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PREPARED BY AND
RECORD AND MAIL TO:



Bronson & Kahn LLC
150 North Wacker Drive, Suite 1400
Chicago, Illinois 60606
Attn: Jason L. LaBella, Esq.

Doc#: 1502818036 Fee: \$54.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/28/2015 10:02 AM Pg: 1 of 9

9975596 2075 AEA

Property of Cook County Clerk's Office

GROUND LEASE ASSIGNMENT (29 South LaSalle Street, Chicago IL)

by and between


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



and

MILLENIUM ON LASALLE LLC,
an Illinois limited liability company, as Assignee

Consented to by

THE UNIVERSITY OF CHICAGO,
an Illinois not-for-profit corporation, as Lessor

REAL ESTATE TRANSFER TAX		28-Jan-2015
	CHICAGO:	17,100.00
	CTA:	6,840.00
	TOTAL:	23,940.00
17-16-204-005-0000 20150101659799 1-510-504-064		

REAL ESTATE TRANSFER TAX		28-Jan-2015
	COUNTY:	1,140.00
	ILLINOIS:	2,280.00
	TOTAL:	3,420.00
17-16-204-005-0000 20150101659799 2-047-374-976		

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GROUND LEASE ASSIGNMENT

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Agreement") is made as of this 27th day of January, 2015 (the "Effective Date"), by and between **ROC II IL LASALLE, LLC**, a Delaware limited liability company ("Assignor"), and **MILLENIUM ON LASALLE LLC**, an Illinois limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Purchase and Sale Agreement dated September 8, 2014, as amended by that certain First Amendment to Purchase and Sale Agreement dated October 30, 2014, as further amended by that certain Second Amendment to Purchase and Sale Agreement dated December 1, 2014, as further amended by that certain Third Amendment to Purchase and Sale Agreement dated December 19, 2014, as further amended by that certain Fourth Amendment to Purchase and Sale Agreement dated January 6, 2015, and as further amended by that certain Fifth Amendment to Purchase and Sale Agreement dated January __, 2015 (collectively, as amended, the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign, transfer and convey to Assignee the Property.

WHEREAS, in connection with the sale and purchase of the Property, Assignor has agreed to assign to Assignee, and Assignee has agreed to assume from Assignor, the tenant's leasehold estate pursuant to that certain Second Amended and Restated Ground Lease dated as of January 9, 2014 (the "Ground Lease"), by and between the University of Chicago, an Illinois not-for-profit corporation and Assignor (as successor-in-interest to 29/39 South LaSalle Holdings, LLC) as provided in the Purchase Agreement. (All initially capitalized terms used, but not defined, in this Agreement shall have the meanings set forth in the Purchase Agreement.)

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

1. Assignment by Assignor. Assignor hereby assigns, transfers and conveys to Assignee all of the Assignor's right, title and interest in and to the Ground Lease. Assignor shall remain liable for all Liabilities with respect to the Ground Lease which first arose prior to the Effective Date.
2. Acceptance and Assumption by Assignee. Assignee hereby accepts the assignment, transfer and conveyance of the Ground Lease to Assignee. Assignee agrees to perform all of the obligations, liabilities, covenants, duties and agreements of Assignor under the Ground Lease from and after the Effective Date, and assume all Liabilities with respect to the Ground Lease which first arise and accrue from and after the Effective Date.
3. Successors and Assigns; Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee, and their respective successors and assigns. This Agreement shall not confer any rights or remedies upon any Person other than the Assignor, Assignee and Indemnitees as expressly provided under the Purchase Agreement.

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4. Entire Agreement; Amendments to Agreement. This Agreement (including the recitals to this Agreement which are incorporated herein) and the Purchase Agreement set forth the entire understanding and agreement of the parties hereto, and shall supersede any other agreements and understandings (written or oral) between Assignor and Assignee on or prior to the date of this Agreement, in each case, with respect to the matters set forth herein. No amendment or modification to any terms of this Agreement, waiver of any covenant, obligation, breach or default under this Agreement or termination of this Agreement (other than as expressly provided in this Agreement), shall be valid unless in writing and executed and delivered by Assignor and Assignee.
5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the parties had signed the same signature page.
6. Governing Law. This Agreement shall be governed by the laws of the State of Illinois, without giving effect to any principles regarding conflict of laws.

*[Remainder of page intentionally left blank;
Signatures on following pages]*

Cook County Clerk's Office

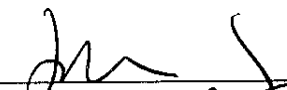
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IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed and delivered in their names by their respective duly authorized officers or representatives as of the Effective Date.

ASSIGNOR:

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

By: ROC II Real Estate Holdings, LLC
a Delaware limited liability company
Its: Managing Member

By: 
Name: Jonathan Skoger
Title: Manager

ASSIGNEE:

MILLENIUM ON LASALLE LLC,
an Illinois limited liability company

By: _____
Name: _____
Title: _____

[Signatures must be notarized]

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed and delivered in their names by their respective duly authorized officers or representatives as of the Effective Date.

ASSIGNOR:

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

By: ROC II Real Estate Holdings, LLC
a Delaware limited liability company
Its: Managing Member

By: _____
Name: _____
Title: _____

ASSIGNEE:

MILLENIUM ON LASALLE LLC,
an Illinois limited liability company

By: *R. K.*
Name: *Ruslan Krivoruchko*
Title: *Manager*

[Signatures must be notarized]

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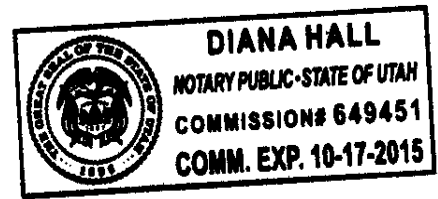
ACKNOWLEDGMENT OF ASSIGNOR

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

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jonathan Slager, the Manager of ROC II Real Estate Holdings, LLC, a Delaware limited liability company, as the Managing Member of ROC II IL LaSalle, LLC, a Delaware limited liability company, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged as such Manager he signed, sealed, and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said Managing Member for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23 day of January, 2015.

Diana Hall
Notary Public



My Commission Expires:
10-17-15

Notary of Cook County Clerk's Office

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ACKNOWLEDGMENT OF ASSIGNEE

STATE OF FLORIDA)
) SS.
 COUNTY OF MIAMI-DADE)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RUSLAN KRIVORUCHKO, the manager of MILLENIUM ON LASALLE LLC, an Illinois limited liability company, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged as such _____ she/he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27 day of January, 2015.

Rebecca S. Pessolano
 Notary Public

My Commission Expires:



REBECCA S. PESSOLANO
 MY COMMISSION # FF 053149
 EXPIRES: September 10, 2017
 Bonded Thru Budget Notary Services

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CONSENT

The undersigned hereby consents to the execution of the Ground Lease Assignment as of the date first above written.

THE UNIVERSITY OF CHICAGO,
an Illinois not-for-profit corporation

By: [Signature]
Name: John B. Kron
Title: Associate Vice President for Finance

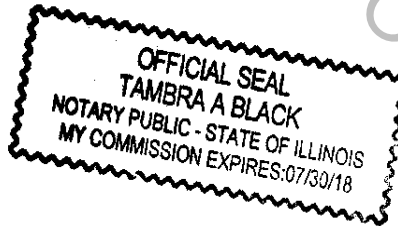
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John B. Kron, the Assoc. VP for Finance of The University of Chicago a(n) Illinois not-for-profit corporation, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged as such Assoc. VP for Finance she/he signed, sealed and delivered the said instrument as her/his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23rd day of January, 2015.

[Signature]
Notary Public

My Commission Expires:
7/30/2018



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EXHIBIT A

Legal Description

THE FEE ESTATE IN THE IMPROVEMENTS LOCATED ON THE LAND DESCRIBED BELOW:

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.

AND

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 AND A SECOND AMENDED AND RESTATED GROUND LEASE RECORDED JANUARY 10, 2014 AS DOCUMENT 1401022119, WHICH SECOND AMENDED AND RESTATED GROUND LEASE DEMISES THE ABOVE DESCRIBED LAND AND OTHER PROPERTY FOR A TERM OF YEARS BEGINNING JULY 1, 1962 AND JULY 8, 2004 AND ENDING JULY 7, 2103.

PIN: 17-16-204-005-0000

Address of Land: 29 S. LaSalle Street, Chicago, Illinois 60603