



Doc#: 1033644019 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/02/2010 01:04 PM Pg: 1 of 8

This document was prepared by:

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Chicago, Illinois 60601
Attn: Erica S. Sitkoff

After recording return to:

Cynthia Nelson
Gardere Wynne Sewell LLP
1601 Elm Street
Suite 3000
Dallas, Texas 75201

SUBSEQUENT TAX BILLS TO BE SENT TO:

AP AIM Rosemont Owner LLC
c/o Aimbridge Hospitality LP
4100 Midway Road
Suite 2115
Carrollton, Texas 75007

SEE Document NO. 1033644019 FOR STAMPS

**ASSIGNMENT OF GROUND LEASE
AND
ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made as of November 30, 2010, by and between **HYATT EQUITIES, L.L.C.**, a Delaware limited liability company ("Assignor"), and **AP AIM ROSEMONT OWNER LLC**, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor and AP AIM Chicago, LLC ("**Original Purchaser**") have entered into that certain Agreement of Purchase and Sale dated October 14, 2010, as amended and restated by that certain Amended and Restated Agreement of Purchase and Sale executed November 12, 2010, but dated effective as of October 14, 2010, and as assigned from Original Purchaser to Assignee for the purchase and sale of Assignor's leasehold interest in the parcels of land described in Exhibit A hereto (the "**Property**"), and certain other property (as may be further amended and/or restated from time to time, the "**Purchase Agreement**").

B. In conjunction with the sale and purchase of the Property, the Purchase Agreement obligates Assignor to assign to Assignee, and Assignee to assume, all of the

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Assignor's rights, title and interest under the Ground Lease (defined below), subject to the terms and conditions set forth in this Assignment.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions herein contained, the parties hereto (together, the "**Parties**," and each sometimes a "**Party**") hereby act and agree as follows:

1. **Assignment.** Assignor hereby assigns, sets over and transfers to Assignee, and Assignee hereby takes and accepts from Assignor, all of Assignor's rights, title and interest in, under and to that certain ground lease described on Exhibit B attached hereto and made a part hereof ("**Ground Lease**") for the property commonly known as 6350 North River Road, Rosemont, Illinois, which property is legally described on Exhibit A attached hereto and made a part hereof. This Assignment is made without warranty or representation by, or recourse against, Assignee of any kind whatsoever except as may be set forth in the Purchase Agreement.

2. **Assumption of Obligations and Liabilities by Assignee.** Assignee hereby assumes all of the obligations and liabilities of Assignor under the Ground Lease accruing from and after the date hereof.

3. **No Impairment of Purchase Agreement Provisions.** Nothing contained in this Assignment shall be deemed to limit, waive or otherwise derogate from any warranty, representation, covenant or indemnification made in the Purchase Agreement by either Party, or to waive or abrogate any limits on liability specified in the Purchase Agreement, and none of such provisions in the Purchase Agreement shall be deemed to have merged into this Assignment.

4. **Further Assurances.** Assignor shall promptly execute and deliver to Assignee any additional instrument or other document which Assignee reasonably requests to evidence or better effect the assignment contained herein.

5. **Counterparts.** This Assignment may be executed in any number of counterparts and by each Party on a separate counterpart or counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

6. **Governing Law.** This Assignment shall be deemed to be an agreement made under the laws of the state where the Property is located and for all purposes shall be governed by and construed in accordance with such laws.

7. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of each of the Parties and its successors and assigns.


8. **Warranty of Signers.** Each individual executing and delivering this Assignment on behalf of a Party hereby represents and warrants to the other Party that such individual has been duly authorized and empowered to make such execution and delivery.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed and delivered by their respective representatives, thereunto duly authorized, as of the date first above written.

HYATT EQUITIES, L.L.C., a Delaware limited liability company

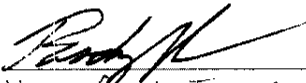
By: 
Name: Harmit Singh
Title: Vice President, Treasurer

[Signatures continued on next page]

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AP AIM ROSEMONT OWNER LLC, a
Delaware limited liability company

By: 
Name: Randy Torres
Title: President

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ACKNOWLEDGEMENTS

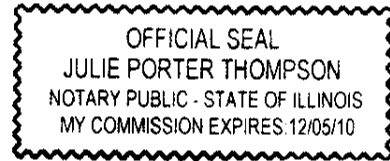
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Julie Porter Thompson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Vijay Singh, the Vice President of Hyatt Equities, L.L.C., a Delaware limited liability company, who is 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/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27 day of November, 2010.

Julie Porter Thompson
Notary Public

My commission expires 12-5-10



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STATE OF ~~TEXAS~~ ^{New York})
COUNTY OF ~~TARRANT~~ ^{New York}) SS

I, Janelle Lannan, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Randy Torres, the President of AP AIM ROSEMONT OWNER 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, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of November, 2010.

JANELLE LANNAN
Notary Public, State of New York
No. 01LA6198512
Qualified in King County
Commission Expires Dec. 22, 2012

Janelle Lannan
Notary Public

My commission expires _____

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EXHIBIT A

Legal Description of Land

PARCEL 1:

THAT PART OF LOT 3 IN GERHARD HUEHL ESTATE DIVISION IN SECTION 3, TOWNSHIP 40 NORTH RANGE 12 AND SECTION 34, TOWNSHIP 41, NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, THENCE WEST ALONG THE NORTH LINE OF SAID LOT 3, 272.37 FEET; THENCE SOUTH ON A LINE FORMING A 90-DEGREE ANGLE WITH THE NORTH LINE OF SAID LOT 3, 239.68 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 3, 336.37 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTHWESTERLY ALONG THE EAST LINE OF SAID LOT 3, 248.08 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART TAKEN IN CONDEMNATION CASE 85 L 50688 FOR HIGHWAYS AND ALSO THAT PART DEDICATED FOR DEVON AVENUE AS PER DOCUMENT NO. 10591813 AND FURTHER EXCEPTING THEREFROM THAT PART DESCRIBED IN EXHIBIT "A" OF AND RELEASED BY DOCUMENT RECORDED NOVEMBER 17, 2010 AS DOCUMENT 1032108244), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ACCESS EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF RECIPROCAL JOINT ACCESS EASEMENT BY AND BETWEEN THE VILLAGE OF ROSEMONT, AN ILLINOIS MUNICIPAL CORPORATION AND THE AMERICAN ACADEMY OF ORTHOPAEDIC SURGEONS, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, DATED APRIL 3, 1998 AND RECORDED APRIL 30, 1999 AS DOCUMENT 99418973, AS AMENDED BY FIRST AMENDMENT TO GRANT OF RECIPROCAL JOINT ACCESS EASEMENT RECORDED MARCH 6, 2008 AS DOCUMENT 0806622006.

TAX NO.: 12-03-100-024-8002, 12-03-100-024-8001

ADDRESS: 6350 NORTH RIVER ROAD, ROSEMONT, ILLINOIS

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EXHIBIT B

Ground Lease

Lease and Agreement for Development between Village of Rosemont and HT-Rosemont Annex, Inc. dated April __, 1998, a memorandum of which was recorded April 30, 1999 as document 99418972, as amended by First Amendment to Lease and Agreement for Development dated June 3, 1998, as assigned by Assignment and Assumption of Lease and Agreement for Development and Operation and Easement Agreement from HT-ROSEMONT ANNEX, INC., a Delaware corporation, to HYATT EQUITIES, L.L.C., a Delaware limited liability company, dated February 2, 2000 and recorded February 8, 2000 as document 00099048, as partially released by that Partial Release of Lease and Consent to Temporary Easement dated November 2, 2010, and recorded November 17, 2010, as document 1032108244.