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83714000X1CS8

RECORDING REQUESTED BY AND WHEN RECORDED

MAIL TO:

NAME MAILING ADDRESS

Goldberg, Kohn, Bell, Black,

CITY, STATE ZIP CODE

Rosenbloom & Moritz,

Ltd

55 East Monroe Street

Suite 3700

Chicago, Illinois 60603 Attn: Amenda Fanaroff

Hirsh

(312) 201-4000



Doc#: 0721340208 Fee: \$50.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/01/2007 12:34 PM Pg: 1 of 14

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT (the "Assignment"), made as of July 26, 2007, is by and between KING SYKES, LLC, an Illinois limited liability company (hereinafter called "Assignor"), whose address is 3842 North Greenview, Chicago, Illinois 606013, and ORIX REAL ESTATE CAPITAL, INC., a Delaware corporation (hereinafter called 'Assignee"), whose address is 100 North Riverside Plaza, Suite 1400, Chicago, Illinois 60606.

WITNESSETH:

Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does presently, irrevocably, absolutely and unconditionally, bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Assignor in, to and under the all present and future leases, 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 estate described in <u>Exhibit A</u> attached hereto and made a part hereof (the "**Premises**"), including but not limited to the leases listed on the Schedule of Leases attached hereto as <u>Exhibit B</u> and made a part hereof, together with all extensions, modifications, supplements, renewals and replacements thereof, now existing

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all extensions, modifications, supplements, renewals and replacements thereof, now existing or hereafter made, and together with any and all guaranties of the obligations thereof (collectively, the "Leases") of the lessees, licensees, concessionaires and occupants thereunder (collectively, the "Lessees") and all rents, income, profits payments, security deposits, tax, insurance and replacement reserves, receipts, terminations, cancellations and option payments, royalties, issues, service reimbursements, fees, accounts receivables and revenues from the Premises and/or the Improvements (as defined in the Mortgage) which may now or hereafter be or become due or owing under the Leases, and any of them, or on account of the use of the Premises (collectively, the "Rents"). If any of the Leases provide for a security deposit paid by any Lessee to Assignor, Assignor hereby assigns its right, title and interest in and to such security deposit to Assignee.

- i. This Assignment is made for the purpose of securing:
- (a) Subject to the provisions of the other Loan Documents (as hereinafter defined), the payment of the indebtedness (including any extensions or renewals thereof) (the "Loan") evidenced by that certain Note made by of Assignor of even date herewith in the principal sum of Seventeen Million Four Hundred Seventy Five Thousand and 00/100 Dollars (\$17,475,000) (the "Note") and secured by a certain Mortgage, Security Agreement and Assignment of Leases and Rents ("Nortgage") dated of even date herewith encumbering the Premises. This Assignment, the Note, the Loan Agreement, the Mortgage and any other document or instrument evidencing or securing the Loan are referred to as the "Loan Documents"; and
- (b) Subject to the provisions of the other Loan Documents, the payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Loan Documents; and
- (c) Subject to the provisions of the other Loan Documents, the performance and discharge of each and every term, covenant and condition contained in the Loan Documents.
 - 2. Assignor covenants and agrees with Assignee as follows:
- (a) That the sole ownership of the entire lessor's interest in the Cases is, or, as to future Leases, shall be, vested in Assignor, and that Assignor has not, and shall not, perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.
- (b) That, to Assignor's actual knowledge, the Leases are and shall be valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, canceled, renewed or surrendered nor have any Rents thereunder been collected more than one month in advance of the due date nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee.

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- (c) None of the Leases shall be altered, modified, amended, terminated, canceled, extended, renewed or surrendered nor will any Rent be collected more than one month in advance nor will any term or condition thereof be waived nor shall Assignor consent to any assignment or subletting by any Lessee thereunder without the prior written approval of the Assignee.
- (d) That, to Assignor's actual knowledge, there are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.
- (e) That Assignor shall give prompt notice to Assignee of any notice received by Assignor claiming that a default has occurred under any of the Leases on the part of the Assignor, together with a complete copy of any such notice.
- (f) That each of the Leases shall remain in full force and effect irrespective of any merger of the interest of lessor and any Lessee under any of the Leases.
- (g) That Assigner will not permit any Lease to become subordinate to any lien other than the lien of the Mortgage.
- (h) There shall be no accepter of the Leases, or any of them, by reason of the fact that the same person may acquire or hold directly or indirectly the Leases, or any of them, as well as the fee estate in the Premises or any interest in such fee estate.
- (i) Except for the assignment to Assignee in the Mortgage, Assignor has made no assignment other than this Assignment of any of Assignor's rights in any of the Leases or the Rents.
- (j) To Assignor's actual knowledge, no Lessee under any of the Leases has any defense, setoff or counterclaim against Assignor.
- (k) The Schedule of Leases attached hereto lists all of the Leases currently in effect for the Premises.
- (l) 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.
 - (m) Assignor further hereby covenants and agrees that Assignor shall:
 - (i) Fulfill, perform and observe all of the obligations of landlord under the Leases;
 - (ii) Give prompt written notice to Assignee of any default or claim of default by the Assignor 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;

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- (iii) Enforce, short of termination, the performance of the Leases by the Lessees;
- (iv) Except as expressly permitted unter the Loan Agreement, 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 Assignee;
- (v) Not collect or accept Rent more than one month in advance of the time any such Rent becomes due;
- (vi) Except as expressly permitted unter the Loan Agreement, not execute any future Leases, nor consent to the assignment of the Lessee's interest under any of the Lesses, nor consent to the subletting thereunder without the prior written consent of Assignee;
- (vii) Not execute any assignment of 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;
- (viii) Not permit any of the Leases to become subordinate to any lien other than the lien of the Mortgage;
- (ix) 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 Assignee;
- (x) Not take any action which will cause or permit the estate of any Lessees under the Leases to merge with Assignor's interest in the Premises; and
- (xi) Except as expressly permitted unter the Loan Agreement, furnish to Assignee an original subordination, non-disturbance and attornment agreement executed by the Lessee under any Lease hereafter entered into and an original estoppel, addressed to Assignee, from each such Lessee in form and substance satisfactory to Assignee.
 - 3. The parties further agree as follows:
- (a) This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until a notice is sent to the Assignor in writing that an "Event of Default" has occurred under the terms and conditions of the Loan Agreement, the Note, the Mortgage or any other Loan Document (which notice is hereafter called a "Notice"), Assignor shall have a revocable license to receive, collect and enjoy the Rents accruing from the Premises. Assignor shall hold a portion of such rents, income and profits sufficient to discharge all current sums due under the Loan Documents, for use in the payment of such sums.

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- (b) If an Event of Default exists under the Loan Agreement, the Note, Mortgage or any other Loan Document, Assignee may, at its option after service of a Notice, receive and collect all Rents as they become due, from the Premises and under any and all Leases of all or any part of the Premises. Upon the service of a Notice, the license referred to in the preceding grammatical paragraph shall automatically be revoked. Assignee shall thereafter continue to receive and collect all Rents, as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.
- attorney with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor, from and after the service of a Notice, to demand, collect, receive and give complete acquittance for any and all Rents accruing from the Premises, and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the Rents. Lessees of the Premises are hereby expressly authorized and directed to pay any and all amounts due Assignor pursuant to the Leases to Assignee or such nominee as Assignee may designate in writing delivered to and received by such Lessees who are expressly relieved of any and all duty, liability or obligation to Assignor in respect of all payments so made.
- From and after service of a Notice, Assignee is hereby vested with full power to use all measures, legal and equitable, deeped by it necessary or proper to enforce this Assignment and to collect the Rents assigned hereunder either by itself or through a receiver (Assignee hereby consenting to the appointment of a receiver upon giving of Notice by Assignor), including the right of Assignee or its designee to enter upon the Premises, or any part thereof, with or without force and with or without process of law and take possession of all or any part of the Premises together with all personal property, fixtures. documents, books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor, its agents and servants, wholly therefrom. Assignor nereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times after service of a Notice, without further notice to Assigner with full power to use and apply all of the Rents herein assigned to the payment of the costs of managing and operating the Premises and of any indebtedness or liability of Assignor to Assignee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making the same rentable, attorneys' fees, costs and expenses incurred in connection with the enforcement of this Assignment, and all amounts due from Assignor to Assignee under the Loan Agreement, the Note, the Mortgage and the other Loan Documents, all in such order as Assignee may determine. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor in the Leases, provided Assignor may (but is

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not required to) institute any legal or equitable action which Assignee in its sole discretion, deems desirable to collect any or all of the Rents. Upon delivery of the Notice to Assignor, Assignee may perform any or all obligations to Assignee under any of the Leases or this Assignment and take such actions as Assignee deems appropriate to protect its security interest including without limitation (i) appearing in any action or proceeding affecting any of the Leases or the Premises; (ii) executing new leases and modifying, terminating or canceling existing Leases; (iii) collecting, modifying and compromising any Rents payable under the Leases; (iv) enforcing any of the Leases, including, if necessary, evicting Lessees; and (v) any other remedies permitted Assignee under applicable law. The foregoing are in addition to the remedies afforded Assignee under any of the other Loan Documents or in law or equity, oy statute or otherwise, all of which rights are reserved by Assignee. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance of any of the terms and conditions of any of the Leases, or for any wasts of the Premises by any Lessee under any of the Leases or any other person, or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any lessee, licensee, employe: or stranger. The prior sentence shall not apply to acts of gross negligence and willful miscorduct of Assignee, its agents or invitees.

- (e) Assignor hereby agrees that in any action to enforce Assignee's rights and remedies hereunder or under any other Loan Document, there shall be allowed and included as part of the "Indebtedness" (as defined in the Mortgage), all costs, expenses and fees as may be incurred by Assignee in the protection of the Premises and the maintenance of the liens granted Assignee, including, without limitation, reasonable attorneys' fees, costs and expenses incurred by or on behalf of Assignee in connection with any litigation or proceeding affecting this Assignment, the Mortgage, the Note, the other Loan Documents or the Premises including probate, appellate, and bankruptcy proceedings, any post-judgment proceedings to collect or enforce any judgment or order relating to this Assignment or the other Loan Documents, shall, upon notice to Assignor be immediately due and payable to Assignee, shall bear interest at the Default Rate (as defined in the Note), and shall be secured by the Mortgage. This provision is separate and several and shall survive the merger of this provision into any judgment hereon.
- (f) Assignor hereby agrees to indemnify, hold harmless and defend Assignee from and against any liability, obligation, loss, cost, expense, civil fines, penalties or damage (including attorneys' fees) incurred by Assignee under the Leases until such time as Assignee shall actually take possession of the Premises. Nothing herein contained shall be construed as constituting the Assignee a mortgagee in possession of the Premises in the absence of the actual taking of possession of the Premises by the Assignee.
- 4. 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 Note, the Mortgage, or any of the other Loan Documents; (b) Assignor's breach, default under or failure to keep or perform any agreement, undertaking, obligation, covenant, condition, term or provision of this Assignment and such breach continues for a

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period of thirty (30) days after notice from Assignee (provided that if the nature of the cure requires more than thirty (30) days to complete and Assignor commences such cure within such thirty (30) days and diligently prosecutes same to completion, same shall not constitute an Event of Default so long as same is cured within ninety (90) days), or such other grace period as may be specified herein; and (c) any representation, warranty or certification, made or given in or pursuant to this Assignment by Assignor proves to be untrue in any material respect at any time when such representation, warranty or certification is operative or applicable hereunder provided that if the circumstances causing such misrepresentation or warranty are capable of cure and Assignor is curing such circumstance, such representation and warranty continues to be untrue thirty (30) days after written notice from Assignee to Assignor.

Miscellaneous.

- (a) Waiver of or acquiescence by Assignee of any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.
- (b) The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Loan Agreement, the Note, Mortgage or any other Loan Document, or at law or in equity.
- (c) If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or vacaforceable, the remainder of this Assignment, or the application of such term to persons or arcumstances other than those as to which it is invalid or unenforceable, shall not be affected traceby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

All notices required or permitted under this instrument chall be in writing and deemed given: (a) if served in person, when served; (b) if by overnight courrier for next business day delivery, on the first business day after delivery to the courier, audresed to the party for whom the notice is intended. All notices shall be addressed to the following addresses:

If to Assignor:

King Sykes, L.L.C. 3842 North Greenview Chicago, Illinois 60613 Attn: Michael Madura

Facsimile No.: (773)665-7848

With a copy to:

Hagan & Vidovic LLP

200 E. Randolph St., Suite 4322

Chicago, IL 60601

Attn: Christopher Vidovic

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Telephone: (312) 228-2317

If to Assignee:

ORIX Real Estate Capital, Inc.

100 North Riverside Plaza, Suite 1400

Chicago, Illinois 60606 Attn: General Counsel Telephone: (312) 669-6400

With a copy

Goldberg, Kohn, Bell, Black, Rosenbloom & Moritz, Ltd.

55 East Monroe Street, Suite 3300

Chicago, Illinois 60603 Attn: Adam M. Laser, Esq. Telephone: (312) 201-3931

P/000/1 These addresses may be changed by notice as provided herein.

- The term "Assignor" and "Assignee" shall be construed to include the (d) heirs, personal representatives, succestors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.
- This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.
- It is understood and agreed that neither this Assignment to Assignee nor the exercise by Assignee of any of its rights or remedies under this Assignment shall be deemed to make Assignee a "Mortgagee-in-Possession" or otherwise responsible or liable in any manner with respect to the Premises or the use, occupancy, enjoyment or coeration of all or any portion thereof, unless and until Assignee, in person or by agent, assumes actual possession thereof, nor shall appointment of a receiver by any court at the recuest of Assignee or by agreement with Assignor or the entering into possession of the Premises or any part thereof by such receiver by deemed to make Assignee a "Mortgagee-in-Possession" or otherwise responsible or liable in any manner with respect to the Premises or the use. occupancy, enjoyment or operation of all or any portion thereof.
- (g) At any time and from time to time, upon request by Assignee, Assignor will make, execute and deliver, or cause to be made, executed and delivered to Assignee 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 Assignee, any and all such other and further assignments, deeds to secure debt, mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may, in the

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opinion of Assignee, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve (i) the obligations of Assignor under this Assignment and (ii) the security interest created by this Assignment as a first and prior security interest upon the Leases and the Rents. Upon any failure by Assignor to comply with the provisions contained in this subparagraph (h), Assignee 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 Assignor, and Assignor hereby irrevocably appoints Assignee the agent and attorney-in-fact of Assignor to do so.

- (h) Any reference to "attorney fees", "attorney's fees", or "attorneys' fees" in this Assignment includes but is not limited to both the fees, charges and costs incurred by Assignee through its retention of outside legal counsel and the allocable fees, costs and charges for services rendered by Assignee'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 Assignee in the collection of any indebtedness, the enforcement of any obligations hereunder, the protection of the Premises, the foreclosure of or exercise of the power of sale under the Mortgage, the sale of the Premises, the defense of actions arising hereunder and the collection, protection or setoff of any claim Assignee may have in a proceeding under Title 11, United States Code. Attorneys' fees provided for hereunder shall accrue whether or not Assignee has provided notice of an Event of Default or of an intention to exercise its remedies for such Event of Default.
- ASSIGNOR HEREBY ACPFES NOT TO ELECT A TRIAL BY (i) JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGALD TO THE NOTE, THE MORTGAGE, THIS ASSIGNMENT OR THE OTHER LOAN DOCUMENTS, OR ACTION **COUNTERCLAIM OR OTHER** ANY CLAIM, CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY ASSIGNOR, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. ASSIGNEE IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY ASSIGNOR.
- 6. Governing Law; Severability. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Illinois except that the provisions of the laws of the jurisdiction in which the Property is located shall be applicable to the creation, perfection and enforcement of the lien created by this Assignment. The invalidity, illegality or unenforceability of any provision of this Assignment shall not affect or impair the validity, legality or enforceability of the remainder of this Assignment, and to this end the provisions of this Assignment are declared to be severable.

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7. Application of Proceeds. All sums collected and received by Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any Event of Default shall be applied in accordance with the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15-1101, et seq., Illinois Compiled Statutes)(the "Act") and, unless otherwise specified in the Act, in such order as Assignee shall elect in Assignee's sole and absolute discretion.

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the Assignor has caused this instrument to be signed and sealed as of the date first above written.

KING SYKES, LLC, an Illinois limited Property of Cook County Clark's Office liability company

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STATE OF	<u> TLLINOIS</u>)	
)	SS.
COUNTY OF _	CODIL)	

I, Fizabeth Macha, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Both Wallow, personally known to me to be the Manager of King Sykes, L.L.C., an Illinois limited liability company whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such Manager, she/he signed and delivered the said Instrument of writing for said hability company as her/his free and voluntary act and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set 107th.

GIVEN under my hand and Notarial Seal this 24, 2007.

Notary Public

Official Seal
Elizabeth Machaj
Notary Public State of Illinois
My Commission Expires 05/29/2011

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EXHIBIT A

LEGAL DESCRIPTION

Property Address: 2545-2555 South Dr. Martin Luther King Drive, Chicago, Illinois 60616

Permanent Real Estate Tax Index Number: 17-27-203-010-0000, 17-27-203-014-0000, 17-27-402-015-0000, 17-27-402-018-0000

PARCEL 1:

THAT PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID FRACTIONAL 1/4 AND THE WESTERLY LINE OF LOT 1 IN CHICAGO LAND CLEARANCE COMMISSION NO. 2, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED STREETS AND ALLEYS IN THE SOUTHEAST FRACTIONAL 1 4 OF SAID SECTION 27; THENCE NORTHWESTERLY ALONG THE NORTHWEST EXTENSION CF THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 10.95 FEET TO A POINT 9.82 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST FRACTIONAL 1/4 AND 33.00 FEET EAST OF THE WEST LIME OF SAID NORTHEAST FRACTIONAL 1/4; THENCE NORTH ALONG A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST FRACTIONAL 1/4, BEING THE EAST LINE OF SOUTH DR. MARTIN LUTHER KING, JR. DRIVE, A DISTANCE OF 389.38 FEET; THENCE EAST ALONG A LINE 175.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH 8.70 CHAINS OF SAID NORTHEAST FRACTIONAL 1/4, A DISTANCE OF 275.00 FEET; THENCE NORTH ALCNO A LINE 275.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTH DR. MAKTIN LUTHER KING, JR. DRIVE, A DISTANCE OF 175.00 FEET TO THE NORTH LINE OF SAID SOUT[15,70 CHAINS; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTH 8.70 CHAINS, A DISTINCE OF 321.62 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF THE !LLINOIS CENTRAL GULF RAILROAD, A DISTANCE OF 599.17 FEET; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHEAST FRACTIONAL 1/4, A DISTANCE OF 762.98 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 1 IN ASSESSOR'S DIVISION OF UNSUBDIVIDED LAND IN THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING WEST OF THE ILLINO'S CENTRAL RAILROAD COMPANY'S RIGHT OF WAY, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE NORTH LINE OF SAID LOT 1 AND THE ILLINOIS CENTRAL RAILROAD COMPANY'S WEST RIGHT OF WAY LINE, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 102.28 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTHWESTERLY ON A STRAIGHT LINE FORMING AN INTERIOR ANGLE OF 18 DEGREES 7 MINUTES 30 SECONDS, A DISTANCE OF 75.50 FEET TO THE NORTHEAST CORNER OF THE BUILDING LINE OF THE SWIGART PAPER COMPANY, THENCE NORTHWESTERLY ON AN ANGLE TO THE LEFT 21 DEGREES 56 MINUTES 30 SECONDS ALONG SAID BUILDING LINE A DISTANCE OF 22.84 FEET, THENCE WESTERLY ON AN ANGLE TO THE LEFT 13, DEGREES, 3 MINUTES 30 SECONDS ALONG SAID BUILDING LINE, A DISTANCE OF 65.47 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 1, WHICH IS 93.78 FEET WEST FROM THE NORTHEAST CORNER OF SAID LOT 1; THENCE EAST ALONG SAID NORTH LINE OF LOT 1, A DISTANCE OF 93.78 FEET TO THE POINT OF BEGINNING PARCEL 3:

LOT 1 IN CHICAGO LAND CLEARANCE COMMISSION NO. 2, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED STREETS AND ALLEYS IN THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

SCHEDULE OF LEASES

- 1. Lease Agreement dated as of June 1, 1998 between Advocate Health Centers, Inc., an Illinois corporation ("Tenant") and Humana Health Plan, Inc., (the "Original Landlord"), as amended by that certain Amendment to Lease Agreement, dated as of March 1, 2001 between Tenant and Original Landlord, as further amended by that certain Amendment to Lease Agreement, dated March 1, 2003 between Tenant and Original Landlord, and as further amended by that certain Amendment to Lease Agreement, dated as of June 26, 2007 between Landlord and Tenant.
- 2. Medical Office Lease Agreement dated as of June 26, 2007 by and between Borrower, as landlord, and Advocate Health Centers, Inc., an Illinois corporation, as tenant.

