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ASSIGNMENT OF MEMBER'S INTEREST IN LIMITED LIABILITY COMPANY

DATE: AUGUST 15, 2007

PARTIES: Amy Ho (Assignor)

Anton Bless (Successor)



Doc#: 0909849068 Fee: \$58.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 04/08/2009 01:29 PM Pg: 1 of 2

RECITALS:

- A. The Assignor is a member of BLESS, HO & ETCHINGHAM, LLC, an Illinois limited liability company (Company). The Company operates under an Operating Agreement dated April 28, 2006.
- B. The Assignor is the owner of a 25% interest in the profits and losses of the Company and of a capital account representing 25% of the capital of the Company.
- C. The Assignor desires to transfer the Assignor's entire interest in the Company to the Successor.
- D. The Witness(es) has been made a party to this Assignment solely for the purpose of evidencing their approval of the form of this Assignment, consent to the transfer, and consent to the substitution of the Successor as a member of the Company in the place of the Assignor.

AGREEMENTS:

SECTION 1. ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Successor, the Assignor hereby assigns and transfers to the Successor all of Assignor's interest as a member of the Company. This assignment includes all of the interest of the Assignor in the Company, including a right to share in 25% of the profits and losses of the Company and all rights of the Assignor to the capital of the Company.

SECTION 2. ACCEPTANCE

The Successor hereby accepts the assignment of the member interest transferred and agrees to be bound by all of the terms and provisions of the Operating Agreement.

SECTION 3. PURCHASE PRICE

The purchase price for the interest as a member of the Company being transferred under this assignment is in the sum of Twenty-Thousand Dollars (\$20,000.00).

SECTION 4. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES

The Assignor warrants and represents to the Successor that the Assignor is the sole and lawful owner of the interest in the Company transferred, free and clear of any and all liens or encumbrances, and that Assignor will defend the same against all claims and demands of all persons. The Assignor further represents and warrants to the Successor that the Assignor has a good right to transfer the interest under the terms of this assignment.

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SECTION 5. INVESTMENT INTENT

The Successor represents and warrants to the Assignor, the Company, and the Managers that the Successor is acquiring the interest in the Company being transferred under this assignment for investment and not with a view to distribution. The Successor further represents and warrants to the Assignor, the Company, and the Managers that the Successor understands that: (a) the interest in the Company being transferred under this assignment has not been registered under the Securities Act of 1933 in reliance upon an exemption from registration, (b) the interest must be held indefinitely, unless it is later registered under the Securities Act of 1933 or unless an exemption from registration is otherwise available, and (c) the Company has no obligation to register the interest. The Successor agrees that the interest will not be offered, sold, transferred, pledged, or otherwise disposed of without registration under the Securities Act of 1933 and applicable state securities laws or an opinion of counsel acceptable to the Managers that such registration is not required.

SECTION 6. CONSENT

The Manager(s) hereby consent to the assignment and transfer of the member interest transferred. The Manager(s) also hereby agree to accept the Successor as a substituted member of the Company in place of the Assignor with respect to the member interest transferred, with full rights and obligations of a member as if the Successor were named as a member in the Operating Agreement.

SECTION 7. REFINANCE OF PROPERTY

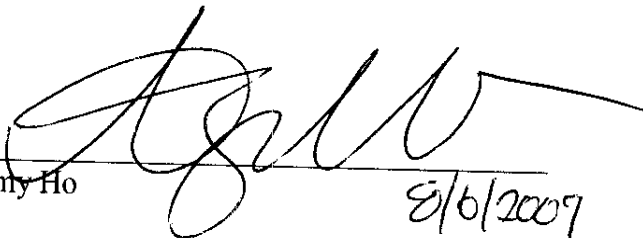
The Successor and the Company hereby agrees that member/managers must refinance the property located at 640 Northwest Highway, Palatine, Illinois within eight months of this Agreement or within forty-five days of the issuance of the occupancy permit whichever is sooner.

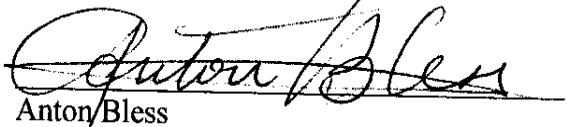
SECTION 8. RELEASE FROM LIABILITY


The Successor and the Company must indemnify, defend, and hold harmless the Assignor from and against any and all claims arising directly or indirectly from property owned by the Successor and the Company. The Successor and the Company further releases the Assignor from any and all liabilities arising out of the operation of the Company.

SECTION 9. REPAYMENT OF LOANS

The company shall repay loans in the amount of \$14,660.00 to the assignor within 120 days after such time if payment is not made interest shall accrue at 5% per annum of the remaining balance.


Amy Ho
8/6/2007


Anton Bless


Witness(es)