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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/20/2014 02:48 PM Pg: 1 of 10

COVER SHEET PAGE FOR RECORDING
ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

**DOMINICK'S FINER FOODS, LLC, a Delaware limited liability company
("Assignor"),**

To

**LOJA MIDWEST PORTFOLIO I, LLC, a Delaware limited liability company
("Assignee"),**

Entered into as of November 13 2014,

SEE INSTRUMENT # 1432429080
FOR TRANSFER STAMPS.

14000032601 (2) AL

PERMANENT INDEX NUMBER: <u>SEE SCHEDULE 1.</u>	LOCATION: 2021 West Chicago Ave., Chicago, Illinois 60622
Prepared by: Latham & Watkins 330 N. Wabash Ave., Suite 2800 Chicago, IL 60611 Attn: Nathan J. Logan	AFTER RECORDING RETURN TO: Kennerly, Lamishaw & Rossi LLP 707 Wilshire Blvd., Suite 1400 Los Angeles, California 90017 Attn: Robert L. Madok, Esq.

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ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (the "Assignment") is entered into as of November/3, 2014 (the "Assignment Date"), by and between DOMINICK'S FINER FOODS, LLC, a Delaware limited liability company ("Assignor") and LOJA MIDWEST PORTFOLIO I, LLC, a Delaware limited liability company ("Assignee"), with reference to the following facts.

WITNESSETH:

A. Assignor, as Seller, and Loja Real Estate, LLC, a Colorado limited liability company ("Buyer"), as Buyer, entered into that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated September 17, 2014 as amended by that certain First Amendment to Agreement of Purchase and Sale and Joint Escrow Instructions dated as of October 16, 2014, as amended by that certain Second Amendment to Agreement of Purchase and Sale and Joint Escrow Instructions dated as of October 28, 2014 and as amended by that certain Third Amendment to Agreement of Purchase and Sale and Joint Escrow Instructions dated as of November 7, 2014 (as amended, the "Agreement"), respecting the sale of certain properties, including, without limitation the real property leased pursuant to the Lease (as hereinafter defined) and located at 2021 West Chicago Avenue, Chicago, Illinois, 60622 and more particularly described on Exhibit A attached hereto. Capitalized terms used herein and not separately defined herein shall have the meanings ascribed to them in the Agreement.

B. Buyer's interest under the Agreement was subsequently assigned to Assignee.

C. Under the Agreement, Assignor is obligated to assign to Assignee all of Assignor's right, title and interest as the Tenant under that certain Ground Lease identified on Exhibit B attached hereto (together with the amendments, modifications or supplements thereto listed on Exhibit B and as otherwise amended, supplemented or modified, the "Lease").

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

1. Assignment. Effective as of the Assignment Date, Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor's estate, right, title and interest in and to the Lease and Assignee hereby accepts such assignment.

2. Assumption. Effective as of the Assignment Date, Assignee hereby assumes the performance of all of the terms, covenants and conditions imposed upon Assignor under the Lease accruing on or after the Assignment Date.

3. Assignee Indemnity. Subject to the terms of the Agreement, Assignee agrees to indemnify, defend, and hold harmless Assignor and its members, partners, shareholders, officers, directors, employees and agents harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including but not limited to attorneys' fees and expenses) asserted against or incurred by Assignor by

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reason of or arising out of any failure by Assignee to perform or observe the obligations assumed by Assignee hereunder.

4. Assignor Indemnity. Subject to the terms of the Agreement, Assignor agrees to indemnify, defend, and hold harmless Assignee and its members, partners, shareholders, officers, directors, employees and agents harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including but not limited to attorneys' fees and expenses) asserted against or incurred by Assignee by reason of or arising out of any failure by Assignor to perform or observe its obligations under the Lease during the period prior to the Assignment Date.

5. No Warranties. Assignee does hereby covenant with Assignor, and represents and warrants to Assignor, that Assignor is transferring its interest in the Lease to Assignee without any representation or warranty of any kind or nature except and to the extent as may be expressly set forth in the Agreement.

6. Further Assurances. Each party agrees that it will execute and deliver such additional documents and take such additional actions as may be reasonably requested by the other party to consummate the transactions contemplated hereby provided that such documents and actions shall not involve any increase in the obligations or liabilities of such party.

7. Dispute Costs. In the event of the bringing of any action or suit by a party hereto against the other party hereto by reason of any breach of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit and any appeals therefrom, and enforcement of any judgment in connection therewith, including actual reasonable attorneys' fees, accounting and engineering fees, and any other professional fees resulting therefrom.

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

9. Successors. This Assignment and the provisions hereof shall inure to the benefit of and be binding upon the parties to this Assignment and their respective successors, heirs and permitted assigns.

10. No Third Party Beneficiaries. Assignor and Assignee do not intend, and this Assignment shall not be construed, to create a third-party beneficiary status or interest in, nor give any third-party beneficiary rights or remedies to, any other person or entity not a party to this Assignment.

11. Governing Law. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Illinois.

Signature Page Follows

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IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first written above.

ASSIGNOR:

DOMINICK'S FINER FOODS, LLC,
a Delaware limited liability company

By: Dominick's Supermarkets, LLC,
a Delaware limited liability company
Its: Sole Member

By: Safeway Inc.,
a Delaware corporation
Its: Sole Member

By: Natasha G.
Title: Assistant Vice President

By: Wynne K. Pendergast
Title: Assistant Secretary

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ACKNOWLEDGMENT

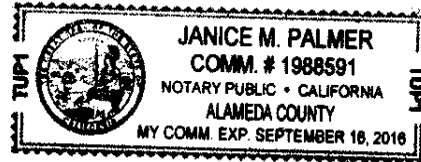
STATE OF CALIFORNIA)
) ss.
 COUNTY OF ALAMEDA)

On November 7, 2014, before me, Janice M. Palmer, Notary Public, personally appeared Natacha Epley and Marilyn K. Beardsley who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons 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.

Janice M. Palmer
 Signature



(Seal)


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ASSIGNEE:

LOJA MIDWEST PORTFOLIO I, LLC,
a Delaware limited liability company

By: Loja Real Estate, LLC, a Colorado limited liability
company, its Manager

By: 
Thomas K. Engberg, Chief Executive Officer

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[Signature Page to Assignment and Assumption Agreement of Ground Lease]

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State of California
County of CONTRA COSTA

On ~~NOVEMBER 10 2014~~ before me, Sharon M. Alvey, Notary Public
personally appeared THOMAS K. ENGBERG

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

Signature *Sharon M. Alvey* (Seal)
Sharon M. Alvey, Notary Public



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EXHIBIT A

Legal Description of Property

Lots 8 to 23, both inclusive, Lots 28 to 34, both inclusive and Lots 36 to 43, both inclusive in Block 1 in James W. Cochran's Subdivision of Block 5 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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EXHIBIT B

Lease

1. Ground Lease dated as of September 22, 2002
2. Memorandum of Lease, dated September 22, 2002, recorded as Instrument Number 0021196306 with the Cook County Recorder, State of Illinois
3. Assignment and Assumption of Lease dated September 22, 2002 assigning Safeway Inc.'s interest in the ground lease to Dominick's Finer Food, Inc., a Delaware corporation, recorded as Instrument Number 0021196307 with the Cook County Recorder, State of Illinois
4. Amendment of Lease, effective as of May 1, 2003
5. Reinstatement and Second Amendment of Lease, dated as of March 17, 2004
6. Letter Agreement Regarding Grocery Restrictions, dated January 26, 2005
7. Third Amendment of Lease, dated August 4, 2005
8. Certificate of Commencement, dated July 1, 2006

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Schedule 1

2021 W. Chicago Real Estate Index Nos.

Pin Number 17-07-103-003-0000

17-07-103-004-0000

17-07-103-005-0000

17-07-103-006-0000

17-07-103-007-0000

17-07-103-008-0000

17-07-103-009-0000

17-07-103-010-0000

17-07-103-011-0000

17-07-103-027-0000

17-07-103-028-0000

17-07-103-029-0000

17-07-103-030-0000

17-07-103-031-0000



17-07-103-033-0000

17-07-103-034-0000

17-07-103-035-0000

17-07-103-036-0000

17-07-103-049-0000

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