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ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE is made and entered into as of the 24th day of November, 1993, by and between CHICAGO DOUBLE DRIVE-THRU, INC., an Illinois corporation (the "Assignor"), and CHECKERS DRIVE-IN RESTAURANTS, INC., a Delaware corporation, or its designee or subsequent assignee (the "Assignee").

DEPT-01 RECORDING

\$39.50

RECITALS:

TABULAR FROM 0912 04/25/94 15:13:00

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A. Assignee and Assignor, have entered into that certain letter of intent, dated November 16, 1993 (the "Letter of Intent"), which contemplates the negotiation and execution of a definitive purchase agreement and related and other documents (collectively the "Purchase Agreement") pursuant to which Assignee will purchase all of the assets of certain partnerships in which Assignor is the managing general partner in respect of: (i) sixteen (16) Checkers restaurants currently operated in the Chicago, Illinois metropolitan area (the "Old Operating Restaurants"); and, (ii) five (5) Checkers restaurants currently under development in the Chicago, Illinois metropolitan area (the "Old Developing Restaurants").

B. Assignor and Assignee, together with certain other individuals and entities related to Assignor, have entered into that certain Construction Funding Agreement, dated November 23, 1993 (the "Funding Agreement"), whereby the parties thereto have agreed, among other things, to the terms and conditions upon which Assignee may fund (pending the execution of and a closing under the Purchase Agreement) certain construction and development costs incurred by Assignor in connection with the construction of each of the Old Developing Restaurants.

C. Pursuant to the terms of the Funding Agreement, prior to the advancement of any funds by Assignee to Assignor in respect of the Old Developing Restaurants, Assignor is required, among other things, to execute and deliver to Assignee an assignment, in recordable form, of Assignor's interest as tenant in, to and under that certain Lease (the "Lease"), dated October 15, 1992, between Top Form Property Corp., as landlord, and Assignor, as tenant, for the real property described on Exhibit A, attached hereto and made a part hereof (the "Leased Premises"), a true, complete and correct of which Lease is attached as Exhibit B hereto.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Assignor and Assignee hereby agree as follows:

This instrument was prepared by:

Susan Elliott, Esq.
Jones, Day, Reavis & Pogue
77 W. Wacker, Suite 3500
Chicago, IL 60601-1692

P.I.N. Number: 20-20-231-034 L76
20-20-231-035 L75
20-20-231-036 L74
20-20-231-037 L73
20-20-231-038 L72
20-20-231-039 L71

SK
PK

Property Address: 6646 S. Halsted
Chicago, IL

Handwritten signature/initials

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1. The terms, provisions and conditions of the Funding Agreement are incorporated in this Assignment by reference as if fully rewritten herein.

2. Assignor does hereby assign, transfer, convey and set over unto Assignee, its successors and assigns, for the purposes set forth in the Funding Agreement and in accordance with the terms, provisions and conditions thereof, all of Assignor's rights, titles, interests, powers, and privileges as tenant in, to and under the Lease.

3. Assignor hereby represents and warrants to Assignee that:

(a) Assignor has good title to, and good right to assign and transfer, said Lease in the manner and form as aforesaid, and upon such assignment and transfer of the Lease to Assignee, the Lease will vest in Assignee and will continue to be legal, valid and binding in accordance with its terms and in full force and effect on the identical terms as set forth therein;

(b) the Lease is in good standing, valid and in full force and effect;

(c) the Lease is assignable to Assignee without the consent of the lessor thereunder (or, if such consent is required, that such consent of such lessor has been obtained and has not been rescinded) or the consent of any other third party;

(d) there is no breach or default by Assignor, nor to Assignor's knowledge, by any other party, in the performance, observance or fulfillment of any obligations, covenants, liabilities or conditions contained in the Lease, and no event has occurred or condition exists that with or without notice, lapse of time or the happening or occurrence of any other event would constitute a breach or default, or permit termination, modification or acceleration, by any party to, or bound by, the Lease;

(e) Assignor has not received any notice that any person intends or desires to amend, or to rescind, release, waive, cancel or terminate the Lease, and no party to, or bound by, the Lease has repudiated any provision thereof and there are no disputes, oral agreements or forbearance programs in effect as to the Lease;

(f) the Lease has not been pledged, transferred, conveyed, mortgaged, deeded in trust or encumbered in any way, and each owner of the Leased Property, and each owner of any leasehold interest therein from or through which Assignor has been granted its leasehold interest in the Leased Premises, has good, valid, complete and marketable title to the Leased Premises, or has a good, valid and subsisting leasehold estate in the Leased Premises, as the case may be, free and clear of any liens or security interests, and from and after this assignment, no

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person or entity will have or claim to have any possessory or ownership interest in the Lease other than Assignee;

(g) there are no other leases, subleases, licenses, concessions or other agreements, written or oral, granting to any party or parties the right of use or occupancy of the Leased Premises or any part thereof, and there are no persons or entities, other than Assignor, in possession of the Leased Premises;

(h) the Leased Premises has not been used by Assignor, by the lessor under the Lease, or, to Assignor's best knowledge, by any other third party for the handling, treatment, storage or disposal of any Hazardous Substance (as hereinafter defined), and no release, discharge, spillage or disposal into the environment of any Hazardous Substance and no soil, water or air contamination by any Hazardous Substance has occurred or is occurring in, from or on the Leased Premises;

(i) Assignor has complied with all reporting requirements under any applicable federal, state or local environmental laws or permits, and there are no existing violations by Assignor of any such environmental laws or permits;

(j) there are no claims, actions, suits, proceedings or investigations related to the presence, release, production, handling, discharge, spillage, transportation or disposal of any Hazardous Substance or ambient air conditions or contamination of soil, water or air by any Hazardous Substance pending or threatened with respect to the Leased Premises, or otherwise against Assignor, in any court or before any state, federal or other governmental agency or private arbitration tribunal and there is no basis for any such claim, action, suit, proceeding or investigation;

(k) there are no underground storage tanks on the Leased Premises, and no building or other improvement presently located on the Leased Premises contains, nor will any building or other improvement constructed on the Leased Premises by or on behalf of Assignor contain, any asbestos or asbestos-containing materials, and all such buildings now located on the Leased Premises, or hereinafter constructed on the Leased Premises by or on behalf of Assignor, are and will be, upon completion of construction, free of radon contamination;

(l) the Illinois Responsible Property Transfer Act of 1988, as amended ("IRPTA") is not applicable to the transaction contemplated hereunder because:
(i) there are no underground storage tanks on or in the Leased Premises, and
(ii) the Leased Premises as used by Assignor is not subject to the reporting requirements under Section 312 under the Federal Emergency Planning Community Right to Know Act, as amended;

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(m) there is legal ingress and egress to the Leased Premises sufficient for the operation of a Checkers restaurant, and Assignor has valid and enforceable rights of ingress and egress in, to, over and across all roadways, drives, entrances, exits and areas which are currently used for or provide access to or from the Leased Premises;

(n) public gas, water, sanitary sewer, storm sewer, drainage, electric and telephone lines are located on the Leased Premises or within adjoining public rights-of-way at the Leased Premises, and Assignor has not received notice of, nor does Assignor have any knowledge of, any proposed or actual assessments against the Leased Premises relating to utilities, sewers, roadways, other improvements or other matters;

(o) there are no pending or threatened condemnation, eminent domain, or similar proceedings or legislation affecting or relating to the Leased Premises or any portion thereof, nor, to Assignor's best knowledge, are any such proceedings contemplated by any governmental authority;

(p) the zoning classification for the Leased Premises permits the intended use for operation of a Checkers restaurant, and Assignor has received no notice of violation of any applicable zoning or building regulation, ordinance or other law, regulation or requirement relating to Assignor's operations on the Leased Premises or elsewhere, or with respect to any of Assignor's other properties, and there are no violations or grounds therefor which could adversely affect the operation of the Leased Premises as a Checkers restaurant; and

(q) Assignor holds all governmental and non-governmental licenses, certificates, permits, consents, variances, approvals, authorizations, exemptions, classifications, franchises and rights necessary for the construction of a Checkers restaurant, and all such licenses, certificates, permits, consents, variances, approvals, authorizations, exemptions, classifications, franchises and rights (collectively, the "Licenses") are in full force and effect; to Assignor's best knowledge, there is no basis for any action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand which would have the result of challenging the legality, validity or enforceability of any of the Licenses, and Assignor is in full and complete compliance with all of the terms, provisions and conditions of the Licenses and all of the requirements thereof, and neither the execution of this Assignment nor the consummation of the transaction contemplated hereby will result in the termination of the Licenses.

As used in this Section 3, the term "Hazardous Substance" shall mean any dangerous, hazardous or toxic substance or waste, or any pollutant as those terms are defined by any applicable federal, state or local law, ordinance, regulation, policy, judgment, decision, order or decree, including, without limitation, the Comprehensive Environmental Recovery Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, the Hazardous

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Materials Transportation Act, 49 U.S.C. § 1801 et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Clean Air Act, 42 U.S.C. § 7401 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., and petroleum, petroleum products, oil or any fraction thereof.

4. Assignor hereby indemnifies and agrees to hold harmless Assignee from and against any and all liabilities, claims, demands, obligations, assessments, losses, costs, damages, and expenses arising out of, pertaining to or in any way connected with Assignor's obligations, duties or liabilities under the Lease prior to the date hereof.

5. Assignor and Assignee each acknowledge that the Funding Agreement also requires, among other things, the execution and delivery of a sublease between Assignor and Assignee, in form and substance reasonably satisfactory to Assignee, whereby Assignee shall sublease the Leased Premises to Assignor on the basis of a direct pass through to Assignor of all obligations of Assignee under the Lease. In contemplation of the execution and delivery of the sublease, Assignor agrees, pursuant to this Assignment, to continue to perform the obligations of tenant under the Lease until such time as such sublease shall be executed and delivered by Assignor and Assignee, at which time such obligations shall arise out of be pursuant to the terms, provisions and conditions of such sublease. The foregoing acknowledgements and agreements shall not, and are not intended, to impair, modify or otherwise limit the absolute assignment to Assignee of Assignor's interest in the Lease set forth in Paragraph 2 above.

6. At Assignee's request, Assignor promptly shall cause a memorandum of the Lease in recordable form to be executed by the landlord thereunder and delivered to Assignee for execution and recording.

7. This Assignment shall bind and inure to the benefit of the parties and their respective successors, legal representatives and assigns.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed under seal as of the date first above written.

CHICAGO DOUBLE DRIVE-THRU, INC.

By: [Signature]
Its: [Signature]

CHECKERS DRIVE-IN RESTAURANTS, INC.

By: [Signature]
Its: James F. White, Jr.
Chief Operating Officer

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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, DENISE M. MCGOWAN, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that TJ SINGER, the President of Chicago Double Drive-Thru, Inc., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said President for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of November, 1993

Denise M. McGowan

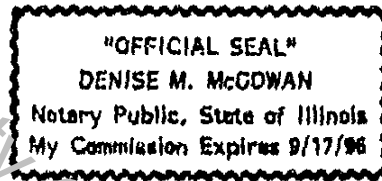
Notary Public

DENISE M. MCGOWAN

Type or Print Name

My Commission Expires:

9/17/96



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Florida
STATE OF ~~ILLINOIS~~)
) SS
COUNTY OF Pinellas)

I, Linda Mackay, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that James F. White, Jr. the Chief Operating Officer of Checkers Drive-In Restaurants, Inc., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such C.O.O. appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said C.O.O. for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of December, 1993

Linda Mackay
Notary Public

Linda Mackay
Type or Print Name

My Commission Expires:

6-18-97



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7-1-1072
EXHIBIT A

LEGAL DESCRIPTION

Lots 71, 72, 73, 74, 75 and 76 in Wheeler's Subdivision of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

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EXHIBIT B

For purposes of recording this Assignment of Lease (this "Assignment"), the Lease referenced on page 1 of this Assignment has been removed. A true, complete and correct copy of such Lease is in the possession of the Assignee. A Memorandum of such Lease was recorded in the real estate records of Cook County on January 4, 1994, as Document No. 94008506.

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