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Doc#: 1719557198 Fee: \$58.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/14/2017 12:01 PM Pg: 1 of 6

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

Omar Misleh
Ampex Brands Chicago, LLC.
17774 Preston Road
Dallas, Texas 75252

Order No.:
Escrow No.:

APN: 13-24-107-003-0000

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 20/31-45(c)

Re: Store #Y200122 - 2807 W. Irving Park Rd, Chicago, IL

ASSIGNMENT & ASSUMPTION OF LEASE

THIS ASSIGNMENT & ASSUMPTION OF LEASE (this "*Assignment*"), dated as of February 8, 2017 but retroactively effective as of January 23, 2017, is made by and among Ampex 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 October 20, 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 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

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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 wherein Assignor is removed by Landlord as a responsible party for any duties, covenant 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 inconsistency between the Purchase Agreement and this Assignment, the Purchase Agreement will control.

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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:

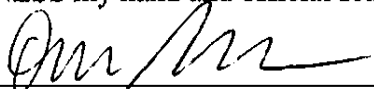
AMPEX BRANDS CHICAGO, LLC

By: 
Name: Tabbassum Mumtaz
Title: CEO

State of Texas)
) SS
County of Dallas)

On February 8, 2017, 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 she executed the same in her authorized capacity and that by her signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


_____ Seal



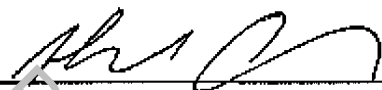
Property of Court County Office

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

ASSIGNEE:

EDDIES RESTAURANT COMPANY

By: 
Name: Ahmad Abadi
Title: President

State of California)
County of Los Angeles) SS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On February 9, 2017, before me, the undersigned notary public, personally appeared, Ahmad Abadi, President of Eddies Restaurant Company, an Illinois corporation, 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 she executed the same in her authorized capacity and that by her 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 County of Los Angeles Notary's Office

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Schedule 1

Lease dated August 7, 1981 (the "Lease"), as may be amended, Carol Hlavaty Gentile and Joanne Bychowsky, or their predecessor in interest ("Landlord") leased to Ampex Brands Chicago, LLC, a Delaware limited liability company, successor in interest to KFC 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 # Y200122, located at 2807 W. Irving Park Rd, Chicago, IL and more particularly described in the Lease and as follows (the "Premises"):

The North 175.0 feet of the East half of Lot 1 (excepting that part taken for the opening of California Avenue, and also that part taken for the opening of Irving Park Road) in County Clerks Division of the East half of the Northwest quarter of Section 24, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PROPERTY OF COOK COUNTY CLERK'S OFFICE