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ASSESSOR'S PARCEL NUMBER
17-15-309-027



PREPARED BY AND
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AND WHEN RECORDED MAIL TO:)

Doc#: 0527310085 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/30/2005 02:06 PM Pg: 1 of 15

Mayer, Brown, Rowe & Maw LLP)
190 South LaSalle Street)
Chicago, Illinois 60603)
Attention: Pex Palmer, Esq.)

Space Above for Recorder's Use

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made as of September 28, 2005, by THE COLUMBIAN LLC, a Delaware limited liability company ("Borrower" and "Grantor"), to CORUS BANK, N.A., a national banking association ("Lender" and "Grantee"), and pertains to the real estate described in Exhibit A attached hereto and made a part hereof (the "Premises").

I

RECITALS

1.1 Loan Agreement. Pursuant to that certain Construction Loan Agreement (the "Loan Agreement"), dated of even date herewith, Lender has agreed to make and Borrower has agreed to accept a loan in the original principal amount of up to NINETY-TWO MILLION AND NO/100 DOLLARS (\$92,000,000.00) (the "Loan"). Any capitalized term used, but not defined herein shall have the meaning ascribed to such term in the Loan Agreement.

1.2 Other Loan Documents. As further security for the repayment of the Loan, Borrower has executed and delivered to Lender a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Mortgage") of even date herewith, granting to Lender a first lien on the Premises, and Borrower has executed and delivered or have caused to be executed and delivered certain other documents further evidencing or securing the Loan (the Note, the Mortgage, this Assignment, and all such other loan documents, whether now or hereafter existing, and as amended, modified, extended or restated from time to time, are collectively referred to herein as the "Loan Documents").

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1.3 This Assignment. As further security for the repayment of the Loan and for the payment and performance of all other Liabilities (hereinafter defined), in addition to the other Loan Documents, Lender has required Borrower to execute and deliver this Assignment.

II

THE GRANT

Now, therefore, as additional security for the prompt payment when due of all principal of and interest on the Note; payment in full and performance of all obligations of Borrower under the Loan Documents; payment in full of all expenses and charges, legal or otherwise, including attorney's fees and expenses paid or incurred by Lender in realizing or protecting this Assignment or the Loan; and any and all obligations, indebtedness, and liability of Borrower to Lender, whether such obligations, indebtedness, or liability are now existing or hereafter created, direct or indirect, absolute or contingent, joint and several or joint or several, due or to become due, however created, evidenced, or arising and however acquired by Lender, and all renewals and extensions thereof (all collectively, the "Liabilities") and in consideration of the matters recited above, Borrower hereby grants, sells, assigns, and transfers to Lender all of Borrower's right, title and interest in, to, and under the following (collectively, the "Assigned Security"):

- (a) That certain lease or those certain leases described in Exhibit B attached hereto and made a part hereof (collectively "Identified Leases");
- (b) any and all leases, options, contracts for sale, or other agreements executed hereafter for the occupancy, sale or use (including concessions) of all or any part of the Premises (collectively "Future Leases");
- (c) any and all addenda, extensions, renewals, amendments, and modifications, to or of the Identified Leases and Future Leases, whether now or hereafter existing (being referred to herein collectively with the Identified Leases and Future Leases as the "Leases," and each of the Leases being referred to herein as a "Lease");
- (d) all rents, escrow deposits, income, revenues, issues, profits, condemnation awards, use and occupancy payments, damages, monies and security payable or receivable under or with respect to the Leases or pursuant to any of the provisions thereof, whether as rent or otherwise, and profits arising from the Leases or from the use and occupation of all or any portion of the Premises described in any of the Leases or in the Mortgage (collectively "Rents");
- (e) all proceeds payable under any policy of insurance covering loss of Rents for any cause ("Insurance Proceeds");
- (f) all rights, powers, privileges, options and other benefits of Borrower as lessor under such Leases (collectively "Borrower's Rights"), including, without limitation, (i) the immediate and continuing right to receive and collect all Rents, and (ii) the right to make all waivers, agreements and settlements, to give and receive all notices, consents and releases, to take such action upon the happening

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of a default under any of the Leases, including the commencement, conduct and consummation of such legal proceedings as may be permitted under any provision of any of the Leases or by law, and to do any and all other things whatsoever which the Borrower is or may become entitled to do under any of the Leases; and

- (g) all guaranties of the tenants' performance of the Leases ("Guaranties").

This Assignment constitutes a present, perfected and absolute assignment. This Assignment confers upon Lender a power coupled with an interest and cannot be revoked by Borrower.

III

GENERAL AGREEMENTS

3.1 Present Status. Borrower represents and warrants that:

- (a) Borrower is the sole owner of the entire lessor's interest in the Identified Leases;
- (b) the Identified Leases are valid and enforceable and have not been altered, modified, or amended in any manner whatsoever except as may be herein set forth;
- (c) To Borrower's knowledge, neither Borrower nor any lessee, except as disclosed on Rent Roll or otherwise disclosed to Lender, is in default under any of the terms, covenants, or conditions of the Identified Leases;
- (d) other than this Assignment and the Mezzanine Loan, no Rent has been assigned or anticipated and no Borrower's Rights or Guaranties have been assigned;
- (e) no Rent for any period subsequent to the date of this Assignment, other than security or other deposits provided for in the Leases, has been collected in advance of the times when due under the terms of the respective Identified Leases; and Borrower shall not claim or permit any lessee or any person in possession of any portion of the Premises to claim any right of set-off against any such Rent; and

3.2 Future Performance. Borrower covenants:

- (a) to observe and perform in all material respects all of the obligations imposed upon the lessor under the Leases and not to do or permit to be done anything to impair the security thereof;
- (b) not to consent to or allow the assignment or subletting of the lessee's interest in any of the Leases without the prior written consent of Lender;

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- (c) not to collect any of the Rents, other than security or other deposits provided for in the Leases, in advance of the time when the same becomes due;
- (d) not to hereafter assign, sell, pledge, or encumber any of the Assigned Security except as hereinafter set forth and set forth in the Mezzanine Loan Documents;
- (e) except as permitted under the Loan Documents, not to enter into any Lease or alter, modify, or change the terms of any Lease, Borrower's Rights or Guaranty, cancel or terminate the same, accept a surrender thereof, or in any manner release or discharge any lessee from any obligation or covenant of any Lease, Borrower's Rights or Guaranty, without the prior written consent of Lender;
- (f) at Lender's request, to assign and transfer to Lender specifically in writing any and all Future Leases and to execute and deliver, at the request of Lender, all such further assurances and assignments pertaining to the Premises as Lender may from time to time require;
- (g) to warrant and defend the Assigned Security against all adverse claims, whether now or hereafter arising;
- (h) to enforce or secure the performance of each and every material obligation, covenant, condition and agreement to be performed by the tenant under each and every Lease, Borrower's Right and Guaranty;
- (i) to observe and comply with all provisions of law applicable to the operation, use, occupancy, maintenance and ownership of the Premises;
- (j) not to lease or otherwise permit the use of all or any portion of the Premises for rent that is below the fair market rent for such property;
- (k) if any of the Leases provide for the abatement of rent during repair of the premises demised thereunder by reason of fire or other casualty, the Borrower shall furnish rental insurance to Lender in amount and form, and written by insurance companies, as shall be satisfactory to Lender; and
- (l) not hereafter permit any of the Assigned Security to become subordinate to any lien other than the liens of the Mortgage and this Assignment and any liens to which the Mortgage is now, or may pursuant to its terms become, subordinate.

IV

DEFAULTS AND REMEDIES

4.1 Absence of Default. Although this Assignment is intended to be a present assignment, Borrower shall have the right to collect at the time of, but not prior to, the payment dates provided in the Leases, all Rents, and to retain, use, and enjoy the same; provided that no default, "Event of Default" or "Default" pursuant to the Note or any of the other Loan Documents shall occur (subject to applicable notice and cure periods, if any), each of which

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events shall constitute a default ("Event of Default") hereunder. All Rents which accrue prior to a Event of Default but are paid thereafter shall be paid to the Lender during the occurrence and continuance of such Event of Default.

4.2 Exercise of Lender's Rights. During the occurrence and continuance of a Event of Default, Lender may, at its option, take the actions described below, without in any way waiving such Event of Default, without notice and without regard to the adequacy of the security for the Liabilities. Lender may act either in person or by an agent or by a receiver appointed by a court.

- (a) take possession of all or any part of the Premises or any other property described in any or all of the Leases, the Mortgage and the other Loan Documents, to have, hold, manage, lease, sell, and operate the same on such terms and for such periods of time as Lender may deem proper;
- (b) either with or without taking possession of such Premises, in Lender's own name, sue for or otherwise collect and receive all Rents, including those past due and unpaid, with full power to make, from time to time, all alterations, renovations, repairs, or replacements to or of any part of the Premises as may seem proper to Lender and to apply such Rents, in payment of any or all of the following, in such order and manner as Lender may in its sole discretion determine, any statute, law, custom, or use to the contrary notwithstanding:
 - (i) all expenses of managing the Premises, including, without limitation, the salaries, fees, and wages of any managing agent and such other employees as Lender may deem necessary or desirable;
 - (ii) all expenses of operating and maintaining the Premises, including, without limitation, all taxes, charges, claims, assessments, water rents, sewer rents, any other liens, and premiums for all insurance that Lender may deem necessary or desirable, and the cost of all alterations, renovations, repairs, or replacements;
 - (iii) all expenses incident to taking and retaining possession of the Premises; and
 - (iv) the Liabilities, including, without limitation, all costs and attorneys' fees;
- (c) at Lender's option, perform Borrower's obligations hereunder or pursuant to any of the Assigned Security, or cure Borrower's default, in such manner and to such extent as Lender deems appropriate;
- (d) make, enforce, modify and accept surrender of the Leases, Borrower's Rights and Guaranties;
- (e) perform any and all other acts necessary or proper to protect the security of this Assignment;

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- (f) apply for, and the Borrower hereby consents to, the appointment of a receiver of the Premises or any portion thereof, whether or not foreclosure proceedings have been commenced under the Mortgage, and if such proceedings have been commenced, whether or not a foreclosure sale has occurred; and
- (g) avail itself of any rights, powers or remedies granted in the other Loan Documents, which remedies are cumulative to those granted herein.

The Borrower hereby appoints irrevocably the Lender its true and lawful attorney in its name and stead and authorizes Lender to take any or all of the actions described above, as provided above. Powers of attorney conferred upon Lender pursuant to this Assignment are powers coupled with an interest and cannot be revoked, modified or altered without Lender's written consent. The exercise by Lender of the rights, powers and remedies granted it in this Section 4.2, collection of the Rents and their application as provided herein, shall not be considered a waiver of any Event of Default. Borrower's obligations hereunder shall survive foreclosure of the Mortgage, and Borrower covenants to observe and comply with all its obligations under this Assignment and the other Loan Documents throughout any period of redemption after foreclosure of the Mortgage.

4.3 Non-Liability of Lender and Indemnity. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Premises after a Event of Default or from any other act or omission of Lender in managing, using, occupying or maintaining the Premises after a Event of Default unless such loss is directly and solely caused by the gross negligence, willful misconduct or bad faith of Lender. Nor shall Lender be obligated to perform or discharge, nor does Lender hereby undertake to perform or discharge, any obligation, duty, or liability of Borrower or any other party under any Assigned Security or under or by reason of this Assignment. This Assignment shall not operate to make Lender responsible for (i) the control, care, management, or repair of the Premises; (ii) the carrying out of any of the terms and conditions of any Lease; (iii) any waste committed on the property by the lessees or by any other parties or for any dangerous or defective conditions of the Premises; or (iv) any negligence in the management, upkeep, repair, or control of the Premises resulting in loss or injury or death to any lessee, licensee, employee, or stranger. This Assignment shall not be construed as constituting the Lender a "mortgagee in possession" of the Premises. Lender has not received any security deposit with respect to any Lease, and assumes no responsibility for any such security deposit until such time such security deposit (specified as such with specific reference to the Lease pursuant to which deposited) may be transferred to Lender and accepted by Lender by notice to the tenant under such Lease.

Borrower shall, and does hereby agree to, protect, defend, indemnify, and hold Lender harmless from and against any and all claims, liability, loss, cost, damage or expense, including reasonable attorney's fees, which Lender incurs by reason of (a) the Leases, Lessor's Rights or Guaranties; (b) this Assignment; (c) any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms, covenants, or agreements contained in the Leases; or (d) any action taken or omitted by Lender or its agents under this Assignment, unless constituting willful misconduct or gross negligence. Should Lender incur any such liability, loss or damage, the amount thereof, including costs, expenses, and reasonable attorneys' fees, shall be paid by Borrower upon demand of Lender and shall constitute a part of the Liabilities.

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4.4 Collection of Rent. Borrower hereby and irrevocably authorizes and directs the lessee named in any Lease, whether now or hereafter existing, the occupant of all or any part of the Premises, or the obligor named in any Guaranty, upon receipt from Lender of written notice to the effect that Lender is then the holder of the Note and that a Event of Default exists, to pay over to Lender all Rents, arising or accruing under such Lease or from all or any part of the premises described therein and to continue so to do until otherwise notified by Lender. Borrower agrees that lessees shall have the right to rely upon such demand and notice from Lender and shall pay such Rents to Lender without any obligation or right to determine the actual existence of any such Event of Default or the Lender's right to receive such Rents, notwithstanding any notice from or claim of Borrower to the contrary, and without the need for a judicial determination that a Event of Default has occurred. Borrower shall have no right or claim against such lessees for any such Rents so paid by tenants to Lender. Borrower agrees that it will at Lender's request take such action as Lender may from time to time request to assist Lender in exercising any rights hereunder, including joining in a written direction to lessees to pay Rents to Lender.

4.5 Other Security. Lender may take or release other security for the Liabilities, release any party primarily or secondarily liable therefor, apply any other security held by it to the satisfaction thereof; all without prejudice to any of its rights under this Assignment.

4.6 Waivers. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the rights, powers and remedies granted it shall be deemed to be a waiver by Lender of its rights, powers and remedies under the other Loan Documents. This Assignment is made and accepted without prejudice to any of the rights, powers and remedies possessed by Lender under any of the other Loan Documents. The right of Lender to collect the Liabilities and to enforce any other security held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

4.7 Amounts Held in Trust for Lender. Any amounts received by Borrower or its agents for performance of any actions prohibited by the terms of this Assignment, including any amounts received in connection with any cancellation, modification or amendment of any of the Leases prohibited by the terms of this Assignment, and any amounts received by Borrower as Rents, from and after the date of any Event of Default, shall be held by Borrower as trustee for Lender and all such amounts shall be accounted for to Lender and shall not be commingled with other funds of the Borrower. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for Lender as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith. By way of example, such notice may be given by an instrument recorded with the Recorder of Deeds of the county in which the Premises are located stating that Borrower has received or will receive such amounts in trust for Lender.

V

MISCELLANEOUS

5.1 Notices. Except for any notice required under applicable law to be given in another manner, any notice that Lender or Borrower may desire or be required to give under this

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Assignment to any other party hereto shall be in writing and shall be deemed to have been properly given, served and received (i) if delivered by hand, when delivered, (ii) if sent by reputable overnight courier (effective the business day following deliver to such courier) and (iii) if mailed United States certified or registered mail, postage prepaid, return receipt requested, on the third business day after mailing:

If to Borrower/Grantor: The Columbian LLC
c/o The Davis Group
54 West Hubbard Street, Suite 205
Chicago, Illinois 60610
Attention: Allison Davis & Robert Koerner
Facsimile Number: (312) 755-0773

with a copy to: The Law Offices of Nancy Schiavone
54 West Hubbard Street
Chicago, Illinois 60610
Attention: Robert A. Ohlhausen
Facsimile Number: (312) 464-1377

If to Lender / Grantee:

Corus Bank, N.A.
3959 North Lincoln Avenue
Chicago, Illinois 60613
Attention: Paul Carlson
Facsimile Number: (773) 549-0734

with a copy to:

Corus Bank, N.A.
3959 North Lincoln Avenue
Chicago, Illinois 60613
Attention: Joel C. Solomon, Esq., General Counsel
Facsimile Number: (773) 832-3540

and to:

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Mayer, Brown, Rowe & Maw LLP
71 S. Wacker Drive
Chicago, Illinois 60606
Attention: Rex A. Palmer, Esq.
Telephone Number: (312) 782-0600
Facsimile Number: (312) 701-7711

Any party may change the address to which notices may be sent by notice to the other party or parties as provided herein. Except as may be otherwise specifically required herein, notice to Borrower of the exercise of any right or option granted to Lender by this Assignment is not required.

5.2 Governing Law and Jurisdiction.

- (a) THIS ASSIGNMENT WAS NEGOTIATED IN PART IN THE STATE OF ILLINOIS, AND THE LOAN WAS MADE BY LENDER IN THE STATE OF ILLINOIS, AND THE PROCEEDS OF THE LOAN DELIVERED PURSUANT HERETO HAVE BEEN AND WILL BE DISBURSED FROM THE STATE OF ILLINOIS, WHICH STATE LENDER AND BORROWER AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (INCLUDING, WITHOUT LIMITATION, 735 ILCS SECTION 105/5-1 ET SEQ, BUT OTHERWISE WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS, EXCEPT AS TO MATTERS RELATING TO THE CREATION AND PERFECTION OF LIENS, SECURITY INTERESTS AND ASSIGNMENT, AND THE EXERCISE OF REMEDIES WITH RESPECT THERETO, WHICH SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE PROJECT IS LOCATED.
- (b) WITH RESPECT TO ANY LEGAL OR EQUITABLE SUIT, ACTION, CLAIM OR PROCEEDING ARISING HEREUNDER OR UNDER THE OTHER LOAN DOCUMENTS, BORROWER (I) IRREVOCABLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS AND THE UNITED STATES DISTRICT COURT LOCATED IN CHICAGO, ILLINOIS, (II) AGREES THAT ALL SUCH SUITS, ACTIONS, CLAIMS OR PROCEEDINGS MAY BE HEARD AND DETERMINED IN SUCH COURTS OF THE STATE OF ILLINOIS OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT AND (III) IRREVOCABLY WAIVES ANY (A) OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY SUIT, ACTION, CLAIM OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE OR ANY OTHER LOAN DOCUMENT BROUGHT IN ANY SUCH

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COURT AND (B) ANY CLAIM THAT ANY SUCH SUIT, ACTION, CLAIM OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

- (c) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.2(d), BORROWER HEREBY (I) AGREES THAT ANY LEGAL OR EQUITABLE SUIT, ACTION, CLAIM OR PROCEEDING BROUGHT BY BORROWER AND/OR ANY AFFILIATE THEREOF AGAINST LENDER ARISING OUT OF OR RELATING TO THE LOAN, THIS ASSIGNMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR RELATING TO THE PROJECT SHALL ONLY BE INSTITUTED BY BORROWER OR SUCH AFFILIATE IN COURTS OF THE STATE OF ILLINOIS LOCATED IN CHICAGO OR THE UNITED STATES DISTRICT COURT LOCATED IN CHICAGO, ILLINOIS AND (II) IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO BRING ANY SUCH SUIT, ACTION, CLAIM OR PROCEEDING AGAINST LENDER IN ANY OTHER COURT OR JURISDICTION.
- (d) NOTHING IN THIS ASSIGNMENT WILL BE DEEMED TO PRECLUDE LENDER FROM BRINGING AN ACTION OR PROCEEDING WITH RESPECT HERETO IN THE STATE WHERE THE PROJECT IS LOCATED OR ANY OTHER JURISDICTION AND BORROWER APPEARING IN AND DEFENDING SUCH ACTION OR PROCEEDING OR BRINGING A COMPULSORY COUNTERCLAIM IN SUCH SUIT, ACTION, CLAIM OR PROCEEDING.

5.3 Severability. If any provision of this Assignment, or any section, paragraph, sentence, clause, phrase, or word, or their application, in any circumstance, is held invalid, the validity of the remainder of this Assignment shall be construed as if such invalid part were never included.

5.4 Headings. The headings of sections and paragraphs in this Assignment are for convenience or reference only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions of this Assignment.

5.5 Grammar. As used in this Assignment, singular and plural nouns, and masculine, feminine, and neuter pronouns, shall be fully interchangeable where the context so requires.

5.6 Successors and Assigns. This Assignment shall be binding upon Borrower, its successors, assigns, legal representatives, and all other persons or entities claiming under or through Borrower. The word "Lender," when used herein, shall include Lender's successors, assigns, and legal representatives, including all other holders, from time to time, of the Note.

5.7 Conflicts. In case of any conflict between the terms of this Assignment and those of the Mortgage, the terms of the Mortgage shall prevail.

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5.8 Joint and Several Liability. If there is more than one Borrower under this Assignment, each such Borrower shall be jointly and severally liable hereunder and an action to enforce this Assignment may be brought against either such Borrower without any requirement of joinder of the other party in such action. Any amounts due under this Assignment may be recovered in full from either Borrower.

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Property of Cook County Clerk's Office

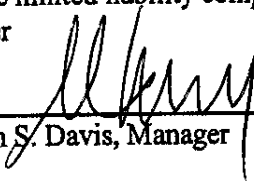
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IN WITNESS WHEREOF, Borrower has caused this Assignment to be duly signed and delivered the day and year first above written.

BORROWER:

THE COLUMBIAN LLC,
a Delaware limited liability company

By: Davis Associates Managers LLC,
a Delaware limited liability company,
its manager

By: 
Allison S. Davis, Manager

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STATE OF ILLINIOS

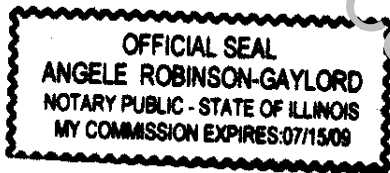
COUNTY OF COOK

This instrument was acknowledged before me on the 23RD day of SEPTEMBER, 2005 by Allison S. Davis, in ^{H25}her capacity as the Manager of Davis Associates Managers LLC, a Delaware limited liability company, Manager of the Columbian LLC, a Delaware limited liability company, who appeared before me in person.

Angele Robinson-Gaylord

Notary Public

My Commission Expires: 07/15/2009



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EXHIBIT A

Lot 13 in Block 21 in fractional Section 15 Addition to Chicago (except from said premises that portion thereof taken or used for alley) in Section 15, Township 39 North, Range 14 lying East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 17-15-399-027-0000 1160 South Michigan Avenue, Chicago, Illinois

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