



# UNOFFICIAL COPY

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

LANDMARK DIVIDEND LLC  
1700 E. Walnut Ave.  
Suite 400  
Los Angeles, CA 90245  
Attn: Legal Dept.

**ASSIGNMENT OF LEASE AGREEMENT**

**THIS ASSIGNMENT OF LEASE AGREEMENT** (this "Assignment"), dated 12/10 2010, is executed by LD Acquisition Company LLC, a Delaware limited liability company ("Assignor") and LD ACQUISITION COMPANY 2 LLC, a Delaware limited liability company ("Assignee").

**WHEREAS** Assignor owns an Easement in, to, under and over the portion of certain real property located at: 525 N Austin Blvd. Chicago, IL 60644 ("Property"); and more particularly described in Exhibit "A" attached hereto; and

**WHEREAS** Assignor as successor-in-interest to Trust No. 83-7 ("Trustee") for Glaucoma Venture Corporation, Inc., has leased a certain portion of the Property to Denali Spectrum Operations, LLC, a Delaware limited liability company ("Tenant") pursuant to that certain lease dated January 22, 2008 (the "Lease") and more particularly described in Exhibit "B" attached hereto; and

**WHEREAS** Assignor desires to assign all of Assignor's rights, title and interest in and to the Lease to Assignee; and

**NOW THEREFORE**, In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor Assignment. Assignor does hereby assign, transie, and deliver to Assignee all of Assignor's right, title, and interest in and to the Lease, including, without limitation, the right to receive any and all rents thereunder.
2. Assignor Covenant of Performance. Assignor warrants that it shall retain and faithfully perform and discharge any and all of obligations as Lessor under the Lease and Assignee shall assume no obligation therefor.
3. Covenants of Cooperation. Assignor warrants that it will take such further actions and execute such further instruments, if any, as may be reasonably required to perfect Assignor's assignment and assumption of the Lease to Assignee. Assignee warrants that it will take such further actions and execute such further instruments if any, as may be reasonably required to perfect the assignment of the Lease.
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to its conflict of laws rules.
5. Counterparts; Facsimile Execution. This Assignment may be executed in one or more counterparts (including by facsimile or by electronic copy or transmission), each of which will be the binding agreement of the executing party and which, when taken together, shall be deemed to be one and the same instrument.

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Glaucoma/TC100067

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6. Successors and Assigns. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF**, the parties have executed this Assignment and Assumption Agreement as of the day and year first above written.

**ASSIGNOR:**

**LD ACQUISITION COMPANY LLC**, a Delaware limited liability company

BY: **LANDMARK DIVIDEND LLC**, a Delaware limited liability company, its sole member

By: *Keith Drucker*  
Name: Keith M. Drucker  
Title: Authorized Signatory

Date: 12/10/10

STATE OF CALIFORNIA

ss.

COUNTY OF LOS ANGELES

On 12/10/2010 before me, Patricia Otoya, Notary Public, personally appeared Keith Drucker, who 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 in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Patricia Otoya*  
Patricia Otoya  
Notary Public in and for the State of California  
Expiration: 11/11/2011



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**ASSIGNEE:**

**LD ACQUISITION COMPANY 2 LLC**, a  
Delaware limited liability company

BY: **LANDMARK DIVIDEND LLC**, a  
Delaware limited liability company, its sole member

By: *Keith M. Drucker*  
Name: Keith M. Drucker  
Title: Authorized Signatory

Date: 12/10/10

STATE OF CALIFORNIA

ss.

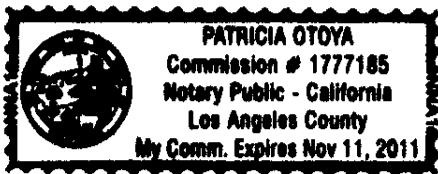
COUNTY OF LOS ANGELES

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WITNESS my hand and official seal.

*Patricia Otoya*  
Patricia Otoya  
Notary Public in and for the State of California  
Expiration: 11/11/2011



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EXHIBIT "A"  
TO  
ASSIGNMENT AGREEMENT

LEGAL DESCRIPTION

(SEE ATTACHED)

Property of Cook County Clerk's Office

A large, thick, black scribble or signature mark consisting of several vertical, wavy lines, positioned in the center of the page and overlapping the diagonal watermark.

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## EXHIBIT "A" Legal Description

An Easement Estate, said easement being a portion of the following described parent parcel:

### PARCEL 1:

Lots 41 and 42 in Harmon's Subdivision of Lots 345 to 352, 354 to 369 and 371 to 378 all inclusive, in Austin Second Addition to Austinville, being a Subdivision of the West half of the Southeast quarter and the West half of the Northeast quarter (except the East 15 acres in the North half of the West half of the Northeast quarter and Railroad Right of Way), all in Section 8, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

### PARCEL 2:

Lot 43 in Harmon's Subdivision of Lots 345 to 352 inclusive and Lots 371 to 378, inclusive, of Austin's Subdivision of Block 13 in Second Addition to Austinville in Section 8, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

AND BEING the same property conveyed to Interstate Bank of Oak Forest, as Trustee of a certain Trust Agreement, dated the 01 day of March 1983 and known as Trust Number 83-7 from Glaucoma Joint Venture by Quit-Claim Deed in Trust dated March 31, 1983 and recorded May 25, 1983 in Instrument No. 26618842.

Tax Parcel Nos. 16-08-219-001, 16-08-219-002, 16-08-219-015

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## EXHIBIT B LEASE DESCRIPTION

That certain Lease Agreement dated January 2, 2008, by and between North Star Trust Company, not personally but as successor Trustee to Interstate Bank of Oak Forest, an Illinois banking corporation, as Trustee under Trust Agreement dated March 1, 1983, and known as Trust No. 83-7 ("Trustee"), for **GLAUCOMA VENTURE CORPORATION, INC**, an Illinois corporation, whose address is P.O. Box 800, Oak Park, IL 60303-0800 ("Lessor") and Denali Spectrum Operations, LLC a Delaware limited liability company ("Lessee"), whose address is 10307 Pacific Center Court, San Diego, CA 92121, for the property located at 525 North Austin Blvd, Chicago, IL 60644 for which a Memorandum of Agreement is duly recorded on "April 6, 2009, as Instrument No. 0909649071, of the Cook County Registry,