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ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment") is made the 14th day of July, 1986, by and between MOXIE'S, INC., a Louisiana corporation (the "Assignor"), and STEAK AND ALE OF ILLINOIS, INC. a Nevada corporation (the "Assignee").

BACKGROUND FACTS

A. 1st National Bank of Lake Forest, as Trustee under Trust Agreement U/T/A #4622, entered into a lease (the "Lease") dated April 22, 1977 with Cork 'N Cleaver, Inc. as "Tenant", which Lease covered the land located at 401 Lake Cook Road in Deerfield, Illinois, more specifically described in Exhibit "A" attached and incorporated by reference.

B. Cork 'N Cleaver, Inc. was succeeded in its interest as Tenant under the Lease by MOXIE'S, INC. 1st National Bank of Lake Forest, as Trustee, under Trust Agreement U/T/A #4622 conveyed all its interest in the Lease to 1st National Bank of Lake Forest, as Trustee under Trust Agreement U/T/A 5318.

C. Assignor now desires to assign its rights, as Tenant under the Lease, to Assignee and Assignee desires to assume the obligations of Tenant under the Lease, all as of July 14, 1986, ("Effective Date").

NOW, THEREFORE, in consideration of their mutual promises, Ten Dollars (\$10.00), and other valuable consideration, the parties agree as follows:

Mullins STEAK AND ALE
 ATTN: MARGUERITE LINDROCK
 6666 ART FREEDOM
 DALLAS, TEXAS 75246
VLY 8867

86302290

14-330-8337
 11/11/86
 11-11-1986

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1. Assignor, as of the Effective Date, grants, assigns, conveys, sets over and delivers to Assignee all of its right, title and interest as Tenant in and to the Lease, together with all improvements, rights and appurtenances belonging or appertaining to such Lease.

2. As of the Effective Date, Assignee accepts and agrees to assume all of the obligations of Tenant under the Lease.

3. Assignor acknowledges and agrees that all obligations of Tenant under the Lease prior to the Effective Date shall be the obligation of Assignor and further acknowledges and agrees that this Assignment does not thereby relieve it of any of its obligations as Tenant to Landlord under the Lease, which obligations remain after the Effective Date, with respect to the Landlord, undiminished.

4. Assignor hereby agrees to indemnify and hold Assignee harmless against and from any and all loss, damage, injury or claims which would, if successfully prosecuted or litigated, result in the same, arising out of any untruth of any representation made by Assignor or any breach of any warranty made by Assignor herein. Assignee hereby agrees to indemnify Assignor with respect to any loss, cost, or damage incurred by Assignee arising out of Assignee's breach of the Lease after the Effective Date, except those breaches arising out of or resulting from any untruth in the representations of or any breach in the warranties of Assignor. The indemnification herein provided shall include all costs, counsel fees, and expenses incurred in connection with any such claim or any action or proceeding brought thereon.

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5. Wherever, under this Assignment, a provision is made for notice or delivery, such notice shall be in writing and any notice or delivery shall be deemed given or made on the date deposited in the U.S. Mail, Certified, Return Receipt Requested, to the other party at the address provided below:

Assignor: MOXIE'S, INC.
8601 Dunwoody Place, Suite 434
Atlanta, Georgia 30338
Att: Law Department

Assignee: STEAK AND ALE OF ILLINOIS, INC.
6606 LBJ Freeway
Dallas, Texas 75240
Att: Law Department

Either party may, by notice, change the address for notice under this Assignment.

7. This Assignment shall be governed by the laws of the State of Illinois.

8. In any action between the parties hereto seeking enforcement of any of the terms and provisions of this Assignment, the prevailing party in that action shall be entitled, in addition to damages, injunctive relief or other relief, to its reasonable costs and expenses, including court costs and reasonable attorneys' fees.

9. This Assignment shall inure to the benefit of and be binding upon Landlord, Assignor and Assignee and their respective successors and assigns.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date below their signatures.

Assignor: MOXIE'S, INC.

By: _____
Its: Vice President

Date: _____

ATTEST:

By: _____
Its: ~~Assistant Secretary~~

WITNESSES:

Assignee: STEAK AND ALE OF ILLINOIS, INC.

By: John G. Cook
Its: John G. Cook
Senior Vice President

Date: 7-14-86

ATTEST:

By: Marci M. McLean
Its: Marci M. McLean
Assistant Secretary

WITNESSES:

John G. Kessel
Marci M. McLean

CLERK OF COUNTY, ILLINOIS
RECORDS DEPARTMENT

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COOK COUNTY CLERK'S OFFICE

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date below their signatures.

Assignor:

MOXIE'S, INC.

By: James A. Banta

Its: Vice President

Date: July 10, 1986

ATTEST:

By: Regis J. Hoffbauer

Its: Assistant Secretary

WITNESSES:

Lawrence R. Brennan
William J. Smith

Assignee:

STEAK AND ALE OF ILLINOIS, INC.

By: _____

Its: _____

Date: _____

ATTEST:

By: _____

Its: _____

WITNESSES:

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CONSENT OF LANDLORD

The undersigned, as Landlord under the Lease identified above, hereby consents and agrees to the foregoing Assignment of Lease from Moxie's Inc. to Steak and Ale of Illinois Inc., which consent is contingent upon Assignee agreeing to the following terms:

1. Guaranty. Steak and Ale, the parent corporation of Assignee, shall execute a guaranty of payment and performance of the Lease.
2. Amendment. Simultaneous with the execution hereof, Assignee and Assignor shall execute and deliver an amendment to the Lease, as attached hereto as Exhibit "B".

Landlord: 1st National Bank of 5318
Lake Forest, as Trustees U/T/A #4622
and not personally or individually

By: Ronald A. Kilgus TRUST OFFICER

Date: 7/16/86

WITNESSES:

Ralph Stang
Melissa Lupan

Attached Exoneration Rider is incorporated herein

5.125

It is expressly understood and agreed by and between the parties hereto, notwithstanding that each and all of the parties hereto are hereby releasing, waiving, and agreeing to release, hereon made on the part of the Trustee of the Lease, all claims, demands, and causes of action, in law or in equity, for representation, covenants, undertakings and agreements of said Trustee, in this instrument and in any other instrument made and intended and to be made, warranties, indemnity, representations, covenants, undertakings and agreements, by the Trustee or for the Trustee or any other person or persons, in this instrument or in any other instrument, and this instrument is intended and to be intended to bind only that portion of the trust property specifically described herein, and this instrument is intended and to be intended to bind the Trustee and its own officers, directors, employees, and the powers conferred upon them, and the Trustee's personal liability, and responsibility is assumed by and shall not be asserted by, and shall not be a part of, the Trust Agreement, or any other instrument or agreement, in this instrument, on account of this instrument or on account of the warranty, indemnity, representations, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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(Assignor)

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss.

On July, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, known to me, or proved to me on the basis of satisfactory evidence, to be the persons who executed the within instrument as _____ and _____, respectively, or on behalf of MOXIE'S, INC., a Louisiana corporation and acknowledged to me that the corporation executed the same.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

("Assignee")

ACKNOWLEDGMENT

STATE OF TEXAS _____)
COUNTY OF DALLAS _____) ss.

On July 14, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jack G. Cook and Marci M. McLean, known to me, or proved to me on the basis of satisfactory evidence, to be the persons who executed the within instrument as Senior Vice President and Assistant Secretary, respectively, or on behalf of STEAK AND ALE OF ILLINOIS INC., a Nevada corporation, and acknowledged to me that the corporation executed the same.

WITNESS my hand and official seal.

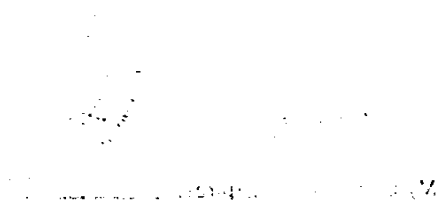
Marie Frazier
Notary Public in and for
Said County and State

Marie Frazier, Notary Public
in and for the State of
Texas at Large
My Commission Expires: 1-27-87

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(Assignor)

ACKNOWLEDGMENT

STATE OF Georgia)
COUNTY OF Cook) ss.

On July 14, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James J. Barrett and Regis J. Hebbeler, known to me, or proved to me on the basis of satisfactory evidence, to be the persons who executed the within instrument as Vice President and Asst. Secretary, respectively, or on behalf of MOXIE'S, INC., a Louisiana corporation and acknowledged to me that the corporation executed the same.

WITNESS my hand and official seal.

James O. Rogers
Notary Public in and for
Said County and State

NOTARY PUBLIC, GEORGIA, STATE AT LARGE
MY COMMISSION EXPIRES MAY 30, 1989

("Assignee")

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss.

On _____, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, known to me, or proved to me on the basis of satisfactory evidence, to be the persons who executed the within instrument as _____ and _____, respectively, or on behalf of STEAK AND ALE OF ILLINOIS, INC., a Nevada corporation, and acknowledged to me that the corporation executed the same.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

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("Lessor")

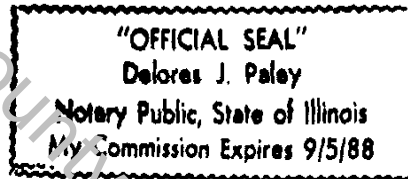
ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF LAKE) ss.

On JULY 16, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared RONALD A. KIGUS, 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.

WITNESS my hand and official seal.

Delores J. Paley
Notary Public in and for
Said County and State



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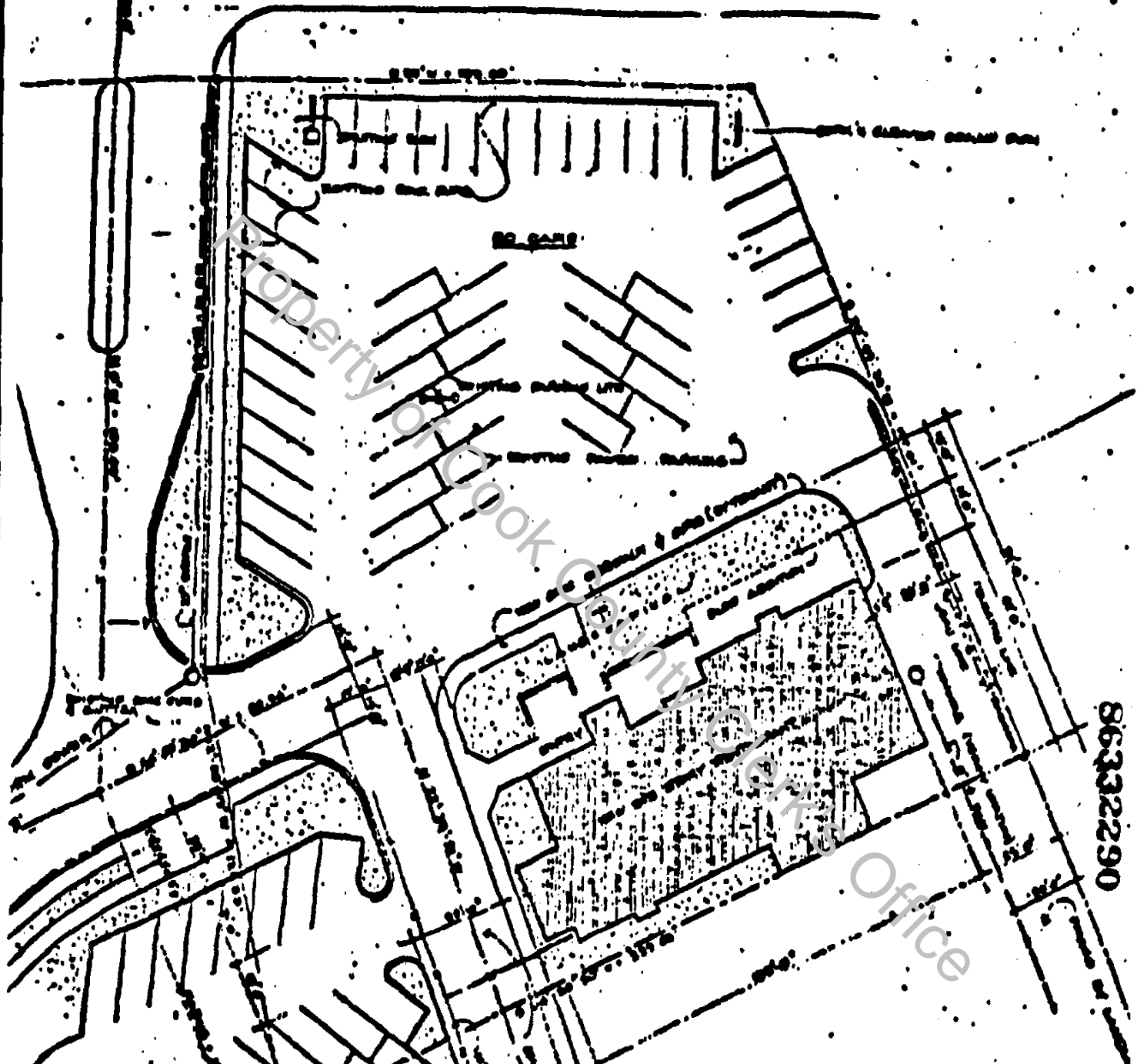
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EXHIBIT "A" 86332290

LAKE COOK ROAD



86332290

That part of lots 1 & 2, taken as a tract, bounded and described as follows: beginning at the intersection of the South line of Lake Cook Road, as per document 10627383, with the Easterly line of said Lot 1; thence South 25°09'30" East on the Easterly line of said Lot 1, a distance of 197.01 feet; thence South 64°30'30" West, a distance of 239.83 feet; thence North 12°30'09" West, a distance of 121.33 feet; thence North 0° East, a distance of 161.82 feet to the South line of Lake Cook Road aforesaid; thence North 90° East on said South line of Lake Cook Road, a distance of 159.60 feet to the place of beginning, all in Doney's Cook County Home Addition to Deerfield, a subdivision of part of the North half of section 4, township 42 North, range 12 East of the third principal meridian, in Cook County, Illinois.



SITE PLAN

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HY 111 (P) 6/3 3 2 2 7

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "Agreement") is made and executed this 14th day of July, 1986, by and between 1st National Bank of Lake Forest, as Trustee under Trust Agreement U/T/A #5318 (the "Lessor") and STEAK AND ALE OF ILLINOIS, INC., a Nevada corporation (the "Lessee").

RECITALS

A. Pursuant to that certain Ground Lease (the "Lease") dated April 22, 1977 by and between Lessor and Cork 'N Cleaver, Inc., the Lessor agreed to lease the real property located at 401 Lake Cook Road in Deerfield, Illinois, as more particularly described on Exhibit "A" (the "Premises") attached hereto.

B. Pursuant to merger, Cork 'N Cleaver, Inc. has been succeeded in interest by Moxie's, Inc. Moxie's, Inc. has transferred and assigned all of its right, title, and interest in and to the Lease and the Premises to Lessee, and Lessee has assumed and agreed to perform all of Moxie's Inc.'s covenants, agreements, duties and obligations as the Lessee under the Lease.

C. Lessor and Lessee desire to amend certain terms, conditions and covenants as set forth in the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and in consideration of the covenants, agreements, provisions and conditions as set forth in the Lease to be maintained and observed by Lessor and Lessee as set forth herein, Lessor and Lessee hereby agree to amend the Lease as follows:

I. Sections (b), (c) and (d) of Paragraph 2. on pages 3 and 4 of the Lease are hereby deleted in their entirety, and in their place, the following are substituted:

(b) At any time after the execution date hereof and upon Lessee's receipt of permits necessary to construct, own, and operate a "Bay Street" restaurant at the Premises, Lessor acknowledges that Lessee shall have the right to demolish all or any portion of the improvements situated on the Premises, provided Lessee constructs a "Bay Street" restaurant substantially in accordance with the elevations, plans and specifications submitted by Lessee and approved by Lessor as attached hereto as Exhibit "B" (the "Plans").

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(c) Lessee shall diligently prosecute its construction and renovations to completion in a good and workmanlike manner in accordance with the Plans and in compliance with all government approvals and permits. Construction shall be performed in such manner as to not materially interfere with the operation of the Lake Cook Plaza Shopping Center or the business of any tenant therein. Lessee shall hold Lessor harmless and indemnify Lessor for any and all damages, claims, losses and injuries arising during Lessee's construction, including any and all reasonable legal costs that may be incurred. Lessee shall complete its construction and open for business as a "Bay Street" restaurant not later than fourteen (14) months from the execution date hereof. Lessee's completion of its construction shall be evidenced by a certificate of completion and/or occupancy issued by the appropriate government authorities, copies of which shall be delivered to Lessor.

(d) If Lessee does not complete the construction of a "Bay Street" restaurant within eleven (11) months after the execution date hereof, Lessee shall be obligated to pay Lessor (in addition to payment of rent as provided in the Lease), as liquidated damages and not as a penalty, the sum of ONE HUNDRED DOLLARS (\$100.00) per diem, commencing on the last calendar day of the eleventh month after the execution date hereof and on the last day of each calendar month thereafter, until such time as the "Bay Street" restaurant is constructed.

II. Paragraph 9. of the Lease restricts Lessor from competing with a restaurant which specializes in serving steak and prime rib menu items within the Lake Cook Plaza Shopping Center. Lessee hereby agrees to release Lessor from the restrictive covenant respecting steak and prime rib menu items, and in exchange thereof, Lessor agrees not to compete, directly or otherwise, with a restaurant concept which specializes in fish and seafood as the primary food menu items within the Lake Cook Shopping Center, provided that the Lessee remains a primarily fish and seafood restaurant concept.

III. Paragraph 10. of the Lease provides that Lessee shall open a Cork 'N Cleaver restaurant on the Premises. Lessor hereby acknowledges that: (1) a Cork 'N Cleaver restaurant did operate on the Premises with Lessor's consent; and (2) a "Cisco's" restaurant is presently operating on the Premises with the consent of Lessor herein; and (iii) Lessee shall have the right to construct, open and operate a "Bay Street" restaurant on the Premises, provided Lessee performs and completes the "Bay Street" restaurant in accordance with Paragraph 2. of the Lease, as amended by this Agreement.

IV. The following is hereby inserted as the third and fourth paragraphs of Paragraph 10 of the Lease:

Lessor and Lessee acknowledge and agree that Lessee will initially occupy the Premises and operate its business thereon as a restaurant serving the same items as are commonly served at

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"Bay Street" restaurants throughout the United States of America. Subject to the terms and conditions set forth in this Lease, as amended by this Agreement, Lessee shall have the right to change its menu to offer other or additional food items, provided Lessee shall in no event serve primarily the same food similar to and in direct competition with any other tenant then occupying space in the Lake Cook Shopping Center.

In the event that Lessee determines that it would be necessary or desirable to change the nature or type of restaurant operated upon the Premises, Lessee shall have the right to cease operating its business upon the Premises for a period not to exceed four (4) consecutive months, in order to undertake and complete such alterations as Lessee may deem necessary or desirable in connection with such change, provided Lessee promptly commences and diligently prosecutes such alterations to completion (the "Alteration Period"). Lessee shall have such right to make alterations to the Premises no more than three (3) times during the term of this Lease, and the same may be extended as provided herein. Any such alterations shall be subject to the terms and conditions as set forth in this Lease. During any such Alteration Period, Lessee shall remain fully responsible for the payment of minimum rental and all other rents, charges and expenses to be paid by Lessee as provided in this Lease. For the purpose of calculating Lessee's percentage rental obligations during the Alteration Period, Lessee shall base such calculations on the average percentage rental paid by Lessee to Lessor over the highest consecutive six (6) month period preceding the Alteration Period; further, any and all payment of percentage rental for any such Alteration Period shall be based upon the number of months that Lessee remains open and operating during each calendar year, less the number of months (prorated on a 30 day basis) that Lessee remains closed during the Alteration Period.

V. In the event of any inconsistency between the terms and conditions of this Agreement and the Lease, then in such event the terms and conditions of this Agreement shall govern and control the rights and obligations of the parties hereto. Except as expressly amended by this Agreement, all of the terms, covenants, agreements, provisions and conditions as set forth in the Lease shall remain unmodified, in full force and effect, are hereby ratified and affirmed by the parties hereto, and are hereby incorporated herein in full by this reference.

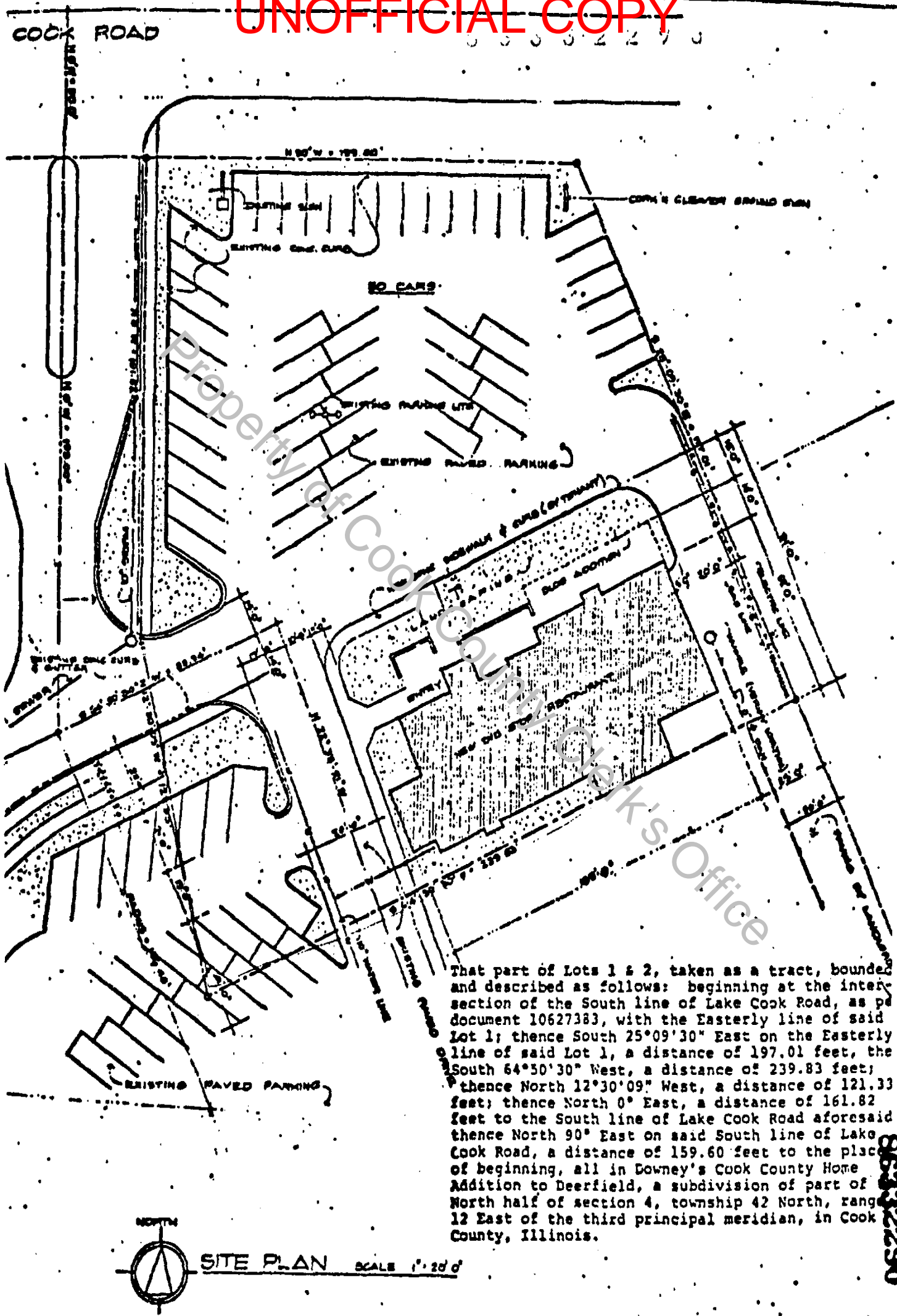
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COOK ROAD



That part of Lots 1 & 2, taken as a tract, bounded and described as follows: beginning at the intersection of the South line of Lake Cook Road, as per document 10627383, with the Easterly line of said Lot 1; thence South 25°09'30" East on the Easterly line of said Lot 1, a distance of 197.01 feet, thence South 64°50'30" West, a distance of 239.83 feet; thence North 12°30'09" West, a distance of 121.33 feet; thence North 0° East, a distance of 161.82 feet to the South line of Lake Cook Road aforesaid thence North 90° East on said South line of Lake Cook Road, a distance of 159.60 feet to the place of beginning, all in Downey's Cook County Home Addition to Deerfield, a subdivision of part of North half of section 4, township 42 North, range 12 East of the third principal meridian, in Cook County, Illinois.

NORTH



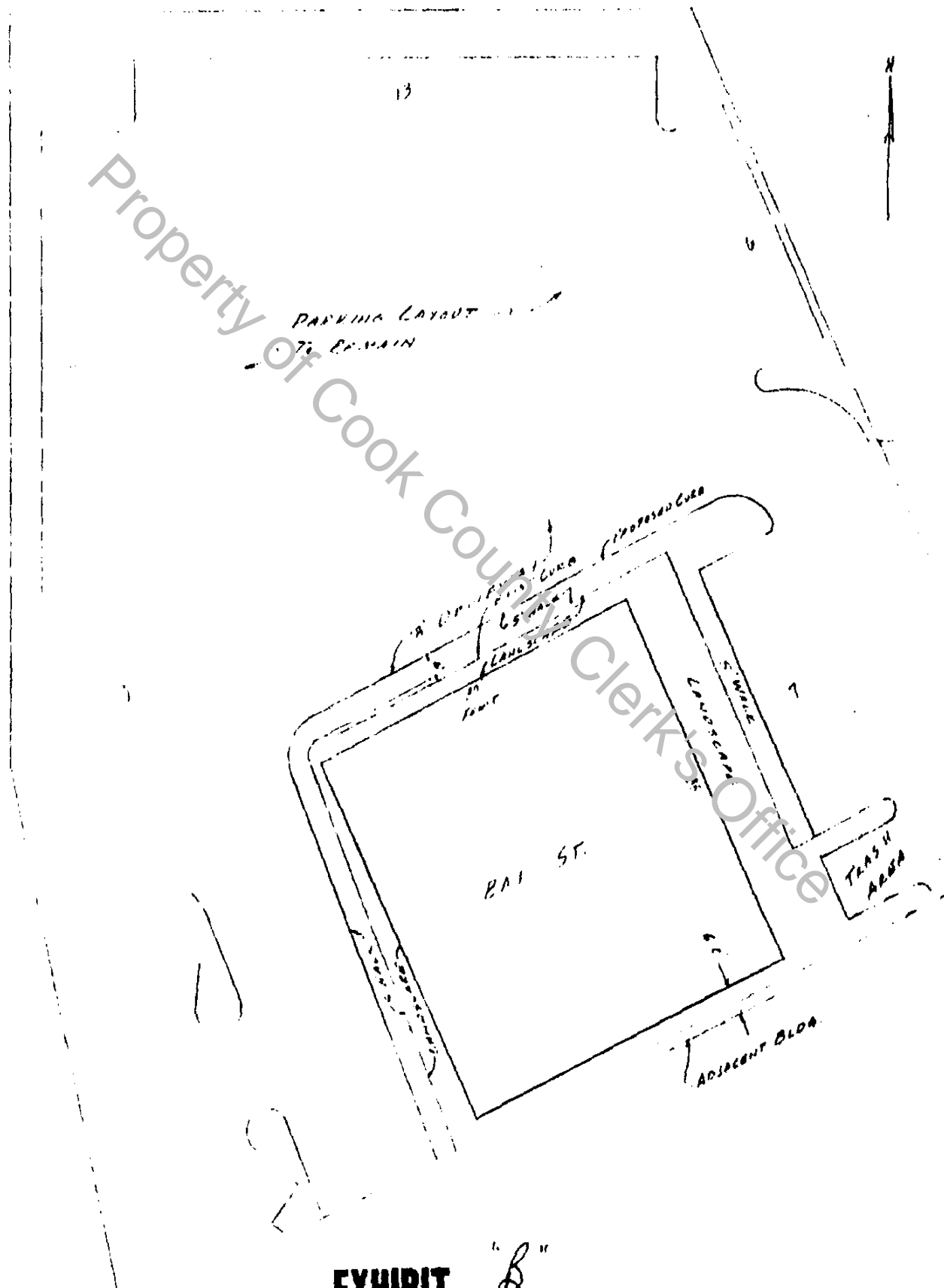
SITE PLAN SCALE 1" = 20'

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Case Code No.



EXHIBIT

"B"

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EXHIBIT

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PLAT

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