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Doc#: 1234013003 Fee: \$46.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/05/2012 09:17 AM Pg: 1 of 5

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE is made effective as of the 1st day of November, 2012, by and between True North Energy, LLC, a Delaware limited liability company, ("Assignor"), and MKDKS Food Mart Inc., an Illinois corporation ("Assignee").

In consideration of the mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties hereto, Assignor and Assignee do hereby agree as follows:

1. Assignment. Assignor hereby gives, grants, bargains, sells, conveys, transfers, assigns and sets over unto Assignee, its successors and assigns, as of the date first written above (the "Effective Date"), all of Assignor's right, title and interest in and to the Lease Agreement originally entered between Nick J. Korompilas, Fessie A. Etier, Estelle K. Heidel, and Elaine K. Melze, as Lessors and Shell Oil Company, a Delaware corporation, as Lessee dated August 6, 1997; which was recorded as Document Number 98335773 in Cook county, Illinois, as assigned from Shell Oil Company to Equilon Enterprises LLC by instrument recorded June 18, 1998 as Document 99323264, and further assigned by Equilon Enterprises L.L.C. to True North Energy LLC, a Delaware limited liability company, by instrument recorded March 17, 2010 as Document 1007641023. Assignor represents and warrants to Assignee that (a) Assignor is the holder of a good and valid leasehold estate of the premises at 4000 West Irving Park Road, Chicago, IL 60641 ("Premises") pursuant to the Lease Agreement, (b) Assignor is not in default under the terms and conditions of the Lease Agreement, (c) Assignor has not received a notice of default from Landlord under the Lease Agreement, and (d) Assignor has not sent any notice of default to Landlord under the Lease Agreement.

2. Assumption. Assignee hereby accepts the foregoing assignment and, in consideration thereof, Assignee hereby covenants and agrees that, on and after the Effective Date, Assignee will assume, observe, perform, fulfill and be bound by all terms, covenants, conditions and obligations of the Lease Agreement which arise on and after the Effective Date and are to be observed, performed and fulfilled by the lessee named therein on and after the Effective Date in the same manner and to the same extent as if Assignee were the lessee named therein.

3. Brand Covenant. On and after the date of this Assignment for a period of twenty (20) years, if motor fuel is stored, advertised or sold from the Premises, the motor fuel

yes
5
no
yes
yes
yes

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stored, advertised or sold shall be purchased from Assignor, its successors or assigns ("Brand Covenant") and the Leased Premises must be operated pursuant to the terms and conditions of Assignor's supply agreement or its replacement(s). Assignee shall use, improve, lease, encumber or transfer the Leased Premises subject to the Brand Covenant. Assignee may not assign its rights or obligations under the Brand Covenant or the Lease Agreement without the prior written consent of Assignor. The Brand Covenant shall run with the leasehold interest in the Leased Premises and is for the benefit of, and binds, the successors in interest and assigns and transferees. Assignee agrees to include the Brand Covenant in any assignment of the Premises to a successor to its interests in the Premises, and as a condition of the any transfer, to require such successor to enter into an agreement assuming all obligations of Assignee under its supply agreement.

4. Indemnification. Assignee will and does hereby indemnify and defend Assignor, and hold Assignor harmless from, all claims, demands, penalties, and/or cause of action, including all reasonable attorneys' fees and costs, relating to the Premises and/or arising out of the Lease, except to the extent caused by Assignor, its employees, agents or contractors on and after the date hereof.

Assignor will and does hereby indemnify and defend Assignee, and hold Assignee harmless from, all claims, demands, penalties, and/or cause of action, including all reasonable attorneys' fees and costs, relating to the Premises and/or arising out of the Lease, except to the extent caused by Assignee, its employees, agents or contractors from and after the date hereof and except to the extent set forth in the purchase agreement entered between the parties of even date herewith.

5. Successors and Assigns. The terms and conditions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

6. Counterparts. This Assignment may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document, and this Assignment may be executed by facsimile signature, and any such facsimile signature shall be valid and binding as an original signature hereto.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES TO FOLLOW]**

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first set forth above.

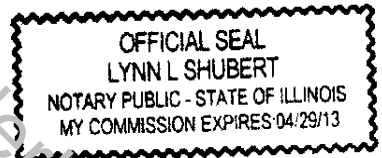
MKDKS Food Mart Inc., an Illinois corporation

By: Munir
Name: Munir Yaqoob
Its: President

STATE OF Illinois)
COUNTY OF Cook) SS:

The foregoing instrument was acknowledged before me this 30 day of October, 2012, by Munir Yaqoob, as President, of MKDKS Food Mart Inc., an Illinois corporation, on behalf of said company.

Lynn L Shubert
NOTARY PUBLIC



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True North Energy, LLC
By: True North Holdings, Inc.
fka The Lyden Company, Member

By: *W. G. Lyden III*
W. G. Lyden, III, CEO

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 1st day of November, 2012, by W. G. Lyden, III, CEO of True North Holdings, Inc. fka The Lyden Company, Member of True North Energy, LLC, a Delaware limited liability company, on behalf of said company.

Diane M. Long
NOTARY PUBLIC

DIANE M. LONG
Notary Public, State of Ohio
My Commission Expires 03-31-2015

This instrument prepared by
Patricia G. Lyden, Esq. ✓
Lyden, Liebenthal & Chappell, Ltd.
5470 Main Street
Suite 300
Sylvania, Oh 43560

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Exhibit "A"
To
Assignment and Assumption of Lease

Legal Description

Parcel No. 13-15-424-021-0000; 13-15-424-022-0000 ✓

PARCEL 1:

THE SOUTH 130 FEET OF THE EAST 100 FEET OF LOT 10 IN THE RESUBDIVISION OF BLOCK 22 IN IRVING PARK, A SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 15, AND THE NORTH ½ OF THE NORTHEAST ¼ OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

PARCEL 2:

THAT PART OF LOT 10 IN BROWN'S RESUBDIVISION OF BLOCK 22 IN IRVING PARK, A SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 15, AND THE NORTH ½ OF THE NORTHEAST ¼ OF SECTION 22, ALL IN TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHERLY OF A STRAIGHT LINE DESCRIBED AS BEGINNING AT A POINT WHICH IS 25 FEET EAST OF THE WEST LINE AND 131.7 FEET NORTH OF THE SOUTH LINE, RUNNING THENCE EASTERLY TO A POINT ON THE EAST LINE OF SAID LOT 10 WHICH IS 130 FEET NORTH OF THE SOUTH LINE THEREOF, EXCEPTING HOWEVER SAID PREMISES, THE EAST 100 FEET THEREOF, ALL IN COOK COUNTY, ILLINOIS. ✓