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PREPARED BY:

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Doc#: 1316834073 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/17/2013 01:26 PM Pg: 1 of 6

AND WHEN RECORDED RETURN TO:

ROC II IL LaSalle, LLC
Attn: Jonathan P. Slager
5295 So. Commerce Drive, Suite 100
Murray, Utah 84107

Parcel ID No.(s): 17-16-204-005-0000 and 17-16-204-024-0000
Address: 29 and 39 South LaSalle Street, Chicago, IL

(space above this line for Recorder's use only)

MEMORANDUM OF QUIT-CLAIM ASSIGNMENT OF LESSEE'S INTEREST IN AMENDED AND RESTATED GROUND LEASE (29 and 39 South LaSalle Street Chicago, Illinois)

THIS MEMORANDUM OF QUIT-CLAIM ASSIGNMENT OF LESSEE'S INTEREST IN AMENDED AND RESTATED GROUND LEASE (this "Memorandum") is entered into as of the 31st day of May, 2013, by and between 29/39 SOUTH LASALLE HOLDINGS, LLC, a Delaware limited liability company ("Assignor"), and ROC II IL LASALLE, LLC, a Delaware limited liability company ("Assignee").

1. GROUND LEASE. Assignor and The University of Chicago ("Ground Lessor") have heretofore entered into that certain Amended and Restated Ground Lease, dated July 8, 2004 (the "Ground Lease"), which affects those certain premises more particularly described in the Ground Lease and affects that certain real property described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

2. ASSIGNMENT IN LIEU OF FORECLOSURE. Pursuant to that certain Assignment and Deed in Lieu of Foreclosure Agreement, dated May 31, 2013, between Assignor and ROC II Finance Company, LLC, a Delaware limited liability company, as successor-in-interest to Allstate Life Insurance Company, an Illinois insurance company (the "Deed in Lieu of Foreclosure Agreement"), Assignor and Assignee have entered into, among other agreements, a Quit-Claim Assignment and Assumption of Tenant's Interest in Amended and Restated Ground

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Lease (the "Assignment Agreement") in lieu of Lender exercising its right to foreclose on the Property, and for other good and valuable consideration.

3. INCORPORATION OF ASSIGNMENT. This Memorandum is not a complete summary of the unrecorded Assignment Agreement. All the terms, conditions and covenants set forth in the Assignment Agreement are incorporated herein by this reference. All capitalized terms shall have the same meaning ascribed to them in the Assignment Agreement.

4. INUREMENT. This Memorandum and the Assignment Agreement incorporated herein shall bind and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

5. AUTHORITY. All parties executing this Memorandum hereby represent and warrant to each other that he/she has full authority and right to execute this Memorandum.

6. COUNTERPARTS. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


[Signatures on following page]

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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ASSIGNEE:

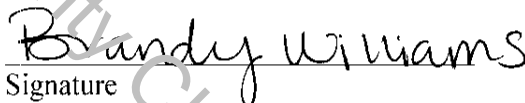
ROC II IL LASALLE, LLC,
a Delaware limited liability company

By: 
Name: Jonathan P. Slager
Its: Manager

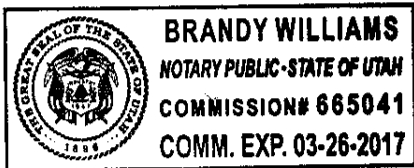
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On May 30, 2013, before me, Brandy Williams, a notary public in and for the said state, personally appeared Jonathan P. Slager, a Manager of ROC II IL LASALLE, LLC, a Delaware limited liability company, personally known to me (or proven 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 the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature

(This area for official notary seal)



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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

The real property referenced in the foregoing Assignment and Deed-In-Lieu of Foreclosure Agreement is located in the City of Chicago, County of Cook, State of Illinois and is more particularly described as follows:

(A) THE FEE ESTATE IN THE IMPROVEMENTS LOCATED ON PARCELS 1 AND 2 OF THE LAND DESCRIBED BELOW:

(B) THE LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY THE UNIVERSITY OF CHICAGO, A NOT-FOR-PROFIT CORPORATION OF ILLINOIS, AS LESSOR, AND 29/39 SOUTH LASALLE HOLDINGS, L.L.C., A DELAWARE CORPORATION, AS LESSEE, DATED JULY 8, 2004, AN AMENDED AND RESTATED MEMORANDUM OF LEASE WAS RECORDED JULY 8, 2004 AS DOCUMENT 0419027073, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND (PARCELS 1, 2 AND 3) FOR A TERM OF YEARS BEGINNING JULY 1, 1962 AND JULY 8, 2004 AND ENDING JULY 7, 2103.

PARCEL 1: (LEASEHOLD ESTATE AND FEE OWNERSHIP OF THE IMPROVEMENTS) LOTS 29, 30, 31 AND 32 OF ASSESSOR'S DIVISION OF BLOCK 118 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 169 OF MAPS PAGE 82, IN COOK COUNTY, ILLINOIS.

PARCEL 2: (LEASEHOLD ESTATE AND FEE OWNERSHIP OF THE IMPROVEMENTS) THE SOUTH 80.00 FEET OF LOTS 6, 7 AND 8 (EXCEPT THAT PART OF LOT 8 TAKEN AND USED FOR LASALLE STREET) IN BLOCK 118 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: (PARCEL VACANT-LEASEHOLD ESTATE)
THE VACATED PUBLIC ALLEY, LYING NORTH OF AND ADJOINING LOTS 21 TO 28, BOTH INCLUSIVE, LYING SOUTH OF AND ADJOINING LOTS 29, 31, 32 AND 33; LYING EAST OF THE EAST LINE OF SOUTH LASALLE STREET, AS WIDENED AND LYING WEST OF AND ADJOINING LOTS 18 AND 19 IN ASSESSOR'S DIVISION OF BLOCK 118 IN SCHOOL SECTION ADDITION TO CHICAGO OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 28 AFORESAID; THENCE EAST ALONG THE NORTH LINE OF LOTS 28, 27, 26, 25, 24, 23, 22 AND 21 AFORESAID TO THE NORTHEAST CORNER OF LOT 21 AFORESAID; THENCE NORTH ALONG THE WEST LINE OF LOTS 18 AND 19 TO THE SOUTHEAST CORNER OF LOT 33 AFORESAID; THENCE WEST ALONG THE SOUTH LINE OF LOTS 33, 32 AND 31 AND

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PART OF LOT 29 TO A POINT 45.10 FEET EAST OF THE WEST LINE OF SAID LOT 29; THENCE SOUTH PARALLEL WITH SAID WEST LINE, A DISTANCE OF 8.00 FEET; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 29 TO THE SOUTHWEST CORNER OF LOT 29, BEING ALSO THE EAST LINE OF SOUTH LASALLE STREET, AS WIDENED; THENCE SOUTH ALONG SAID EAST LINE OF SOUTH LASALLE STREET, AS WIDENED, TO THE POINT OF BEGINNING, EXCLUDING THEREFROM THE EAST 22.75 FEET THEREOF, ALL IN COOK COUNTY, ILLINOIS.

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