

ASSIGNMENT OF RENTS AND LEASES



55 East Monroe Office Building
Chicago, Illinois

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This ASSIGNMENT OF RENTS AND LEASES (this "Assignment") is made as of the 20th day of February, 2000, by TST 55 EAST MONROE, L.L.C., a Delaware limited liability company ("Borrower") in favor of CONNECTICUT GENERAL LIFE INSURANCE COMPANY, a Connecticut corporation ("CGLIC") and NEW YORK LIFE INSURANCE COMPANY, a New York mutual insurance company ("NYLIC") (collectively, "Lender").

WITNESSETH

WHEREAS Lender has loaned to Borrower the sum of One Hundred Twenty-Five Million and 00/100 Dollars (\$125,000,000.00) evidenced by (i) that certain Promissory Note of even date herewith, executed by Borrower in favor of CGLIC and (ii) that certain Promissory Note of even date herewith, executed by Borrower in favor of NYLIC, each respectively, in the face principal sum of \$62,500,000.00 (including any extensions, modifications, renewals and replacements, collectively, the "Notes"); and

This instrument was prepared by and after recording should be returned to:

Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.
Suite 3700
55 East Monroe Street
Chicago, IL 60603-5802
Attn: Lisa D. McCoy, Esq.

Street address of subject property:

55 East Monroe Street
Chicago, Illinois

Permanent Real Estate Tax Index Number(s):

- 17-15-103-001-0000
- 17-15-103-002-0000
- 17-15-103-003-0000
- 17-15-103-009-8002

WHEREAS payment of the debt evidenced by the Notes is secured by that certain Mortgage and Security Agreement of even date herewith, executed by Borrower in favor of Lender (the "Mortgage"), encumbering Borrower's leasehold interests in certain real property situated in the City of Chicago, County of Cook, State of Illinois, as more particularly described in **Exhibit A** attached hereto and all of the improvements thereon (collectively, the "Real Property") (collectively, the Notes, the Mortgage, and any other documents evidencing or securing payment of the Notes are referred to herein as the "Loan Documents"); and

WHEREAS Lender has required an assignment of leases as additional security for payment of all sums due under the Loan Documents including, without limitation, principal, accrued and unpaid interest, any applicable prepayment fees, any late charges, any attorneys fees and any advances (collectively, the "Indebtedness").

NOW THEREFORE, Lender and Borrower, in consideration of the foregoing, hereby agree as follows:

I. ASSIGNMENT

1.1. **Assignment of Leases.** Borrower hereby presently, irrevocably, absolutely and unconditionally transfers, assigns and sets over unto Lender all of Borrower's right, title, and interest in and to all present and future leases, subleases, license agreements, concession agreements, lease termination agreements and other occupancy agreements of any nature, oral or written, regarding all or any part of the Real Property (collectively, the "Leases"), including but not limited to the leases listed on the attached **Exhibit B** (the "Schedule of Leases"), together with all extensions, modifications, supplements, renewals and replacements thereof, and together with any and all guaranties of the obligations of the lessees, licensees, concessionaires and occupants thereunder (collectively, the "Lessees"), and also together with the rights of Borrower to receive, hold and apply all bonds and security in all of said Leases provided to be furnished to the lessor thereunder, and also together with the rights of Borrower to enforce any and all of the agreements, terms, covenants and conditions in all of said Leases provided and to give notices thereunder.

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1.2. Assignment Absolute. This Assignment shall be a present, irrevocable, absolute and unconditional assignment, and shall, immediately upon execution, give Lender the right to sue for, collect and receive all rents, prepaid rents, additional rents, royalties, security deposits, damages payable upon default by tenant or other sums in any of said Leases provided to be paid to the lessor thereunder, profits, income, license fees, concession fees, lease termination fees and other income of every kind and nature due by virtue of the Leases (collectively, the "Rents").

1.3. Assignment of Security Deposit. If any of the Leases provide for a security deposit paid by any Lessee to Borrower, Borrower hereby assigns its right, title and interest in and to such security deposit to Lender. Borrower, however, shall have the right to retain such security deposits so long as there has been no Event of Default (hereinafter defined in Paragraph 4.1) hereunder, provided Lender shall not be obligated to any Lessee for any such security deposit until Lender obtains possession or control of such security deposit after an Event of Default.

II. LICENSE TO COLLECT

Lender grants to Borrower a revocable license to collect the Rents as they respectively become due and to enforce the Leases, so long as there is no Event of Default by Borrower hereunder; provided, however, that Borrower shall deposit any lease termination fee it collects in accordance with that certain Re-Leasing Reserve Escrow and Security Agreement, of even date herewith, by and among Borrower, Lender, Julian, Toft & Downey, Inc., as CGLIC's Agent and LaSalle Bank National Association, as Escrow Holder (the "Re-Leasing Escrow Agreement"). 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.

III. WARRANTIES AND COVENANTS

3.1. Warranties of Borrower. Borrower hereby represents and warrants the following:

(a). Borrower is the sole holder of the landlord's or owner's interest under the Leases and has good right to sell, assign, transfer and set over the Leases and the Rents to Lender;

(b). Borrower has made no assignment other than this Assignment of any of Borrower's rights in any of the Leases or the Rents that will survive the funding of the loan secured by the Mortgage, except as set forth in Section 8.03 of that certain Lease dated May 1, 1969 from Harris Trust & Savings Bank, Successor Trustee under Trust Agreement dated October 2, 1950 and known as Trust No. 9484, whose interests as Trustee have been assigned to Cole Taylor Bank, successor trustee to Trust No. 9484, as ground lessor, and in Paragraph 3 of that certain Addendum to such Lease dated May 1, 1969, which assignments are and shall be subordinate to the assignment herein contained;

(c). To the best of Borrower's knowledge, except as stated in Exhibit B, there is no default by Borrower or by any Lessee under any of the Leases, or any state of facts which, with the passing of time or giving of notice or both, would constitute a default by Borrower or by any Lessee under the Leases;

(d). To the best of Borrower's knowledge, all of the Leases provide for Rent to be paid monthly in advance, all Rent due to date has been collected other than as indicated on Exhibit B and no Rent has been collected more than one month in advance, except as indicated on Exhibit B;

(e). To the best of Borrower's knowledge, no Lessee under any of the Leases has any defense, setoff or counterclaim against Borrower;

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(f). The Schedule of Leases attached as Exhibit B lists all of the Leases currently in effect for the Real Property;

(g). 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 agreements, undertakings, representations, or warranties, either oral or written, which have not been submitted to Lender;

(h). Each of the Leases is valid, in full force and effect, and enforceable in accordance with its terms;

(i). 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 on Exhibit B.

3.2. Covenants of Borrower. Borrower hereby covenants and agrees that Borrower shall:

(a). Fulfill, perform and observe all of the obligations of landlord under the Leases;

(b). Give prompt written notice to Lender of any default or 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). Enforce, short of termination, the performance of the Leases by the Lessees;

(d). Except as otherwise provided in the Mortgage, not alter, modify, amend, terminate or cancel any of the Leases, nor accept a surrender of any of the Leases, nor waive any term or condition of any of the Leases without the prior written consent of Lender;

(e). Not collect or accept Rent more than one month in advance of the time any such Rent becomes due;

(f). Except as otherwise provided in the Mortgage, not execute any future Leases, nor consent to the assignment of the Lessee's interest under any of the Leases, nor consent to the subletting thereunder without the prior written consent of Lender;

(g). Not execute any other assignment 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;

(h). Not permit any of the Leases to become subordinate to any lien other than the lien of the Mortgage;

(i). Not alter, modify, change, release, waive, cancel, nor terminate the terms of any guarantee of any of Lessee's obligations under any of the Leases in whole or in part without the prior written consent of Lender;

(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 Real Property.

(k). Furnish to Lender an original attornment agreement executed by the tenant under any Lease hereafter entered into and an original estoppel, addressed to Lender, from each such tenant in form and substance satisfactory to Lender.

(l). Give prompt written notice to Lender of the early termination of any of the Leases, whether or not such early termination is permitted pursuant to the terms of the Leases.

(m). Deposit all early termination fees into escrow pursuant to the terms of the Re-Leasing Escrow Agreement.

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3.3. Covenant of Lender. Upon the payment in full of the Indebtedness this Assignment shall be terminated and released of record by Lender and shall thereupon be of no further force or effect.

ARTICLE 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, and as defined and described in, the Notes, the Mortgage or any other of the Loan Documents;

(b). Any breach by Borrower of any covenant, agreement, or condition of this Assignment, which is not cured within thirty (30) days after written notice of the breach from Lender to Borrower, provided, however, that if the nature of such failure to perform is such that the same cannot be cured within such thirty (30) day period, there shall not be deemed to be an Event of Default if Borrower shall, within such period, commence to cure that failure to perform and thereafter diligently prosecute the cure to completion, but in no event to exceed one hundred twenty (120) days in the aggregate;

(c). Any of Borrower's representations or warranties contained in this Assignment proves to be untrue or misleading in any material respect.

4.2. Remedies. Upon an Event of Default, 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 Real Property and of all books, records, documents and accounts relating to the Real Property 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 rent and lease the Real Property and to hire a manager for the Real Property;

(c). With or without taking possession of the Real Property, to collect the Rents and any other sums owing under any of the Leases, either by itself or through a receiver, the license to collect Rents given to Borrower by Lender pursuant to Article II hereof being deemed automatically revoked upon an Event of Default, and Borrower hereby consenting to the appointment of a receiver upon the occurrence of an Event of Default;

(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;

(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 Real Property; (ii) executing new leases and modifying, terminating or cancelling existing Leases; (iii) collecting, modifying and compromising any Rents payable under the Leases; (iv) 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 or in law or equity, by statute or otherwise, all of which rights and remedies are reserved by Lender. 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. No failure or delay on the part of Lender to exercise any remedy shall operate as a waiver thereof.

4.3. Application of Proceeds. Any amounts collected by Lender hereunder shall be applied by Lender, to pay, in such order as Lender shall elect, the Indebtedness, including all principal; accrued, unpaid interest; prepayment fees; late charges; advances; and all costs and expenses, including attorneys fees, incurred by Lender in operating, protecting, preserving and realizing on Lender's interest in the Real Property 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 Notes, the Mortgage or any other of the Loan Documents.

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 Real Property or the use, occupancy, enjoyment or operation of all or any portion thereof, unless and until Lender, in person or through an agent, assumes actual 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 Real Property 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 Real Property or the use, occupancy, enjoyment or operation of all or any portion thereof.

ARTICLE 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, management or repair of the Real Property, the performance of any of the landlord's obligations under the Leases, or for any dangerous or defective condition on the Real Property, except that this Section is not intended to either create or negate any liability of Lender that may arise out of Lender's acts in the event that Lender take possession of the Real Property.

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 reasonable attorneys fees) which Lender may incur by reason of this Assignment or in connection with any of the Leases or with regard to the Real Property prior to such time as Lender takes actual physical possession of and manages and operates the Real Property after an Event of Default. Borrower shall, with counsel reasonably satisfactory to Lender, 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 Notes, and shall be secured by the Loan Documents.

ARTICLE VI. MISCELLANEOUS

6.1. 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, agree to modification of the terms of the Notes, the Mortgage or any other of the Loan Documents; extend or renew the Notes, the Mortgage or any other of the Loan Documents for any period; grant releases, compromises and indulgences with respect to the Notes, 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 Notes, 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.

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6.2. 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, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may, in the 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.

6.3. 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.

6.4. 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 either delivered personally, delivered to a reputable overnight delivery service providing a receipt or deposited in the United States Mail, postage prepaid and registered or certified return receipt requested, at the address set forth below, or at such other address within the continental United States of America as may have theretofore been designated in writing. The effective date of any notice given as aforesaid shall be the date of personal service, one (1) Business Day (as defined in the Notes) after delivery to such overnight delivery service, or the earlier of (i) actual receipt or (ii) seven (7)

Business Days after being deposited in the United States Mail, postage prepaid and registered or certified return receipt requested, whichever is applicable. For purposes hereof, the addresses are as follows:

Borrower: TST 55 East Monroe, L.L.C.
c/o Tishman Speyer Properties, Inc.
520 Madison Avenue
New York, NY 10022
Attn: David Augarten, Chief Financial Officer

with a copy to: TST 55 East Monroe, L.L.C.
c/o Tishman Speyer Properties, Inc.
520 Madison Avenue,
New York, NY 10022
Attn: General Counsel

with a courtesy copy to: Gould & Ratner
222 North LaSalle Street
Suite 800
Chicago, IL 60601
Attn: Stephen P. Sandler, Esq.

Lender: Connecticut General Life Insurance Company
c/o CIGNA Investments, Inc.
900 Cottage Grove Road
Hartford, CT 06152-2319
Attn: Debt Asset Management, S-319

with a copy to: CIGNA Corporation
Investment Law Department
900 Cottage Grove Road
Hartford, CT 06152-2215
Attn: Real Estate Division, S-215A

And to: New York Life Insurance Company
51 Madison Avenue, 9th Floor
New York, NY 10010
Attn: Real Estate Vice President
Real Estate Department
Loan Administration Division

with a copy to: New York Life Insurance Company
51 Madison Avenue, 10th Floor
New York, NY 10010
Attn: Office of the General Counsel
Marilyn Goldstein

Notwithstanding the foregoing agreement to provide a courtesy copy, such copy shall be a courtesy copy only, and failure to provide such courtesy copy shall have absolutely no effect and will not entitle Borrower to any remedy whatsoever. Any notice duly given to Borrower shall be effective whether or not the courtesy copy was given.

6.5. 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.

6.6. 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.

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

6.8. 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.

6.9. 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.

6.10. 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.

6.11 Attorneys' Fees. Any reference to "attorney fees", "attorney's fees", or "attorneys' fees" in this document includes but is not limited to both the reasonable fees, charges and costs incurred by Lender through its retention of outside legal counsel and the reasonable allocable fees, costs and charges 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 attorneys 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 Real Property, the foreclosure of the Mortgage, the sale of the Real Property, 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.

6.12 Waiver of Trial by Jury. Borrower hereby waives its right to a trial by jury as to any matter arising out of or concerning the subject matter of this Assignment.

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

6.14 Limitations on Liability. This Assignment shall in all respects be subject to the limitations on liability set forth in Section 15 of the Notes and Section 40 of the Mortgage.

[Signatures appear on next page]

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IN WITNESS WHEREOF, the Borrower has executed this Assignment under seal effective as of the day and year first above written.

BORROWER:

TST 55 EAST MONROE, L.L.C., a Delaware limited liability company


By: Tishman Speyer/Travelers Real Estate Venture, L.P., a Delaware limited partnership, its sole member

By: Tishman Speyer/Travelers Associates, a Delaware general partnership, its general partner

By: TSCE Real Estate Venture, L.P., a Delaware limited partnership, its general partner

By: TSCE Venture Corp., a Delaware corporation, its general partner

By:



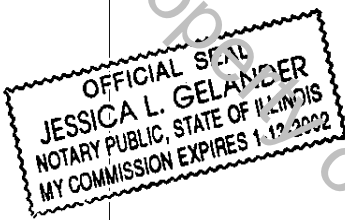
Name: PAUL A - GALIANO
Title: V.P.

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Illinois
STATE OF NEW YORK)
COUNTY OF *Cook*) ss

On the *20th* day of February, 2000 before me, the undersigned, a notary public in and for said State, personally appeared *PAUL GALIANO*, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to be the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Jessica Gelandler

Notary Public
My Commission Expires: _____

of Cook County Clerk's Office

EXHIBIT A

Legal Description

PARCEL 1:

PARCELS 1-"A" AND 1-"B":

PARCEL 1-"A":

LOTS 2 AND 3 IN BLOCK 4 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 1-"B":

THE NORTH 54 FEET OF LOT 6 IN BLOCK 4 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 1/2 OF LOT 7 AND SUBLOTS 1, 2, 3, 4 AND 5 OF ASSESSOR'S DIVISION OF LOT 10 IN BLOCK 4 IN FRACTIONAL SECTION 15; ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE NORTH 1/2 OF LOT 7 AND THAT PART OF LOT 6 LYING SOUTH OF THE NORTH 54 FEET THEREOF, (EXCEPT THE EAST 9 FEET OF SAID LOTS) IN BLOCK 4 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

pin numbers:

17-15-103-001

17-15-103-002

17-15-103-003

17-15-103-009-001

17-15-103-009-002

Address:

55 E. Monroe Street
Chicago, ILLINOIS

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EXHIBIT B

TO

ASSIGNMENT OF RENTS AND LEASES

Schedule of Leases

Property of Cook County Clerk's Office

Schedule of Leases

TST 55 East Monroe, L.L.C.

<u>Tenant Name</u>	<u>Lease Signing Date</u>	<u>Defaults by Borrower/ Lessees</u>	<u>Delinquent Rents</u>	<u>Prepaid Rent Over One Month</u>	<u>Rental Concessions</u>
ACE SHOE CLINIC	12/23/1991	None	None	None	None
AIRBORNE EXPRESS	6/1/1997	None	None	None	None
AMERICAN JEWISH COMMITTEE	1/27/1994	None	None	None	None
ATLAS PARTNERS	4/29/1999	None	None	None	None
BARTON BRANDS	8/27/1997	None	None	None	None
CHICAGO FIRST CREDIT UNION	9/1/1996	None	None	None	None
COUNCIL FOR ADULT AND EXPERIEN	1/7/1999	None	None	None	None
CREDIT AGRICOLE INDOSUEZ	2/3/1989	None	None	None	None
DECKER COMMUNICATIONS	11/1/1995	None	None	None	None
DORN, MCEACHRAN	4/17/1994	None	None	None	None
DUFF & PHELPS	1/1/1995	None	None	None	Yes
DYKEMA GOSSETT	3/27/1995	None	None	None	None
EL AL AIRLINES	5/12/1995	None	None	None	None
ENVIRONMENTAL SYSTEMS DESIGN	2/12/1990	None	None	None	None
FEDERAL DEFENDER PROGRAM	6/23/1995	None	None	None	None
FERERAL EXPRESS DROP BOX	7/1/1998	None	None	None	None
FIRST AMERICAN BANK	12/20/1988	None	None	None	None
GEMCOR, INC.	3/31/1993	None	None	None	None
GINGISS FORMAL WEAR	5/24/1993	None	None	None	None
GIORDANO & ASSOCIATES	4/1/1996	None	None	None	None
GOLDBERG KOHN ET AL	11/30/1991	None	None	None	None
GOVERNMENT OF ISRAEL ECONOMIC	9/16/1998	None	None	None	None
GSA DEPARTMENT OF IMMIGRATION	2/7/1998	None	Yes	None	None
GSA DEPARTMENT OF PROBATIONS	11/1/1994	None	Yes	None	None
GSA MASTER LEAS	4/1/1983	None	None	None	None
GSA MINORITY BUS. DEVELOPMENT	2/18/1994	None	Yes	None	None
GSA-INS	2/28/1999	None	None	None	None
HOLLEB & COFF	9/4/1985	None	None	None	None
HOW SWEET IT IS	5/1/1998	None	None	None	None
HUBBARD & O'CONNOR, LTD.	2/6/1995	None	None	None	None
IMANAGE, INC.	2/5/1999	None	None	None	None
IMPORMEX - VIVA LA MUSICA	2/1/1996	None	None	None	None
INSTEP SOFTWARE	2/11/1998	None	Yes	None	None
INTERSTATE NATIONAL CORP	1/1/1994	None	None	None	None
KINKO'S COPIES	9/9/1997	None	None	None	None
LAWYERS TRUST FUND OF ILLNOIS	7/6/1990	None	None	None	None
LEHMAN & FOX	7/1/1996	None	None	None	None
LUCCI POP	5/1/1989	None	None	None	None
MANPOWER, INC.	1/1/1999	None	None	None	None

Schedule of Leases

TST 55 East Monroe, L.L.C.

<u>Tenant Name</u>	<u>Lease Signing Date</u>	<u>Defaults by Borrower/ Lessees</u>	<u>Delinquent Rents</u>	<u>Prepaid Rent Over One Month</u>	<u>Rental Concessions</u>
MATKOV, SALZMAN, MADOFF & GUNN	2/27/1993	None	None	None	None
METRO FIBER SYSTEMS	4/30/1992	None	None	None	None
MONROE CLEANERS	10/31/1991	None	None	None	None
NATIONAL FIBER SUPPLY	5/1/1993	None	None	None	None
NATIONAL OPINION RESEARCH	12/11/1992	None	None	None	None
NATIONAL RAILROAD PASSNGR CORP	9/26/1997	None	None	None	None
NEFERTITI JEWELERS	1/15/1990	None	None	None	None
NORTHWEST AIRLINES	10/1/1995	None	None	None	None
PARK EMPLOYEES & RETIREMENT BD	8/1/1996	None	None	None	None
PATRICK ENGINEERING	3/31/1992	None	None	None	None
PETER FRANCIS GERACI	4/18/1995	None	None	None	None
PHILLIP RICH	4/11/1995	None	None	None	None
PLEASURE TRAVEL	9/21/1988	None	None	None	None
RIANAT TRAVEL SERVICE	3/21/1994	None	Yes	None	None
ROSENTHAL & SCHANFIELD	10/1/1986	None	None	None	None
RUIQI GROUP USA, INC.	3/1/1999	None	None	None	None
SARGENT & LUNDY	4/1/1988	None	None	None	None
SECOND HARVEST	10/15/1999	None	None	None	None
SEYFARTH SHAW ET AL	12/10/1992	None	None	None	None
SPEER FINANCIAL	11/14/1989	None	None	None	None
STAPLES COMMUNICATIONS	1/8/1999	None	None	None	None
STEINBERG BURTKER	8/1/1995	None	None	None	None
STONE MCGUIRE & BENJAMIN	7/24/1991	None	None	None	None
SUPER CROWN BOOKS	7/1/1992	None	None	None	None
SUTTON'S GENERAL STORE	11/1/1999	None	None	None	None
TECHNOLOGY PLUS	3/5/1999	None	None	None	None
TODAYS STAFFING, INC.	1/1/1990	None	None	None	None
TREASURY REGIONAL COMPLAINTS	6/1/1994	None	Yes	None	None
UNITED NEGRO COLLEGE FUND	4/29/1998	None	None	None	None
UNITED STATES NAVY	12/13/1993	None	None	Yes	None
US CUSTOMS SERVICE	9/1/1992	None	None	None	None
WINSTAR WIRELESS, INC.	11/17/1997	None	None	None	None
WOLF CAMERA & VIDEO	5/17/1993	None	None	None	None