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Doc#: 1829918056 Fee: \$56.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/26/2018 11:43 AM Pg: 1 of 5

This instrument prepared by
and after recording return to:

Christina Malone
Alston & Bird LLP
1201 West Peachtree Street
Atlanta, Georgia 30309

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made as of this 23 day of October, 2018, by and between **DRI/CA OLD COLONY MASTER TENANT, LLC**, a Delaware limited liability company ("Assignor"), and **RAR2 - 37 WEST VAN BUREN, LLC**, a Delaware limited liability company ("Assignee").

A. Assignor and Subway Real Estate, LLC, a Delaware limited liability company ("Tenant"), entered into a certain Lease Agreement dated as of September 23, 2014 (as amended, the "Lease") with respect to the premises located at 37 West Van Buren Street, Chicago, Illinois ("Property"), legally described on Exhibit A attached hereto. A Memorandum of the Lease was recorded with the Cook County Recorder on May 22, 2017, as Document 174239014.

B. In connection with the sale of the Property by Assignor to Assignee, Assignor now desires to assign the Lease to Assignee, and Assignee desires to accept the assignment thereof.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns and transfers to Assignee and its heirs, executors, administrators and assigns, all of its rights title and interest in and to the Lease, and Assignee hereby agrees to and does accept the assignment and in addition expressly assumes and agrees to keep, perform, and fulfill all the terms, covenants, conditions and obligations required to be kept by the Landlord under the Lease, from and after the date of this Assignment.

2. Assignor agrees to indemnify, protect, defend and hold Assignee and its officers, directors, members, partners, shareholders, employees and agents harmless from and against any third party loss, cost, damage, claim, liability or expense (including reasonable attorneys' fees and court costs) (collectively, "Losses") relating to the Lease arising or accruing at any time prior to the date hereof. Assignee agrees to indemnify, protect, defend and hold Assignor and its officers, directors, members, partners, shareholders, employees and agents harmless from and against any third party Losses relating to the Lease and first arising or accruing at any time from and after the date hereof.

3. This Assignment shall be binding on and inure to the benefit of the parties hereto, their successors and assignees.

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4. This Assignment may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the parties but all of which shall be taken together as a single instrument.

5. This Assignment shall be governed and interpreted in accordance with the laws of the State of Illinois.

[Signatures on Following Page]

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IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Lease the day and year first above written, **INTENDING TO BE LEGALLY BOUND HEREBY**.

ASSIGNOR:

DRI/CA OLD COLONY MASTER TENANT, LLC
a Delaware limited liability company

By: 

Name: Michael Hales

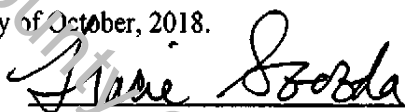
Title: Authorized Signatory

STATE OF Illinois)

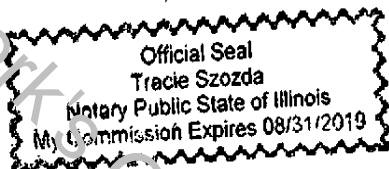
COUNTY OF Cook) SS:)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Michael Hales, personally known to me to be the Authorized Signatory of DRI/CA Old Colony Master Tenant, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that as such Authorized Signatory he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said corporation on behalf of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of October, 2018.


Notary Public

My Commission Expires: 8/31/19



[Signatures Continue on Following Page]

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 1, 6 AND 7 (EXCEPTING THAT PORTION OF SAID LOTS FALLING IN DEARBORN STREET) IN BLOCK 138 SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 407-15 S. Dearborn St. / 37 W. Van Buren St.
Chicago, IL 60605

PIN: 17-16-246-001-0000

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