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Chicago, Illinois
Cook County



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Cook County Recorder of Deeds
Date: 08/27/2008 04:33 PM Pg: 1 of 15

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ASSIGNMENT OF LEASES AND RENTS

dated as of
August 21, 2008
from

METRAMARKET OF CHICAGO, L.L.C.,
an Illinois limited liability company

to

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

Location of Project:

MetraMarket at the Ogilvie Transportation Center, Chicago
County: Cook

0106127/5095

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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of the 21 day of August, 2008, by METRAMARKET OF CHICAGO, L.L.C., a limited liability company duly organized and validly existing under the laws of the State of Illinois and having an office at c/o U.S. Equities Realty, Inc., 20 North Michigan Avenue, Chicago, Illinois 60602 ("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 holder of the leasehold interest in 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");

WHEREAS, Assignor, Ogilvie Transit Center Investor, Inc., an Illinois corporation ("Ogilvie Borrower" and, together with Assignor, collectively "Borrower"), certain lenders (collectively, the "Lenders") and the Administrative Agent are parties to a Construction Loan Agreement dated as of August 21, 2008 (said Construction 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 Loans to be made by the Lenders to Assignor in an aggregate principal amount not exceeding \$25,000,000 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, that certain Mortgage delivered by Assignor; and

WHEREAS, it is a condition to the obligation of the Lenders to extend credit to Borrower pursuant to the Loan Agreement that Assignor execute and deliver this Assignment as the Assignment 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. Grant of Security Interest.

(a) Assignor hereby grants, transfers, sets over and assigns 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:

- (i) Leases. All leasehold estates, leases, ground leases, subleases, licenses, concessionaire agreements, bailments or other agreements affecting the use,

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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").

Section 2. Rights of the Administrative Agent.

(a) The execution of this Assignment constitutes and evidences the irrevocable consent of Assignor to the entry upon and taking possession of 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 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;

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- (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 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, the Ground Lease, or other document or otherwise to

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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, the Ground Lease, 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, the Ground Lease, 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, the Ground Lease, 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 or the Ground Lease.

Section 4. Rights Prior to Default; Revocation. Until the occurrence of an Event of Default, the Assignor shall have the rights to collect, at the time provided for the payment thereof, all rents, issues, income, and profits assigned hereunder, and to retain, use and enjoy the same. Such rights to collect and receive the Rents shall be automatically revoked and the rights of Assignor thereunder shall automatically cease and terminate upon the occurrence 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 these rights, 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 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 notice from the Administrative Agent of an Event of Default, to pay all Rents due or to become due under its Lease directly to the

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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 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 demand by the Administrative Agent and without the necessity of any further consent by, or notice from, Assignor, to act 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 so made. 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 and shall not relieve Assignor of its obligations thereunder.

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 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; 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.

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Section 7. Application of Proceeds. All sums collected and received by the Administrative Agent out of the rents, issues, income and profits of the Project following the occurrence of any one or more Events of Default shall be applied in accordance with the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statutes) and, unless otherwise specified in such act, in such order as the Administrative Agent shall elect in its sole and absolute discretion.

Section 8. 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 9. 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, 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, on demand, will execute and deliver and hereby authorizes the Administrative Agent to execute in the name of Assignor 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.

Section 10. 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 (a) when hand delivered (provided that delivery shall be evidenced by a receipt executed by or on behalf of the addressee), (b) three (3) days after being sent by postage pre-paid registered or certified mail, return receipt requested, (c) one (1) Business Day after being sent by reputable overnight courier service (with delivery evidenced by written receipt), or (d) with a simultaneous delivery by one of the means in (a), (b) or (c) 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, Grantor shall

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only be required to send notices, requests, demands, statements, authorizations, approvals, directions, consents and other communications to Beneficiary on behalf of all of the Lenders.

Notices and other communications to Beneficiary hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by Beneficiary. Beneficiary or Grantor 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:

MetraMarket of Chicago, L.L.C.
c/o U.S. Equities Realty, Inc.
20 North Michigan Avenue
Chicago, Illinois 60602
Attn: Mr. James M. Whittington
Facsimile No.: (312) 456-0056

With a copy to:

Winston & Strawn LLP
35 W. Wacker Drive
Chicago, IL 60601-9703
Attention: Mark G. Henning, Esq.
Telecopier No.: (312) 558-5700

If to Administrative Agent:

Eurohypo AG, New York Branch
1114 Avenue of the Americas
New York, New York 10036
Attention: Peter Tzelios
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 -

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DLA Piper US LLP
 1251 Avenue of the Americas, 29th Floor
 New York, New York 10020
 Attention: John C. Phelan
 Telecopier No.: 212-884-8970

(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 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

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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) THIS ASSIGNMENT, THE NOTES AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF ILLINOIS, EXCEPT TO THE EXTENT OTHERWISE SPECIFIED IN ANY OF THE LOAN DOCUMENTS.
- (ii) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY (I) AGREE THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT MAY BE BROUGHT IN A COURT OF RECORD IN THE STATE OF ILLINOIS, COUNTY OF COOK OR IN THE COURTS OF THE UNITED STATES OF AMERICA LOCATED IN SUCH STATE AND COUNTY, (II) CONSENT TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING, (III) WAIVE ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY OF SUCH COURTS AND ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM AND (IV) AGREE AND CONSENT THAT ALL SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY ILLINOIS STATE OR FEDERAL COURT SITTING IN CHICAGO, ILLINOIS MAY BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO SUCH GUARANTOR, THE ADMINISTRATIVE AGENT OR A LENDER, AS APPLICABLE, AT THE ADDRESS FOR NOTICES PURSUANT TO SECTION 5.03 HEREOF, AND SERVICE SO MADE SHALL BE COMPLETE FIVE DAYS AFTER THE SAME SHALL HAVE BEEN SO MAILED. NOTHING IN THIS SECTION 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 ANY COURT OF RECORD IN THE STATE OF NEW YORK OR IN THE COURTS OF THE UNITED STATES OF AMERICA LOCATED IN SUCH STATE.

Nothing in this Section 10(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 jurisdictions.

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(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.

[Signature Page Follows]

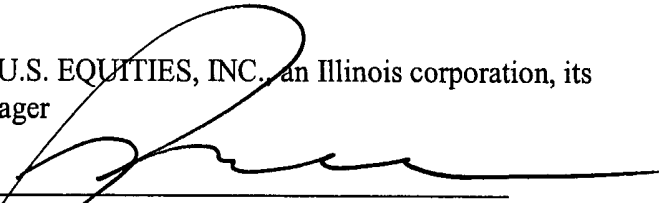
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IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor as of the day and year first above written.

METRAMARKET OF CHICAGO, L.L.C.,
an Illinois limited liability company

By: U.S. EQUITIES, INC., an Illinois corporation, its
manager


By: 
Name: Robert Wislow
Title: President

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STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On the 15th day of July, 2008, before me, the undersigned, personally appeared Robert Wislow, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument the individual or the person upon behalf of which the individual acted executed the instrument.


Signature and Office of individual
taking acknowledgment



Property of Cook County Clerk's Office

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"EXHIBIT A"

A. THE ESTATES OR INTERESTS :

Leasehold Estate, as leasehold estate is defined in Paragraph 1.c of the ALTA Leasehold Endorsement(s) to be attached to the policy to be issued pursuant hereto, created by the Amended and Restated Ground Lease executed by Commuter Rail Division of the Regional Transportation Authority, as Landlord, and Metramarket of Chicago, L.L.C., as Tenant, dated August 21, 2008, (herein referred to as the Lease), a memorandum of which Lease was recorded immediately prior hereto, which Lease demises the Land for a term of years commencing on the date of the Lease and ending January 31, 2098.

B. THE LAND:

All that part of Block 28, and vacated alley within said Block 28, lying below an inclined plane whose Southern limit is the South line of said Block 28 at an elevation of +33.50 feet and whose Northern limit is the North line of said Block 28 at an elevation of +28.40 feet and lying above a horizontal plane having an elevation of +13.00 feet in relation to the City of Chicago Datum; also

All that part of Block 45, and the vacated alleys in said Block 45, lying Northerly of the North line of the Southerly 20.00 feet thereof, lying below a horizontal plane having an elevation of +34.00 feet and lying above a horizontal plane having an elevation of +13.00 feet in relation to the City of Chicago Datum;

Both in the Original Town of Chicago, being a Subdivision in the South part of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian,

Excepting from the above described property the trestlework, foundations, columns, supports and appurtenances thereto supporting the railroad terminal located above the described horizontal and inclined planes, and also excepting therefrom the Track Level Platform, the Suburban Concourse, the Excepted Areas and the Parking Area (said Parking Area being located solely within Block 28 aforesaid), each as further defined and described in the Lease;

in Cook County, Illinois.

17-09-333-009-0000

17-09-324-005-0000

17-09-324-007-0000

17-09-333-007-0000

17-09-333-008-0000

17-09-333-010-8001

17-09-333-010-8002

Located at 500 W. WASHINGTON STREET in Chicago Illinois 60661

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Schedule 3

List of City Documents for Recording
(all documents dated as of August 21, 2008 unless otherwise indicated)

- 1) RDA
- 2) Subordination Agreement re: RDA

Property of Cook County Clerk's Office