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When Recorded Mail To:
Prepared by and
Mail To:
William E Boylan, Attorney at Law
30 W 180 Butterfield Rd
Warrenville IL 60555

10 of 5

FIRST AMERICAN TITLE
FILE # 28131625

Doc# 1701845036 Fee \$48.00
KAREN A. YARBROUGH
COOK COUNTY RECORDER OF DEEDS
DATE: 01/18/2017 09:57 AM PG: 1 OF 6



1701845036D

Doc# 1701245040 Fee \$46.00
RHSP FEE: \$9.00 RPRF FEE: \$1.00
KAREN A. YARBROUGH
COOK COUNTY RECORDER OF DEEDS
DATE: 01/12/2017 09:31 AM PG: 1 OF 5

ASSIGNMENT AND ASSUMPTION AGREEMENT

***this document is being re-recorded to
attach the lessors' consent (last page)***

LEGAL DESCRIPTION:
Parcel 1:

Lots 326, 327, 328, 329, 330, 331, and 332 in William Zelosky's Westchester, being a subdivision of (except the railroad land of Chicago, Westchester and Western Railroad and Chicago, Madison, Northern Railroad) Lots 12 and 13, in School Trustee's Subdivision of Section 16, Township 39 North, Range 12 East of the Third Principal Meridian, except the oil, gas and other minerals and right to explore for and produce the same, in Cook County, Illinois.

Parcel 2:

Lots 333 and 334 in William Zelosky's Westchester, being a subdivision of (except the railroad land of Chicago, Westchester and Western Railroad and Chicago, Madison, Northern Railroad) Lots 12 and 13, in School Trustee's Subdivision of Section 16, Township 39 North, Range 12 East of the Third Principal Meridian, except the oil, gas and other minerals and right to explore for and produce the same, in Cook County, Illinois.

Parcel 3:

Lots 335 to 343, inclusive, in William Zelosky's Westchester, being a subdivision of (except the railroad land of Chicago, Westchester and Western Railroad and Chicago, Madison, Northern Railroad) Lots 12 and 13, in School Trustee's Subdivision of Section 16, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.



Parcel 4:

Lot 344 in William Zelosky's Westchester, being a subdivision of (except the railroad land of Chicago, Westchester and Western Railroad and Chicago, Madison, Northern Railroad) Lots 12 and 13, in School Trustee's Subdivision of Section 16, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

EXCEPTING from said Parcels 1, 2 and 3, that part taken for right-of-way dedicated per plat of highways recorded August 24, 2001 as document no. 0010784096 and referred to in condemnation entered December 18, 2002 in Case No. 99L50995.

P.I.N.: 15-16-307-012-0000, 15-16-307-013-0000, 15-16-307-023-0000, 15-16-307-048-0000 AND 15-16-307-052-0000

COMMONLY KNOWN AS 825 S. MANNHEIM ROAD, WESTCHESTER, IL 6015

REAL ESTATE TRANSFER TAX		11-Jan-2017	
	COUNTY:	355.00	
	ILLINOIS:	710.00	
	TOTAL:	1,065.00	
15-16-307-048-0000 20161201697802 1-815-024-832			

Bm
6
RECORD REVIEWER
Jan 5

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Assignment and Assumption Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment"), dated and effective as of this 28th day of December 2016 (the "Effective Date"), is authorized by and executed between Angel Associates Limited Partnership ("Angel" or "Assignor") and Westchester BP, Inc., Shijimol Kizhakkekuttu and Mini Mathai (collectively "Assignee"). This Assignment relates to a certain Ground Lease ("Lease") entered into between Parkway Bank and Trust Company, as Trustee under Trust Agreement dated September 9, 2004 and known as Trust No 13829 ("Lessor") and BP PRODUCTS NORTH AMERICA INC, a Maryland corporation ("BP"). Said Ground Lease was executed on the 30th day of November, 2004 between Lessor and BP, and BP's interest as lessee was heretofore assigned by BP to Angel by written instrument ("Original Assignment") on the 16th day of December, 2009, and this instrument is intended to further convey unto the Assignee the rights, interests and title which Angel holds in the Lease, as set forth herein.

and not individually
WITNESSETH:

WHEREAS, the Assignor and Assignee have heretofore entered into an Agreement under which the Assignor, in consideration of the promises and covenants set forth in such Agreement, has agreed to assign unto the Assignee, the rights and privileges attendant to the Assignor's interest in the Lease, as set forth in the Agreement between the Assignor and Assignee, and

WHEREAS, the Assignee herein has duly bargained for and paid due consideration for this Assignment, as set forth in the Agreement between Assignor and Assignee, and has further agreed to accept this Assignment in fulfillment of the Assignor's covenants relative thereto.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of that certain Purchase and Sale Agreement between Assignor and Assignee dated as of December 5, 2016, as amended, the parties hereto hereby agree as follows:

- 1(a). Assignor hereby assigns to Assignee (without covenant, representation or warranty of any kind) whatever right, title and interest Assignor holds in, to and under (subject to the Agreement between the Assignor and Assignee) and delegates all of its obligations and duties of performance under, the Lease.
- 1(b). Assignee hereby accepts the assignment and delegation set forth in Section 1(a) hereof and assumes all duties, liabilities and obligations under the Assigned Lease, thereby relieving Assignor of any further duties or obligations thereunder, Assignee also agrees to perform and comply with all terms and conditions contained in the Lease.
2. The parties hereto acknowledge that the Ground Lease between the Lessor and BP contained language set forth in Paragraph 13 therein which states, in part: *"It is further mutually agreed that Lessee may assign this Lease or sublet the Demised Premises subject to the prior written consent of Lessor, which consent shall not be unreasonably withheld,*

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conditioned or delayed, provided Lessee shall remain responsible for the payment of Rent hereunder and for the performance of the other terms of this Lease." Accordingly, this Assignment is not intended to, nor shall it be deemed to affect, any release of BP or the Assignor herein from liability as set forth under the Ground Lease. Assignor reserves all rights accruing and/or originating under the Original Assignment which were reserved unto BP to the extent such rights extend or relate to remediation of Environmental conditions, including but not limited to any rights of entry, remediation of conditions which remain the responsibility of the Assignor or BP, conducting tests or examinations, or otherwise engage in undertakings which were reserved unto BP, as well as any other rights reserved unto BP, as a Grantor Party, and as against Angel, as a Grantee Party. Assignor also reserves all rights accruing and/or originating under the Original Assignment after the Effective Date concerning Assignor's indemnity provisions to BP.

3. Assignee shall defend (with counsel reasonably acceptable to Assignor), indemnify and hold Assignor harmless from any and all claims or lawsuits in any way pertaining to Assignee's actual or alleged breach of any obligation and/or duty under the Lease or Original Assignment. The indemnity provisions herein shall also extend and apply to any and all claims or lawsuits in any way pertaining to Assignee's use or operation of its business on the property arising on or after the Effective Date hereof.

4. During any period in which BP and Assignor remain liable under the Lease, Assignee shall not transfer or assign this Assignment or any of the Assigned Instruments without obtaining Assignor's prior written consent (which may be withheld in Assignor's sole and absolute discretion). For purposes hereof, if applicable, any change in the controlling equity interest of Assignee (by way of transfer or increase of stock, partnership or membership interests or otherwise) shall be deemed to be a transfer which requires Assignor's prior written consent (which may be withheld in Assignor's sole and absolute discretion). Any purported transfer or assignment of this Assignment or any of the Assigned Instruments without Assignor's prior written consent shall be null and void. The foregoing covenants shall survive any closing or consummation of the Agreement between Assignor and Assignee herein.

5. The preambles hereinabove set forth are hereby incorporated within and made a part hereof. Any section in this Assignment, or part of any section, which is adjudicated to be invalid or unenforceable shall not affect the validity or enforceability of the Assignment as a whole or the validity or enforceability of the remaining sections.

6. **Consent of Lessor/Estoppel.** Parkway Bank and Trust Company, as Trustee aforesaid, hereby consents to the Assignment of the Lease by the Assignor to the Assignee.

In addition, the Lessor further verifies that: (a) The Lease subject to this Assignment is valid in all respects; (b) that the initial termination date of the term was February 28, 2014, but the term was extended by written agreement between Assignor and the Lessor to February 28, 2019 and extended further by written agreement between Assignor and the Lessor to February 28, 2024 (which erroneously provided for a termination date of February 28, 2025); (c) that a security deposit in the amount of \$-0- is held as security under the Lease; (d) that the Assignor is presently in full compliance with all terms of the Lease and that there are no known defaults or claims of the Lessor against the Assignor herein; (e) that all rents and expenses, as of the date

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hereof have been duly received; (f) that the current annual rent, payable monthly, under the lease is \$133,100.00 and that such payment is due as of the 1st day of each calendar month; (g) that the Lessor is unaware of any claims of the Assignor against the Lessor herein; (h) that the attached Exhibits A and B are true and complete copies of the Lease Agreement (with all amendments thereto) and the Assignment of the Lease from BP to the Assignor herein.

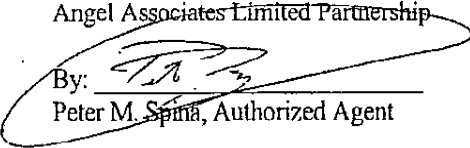
7. **Consent of Lessor.** The Assignee herein, upon full execution hereof by all parties, and on the condition that the closing of the sale of the Assignor's interest in the Ground Lease is duly consummated, does hereby exercise its option to extend the Second Extension of the Lease as set forth in Paragraph 4 (a) 5 of the Ground Lease, and acknowledges that such extension will extend the lease term to and including February 28, 2029. Parkway Bank and Trust Company, as Trustee for said, hereby consents to the further extension of the term of the Lease to February 28, 2029.

In addition, the Lessor further verifies that as of the date hereof: (a) The Lease subject to this Assignment is valid in all respects; (b) that the initial termination date of the term was February 28, 2014, but the term was extended by written agreement between Assignor and the Lessor to February 28, 2019 and extended further by written agreement between Assignor and the Lessor to February 28, 2024 (which erroneously provided for a termination date of February 28, 2025); (c) that a security deposit in the amount of \$-0- is held as security under the Lease; (d) that the Assignor is presently in full compliance with all terms of the Lease and that there are no known defaults or claims of the Lessor against the Assignor herein; (e) that all rents and expenses, as of the date hereof have been duly received; (f) that the current annual rent, payable monthly, under the lease is \$133,100.00 and that such payment is due as of the 1st day of each calendar month; (g) that the Lessor is unaware of any claims of the Assignor against the Lessor herein; (h) that the attached Exhibits A and B are true and complete copies of the Lease Agreement (with all amendments thereto) and the Assignment of the Lease from BP to the Assignor herein.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on this 28th day of December, 2016.

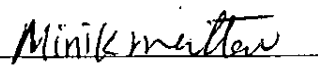
ASSIGNOR:

Angel Associates Limited Partnership

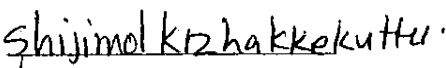
By: 
Peter M. Spina, Authorized Agent

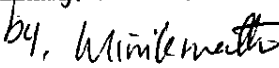
ASSIGNEE:

Mini Mathai

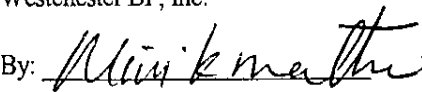


Shijimol Kizhakkekuttu



by, 

Westchester BP, Inc.

By: 

Pres

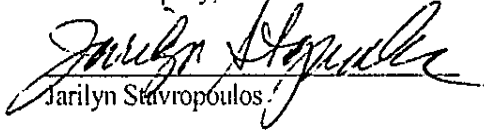
TRANSFER STAMP
Certification of Compliance
Village of Westchester, Illinois

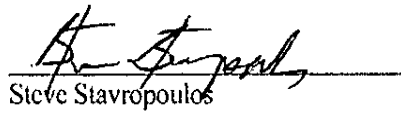
12-29-16
-cd.

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CONSENT OF LESSOR TO THE FOREGOING ASSIGNMENT

Jarilyn Stavropoulos and Steve Stavropoulos, as Beneficiaries under a Trust Agreement Dated September 9, 2004 and known as Trust Number 13829, administered by Parkway Bank and Trust Company, Trustee.


Jarilyn Stavropoulos


Steve Stavropoulos

Acknowledgment of BP Products North America Inc.

BP Products North America Inc. ("BP") by the undersigned, acknowledges and represents as follows:

1. That BP acknowledges, and has heretofore approved extensions of the original lease term to and including the 28th day of February, 2019, and again to the 28th of February, 2024, and that the conditional extension, as hereinabove set forth, which will extend the lease to the 28th of February, 2029, be and is hereby approved.

2. That BP acknowledges that it retains the right to approve any further assignment and reserves any and all other rights expressly reserved unto BP in the Assignment of the Ground Lease to Angel Associates Limited Partnership (filed of record as Document # 1001218032 on January 12, 2010), but expressly states that, **subject to said Assignment**, the assignee of the Ground Lease by BP, and its successors in interest, retain all rights to extend, modify, convey or assign their rights in and to the Ground Lease (as Lessee).

3. That BP acknowledges the assignment of the leasehold interest of Angel Associates Limited Partnership to Westchester BP, Inc. Shijimol Kizhakkakutta and Mini Mathai, the proposed assignee/dealer anticipated to assume liability under the Lease herein referenced, and consents to and expresses no objection thereto.

4. That BP recognizes and affirms that the terms, covenants and conditions set forth in the Lease continue to apply to BP to the extent such terms, covenants and conditions expressly so provide.

5. The foregoing statements, representations and acknowledgment are not intended to, nor shall they be construed to modify, amend or affect the legal relationship of BP to Angel Associates Limited Partnership, or any successor in interest to the Lease, and all covenants, duties and liabilities between BP and Angel Associates Limited Partnership, and any successor in interest to the lessee's interest in the Lease shall continue to remain in full force and effect.

BP PRODUCTS NORTH AMERICA INC.

By: 

Attest: 

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upon the direction of it's beneficiaries

CONSENT OF LESSOR TO THE FOREGOING ASSIGNMENT

Parkway Bank and Trust Company, as Trustee under a Trust Agreement
Dated September 9, 2004 and known as Trust Number 13829 and not individually



Ann Kubinski
Signature

1/6/17
Date

Ann Kubinski Assistant Trust Officer
Print Name and Title

This agreement is signed by Parkway Bank & Trust Co. not individually but solely as Trustee. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of the terms and conditions of this agreement or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of Parkway Bank & Trust Co. is hereby expressly waived by the parties herein and their respective successors and assigns.

The Trustee in executing this document SPECIFICALLY EXCLUDES all references to any environmental condition of the premises whether under the ILLINOIS ENVIRONMENTAL PROTECTION ACT or otherwise. The beneficiary of this Trust, as management and control of the premises and as such, has the authority on its/their own behalf to execute as environmental representative but not as agent for or on behalf of the Trustee.

PARKWAY BANK & TRUST COMPANY, as Trustee

PARKWAY BANK & TRUST COMPANY IS EXECUTING THIS DOCUMENT SOLELY IN ITS CAPACITY AS LAND TRUSTEE WITH THE AUTHORIZATION AND DIRECTION OF ITS BENEFICIARY AND HAS NO PERSONAL KNOWLEDGE OF ANY OF THE FACTS OR STATEMENTS CONTAINED HEREIN NOR THE ABILITY TO PERFORM ANY OF THE ACTS ASSOCIATED THEREWITH.