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This Document Prepared By and
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ASSIGNMENT OF LEASES AND RENTS

from

SM NEWCO BURBANK, LLC,
a Delaware limited liability company

to

EUROHYPO AG, NEW YORK BRANCH,
as Administrative Agent for the Lenders (as hereinafter defined)

Dated: As of December 20, 2006

Location of Project:

7600 South Lacrosse Avenue, Burbank, Illinois 60459

County: Cook

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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of the 20th day of December, 2006 by SM NEWCO BURBANK, LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware and having an office at c/o Coventry Real Estate Advisors, 1 East 52nd Street, 4th Floor, New York, New York 10022 ("Assignor"), in favor of EUROHYPO AG, NEW YORK BRANCH, having an office at 1114 Avenue of the Americas, New York, New York 10036, as Administrative Agent for the lenders referred to below (in such capacity, together with its successors in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, Assignor is the fee owner of that certain tract of land located in the County of Cook, State of Illinois and being more fully described in Exhibit A attached hereto (the "Land"). The Land, together with any Improvements (as defined in the hereinafter defined Loan Agreement) or Personal Property (as defined in the Loan Agreement) located thereon, is hereinafter referred to as the "Project".

WHEREAS, Assignor, the other parties listed on Exhibit B attached hereto (together with Assignor, each, a "Borrower" and, collectively, the "Borrowers"), certain lenders (collectively, the "Lenders") and the Administrative Agent are parties to a certain Loan Agreement dated as of the date hereof (said Loan Agreement, as modified and supplemented and in effect from time to time, being herein called the "Loan Agreement"; and except as otherwise herein expressly provided, all terms defined in the Loan Agreement are being used herein as defined therein), which Loan Agreement provides, among other things, for certain Loans to be made by the Lenders to Borrowers in an aggregate principal amount not exceeding \$138,590,283.00 to be evidenced by, and repayable with interest thereon in accordance with, various Notes to be executed and delivered to the respective order of the Lenders (collectively, as such notes may be consolidated, severed, modified, amended, restated or extended, the "Notes") and are secured by, among other things, the Mortgage delivered by Assignor, and

WHEREAS, it is a condition to the obligation of the Lenders to make the Loans to Borrowers pursuant to the Loan Agreement that Assignor execute and deliver this Assignment as one of the Assignments of Leases and Rents under the Loan Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into the operative provisions of this Assignment by this reference, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, Assignor and the Administrative Agent, for the benefit of the Lenders, agree as follows:

Section 1. Absolute Assignment.

(a) Assignor unconditionally and absolutely assigns, and hereby grants a security interest to the Administrative Agent, for the benefit of the Lenders, all of Assignor's right, title and interest in and to the following whether now or hereafter in effect:

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- (i) Leases. All leasehold estates, leases, ground leases, subleases, licenses, concessionaire agreements, bailments or other agreements affecting the use, enjoyment or occupancy of the Project or any portion thereof now or hereafter existing or entered into (including any use or occupancy arrangements created pursuant to Section 365(d) of Title 11 of the United States Code (the "Bankruptcy Code") or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors) in respect of any tenant or occupant of any portion of the Project (each, a "Tenant"), together with all guaranties thereof and all extensions, amendments and modifications thereto heretofore or hereafter entered into, and all right, title and interest of Assignor thereunder (collectively, the "Leases"); and
- (ii) Rents. All rents, issues, profits, royalties, use and occupancy charges (including all oil and gas or other mineral royalties and bonuses), income and other benefits now or hereafter derived from any portion of the Project or the use or occupancy thereof (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any Tenant of any portion of the Project and all claims as a creditor in connection with any of the foregoing) and all cash, security deposits, letters of credit, advance rentals, all deposits or payments of a similar nature relating thereto and all other documents or instruments evidencing the Rent whether now or hereafter in effect (collectively, the "Rents").

(b) This Assignment constitutes an absolute and present assignment and not an assignment for additional security only.

Section 2. Rights of the Administrative Agent.

(a) Subject to the terms hereof, the execution of this Assignment constitutes and evidences the irrevocable consent of Assignor to the entry upon and taking possession of Assignor's interest in the Project by the Administrative Agent and the exercise by the Administrative Agent of the rights and powers granted pursuant hereto, including, without limitation, those set forth in clauses (i) through (viii) below, regardless of whether foreclosure has been instituted pursuant to the Assignment and without applying for a receiver. Such assignment shall include, without limitation:

- (i) the immediate and continuing right to receive and collect all amounts payable by all Tenants, including, without limitation, (A) all Rents, (B) all damages or other amounts payable in the event of any expiration or termination of any Lease pursuant to the terms thereof, by operation of law or otherwise, (C) any indemnification against, or reimbursement for, sums paid and costs and expenses incurred by Assignor under any Lease or otherwise, (D) any award in the event of the bankruptcy of any Tenant or guarantor of a Lease, and (E) all security

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deposits, other security instruments, other deposits or prepayments with respect to any such Leases;

- (ii) all claims, rights, powers, privileges and remedies of Assignor, whether provided for in any Lease or arising by statute or at law or in equity or otherwise, consequent on any failure on the part of any Tenant to perform or comply with any term of any Lease;
- (iii) all right to take all action upon the happening of a default under any Lease as shall be permitted by any Lease or by law, including, without limitation, the commencement, conduct and consummation of proceedings at law or in equity;
- (iv) the full power and authority, in the name of Assignor, or otherwise, to enforce, collect, receive and make receipt for any and all of the foregoing and to do any and all other acts and things whatsoever which Assignor, or any landlord is or may be entitled to do under any Lease;
- (v) the full power and authority, in the name of Assignor, or otherwise, to enforce any Lease, including the right to settle, compromise, release, extend the time of payment of, and make allowances, adjustments and discounts of any Rents or other obligations under the Leases;
- (vi) the full power and authority, in the name of Assignor, or otherwise, to notify any Person that the Leases have been assigned to the Administrative Agent and that all Rents are to be paid directly to the Administrative Agent, whether or not the Administrative Agent has commenced or completed foreclosure or taken possession of the Project;
- (vii) the full power and authority, in the name of Assignor, or otherwise, to lease the Project; and
- (viii) the right to apply the Rents to the payment of the Obligations (as such term is defined in the Mortgage) in accordance with the Loan Agreement.

(b) During the term hereof, all rights, powers and privileges of the Administrative Agent herein set forth are coupled with an interest and are irrevocable, subject to the terms and conditions hereof, and Assignor will not take any action under any Lease or otherwise which is inconsistent with this Assignment or any of the terms hereof or thereof and any such action inconsistent herewith or therewith shall, to the fullest extent permitted by Applicable Law, be void. Any further assignment of any rents, issues, or profits from the Project shall to the fullest extent permitted by law be void.

(c) Assignor hereby agrees that it will not, unilaterally or by agreement, (i) subordinate, amend, modify, extend, discharge, terminate, surrender, waive or otherwise change any term of any Lease in any manner which would violate this Assignment, the Loan Agreement or the other Loan Documents or (ii) except for security deposits, accept a prepayment of Rent in excess of Rent for one month. If any Lease shall be amended as permitted hereby, such Lease shall continue to be subject to the provisions hereof without the necessity of any further act by

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any of the parties hereto, subject to the provisions of any non-disturbance agreement which the Administrative Agent may have granted in accordance with the provisions of this Assignment.

Section 3. No Obligation.

(a) Nothing contained in the foregoing sentence shall be construed to bind the Administrative Agent or any Lender to the performance of any of the covenants, conditions or provisions contained in any such Lease or other document or otherwise to impose any obligation on the Administrative Agent or any Lender (including any liability under the covenant of quiet enjoyment contained in any Lease), except that the Administrative Agent shall be accountable for any money or security actually received pursuant to such assignment.

(b) None of the enforcement of any of the remedies under this Assignment or any other remedies afforded to the Administrative Agent and/or the Lenders under the Loan Documents, at law or in equity shall cause the Administrative Agent or any Lender to be deemed or construed to be a mortgagee-in-possession of the Project, to obligate the Administrative Agent or any Lender to lease the Project or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

(c) Notwithstanding anything to the contrary contained in this Assignment, the Administrative Agent shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or by reason of this Assignment and Assignor shall, and hereby agrees at its sole cost and expense to protect, defend, indemnify and hold the Administrative Agent harmless for, from and against, and shall be responsible for, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against the Administrative Agent by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases.

Section 4. Grant of License; Revocation. Except upon the occurrence and during the existence of an Event of Default, the Administrative Agent waives its rights under Sections 1 and 2, and grants Assignor a license to collect the Rents. Such license to collect and receive the Rents shall be automatically revoked and the rights of Assignor thereunder shall automatically cease and terminate upon the occurrence and during the continuance of an Event of Default. In such event, (i) Assignor hereby authorizes the Administrative Agent to receive and collect the Rents due under the terms of each Lease and to direct any Tenant, by written notice from the Administrative Agent or otherwise, to forward such Rents by mail or in person to the Administrative Agent and (ii) Assignor shall immediately pay to the Administrative Agent any Rents held by or under the control of Assignor. Assignor hereby irrevocably appoints and constitutes the Administrative Agent as Assignor's lawful attorney-in-fact, coupled with an interest and with full power of substitution, for the purpose of taking any of the actions described in the immediately preceding sentence and all acts incidental thereto. Following the revocation of the license herein granted, the Administrative Agent may retain and apply the Rents toward payment of the Obligations and/or Operating Expenses in such order, priority and proportions as the Administrative Agent, in its discretion, shall deem proper, or to the operation, maintenance

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and repair of the Project, and irrespective of whether the Administrative Agent shall have commenced a foreclosure of this Assignment or shall have applied or arranged for the appointment of a receiver with respect thereto.

Section 5. Direction to Tenants. Assignor hereby irrevocably authorizes and directs each Tenant of the Project, upon receipt of written notice from the Administrative Agent of the occurrence and continuation of an Event of Default, to pay all Rents due or to become due under its Lease directly to the Administrative Agent or to any appointed receiver of the Project. Each such Tenant shall have the right to rely upon any such notice of the Administrative Agent directing the payment of all Rents to the Administrative Agent, without any obligation to inquire as to the actual existence of the Event of Default, notwithstanding any claim of Assignor to the contrary and Assignor shall have no rights or claims against any Tenant for any Rents so paid to the Administrative Agent. Assignor shall facilitate, in all reasonable ways, the collection of the Rents by the Administrative Agent and will, upon prior written request by the Administrative Agent, execute a written notice to each Tenant directing the Tenant to pay the Rents payable under such Tenant's respective Lease to the Administrative Agent. Each Tenant is hereby expressly authorized and directed, upon written demand by the Administrative Agent and without the necessity of any further consent by, or notice from, Assignor, to attorn to the Administrative Agent as the owner of the Leases and to pay any and all Rents due to Assignor pursuant to such Tenant's Lease directly to the Administrative Agent or to any appointed receiver, and to observe and perform such Tenant's obligations under the Tenant's Lease to or for the Administrative Agent and to accept performance of the landlord's obligations under the Lease from the Administrative Agent. Each Tenant is hereby expressly relieved of any and all duty, liability or obligation to Assignor in respect of all payments made in accordance with this Section 5. The payment of Rents to the Administrative Agent pursuant to the Administrative Agent's demand and the performance of obligations under any Lease to or for the benefit of the Administrative Agent shall not cause the Administrative Agent to assume or be bound by any of the provisions of any such Lease. The payment of Rents to the Administrative Agent pursuant to the Administrative Agent's demand and the performance of obligations under any Lease to or for the benefit of the Administrative Agent shall not relieve Assignor of its obligations thereunder, except as otherwise provided by Applicable Law.

Section 6. Remedies Cumulative.

(a) No right or remedy herein conferred upon or reserved to the Administrative Agent is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy under this Assignment and the other Loan Documents, or under Applicable Law, whether now or hereafter existing; the failure of the Administrative Agent to insist at any time upon the strict observance or performance of any of the provisions of this Assignment or to exercise any right or remedy provided for herein or under Applicable Law, shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof.

(b) The Administrative Agent shall be entitled to enforce payment and performance of any of the Obligations and to exercise all rights and powers under this Assignment or under any Loan Document or any laws now or hereafter in force, notwithstanding that some or all of the Obligations may now or hereafter be otherwise secured, whether by

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mortgage, deed of trust, pledge, lien, assignment or otherwise; neither the acceptance of this Assignment nor its enforcement shall prejudice or in any manner affect the Administrative Agent's right to realize upon or enforce any other security now or hereafter held by the Administrative Agent, it being stipulated that the Administrative Agent shall be entitled to enforce this Assignment, any of the Security Documents and any other security now or hereafter held by the Administrative Agent in such order and manner as the Administrative Agent, in its sole discretion, may determine in good faith; every power or remedy given by the Loan Agreement, this Assignment or any of the other Loan Documents to the Administrative Agent, or to which the Administrative Agent is otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by the Administrative Agent, and the Administrative Agent may pursue inconsistent remedies.

Section 7. No Impairment; No Release. The interests and rights of Assignor under this Assignment shall not be impaired by any indulgence, including (i) any renewal, extension or modification which the Administrative Agent and/or the Lenders may grant with respect to any of the Obligations; (ii) any surrender, compromise, release, renewal, extension, exchange or substitution which the Administrative Agent and/or the Lenders may grant with respect to the Project or any portion thereof; or (iii) any waiver, release or indulgence granted to any maker, endorser, guarantor or surety of any of the Obligations.

Section 8. Further Assurances. Assignor will, at the cost of Assignor, and without expense to the Administrative Agent or any Lender, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as the Administrative Agent shall, from time to time, reasonably require for the better assuring, conveying, assigning, transferring and confirming unto the Administrative Agent the property and rights hereby assigned or intended now or hereafter so to be, or which Assignor may be or may hereafter become bound to convey or assign to the Administrative Agent, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, within five (5) days after written demand, will execute and deliver and hereby authorizes the Administrative Agent to execute in the name of Assignor to the extent the Administrative Agent may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien and security interest hereof in and upon the Leases.

Section 9. Miscellaneous.

(a) Release by the Administrative Agent. Upon the termination of the Commitments under and as defined in the Loan Agreement and the payment in full of the Obligations, the Administrative Agent, at Assignor's cost and expense, shall terminate this Assignment by an instrument duly acknowledged in form for recording.

(b) Notices. All notices, requests, demands, statements, authorizations, approvals, directions, consents and other communications provided for herein shall be given or made in writing and shall be deemed sufficiently given or served for all purposes as of the date (i) when hand delivered (provided that delivery shall be evidenced by a receipt executed by or on behalf of the addressee), (ii) three (3) days after being sent by postage pre-paid registered or certified mail, return receipt requested, (iii) one (1) Business Day after being sent by reputable

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overnight courier service (with delivery evidenced by written receipt), or (iv) with a simultaneous delivery by one of the means in (i), (ii) or (iii) by facsimile, when sent, with confirmation and a copy sent by first class mail, in each case addressed to the intended recipient at the "Address for Notices" specified below; or, as to any party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise expressly provided herein, Assignor shall only be required to send notices, requests, demands, statements, authorizations, approvals, directions, consents and other communications to the Administrative Agent on behalf of all of the Lenders.

Notices and other communications to the Administrative Agent hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by the Administrative Agent. The Administrative Agent or Assignor may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

Address for Notices:

If to Assignor:

SM Newco Burbank, LLC
 c/o Coventry Real Estate Advisors
 1 East 52nd Street, 4th Floor
 New York, New York 10022
 Attention: Robert Levinson
 Telecopy No.: (212) 699-4124

With copies to:

Developers Diversified Realty Corporation
 3300 Enterprise Parkway
 Beachwood, Ohio 44122
 Attention: David Weiss, General Counsel
 Telecopy No.: (216) 755-1650

- and -

Paul, Hastings, Janofsky & Walker, LLP
 75 E. 55th Street
 New York, New York 10022
 Attention: Ralph Toussie
 Telecopy No.: (212) 230-7833

If to the Administrative Agent:

Eurohypo AG, New York Branch
 1114 Avenue of the Americas
 New York, New York 10036

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Attention: Legal Director
 Telecopier No.: 866-267-7680

With copies to:

Eurohypo AG, New York Branch
 1114 Avenue of the Americas
 New York, New York 10036
 Attention: Head of Portfolio Operations
 Telecopier No.: 866-267-7680

- and -

Sidley Austin LLP
 One South Dearborn Street
 Chicago, Illinois 60603
 Attention: Dennis M. Coghlan, Esq.
 Telecopier No.: (312) 853-7036

(c) No Waiver. Any failure by the Administrative Agent to insist upon strict performance of any of the terms, provisions or conditions of this Assignment or the other Loan Documents shall not be deemed to be a waiver of same, and the Administrative Agent shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

(d) Amendments; etc. This Assignment cannot be modified, changed or discharged except by an agreement in writing, duly acknowledged in form for recording, signed by Assignor and the Administrative Agent and, to the extent provided in the Loan Agreement, the consent of the Lenders. For purposes hereof, a statement by the Administrative Agent in any modification or supplement to this Assignment to the effect that such modification or supplement has been consented to by the Lenders as provided in the Loan Agreement shall be conclusive evidence of such consent and it shall not be necessary for a copy of such consent to be recorded with such modification or supplement as a condition to such modification or supplement being recorded in the appropriate real estate records.

(e) Successors and Assigns. This Assignment applies to, inures to the benefit of and binds Assignor and the Administrative Agent and their respective successors and assigns, as permitted under the Loan Agreement, and shall run with the Project.

(f) Captions. The captions or headings at the beginning of each Article and Section hereof are for the convenience of reference and are not a part of this Assignment.

(g) Severability. If any term or provision of this Assignment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforceable to the

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maximum extent permitted by law. If any portion of the Obligations shall for any reason not be secured by a valid and enforceable lien upon any part of the Project, then any payments made in respect of the Obligations (whether voluntary or under foreclosure or other enforcement action or procedure or otherwise) shall, for purposes of this Assignment (except to the extent otherwise required by Applicable Law) be deemed to be made (i) first, in respect of the portion of the Obligations not secured by the lien of this Assignment, (ii) second, in respect of the portion of the Obligations secured by the lien of this Assignment, but which lien is on less than all of the Project, and (iii) last, to the portion of the Obligations secured by the lien of this Assignment, and which lien is on all of the Project.

(h) CERTAIN WAIVERS. ASSIGNOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY FORECLOSURE OR OTHER ACTION BROUGHT BY THE ADMINISTRATIVE AGENT TO ENFORCE ITS RIGHTS AND REMEDIES UNDER THIS ASSIGNMENT, ANY AND EVERY RIGHT ASSIGNOR MAY HAVE TO (A) INTERPOSE ANY COUNTERCLAIM THEREIN, OTHER THAN A COMPULSORY COUNTERCLAIM, AND (B) HAVE THE SAME CONSOLIDATED WITH ANY OTHER OR SEPARATE SUIT, ACTION OR PROCEEDING. NOTHING CONTAINED IN THE IMMEDIATELY PRECEDING SENTENCE SHALL PREVENT OR PROHIBIT ASSIGNOR FROM INSTITUTING OR MAINTAINING A SEPARATE ACTION AGAINST THE ADMINISTRATIVE AGENT OR THE LENDERS WITH RESPECT TO ANY ASSERTED CLAIM.

(i) GOVERNING LAW.

- (i) IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS ASSIGNMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, DETERMINED WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAW, AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES (A) THE PROVISIONS FOR THE CREATION, PERFECTION, AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO ON THE PROJECT (OTHER THAN AS DESCRIBED IN CLAUSES (B) AND (C) BELOW) AND PURSUANT TO THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PROJECT IS LOCATED, (B) THE CREATION AND ENFORCEMENT OF SECURITY INTERESTS IN ANY (I) ACCOUNT COLLATERAL, AND (II) SUCH PROPERTY IN WHICH SECURITY INTERESTS CAN BE CREATED UNDER ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN THE STATE OF NEW YORK (THE "NEW YORK LAW COLLATERAL") SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (DETERMINED WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF

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LAW), AND (C) THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF SECURITY INTERESTS IN THE NEW YORK COLLATERAL SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE JURISDICTION APPLICABLE THERETO IN ACCORDANCE WITH SECTIONS 9-301 THROUGH 9-307 OF THE NEW YORK UCC.

- (ii) ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST THE ADMINISTRATIVE AGENT, ANY LENDER OR ASSIGNOR ARISING OUT OF OR RELATING TO THIS ASSIGNMENT MAY BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE CITY OF NEW YORK, COUNTY OF NEW YORK, PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND ASSIGNOR AND, BY ADMINISTRATIVE AGENT'S ACCEPTANCE HEREOF, ADMINISTRATIVE AGENT AND LENDERS EACH WAIVE ANY OBJECTIONS WHICH THEY MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND ASSIGNOR AND, BY ADMINISTRATIVE AGENT'S ACCEPTANCE HEREOF, ADMINISTRATIVE AGENT AND LENDERS EACH HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. ASSIGNOR HEREBY AGREES THAT SERVICE OF PROCESS MAILED OR DELIVERED TO ASSIGNOR IN THE MANNER PROVIDED IN SECTION 9(b) SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON ASSIGNOR IN ANY SUCH SUIT, ACTION OR PROCEEDING.

Nothing in this Section 9(i) shall affect the right of the Administrative Agent or any Lender to serve legal process in any other manner permitted by law or affect the right of the Administrative Agent or any Lender to bring any suit, action or proceeding against Assignor or the property of Assignor in the courts of any other jurisdiction.

- (j) **WAIVER OF JURY TRIAL.** ASSIGNOR, THE ADMINISTRATIVE AGENT AND EACH LENDER HEREBY KNOWINGLY VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ASSIGNMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY OR ANY EXERCISE BY ANY PARTY OF THEIR RESPECTIVE RIGHTS UNDER THIS ASSIGNMENT OR IN ANY WAY RELATING TO THE LOANS OR THE PROJECT (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS ASSIGNMENT, AND ANY CLAIM OR DEFENSE ASSERTING THAT THIS ASSIGNMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE ADMINISTRATIVE AGENT AND EACH LENDER TO ENTER THIS ASSIGNMENT.

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EXHIBIT A LEGAL DESCRIPTION OF LAND

PINs: 19-28-401-052-0000

Address: 7600 South Lacrosse Avenue, Burbank, IL 60459

PARCEL 1:

LOT 11 IN BURBANK TOWN CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

NON-EXCLUSIVE, PERPETUAL, EASEMENT FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY AS CREATED BY THE GRANT OF EASEMENT DATED JULY 20, 1983 MADE BY CITY OF BURBANK AND RECORDED NOVEMBER 30, 1983 AS DOCUMENT 26879832 AND FILED AS L73343591, FOR THE PURPOSE OF DUMPING OF STORM WATER AND OF ESTABLISHING, MAINTAINING AND SERVICING WATER AND STORM AND SANITARY SEWER LINES, PIPES, MANHOLES, CATCH BASINS AND LIFT STATIONS ON THE FOLLOWING DESCRIBED LAND:

- (A) THE WEST 120.0 FEET OF THE NORTH 2/12THS OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
- (B) THE NORTH 33.0 FEET OF THE WEST 130.0 FEET OF THE SOUTH 1/3 OF THE NORTH 3/12THS OF THE SOUTH 60 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
- (C) THE WEST 120.0 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
- (D) THE WEST 120.0 FEET OF THAT PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, AFORESAID, LYING SOUTH OF THE NORTH 10 ACRES THEREOF IN TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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(E) THAT PART OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 1/4 AND THE WEST LINE OF THE EAST 1/2 OF SAID SOUTHEAST 1/4; THENCE SOUTH ALONG SAID WEST LINE, 166.97 FEET; THENCE NORTHWESTERLY ALONG A LINE, WHICH FORMS AN ANGLE OF 13 DEGREES, 09 MINUTES, 30 SECONDS, (AS MEASURED FROM NORTH TO NORTHWEST WITH THE LAST DESCRIBED COURSE), A DISTANCE OF 420.50 FEET TO THE CENTERLINE OF STATE ROAD; THENCE NORTHEASTERLY ALONG SAID CENTERLINE, 135.18 FEET TO A LINE, WHICH IS 120.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE HERETOFORE DESCRIBED COURSE, WHOSE LENGTH WAS 420.50 FEET; THENCE SOUTHEASTERLY ALONG SAID LINE, 339.62 FEET TO AFORESAID SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28; THENCE WEST ALONG SAID LINE, 84.28 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

NON-EXCLUSIVE, PERPETUAL, EASEMENT FOR THE BENEFIT OF PARCEL 1 AND OTHER PROPERTY, AS CREATED BY THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS, BURBANK TOWN CENTER, DATED DECEMBER 8, 1983 AND RECORDED DECEMBER 21, 1983 AS DOCUMENT 26906440, AND FILED JANUARY 14, 1984 AS LR3350667, FOR INGRESS AND EGRESS, PARKING, DRAINAGE, UTILITIES, MAINTENANCE AND SELF-HELP, OVER AND UPON:

(A) THE "TRUST C" PROPERTY AS DEFINED AND DESCRIBED IN SAID DECLARATION.

(B) THE "TRUST A" PROPERTY AS DEFINED AND DESCRIBED IN SAID DECLARATION, IN COOK COUNTY, ILLINOIS.

TOGETHER WITH THE BENEFITS OF THAT CERTAIN MODIFICATION OF DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS, DATED 12/19/96, RECORDED AS DOCUMENT 97065679.

TOGETHER WITH THOSE BENEFITS IN THAT CERTAIN CONSTRUCTION, OPERATION AND EASEMENT AGREEMENT, RECORDED AS DOCUMENT 27149217, MADE BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST NUMBER 59691; SERVICE MERCHANDISE COMPANY, INC., A TN CORPORATION AND HOMEOWNER'S WAREHOUSE, INC., A FL CORPORATION; THAT CERTAIN QUITCLAIM AND ASSUMPTION OF OPERATING AGREEMENT RECORDED AS DOCUMENT NUMBER 002131387.

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EXHIBIT B LIST OF BORROWERS

SM LTCB Louisville, LLC, a Delaware limited liability company
 SM LTCB St. Petersburg, LLC, a Delaware limited liability company
 SM LTCB Stuart, LLC, a Delaware limited liability company
 SM Newco Orlando-West Colonial Drive, LLC, a Delaware limited liability company
 SM LTCB Lansing, LLC, a Delaware limited liability company
 SM Newco Las Vegas, LLC, a Delaware limited liability company
 SM LTCB Baytown, L.P., a Texas limited partnership
 SM Newco Downers Grove, LLC, a Delaware limited liability company
 SM Newco Evansville, LLC, a Delaware limited liability company
 SM Newco Burlington, LLC, a Delaware limited liability company
 SM Newco Owerlesboro, LLC, a Delaware limited liability company
 SM Newco Mesa, LLC, a Delaware limited liability company
 SM Newco Paducah, LLC, a Delaware limited liability company
 SM Newco Huntsville, LLC, a Delaware limited liability company
 SM Newco Middletown, LLC, a Delaware limited liability company
 SM Newco Warr Acres, LLC, a Delaware limited liability company
 SM Newco Burbank, LLC, a Delaware limited liability company
 SM Newco Dover, LLC, a Delaware limited liability company
 SM Newco Houma, LLC, a Delaware limited liability company
 SM Newco Salem, LLC, a Delaware limited liability company
 SM Newco Ocala, LLC, a Delaware limited liability company
 SM Newco Knoxville, LLC, a Delaware limited liability company
 SM Newco Tampa, LLC, a Delaware limited liability company
 SM Newco Mesa – East Southern Avenue, LLC, a Delaware limited liability company
 SM Newco Bradenton, LLC, a Delaware limited liability company
 SM Newco Crystal Lake, LLC, a Delaware limited liability company
 SM Newco Chesapeake, LLC, a Delaware limited liability company
 SM Newco Sugar Land, L.P., a Texas limited partnership
 SM Newco Manchester, LLC, a Delaware limited liability company
 SM Newco Pembroke Pines, LLC, a Delaware limited liability company
 SM Newco Hattiesburg, LLC, a Delaware limited liability company
 SM Newco Raleigh, LLC, a Delaware limited liability company
 SM Newco Bossier City, LLC, a Delaware limited liability company
 SM Newco Westland, LLC, a Delaware limited liability company
 SM Newco Wayne, LLC, a Delaware limited liability company
 SM Newco Paramus, LLC, a Delaware limited liability company
 SM Newco Lexington, LLC, a Delaware limited liability company
 SM Newco Swansea, LLC, a Delaware limited liability company
 SM Newco Danbury, LLC, a Delaware limited liability company
 Service Pensacola, LLC, a Delaware limited liability company
 Service Baton Rouge, LLC, a Delaware limited liability company
 Service Longview, L.P., a Texas limited partnership
 SM Newco Duluth, LLC, a Delaware limited liability company
 SM Newco Metairie, LLC, a Delaware limited liability company

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- SM Newco North Charleston, LLC, a Delaware limited liability company
- SM Newco Antioch, LLC, a Delaware limited liability company
- SM Newco Franklin, LLC, a Delaware limited liability company
- SM Newco McAllen, L.P., a Texas limited partnership
- SM Newco Richardson, L.P., a Texas limited partnership
- SM Newco Pensacola, LLC, a Delaware limited liability company
- SM Newco Longview, L.P., a Texas limited partnership

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