

Record and Return to:
Riker, Danzig, Scherer, Hyland & Perretti, LLP
One Speedwell Avenue
Morristown, NJ 07962-1981
Attn: Warren J. Martin Jr., Esq

MASTER SUBLEASE AGREEMENT

BETWEEN

DOMINICAN COMMUNICATIONS CORPORATION

SUBLANDLORD

and

**D C. PAGING EXPRESS, INC., HELLO TRAVEL, INC.,
AND ENVIOS, R.D. d/b/a PRONTO ENVIOS**

SUBTENANTS

Dated: January 26, 1998

S-NO
P-13
N-NO
M-YES

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

98156342

MASTER SUBLEASE AGREEMENT

This Sublease is entered into this 26th day of January, 1998, by and between Dominican Communications Corporation, a New York corporation, and/or Hello Card, Inc., a New York corporation, both with offices at Two Bennett Avenue, Third Floor, New York, New York 10033, (hereinafter "Sublandlord") and D.C. Paging Express, Inc., a New York corporation, with offices at 3825 Broadway, New York, New York 10032 (hereinafter "D.C."), Hello Travel, Inc., a New York corporation, with offices at 3825 Broadway, New York, New York 10032 (hereinafter "Hello Travel") and Envios, R.D. d/b/a Fronto Envios, a New York corporation, with offices at 3825 Broadway, New York, New York 10032 (hereinafter "Envios") (hereinafter D.C., Hello Travel and Envios are collectively referred to as "Subtenants").

INTRODUCTORY STATEMENTS

A. Sublandlord is in valid possession of the leased premises described in Exhibit "A" (hereinafter the "Premises"), pursuant to a written Lease with the Landlord described on Exhibit "A."

B. Subtenants have been subleasing a portion of the Premises from Sublandlord since the inception of the lease term or shortly thereafter and have throughout that period of time, reimbursed Landlord for their occupancy of a portion of the Leased Premises.

C. Subtenants have now agreed to enter into this formal Sublease documenting their pre-existing relationship.

D. The parties desire to enter into this Sublease defining their respective rights, duties and liabilities relating to the Premises.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

WITNESSETH

NOW THEREFORE, Sublandlord and Subtenants, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and all with intent to be legally bound, for themselves and their respective successors and assigns, agree as follows:

1. SUBLEASE

Sublandlord, for and in consideration of the Subtenants' payment of the rent and performance of the covenants contained herein, does hereby demise and lease to Subtenants such portion of the Premises as is necessary for the operation of Subtenants' business (the "Subleased Premises").

2. PRIME LEASE

Subtenants have reviewed a true copy of the Prime Lease. Where not expressly inconsistent with the terms hereof and except as otherwise stated herein to the contrary, this Sublease shall be subject and subordinate to all of the terms and conditions contained in the Prime Lease as said terms and conditions affect the Premises, and all of the terms and conditions of the Prime Lease, except as otherwise set forth herein, are hereby incorporated into this Sublease and shall be binding upon Subtenants with respect to the Premises to the same extent as if Subtenants were named as tenants and Sublandlord as landlord under the Prime Lease. Each party agrees that it shall not do or omit to do anything which would result in a default under the Prime Lease, and each party agrees to indemnify and hold the other harmless from and against all claims, demands or liabilities resulting from such party's breach, violation or nonperformance of any of its obligations under the Prime Lease, as incorporated herein. With the exceptions set forth herein, Subtenants shall be entitled to all of the rights and

UNOFFICIAL COPY

Property of Cook County Clerk's Office

privileges of the Sublandlord as tenant under the terms of the Prime Lease with respect to the Subleased Premises.

3. **DEFINITIONS**

All terms not expressly defined in this Sublease shall have the meanings given to them in the Prime Lease.

4. **PRIME LANDLORD**

Subtenants agree to look solely to the Prime Landlord, and not to Sublandlord, for the performance of services and obligations which are the obligations of Prime Landlord under the Prime Lease with respect to the Subleased Premises. At Subtenants' expense and request, Sublandlord will take any and all actions necessary to enable Subtenants to enforce the Sublandlord's rights as tenant under the Prime Lease with respect to the Premises. Should Sublandlord fail to take promptly all actions necessary to enforce such rights, Subtenants may proceed in Sublandlord's name (and Sublandlord hereby irrevocably appoints Subtenants as its lawful attorney-in-fact for the purpose of taking any such action) against the Prime Landlord.

5. **TERM**

This Sublease shall be coterminous with the Lease described on Exhibit "A" hereto together with any and all renewals thereof (collectively, the "Term").

6. **RENT**

Subtenants agree to pay Sublandlord rent as more particularly described below.

- a. The basic annual rent during the Term hereunder shall be in the amount of Two Thousand, Four Hundred (\$2,400.00) Dollars payable in lawful money of the United States of America, in advance on the first day of each calendar month during the Term in monthly installments of Two

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Hundred (\$200.00) Dollars each. This amount shall be paid as a portion of the 10% commission regularly paid by Envios R.D. to Sublandlord.

b. In addition to the basic rent set forth in section 6.a. above, Subtenants shall pay Sublandlord (as and when due under the terms of the Prime Lease), as additional rent, its proportionate share of all operating expenses, taxes, parking charges, tenant electric, other and charges] which Sublandlord is obligated to pay to Prime Landlord under the terms of the Prime Lease. Subtenants' proportionate share shall be 5% of the charges due under the Prime Lease. This amount shall also be paid as a portion of the 10% commission regularly paid by Envios R.D. to Sublandlord.

c. The terms "basic rent" and "additional rent" are sometimes referred to herein as "Rent" or "rent" and shall include all sums due from Subtenants to Sublandlord under the terms of this Sublease. All Rent shall be payable at the office of the Sublandlord at the following address:

Dominican Communications Corporation
Two Bennett Avenue, Third Floor
New York, New York 10033
Attention: Eleno Ramos

or at such other address as directed by notice from Sublandlord to Subtenants.

7. SUBLANDLORD'S SERVICES

In return for Subtenant's payment of rent as described in paragraph 6 above, plus additional amounts constituting, in the aggregate, a 10% commission on all Envios R.D. money transfer transactions. Sublandlord shall provide appropriate employee time, technical support, and customer service to continue to service and effectuate money transfer transactions, beeper sales, and travel agency functions on behalf of Subtenants. This provision shall be binding on all successors and assigns.

8. REFUNDS

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Sublandlord shall proportionately pay to Subtenants any sums which Sublandlord is entitled to receive from the Prime Landlord under the Prime Lease with respect to the Premises during the Term, including, but not limited to, any refunds of basic rent or additional rent which has been paid by Subtenants.

9. ALTERATIONS

Subtenants shall be permitted to make any alterations, improvements or installations in or to the Premises without the prior written consent of Sublandlord, provided, however, all alterations and improvements shall be subject to the terms and conditions of the Prime Lease, and in those instances, if required, shall be subject to the Prime Landlord's approval as provided in the Prime Lease. Any alterations, improvements or installations permitted under this Sublease and the Prime Lease or which are consented to by the Prime Landlord shall be made by Subtenants or Subtenants' contractors at the sole cost and expense of Subtenants.

10. REPAIRS AND MAINTENANCE

Any repair and maintenance obligations with respect to the Premises which are the responsibility of the Sublandlord, as tenant under the Prime Lease, shall be performed by Sublandlord at Sublandlord's sole cost and expense.

11. ASSIGNMENT AND SUBLEASING

Subtenants shall have the right to assign this Sublease or sub-sublet the Subleased Premises, in whole or in part, without the prior written consent of Sublandlord. However, if the Prime Landlord's consent is required for any such sublease or assignment under the terms of the Prime Lease, Subtenants will request Sublandlord to obtain Prime Landlord's consent and upon receipt of Subtenants' request, Sublandlord will promptly request Prime Landlord's consent to such assignment or sublease. Sublandlord acknowledges that the Subleased Premises may be occupied at any time by a parent, subsidiary or affiliate of Subtenants ("Subtenants Affiliate") and

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

98196342

their employees, contractors and invitees and that such use of the Premises shall not be considered an assignment or sublease. Any of Sublandlord's representations, warranties, covenants, agreements, guarantees and indemnities made for the benefit of Subtenants or any rights or privileges granted by Sublandlord to Subtenants shall also inure to the benefit of such Subtenants' affiliate, their employees, contractors and invitees.

12. INSURANCE

Subtenants shall have no obligation to maintain insurance on the Subleased Premises, and all obligations to maintain insurance for the Premises or Subleased Premises shall remain the obligations of Sublandlord.

13. COMPLIANCE WITH LAWS

In addition to any obligations under the Prime Lease, Subtenants shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and municipal Governments and of any and all their Departments and Bureaus applicable to its particular use and occupancy of the Subleased Premises for the correction, prevention and abatement of nuisances, violations or other grievances, in, upon or connected with the Subleased Premises during the Term or any renewal thereof. Subtenants shall not be responsible for Legal Requirements of general applicability to the Premises. Compliance with all other Legal Requirements shall be the responsibility of Sublandlord.

14. SUBORDINATION

This Sublease shall be subject and subordinate to the Prime Lease, any ground lease and to a recorded "Assignment of Leases, and Other Benefits as Security for the Indebtedness," dated September 18, 1996.

15. CONSENT OR APPROVAL OF PRIME LANDLORD

If the consent or approval of Prime Landlord is required under the Prime Lease with respect to renovations, alterations or any similar matter relating to the

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Subleased Premises, Subtenants shall provide their request for approval to Sublandlord and Sublandlord shall promptly forward the request for consent or approval to the Prime Landlord. Sublandlord shall have no liability to Subtenants for the failure of Prime Landlord to give its consent; however, Sublandlord will cooperate with Subtenants at Subtenants' sole expense, in any reasonable attempt to obtain Prime Landlord's consent. If the Prime Landlord shall default in the performance of any of its obligations under the Prime Lease or breach any provision of the Prime Lease pertaining to the Subleased Premises or fail to grant consent, Subtenants shall have the right, at Subtenants' expense and upon prior notice to Sublandlord, and in the name of Sublandlord (and Sublandlord hereby irrevocably appoints Subtenants as its lawful attorney-in-fact for the purpose of any such action) to make any demand or institute any action or proceeding, in accordance with any provision of the Prime Lease, against the Prime Landlord under the Prime Lease for the enforcement of the Prime Landlord's obligations thereunder.

16. NOTICES

All notices given pursuant to the provisions of this Sublease shall be in writing, addressed to the party to whom notice is given and sent registered or certified mail, return receipt requested, in a postpaid envelope or by nationally recognized overnight delivery service as follows:

To D.C. PAGING EXPRESS, INC.
3825 Broadway
New York, New York 10032
Attention: Maria Hernandez

To HELLO TRAVEL, INC.:
3825 Broadway
New York, New York 10032
Attention: Rodger Zepka

To ENVIOS, R.D. d/b/a PRONTO ENVIOS:
3825 Broadway
New York, New York 10032
Attention: Rodger Zepka

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9819834

To DOMINICAN COMMUNICATIONS
CORPORATION:
Two Bennett Avenue, Third Floor
New York, New York 10033
Attention: Eleno Ramos

All notices shall be deemed given upon receipt or rejection. Either party by notice to the other may change or add persons and places where notices are to be sent or delivered. In no event shall notice have to be sent on behalf of any party to more than three (3) persons.

17. **BROKERS**

The parties warrant that they have had no dealings with any real estate broker or agent in connection with this Sublease.

18. **SUBLANDLORD'S AND SUBTENANTS' POWER TO EXECUTE**

Sublandlord and Subtenants covenant, warrant and represent that they have full power and proper authority to execute this Sublease.

19. **CAPTIONS**

The Captions appearing in this Sublease are inserted only as a matter of convenience and do not define, limit, construe or describe the scope or intent of any sections of this Sublease nor in any way affect this Sublease.

20. **ENTIRE AGREEMENT**

This Sublease, and all Exhibits attached hereto, contain the entire agreement between the parties and all prior negotiations and agreements are merged into this Sublease. This Sublease may not be changed, modified, terminated or discharged in whole or in part, nor any of its provisions waived except by a written instrument which (a) shall expressly refer to this Sublease and (b) shall be executed by the party against whom enforcement of the change, modification, termination, discharge or waiver shall be sought.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

98196342

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be properly executed as of the day and year first above written.

ATTEST/WITNESS:

Emil Manfredo

Emil Manfredo, Controlling
Name and Title

DOMINICAN COMMUNICATIONS CORPORATION

By: [Signature] (SEAL)

Elena Romos, President
Name and Title

ATTEST/WITNESS:

Emil Manfredo

Emil Manfredo, Controlling
Name and Title

D.C. PAGING EXPRESS, INC.

By: [Signature] (SEAL)

MARIA HERNADEZ, President
Name and Title

ATTEST/WITNESS:

Emil Manfredo

Emil Manfredo, Controlling
Name and Title

HELLO TRAVEL, INC.

By: [Signature] (SEAL)

[Signature], President
Name and Title

ATTEST/WITNESS:

Emil Manfredo

Emil Manfredo, Controlling
Name and Title

ENVIOS, R.D. d/b/a PRONTO ENVIOS

By: [Signature] (SEAL)

[Signature], PRESIDENT
Name and Title

UNOFFICIAL COPY

Property of Cook County Clerk's Office

CORPORATE ACKNOWLEDGMENT

STATE OF :SS.
COUNTY OF

BE IT REMEMBERED, that on this day of , 1998 before me, the subscriber, personally appeared Eleno Ramos, who, I am satisfied, is the person who signed the within instrument as president of Dominican Communications Corporation, Maria Hernandez, who, I am satisfied, is the person who signed the within instrument as the president of D.C. Paging Express, Inc., and Rodger Zepka, who, I am satisfied, is the person who signed the within instrument as the president of Hello Travel, Inc. and the president of Envios, R.D. d/b/a Pronto Envios, the corporations named therein and these persons thereupon acknowledged that the said instrument made by the corporations and sealed with their corporate seals, was signed, sealed and delivered by these persons as such officers and are the voluntary acts and deeds of the corporations, made by virtue of authority from their Boards of Directors.

MANI MICHIA
Notary Public, State of New York
No. 31000008, Qualified in New York County
Certificate filed in New York County
Expiration 01/01/00

UNOFFICIAL COPY

Property of Cook County Clerk's Office

98196342

EXHIBIT A
LIST OF REAL ESTATE LEASE
REAL PROPERTY LEASE AGREEMENT

NUMBER	CASE NUMBER	STORE LOCATION	CO	LANDLORD / ADDRESS	TERM OF LEASE	EXPICTIVE DATE OF LEASE
1	B-001	4072 W 26TH STREET CHICAGO, IL 60623	DCC	RETA J GARCIA 2009 W. Commercial CHICAGO, IL 60623	2	09/25/94
2	B-002	1129 W. 18 STREET CHICAGO, IL 60623		FERNANDO MOTO		

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

98196342

D W A R D J. R O S E W E L L C O O K C O U N T Y T R E A S U R E R
02/25/98 Receipt : 1.00 Employee : GARY Page : 1

C N : 16-27-235-014-0000 Volume : 000578

Address : NONE

Name : GARCIA RITA JO

Mailing : NONE

Legal Description :
Sub-Division Name : BURLINGTONS SUB PT CRAWFORDS

Legal : BURLINGTON SUB, A RESUB OF LOTS 4, 5, & 6 IN BLK 5, LOTS 4, 5, & 6 IN BLK 6, THE S 1/2 OF BLK 11, LOTS 4, 5, & 6 IN BLK 15, LOTS 4, 5, & 6 IN BLK 22, LOTS 4, 5, & 6 IN BLK 23, ALL IN CRAWFORDS SUB (SEE 4) REC DATE: 06/06/1916 DOC NO: 05883049

SI-TX-RG	BLOCK	PT	LOT
27-39-13			000027
27-39-13			000028
27-39-13			000029
27-39-13			000035

This information is furnished as a public accommodation. The office of county collector disclaims all liability or responsibility for any error or inaccuracy that may be contained here in.

Property Address: 4072 W. 26th Street, Chicago, IL 60623

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY 98196342

EDWARD J. ROSEFIELD COOK COUNTY TREASURER
02/25/98 Receipt : 1500 Employee : GARY Page : 1

P I N : 17-20-313-012-0000 Volume : 000592

Address : NONE

Name : SPALTER FINANCE 4491

Rating : NONE

Legal Description :

SUB-DIVISION NAME : STEWARTS SUB BLK 7 JOHNSTON & LEE'S SUB

SI-18-80 BLOCK #1 LOT
20-39-14 0000007 0000018

This information is furnished as a public accommodation. The office of county collector disclaims all liability or responsibility for any error or inaccuracy that may be contained herein.

Property Address: 1329 W. 18th Street, Chicago, IL 60623

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office