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Doc#: 1612356157 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/02/2016 11:39 AM Pg: 1 of 6

This instrument prepared by:
Omar Misleh
Ampex Brands Chicago, LLC.
17774 Preston Road
Dallas, Texas 75252

After recording, return to:
Omar Misleh
Ampex Brands Chicago, LLC.
17774 Preston Road
Dallas, Texas 75252

Order No.:
Escrow No.:

APN: 16-31-308-051-0000
16-31-308-052-0000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THE UNDERSIGNED GRANTOR(S) DECLARE(S):
THIS CONVEYANCE IS EXEMPT FROM THE
ILLINOIS REAL PROPERTY TRANSFER TAX ACT
PURSUANT TO EXEMPTION 35ILCS 200/31-45 e)

Re: Store# Y313081-7135 Ogden Avenue Berwyn, IL

ASSIGNMENT & ASSUMPTION OF LEASES

THIS ASSIGNMENT & ASSUMPTION OF LEASES (this "*Assignment*"), dated as of March 31, 2016, is made by and among Ampex Brands Chicago, LLC. f/k/a Apex Brands Chicago, LLC, a Delaware limited liability company ("*Assignor*"), and Eddies Restaurant Company, an Illinois corporation ("*Assignee*").

RECITALS

A. Assignor is the holder of the tenant's interest in those Lease Agreement listed in **Schedule 1** to this Assignment (the "*Leases*"), pursuant to which Assignee has leased certain real property and improvements as more particularly described therein (the "*Premises*").

B. Pursuant to the terms and conditions of the Asset Sale Agreement, dated as of February 17, 2016, (the "*Purchase Agreement*"), Assignor agrees to assign to Assignee all of the Assignor's right, title, and interest in and to the Leases, and Assignee agrees to accept such assignment and assume all obligations associated therewith.

AGREEMENT

NOW, THEREFORE, for and in consideration of the rights and interests described in the Leases and the mutual covenants contained herein, and for other good and valuable

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consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Subject to Section 4 below, effective as of the Closing Date (as defined in the Purchase Agreement) (the "*Effective Date*"), Assignor hereby assigns to Assignee all of Assignor's right, title, and interest to, in and under each of the Leases and to the premises, property, land, or facilities in which an interest is conveyed thereby for and during the remainder of the existing term of such Leases.

2. Assumption. By execution hereof, Assignee hereby accepts such assignment, assumes the Leases and all of the obligations and duties of Assignor incurred under the Leases arising from and after the Effective Date, and agrees to perform and observe all of the covenants, terms, promises, agreements and conditions therein contained on Assignor's part to be performed and observed for the full term thereof, from and after the Effective Date.

3. Covenants of Assignee. Assignee covenants and agrees that until Assignor is fully and finally released from all obligations under the Lease:

A. Assignee shall not assign, sublease or otherwise transfer any of its right, title or interest in the Lease to any other person or entity without Assignor's prior written consent, which consent may be withheld in Assignor's sole discretion.

B. Assignee shall not amend, extend or otherwise modify any term or condition of the Lease, without the prior written consent of Assignor, which consent may not be unreasonably withheld. This covenant shall not apply: (i) in the event Assignor is released by Landlord from further liability under the Lease following the assignment; and/or (ii) to any amendment, extension or modification of the Lease when Assignor is removed by Landlord as a responsible party for any duties, covenants and obligations arising after the date of such amendment, extension or modification.

C. Notwithstanding any provision in the Lease to the contrary, Assignee shall use the Premises solely as permitted under the applicable Franchise Agreement(s) (as defined in the Asset Purchase Agreement).

4. Consent to Assignment. To the extent that any landlord's consent is required to assign any Lease pursuant to this Assignment, then this Assignment will be effective as to such Lease on the date upon which such landlord's consent is granted unless such consent requirement is waived by Assignee.

5. Notices. All notices or other communications required or permitted hereunder shall be made in accordance with the terms of the Purchase Agreement.

6. Miscellaneous.

6.1 Terms of the Purchase Agreement. The terms of the Purchase Agreement (including the definition and usage provisions where capitalized terms are used but not defined herein) are incorporated herein by this reference, and will not be superseded by this Assignment, but will remain in full force and effect to the full extent provided therein. If there is any

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inconsistency between the Purchase Agreement and this Assignment, the Purchase Agreement will control.

6.2 Entire Agreement. This Assignment, together with the Purchase Agreement, contains all of the agreements of the parties hereto with respect to the matters contained herein, and no prior agreement, arrangement or understanding pertaining to any such matters shall be effective for any purpose. Except for any subsequent amendments or modifications to the Leases made in accordance with the terms thereof, any agreement made after the date of this Assignment is ineffective to modify or amend the terms of this Assignment, in whole or in part, unless that agreement is in writing, is signed by the parties to this Assignment, and specifically states that that agreement modifies this Assignment.

6.3 Governing Law. This Assignment will be governed by and construed and enforced in accordance with the laws of the State of Illinois without regard to principles of conflicts of law. Any dispute arising under or in connection with this Assignment will be resolved in any state or federal courts located in the County of Cook, State of Illinois, and the parties hereby submit to the exclusive jurisdiction of such courts in respect of any such proceeding. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

6.4 Counterparts. This Assignment may be executed and delivered (including by facsimile or other electronic transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original, but all of which taken together will constitute one and the same agreement.

6.5 Successors and Assigns; Third-Party Beneficiaries. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and assigns. Nothing contained in this Assignment shall be deemed to confer upon any person, other than the parties hereto and their respective successors and permitted assigns, any rights, remedies, claims, causes of action or obligations under, or by reason of this Assignment.


[Signature Page Follows]

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first set forth above.

ASSIGNOR:

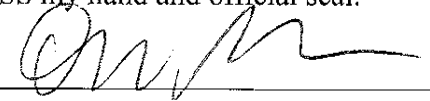
AMPEX BRANDS CHICAGO, LLC

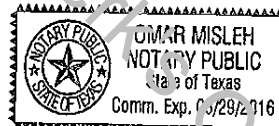
By: 
 Name: Tabbassum Mumtaz
 Title: President

State of Texas)
) SS
 County of Dallas)

On March 31, 2016 before me, the undersigned notary public, personally appeared, Tabbassum Mumtaz, President of Ampex Brands Chicago, LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

 Seal



Property of Cool County Clerk's Office

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Schedule 1

Lease dated July 14, 2000 (the "Lease"), Brian B. Birnbaum, Trustee ("Landlord") leased to Ampex Brands Chicago, LLC, a Delaware limited liability company, successor in interest to KFC Corporation, a Delaware corporation, successor by merger to KFC of America, Inc., a California corporation, certain real property together with any leasehold improvements and fixtures located thereon generally known as KFC Store # Y313081, located at 7135 Ogden Avenue, Berwyn, IL and more particularly described in the Lease and as follows (the "Premises"):

LOTS 1, 2, 3, 4, 5 & 6 IN CHICAGO TITLE & TRUST COMPANY, A SUBDIVISION 6F - PART OF LOT 40 IN CIRCUIT COURT PARTITION OF PART OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 7313873, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 87.52 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 35 MINUTES -49 SECONDS WEST, 110.94 FEET ALONG THE NORTH LINE OF SAID LOTS 1, 2, AND -3; THENCE SOUTH 66 DEGREES 40 MINUTES 58 SECONDS WEST, 108.07 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOTS 3, 4, 5 AND 6 TO THE NORTHWEST - CORNER OF SAID LOT 6; THENCE SOUTH 23 DEGREES 18 MINUTES 47 SECONDS EAST, 125.00 FEET ALONG THE WEST LINE OF SAID LOT 6 TO THE SOUTHERNMOST- . CORNER OF SAID LOT 6; THENCE NORTH 66 DEGREES 40 MINUTES 58 SECONDS EAST , 175.00 FEET ALONG THE SOUTHEASTERLY- LINE OF SAID LOTS 6, -5, 4, 3; &: 1 1 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, CONTAINING 22546 SQ. FEET.