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Karen A. Yarbrough  
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Tax #: 11-18-125-015-0000 Vol. 057  
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EXEMPT UNDER PROVISIONS OF PARAGRAPH (e), SECTION 31-45 OF THE REAL ESTATE TRANSFER TAX LAW (935ILCS 200/31-45)

DATE: \_\_\_\_\_ SCG CHURCH STREET PLAZA, LLC

By: Brian Bill  
Brian Bill, Vice President

## AMENDED AND RESTATED ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

**THIS AMENDED AND RESTATED ASSIGNMENT AND ASSUMPTION OF GROUND LEASE** (the "Assignment"), is made this 3rd day of December, 2021, by and between **SCG CHURCH STREET PLAZA, LLC**, a Delaware limited liability company (herein called "Assignor"), and **900-950 CHURCH STREET PROPERTY LLC**, an Illinois limited liability company (herein called "Assignee").

A. Assignor, as tenant is a party to that certain lease described in the attached Exhibit A (together with all amendments, collectively, the "Lease") with the Chicago Transit Authority ("CTA") has assigned the Lease to Assignee pursuant to that certain Assignment and Assumption of Ground Lease dated October 29, 2021 (the "Original Assignment Date") and recorded as Document Number 2130834001 in the Public Records of Cook County, Illinois (the "Original Assignment").

B. Assignor and Assignee have agreed to enter into this Assignment to amend and restate the terms of the Original Assignment to memorialize (i) CTA's approval of the assignment of Assignor's rights and obligations under the Lease to Assignee and (ii) that the

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Assignor is not released from its obligations under the Lease following such assignment.

Now therefore, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuation consideration, the receipt and sufficiency of which is hereby acknowledge, Assignor and Assignee agree as follows:

1. Effective as of the Original Assignment Date, Assignor assigns and transfers to Assignee all of Assignor's right, title, interest, and obligations of Assignor under the Lease.
2. Effective as of the Original Assignment Date, Assignee accepts such assignment and transfer of Assignor's rights and interest with respect to the Lease and assumes and agrees to perform all of the duties, obligations, undertakings and liabilities of Assignor which arise or accrue under the Leases from and after the Original Assignment Date.
3. Assignor hereby confirms that, notwithstanding the CTA's consent to the assignment and assumption by Assignee, and in accordance with Article 7 of the Lease, Assignor shall continue to be liable and obligated under the Lease as a principal (and not as a surety or guarantor) to perform all the terms, conditions, obligations and covenants, to be performed by the Tenant under the Lease, including the payment of rental and other monies thereunder, provided however, Assignee hereby agrees that, as between Assignor and Assignee, the foregoing shall not diminish the obligation of the Assignee to fully assume that the role of Assignor under the terms of the Lease.
4. The CTA hereby consents to this Assignment pursuant to Section 7.01 of the Lease.
5. **ASSIGNEE ACKNOWLEDGES AND AGREES, BY ITS ACCEPTANCE HEREOF, THAT, EXCEPT AS EXPRESSLY PROVIDED IN, AND SUBJECT TO THE LIMITATIONS CONTAINED IN THE AGREEMENT, ASSIGNOR'S INTEREST IN THE LEASE IS CONVEYED "AS IS, WHERE IS" AND IN THEIR PRESENT CONDITION "WITH ALL FAULTS", AND THAT NEITHER THE CTA NOR THE ASSIGNOR HAS MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE NATURE, QUALITY OR CONDITION OF THE LEASE, THE PAYMENTS TO BE MADE THEREUNDER, OR THE ENFORCEABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE LEASE.**
6. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
7. This Assignment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

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*[Remainder of Page Left Intentionally Blank]  
[Signatures Contained on Following Pages]*

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All of the covenants, terms, and conditions set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, and legal representatives.

**ASSIGNOR:**

**SCG CHURCH STREET PLAZA, LLC.,** a  
Delaware limited liability company

By: *Brian Bill* (SEAL)  
Brian Bill, Vice President

STATE OF Georgia )  
 ) SS:  
COUNTY OF DeKalb )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Brian Bill, the Vice President of SCG Church Street Plaza, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged he signed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of the company, for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this 3 day of December, 2021.

*Shannon Furlong*  
Notary Public



My Commission Expires: June 29, 2025

*[Signatures Continue on Following Page]*

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**ASSIGNEE:**

**900-950 CHURCH STREET PROPERTY LLC,**  
an Illinois limited liability company  
By: GW Property Group, LLC – Series 147, a  
designated series of GW Property Group, LLC, a  
Delaware series limited liability company, its  
Manager

By: Shai Wolkowicki (SEAL)  
Shai Wolkowicki, Manager

STATE OF IL )  
                                  ) SS:  
COUNTY OF Cook )

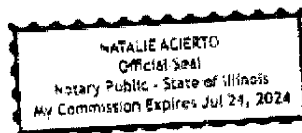
I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Shai Wolkowicki, the Manager of GW Property Group, LLC – Series 147, a designated series of GW Property Group, LLC, a Delaware series limited liability company, the Manager of 900-950 Church Street Property LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged he/she signed and delivered said instrument as his/her free and voluntary act, and as the free and voluntary act of the company for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this 8 day of March, 2022.

Natalie Acerto  
Notary Public

[NOTARY SEAL]

My Commission Expires: 7/21/2024



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IN WITNESS WHEREOF, the undersigned has consented to this Assignment as of the date first above written.

CTA:

Approved as to form and legality, for the sole benefit of CTA. Subject to proper authorization and execution thereof.

**CHICAGO TRANSIT AUTHORITY**, an Illinois municipal corporation

KSADVANI

By: Lester L. Barclay (SEAL)  
Name: Lester L. Barclay  
Title: Chairman

STATE OF Illinois )  
COUNTY OF Cook ) SS:

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Lester L. Barclay, the Chairman of the Chicago Transit Authority, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged he/she signed and delivered said instrument as his/her free and voluntary act, and as the free and voluntary act of the company for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this 17<sup>th</sup> day of May, 2021

Adrienne Brown  
Notary Public

My Commission Expires: 4/19/2026

[NOTARY SEAL]



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## EXHIBIT A

### THE LEASE

#### Lease Parcel 11

The Leasehold Estate created by the instrument herein referred to as the Ground Lease, executed by the Chicago Transit Authority, a Municipal corporation, as Lessor, and City of Evanston, a Municipal corporation, dated November 18, 1999, as assigned by Assignment and Assumption Agreement dated December 21, 1999 between the City of Evanston and Church Street Plaza, L.L.C., as amended by First Amendment to Ground Lease between the Chicago Transit Authority, a Municipal corporation, as Lessor, and Church Street Plaza, LLC, as Tenant, as Lessee/Assignee, which lease and amendment was recorded July 27, 2005 as Document 0520802166, as assigned by Assignment and Assumption of Ground Lease to SCG Church Street Plaza, LLC recorded December 6, 2013 as Document 1334015043, and also assigned to SCG Church Plaza, LLC by Assignment and Assumption of Ground Lease recorded April 22, 2014 as Document 1411234034.

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**Permanent Index Number:** 11-18-125-015-0000

**Property Address:** 1708 Benson Avenue  
Evanston, Illinois

## Legal Description

FROM THE SOUTH LINE OF CLARK STREET TO THE NORTH LINE OF CHURCH STREET,  
A STRIP OF LAND 30 FEET WIDE DESCRIBED AS FOLLOW  
THE EAST 30 FEET OF THE WEST 35 FEET OF THE EAST 100 FEET OF LOTS 1, 2, 3, 4,  
5, AND 6 IN BLOCK 18 IN THE VILLAGE OF EVANSTON, IN THE EAST HALF OF THE  
NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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