the right to remove or change any particular features of the PREMISES which may be distinctive of a Dunkin' Donuts Shop, irrespective of the degree or character of annexation to the realty (all fixtures, signs and equipment being deemed at all times to be personal property), provided that any damage caused by any such removals or changes shall be repaired forthwith by the LESSEE at its expense.

86482821



~~UNOFFICIAL COPY~~

**Lessors' Penalty on Termination**

~~9. The LESSEE shall have the right at any time to terminate this Lease by paying the LESSOR Dollars (\$ ) reduced by 10 percent (10%) for each year that this Lease has been in full force and effect. In no event shall the payment under this paragraph be less than the sum of One Thousand Dollars (\$1,000.00). Upon any such termination this Lease shall terminate as though the termination date were the date originally fixed at the end of the term.~~

**Lessee's Rights of Assignment and Sublease**

~~10. Without the consent of the LESSOR, the LESSEE shall have the right from time to time to do any one or more of the following: (i) assign its interests hereunder, (ii) assign this Lease, and (iii) sublease the PREMISES or any part thereof; provided, however, that in all such instances, the LESSEE shall remain liable for the payment of all rent required to be paid hereunder and for the performance of all terms, covenants and conditions herein undertaken by the LESSEE.~~

**Lessee's Right of First Refusal and Option to Purchase**

~~11. (a) The LESSOR grants the LESSEE a right of first refusal to purchase the PREMISES at the same price and upon the same terms, provisions and conditions as shall be contained in any written bona fide offer for the purchase thereof which the LESSOR shall at any time during the term of this Lease, or any extension thereof, be ready and willing to accept. The LESSOR shall give the LESSEE written notice of all of the terms, provisions and conditions contained in any such bona fide offer and a true copy thereof, if LESSEE so requests, and the LESSEE shall have twenty (20) days from and after the receipt of such notice in which to exercise such right. If the LESSEE fails to exercise such right within said 20-day period, the LESSOR may sell the LESSOR's interest in the PREMISES upon the terms of said offer, but if the LESSOR does not do so within one year after termination of said 20-day period, the LESSOR shall not thereafter sell the PREMISES without again first offering the PREMISES to the LESSEE pursuant to this Paragraph 11.~~

~~(b) LESSEE shall have the right and option to purchase the demised premises, and all improvements erected thereon, for the purchase price of Dollars (\$ ), provided such option is exercised during the initial or extended term of this lease by written notice to the LESSOR. LESSEE shall pay per cent ( %) of the purchase price in cash upon the exercise of the option. LESSOR shall within thirty (30) days of exercise of said option deliver to the LESSEE a deed for said property conveying a good, clear and marketable title, free and clear of all encumbrances. If there is any lien or encumbrance of record against the demised premises, LESSEE may elect to take the demised premises subject to any such lien or encumbrance and the amounts thereof, together with any interest or penalties accrued thereon or to accrue to the date of delivery of deed, shall be deducted from the purchase price. Taxes, insurance, and any other prepaid or accrued charge customarily prorated shall be prorated to the date of delivery of deed. If LESSOR's title is guaranteed by any title insurance company, LESSOR shall furnish LESSEE, at LESSOR's expense, with a title policy in an amount equal to the purchase price, showing title in LESSEE (or persons claiming through LESSEE) subject only to the matters to which this sale is made subject or to acts of LESSEE or persons claiming through LESSEE.~~

**Other Duties of Parties**

~~12. (a) All insurance policies required to be carried by the LESSEE hereunder shall be written in the names of the LESSOR and the LESSEE as their respective interests may appear, with appropriate endorsements in favor of any other parties who may have an interest in the PREMISES, by responsible insurance companies authorized to write insurance in the state where the PREMISES are located, and shall contain provisions denying to the insurer subrogation rights against the LESSOR or the LESSEE. Each party shall be entitled to duplicates of certificates of the insurance policies and satisfactory evidence of prompt payments of premiums;~~

~~(b) each party doing any construction, maintenance or repair work shall pay for it and shall promptly discharge or bond any liens arising therefrom;~~

~~(c) upon request of either party, the other party shall execute, acknowledge and deliver an appropriate recordable instrument giving notice of this Lease; and~~

~~(d) if either party shall default in any of its obligations hereunder, the other party may at its option cure the default at the expense of the party in default. Any sums expended by the LESSOR under this paragraph shall be deemed to be additional rent for nonpayment of which the LESSOR shall have the same remedies as in the case of nonpayment of any other rent hereunder. Any sums expended by the LESSEE under this paragraph may be deducted from the rent hereunder.~~

**Alterations, Additions, Improvements, Equipment, Signs and Advertising Devices**

~~13. The LESSEE may erect, place, make, replace and remove in, on and from the PREMISES equipment, signs and advertising devices and other improvements, alterations and additions ("changes") as the LESSEE may from time to time desire. All fixtures, equipment, signs, advertising devices and other changes made or installed by the LESSEE shall not, under any circumstances, be considered as the property of the LESSOR and may be removed by LESSEE at any time during the term of this Lease. The LESSOR shall execute from time to time a waiver of its interest in any equipment, fixtures or signs installed by the LESSEE, its assigns or sublessees.~~

**Fire or Casualty**

~~14. (a) If the PREMISES or any part thereof shall be damaged by fire or casualty, the LESSOR shall proceed with reasonable dispatch to restore the PREMISES to substantially the same condition as prior to the damage, unless as provided below, the damage during the last five (5) years of the then current term exceeds sixty percent (60%) of the insurable value of the PREMISES. Pending restoration a just proportion of the rent hereunder shall be abated according to the nature and extent of the impairment of the conduct of the business of the shop.~~

~~(b) If, however, any such damage occurs during the last five (5) years of the then current term to the extent of more than sixty percent (60%) of the insurable value of the PREMISES, the LESSOR, by notice to the LESSEE within twenty (20) days after the occurrence of the damage may elect not to restore unless the LESSEE, within thirty (30) days after the receipt of the LESSOR'S notice, agrees in writing to extend the period of the then current term so that its expiration date shall be at the end of ten (10) years from the date of the occurrence of the damage. If the lease is not extended after such notice from the LESSOR (and if the LESSEE does not elect to do the restoration itself) then at the option of either party, to be exercised within sixty (60) days after the occurrence of the damage, this lease may be terminated by either party as though the date of termination were the date originally fixed as the end of the term.~~

86482821



# UNOFFICIAL COPY

Property of Cook County Clerk's Office

4088881

# UNOFFICIAL COPY

## Eminent Domain

15. In case the PREMISES or any part thereof shall be taken by the exercise of the right of eminent domain, then the LESSEE shall have the option to terminate this Lease if the taking is of such character as to prevent the LESSEE from conducting its business substantially as theretofore conducted, provided said election shall be made within seventy (70) days after the LESSEE'S receipt of notice of said taking. If the LESSEE shall not so elect to terminate, then in case of such taking, rendering the said PREMISES unfit for use and occupation, a just proportion of the rent according to the nature and extent of the taking or damage or destruction shall be abated until such PREMISES or what may remain thereof have been put by the LESSOR in the proper condition for use and occupation by the LESSEE. If this Lease shall not be so terminated and the LESSEE shall remain in occupation thereunder then there shall be a permanent reduction of rent according to the nature and extent of the deprivation of the LESSEE of the property as previously constituted. It is agreed that the interests of each party hereto in any condemnation award shall be dealt with according to law and that each party shall have the right to participate and represent his own interest in any such condemnation proceeding and that the LESSEE shall be compensated out of the amount of any recovery awarded for damages, including therein damages sustained to any of the LESSEE'S property on the PREMISES, the business conducted thereon, and relocation expenses.

## Provisions of Default

16. If the LESSEE defaults in any rent payment required by this Lease and such default continues for thirty (30) days after receipt of written notice thereof to the LESSEE, or if the LESSEE defaults in any of its other covenants herein contained and such default continues for sixty (60) days after receipt of written notice specifying such default to the LESSEE (or, if the default cannot reasonably be cured within said period, cure thereof has not begun), the LESSOR may, at its option, terminate this Lease and the LESSEE will remove its property as provided in Paragraph 8(h) hereof. Lessee shall, at its option, and without limiting such other rights and remedies as may be available to it, have the right to terminate this lease upon Lessor's default hereunder if such default continues for sixty (60) days after receipt of written notice specifying such default to the Lessor (or, if such default cannot reasonably be cured within that period, or cure thereof has not begun within such period).

## Notices

17. All notices hereunder by the LESSOR to the LESSEE shall be given by certified mail, addressed to the LESSEE at Post Office Box 317, Randolph, Massachusetts 02368, Attention: Manager - Lease Administration, or to such other address as the LESSEE may from time to time give by certified mail to the LESSOR for this purpose; all notices by the LESSEE to the LESSOR shall be given by certified mail addressed to the LESSOR at the address set forth in Paragraph 2 above or at such other address as the LESSOR may from time to time give by certified mail to the LESSEE for this purpose; all notices to any assignee or sublessee shall be given by certified mail addressed to said assignee or sublessee at the place specified in any notice of the creation of said assignment or sublease given to the LESSOR by notice hereunder.

## Waivers

18. One or more waivers of any covenant, condition or agreement herein contained shall not be construed as a waiver of a further breach of the same covenant, condition or agreement or of any other covenant, condition or agreement, and the consent or approval by one party to or any act by the other requiring the other's consent or approval shall not be deemed to waive or render unnecessary consent or approval to any subsequent similar act.

## Miscellaneous

19. (a) All covenants, agreements, conditions and undertakings contained in this Lease shall extend to and be binding upon the legal representatives, successors and assigns of the respective parties hereto.

(b) Nothing contained in this Lease shall render the LESSOR in any way a partner, joint venturer or associate with the LESSEE in the operation of the PREMISES or subject the LESSOR to any obligations, loss, charge or expense in connection with or arising from the operation of the PREMISES. Notice is hereby given to all whom it may concern of the foregoing. The captions in this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

Signed, sealed and delivered in the presence of:

(LESSOR)

Zahid S. Shahi  
Witness

H. J. Shakir  
HASSAN J. SHAKIR

.....  
Witness

By .....  
President

Attest: .....  
Secretary

Signed, sealed and delivered in the presence of:

(LESSEE)

A. A. Lemme  
Witness

Shahab A. Mehkri  
SHAHAB A. MEHKRI

Zahid S. Shahi  
Witness

By H. J. Shakir  
HASSAN J. SHAKIR

Attest: .....  
Secretary

86482821

# UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Attest: \_\_\_\_\_  
Clerk of Cook County, Illinois

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Property of Cook County Clerk's Office

RECORDED  
INDEXED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



UNOFFICIAL COPY

DESCRIPTION of the Property located at SAUK TRAIL & COYNE RD, RICHTON PARK, ILLINOIS (City or Town)

Illinois 60471 being the PREMISES in the LEASE dated OCT. 1st 19 86

made by and between HASSAN J. SHAKIR of 4027 Richmond Ct.

Matteson Illinois 60443 (City or Town) (State) (Zip Code)

corporation having its principal office in (City or Town) (State)

SHAHAB A. MEHKRI HASSAN J. SHAKIR (the "LESSOR") and

corporation having its principal office in Randolph, Massachusetts (the "LESSEE").

LEGAL DESCRIPTION INCLUDING MORTGAGES, EASEMENTS, CONDITIONS, LIMITATIONS AND RESTRICTIONS OF RECORD (IF ANY)

THE EAST 210 FEET OF THE WEST 410 FEET OF THE NORTH 400 FEET OF THAT PART LYING WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD, AND THE EAST 25 FEET OF LOT 1 OF LAHUCIK SUBDIVISION OF THE WEST 200 FEET OF THE NORTH 130 FEET OF LAHUCIK SUBDIVISION OF THE WEST 200 FEET OF THE NORTH 233 FEET OF THAT PART LYING WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD, ALL IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED AS DOCUMENT NUMBER 16762756, EXCEPT THAT PART TAKEN FOR HIGHWAY PURPOSES BY DOCUMENT NUMBER 24932800, IN COOK COUNTY, ILLINOIS. otherwise known as 3923-3941 Sauk Trail, Richton Park, Illinois

31-35-100-032 m/c

86482521 Property Clerk's Office

