

PREPARED BY AND  
RETURN TO:

PIPER MARBURY RUDNICK & WOLFE  
203 NORTH LASALLE STREET  
SUITE 1800  
CHICAGO, ILLINOIS 60601  
ATTN: JOHN T. CUSACK, ESQ.



00016862

*This space reserved for Recorder's use only.*

Property of

**ASSIGNMENT OF LEASE**

**FOR VALUE RECEIVED**, effective as of January 6, 2000 (the "Effective Date") the undersigned, **PALMOLIVE VENTURE LLC**, a Delaware limited liability company ("PV LLC") and each of the Delaware limited liability companies (the "Exchanging Partners") listed on Schedule 1 attached hereto acting through JRC Manager 919, Inc., and Illinois corporation, in its capacity as sole Manager of each of the Exchanging Partners (the Exchanging Partners and PV LLC are collectively referred to herein as the "Assignor"), hereby assign, transfer and set over, to **LEHNDORFF 919 MICHIGAN LLC**, an Illinois limited liability company (the "Assignee"), all interest of the Assignor in that certain Lease by and between demising Lessor's predecessor-in-interest, The Prudential Insurance Company of America and Lessee's predecessor-in-interest, 2000 Corporation entered into that certain Lease dated December 26, 1958, a memorandum of which Lease was recorded December 26, 1958, as Document 17413313, as amended by Agreement between The Prudential Insurance Company of America and American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated October 8, 1959, and known as Trust Number 14758, dated November 30, 1961, and recorded December 7, 1961, as Document 18349717, as amended by instrument recorded June 1, 1983, as Document 26626015, and amended by instrument, a memorandum of which was dated July 13, 1989, and recorded July 21, 1989, as Document 89334936, which Lease demises the land for a term of years beginning December 15, 1958, at 12:00 noon and ending December 14, 2029 (collectively, the "Lease"), and leasing the premises described on Exhibit A attached hereto and made part hereof ("Premises"), together with all rents payable under the Lease and all benefits and advantages to be derived therefrom to hold and receive them unto the Assignee.

A. Assignee hereby accepts the foregoing assignment of the Lease effective as of the Effective Date and assumes all of the obligations of the lessee under the Lease arising on or after the Effective Date.

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B. Notwithstanding anything to the contrary contained herein the parties hereby agree that: (i) there shall be no personal liability on the part of Assignor or any manager or member of Assignor, or the partners, heirs, personal representatives, successors or assigns of any such manager or member, for the enforcement and performance of this Assignment; (ii) the Assignee will not seek any judgment for a deficiency against Assignor or any manager or member of Assignor, or the partners, heirs, personal representatives, successors or assigns of such manager or member, in any action related to the enforcement and performance of this Assignment; and (iii) in the event that any suit is brought for the enforcement or performance of this Assignment, any judgment obtained in such a suit will not be enforced personally against Assignor or any manager or member of Assignor, or the partners, heirs, personal representatives, successors or assigns of any such manager or member. Nothing contained herein shall, however, limit or modify, in anyway, any liability Assignor may have under Section 16(a) of that certain Settlement Agreement dated December 17, 1999, by and among Leindorff 919 Michigan Associates, a Texas joint venture, Assignor and Palmolive Venture, an Illinois limited partnership.

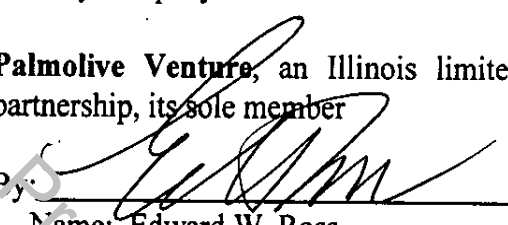
**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, Assignor has executed this Assignment as of January 6, 2000.

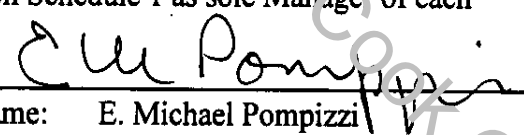
**ASSIGNOR:**

**PALMOLIVE VENTURE LLC**, a Delaware limited liability company

By: **Palmolive Venture**, an Illinois limited partnership, its sole member

By:   
Name: Edward W. Ross  
Its: General Partner

**JRC MANAGER 919, INC.**, an Illinois corporation, on behalf of the Exchanging Partners listed on Schedule 1 as sole Manager of each

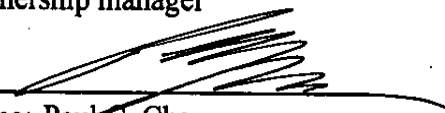
By:   
Name: E. Michael Pompizzi  
Its: Executive Vice President

**ASSIGNEE:**

**LEHNDORFF 919 MICHIGAN LLC**, an Illinois limited liability company

By: **Lehndorff 919 Michigan Associates**, a Texas joint venture, its managing member

By: **L&B Realty Advisors, Inc.**, a Delaware corporation, its partnership manager

By:   
Name: Paul C. Chapman  
Its: Executive Vice President

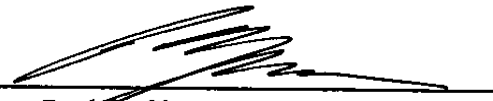
CONSENT AND RELEASE

The undersigned, being the current landlord under the Lease, does hereby consent to the foregoing Assignment of Lease and agrees that the Assignor and its predecessors in interest, being American National Bank and Trust Company, not individually but as Trustee under Trust Agreement dated November 15, 1979 amended May 9, 1983, and known as Trust No. 48322 and Palmolive Venture, an Illinois limited partnership, shall be released of all liability under the Lease effective as of the Effective Date. Nothing herein shall be deemed to be a consent to any other or further assignment of the Lease.

**LANDLORD:**

**LEHNDORFF 919 MICHIGAN ASSOCIATES**, a  
Texas joint venture

By: **L&B Realty Advisors, Inc.**, a Delaware  
corporation, its partnership manager

By:   
Name: Paul C. Chapman  
Its: Vice President

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STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK        )

I, Kathy Wilson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Edward W. Ross, a general partner of Palmolive Venture, an Illinois limited partnership, the sole member of Palmolive Venture LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such general partner appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said partnership, in his capacity as general partner for the uses and purposes therein set forth.

GIVEN under hand and notarial seal this 6<sup>th</sup> day of January, 2000.

Kathy Wilson  
Notary Public

My Commission Expires: 1/11/2003



# UNOFFICIAL COPY

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STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK    )

I, Kathy Wilson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that E. Michael Pompizzi, personally known to me to be the Executive Vice President of JRC MANAGER 919, INC., an Illinois corporation as sole manager of each of the Exchanging Partners listed on Schedule 1 and personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act and as the free and voluntary act of said corporation, in its capacity as sole manager of each of the Exchanging Partners listed on Schedule 1 hereto, for the uses and purposes therein set forth.

GIVEN under hand and notarial seal this 6<sup>th</sup> day of January, 2000.

Kathy Wilson  
Notary Public

My Commission Expires: 1/11/2005



# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK        )

00016862

I, Kathy Wilson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Paul C. Chapman, personally known to me to be the Executive Vice President of L&B Realty Advisors, Inc., a Delaware corporation, partnership manager of Lehndorff 919 Michigan Associates, a Texas joint venture, managing member of Lehndorff 919 Michigan LLC, an Illinois limited liability company, personally known to me to be the Executive Vice President of said corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such Executive Vice President signed and delivered the said instrument and caused the corporate seal to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under hand and notarial seal this 6<sup>th</sup> day of January, 2000.

Kathy Wilson  
Notary Public

My Commission Expires: 1/11/2003



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## EXHIBIT A

### LEGAL DESCRIPTION

#### Parcel 1

The North half of that certain tract of land described as follows: Lots 23 to 31 both inclusive in Allmendinger's Lake Shore Drive Addition to Chicago, a subdivision of part of Block 13 in the Canal Trustees Subdivision of the South fractional quarter of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian upon which parcel there is located the building commonly known as 919 N. Michigan Avenue.

#### Parcel 2 - Easement

The easement for light, air and view for the benefit of Parcel 1 over and upon the premises described as follows: commencing at a horizontal plane parallel to and 63 feet above Chicago City Datum and extending vertically upwards to the zenith, at a point on the South line of Parcel 1, 62 feet East of the Westerly line of said Parcel 1, thence South along a line parallel to and 62 feet East of the Westerly line of Lots 26 and 27 in Allmendinger's Lake Shore Drive Addition to Chicago aforesaid (said Westerly line of Lots 26 and 27 aforesaid, being a continuation of the Westerly line of Parcel 1 extended South) a distance of 25 feet to a point in said Lot 26, thence East along a line parallel to the South line of Parcel 1 a distance of 28 feet to a point in Lot 24 in said Allmendinger's Lake Shore Drive Addition to Chicago aforesaid, thence North along a line parallel to the Westerly line of Lot 26 and 27 aforesaid a distance of 25 feet to the South line of Parcel 1, thence West along the South Line of Parcel 1 a distance of 88 feet to the place of beginning, as created by agreement between the Palmolive-Peet Company, a corporation of Delaware, and Chicago Title and Trust Company, a corporation of Illinois, as trustee under trust agreement dated July 25, 1927 and known as Trust No. 19104, dated March 31, 1928 and recorded April 30, 1928 as Document No. 10005790 and also recorded on June 21, 1932 as Document No. 11106014, all in the Recorder's Office of Cook County, Illinois.

Street Address: 919 North Michigan Avenue  
Chicago, Illinois

PIN: 17-03-213-001



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## SCHEDULE 1

(List of the "Exchanging Partners")

1. E.G. 919 LLC;
2. L.R. 919 LLC;
3. J.G. 919 LLC;
4. V.P. 919 LLC;
5. B.C. 919 LLC;
6. R.F. 919 LLC;
7. CI 919 LLC;
8. M.G. 919 LLC;
9. SW 18-919 LLC;
10. TW 18-919 LLC;
11. JRC 919 LLC;
12. JW DEC 919 LLC;
13. M.F. 919 LLC;
14. RGP 919 LLC
15. R.K. 919 LLC; and
16. W.K. 919 LLC.

PROPERTY OF COOK COUNTY CLERK'S OFFICE