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Doc# 2026716010 Fee \$98.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 09/23/2020 11:31 AM PG: 1 OF 8

Property of Cook County Clerk's Office

ASSIGNMENT OF AGREEMENT AND COVENANT NOT TO SUE

dated as of September 11, 2020

between

PEPPERCORN ARMOUR, LLC, as Assignor

and

EXCHANGE 455 N ASHLAND AVE LLC, as Assignee

Prepared by

The Gauthier Law Group, LLC
126 North Jefferson Street, Suite 230
Milwaukee, WI 53202
Attn: Janice L. Gauthier, Esq.

and upon recordation return to:

Exchange 455 N Ashland Ave LLC
c/o Prologis, Inc.
1800 Wazee Street, Suite 500
Denver, CO 80202
Attn: M. F. Drummy

S ✓
P 8
S —
M —
SC ✓
E —
INT ✓

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ASSIGNMENT

THIS ASSIGNMENT is entered into this 11th day of September, 2020, between PEPPERCORN ARMOUR, LLC, an Illinois limited liability company, having principal offices at One North Wacker Drive, Suite 4125, Chicago, IL 60606 ("Peppercorn"), as assignor, and EXCHANGE 455 N ASHLAND AVE LLC, a Delaware limited liability company, having principal offices at 1800 Wazee Street, Suite 500, Denver, Colorado 80202, Attn: M. F. Drummy ("Exchange"), as assignee.

WHEREAS, Greenfield Partners, Ltd. ("Greenfield") entered into an "Agreement and Covenant Not to Sue" ("Agreement") with the United States Environmental Protection Agency, styled, "In the Matter of Auto Deposition Site, Chicago, Illinois," and bearing docket number V-W-'97-C-415 which Agreement was filed in the Recorder's Office of Cook County, Illinois on March 13, 1998 as Document No. 98202114; and

WHEREAS, Paragraph 29 of the Agreement provides that the benefits of the Agreement may be extended to any transferee of the Site Property (as defined in the Agreement) who complies with the provisions of Paragraph 31 of the Agreement; and

WHEREAS, by an Assignment (the "Adjustable Assignment") which was filed in the Recorder's Office of Cook County, Illinois on March 13, 1998, as Document No. 98202115 Greenfield assigned its rights under the Agreement to Adjustable Clamp Company ("Adjustable"); and

WHEREAS, by an Assignment (the "1522 Assignment") which was filed in the Recorder's Office of Cook County, Illinois on March 8, 2010 as Document No. 1006734091,

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Adjustable assigned its rights under the Agreement to 1522 W. Hubbard LLC, an Illinois limited liability company ("1522"); and

WHEREAS, by an Assignment (together with the Adjustable Assignment and the 1522 Assignment, the "Assignments") which was filed in the Recorder's Office of Cook County, Illinois on January 23, 2017, as Document No. 1702319044, 1522 assigned its rights under the Agreement to Peppercorn, and

WHEREAS, Peppercorn wishes to assign its rights under the Agreement to Exchange in connection with a transfer of the Site Property (as defined in the Agreement) to Exchange;

NOW, THEREFORE, in consideration of \$1.00 (ONE DOLLAR), the receipt and sufficiency of which is hereby acknowledged:

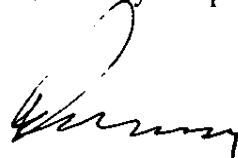
1. Subject to the full reservation of all rights and benefits of the Agreement by Peppercorn as permitted by paragraph 30 of the Agreement, Peppercorn hereby assigns and quitclaims to Exchange the rights, benefits, and obligations conferred upon the Settling Respondent (as defined in the Agreement) under the Agreement to the full extent that such rights, benefits, and obligations may be assigned under the Agreement, and Exchange assumes the obligations of the Settling Respondent to the extent required by paragraph 31 of the Agreement; to the effect that from and after the date hereof, both Exchange and Peppercorn shall have the full benefits under the Agreement.

2. Peppercorn represents and warrants that: (a) to its knowledge the copy of the Agreement and Covenant Not to Sue that was recorded in the Recorder's Office of Cook County, Illinois on March 13, 1998, as Document No. 98202114, is a true, correct and complete copy of

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the Agreement; and (b) that there have been no amendments to, or modifications or assignments of, the Agreement (other than the Assignments and an Environmental Covenant dated September 1, 2009, recorded in the Recorder's Office of Cook County, Illinois, on October 5, 2009, as Document 0927834095).

PEPPERCORN ARMOUR, LLC,
an Illinois limited liability company

By: 
Philip F. Denny, Manager

EXCHANGE 455 N ASHLAND AVE LLC,
a Delaware limited liability company

By: CDECREE, LLC,
a Delaware limited liability company,
its sole member

By: _____
Print Name: _____
Title: _____

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the Agreement; and (b) that there have been no amendments to, or modifications or assignments of, the Agreement (other than the Assignments and an Environmental Covenant dated September 1, 2009, recorded in the Recorder's Office of Cook County, Illinois, on October 5, 2009, as Document 0927834095).

PEPPERCORN ARMOUR, LLC,
an Illinois limited liability company

By: _____
Philip F. Denny, Manager

EXCHANGE 455 N ASHLAND AVE LLC,
a Delaware limited liability company

By: CDECREE, LLC,
a Delaware limited liability company,
its sole member

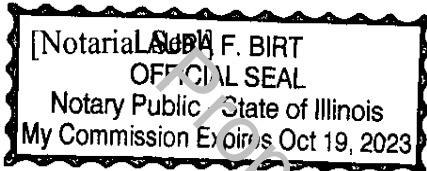
By: _____
Print Name: Philip F. Denny
Title: Manager

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STATE OF ILLINOIS)
) ss.:
COUNTY OF Cook)

The foregoing Assignment was acknowledged before me, the undersigned Notary Public, this 9th day of September, 2020, by Philip F. Denny, as manager of PEPPERCORN ARMOUR, LLC, an Illinois limited liability company, on behalf of such limited liability company.



Philip F. Birt
Notary Public

My commission expires:

10/19/2023

STATE OF _____)
) ss.:
COUNTY OF _____)

The foregoing Assignment was acknowledged before me, the undersigned Notary Public, this _____ day of September, 2020, by _____, _____ of CDECRE, LLC, a Delaware limited liability company, as the sole member of EXCHANGE 455 N ASHLAND AVE LLC, a Delaware limited liability company ("Exchange") on behalf of Exchange.

[Notarial Seal]

Notary Public

My commission expires:

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STATE OF ILLINOIS)
) ss.:
COUNTY OF _____)

The foregoing Assignment was acknowledged before me, the undersigned Notary Public, this ____ day of September, 2020, by Philip F. Denny, as manager of PEPPERCORN ARMOUR, LLC, an Illinois limited liability company, on behalf of such limited liability company.

[Notarial Seal]

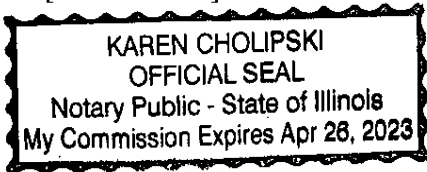
Notary Public

My commission expires:

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

The foregoing Assignment was acknowledged before me, the undersigned Notary Public, this 9th day of September, 2020, by Mr. Cunningham, President of CDECRE, LLC, a Delaware limited liability company, as the sole member of EXCHANGE 455 N ASHLAND AVE LLC, a Delaware limited liability company ("Exchange") on behalf of Exchange.

[Notarial Seal]



Karen Cholipski

Notary Public

My commission expires:

4/28/2023

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EXHIBIT A

LOTS 22 TO 32 INCLUSIVE IN WALLER'S SUBDIVISION OF BLOCK 16 IN BICKERDIKE'S ADDITION TO CHICAGO IN THE WEST ½ OF THE NORTH WEST ¼ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Common Address: 1518 West Hubbard Avenue
Chicago, Illinois

PIN: 17-08-130-019
17-08-130-020
17-08-130-021
17-08-130-022
17-08-130-023
17-08-130-024
17-08-130-025
17-08-130-026

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RECORDER OF DEEDS