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Cook County Recorder of Deeds
Date: 05/22/2008 09:54 AM Pg: 1 of 17

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8352553

W. FAGAN

GTIS- AIMCAP SCHAUMBURG LLC, as assignor

(Borrower)

to

LEHMAN BROTHERS BANK, FSB, as assignee

1000 West Street, Suite 200
Wilmington, Delaware 19801

(Lender)

**AMENDED AND RESTATED
ASSIGNMENT
OF LEASES AND RENTS**

Dated: May 15, 2008

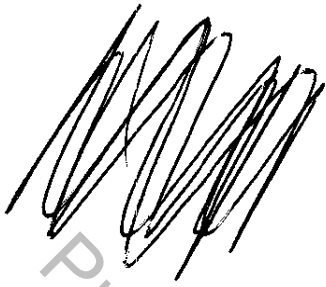
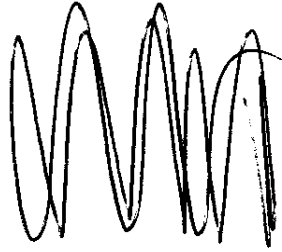
Location: Cook County, Illinois

PREPARED BY AND UPON
RECORDATION RETURN TO:

Messrs. Thacher Proffitt & Wood
Two World Financial Center
New York, New York 10281

Attention: Mitchell G. Williams, Esq.
File No.: 16248-00795

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A large, dense, and somewhat illegible handwritten scribble in black ink, located in the upper left quadrant of the page.A smaller, more rhythmic handwritten scribble in black ink, consisting of several connected, wave-like loops, located in the upper right quadrant of the page.

Property of Cook County Clerk's Office

Title No.:

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THIS AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS (this "Assignment") made as of May 15, 2008, by **GTIS I-AIMCAP SCHAUMBURG LLC**, a Delaware limited liability company, having a business address c/o JF Capital Advisors, LLC, 60 East 42nd Street, Suite 1901, New York, New York 10165, Attn: E. Jonathan Falik ("Borrower") to **LEHMAN BROTHERS BANK, FSB**, a federal stock savings bank, having its principal place of business at 1000 West Street, Suite 200, Wilmington, Delaware 19801, individually and as Agent for one or more Co-Lenders ("Lender").

RECITALS:

WHEREAS, Lender has made a loan to Borrower and certain affiliates of Borrower (the Additional Borrowers") in the original principal amount of \$40,000,000 (the "Original Loan") pursuant to that certain Loan Agreement, dated as of July 23, 2007, entered into between Borrower, Additional Borrowers and Lender, as amended by that certain First Amendment to Loan Agreement dated as of March 27, 2008 (the "Original Loan Agreement"), as amended and restated by that certain Amended and Restated Loan Agreement, dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement"), as secured by that certain Mortgage and Security Agreement dated as of July 23, 2007, as amended by that Amended and Restated Mortgage and Security Agreement dated as of the date hereof (the "Security Instrument"), being recorded simultaneously herewith, and that certain Assignment of Leases and Rents dated as of July 23, 2007 between Borrower and Lender (the "Original Assignment"), and evidenced by a certain Promissory Note dated July 23, 2007, given by Borrower and Additional Borrowers to Lender (the "Original Note"), as amended and restated by that certain Amended and Restated Promissory Note, dated as of the date hereof (such Amended and Restated Promissory Note together with all extensions, renewals, replacements, restatements, amendments, supplements, severances or modifications thereof being hereinafter referred to as the "Note");

WHEREAS, in connection with the re-allocation of the principal balances of the Loan, the Mezzanine A Loan (as defined in the Original Loan Agreement) and the Mezzanine B Loan (as defined in the Original Loan Agreement), Lender is simultaneously herewith advancing to Borrower and Additional Borrowers an additional \$13,498,937.00 (the "Additional Loan Advance"), a portion of which in the amount of \$12,800,000.00 is simultaneously being distributed by Borrower and Additional Borrowers to the Mezzanine B Borrower (as defined in the Original Loan Agreement) who in turn is simultaneously prepaying the Mezzanine B Loan on the date hereof in full. A portion of the Additional Loan Advance in the amount of \$698,937.00 is simultaneously being distributed by Borrower and Additional Borrowers to Mezzanine A Borrower (as defined in the Original Loan Agreement) who in turn is simultaneously prepaying a portion of the Mezzanine A Loan on the date hereof; and

WHEREAS, in connection with the foregoing Additional Loan Advance and prepayment, Borrower and Lender wish to amend and restate the Original Assignment in its entirety.

NOW THEREFORE, in consideration of the foregoing premises and the covenants, agreements, representations and warranties set forth in this agreement, the parties hereto hereby covenant, agree, represent and warrant that the terms, provisions and obligations contained in the Original Assignment are hereby amended and restated in their entirety to read as follows:

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This Assignment is given in connection with that certain loan in the original principal sum of FIFTY-THREE MILLION FOUR HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED THIRTY-SEVEN AND 00/100 DOLLARS (\$53,498,937.00) (collectively, the "Loan") made by Lender to Borrower and Additional Borrowers pursuant to the Loan Agreement and evidenced by the Note;

Borrower desires to secure the payment of the Debt (as defined below) and the performance of all of its obligations under the Note, the Loan Agreement, the Security Instruments (as defined in the Loan Agreement) and the other Loan Documents (as defined in the Loan Agreement); and

This Assignment is given pursuant to the Loan Agreement, and payment, fulfillment, and performance by Borrower of its obligations thereunder and under the other Loan Documents, are secured hereby, and each and every term and provision of the Loan Agreement and the Note, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Assignment.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

ARTICLE 1 - ASSIGNMENT

Section 1.1 PROPERTY ASSIGNED Borrower hereby absolutely and unconditionally assigns and grants to Lender the following property, rights, interests and estates, now owned, or hereafter acquired by Borrower:

(a) Leases. All right, title and interest of Borrower in and to all existing and future leases affecting the use, enjoyment, or occupancy of all or any part of that certain lot or piece of land, more particularly described in Exhibit A annexed hereto and made a part hereof, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (collectively, the "Property") and the right, title and interest of Borrower, its successors and assigns, therein and thereunder.

(b) Other Leases and Agreements. All right, title and interest of Borrower in and to all other leases, subleases and other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Property or any portion thereof now or hereafter made, whether made before or after the filing by or against Borrower of any petition for relief under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship, arrangement, adjustment, winding-up, liquidation, composition or other relief with respect to its debts or debtors ("Creditors Rights Laws") together with any extension, renewal or replacement of the same, this Assignment of other present and future leases and present and future agreements being effective without further or supplemental assignment. The leases described in Subsection 1.1(a) and the leases and other agreements described in this Subsection 1.1(b), together with all other present and future leases and present

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and future agreements and any extension or renewal of the same are collectively referred to as the "Leases."

(c) Rents. All right, title and interest of Borrower in and to all income, rents, room rates, issues, profits, revenues, deposits, accounts and other benefits from the operation of the hotel on the Property, including, without limitation, all revenues and credit card receipts collected from guest rooms, restaurants, bars, mini-bars, meeting rooms, banquet rooms and recreational facilities and otherwise, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of sale, lease, sublease, license, concession or other grant of the right of the possession, use or occupancy of all or any portion of the Property, or personality located thereon, or rendering of services by Borrower or any entity generating such income for the benefit of Borrower, including, without limitation, any operator or manager of the hotel or the commercial space located in the Property or acquired from others including, without limitation, from the rental of any office space, retail space, commercial space, guest room or other space, halls, stores or offices located on the Property, including any deposits securing reservations of such space, exhibit or sales space of every kind, license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges, vending machine sales and proceeds, if any, from business interruption or other loss of income insurance relating to the use, enjoyment or occupancy of the Property, whether paid or accruing before or after the filing by or against Borrower of any petition for relief under Creditors Rights Laws (collectively, the "Rents").

(d) Bankruptcy Claims. All of Borrower's claims and rights (the "Bankruptcy Claims") to the payment of damages arising from any rejection by a lessee of any Lease under Creditors Rights Laws.

(e) Lease Guaranties. All of Borrower's right, title and interest in and claims under any and all lease guaranties, letters of credit and any other credit support given by any guarantor in connection with any of the Leases (individually, a "Lease Guarantor", collectively, the "Lease Guarantors") to Borrower (individually, a "Lease Guaranty", collectively, the "Lease Guaranties").

(f) Proceeds. All proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims.

(g) Accounts Receivable. All right, title and interest of Borrower arising from the operation of the Property in and to all payments for goods or property sold or leased or for services rendered, whether or not yet earned by performance, and not evidenced by an instrument or chattel paper, (hereinafter referred to as "Accounts Receivable") including, without limiting the generality of the foregoing, (i) all accounts, contract rights, book debts, and notes arising from the operation of a hotel on the Property or arising from the sale, lease or exchange of goods or other property and/or the performance of services, (ii) Borrower's rights to payment from any consumer credit/charge card organizations or entities which sponsor and administer such cards as the American Express Card, the Visa Card and the Mastercard, (iii) Borrower's rights in, to and under all purchase orders for goods, services or other property, (iv) Borrower's rights to any goods, services or other property represented by any of the foregoing, (v) monies due to or to

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become due to Borrower under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of Borrower) and (vi) all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing. Accounts Receivable shall include those now existing or hereafter created, substitutions therefor, proceeds (whether cash or non-cash, movable or immovable, tangible or intangible) received upon the sale, exchange, transfer, collection or other disposition or substitution thereof and any and all of the foregoing and proceeds therefrom.

(h) Other. All rights, powers, privileges, options and other benefits of Borrower as lessor under the Leases and beneficiary under the Lease Guaranties, including without limitation the immediate and continuing right to make claim for, receive, collect and receipt for all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt or the Other Obligations (as defined in the Security Instruments)), and to do all other things which Borrower or any lessor is or may become entitled to do under the Leases or the Lease Guaranties.

(i) Entry. The right, at Lender's option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents.

(j) Power of Attorney. Borrower's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in Section 3.1 of this Assignment and any or all other actions designated by Lender for the proper management and preservation of the Property.

(k) Other Rights and Agreements. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (j) above, and all amendments, modifications, replacements, renewals and substitutions thereof.

Section 1.2 CONSIDERATION. This Assignment is made in consideration of that certain loan made by Lender to Borrower and the Additional Borrowers evidenced by the Loan Agreement and the Note and secured by the Security Instruments. The principal sum, interest and all other sums due and payable under the Loan Agreement, the Note, the Security Instruments, this Assignment and the other Documents are collectively referred to as the "Debt".

Section 1.3 TERMINATION OF ASSIGNMENT. Upon payment in full of the Debt and the delivery and recording of a satisfaction or discharge of the Security Instruments, duly executed by Lender, this Assignment shall become null and void and shall be of no further force and effect.

ARTICLE 2 - TERMS OF ASSIGNMENT

Section 2.1 PRESENT ASSIGNMENT AND LICENSE BACK. It is intended by Borrower that this Assignment constitute a present, absolute assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims, and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 2.1, Lender grants to Borrower a revocable license to collect and receive the Rents and other sums due under the Lease Guaranties.

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Borrower shall hold the Rents and all sums received pursuant to any Lease Guaranty, or a portion thereof sufficient to discharge all current sums due on the Debt, in trust for the benefit of Lender for use in the payment of such sums.

Section 2.2 NOTICE TO LESSEES. Borrower hereby agrees to authorize and direct the lessees named in the Leases or any other or future lessees or occupants of the Property and all Lease Guarantors to pay over to Lender or to such other party as Lender directs all Rents and all sums due under any Lease Guaranties in accordance with the Loan Agreement upon receipt from Lender of written notice to the effect that Lender is then the holder of the Security Instruments and this Assignment and that a Default (defined below) exists, and to continue so to do until otherwise notified by Lender.

Section 2.3 INCORPORATION BY REFERENCE. All representations, warranties, covenants, conditions and agreements contained in the Loan Agreement and the Security Instruments as same may be modified, renewed, substituted or extended are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

ARTICLE 3 - REMEDIES

Section 3.1 REMEDIES OF LENDER. Upon the occurrence and during the continuance of an Event of Default (a "Default"), the license granted to Borrower in Section 2.1 of this Assignment shall automatically be revoked, and Lender shall, to the fullest extent permitted by applicable law, immediately be entitled to possession of all Rents and sums due under any Lease Guaranties, whether or not Lender enters upon or takes control of the Property. In addition, Lender may, to the fullest extent permitted by applicable law, at its option, without waiving such Default, without notice and without regard to the adequacy of the security for the Debt, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess Borrower and its agents and servants from the Property, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Property on such terms and for such period of time as Lender may deem proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents and sums due under all Lease Guaranties, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Lender and may apply the Rents and sums received pursuant to any Lease Guaranties to the payment of the following in such order and proportion as Lender in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Lender may deem necessary or desirable and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Lender may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and (b) Debt, together with all costs and reasonable attorneys' fees. In addition, upon the occurrence and during the continuance of a Default, Lender, at its option, may, to the extent

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permitted by Applicable Law, (1) complete any construction on the Property in such manner and form as Lender deems advisable, (2) exercise all rights and powers of Borrower, including, without limitation, the right to negotiate, execute, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all sums due under any Lease Guaranties, and (3) either require Borrower to (x) pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in possession of Borrower or (y) vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise.

Section 3.2 OTHER REMEDIES. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Loan Agreement, the Note, the Security Instruments, or the other Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Debt and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Borrower hereby absolutely, unconditionally and irrevocably waives, to the fullest extent permitted by applicable law, any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the obligations of Borrower under this Assignment, the Loan Agreement, the Note, the Security Instruments, the other Loan Documents or otherwise with respect to the loan secured hereby in any action or proceeding brought by Lender to collect same, or any portion thereof, or to enforce and realize upon the lien, security interest and security title created by this Assignment, the Loan Agreement, the Note, the Security Instruments, or any of the other Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of Borrower's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of Borrower's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against Lender in any separate action or proceeding).

Section 3.3 OTHER SECURITY. Lender may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

Section 3.4 NON-WAIVER. The exercise by Lender of the option granted it in Section 3.1 of this Assignment and the collection of the Rents and sums due under the Lease Guaranties and the application thereof as herein provided shall not be considered a waiver of any default by Borrower under the Loan Agreement, the Note, the Security Instruments, the Leases, this Assignment or the other Loan Documents. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (a) the failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Loan Agreement, the Note, the Security Instruments or the other Loan Documents, (b) the release regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Lender extending the

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time of payment or otherwise modifying or supplementing the terms of this Assignment, the Loan Agreement, the Note, the Security Instruments or the other Loan Documents. Lender may resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take any action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

Section 3.5 BANKRUPTCY. (a) Upon the occurrence and during the continuance of a Default, Lender shall have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under Creditors Rights Laws. Any amounts received by Lender as damages arising out of rejection of any Lease as aforesaid shall be applied first to all costs and expenses of Lender (including, without limitation, reasonable attorneys' fees and disbursements) incurred in connection with the exercise of any of its rights or remedies under this Section 3.5.

(b) If there shall be filed by or against Borrower a petition under Creditors Rights Laws, and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to any applicable provision of any Creditors Rights Law, then Borrower shall give Lender not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten-day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to any applicable provision of any Creditors Rights Law, and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

ARTICLE 4 - NO LIABILITY, FURTHER ASSURANCES

Section 4.1 NO LIABILITY OF LENDER. This Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Property after a Default or from any other act or omission of Lender in managing the Property after a Default unless such loss is caused by the fraud, willful misconduct, gross negligence, illegal act or bad faith of Lender, its agents or employees. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment and Borrower shall, and hereby agrees, to indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which may or might be

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incurred under the Leases, any Lease Guaranties 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 Lender 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 or any Lease Guaranties, except for losses and damages resulting solely from the fraud, gross negligence, illegal act, willful misconduct or bad faith of Lender, its agents or employees, or any losses and damages which occur after Lender or its nominee acquires title to the Property, whether by foreclosure, exercise of the power of sale, acceptance of a deed in lieu of foreclosure or otherwise, to the extent such loss or damage first occurs after Lender or its nominee acquires title to the Property. Should Lender incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment and by the Security Instruments and the other Loan Documents and Borrower shall reimburse Lender herefor upon demand and upon the failure of Borrower so to do Lender may, at its option, declare all sums secured by this Assignment and by the Security Instruments and the other Loan Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property, including without limitation, the presence of any Hazardous Materials (as defined in the Loan Agreement), or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

Section 4.2 NO MORTGAGEE IN POSSESSION. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower, except to the extent of any liability caused by the fraud, willful misconduct, gross negligence, illegal act or bad faith of Lender or its agents or employees.

Section 4.3 FURTHER ASSURANCES. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, reasonably require as necessary for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, 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, on demand, will execute and deliver and hereby authorizes Lender to execute in the name of Borrower to the extent Lender 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.

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ARTICLE 5 - MISCELLANEOUS PROVISIONS

Section 5.1 CONFLICT OF TERMS. In case of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail.

Section 5.2 NO ORAL CHANGE. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 5.3 CERTAIN DEFINITIONS. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or interest therein," the word "Lender" shall mean "Lender and any subsequent holder of the Note," the word "Note" shall mean "the Note and any other evidence of indebtedness secured by the Security Instruments," the word "person" shall include an individual, corporation, partnership, limited liability company, trust, unincorporated association, government, governmental authority, and any other entity, the word "Property" shall include any portion of the Property and any interest therein of Borrower and the phrases "attorneys' fees" and "counsel fees" shall include any and all attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder, and the word "Debt" shall mean the principal balance of the Note with interest thereon as provided in the Loan Agreement, the Note and the Security Instruments and all other sums due pursuant to the Note, the Security Instrument, this Assignment and the other Loan Documents; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 5.4 INAPPLICABLE PROVISION. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

Section 5.5 DUPLICATE OF ORIGINALS; COUNTERPARTS. This Assignment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original. This Assignment may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Assignment. The failure of any party hereto to execute this Assignment, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

Section 5.6 CHOICE OF LAW. THIS ASSIGNMENT SHALL BE DEEMED TO BE A CONTRACT ENTERED INTO PURSUANT TO THE LAWS OF THE STATE OF NEW YORK AND SHALL, IN ALL RESPECTS BE GOVERNED, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF

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THE STATE OF NEW YORK, PROVIDED HOWEVER, THAT WITH RESPECT TO THE CREATION, PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIEN OF THIS ASSIGNMENT, THE LAWS OF THE STATE OR COMMONWEALTH WHERE THE PROPERTY IS LOCATED SHALL APPLY.

Section 5.7 NOTICES. All notices or other written communications required or permitted hereunder shall be given and shall become effective in accordance with Section 10.6 of the Loan Agreement.

Section 5.8 WAIVER OF TRIAL BY JURY. BORROWER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN EVIDENCED BY THE NOTE, THE APPLICATION FOR THE LOAN EVIDENCED BY THE NOTE, THIS ASSIGNMENT, THE NOTE, THE SECURITY INSTRUMENTS OR THE OTHER LOAN DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER, ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

Section 5.9 SUBMISSION TO JURISDICTION. With respect to any claim or action arising hereunder, Borrower (a) irrevocably submits to the nonexclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York, New York, and appellate courts from any thereof, and (b) irrevocably waives any objection which it may have at any time to the laying on venue of any suit, action or proceeding arising out of or relating to this Assignment brought in any such court, irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

Section 5.10 LIABILITY. If Borrower consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Assignment shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

Section 5.11 HEADINGS, ETC. The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 5.12 NUMBER AND GENDER. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 5.13 EXCULPATION. The provisions of Section 9.4 of the Loan Agreement are hereby incorporated by reference into this Assignment to the same extent and with the same force as if fully set forth herein.

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ARTICLE 6 - ILLINOIS STATE SPECIFIC PROVISIONS

Section 6.1 Inconsistencies. In the event of any inconsistencies between the other terms and conditions of this Assignment and this Article 6, the terms and conditions of Article 6 shall control and be binding.

Section 6.2 Application of Proceeds. All sums collected and received by Lender out of the rents, issues, income and profits of the Property following the occurrence of any one or more Events of Default shall be applied in accordance with the Illinois Mortgage Foreclosure Act (Chapter 735, Sections 7/15-1101 et seq., Illinois Compiled Statutes) and, unless otherwise specified in such Act, in such order as Lender shall elect in its sole and absolute discretion.

THIS ASSIGNMENT, together with the covenants and warranties therein contained, shall inure to the benefit of Lender and shall be binding upon Borrower, its heirs, executors, administrators, successors and assigns and any subsequent owner of the Property.

[NO FURTHER TEXT ON THIS PAGE]

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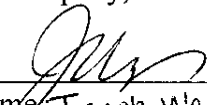
IN WITNESS WHEREOF, Borrower has executed this instrument the day and year first above written.

BORROWER:

GTIS I-AIMCAP SCHAUMBURG LLC, a
Delaware limited liability company

By: GTIS I-AIMCAP MIDWEST HOTEL
PARTNERS LLC, a Delaware limited liability
company, its manager

By: AIMCAP IX LLC, a Delaware limited
liability company, its manager

By: 
Name: Joseph Weinberger
Title: Manager

Property of Cook County Clerk's Office

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ACKNOWLEDGEMENTS

STATE OF New York)
) SS.:
COUNTY OF New York)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Joseph Weinberger, personally known to me to be a Manager of AIMCAP IX LLC, a Delaware limited liability company and the Manager of GTIS I-AIMCAP MIDWEST HOTEL PARTNERS LLC, a Delaware limited liability company and the manager of GTIS I-AIMCAP SCHAUMBURG LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said company as his own free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this 9 day of August, 2008.

Carak Werner
Notary Public, State of New York
No. 02WA6029852
Qualified In New York County
Commission Expires: 08/30/09



Notary Public

My commission expires: 08/30/09

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EXHIBIT A Legal Description

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 40 FEET (MEASURED PERPENDICULARLY) OF THE NORTHEAST 1/4 OF SAID SECTION 14 AND THE NORTH LINE OF THE SOUTH 50 FEET (MEASURED PERPENDICULARLY) OF THE NORTHEAST 1/4 OF SAID SECTION 14, THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 236.70 FEET TO A POINT; THENCE NORTH 3 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 767.50 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST A DISTANCE OF 288.62 FEET TO A POINT; THENCE SOUTH 0 DEGREES 04 MINUTES 07 SECONDS EAST A DISTANCE OF 769.25 FEET TO THE HEREINABOVE DESIGNATED POINT FOR BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THOSE NON-EXCLUSIVE EASEMENTS AND RIGHTS APPURTENANT TO PARCEL 1 DESCRIBED ABOVE BEING THOSE EASEMENTS AND RIGHTS CREATED BY THOSE GRANTS OF EASEMENTS PURSUANT TO THE TERMS AND PROVISIONS OF THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS DATED JULY 2, 1979 AND RECORDED OCTOBER 10, 1979 AS DOCUMENT 25196718, EXECUTED BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 100103, LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 100104, AND THE FIRST NATIONAL BANK OF CHICAGO, AS TRUSTEE OF THE FIRST NATIONAL BANK OF CHICAGO GROUP TRUST FOR PENSION AND PROFIT SHARING TRUST, FUND F OVER THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SAID NORTHEAST 1/4 OF SECTION 14 WITH A LINE BEING 561.22 FEET (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL TO THE SOUTH LINE OF GOLF ROAD, ACCORDING TO DOCUMENT NUMBER 10488004; THENCE EASTWARD ALONG THE SAID PARALLEL LINE, NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, A DISTANCE OF 1404.175 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTWARD ALONG A CURVED LINE, CONVEX TO THE NORTHEAST, OF 150.00 FEET IN RADIUS, FOR AN ARC LENGTH OF 157.079 FEET TO A POINT OF TANGENCY; THENCE SOUTH 32 DEGREES 40 MINUTES 10 SECONDS EAST, A DISTANCE OF 256.717 FEET; THENCE SOUTH 57 DEGREES 19 MINUTES 50 SECONDS WEST, A DISTANCE OF 66.00 FEET; THENCE SOUTHEASTWARD ALONG A CURVED LINE, CONVEX TO THE SOUTHWEST, OF 150.00 FEET IN RADIUS, HAVING A CHORD LENGTH OF 44.83 FEET ON A BEARING OF SOUTH 41 DEGREES 15 MINUTES 50 SECONDS EAST, FOR AN ARC LENGTH OF 45.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTWARD ALONG A CURVED LINE, CONVEX TO THE SOUTHWEST OF 150.00 FEET IN RADIUS, HAVING A CHORD LENGTH OF 102.96 FEET ON A BEARING OF SOUTH 69 DEGREES 55 MINUTES 49 SECONDS EAST, FOR AN ARC LENGTH OF 105.10 FEET TO A POINT OF TANGENCY; THENCE EASTWARD ALONG THE SOUTHERLY LINE OF AMERICAN LANE, NORTH 89 DEGREES 59 MINUTES 52 SECONDS EAST A DISTANCE OF 111.38 FEET; THENCE SOUTH 2 DEGREES 55 MINUTES 17 SECONDS EAST, A DISTANCE OF 114.55 FEET; THENCE SOUTH 77 DEGREES 26 MINUTES 35 SECONDS WEST, A DISTANCE OF 166.95 FEET; THENCE SOUTH 36 DEGREES 46 MINUTES 00 SECONDS WEST, A DISTANCE OF 199.47 FEET; THENCE SOUTH 8 DEGREES 19 MINUTES 57 SECONDS EAST, A DISTANCE OF 236.37 FEET; THENCE SOUTH 24 DEGREES 41 MINUTES 16 SECONDS WEST, A DISTANCE OF 200.28 FEET; THENCE SOUTH 10 DEGREES 51

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MINUTES 44 SECONDS EAST, A DISTANCE OF 201.63 FEET; THENCE SOUTH 51 DEGREES 33
 MINUTES 53 SECONDS EAST, A DISTANCE OF 209.76 FEET; THENCE SOUTH 16 DEGREES 37
 MINUTES 46 SECONDS EAST, A DISTANCE OF 222.79 FEET; THENCE SOUTH 58 DEGREES 28
 MINUTES 35 SECONDS EAST, A DISTANCE OF 301.51 FEET; THENCE SOUTH 3 DEGREES 56
 MINUTES 18 SECONDS EAST, A DISTANCE OF 74.29 FEET TO A POINT ON THE NORTHERLY LINE
 OF WOODFIELD ROAD; THENCE WESTERLY ALONG THE SAID NORTHERLY LINE, SOUTH 86 DEGREES
 03 MINUTES 42 SECONDS WEST, A DISTANCE OF 315.97 FEET; THENCE NORTH 3 DEGREES 56
 MINUTES 18 SECONDS WEST, A DISTANCE OF 33.45 FEET; THENCE NORTH 47 DEGREES 58
 MINUTES 24 SECONDS WEST, A DISTANCE OF 254.55 FEET; THENCE NORTH 33 DEGREES 02
 MINUTES 24 SECONDS WEST, A DISTANCE OF 278.64 FEET; THENCE NORTH 8 DEGREES 26
 MINUTES 11 SECONDS EAST, A DISTANCE OF 334.05 FEET; THENCE NORTH 23 DEGREES 37
 MINUTES 15 SECONDS WEST, A DISTANCE OF 244.51 FEET; THENCE NORTH 64 DEGREES 50
 MINUTES 51 SECONDS WEST, A DISTANCE OF 127.53 FEET; THENCE NORTH 37 DEGREES 44
 MINUTES 07 SECONDS WEST, A DISTANCE OF 95.78 FEET; THENCE NORTH 62 DEGREES 27
 MINUTES 08 SECONDS EAST A DISTANCE OF 296.33 FEET; THENCE NORTH 35 DEGREES 57
 MINUTES 22 SECONDS EAST, A DISTANCE OF 363.81 FEET TO THE POINT OF BEGINNING, ALL
 IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THOSE NON-EXCLUSIVE EASEMENTS AND RIGHTS APPURTENANT TO PARCEL 1 DESCRIBED ABOVE
 BEING THOSE EASEMENTS AND RIGHTS CREATED BY THOSE GRANTS OF EASEMENTS PURSUANT TO
 THE TERMS AND PROVISIONS OF THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS
 AND EASEMENTS DATED JULY 2, 1979 AND RECORDED OCTOBER 10, 1979 AS DOCUMENT
 25196718, EXECUTED BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 100103,
 LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 100104, AND THE FIRST NATIONAL
 BANK OF CHICAGO, AS TRUSTEE OF THE FIRST NATIONAL BANK OF CHICAGO GROUP TRUST FOR
 PENSION AND PROFIT SHARING TRUST, FUND F ALL IN COOK COUNTY, ILLINOIS. THE
 NON-EXCLUSIVE EASEMENT AND RIGHTS DESCRIBED ABOVE INCLUDE NON-EXCLUSIVE RIGHTS OF
 ACCESS BETWEEN PARCEL 1 DESCRIBED ABOVE AND PARCEL 2 DESCRIBED ABOVE.

Address

800 National Parkway
 Schaumburg, Illinois 60173

PIN #

07-14-200-058-0000

Schaumburg

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