

Doc#. 2216717126 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 06/16/2022 01:14 PM Pg: 1 of 5

**Prepared By and After Recording**

**Return to:**  
Brooke Tyus, Esq.,  
The Wendy's Company  
Attn: Legal  
1 Dave Thomas Blvd.  
Dublin, Ohio 43017

Tax #27-27-100-022-0000

**SUBLEASE ASSIGNMENT AND ASSUMPTION AGREEMENT**  
**(Sublessor Interest; Recharacterization as Direct Lease)**

**THIS SUBLEASE ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "**Assignment**"), is made and entered into this 29th day of April, 2022 (the "**Effective Date**"), by and between **WENDY'S OLD FASHIONED HAMBURGERS OF NEW YORK, LLC**, an Ohio limited liability company, successor by conversion to Wendy's Old Fashioned Hamburgers of New York, Inc. ("**Assignor**") and **WENDY'S PROPERTIES, LLC**, a Delaware limited liability company ("**Assignee**"), both with a mailing address of One Dave Thomas Boulevard, Dublin, Ohio 43017, Attn: Portfolio Management.

**WITNESSETH:**

**WHEREAS**, Assignor, as tenant, entered into that certain Lease Agreement dated as of February 18, 1998 (the "**Prime Lease**") with Jack Development, L.L.C. ("**Prime Lessor**") for the real property (the "**Premises**") as more particularly defined and described on Exhibit A;

**WHEREAS**, Assignor, as sublessor, entered into that certain Sublease Agreement with All-Star Management No. 29, Inc., "**Sublessee**", for the operation of the Wendy's brand restaurant at the Premises (the "**Sublease**") for which a Memorandum of Sublease dated November 7, 2016 was recorded on November 15, 2016 in the Office of the Recorder of Deeds in Cook County, Illinois;

\* in Doc No 1632015096

**WHEREAS**, Assignor exercised its right to purchase the Premises from Prime Lessor and Assignor contemporaneously herewith assigns its rights to Assignee, who closed on the purchase of the Premises from Prime Lessor as of the Effective Date (the "**Purchase**"). By separate instrument between Assignor and Prime Lessor, the Prime Lease shall be terminated and released of record (if recorded); and

**WHEREAS**, in furtherance of the transaction and for purposes of aligning the interests of the parties, the parties hereby agree that the interests of Assignor, as sublessor, under the sublease shall be assigned to Assignee (the "**Assignment**") and the sublease shall be recharacterized as a direct lease

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between Assignee, as new fee owner of the Premises and Sublessee, as "Tenant" (the "Recharacterization").

NOW, THEREFORE, for and in consideration of the foregoing recitals and of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree to the foregoing and as follows:

1. **Assignment by Assignor.** Simultaneously, Assignor hereby grants, transfers, conveys and assigns to Assignee, and its successors and assigns, all right, title and interest of Assignor in and to the Premises and the Sublease, TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns Sublease.
2. **Assumption by Assignee.** As of the Effective Date, Assignee hereby (a) accepts the foregoing Assignment, transfer and conveyance by Assignor and, subject to the terms and conditions set forth herein, assumes all of Assignor's obligations under the Sublease that arises or occurs on or after the Effective Date, including all properly exercised options, and (b) agrees to fulfill, keep, perform and observe each and every condition and covenant contained in the Sublease which is required to be fulfilled, observed, kept and performed by the lessor under the lease.
3. **Recharacterization of Sublease as Direct Lease.** As of the Effective Date, the Sublease shall be recharacterized as a direct lease by and between Assignee as owner of the Premises and Sublessee, as Tenant thereunder. Hereinafter, the Sublease shall be referred to as the "Lease".
4. **Indemnification of Assignor by Assignee.** With respect to the liabilities of Assignor, Assignee hereby assumes such liabilities, but only to the extent that the act, tenancy, omission or default resulting in or giving rise to such liabilities occurs on or after the Effective Date hereof (collectively, the "Assumed Liabilities"), and Assignee hereby agrees to indemnify Assignor and hold Assignor harmless for such Assumed Liabilities, including, without limitation, any and all costs, expenses, claims, demands, causes of action, reasonable attorneys' fees and court costs that are actually incurred by Assignor in connection therewith.
5. **Indemnification of Assignee by Assignor.** With respect to liabilities of Assignor, other than the Assumed Liabilities under Section 3 above, Assignor hereby acknowledges and confirms that, as between Assignor and Assignee, Assignor is and remains liable for such liabilities; provided, however, that Assignor shall only be and remain liable to Assignee hereunder if and to the extent that the act, tenancy, omission or default resulting in or giving rise to such liabilities occurred prior to the Effective Date hereof (collectively, the "Retained Liabilities"), and Assignor hereby agrees to indemnify Assignee and hold Assignee harmless for such Retained Liabilities, including, without limitation, any and all costs, expenses, claims, demands, causes of action, reasonable attorney's fees and court costs which are actually incurred or suffered by Assignee in connection therewith.

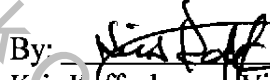
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- 6. **Successors and Assigns.** The terms and provisions hereof shall be binding upon and inure to the benefit of the Assignor and Assignee, and their respective heirs, executors, representatives, administrators, successors and assigns.
- 7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws in which the Premises are located.
- 8. **Recording.** This Agreement may be recorded in its entirety to evidence the transfer of Assignor's interest in the Premises or the Sublease k/n/a the Lease.

**IN WITNESS WHEREOF**, the parties, intending to be legally bound, have caused this Assignment to be executed under seal as of the day and year first written.

**ASSIGNOR:**

**WENDY'S OLD FASHIONED HAMBURGERS OF NEW YORK, LLC**, an Ohio limited liability company, successor by conversion to Wendy's Old Fashioned Hamburgers of New York, Inc.

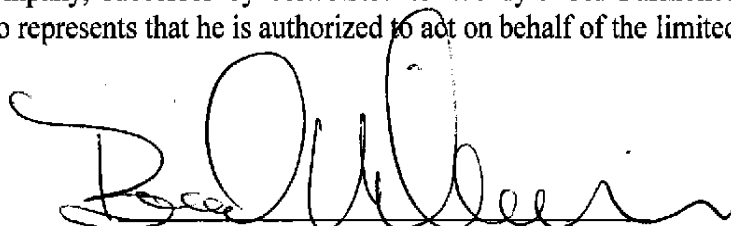
By:   
Kris Kaffenbarger, Vice President – Global System Optimization, Franchise and Portfolio Management

Legal Approve: 

Portfolio Management. 

STATE OF OHIO )  
 ) SS.  
COUNTY OF FRANKLIN )

This record was acknowledged before me on this 14th day of June, 2022, by Kris Kaffenbarger, as Vice President – Global System Optimization, Franchise and Portfolio Management on behalf of **WENDY'S OLD FASHIONED HAMBURGERS OF NEW YORK, LLC**, an Ohio limited liability company, successor by conversion to Wendy's Old Fashioned Hamburgers of New York, Inc., who represents that he is authorized to act on behalf of the limited liability company.

  
Notary Public  
My Commission Expires: 12.27.26

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**ASSIGNEE:**

WENDY'S PROPERTIES, LLC, a Delaware limited liability company

By: [Signature]  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Kris A. Kaffenbarger  
VP - Global System Optimization,  
Franchise & Portfolio Management

STATE OF Ohio )  
COUNTY OF Franklin ) SS.

This record was acknowledged before me on this 3<sup>rd</sup> day of June, 2022, by Kris Kaffenbarger, the VP - Global System Optimization of Wendy's Properties, LLC, a Delaware limited liability company, on behalf of the company, who represents that he/she/they is/are authorized to act on behalf of the corporation. Franchise, Portfolio Management



**Brenda Williamson**  
Notary Public, State of Ohio  
My Commission Expires 12/27/2026

[Signature]  
Notary Public  
My Commission Expires: 12-27-26

Property of Clerk's Office

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## Exhibit A Description of the Premises

### Parcel 1:

Lot 1 in Jack Development, being a subdivision of part of the North 466.70 feet of the West 1/2 of the Northwest 1/4 of Section 27, Township 36 North, Range 12, East of the Third Principal Meridian, excepting therefrom the East 854 feet of said West 1/2 of the Northwest 1/4 of Section 27, Township 36 North, Range 12 East of the Third Principal Meridian, and except that part of the North 250 feet lying West of a line 200 feet East of an parallel with the East right of way line of Manheim Road and except that part of the South 216.70 feet lying West of said East of right of way line and except the North 50 feet thereof, in Cook County, Illinois.

Except that part taken by the Department of Transportation of the State of Illinois in Case No. 12 L 050539, labeled Parcel OH40012 on the Lis Pendens Notice recorded April 26, 2012 as Document No. 1211744101, and described as follows:

Beginning at the Northwest Corner of said Lot 1; thence North 88 degrees 19 minutes 23 seconds East, 34.00 feet (Bearings based on Illinois State Planned Coordinate System, East Zone, NAD 1983) along the North line of said Lot 1; thence South 01 degrees 56 minutes 22 seconds east, 216.70 feet to the South line of said Lot 1, said line also being the South line of the North 466.70 feet of the West half of said Northwest quarter; thence South 88 degrees 19 minutes 23 seconds West, 34.00 feet along said common line to the Southwest corner of said Lot 1; thence North 01 degrees 56 minutes 22 seconds West, 216.70 feet along the West line of said Lot 1 to the point of beginning.

### Parcel 2:

SIGN EASEMENT as created by document recorded November 15, 2016 as document number 1632015096 and more particularly described as follows:

Commencing at the intersection of a line parallel with and 466.70 feet South of (as measured along the west line thereof) the North line of the Northwest quarter of Section 27, Township 36 North, Range 12 East of the Third Principal Meridian and a line parallel with and 299.90 feet East of (as measured along the North line thereof) the West line of the Northwest quarter of Section 27, Township 36 North, Range 12 East of the Third Principal Meridian, thence North 00 degrees 00 feet 00 inches West along said line parallel with the West line of the Northwest quarter of said section, 216.70 feet to the point of beginning, thence North 89 degrees 42 feet 01 inches West along a line parallel with and 250.00 feet South of the North line of the Northwest quarter of said section, 5.00 feet, thence North 90 degrees 00 feet 00 inches West, 200.00 feet to a point in the South line of 167th street right of way, thence South 89 degrees 42 feet 03 inches East along said South line of 167th street, 100.32 feet, thence South 00 degrees 17 feet 57 inches West, 2.00 feet, thence South 89 degrees 42 feet 03 inches East, 15.00 feet, thence South 00 degrees 17 feet 57 inches West, 15.00 feet, thence North 89 degrees 42 feet 03 inches West, 15.00 feet, thence North 00 degrees 17 feet 57 inches East, 12.00 feet, thence North 89 degrees 42 feet 03 inches West, 95.29 feet, thence South 00 degrees 00 feet 00 inches East, 194.97 feet to the point of beginning, in Cook County, Illinois.

### Parcel 3:

ACCESS EASEMENT as created by document recorded November 15, 2016 as document number 1632015086 and more particularly described as follows:

Commencing at the intersection of a line parallel with and 466.70 feet South of (as measured along the West line thereof) the North line of the Northwest quarter of Section 27, Township 36 North, Range 12 East of the Third Principal Meridian and a line parallel with and 299.90 feet East of (as measured along the North line thereof) the West line of the Northwest quarter of Section 27, Township 36 North, Range 12 East of the Third Principal Meridian, thence North 00 degrees 00 feet 00 inches West along said line parallel with the West line of the Northwest quarter of said Section, 29.20 feet to the point of beginning, thence continuing along the last described line for a distance of 187.50 feet to a point, thence North 89 degrees 42 feet 01 inches West along a line parallel with and 250.00 feet South of the North line of the Northwest quarter of said section, 6.66 feet, thence North 00 degrees 00 feet 00 inches West, 123.71 feet, thence North 90 degrees 00 feet 00 inches East, 19.61 feet, thence North 00 degrees 00 feet 00 inches West, 64.02 feet, thence North 90 degrees 00 feet 00 inches East, 105.71 feet, thence North 00 degrees 17 feet 57 East, 11.63 feet to a point, said point being in the South line of 167th street right of way, thence South 89 degrees 42 feet 03 inches East along the South line of 167th street 41.35 feet, thence South 00 degrees 00 feet 00 inches West, 58.96 feet, thence South 90 degrees 00 feet 00 inches West, 114.43 feet, thence South 00 degrees 00 feet 00 inches West, 17.36 feet, thence North 90 degrees 00 feet 00 inches East, 18.43 feet, thence South 00 degrees, 03 feet 06 inches West, 310.36 feet, thence South 90 degrees 00 feet 00 inches West 63.79 feet to the point of beginning in Cook County, Illinois.