

LEASE OPTION AGREEMENT

AGREEMENT made this 23rd day of January, 1992, by and between Amir Ali Khoja and Yasmeen A. Khoja, individuals residing at 8710 Gross Point Road, Skokie, IL 60077

referred to as "Lessor"); BROADWAY ST. DONUTS, INC. Illinois 6326-28 North Broadway, Chicago, Illinois 60660 (hereinafter referred to as "Lessee"); and DUNKIN' DONUTS INCORPORATED, a Delaware corporation with principal offices at 5 Pacolla Park Drive, P.O. Box 317, Randolph, Massachusetts 02368 (hereinafter referred to as "Dunkin'").

Under the terms of a lease agreement dated _____, 1992 (the "Lease") Lessor has agreed to lease to Lessee premises located at 6326-28 North Broadway, Chicago, Illinois 60660 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 memorandum of 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.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS 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 an assignment of the Lease. If Dunkin' elects to continue the use of the premises as a DUNKIN' DONUTS SHOP, under an assignment of the 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, 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.

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. 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.

3. If the Lease contains term renewal rights and the term is allowed to expire by Lessee without exercise of said rights, Lessor shall give written notice thereof to Dunkin' within three (3) days following expiration and Dunkin' shall have the right (but not the obligation) for an additional twenty (20) days following receipt of said notice to exercise said 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 Lessor in writing, whereupon Lessor shall promptly execute and deliver to Dunkin' an assignment of the Lease and shall deliver possession of the premises to Dunkin's free and clear of any rights of any third party.

4. 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 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 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 notwithstanding the assignment thereof to Dunkin' 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 its rights under this Lease Option Agreement in connection with a transfer of its rights as franchisor of the Dunkin' Donuts System, without the consent of the Lessor; Dunkin' may assign its rights under the lease at any time without the consent of the Lessor or may sublet the premises or any part thereof without the consent of the Lessor, provided that Dunkin' shall remain liable for the payment of rent and performance of all terms, covenants and conditions undertaken by the Lessee; Dunkin' may assign without recourse its rights under the Lease at any time, provided that Lessor shall approve the assignee in writing. Lessor shall not unreasonably withhold such approval of any assignee who meets all of Dunkin's then-current requirements for franchisees. 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 and to observe the terms and conditions and agreements on the part of Lessee to be performed under the Lease. Dunkin' or its assignee may only use the premises as permitted under the terms of the Lease. 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 the event Dunkin' shall elect to assume the Lessee's rights and obligations under the Lease, Dunkin' shall have the right, at any time after three (3) years as tenant, to terminate the Lease by giving Lessor at least one hundred twenty (120) days written notice. If Dunkin' shall exercise this right of termination, Dunkin', after removing its equipment, trade fixtures and signs, shall return the premises to Lessor, allowing to remain thereon all of the Lessee's or Dunkin's improvements to the premises.

RECITALS

Default of Lessee under Lease

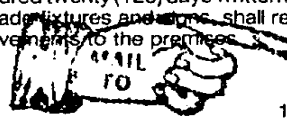
Termination of Franchise Agreement

Expiration of Lease

General Provisions

92051446

Handwritten notes and signatures on the left margin.



Stamp: BOX 334

Handwritten number: 3300

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LESSEE'S ACKNOWLEDGMENT ACKNOWLEDGMENT BY CORPORATION

STATE OF ILLINOIS COUNTY OF Cook SS.:

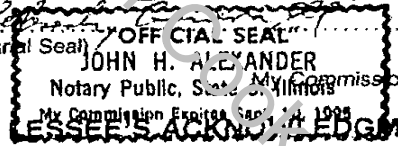
I hereby certify that on this 23 day of January 1992, in Chicago (place) in said County, before me John H. Alexander a Notary Public duly qualified in and for the County of Illinois State of Illinois

personally appeared Amir Ali Khoja (Name of Officer who signed), to me personally well known to be the identical person who signed the within and foregoing instrument of writing in his (her) own proper handwriting and well known to me to be and who acknowledged himself (herself) to be the President (Title of Officer) of Broadway St. Donuts, Inc. (Name of Corporation) the corporation which executed the same, and produced and

delivered the same before me, and who, being by me first duly sworn, did say that (s)he is such officer of the aforesaid corporation, the within named LESSEE; and being authorized so to do, executed the foregoing instrument; that (s)he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment;

that (s)he knows the contents of said instrument; that (s)he resides at; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its by-laws or by resolution of its Board of Directors, and said Amir Ali Khoja (person) acknowledged that (s)he executed said instrument as his (her) free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation in pursuance of said authority by him (her) in his (her) said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained and set forth, by signing the name of the corporation by himself (herself) as such officer.

Witness my hand and official seal the day and year in this certificate first above written.
..... NOTARY PUBLIC
Notary Public in and for County, State of Illinois
Residing at 1436 East 9th Street (Notarial Seal)



LESSEE'S ACKNOWLEDGMENT ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNER

STATE OF COUNTY OF SS.:

I, a Notary Public duly qualified in and for said County and State, do hereby certify that on this day of 19..... in (place) in said County, before me personally appeared

(For Individual)
to me personally well known as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained and set forth.

(For Partnership)
to me personally well known and known as and to be a member of the partnership of and the identical person described in and party to and who executed in said partnership name the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered 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 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.

Given under and witness my hand and official seal the day and year in this certificate first above written.

Given under and witness my hand and official seal the day and year in this certificate first above written.

..... NOTARY PUBLIC NOTARY PUBLIC
Notary Public in and for County, State of
Residing at (Notarial Seal)

My Commission expires

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5. If the Lease 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.

6. 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. At the request of Lessor or Lessee, 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 in the Agreement. 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.

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

Witness/Attest:

(LESSOR)

Witness

Amir Ali Khoja

Witness

Yasmeen A. Khoja

ATTEST:

BROADWAY ST. DONUTS, INC.

(LESSEE)

Yasmeen A. Khoja, Secretary

Amir Ali Khoja, President

(FRANCHISOR)

ATTEST:

DUNKIN' DONUTS INCORPORATED

BY:

Robert K. Sawyer, Jr.
Assistant Secretary

John D. Shafer, Jr.
Senior Vice President

FRANCHISOR'S ACKNOWLEDGMENT BY CORPORATION

COMMONWEALTH OF MASSACHUSETTS, COUNTY OF NORFOLK, SS.:

I hereby certify that on this 20th day of January, 1992, in Randolph in said County, before me Linda M. Morris, a Notary Public duly qualified in and for the County and, State hereinabove set forth, personally appeared John D. Shafer, Jr., to me personally well known to be the identical person who signed the within and foregoing instrument of writing in his (her) own proper handwriting and well known to me to be and who acknowledged himself (herself) to be the Senior Vice President of DUNKIN' DONUTS INCORPORATED the corporation which executed the same, and produced and delivered the same before me, and who, being by me first duly sworn, did say that (s)he is such officer of the aforesaid corporation, the within named LESSEE; and being authorized so to do, executed the foregoing instrument; that (s)he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment;

that (s)he knows the contents of said instrument; that (s)he resides at Duxbury, MA; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its by-laws or by resolution of its Board of Directors, and said John D. Shafer, Jr. (person) acknowledged that (s)he executed said instrument as his (her) free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation in pursuance of said authority by him (her) in his (her) said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained and set forth, by signing the name of the corporation by himself (herself) as such officer.

Witness my hand and official seal the day and year in this certificate first above written.

Linda M. Morris, NOTARY PUBLIC

Notary Public in and for the Commonwealth of Massachusetts residing in the County of Norfolk, Town of Randolph

My Commission expires 5/13/94

Remedies and Additional Provisions

92054746

92051493

My Commission expires

(Notarial Seal)

Residing at

Notary Public in and for County, State of

NOTARY PUBLIC

Witness my hand and official seal the day and year in this certificate first above written.

By resolution of its Board of Directors, and said person) acknowledged that (s)he executed said instrument as his (her) free, true and lawful act and deed and (s)he knows the contents of said instrument; that the seal of said corporation is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its by-laws and deed of said corporation in pursuance of said authority by him (her) in his (her) full capacity and

acknowledged that (s)he executed said instrument as his (her) free, true and lawful act and deed and (s)he knows the contents of said instrument; that the seal of said corporation is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its by-laws and deed of said corporation in pursuance of said authority by him (her) in his (her) full capacity and

delivered the same before me, and who, being by me first duly sworn, did say that (s)he is such officer of the aforesaid corporation, the within named LESSOR; and being authorized so to do, executed the foregoing instrument; that (s)he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment;

(Name of Corporation) the corporation which executed the same, and produced and delivered the same before me, and who, being by me first duly sworn, did say that (s)he is such officer of the aforesaid corporation, the within named LESSOR; and being authorized so to do, executed the foregoing instrument; that (s)he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment;

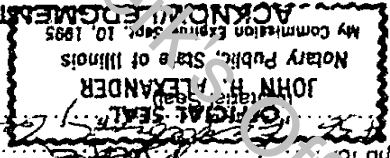
(Title of Officer) to me personally well known to be the identical person who signed the within and foregoing instrument or writing in his (her) own proper handwriting and well known to me to be and who acknowledged himself (herself) to be the

(Name of Officer who signed) to me personally well known to be the identical person who signed the within and foregoing instrument or writing in his (her) own proper handwriting and well known to me to be and who acknowledged himself (herself) to be the

County of State of a Notary Public duly qualified in and for the in said County, before me I hereby certify that on this day of 19

STATE OF COUNTY OF

ACKNOWLEDGMENT BY CORPORATION



My Commission expires

Residing at

Notary Public in and for County, State of

NOTARY PUBLIC

Given under and witness my hand and official seal the day and year in this certificate first above written.

to me personally well known as and to be the identical person named and described in and party to and who executed in his own, proper handwriting and whose name is subscribed to the within and foregoing instrument and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and contained and set forth. Given under and witness my hand and official seal the day and year in this certificate first above written.

(For Individual) in said County, before me personally appeared Mr. A. I. Khaja and Yasmee A. Khaja

certify that on this day of 19 92 in County, State of Illinois

STATE OF ILLINOIS COUNTY OF

LESSOR'S ACKNOWLEDGMENT ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNER

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PC

LEASE OF DUNKIN' DONUTS SHOP

Parties 1. This LEASE, dated January 23, 1992, is made by and between Amir Ali Khoja and Yasmeen A. Khoja, ~~XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX~~ (the "LESSOR"), and Broadway Donuts, Inc., ~~XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX~~ a Illinois corporation having its principal office in Cook County, Illinois (the "LESSEE").

Premises 2. The LESSOR hereby leases to the LESSEE and the LESSEE hereby leases from the LESSOR the property and the DUNKIN' DONUTS SHOP thereon located at 6326-28 N. Broadway, (Street) in Chicago, Illinois 60660 (City or Town) (State) (Zip Code) as more fully described in Schedule A hereto (the "PREMISES").

Base Rent 3. (a) Commencing upon substantial completion and delivery of the PREMISES as set forth in Paragraph 7 below and continuing through the term, the LESSEE agrees to pay a yearly BASE RENT of ~~XXXXXX~~ Dollars (\$~~XXXXXX~~) in equal monthly installments of ~~XXXXXX~~ Dollars (\$~~XXXXXX~~). BASE RENT shall be payable in equal monthly installments in advance on the fifteenth (15) day of the month immediately preceding the month for which rentals are due.

(b) The BASE RENT hereinabove set forth was determined based in part upon an estimate that after substantial completion (as defined in Paragraph 7) of the construction of the DUNKIN' DONUTS SHOP and other improvements on the PREMISES, the LESSOR'S TOTAL COST shall equal ~~XXXXXX~~ Dollars (\$~~XXXXXX~~). Upon determination, the LESSOR shall promptly notify the LESSEE of its actual TOTAL COST and if such actual TOTAL COST varies from the estimate set forth above, the yearly BASE RENT provided in Paragraph 3(a) above shall be appropriately increased or decreased by an amount equal to ~~XXXXXX~~ percent (~~XXXXXX~~ %) of the difference between the LESSOR'S actual TOTAL COST and the estimate set forth above. Any payment due for retroactive adjustments to rentals previously paid shall be paid to or from the LESSOR no later than thirty (30) days after the date of LESSOR'S notice, except that the LESSOR may apply any refund of excess rentals to outstanding receivables from the LESSEE, if any. For the purpose of this Paragraph 3(b), "TOTAL COST" is defined as including any and all land and contract costs, including the cost of site improvements, building construction, architectural, engineering and legal expenses (including the cost of title insurance, opinions, closing and permit costs), pre-opening rent and taxes, financing and interest costs incurred during the development of the DUNKIN' DONUTS SHOP and any other reasonable costs related to the PREMISES incurred by the LESSOR. If costs for architectural and legal expenses, pre-opening rent and taxes, financing and interest costs exceed ~~XXXXXX~~ Dollars (\$~~XXXXXX~~), such excess will be itemized and submitted to the LESSEE, upon request.

(c) For fractions of a calendar month at the beginning and the end of the term, rentals shall be prorated based on a 30 day month.

Percentage Rent 4. (a) The LESSEE further agrees to pay the LESSOR, for each LEASE YEAR, the amount by which Ten percent (10%) of GROSS SALES exceeds the amount of BASE RENT paid or payable during the LEASE YEAR. The LESSEE further agrees to make advance monthly payments of such PERCENTAGE RENT on the fifteenth (15th) day of the month immediately preceding the month for which such rentals are due in an amount equal to one-twelfth (1/12th) of the amount by which Ten percent (10%) of the GROSS SALES in the preceding LEASE YEAR exceeds the BASE RENT for the current LEASE YEAR. In anticipation of additional yearly rentals under the terms of this paragraph, the LESSEE agrees to deposit with the LESSOR, during the first LEASE YEAR of this LEASE not later than fifteen (15) days after the close of each LEASE MONTH, the amount by which Ten percent (10%) of the GROSS SALES in the preceding LEASE MONTH exceeds the BASE RENT for that calendar month.

(b) In the event this LEASE is terminated or assigned with the consent of LESSOR prior to the end of any LEASE YEAR, yearly rentals shall be apportioned at the date of termination or assignment.

(c) Whenever the GROSS SALES amount used to calculate an advance monthly PERCENTAGE RENT payment is derived from a period of less than twelve (12) months, such GROSS SALES shall be apportioned to an average monthly amount which shall be multiplied by twelve (12) to reflect an adjusted annual GROSS SALES amount which shall be used in calculating the advance monthly PERCENTAGE RENT payment for the subsequent LEASE YEAR, as described in Paragraph 4(a) above.

Definitions 5. (a) The term "GROSS SALES", as used herein, shall include all sales made by the LESSEE in, on, or from the PREMISES but shall not include cigarette sales, sales taxes or similar taxes.

(b) The term "LEASE YEAR", as used herein, shall refer to successive periods of 52 consecutive weeks commencing on the first Sunday the DUNKIN' DONUTS SHOP is open to serve the general public, or on the next succeeding business day if the DUNKIN' DONUTS SHOP is not open on Sunday.

(c) The term "LEASE MONTH", as used herein, shall mean the period beginning on the Sunday immediately following the last Saturday of any calendar month and ending on the last Saturday of the next calendar month.

Annual Sales Report 6. The LESSEE agrees to furnish the LESSOR, within fifty (50) days following each LEASE YEAR, a statement of the GROSS SALES for such year certified by an independent public accountant acceptable to the LESSOR. Any PERCENTAGE RENT due based upon such GROSS SALES in excess of any amounts previously deposited with the LESSOR, as provided above, is to be paid simultaneously with the furnishing of such statement. The LESSOR agrees to refund to the LESSEE any amounts deposited with the LESSOR, as provided herein, in excess of the total PERCENTAGE RENT due based on actual GROSS SALES for any LEASE YEAR upon receipt of the certified statement of GROSS SALES. LESSOR reserves the right to apply any refund against outstanding obligations of LESSEE, if any.

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(f) No right or remedy herein conferred upon or reserved to the LESSOR is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder.

Security Interest

20. As security for the faithful performance of all of the LESSEE'S obligations under this LEASE, the LESSEE hereby grants to the LESSOR a lien upon all property of the LESSEE now or hereafter located upon the PREMISES. If the LESSEE abandons or vacates the PREMISES or any substantial portion thereof or has failed to timely cure any default in the payment of any rentals, damage or other payments required by this LEASE, the LESSOR may enter upon the PREMISES, by force if necessary, and take possession of all or any part of the LESSEE'S property, moveable or immovable, and may sell all or any part of such property at a public or private sale or successive sales, without notice if permitted by law, to the highest bidder for cash, and may convey and deliver, on behalf of the LESSEE, all of the LESSEE'S title and interest in the property sold to the highest bidder. The proceeds of the sale of the property shall be applied by the LESSOR toward the cost of the sale and then toward the payment of all sums then due by the LESSEE to the LESSOR under the terms of this LEASE. In order to permit the LESSEE to finance the purchase of equipment to be placed upon the PREMISES, the LESSOR hereby subordinates any and all its rights pursuant to the lien herein granted by LESSEE, to the lien granted by the LESSEE to any third party in connection with the original purchase of equipment, at the time such equipment is first placed upon the PREMISES during the term of this LEASE.

Provision for Rental and Notice Submission

21. All rental payments are to be made to the LESSOR at Post Office Box 317, Randolph, Massachusetts 02368, ATTN: Rent Control Department and any other notice required to be given to the LESSOR shall be sent by certified mail to the LESSOR at Post Office Box 317, Randolph, Massachusetts 02368, ATTN: Vice President—Finance or at such other address as the LESSOR may from time to time designate in writing to the LESSEE by certified mail. Any notice required to be given to the LESSEE shall be sent by mail to the LESSEE at the address set forth in Paragraph 2 above or at such other address as the LESSEE may from time to time designate in writing to the LESSOR by certified mail.

Waivers

22. 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 the LESSOR to or of any act by the LESSEE requiring the LESSOR'S consent or approval shall not be deemed to waive or render unnecessary the LESSOR'S consent or approval to any subsequent similar act by the LESSEE. The receipt by LESSOR of rental or other payments with knowledge of the breach by LESSEE of any covenant of this LEASE shall not be deemed a waiver of such breach. Except as expressly set forth in this LEASE, neither party shall be liable to the other party, or to any insurance company (by way of subrogation or otherwise) insuring the other party, for any loss or damage to any building, structure or other tangible property, or losses under worker's compensation laws or benefits, even though such loss or damage might have been caused by the negligence of such party, its agents or employees. Each party does hereby waive trial by jury in any action, proceeding or counterclaim arising out of or connected in any way with this LEASE or the LESSEE'S occupation of the PREMISES. LESSEE, for itself and on behalf of all parties claiming by, through or under LESSEE, to the fullest extent permitted by law, does hereby waive and surrender all rights of redemption, re-entry and/or repossession of the PREMISES under any present or future laws.

Miscellaneous

23. (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) This LEASE shall be void and of no effect if the LESSOR shall be unable to obtain the necessary permits, licenses and approvals from all public authorities for construction and development of the PREMISES in accordance with the plot plan and plans and specifications developed for the PREMISES. In said event, any monies deposited by the LESSEE shall be immediately returned by LESSOR and the parties shall be relieved of all their obligations hereunder.~~

(c) 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.

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

Signed, sealed and delivered in the presence of:

.....
Witness

.....
Witness

Signed, sealed and delivered in the presence of:

.....
Witness

.....
Witness

.....
Witness

..... (LESSOR)
X Amir Ali Khoja
Amir Ali Khoja

By Yasmeen A. Khoja
Yasmeen A. Khoja

Attest:

X Amir Ali Khoja (LESSEE)
Amir Ali Khoja, President
Broadway Donuts, Inc.

By (Khoja)

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GUARANTEE

The UNDERSIGNED, waiving demand and notice hereby, jointly and severally, unconditionally guarantee the performance of all duties and obligations of Broadway Donuts, Inc. (LESSEE) under this LEASE, and personally agree that said LEASE shall be binding on each of us personally, as if each of us were the LESSEE.

Signed, sealed and delivered in the presence of:

Witness

Amir Ali Khoja
Amir Ali Khoja
Individually

Witness

Yasmeen A. Khoja
Yasmeen A. Khoja
Individually

Witness

Individually

Property of Cook County Clerk's Office

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EXHIBIT A

Legal Description of the Real Estate

Lots 5 and 6 in Block 1 in Brockhausen and Fischer's First Addition to Edgewater, being a subdivision of the North 60 rods of the East 1/2 of the Northwest 1/4 of Section 5, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 6326-28 North Broadway, Chicago, Illinois

PINs: 14-05-107-016
14-05-107-017

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