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PREPARED BY AND AFTER RECORDING RETURN TO:

Willkie Farr & Gallagher LLP 787 Seventh Avenue New York, New York 10019-6099 Attn: Cindy Yellen, Esq. Doc#: 1521216073 Fee: \$48.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 07/31/2015 04:04 PM Pg: 1 of 6

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

In exchange to good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Date shown below, (a) SCCA Store Holdings Real Property LLC, a Delaware limited liability company ("Assignor"), hereby sells, assigns, transfers and conveys to Seks & Company LLC, a Delaware limited liability company ("Assignee"), and its successors and assigns all of Assignor's right, title and interest in and to that certain lease agreement with respect to the real property described on Exhibit A hereto, including, without limitation, the documents and instruments described on Exhibit B hereto (collectively, the "Lease"), together with Assignor's right, title and interest in and to (i) all deposits, escrows, prepayments, guaranties, letters of credit and other security, if any, related to the Lease and held by the lessor thereunder and (ii) all improvements, rights, easements, privileges, appurtenances and advantages as to which Assignor has an interest pursuant to the Lease; and (b) Assignee hereby accepts the foregoing sale assignment, transfer, and conveyance, assumes the obligations of Assignor under the Lease and agrees to pay and perform fully and timely when due all of Assignor's obligations with respect the eto, all to the extent the same accrue from and after the Effective Date. Assignee agrees of indemnify and hold Assignor harmless against any and all losses, costs and expenses (including regionable attorneys' fees) and liabilities incurred by Assignor in connection with or arising in any manner from Assignee's non-performance of the obligations under the Lease assumed by Assign to hereby from and after the Effective Date.

The sale, assignment, transfer and conveyance hereunder is made without any representations or warranties, express or implied.

This Lease Assignment and Assumption Agreement (a) may be executed in one or more counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together will constitute one and the same instrument and (b) shall be binding on and inure to the benefit of the respective successors and assigns of the parties hereto.

Effective Date: July 14, 2015.

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IN WITNESS WHEREOF, the parties hereto have executed this Lease Assignment and Assumption Agreement as of the date first written above.

ASSIGNOR:

SCCA Store Holdings Real Property LLC, a Delaware limited liability company

By: Saks & Company LLC, its managing member

By: MWW Waw

Name: Mindy MVack

Title: Vice piesident, Peal Estate Legal

On the 3th day of July, in the year 2015, before me, the undersigned, personally appeared MINIDY NOVACK, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she expeuted the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person or the entity upon behalf of which the individual acted, executed the instrument.

Witness my hand and official seal.

W/S	
	Notary Public
Name:	
Date Commission E	xpires:

WILBERT DAVIS Notary Public, State of New Yo No. 01DA6011686 Qualified in Dutchess County Certificate Filed in New York County Commission Expires Aug. 10, 2018

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ASSIGNEE:

Saks & Company LLC,

By: Muly Mack
Name: Mindy Minack

Title: VICE president, Real Estate lega

STATE OF MEN YORK)

(COUNTY OF MEN YORK)

On the property of July, in the year 2015, before me, the undersigned, personally appeared Mind V Novack, personally known to me or provided to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person or the entity upon behalf of which the individual acted, executed the instrument.

Witness my hand and official seal.

This document was prepared by:

Cindy Yellen, Esq. Willkie Farr & Gallagher LLP 787 Seventh Avenue New York, New York 10019 Notary Public

Name:

Date Commission Expires:

WILBERT DAVIS

Notary Public, State of New York

No. 01DA6011686

Qualine I in Dutchess County

Certificate Filed in New York County

Commission Expires Aug. 10, 2018

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Exhibit A

Legal Description

[See attached.]



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Chicago Place Mall IL

Site Name

EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

LOTS 3 AND 4 IN CHICAGO PLACE RESUBDIVISION OF THE LAND, PROPERTY AND SPACE WITHIN BLOCK 46 (EXCEPT THE EAST 75.0 FEET THEREOF) IN KINZIES ADDITION TO CHICAGO IN THE NORTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCE():

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN ARTICLE III OF THE EASEMENT AND OPERATING AGREEMENT RECORDED OCTOBER 5, 1990 AS DOCUMENT NUMBER 90487310, MADE BY AND BETWEEN CHICAGO PLACE PARTNERSHIP, AN ILLINOIS CORPORATION, LASALLE NATIONAL TRUST, N.A., SUCCESSOR TO LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 1, 1986 AND KNOWN AS TRUST NUMBER 111297, 700 MICHIGAN TOWER PARTNERSHIP, AN ILLINOIS PARTNERSHIP, SAKS & COMPANY, A NEW YORK CORPORATION AND POST & POWELL CORPORATION, A CALIFORNIA CORPORATION.

PIN: 17-10-105-015-00000 and 17-10-105-016 00000 Address: 700 N. Michigan Avenue, Chicago, IL

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Exhibit B List of Lease Documents

- 1. Lease dated August 2, 1988 by and between Chicago Place Partnership and Saks & Company, which Memorandum of Lease was recorded on July 26, 1989 as Document Number 89342810.
- 2. First Amendment to Lease dated October 5, 1990 by and between Chicago Place Partnership and Saks & Company, recorded October 5, 1990 as Document Number 90487311.
- 3. Letter dated February 18, 2014 from SCCA Holdings Real Property LLC to North Michiga: Avenue LLC.
- 4. Assignment and Assumption Agreement between SCCA Store Holdings, Inc. and SCCA Store Holdings Real Property LLC, recorded December 9, 2014 as Document Number 1434334051.