# UNOFFICIAL COMPONITION OF Page 1 of

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Cook County Recorder

59.00

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#### ASSIGNMENT OF LEASE

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This Assignment made this 2 day of June, 2001 by Heisei, Inc., an Illinois corporation d/b/a Kinokawa Restaurant, as Assignor, to Young Hwi Kim and Shin Woo Lee, collectively, as Assignee(s).

Whereas by Lease dated November 8, 1995, and amended by "First Amendment to Lease" dated December 1,1995 and "Second Amendment to Lease" dated November 30, 2000 (collectively the "Lease"), I andlord did lease to Tenant certain premises described in the Lease (the "Leased Premises") that are part of the shopping center commonly known as Huntington Plaza II Shopping Center, Hoffman Estates, Illinois ("Shopping Center").

Whereas, Tenant has entere linto an agreement to sell the business assets of Kinokawa Restaurant to the Assignee.

Whereas, a condition of the sale is that Assignee be allowed to assume the existing lease.

Whereas, GNI of Hoffman Estates, L.L.C. ("GNI") has an agreement to acquire the Shopping Center from Berkshire Life Insurance Company ("Berkshire") and the purchase is to be completed on Friday, June 8, 2001, after which GNI shall succeed Berkshire as Landlord.

Whereas, such assignment requires the approval of the Landlord and Assignor has requested the same, the parties agree to the requested assignment subject to the following conditions:

- Assignor's guaranty shall continue for a period of one year from the date of the assignment, at which time the guaranty shall be released so long as the Assignee is still in possession, operating as Kinokawa Restaurant, or any other lawful use not in conflict with the lease agreement or municipal restrictions, and is not in default of the terms of the Lease
- 2) The Assignee(s) shall personally guaranty the lease for the remaining duration of the Lease and any extensions thereof.
- Accessories and other assets. It is agreed that Exhibit "A" attached hereto shall be considered an accurate summary of these assets and that GNI shall have the right to file a UCC statement regarding the same. This lien shall be released one year from the date of this Assignment so long as the Assignee(s) is still in possession, operating as Kinokawa Restaurant, or any other lawful use not in conflict with the lease agreement or municipal restrictions, and is not in default of the terms of the lease.

BOX 333-CT(

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- 4) Any outstanding balances due from Assignor, including June, 2001 rent, shall be paid by Assignor.
- 5) So long as the Tenant is not in default of the terms of this Lease, Tenant shall be granted the right to extend the Lease for a period of Five (5) years ("Extension Term"). The Tenant may exercise the right to this Extension Term by providing Landlord with written notice of their election no later than June 1, 2005. If written notice is not provided by said date, Tenant shall no longer have the right to the Extension Term. The Fixed Minimum Rent during this Extension Term shall be

Year 1 2 3	Minimum <u>Arnual Rent</u> \$38,686.80 \$18,686.80 \$39,815.60	Minimum Monthly Rent \$3,223.90 \$3,223.90 \$3,317.80	Rate/S.F. \$15.45 \$15.45 \$15.90 \$15.90
5 4	\$39,813.00	\$3,317.80	\$15.90
5	\$40,940.40	\$3,411.70	\$16.35

6) In all other respects, the Lease is and shall remain in full force and effect.

IN WITNESS WHEREOF, Landlord, Assignor and Assignee(s) have executed this Assignment as of the date and year first written above

ASSIGNOR:	ASSIGNEE(S):
Heizei, Inc., an Illinois Corporation	O <sub>Sc.</sub>
BY: Maranir Off	Young Hwi Kim
ITS:	Shin Woo Lee

LANDLORD:

GNI of Hoffman Estates, L.L.C.

BY:

ITS: Member

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) SS
COUNTY OF COOK
COUNTY OF
Given under my hand and notarial seal this 22 hd day of JUNE, 2001.
OFFICIAL SEAL PHILLIP E SOLZAN  Notary Public  My commission expires:  Notary Public
STATE OF ILLINOIS ) SS
COUNTY OF Winnebago )
I, Donnie Gewain, a Notary Public, do hereby certify that George Ralph, personally known to me to be a Method of CNI OF HOFFMAN ESTATES, LLC, an Illinois limited liability company, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that as such he signed and delivered the said instrument as such he he signed and delivered the said instrument as such he he signed and delivered the said instrument as such he he signed and delivered the said instrument as such he he signed and delivered the said instrument as such he he signed and delivered the said instrument as such he he he had a such he had a such he he had a such had a such he had a such
by the Members of said company as his free and voluntary act, and as the free and voluntary act and deed of said company, for the purposes therein set forth.  Given under my hand and notarial seal this 3 day of 2001.
by the Members of said company as his free and voluntary act, and as the free and voluntary act and deed of said company, for the purposes therein set forth.  Given under my hand and notarial seal this 3 day of 2001.
by the Members of said company as his free and voluntary act, and as the free and voluntary act and deed of said company, for the purposes therein set forth.  Given under my hand and notarial seal this 3 day of 3001.  Notary Public  My commission expires:
by the Members of said company as his free and voluntary act, and as the free and voluntary act and deed of said company, for the purposes therein set forth.  Given under my hand and notarial seal this 3 day of 2001.  Notary Public  My commission expires:  "OFFICIAL SEAL" BONNIE GERMAIN NOTARY PUBLIC, STATE OF ILLINOIS
by the Members of said company as his free and voluntary act, and as the free and voluntary act and deed of said company, for the purposes therein set forth.  Given under my hand and notarial seal this 3 day of 2001.  Notary Public  My commission expires:  "OFFICIAL SEAL" BONNIE GERMAIN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 9.8-2001  COUNTY OF 4 6 ( )
by the Members of said company as his free and voluntary act, and as the free and voluntary act and deed of said company, for the purposes therein set forth.  Given under my hand and notarial seal this 3 day of 2001.  Notary Public  My commission expires:  "OFFICIAL SEAL" BONNIE GERMAIN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 9.8-2001  COUNTY OF 4 OL SHIN a Notary Public, do hereby certify that 104N to H. CAMP  personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me
by the Members of said company as his free and voluntary act, and as the free and voluntary act and deed of said company, for the purposes therein set forth.  Given under my hand and notarial seal this 3 day of Notary Public  My commission expires:  "OFFICIAL SEAL" BONNIE GERMAIN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 9-8-2001  COUNTY OF 4 ()

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STATE OF ILLINOIS  ) SS  COUNTY OF	E
My commission expires:  OFFICIAL SEAL  PETER K SHIN  NOTARY PUBLIC, STATE OF ILLINOIS  MY COMMISSION EXPIRES: 03 02 PM	
Of Colling Clarks	
Clark's Office	10644137

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#### KINOKAWA RESTAURANT

EXHIBIT "A"

#### INVENTORY

			, •••	***	•••
SUPPLY		QTY	DESCRIPTION	PRICE	TOTAL
	CARR ROY	26	CHAIR(WINE)		10,000
	SAFE BOX	12	CHAIR (WHITE)		
	2-LINE TELEPHONE	8	CHAIR (RED)		
4.		6	CHAIR (WOOD)		
	VACUUM	22	HIGH CHAIR		
	SIGHN - OPEN SIGHN SIGHI	23	TABLE		
		1	SUSHI CASE	<del></del>	
	DISHES	1	REFG UNDR COU	IMED /	TDD)
	GLASSES		FREEZER (UPRIG		SUM J
	TRAYS	<i>a</i> 1	BEVERAGE COOL	1	
	TEA CUPS		RICE COOKERIG	T	
	PITCHERS		SAKE WARMER	13.	
	TEA POTS		BROILER/GRILL		
	SPOON/FOLK/KNIFF	1	CALE GAS RANG		12.2
	KITCHEN SUPPLY	-	GAS RANGE 10 1	7	<del>                                      </del>
	KITCHENWARE			TOWN	
		<del></del>	GRILL BANGE	<del> </del>	
		<del></del>	GRILLER-OFFICE		
LEASE -	ICE MAKÉR	-4-	REFG LG & SM		
	DISHWASHER		FREEZER C	PRICH	<u> </u>
	CREDIT CARD	4	WALK-IN REE	2	
	PROCESSOR FOR	4	FREEZER-ICE C'		
	ALARM SYSTEM		COOKING ISLAM		
		7		oca w	RMER
	<del></del>		STORAGE RACK		<del></del>
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	and the same of th		CD PLAYER		
			CASH REGISTER	<del> </del>	
	·····	1	COFFEE WARMER	<del></del>	
	<u> </u>		COUNTER CARINE	R-SPRI	ER SECTION
		_1_	WOOD RACK		
			FRONE COUNTER	<del> </del> -	
	·	_2_	OFFICE TABLE		
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Proberty of Cook County Clerk's Office

STREET ADDRESS: HUNTING **CITY: HOFFMAN ESTATES** COUNTY: COOK

TAX NUMBER: 02-30-100-016-0000

LEGAL DESCRIPTION:

PARCEL 1:

LOT 4 IN HUNTINGTON PLAZA, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED JULY 24, 1987 AS DOCUMENT 87407887, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR HUNTINGTON PLAZA RECORDED MAY 5, 1987 AS DOCUMENT 872/0234 AND AMENDED BY FIRST AMENDMENT RECORDED OCTOBER 19, 1987 AS DOCUMENT 87564603 AND SECOND AMENDMENT TO DECLARATION RECORDED JUNE 12, 2001 AS DOCUMENT 0010510520 (A) FOR INGRESS AND EGFESS TO ACCOMODATE VEHICULAR AND PEDESTRIAN TRAFFIC OVER, UPON AND ACROSS SUCH DRIVEWAYS, WALKWAYS, SIDEWALKS, PATHS, LANES AND PARKING AREAS CONSTRUCTED DON JINOTTI.

Ox Cook County Clarks Office FROM TIME TO TIME ON THE E'JILDING SITES (INCLUDING LOT 3 IN HUNTINGTON PLAZA SUBDIVISION), AND (B) TO USE THE PARKING AREAS LOCATED ON THE BUILDING SITES (INCLUDING LOT 3 IN HUNTINGTON PLAZA SUBDIVISION) FOR THE PASSAGE (BUT NOT THE PARKING) OF PASSENGER MOTOR VEHICLES AND BY PEDESTRIANS.

After Recording mail tos ERICKSON - ASSOCIATES Inc. 3208 S. Alpine Road Rockford, 16 61109 Attn: George T. RALPH

Proberty of Cook County Clerk's Office