

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Sonnenschein Nath & Rosenthal
8000 Sears Tower
Chicago, Illinois 60606
Attention: Patrick G. Moran, Esq.



(Space above line for Recorder's use)

ASSIGNMENT OF RENTS AND LEASES
(Woodfield Preserve Phase I)

This ASSIGNMENT OF RENTS AND LEASES (this "Assignment") is entered into to be effective as of the ___ day of November, 2000, by WOODFIELD PRESERVE PHASE I LLC, a Delaware limited liability company ("Borrower"), in favor of the NEW YORK STATE TEACHERS' RETIREMENT SYSTEM, a public pension system created and existing pursuant to and by virtue of Article 11 of the Education Law of the State of New York and having the powers and privileges of a corporation pursuant to Section 502 thereof ("Lender").

WITNESSETH:

WHEREAS Lender has loaned to Borrower the sum of Twenty Nine Million Six Hundred Thousand and No/100 Dollars (\$29,600,000.00) (the "Loan") evidenced by a promissory note in the original principal amount of Twenty Nine Million Six Hundred Thousand and No/100 Dollars (\$29,600,000.00) dated of even date herewith, executed by Borrower in favor of Lender (including any extensions, modifications, renewals and replacements, the "Note"); and

WHEREAS the Note is secured by that certain Mortgage and Security Agreement (with Assignment of Rents and Fixture Filing) (the "Mortgage") of even date herewith to and for the benefit of Lender encumbering certain land (the "Land") and all of the improvements now or hereafter thereon together with easements and other interests appurtenant thereto (collectively, the "Real Property"), located in the Village of Schaumburg, County of Cook and State of Illinois, which Land is more particularly described in Exhibit A attached hereto, together with the personal property and collateral (collectively, the "Personal Property") covered by the Mortgage (the Real Property and Personal Property referred to collectively as the "Security"), all as more fully described and covered by the Mortgage securing the Indebtedness (as such term is defined in the Mortgage) (collectively, the Note, the Mortgage, and any other documents evidencing, securing or otherwise pertaining to the payment of the Note are referred to herein as the "Loan Documents"); and

WHEREAS Lender has required this Assignment as a condition to making the Loan.

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I. ASSIGNMENT

1.1 Assignment of Leases. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the Permitted Encumbrances (as defined in the Mortgage) and the remaining terms and provisions set forth in this Assignment, Borrower hereby presently, absolutely and unconditionally grants, assigns, transfers and sets over unto Lender all of its right, title and interest as a landlord in and to all (a) existing and future leases and subleases, oral or written, of the Real Property and of space in the improvements constituting a part of the Real Property, license agreements, concession agreements and other occupancy agreements of any nature now or hereafter encumbering or affecting all or any part of the Real Property (collectively, the "Leases"), including but not limited to the leases listed on the certified rent roll given by Borrower to Lender and dated the date hereof (the "Rent Roll"), together with all extensions, supplements, renewals, modifications and replacements thereof now existing or hereafter made, and together with any and all guaranties of the obligations of the lessees, licensees, concessionaires and occupants thereunder (collectively, the "Lessees" and individually a "Lessee") and (b) all Rents (as defined in Section 1.2(C) below) and cash proceeds therefrom.

1.2 Assignment Absolute. This Assignment shall be a present, absolute and unconditional assignment, and shall, immediately upon execution, give Lender, without Lender first being required to (i) foreclose, (ii) take any actions to foreclose, (iii) institute any legal proceedings of any kind whatsoever, (iv) take possession of the Real Property or undertake any action for possession of the Real Property or (v) exercise any other actions or remedies hereunder or at law or in equity, the exclusive right and power (but not the obligation) at any time during the existence of any Event of Default (as defined in any of the Loan Documents) to (A) enter upon and take possession of the Real Property or any part thereof, (B) to rent or re-rent the same, either in the name of Lender or Borrower, (C) to sue for, collect and receive all rents, prepaid rents, additional rents, security deposits, royalties, issues, profits, license fees, concession fees, deposits and other income and revenue of every kind and nature due or to become due under or by virtue of the Leases (collectively, the "Rents") and/or (D) to enforce any and all of the agreements, terms, covenants and conditions in all of the Leases and to give notices thereunder.

1.3 Assignment of Security Deposits. If any of the Leases provide for a bond, deposit or other security to be paid by any Lessee to Borrower, Borrower hereby presently, absolutely and unconditionally assigns its right, title and interest in and to such bonds, deposits and security to Lender. Borrower, however, shall have a right to retain such security deposits so long as no Event of Default (hereinafter defined in Paragraph 4.1) hereunder has occurred and is continuing. Lender shall not be obligated to any Lessee for any such security deposit until Lender obtains actual possession or control of such security deposit after an Event of Default.

1.4 Assignment of Awards. Borrower assigns to Lender any award made hereafter to Borrower in any court proceeding involving any Lessee in any bankruptcy, insolvency or reorganization proceeding in any state or federal court, and any and all payments made by such Lessee in lieu of rent, and all such amounts shall be treated in the same manner and for all purposes as Rents (as defined in Section 1.2 above). Borrower hereby irrevocably appoints

Lender as Borrower's attorney-in-fact to appear in any such action or to collect any such award or payment at any time during the existence of any Event of Default (as defined in any of the Loan Documents).

1.5 Assignment of Powers. Except as otherwise provided in the Mortgage or elsewhere in this Assignment or agreed in writing by Lender, Borrower presently, absolutely and unconditionally assigns to Lender all of the right, power and authority of Borrower to change the Leases or cancel or terminate the Leases without the prior written consent of Lender.

II. LICENSE TO COLLECT

Lender grants to Borrower a license (revocable immediately upon the occurrence and during the continuance of an Event of Default) to collect the Rents as (but not more than one month before) they respectively become due, to collect the awards described in Section 1.4 and to enforce, change, cancel or terminate the Leases, so long as no Event of Default by Borrower has occurred and is continuing. Borrower's license under this Article II shall terminate upon and during the continuation of an Event of Default automatically, without notice. Borrower hereby irrevocably authorizes and directs each of the Lessees under the Leases, upon receipt of a written notice from Lender so demanding, to pay all Rent due or which becomes due under its Lease to Lender. For so long as Borrower's right to collect Rents remains in effect, Borrower shall apply all Rents first to the Indebtedness and Borrower's satisfaction and discharge of all of its obligations pertaining to the Real Property under the Leases and Loan Documents. Thereafter, Borrower may apply the balance of the Rents collected by Borrower in any manner not inconsistent with the Loan Documents. For purposes of this Assignment, Rents shall be deemed earned over the entire period to which they relate, and if Borrower has received any Rents which are properly allocable to any period following a foreclosure under the Loan Documents or transfer in lieu thereof, Borrower shall pay the amount so allocable to the then owner of the Real Property immediately upon demand. The right of Lender to receive all Rents from the Security upon the occurrence and during the continuance of any Event of Default shall be applicable whether or not Lender has entered upon, foreclosed, taken any actions to foreclose or taken possession of the Security, whether or not Lender has instituted any legal proceedings of any kind whatsoever, or whether or not Lender has otherwise attempted to exercise any other actions or remedies hereunder or at law or in equity. Until receipt from Lender of notice of the occurrence of an Event of Default hereunder, all tenants of the Leases and any successors to the leasehold interest of such tenants may pay Rents directly to Borrower, but after the occurrence of any Event of Default hereunder and during the continuance of same, Borrower covenants to hold all Rents paid to Borrower in trust for Lender.

III. WARRANTIES AND COVENANTS

- 3.1 Warranties of Borrower. Borrower hereby warrants and represents the following:
- (a) Subject to the Permitted Encumbrances and the rights granted to Lender under the Mortgage, Borrower is the sole holder of the landlord's or owner's interest under

the Leases and has all requisite partnership power and authority to sell, assign, transfer and set over the Leases and the Rents to Lender;

- (b) Borrower has made no presently effective assignment (other than this Assignment and the assignment contained in the Mortgage) of any of Borrower's rights in any of the Leases or the Rents;
- (c) Except as otherwise disclosed in that certain Borrower's Certificate dated of even date herewith executed by Borrower in favor of Lender, to Borrower's knowledge no Lessee under any of the Leases has any defense, setoff or counterclaim against Borrower;
- (d) The Rent Roll accurately lists all of the Leases currently in effect for the Real Property and such Rent Roll is true, correct and complete in all material respects;
- (e) Each of the Leases and any amendments thereto submitted by Borrower to Lender constitutes the entire agreement between the parties thereto, and there are no material agreements, undertakings, representations or warranties with the Lessees under such Leases, either oral or written, which have not been submitted to Lender;
- (f) To Borrower's knowledge, each of the Leases is valid, in full force and effect and enforceable in accordance with its terms, subject to bankruptcy, creditors' rights limitations and other limitations which do not prevent the practical realization of the benefits of the rights and remedies under the Leases; and
- (g) No rental concession in the form of any period of free rent or any other waiver, release, reduction, discount or other alteration of the Rent due or to become due has been granted to any Lessee under the Leases for any period subsequent to the effective date of this Assignment except as set forth in the Leases or disclosed to Lender in writing.

3.2 Covenants of Borrower. Except as otherwise provided herein or in the Mortgage or agreed or consented to by Lender in writing, Borrower hereby covenants and agrees that Borrower shall:

- (a) Fulfill, perform and observe in all material respects all of the obligations of landlord under the Leases;
- (b) Give prompt written notice to Lender of any material default or material claim of default by the Borrower or by the Lessee under any of the Leases, along with a complete copy of any written notice of such default or claim of default;
- (c) Use commercially reasonable efforts to enforce, short of termination, the performance of the Leases by the Lessees;
- (d) Not terminate or cancel any of the Leases; not accept a surrender of any of the Leases; not alter, modify or amend, nor waive any term or condition of any of the

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Leases without the prior written consent of Lender, except (in each case) to the extent permitted under the Mortgage;

- (e) Not collect or accept Rent more than one month in advance of the time any such Rent becomes due;
- (f) Not execute any future Leases, consent to the assignment of the Lessee's interest under any of the Leases, or consent to the subletting thereunder, without the prior written consent of Lender, except (in each case) to the extent permitted under the Mortgage;
- (g) Except for the Mortgage and any subordinate financing permitted under the Mortgage, not execute any assignment or pledge of the landlord's interest under any of the Leases or of the Rents or any interest therein or suffer or permit such to occur by operation of law without Lender's express prior written consent;
- (h) Not permit any of the Leases to become subordinate to any lien other than the lien of the Mortgage;
- (i) Except to the extent expressly permitted under Section 24 of the Mortgage, not alter, modify, change, release, waive, cancel or terminate the terms of any guarantee of any Lessee's obligations under any of the Leases in whole or in part without the prior written consent of Lender; and
- (j) Not take any action which will cause or permit the estate of any Lessees under the Leases to merge with Borrower's interest in the Property.

3.3 Covenant of Lender. Upon the payment in full of the Indebtedness and discharge of all obligations owed by Borrower to Lender under the Loan Documents, this Assignment shall be terminated and released of record by Lender at Borrower's expense and at Borrower's request and shall thereupon be of no further force or effect.

IV.

DEFAULTS; LENDER'S REMEDIES

4.1 Events of Default. Any of the following shall constitute an Event of Default hereunder:

- (a) The occurrence of an Event of Default under the Note, the Mortgage or any other of the other Loan Documents (in each case as Event of Default is therein defined); or
- (b) Any breach by Borrower of any covenant, agreement, condition, representation or warranty by Borrower contained in this Assignment, which breach of any covenant, agreement, condition or unintentional misrepresentation or warranty is not cured within thirty (30) days after written notice of the breach from Lender to Borrower, or if such breach is not reasonably susceptible of cure within such period, so long as Borrower has commenced and is diligently pursuing such cure

and such cure occurs within one hundred eighty (180) days after Lender's notice to Borrower of such default.

Unless Borrower's default is susceptible to cure by payment of money to Lender and Lender receives sums sufficient to provide a complete reinstatement of such default in accordance with applicable Illinois law, the receipt by Lender of any Rent pursuant to this Assignment after the institution of foreclosure proceedings as provided in the Mortgage shall not cure any such default or affect such proceedings or any sale pursuant thereto, nor shall the receipt of this Assignment or any Rents pursuant hereto be deemed to limit any rights or remedies of Lender under the Mortgage.

4.2 Remedies. During the continuance of any Event of Default, Borrower's right and license under Article II of this Assignment shall automatically terminate and be suspended. Additionally, Lender may at any time thereafter, at its option and without notice or demand of any kind, and without regard to the adequacy of security for payment of the Indebtedness, exercise any or all of the following remedies:

- (a) Declare all of the Indebtedness immediately due and payable;
- (b) Take physical possession of the Security and of all books, records, documents and accounts relating to the Security and the Borrower's business thereon, and manage and operate the Real Property and the Borrower's business thereon without interference from Borrower, at Borrower's expense, including, without limitation, the right to lease the Security and to hire a manager for the Security;
- (c) With or without taking possession of the Real Property, enforce this Assignment by any of the following means:
 - (i) By application for appointment of, or appointment of, a receiver;
 - (ii) By obtaining possession of the Rents;
 - (iii) By delivery to one or more Lessees a written demand for turnover of the Rents; and
 - (iv) By delivery to Borrower of a written demand for the Rents.

If Lender makes a demand as provided in the foregoing subsection (iii) or (iv), then Lender shall deliver a copy of such demand to Borrower and/or any other assignee of the Rents to the extent and in the manner required under Illinois law. Lender waives any requirement for notice of termination of the license and/or enforcement of this Assignment. Borrower agrees that Lender shall be entitled to appointment of a receiver as a matter of right and that Lender shall be entitled to specific performance of the provisions of this Assignment pertaining to appointment of a receiver.

- (d) In Borrower's or Lender's name, to institute any legal or equitable action which Lender, in its sole discretion, deems desirable to collect any or all of the Rents;

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- (e) Perform any or all obligations of Borrower under any of the Leases or this Assignment and to take such actions as Lender deems appropriate to protect its security, including, without limitation: (i) appearing in any action or proceeding affecting any of the Leases or the Security; (ii) executing new leases and modifying, terminating or cancelling existing Leases; (iii) decorating, cleaning, repairing, refurbishing and improving the Real Property and all portions thereof; (iv) collecting, modifying and compromising any Rents payable under the Leases; and (v) enforcing any of the Leases, including, if necessary, evicting tenants; and
- (f) Any other remedies permitted to Lender under applicable law.

The foregoing remedies are in addition to any remedies afforded Lender under any other of the Loan Documents. All of the remedies of Lender shall be cumulative and may be exercised at Lender's option concurrently or successively and the exercise or beginning of exercise by Lender of any such remedies shall not preclude the simultaneous or subsequent exercise of the same remedy or any other remedy available to Lender. Any such action by Lender shall not operate as a waiver of the Event of Default in question, or as an affirmation of any Lease or of the rights of any Lessee in the event title to that part of the Security covered by the Lease or held by the Lessee should be acquired by Lender or other purchaser at a foreclosure sale. No failure or delay on the part of Lender to exercise any remedy shall operate as a waiver thereof.

4.3 Lender's Right of Self Help. In addition to the remedies set forth herein or otherwise available at law or in equity, Lender shall be entitled at any time whether or not there exists an Event of Default to perform any or all obligations of Borrower in default under any of the Leases or required by this Assignment and after there occurs an event, which with the passage of time may become an Event of Default, to take such actions as Lender deems appropriate to protect its security, including, without limitation: (i) appearing in any action or proceeding affecting any of the Leases or the Real Property; (ii) executing new Leases and modifying, terminating or canceling existing Leases; (iii) decorating, cleaning, repairing, refurbishing and improving the Real Property and all portions thereof; (iv) collecting, modifying and compromising any Rents payable under the Leases; and (v) enforcing any of the Leases, including, if necessary, evicting tenants, provided Lender shall not take any of the foregoing actions unless (i) there has been an Event of Default or (ii) an event has occurred for which Lender believes that the failure to take such action would cause a material impairment of Lender's security.

4.4 Application of Proceeds. Any amounts collected by Lender hereunder shall be applied by Lender, first to payment of ad valorem taxes and utility charges for the Security attributable solely to the period during which such Rents are collected and then, in such order as Lender shall elect, to the payment of the Indebtedness, including all principal; accrued, unpaid interest; prepayment fees; late charges; advances; and all other costs and expenses, including attorneys' fees, incurred by Lender in operating, protecting, preserving and realizing on Lender's interest in the Security, including any fees incurred in the representation of Lender in any proceeding under Title 11, United States Code; and any other amount due under the Note, the Mortgage or any other of the Loan Documents. Lender shall not be liable for its failure to collect, or its failure to exercise diligence in the collection of Rents.

It is understood and agreed that neither the assignment of the Rents to Lender nor the exercise by Lender of any of its rights or remedies under this Assignment shall be deemed to make Lender a "Mortgagee-in-Possession" or otherwise responsible or liable in any manner with respect to the Security or the use, occupancy, enjoyment or operation of all or any portion thereof, unless and until Lender, in person or agent, assumes actual physical possession thereof, nor shall appointment of a receiver by any court at the request of Lender or by agreement with Borrower or the entering into possession of the Security or any part thereof by such receiver be deemed to make Lender a "Mortgagee-in-Possession" or otherwise responsible or liable in any manner with respect to the Security or the use, occupancy, enjoyment or operation of all or any portion thereof.

V.

NO LIABILITY, INDEMNIFICATION

5.1 No Liability. Nothing in this Assignment shall be construed to impose upon Lender any obligation or responsibility of Borrower, to any Lessee under any of the Leases or to any other third party, for the control, care, safety, management or repair of the Security; the performance of any of the landlord's obligations under the Leases; or for any dangerous or defective condition on the Security.

5.2 Indemnification. Borrower shall indemnify and hold Lender harmless from and against all obligations, liabilities, losses, costs, expenses, civil fines, penalties or damages (including attorneys' fees) which Lender may incur by reason of this Assignment, for any action reasonably taken by Lender under this Assignment or in connection with any of the Leases or with regard to the Security prior to such time as Lender takes physical possession of and manages and operates the Security after an Event of Default. Borrower shall defend Lender against any claim or litigation involving Lender for the same. Should Lender incur such obligation, liability, loss, cost, expense, civil fine, penalty or damage, Borrower shall reimburse Lender upon demand. Any amount owed Lender under this provision shall bear interest at the Default Rate defined and described in the Note from the date five (5) days after Lender notifies Borrower in writing of such amount due until paid.

VI.

MISCELLANEOUS

6.1 Parties Intent. AS BETWEEN LENDER AND BORROWER, AND ANY PERSON OR ENTITY CLAIMING THROUGH OR UNDER BORROWER, OTHER THAN ANY LESSEE UNDER ANY OF THE LEASES (OR THE SUCCESSOR OF ANY SUCH LESSEE) WHO HAS NOT RECEIVED ANY NOTICE OF AN EVENT OF A DEFAULT HEREUNDER, THE ASSIGNMENT CONTAINED HEREIN IS INTENDED TO BE ABSOLUTE, UNCONDITIONAL AND PRESENTLY EFFECTIVE. THE LAST SENTENCE OF ARTICLE II OF THIS ASSIGNMENT IS INTENDED SOLELY FOR THE BENEFIT OF EACH LESSEE UNDER ANY OF THE LEASES (OR THE SUCCESSOR OF ANY SUCH LESSEE) AND SHALL NEVER INURE TO THE BENEFIT OF BORROWER OR ANY PERSON CLAIMING THROUGH OR UNDER BORROWER, OTHER THAN A LESSEE UNDER ANY OF THE LEASES (OR THE SUCCESSOR OF ANY SUCH LESSEE) WHO HAS NOT RECEIVED SUCH NOTICE. TO THE MAXIMUM EXTENT PERMITTED BY

LAW AND THIS ASSIGNMENT, IT SHALL NEVER BE NECESSARY FOR LENDER TO INSTITUTE LEGAL PROCEEDINGS OF ANY KIND WHATSOEVER OR TO TAKE ANY OTHER ACTIONS HEREUNDER OR AT LAW OR IN EQUITY TO ENFORCE THE PROVISIONS CONTAINED HEREIN.

6.2 Modifications, Etc. Borrower hereby consents and agrees that Lender may at any time and from time to time, without notice to or further consent from Borrower, either with or without consideration, surrender any property or other security of any kind or nature whatsoever held by Lender or by any person, firm or corporation on Lender's behalf or for its account, securing the Indebtedness; substitute for any collateral so held by Lender, other collateral of like kind, or of any kind; agree to modification of the terms of the Note, the Mortgage or any other of the Loan Documents; extend or renew the Note, the Mortgage or any other of the Loan Documents for any period; grant releases, compromises and indulgences with respect to the Note, the Mortgage or any other of the Loan Documents to any person or entities now or hereafter liable thereunder or hereunder; release any guarantor or endorser of the Note, the Mortgage or any other of the Loan Documents; or take or fail to take any action of any type whatsoever; and no such action which Lender shall take or fail to take in connection with the Loan Documents, or any of them, or any security for the payment of the Indebtedness or for the performance of any obligations or undertakings of Borrower, nor any course of dealing with Borrower or any other person, shall release Borrower's obligations hereunder, affect this Assignment in any way or afford Borrower any recourse against Lender. The provisions of this Assignment shall extend and be applicable to all renewals, amendments, extensions, consolidations and modifications of the Loan Documents and the Leases, and any and all references herein to the Loan Documents or the Leases shall be deemed to include any such renewals, amendments, extensions, consolidations or modifications thereof.

6.3 Further Assurance. At any time and from time to time, upon request by Lender, Borrower will make, execute and deliver, or cause to be made, executed and delivered, to Lender and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Lender, any and all such other and further assignments, deeds to secure debt, mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may, in the reasonable opinion of Lender, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve (a) the obligations of Borrower under this Assignment and (b) the security interest created by this Assignment as a first and prior security interest upon the Leases and the Rents. Upon any failure by Borrower so to do, Lender may make, execute, record, file, rerecord and/or refile any and all such assignments, deeds to secure debt, mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments, certificates and documents for and in the name of Borrower, and Borrower hereby irrevocably appoints Lender the agent and attorney in fact of Borrower so to do.

6.4 Successors and Assigns. All of the terms and conditions of this Assignment are hereby made binding upon the executors, heirs, administrators, successors and permitted assigns of both Lender and Borrower, including any trustee or debtor-in-possession appointed in any proceeding under Title 11, United States Code. As used herein, the term "Lender" includes

Lender and also any future owners or holders of the Note or any interest therein permitted by the Loan Documents.

6.5 Notices. Any notice, request, demand, statement or consent made hereunder shall be in writing signed by the party giving such notice, request, demand, statement or consent, and shall be deemed to have been properly given when actually received by the party to which such notice is addressed at their address set forth below. If delivery of such notice is refused by addressee, such notice shall be deemed to have been properly given on the date delivery to such address is attempted and refused. The effective date of any notice given as aforesaid shall be the date of actual receipt by the addressee, or, if delivery is refused, the date delivery is attempted. For purposes hereof, the addresses are as follows:

Borrower: Woodfield Preserve Phase I LLC
c/o Hines
Three First National Plaza - Suite 440
Chicago, Illinois 60602
Attention: C. Kevin Shannahan

With a courtesy copy to: Woodfield Preserve Realty Company LLC
c/o JP Morgan Investment Management, Inc.
522 Fifth Avenue - 9th Floor
New York, New York 10036
Attention: Ann E. Cole

and to: Baker Boats, L.L.P.
910 Louisiana, 31st Floor
Houston, Texas 77002-4995
Attention: Fred H. Dunlop

and to: Debevoise & Plimpton
875 Third Avenue
New York, New York 10022
Attention: Matthew T. Golden

Lender: New York State Teachers' Retirement System
10 Corporate Woods Drive
Albany, New York 12211-2395
Attention: Supervisor, Mortgage Servicing

With a courtesy copy to: Sonnenschein Nath & Rosenthal
8000 Sears Tower
Chicago, Illinois 60606
Attention: Patrick G. Moran

Notwithstanding the foregoing agreement to attempt to provide courtesy copies, such copies shall be courtesy copies only, and failure to make such courtesy copies to any person or entity other than Borrower shall have absolutely no effect or entitle Borrower to any remedy whatsoever. Any notice duly given to Borrower shall be effective whether or not the courtesy copies were given. Any party may designate a change of address by written notice to the others, given at least ten (10) days before such change of address is to become effective.

6.6 Conflict. The absolute assignment of Leases and Rents contained in this Assignment is in addition to the assignment of leases and rents contained in the Mortgage. It is the intent of Borrower and Lender that no conflict exist between this Assignment and the Mortgage. However, if and to the extent of any such conflict or perceived conflict, such conflict shall be resolved in favor of the absolute assignment herein contained and this Assignment shall control.

6.7 GOVERNING LAW. THIS ASSIGNMENT SHALL BE CONSTRUED, AND THE RIGHTS AND OBLIGATIONS OF LENDER AND BORROWER SHALL BE DETERMINED, IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

6.8 Captions. The captions of this Assignment are inserted only for the purpose of convenience, and in no way define, limit or prescribe the scope or extent of this Assignment or any part hereof.

6.9 Exhibits. All Exhibits referred to herein and attached hereto are hereby incorporated and made a part of this Assignment.

6.10 No Oral Modifications; Amendments. No oral amendment to this Assignment shall be binding on the parties hereto. Any modification of or amendment to this Assignment must be in writing signed by both parties.

6.11 Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require.

6.12 Invalidity. If any provision of this Assignment shall be held invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Assignment.

6.13 Attorneys' Fees. Any reference to "attorney fees", "attorney's fees" or "attorneys' fees" in this document includes the reasonable fees, charges and costs incurred by Lender through its retention of outside legal counsel or for services rendered by Lender's in-house counsel. Any reference to "attorney fees", "attorney's fees" or "attorneys' fees" shall also include but not be limited to those attorney or legal fees, costs and charges incurred by Lender in the collection of any Indebtedness, the enforcement of any obligations hereunder, the protection of the Security, the foreclosure of (or exercise of power of sale under) the Mortgage, the sale of the Security, the defense of actions arising hereunder and the collection, protection or setoff of any claim the Lender may have in a proceeding under Title 11, United States Code. Attorneys' fees provided for hereunder shall accrue whether or not Lender has provided notice of an Event of Default or of an intention to exercise its remedies for such Event of Default.

6.14 Joint and Several Liability. If more than one person, corporation, partnership or other entity shall execute this Assignment as Borrower, then each person and entity shall be fully liable for all obligations of Borrower hereunder, and such obligations shall be joint and several.

6.15 Non-Recourse. Except as specifically provided hereinafter in this Section, no judgment for the repayment of the Indebtedness or interest thereon or the performance of any of the other obligations under this Assignment or any of the other Loan Documents or payment of any amount due under this Assignment or the other Loan Documents will be enforced against Borrower, or any of the partners comprising Borrower or the officers, directors, trustees, shareholders, partners, members, managers, employees or representatives of any of them (collectively, the "Borrower Parties"), personally or any property of Borrower or the Borrower Parties, other than the Security and any other security furnished under the Loan Documents in any action to foreclose the Mortgage, to otherwise realize upon any security furnished under the Loan Documents, to collect any amount payable under this Assignment or any of the Loan Documents or to enforce performance of any of the other provisions of this Assignment or any of the other Loan Documents; provided, however, nothing herein shall limit or be construed to limit or impair the enforcement against the Security and all other security furnished under the Loan Documents or any other rights or remedies of Lender with respect to actions at law or in equity other than the matters specifically set forth in this sentence. Notwithstanding the foregoing:

- (a) Nothing herein contained shall be construed as prohibiting Lender from exercising any and all remedies which the Loan Documents permit, including the right to bring actions or proceedings against Borrower and/or (to the extent necessary or required to exercise such remedies) the Borrower Parties and to enter a judgment against Borrower and/or (to the extent necessary or required to exercise such remedies) the Borrower Parties, so long as the exercise of any remedy does not extend to execution against or recovery out of any property of Borrower and/or the Borrower Parties other than the Security furnished under the Loan Documents in any action to foreclose the Mortgage, or otherwise to realize upon any security furnished under the Loan Documents, or to collect any amounts payable hereunder;
- (b) The limitation on liability set forth in this Section 6.15 shall not apply and Borrower (but not any of the Borrower Parties) shall be fully and personally liable for the actual damages incurred by Lender (including all interest at the Interest Rate (as defined in the Note) or the Default Rate (as defined in the Note), as may be applicable, which accrues pursuant to the Loan Documents) and any pre-judgment and post-judgment interest and attorneys' fees, to the extent set forth below, for
 - (i) misapplying any condemnation awards or insurance awards attributable to the Security, to the full extent of such award so misapplied,
 - (ii) misapplying any security deposits attributable to the Security, to the full extent of such deposits so misapplied,

(iii) collecting any Rents more than one month in advance in violation of any covenant under the Loan Documents unless otherwise agreed to in writing by Lender, to the full extent of such rents so collected in advance and not applied on the Indebtedness, operating and maintenance expenses, insurance premiums, taxes, capital expenditures, management fees paid pursuant to a management agreement approved by Lender, leasing fees and expenses, marketing and advertising costs, and other sums payable to unrelated third parties (and to related parties to the extent not exceeding a market rate or as approved by Lender) with respect to the ownership and operation of the Security during the period beginning six (6) months prior to Borrower's receipt of written notice of default and continuing through the date Lender takes title to the Security or obtains a judicially appointed receiver or, if no notice is required with respect to a default, during the period beginning six (6) months prior to such default and continuing through the date Lender takes title to the Security or obtains a judicially appointed receiver,

(iv) committing fraud or intentional misrepresentation in connection with the operation of the Security or the making of the Loan evidenced by the Note or otherwise in connection with the Loan Documents, to the full extent of any remedies available at law or in equity, including any loss, damage, expense or costs (including reasonable attorneys' fees) incurred by Lender resulting from such fraud or intentional misrepresentation, and

(v) during the period beginning six (6) months prior to Borrower's receipt of written notice of default and continuing through the date Lender takes title to the Security or obtains a judicially appointed receiver or, if no notice is required with respect to a default, during the period beginning six (6) months prior to such default and continuing through the date Lender takes title to the Security or obtains a judicially appointed receiver, failing to pay any debt service or other amounts due on the Indebtedness or any other indebtedness related to the Security, or any operating and maintenance expenses, real estate taxes or assessments, insurance premiums, deposits into a reserve account required by Lender, capital expenditures, management fees, leasing fees and expenses, marketing and advertising costs or other sums required by the Loan Documents, but only to the extent gross revenues from the Security were available but were not so used (y) to pay such debt service, amounts due on the Indebtedness and expenses at the time same were due and payable or (z) to make reasonable and customary reserves for expenses that accrue or become due and payable during such period;

(c) Borrower's personal liability under and the exercise of any of Lender's rights under the Environmental Indemnification Agreement of even date herewith from Borrower to Lender shall be limited to the Security (except as otherwise expressly provided therein); and further, the Borrower Parties shall not be personally liable under such Environmental Indemnification Agreement; and

(d) There shall be no limitation on or prejudice to the rights of Lender to proceed against any entity or person whatsoever, including Borrower, with respect to the enforcement of any written guaranty agreements executed after the date hereof guaranteeing the Indebtedness or other sums due hereunder or under any of the

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other Loan Documents or any part thereof, any master leases, or any similar rights of payment.

6.16 Waiver of Jury Trial. BORROWER AND LENDER HEREBY AGREE TO WAIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS ASSIGNMENT, ANY OF THE OTHER LOAN DOCUMENTS OR ANY DEALINGS BETWEEN BORROWER AND LENDER RELATING TO THE SUBJECT MATTER OF THIS ASSIGNMENT AND THE LENDER/BORROWER RELATIONSHIP THAT IS BEING ESTABLISHED. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. Borrower and Lender acknowledge that this waiver is a material inducement to the parties to enter into a business relationship, that the parties have relied on the waiver in making the loan evidenced by this Assignment, and that the parties will continue to rely on the waiver in related future dealings with each other. Each party further warrants and represents that it has reviewed this waiver with its legal counsel, and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. THIS WAIVER MAY ONLY BE MODIFIED IN WRITING SIGNED BY BOTH LENDER AND BORROWER. In the event of litigation, this Assignment may be filed as a written consent to a trial by the court.

THIS ASSIGNMENT IS PAYABLE IN FULL ON THE MATURITY DATE. ON THE MATURITY DATE BORROWER MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER OF THIS ASSIGNMENT IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT ANY TIME. BORROWER WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT BORROWER MAY OWN, OR BORROWER WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER OF THIS ASSIGNMENT, WILLING TO LEND BORROWER THE MONEY. IF BORROWER REFINANCES THIS LOAN AT MATURITY FROM LENDER, BORROWER MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN THOUGH BORROWER OBTAINS REFINANCING FROM THE LENDER OF THIS ASSIGNMENT.

[END OF TEXT]

EXECUTED as of the date first appearing on page 1 hereof.

BORROWER:

WOODFIELD PRESERVE PHASE I LLC,
a Delaware limited liability company


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

By: Schaumburg Hines Limited Partnership,
a Texas limited partnership,
its managing member

By: Hines Management L.L.C.,
a Delaware limited liability company,
its general partner

By: Hines Interests Limited Partnership,
a Delaware limited partnership,
its sole member

By: Hines Holdings, Inc.,
a Texas corporation,
its general partner

By: 
C. Kevin Shanahan,
Executive Vice President



Property of Cook County Clerk's Office

[SIGNATURE PAGE TO ASSIGNMENT OF RENTS AND LEASES]

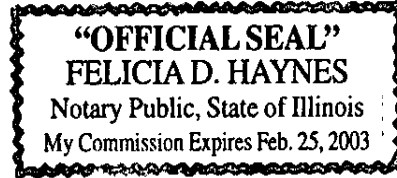
STATE OF ILLINOIS)
)
COUNTY OF COOK)

On November 1, 2000, before me,
Felicia D. Haynes, personally appeared C. Kevin Shannahan,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument and acknowledged to me that he executed the
same in his/her/their authorized capacity, and that by his signature on the instrument the person,
or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Felicia D. Haynes

(Seal)



[ACKNOWLEDGMENT PAGE TO ASSIGNMENT OF RENTS AND LEASES]

EXHIBIT A
TO
ASSIGNMENT OF RENTS AND LEASES

Land:

PARCEL 1: Lot 1 in Woodfield Preserve Subdivision according to the plat recorded January 20, 1999 as Document No. 99060953, being a resubdivision of Lot 9 in Lincoln Meadows Subdivision, being a subdivision of part of Section 24, Township 41 North, Range 10, East of the Third Principal Meridian, according to the plat recorded January 6, 1989 as Document No. 89007940, all in Cook County, Illinois.

PARCEL 2: A non-exclusive 20 foot storm sewer easement for the benefit of Parcel 1 as created by the Lincoln Meadows Declaration of Protective Covenants, Restrictions and Easements for Storm Water Drainage and Storage dated April 20, 1988 and recorded April 22, 1988 as Document 88168527 made by Lincoln Meadows Associates, an Illinois general partnership, Fredrickson Real Estate Improvement Company, an Illinois corporation and Harris Bank of Hinsdale, as trustee under trust agreement dated February 3, 1987 and known as Trust No. L-1503 and Harris Bank of Hinsdale, as trustee under trust number L-1686 for the following purposes: to construct, install, improve and maintain said area with pipelines, culverts, catch basins, manholes and appurtenances thereto for acceptance and conveyance of storm water runoff from tributary portions of the property identified on the plat as Parcel D in a manner which is in accordance with the subdivision control regulations of the village, over the land lying west of and adjoining Parcel 1 as shown on the plat of survey made by S.D.I. Consultants, Ltd., dated February 23, 1998 as Project No. 97023.

PARCEL 3: Non-exclusive easements for the benefit of Parcel 1 as created by the Construction, Operation and Reciprocal Easement Agreement for Woodfield Preserve Office Center dated January 15, 1999 and recorded January 22, 1999 as Document No. 99070356 from Fredrickson Real Estate Improvement Company, Schaumburg Hines Development, LLC for the purposes of pedestrian and vehicular ingress and egress, detention and drainage, water and storm sewers, construction, and for such other purposes as may be set forth in said agreement over the following described land:

Lots 2, 3 and 4 in Woodfield Preserve Subdivision according to the plat recorded January 20, 1999 as Document No. 99060953, being a resubdivision of Lot 9 in Lincoln Meadows Subdivision, being a subdivision of part of Section 24, Township 41 North, Range 10, East of the Third Principal Meridian, according to the plat recorded January 6, 1989 as Document No. 89007940, all in Cook County, Illinois.

P.I.N.: 07-24-401-⁰⁰³~~022~~

Commonly known as: 10 North Martingale, Schaumburg, IL 60173.