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#9641 # ER \*-97-566905  
COOK COUNTY RECORDER

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T#0012 TRAN 6197 08/05/97 10:21:00  
#9641 # ER \*-97-566905  
COOK COUNTY RECORDER

*This space reserved for Recorder's use only.*

35.00

## LEASE OPTION AGREEMENT

by and between

DUNKIN' DONUTS INCORPORATED

and

MANEKLAL S. PATEL AND CHANDRIKA M. PATEL

Prepared by and after  
Recording Return to:

Rudnick & Wolfe  
203 N. LaSalle St., Suite 1700  
Chicago, IL 60601-1293

Attn: Donald A. Shindler, Esq.

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**BOX 333-CTI**

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## DUNKIN' DONUTS INCORPORATED LEASE OPTION AGREEMENT

This Lease Option Agreement (this "Agreement") is made <sup>as of the 31<sup>st</sup></sup> this 31 day of July, 1997, by and between MANEKLAL S. PATEL AND CHANDRIKA M. PATEL with an address at 9200 West Ogden Avenue, Brookfield, Illinois 60513 ("Owner") and DUNKIN' DONUTS INCORPORATED, a Delaware corporation with principal offices at 14 Pacella Park Drive, Randolph, Massachusetts 02368 ("Dunkin'").

### WITNESSETH

WHEREAS, on or about June 24, 1997 Third Dunkin' Donuts Realty, Inc. ("DDI"), a related entity of Dunkin', entered into a certain Real Estate Sale Agreement (the "Sale Agreement") by and among DDI and Owner pursuant to which DDI agreed to sell to Owner that certain lot or parcel of land, with the improvements situated thereon, located at 9200 West Ogden Avenue, Brookfield, Illinois and described on Exhibit "A" attached hereto (the "Premises").

WHEREAS, this Agreement is entered into by the parties in connection with DDI's sale of the Premises to Owner.

WHEREAS, Owner has agreed to continue to use the Premises as a DUNKIN' DONUTS SHOP under that certain Franchise Agreement between Dunkin', as franchisor, and Owner, as franchisee, as may be amended from time to time (the "Franchise Agreement").

WHEREAS, this Agreement is intended to provide Dunkin' with an option to preserve the Premises as a DUNKIN' DONUTS SHOP, should the Franchise Agreement be terminated.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **GRANT OF OPTION:** Owner hereby grants to Dunkin' an option, exercisable as hereinafter set forth in this Agreement, to enter into a lease for the Premises upon the same terms and conditions as are contained in the lease attached hereto as Exhibit "B" (the "Lease").

2. **TERMINATION OF FRANCHISE AGREEMENT:** If the Franchise Agreement between Dunkin' and Owner is terminated for any reason during its term or any extension thereof, Dunkin' shall have a period of thirty (30) days after Owner receives a notice of termination from Dunkin' in which to elect to enter into the Lease with Owner. Within five (5) days after Owner's receipt of written notice from Dunkin' advising Owner that Dunkin' elects to enter into the Lease, Owner shall execute, acknowledge, and deliver the Lease to Dunkin' (and/or any of its wholly owned subsidiaries) and upon its acceptance and insertion by Dunkin' of all appropriate dates, and execution by Dunkin', Owner immediately shall deliver possession of the Premises in the same condition as the date hereof, except for reasonable wear and use, to Dunkin' free and clear of all rights of any third parties, whatsoever.

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3. **TERM OF LEASE:** The initial term of the Lease shall commence as of the date the Premises are conveyed to Owner by DDI pursuant to the Sale Agreement and the Lease shall expire twenty (20) years after such date.

4. **DE-IDENTIFICATION:** If the Franchise Agreement is terminated and Dunkin' does not elect to exercise its option pursuant to this Agreement, Owner agrees to de-identify the Premises as a DUNKIN' DONUTS SHOP by removing promptly all signs, logos, trademarks, insignia, decor and other items which Dunkin' reasonably requests to be removed as being distinctive and indicative of a DUNKIN' DONUTS SHOP. If Owner fails to effect such de-identification within (10) days after Dunkin's request therefor, Dunkin', its agents and contractors may enter upon the Premises to effect such de-identification without being liable or guilty of trespass or tort and may bill and collect from the Owner its reasonable costs and expenses in effecting de-identification of the Premises. In the event Owner does not pay for such costs and expenses within fifteen (15) days after Owner's receipt of Dunkin's demand therefor, Dunkin' may place a lien upon the Premises in the full amount of such costs and expenses.

5. **REMEDIES AND ADDITIONAL PROVISIONS:** This Agreement shall run with the land and be binding upon the parties hereto and their successors, assigns, executors and administrators and representatives. This Agreement (with the exception of the Lease attached hereto) shall be recorded against the Premises in the Cook County Recorder's Office. The rights and obligations herein contained shall continue, notwithstanding changes in the persons or entities that may hold any leasehold or ownership interest in the Premises. 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 Agreement or by law.

6. **TERMINATION/CONSENT:** Notwithstanding anything to the contrary contained herein or in the Lease, it is agreed that no termination or attempted termination of the Lease, or any modification or amendment thereof, nor any alteration or demolition of any of the buildings(s) and improvements upon the Premises may be made without the prior written consent of Dunkin' in each instance, and any such termination, attempted termination, modification or amendment of the Lease, and any such alteration or demolition, made without such consent shall constitute a default by Owner under this Agreement and the Lease, giving Dunkin' all of its rights and remedies hereunder and under the Lease, provided further that any such actions by Owner shall in no manner be binding upon or adverse to the rights herein granted to Dunkin'.

7. **SUBORDINATION:** At the request of CIT Financial Group ("CIT"), Dunkin's rights hereunder may be subordinated to the lien of CIT's mortgage hereinafter placed upon the Premises, provided that CIT shall agree in writing to recognize, honor and not disturb Dunkin's right to exercise the option to enter into the Lease as set forth in this Agreement and the Lease itself if entered into subsequently.

8. **NOTICE:** Any notice required hereunder shall be delivered, postage prepaid by registered mail, certified mail by telecopy with an original to follow by certified mail) or by nationally recognized overnight courier:

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Seller: Peter Workman  
Third Dunkin' Donuts  
Realty, Inc.  
14 Pacella Park Drive  
Randolph, MA 02368

with a copy to: Donald A. Shindler, Esq.  
Rudnick & Wolfe  
203 N. LaSalle  
Suite 1700  
Chicago, IL 60601

Purchaser: Maneklal S. Patel and  
Chandrika M. Patel  
9200 West Ogden Avenue  
Brookfield, Illinois 60513

with a copy to: Harold Berg, Esq.  
Berg & Berg  
5301 West Dempster Street  
Suite 200  
Skokie, Illinois 60077

Notices sent by registered or certified mail shall be deemed delivered two (2) days after deposit in the mail. Notices sent by telecopy shall be deemed delivered upon receipt by the party giving notice of confirmation of the date and time the telecopy was completed. Notices sent by overnight courier shall be deemed delivered on the date following deposit with such courier.

## 9. GENERAL PROVISIONS:

A. Owner hereby irrevocably designates and appoints Dunkin' as its agent of full power of attorney to execute any and all documents and to take all action as may be necessary or desirable, in Dunkin's sole discretion, to effectuate the performance of any and all of Owner's duties under this Agreement in the event of termination of the Franchise Agreement, including specifically, without limitation, the right to execute the Lease in the event Owner fails to do so within the time frame set forth herein. Owner agrees to vacate the Premises peaceably and promptly and to remove its personal property therefrom upon receipt of Dunkin's written notice of its exercise of the option granted herein. Any property not so removed within ten (10) days following receipt of such written notice shall be deemed abandoned.

B. Dunkin' shall not be required to begin paying rent under the Lease until delivery to it of possession of the Premises, free and clear of any rights of third parties. Dunkin' shall be entitled to offset against rentals under the Lease all amounts required in order to cure Owner's defaults under this Agreement, the Franchise Agreement or any other agreement between Dunkin' (and/or any of its wholly owned subsidiaries) and Owner.

C. Dunkin' may assign without recourse its rights under this Agreement or its rights under the Lease without the consent of Owner, provided that the assignee shall execute and deliver to Owner an assumption agreement by which the assignee agrees to assume the Lease and to observe the terms and conditions and agreements on the part of the lessee to be performed under the Lease. Dunkin' may sublet the Premises or any part thereof without the consent of Owner.

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IN WITNESS WHEREOF, the parties hereto have hereunto caused this Lease Option Agreement to be executed the day and year first above written.

DUNKIN':

OWNER:

DUNKIN' DONUTS INCORPORATED,  
a Delaware corporation

Maneklal S Patel  
MANEKLAL S. PATEL

By: Jennie Wilson  
Its: Jennie Wilson, Vice President/Treasurer

Chandrika M. Patel  
CHANDRIKA M. PATEL

This instrument was prepared by  
and after recording should be  
returned to:

Donald A. Shindler, Esq.  
Rudnick & Wolfe  
Suite 1800  
203 North LaSalle Street  
Chicago, IL 60601-1293

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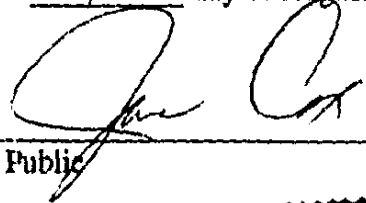
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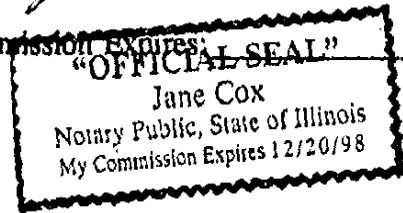
STATE OF )  
                  )     SS  
COUNTY OF )

I JANE COX do hereby certify that Maneklal S. Patel and Chandrika M. Patel, personally known to me to be same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free will and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this 15<sup>th</sup> day of August, 1997.



Notary Public

My Commission Expires



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## EXHIBIT A

### LEGAL DESCRIPTION

LOTS 14, 15, AND 16 IN BLOCK 79 IN S.E. GROSS THIRD ADDITION TO GROSSDALE, BEING A SUBDIVISION OF PART OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART CONVEYED TO THE VILLAGE OF BROOKFIELD BY DEED RECORDED NOVEMBER 16, 1983 AS DOCUMENT 2685028 AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 14; THENCE NORTH 44 DEGREES, 36 MINUTES 30 SECONDS WEST 40 FEET ALONG THE SOUTHERLY LINE OF SAID LOTS 14 AND 15; THENCE NORTH 78 DEGREES 50 MINUTES, 13 SECONDS EAST 21.91 FEET; THENCE NORTH 61 DEGREES, 59 MINUTES, 30 SECONDS EAST 9.58 FEET; THENCE NORTH 34 DEGREES, 25 MINUTES, 12 SECONDS EAST 10.30 FEET; THENCE NORTH 24 DEGREES 11 MINUTES 58 SECONDS EAST 9.87 FEET TO A POINT ON THE EAST LINE OF SAID LOT 14; THENCE SOUTH 30 FEET ALONG THE EAST LINE OF SAID LOT 14 TO POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

P.I.N.: 18-03-111-034-0000  
18-03-111-035-0000  
18-03-111-036-0000

Commonly known as 9200 W. Ogden Avenue, Brookfield, Illinois

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