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WHEREAS, Assignor is providing a guaranty of the Loan and all other Tranche 3 Secured Obligations owing now or hereafter in favor of the Lenders and the Lenders are willing to make the Loan upon the terms and conditions hereinafter set forth.

WHEREAS, the Loan is secured by, among other things, a "Mortgage and Assignment of Rents" executed by Assignor for the benefit of Assignee, covering the Premises (as the same may be amended, restated modified or supplemented from time to time, the "**Mortgage**").

WHEREAS, a condition precedent to Assignee's making of the Loan to Borrower is the execution and delivery by Assignor of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

A G R E E M E N T S:

1. Grant of Security interest. Assignor hereby grants, transfers, sets over and assigns to Assignee, all of the right, title and interest of Assignor in and to (a) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the Premises, including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease (collectively, the "**Rents**"); (b) all leases and subleases (each, a "**Lease**", and collectively, the "**Leases**"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases (collectively, the "**Lease Guaranties**") and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; and (c) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of Title 11 U.S.C. § 101 et seq., and the regulations adopted and promulgated pursuant thereto (as the same may be amended from time to time) (the "**Federal Bankruptcy Code**") or any replacement Section thereof. This Assignment is an absolute transfer and assignment of the foregoing interests to Assignee given to secure the following, but only to the extent that each of the following obligations constitute Tranche 3 Secured Obligations:

(a) the payment by Assignor when due of (i) any and all indebtedness evidenced by the Loan, the Credit Agreement, the Guaranty, the other Loan Documents, the Tranche 3 Secured Obligations, and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) all reasonable actual, out of pocket costs and expenses paid or incurred by Assignee to bona-fide third parties in enforcing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees; and

(b) the observance and performance by Assignor of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Assignor or any other obligor to or benefiting Assignee which are evidenced or secured by or otherwise provided

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in this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.

2. Revocable License. The parties intend that this Assignment shall be a present, absolute and unconditional assignment and shall, immediately upon execution, give Assignee the right to collect the Rents and to apply them in payment of the principal and interest and all other sums payable on the Tranche 3 Secured Obligations. However, Assignee hereby grants to Assignor a license, revocable at any time during the continuance of an Event of Default and subject to the provisions set forth in this Assignment, to collect the Rents as they become due for its own account and to enforce the Leases and the Lease Guaranties without the joinder of Assignee and to operate and manage the Premises in order to enable Assignor to take any and all actions, necessary for the property management and operation of the Premises. Nothing contained herein, nor any collection of Rents by Assignee or by a receiver, shall be construed to make Assignee a "mortgagee-in-possession" of the Premises so long as Assignee has not itself entered into actual possession of the Premises.

3. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that:

- (a) Assignor is the lessor under all Leases;
- (b) there is no other existing assignment of Assignor's entire or any part of its interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor has Assignor entered into any agreement to subordinate any of the Leases or Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;
- (c) Assignor has not executed any instrument or performed any act which may prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation; and
- (d) to Assignor's knowledge, there are no defaults by the landlord and, to Assignor's knowledge, there are no defaults in the payment of rent by tenants under any Leases.

4. Covenants of Assignor. Assignor covenants and agrees that so long as this Assignment shall be in effect:

- (a) the Assignor shall observe and perform all of the material covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and the Assignor shall not do anything to impair the security thereof. Without Assignee's prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned), the Assignor shall not enter into any oral leases with respect to all or any portion of the Premises;

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(b) Assignor shall not make any other assignment for the benefit of any other creditor of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;

(c) Except pursuant to the terms of any Lease or as permitted under the Credit Agreement, Assignor shall not convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of any tenant thereunder;

(d) Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings instituted against Assignor arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all reasonable costs and expenses of Assignee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Assignee may appear;

(e) Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than Permitted Liens (as defined in the Credit Agreement), provided that this covenant shall not restrict Assignor's ability to subordinate its lessor's lien on any tenant improvements or fixtures located at the Premises in favor of a tenant's lender; and

(f) If any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that if any such Lease is so terminated or rejected, any check in payment of damages for termination or rejection of any such Lease will be made payable to the Assignor, and the Assignor shall be required to comply with Section 15.3 of the Credit Agreement in connection with the closure of the restaurant operated by such tenant.

5. Rights Prior to Default. Unless or until an Event of Default shall occur and be continuing, Assignor shall have the right to collect, at the time (but in no event more than thirty days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence and continuance of an Event of Default, Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to Assignor. Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

6. Rights and Remedies Upon Default. At any time upon or following the occurrence and during the continuance of any Event of Default, Assignee, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignor or any guarantor from any obligation, and with or without bringing

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any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents:

(a) Exercise any of the remedies available to Lenders under the Credit Agreement;

(b) Make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Assignee deems necessary or proper; and

(c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Assignee, without proof of default hereunder, upon receipt from Assignee of written notice to thereafter pay all such rents and other amounts to Assignee and to comply with any notice or demand by Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and Assignor shall facilitate in all reasonable ways Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to Assignee.

(d) Make any payment or do any act required herein of the Assignor in such manner and to such extent as Assignee may deem necessary, and any amount so paid by Assignee shall become immediately due and payable by the Assignor and shall be secured by this Assignment.

7. Application of Proceeds. All sums collected and received by Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied pursuant to the terms of the Credit Agreement.

8. Limitation of Assignee's Liability. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises or from any other act or omission of Assignee in managing, operating or maintaining the Premises following the occurrence of an Event of Default, except to the extent arising out of Assignee's gross negligence or willful misconduct. Assignee shall not be obligated to observe, perform or discharge, nor does Assignee hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of Assignor under or by reason of this Assignment. Assignor shall and does hereby agree to indemnify, defend (using counsel reasonably satisfactory to Assignee) and hold Assignee harmless from and against any and all liability, loss or damage which Assignee may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted

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against Assignee by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall Assignor be liable for any liability, loss or damage which Assignor incurs either as a result of Assignee's gross negligence or willful misconduct or after taking possession of the Premises. Should Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by Assignor and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon Assignee for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Mortgage, and no exercise by Assignee of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting Assignee a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereof or of the Mortgage.

9. No Waiver. Nothing contained in this Assignment and no act done or omitted to be done by Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of Assignee under the terms and provisions of such instruments, and Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

10. Further Assurances. Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Assignee may designate) and shall do or cause to be done such further acts, as Assignee may reasonably request, in order to permit Assignee to perfect, protect, preserve and maintain the assignment made to Assignee by this Assignment.

11. Security Deposits. Assignor acknowledges that Assignee has not, as of the Effective Date, received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that Assignee assumes no responsibility or liability for any security so deposited.

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12. Severability. If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Assignee and Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

13. Successors and Assigns. This Assignment is binding upon Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.

14. Written Modifications. This Assignment shall not be amended, modified or supplemented without the written agreement of Assignor and Assignee at the time of such amendment, modification or supplement.

15. Duration. This Assignment shall become null and void at such time as the Tranche 3 Secured Obligations shall have been fully paid and performed.

16. Governing Law. THIS ASSIGNMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, EXCLUDING ITS CONFLICT OF LAWS RULES. TO THE FULLEST EXTENT PERMITTED BY LAW, ASSIGNOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS ASSIGNMENT.

17. Notices. All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of Assignor and Assignee, as the case may be, as specified in the Credit Agreement.

18. WAIVER OF TRIAL BY JURY. ASSIGNOR AND ASSIGNEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

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19. Credit Agreement. Notwithstanding anything to the contrary in this Assignment, this Assignment is subject to the terms of the Credit Agreement; if there is any conflict between the provisions of this Assignment, and the provisions of the Credit Agreement, the provisions of the Credit Agreement (including, without limitation, Section 11.3(g) of the Credit Agreement) shall control and prevail in all cases.

[SIGNATURES FOLLOW ON NEXT PAGE]

Property of Cook County
COOK COUNTY
RECORDER OF DEEDS
COOK COUNTY
RECORDER OF DEEDS
Deeds Office

COOK COUNTY
RECORDER OF DEEDS

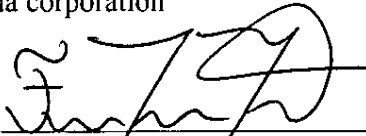
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[SIGNATURE PAGE 1 OF 1 TO ASSIGNMENT OF RENTS AND LEASES]

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment of Rents and Leases as of the day and year first above written.

ASSIGNOR:

BURGER KING CORPORATION,
a Florida corporation

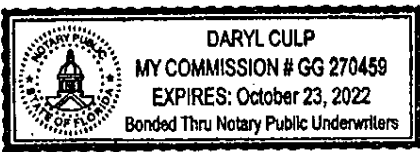
By: 
Name: Flavio Montini
Title: Treasurer

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 1st day of May, 2019, by Flavio Montini as the Treasurer of BURGER KING CORPORATION, a Florida corporation, on behalf of the corporation. ~~He~~ She is personally known to me or produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Daryl Culp
Print or Stamp Name: Daryl Culp
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

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EXHIBIT A

Legal Description of Real Estate

#92

Tract I

THAT PART OF LOTS 1 THROUGH 12, BOTH INCLUSIVE, AND THAT PORTION OF THE 16-FOOT PUBLIC ALLEY LYING WEST OF HARLEM AVENUE AS WIDENED AND LYING DIRECTLY NORTH OF SAID LOT 11, IN HARLEM AND ARCHER AVENUES, BEING A SUBDIVISION OF BLOCK 1 IN CANAL TRUSTEE'S SUBDIVISION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES 47 MINUTES 37 SECONDS EAST ALONG THE NORTH LINE OF SAID LOTS 1 THROUGH 7 A DISTANCE OF 172.00 FEET TO A POINT OF CURVATURE, SAID POINT BEING 92.00 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 10; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE BEING CONCAVE TO THE SOUTHWEST, BEING ALSO THE WESTERLY LINE OF HARLEM AVENUE AS WIDENED ACCORDING TO DOCUMENT NUMBER 20026123, HAVING A RADIUS OF 69.16 FEET, HAVING A CHORD BEARING OF SOUTH 44 DEGREES 26 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 109.47 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 54 MINUTES 00 SECONDS WEST ALONG SAID WESTERLY LINE OF HARLEM AVENUE AS WIDENED 139.55 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 12, SAID POINT BEING 22.0 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 12; THENCE NORTH 89 DEGREES 24 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 12 A DISTANCE OF 102.12 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE NORTH 00 DEGREES 55 MINUTES 27 SECONDS EAST ALONG THE WEST LINE OF SAID LOTS 11 AND 12 AND THE NORTHERLY EXTENSION THEREOF A DISTANCE OF 63.58 FEET TO THE SOUTH LINE OF SAID LOTS 1 THROUGH 6; THENCE NORTH 89 DEGREES 53 MINUTES 38 SECONDS WEST ALONG SAID SOUTH LINE 140.06 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 57 MINUTES 52 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 125.51 FEET TO THE PLACE OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

Common Address: 7205 West Archer Avenue
Summit, IL 60501

Permanent Parcel Number(s): 18-13-206-001-0000; 18-13-206-002-0000;
18-13-206-003-0000; 18-13-206-004-0000;
18-13-206-005-0000; 18-13-206-006-0000;
18-13-206-039-0000; 18-13-206-040-0000