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Date: 04/01/2010 03:05 PM Pg: 1 of 13

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WHEN RECORDED MAIL TO:**

Dechert LLP  
1095 Avenue of the Americas  
New York, New York 10036  
Attn: Timothy A. Stafford, Esq.

**RETURN TO:**  
Wanda Roberts  
Chicago Title  
830 E Main Street, 16  
Richmond, VA 23219

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**ASSIGNMENT OF LEASES AND RENTS: PROJECT COMPANY LEASE AND  
GENERAL LEASES AND ASSIGNMENT OF ASSIGNMENT OF LEASES AND  
RENTS: END USER LEASE (SECOND LIEN)**

**THIS ASSIGNMENT OF LEASES AND RENTS: PROJECT COMPANY LEASE AND GENERAL LEASES AND ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS: END USER LEASE (SECOND LIEN)** (this "Assignment") is made as of the 19<sup>th</sup> day of March, 2010, by SB ARLINGTON FUNDING COMPANY, INC., a Delaware corporation, its successors and assigns ("Assignor") to and for the benefit of ING REAL ESTATE FINANCE (USA) LLC, a Delaware limited liability company, having an address at 230 Park Avenue, 9<sup>th</sup> Floor, New York, New York 10169, its successors and assigns, as administrative agent (the "Administrative Agent") on behalf of the Lenders now or hereafter party to that certain Amended and Restated Mezzanine Loan and Security Agreement, dated as of the date hereof (as the same may be amended, restated, extended, supplemented or otherwise modified from time to time, the "Mezzanine Loan Agreement") by and among Assignor, certain other borrower parties (collectively with Assignor, the "Borrowers"), Administrative Agent and the Lenders (each such Lender, individually a "Lender" and collectively, the "Lenders"). All capitalized terms not defined herein shall have the respective meanings set forth in the Mezzanine Loan Agreement.

Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER to Administrative Agent (on behalf of the Lenders) the entire lessor's interest in and to (i) any and all leases and other agreements affecting the use, enjoyment or occupancy of all or any part of the Premises (as defined in the Mortgage (defined below), which Premises includes that certain lot or piece of land, more particularly described in Exhibit A

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attached hereto and made a part hereof), now or hereafter made, whether made before or after the filing by or against Assignor of any petition for relief under 11 U.S.C. § 101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") together with any extensions or renewals of the same (such leases and agreements, together with all other present and future leases and present and future agreements, and the Lease Guaranties (as hereinafter defined) as the same may be amended, restated, extended, supplemented or otherwise modified from time to time, are hereinafter collectively referred to as the "General Leases"), and (ii) that certain Third Amended and Restated Finance Lease (*Ijara*) and Purchase Option Agreement, dated as of the date hereof between the Assignor, as the lessor, and SB Arlington Project Corporation, a Delaware corporation (the "Project Company"), as the lessee (as the same may be amended, restated, extended, supplemented or otherwise modified from time to time, the "Finance Lease"), the Understanding to Purchase (as defined in the Finance Lease), the Understanding to Sell (as defined in the Finance Lease), the Basic Rent Note (as defined in the Finance Lease) executed in connection with the Premises (the General Leases, together with the Finance Lease, the Understanding to Purchase, the Understanding to Sell, the Basic Rent Note, as the same may be amended, restated, extended, supplemented or otherwise modified from time to time, are hereinafter collectively referred to as the "Leases");

TOGETHER WITH all rents, income, issues, revenues and profits arising from the Leases, whether paid or accruing before or after the filing by or against Assignor of any petition for relief under the Bankruptcy Code, and renewals thereof and together with all rents, income, issues, revenues and profits from the use, enjoyment and occupancy of the Premises (including, but not limited to (i) with respect to the Finance Lease, the Understanding to Purchase, the Understanding to Sell, the Basic Rent Note, the Basic Rent payable to Assignor in connection with the Basic Rent Note, the Supplemental Rent, the Default Price, the Loss and Termination Price and the Purchase Price payable thereunder, and (ii) with respect to any Lease, the minimum rents, additional rents, percentage rents, deficiency rents, security deposits, room revenues and liquidated damages following default under the Leases, all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by damage to any part of the Premises, all condemnation awards, all of Assignor's rights to recover monetary amounts from any Lessee (as hereinafter defined) in bankruptcy including, without limitation, rights of recovery for use and occupancy and damage claims arising out of Lease defaults or Events of Default, including rejection of any Lease, together with any sums of money that may now or at any time hereafter be or become due and payable to Assignor by virtue of any and all royalties, overriding royalties, bonuses, delay rentals and any other amount of any kind or character arising under any and all present and all future oil, gas and mining Leases covering the Premises or any part thereof, and all proceeds and other amounts paid or owing to Assignor under or pursuant to any and all contracts and bonds relating to the construction, erection or renovation of the Premises) (capitalized terms used in this Section and not otherwise defined in this Assignment or the Mezzanine Loan Agreement shall have the respective meanings set forth in the Finance Lease) (all of the rights described above and all sums due under any Lease Guaranty hereinafter collectively referred to as the "Rents");

TOGETHER WITH all of Assignor's right, title and interest in and to the Underlying Assignment (defined below);

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TOGETHER WITH all of Assignor's claims and rights (the "Bankruptcy Claims") to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code;

TOGETHER WITH any and all lease guaranties, letters of credit and any other credit support (individually, a "Lease Guaranty", collectively, the "Lease Guaranties") given by any guarantor in connection with any of the Leases or leasing commissions (individually, a "Lease Guarantor", collectively, the "Lease Guarantors") to Assignor;

TOGETHER WITH all proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims;

TOGETHER WITH all rights, powers, privileges, options and other benefits of Assignor 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 Obligations and to do all other things which Assignor or any lessor is or may become entitled to do under the Leases or the Lease Guaranties);

TOGETHER WITH the right, at Administrative Agent's option, upon revocation of the license granted herein, to enter upon the Premises in person, by agent or by court-appointed receiver, to collect the Rents;

TOGETHER WITH Assignor's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in Section 2 of this Assignment and any or all other actions designated by Assignee for the proper management and preservation of the Premises;

TOGETHER WITH any and all other rights of Assignor in and to the items set forth above, and all amendments, modifications, replacements, renewals and substitutions thereof.

THIS ASSIGNMENT is made for the purposes of securing:

A. The payment of the indebtedness evidenced by that certain Amended and Restated Promissory Note in the maximum principal amount of \$16,500,000 made by the Borrowers to the order of Administrative Agent (on behalf of the Lenders), dated as of the date hereof (as the same may be amended, restated, extended, supplemented or otherwise modified from time to time in accordance with the Mezzanine Loan Agreement, the "Note"), and the other Obligations, which Obligations are secured by, among other things, that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (Second Lien), dated as of the date hereof, made by Assignor in favor of Administrative Agent (on behalf of the Lenders) (as the same may be amended, restated, extended, supplemented or otherwise modified from time to time in accordance with the Mezzanine Loan Agreement, the "Mortgage"), covering the Premises.

B. The performance and discharge of each and every obligation, covenant and agreement of Assignor contained herein and in the other Mezzanine Loan Documents.

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THIS ASSIGNMENT is made on the following terms, covenants and conditions:

1. Present Assignment.

a. Assignor does hereby absolutely and unconditionally assign to Administrative Agent (on behalf of the Lenders) all of Assignor's right, title and interest the Leases and the Rents, Lease Guaranties and Bankruptcy Claims, it being intended by Assignor that this assignment constitute a present, absolute assignment and not an assignment for additional security only. Except as otherwise set forth in the Mezzanine Loan Agreement, such assignment to Administrative Agent shall not be construed to bind Administrative Agent to the performance of any of the covenants, conditions or provisions contained in any of the Leases or otherwise to impose any obligation upon Administrative Agent. Assignor agrees to execute and deliver to Administrative Agent such additional instruments, in form and substance reasonably satisfactory to Administrative Agent, as may hereinafter be requested by Administrative Agent to further evidence and confirm said assignment; provided that such additional instruments shall in no event conflict with the structure implemented for the Overall Transaction (as such term is defined in the Tax Matters Agreement) as in effect on the date hereof or be contrary to the principles and precepts of Islamic *Shari'ah*. Subject to the terms and conditions of the Finance Lease, Administrative Agent is hereby granted and assigned by Assignor the right to enter the Premises for the purpose of enforcing its interest in the Leases and the Rents, this Assignment constituting a present, absolute and unconditional assignment of the Leases and Rents. Nevertheless, subject to the terms of this Section, Administrative Agent grants to Assignor a revocable license to use, operate, maintain and manage the Premises and to collect the Rents so long as no Event of Default exists. Assignor shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Obligations, for use in the payment of such sums. Upon an Event of Default, the license granted to Assignor herein shall automatically be revoked, and Administrative Agent shall immediately be entitled to receive and apply all Rents, whether or not Administrative Agent enters upon and takes control of the Premises. Assignor hereby grants and assigns to Administrative Agent the right, at its option, upon the revocation of the license granted herein to enter upon the Premises in person, by agent or by court-appointed receiver to collect the Rents. Any Rents collected after the revocation of the license herein granted may be applied toward payment of the Obligations, subject to the terms of the Mezzanine Loan Agreement, in such priority and proportion as Administrative Agent, in its discretion, shall deem proper.

b. Pursuant to that certain Assignment of Leases and Rents: End User Lease, dated as of June 28, 2005, by and between Project Company and Assignor (as the same may be amended, restated, extended, supplemented or otherwise modified from time to time, the "Underlying Assignment"), Project Company has collaterally assigned to Assignor its interest in all current and future leases, subleases and other agreements affecting the use, enjoyment, or occupancy of all or any part of the Premises, including without limitation, the End User Lease (as defined in the Underlying Assignment) (but excluding the Finance Lease and the other Project Documents (as defined in the Finance Lease)), and the rents and other amounts due and payable under such leases, including the End User Lease, which rent and other amounts shall be paid in accordance with the terms

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of this Assignment (subject to the terms of the Underlying Assignment) and direction letters from Project Company to tenants at the Premises (subject to the written consent of Assignor and the Administrative Agent, except for directions to pay such rent and other amounts to the Senior Administrative Agent (as defined in the Mezzanine Loan Agreement) or in accordance with the Senior Loan Documents (as defined in the Mezzanine Loan Agreement)). The Underlying Assignment has been granted to Assignor as part of the collateral securing Assignor's financing arrangements with Project Company evidenced by the Finance Lease. Assignor, as the holder of the Underlying Assignment and for valuable consideration hereby endorses, assigns, sells, transfers and delivers to the Administrative Agent (on behalf of the Lenders), all right, title and interest of Assignor in, to and under the Underlying Assignment given by the Project Company to Assignor to be recorded prior to the Mortgage in the Official Records (including without limitation all rights under and in connection with Leases and Rents as defined therein (the "Underlying Leases and Rents")), together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands which Assignor hereunder possesses or as to which Assignor is otherwise entitled under the Underlying Assignment; provided however, notwithstanding anything set forth herein to the contrary, (i) Sections 2 through 8 of this Assignment shall not apply to the exercise of Administrative Agent's rights and remedies with respect to the Underlying Leases and Rents and (ii) Administrative Agent's rights and remedies with respect to the Underlying Leases and Rents shall be limited to those rights and remedies set forth in the Underlying Assignment.

2. Remedies of Administrative Agent. During the existence of an Event of Default, Administrative Agent may, at its option, and to the extent permitted by applicable law, without waiving such Event of Default, without notice and without regard to the adequacy of the security for the Obligations, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Premises and have, hold, manage, lease and operate the Premises on such terms and for such period of time as Administrative Agent may deem proper and either with or without taking possession of the Premises in its own name, demand, sue for or otherwise collect and receive all Rents, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Administrative Agent and may apply the Rents to the payment of the following, in such order and proportion as Administrative Agent in its sole discretion may determine: (a) all expenses of managing and securing the Premises, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Administrative Agent may deem necessary or desirable and all expenses of operating and maintaining the Premises, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, premiums for all insurance which Administrative Agent may deem necessary or desirable, the cost of all alterations, renovations, repairs or replacements and all expenses incident to taking and retaining possession of the Premises and (b) the Obligations (including all reasonable costs and attorneys' fees). For purposes of Sections 1(a) and 2 hereof, Assignor grants to Administrative Agent its irrevocable power of attorney, coupled with an interest, to take any and all of the aforementioned actions and any or all other actions designated by Administrative Agent for the proper management and preservation of the Premises. The exercise by Administrative Agent of the option granted it in this Section and the collection of the Rents and the application

*Assignment of Leases and Rents: Mezzanine Loan (SB Arlington)*

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thereof as herein provided shall not be considered a waiver of any Event of Default under any of the Mezzanine Loan Documents.

3. No Liability of Administrative Agent or Indemnified Parties. The Administrative Agent, each Lender, their respective successors, assigns and their respective shareholders, directors, officers, employees, and agents are each an "Indemnified Party" and are collectively referred to herein as the "Indemnified Parties." Neither Administrative Agent, Lender nor any other Indemnified Party shall be liable for any loss sustained by Assignor resulting from the failure of Administrative Agent, Lender or any other Indemnified Party to let the Premises after an Event of Default or from any other act or omission of Administrative Agent, Lender or any other Indemnified Party in managing the Premises after an Event of Default except to the extent resulting from the fraud, willful misconduct or gross negligence of an Indemnified Party. Neither Administrative Agent, Lender nor any other Indemnified Party shall be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment, and Assignor shall, and hereby agrees to, indemnify the Indemnified Parties for, and to hold the Indemnified Parties harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against any Indemnified Party by reason of any alleged obligations and undertakings on its part to be performed or discharged with respect to any of the terms, covenants or agreements contained in the Leases (except to the extent same are caused by the fraud, gross negligence, or willful misconduct of any Indemnified Party or activities or events that occur after Administrative Agent or Lender has foreclosed, accepted a deed in lieu of foreclosure or otherwise acquired title to the Premises or occur after Assignor has been released from the Mezzanine Loan). Should any Indemnified Party incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and by the Mezzanine Loan Documents, and Assignor shall reimburse such Indemnified Party therefor immediately upon demand. Upon Assignor's failure to do so, such Indemnified Party may, at its option, exercise any and all remedies available to such Indemnified Party hereunder and under the other Mezzanine Loan Documents. This Assignment shall not operate to place any obligation or liability upon any Indemnified Party for the control, care, management or repair of the Premises or for the carrying out of any of the terms and conditions of the Leases, nor shall it operate to make any Indemnified Party responsible or liable for any waste committed on the Premises, including without limitation the presence of any Hazardous Materials or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger, other than in respect of fraud, gross negligence or willful misconduct.

4. Notice to Lessees. Assignor hereby authorizes and directs the tenants named in the Leases or any future tenants or occupants of the Premises pursuant to the Leases, including, without limitation, the Project Company (individually, a "Lessee" and collectively, the "Lessees"; in addition, Lessee or Lessees as used in this Section shall also include any and all Lease Guarantors), upon receipt from Administrative Agent of written notice to the effect that Administrative Agent is then the holder of the Note and that an Event of Default exists thereunder or under the other Mezzanine Loan Documents, to pay over directly to Administrative Agent all Rents and to continue so to do until otherwise notified by Administrative Agent, without further notice or consent of Assignor and regardless of whether Administrative Agent

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has taken possession of the Premises, and Lessees may rely upon any written statement delivered by Administrative Agent to Lessees without any obligation or right to inquire as to whether such default actually exists and notwithstanding any notice from or claim of Assignor to the contrary. Assignor further agrees that it shall have no right to claim against Lessees for any such Rents so paid by Lessees to Administrative Agent and that Administrative Agent shall be entitled to collect, receive and retain all Rents regardless of when and to whom such Rents are and have been paid and regardless of the form or location of such Rents. Any such payment to Administrative Agent shall constitute payment to Assignor under the Leases, and Assignor appoints Administrative Agent as Assignor's lawful attorney-in-fact for giving, and Administrative Agent is hereby empowered to give, acquittances to any Lessee for such payment to Administrative Agent after an Event of Default. Any Rents held or received by Assignor after a written request from Administrative Agent to Lessees for the payment of Rents shall be held or received by Assignor as trustee for the benefit of Administrative Agent (on behalf of the Lenders) and the other Persons entitled thereto.

5. Other Security. Administrative Agent may take or release other security for the payment of the Obligations, 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 Obligations without prejudice to any of its rights under this Assignment.

6. Other Remedies. Nothing contained in this Assignment and no act done or omitted by Administrative Agent or any Lender pursuant to the power and rights granted to Administrative Agent or any Lender hereunder shall be deemed to be a waiver by Administrative Agent or such Lender of its rights and remedies under the other Mezzanine Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Administrative Agent under the terms thereof. The right of Administrative Agent to collect the Obligations and to enforce any other security therefor held by it may be exercised by Administrative Agent either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

7. Bankruptcy.

a. Upon or at any time after the occurrence and during the continuance of an Event of Default, Administrative Agent shall have the right to proceed in its own name or in the name of Assignor 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 Assignor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

b. If there shall be filed by or against Assignor a petition under the Bankruptcy Code, and Assignor, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Assignor shall give Administrative Agent not less than ten (10) days' prior notice of the date on which Assignor shall apply to the bankruptcy court for authority to reject the Lease. Administrative Agent shall have the right, but not the obligation, to serve upon Assignor within such ten (10) day period a notice stating that (i) Administrative Agent demands

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that Assignor assume and assign the Lease to Administrative Agent pursuant to Section 365 of the Bankruptcy Code and (ii) Administrative Agent covenants to cure or provide adequate assurance of future performance under the Lease. If Administrative Agent serves upon Assignor the notice described in the preceding sentence, Assignor 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 Administrative Agent of the covenant provided for in clause (ii) of the preceding sentence.

8. No Mortgagee in Possession. Nothing herein contained shall be construed as constituting Administrative Agent or any Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Administrative Agent or such Lender. In the exercise of the powers herein granted to Administrative Agent or any Lender, no liability shall be asserted or enforced against Administrative Agent or such Lender (except to the extent same are caused by the fraud, gross negligence, or willful misconduct of any Indemnified Party or activities or events that occur after Administrative Agent or such Lender has foreclosed, accepted a deed in lieu of foreclosure or otherwise acquired title to the Premises or occur after Assignor has been released from the Mezzanine Loan), all such liability being expressly waived and released by Assignor.

9. No Oral Change. This Assignment may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Assignor or Administrative Agent or any Lender, and all of the foregoing may be accomplished 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.

10. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeable in singular or plural form and the word "Assignor" shall mean "each Assignor and any subsequent owner or owners of the Premises or any part thereof or any interest therein," the word "Administrative Agent" shall mean "Administrative Agent or its successors and/or assigns", the word "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, and any other entity and the words "Premises" shall include any portion of the Premises and any interest of Assignor therein.

11. Non-Waiver. The failure of Administrative Agent or any Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Except to the extent that the same constitutes payment or performance of the Obligations, Assignor shall not be relieved of Assignor's obligations hereunder by reason of (a) failure of Administrative Agent or any Lender to comply with any request of Assignor or any other party to take any action to enforce any of the provisions hereof or of the other Mezzanine Loan Documents, (b) the release, regardless of consideration, of the whole or any part of the Premises or (c) any agreement or stipulation by Administrative Agent or any Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment or the other Mezzanine Loan Documents. Administrative Agent may resort for the payment of the Obligations to any other security held by Administrative Agent in such order and manner as Administrative Agent in its discretion may elect. Administrative Agent may take any action to



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recover the Obligations or any portion thereof or to enforce any covenant hereof without prejudice to the right of Administrative Agent or any Lender thereafter to enforce its rights under this Assignment. The rights of Administrative Agent or any 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 Administrative Agent or any Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

12. Inapplicable Provisions. 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.

13. Counterparts. This Assignment may be executed in any number of counterparts each of which shall be deemed to be an original but all of which when taken together shall constitute one agreement.

14. GOVERNING LAW; JURISDICTION. THIS ASSIGNMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THE STATE OF NEW YORK AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT TO THIS ASSIGNMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE WHERE THE PREMISES IS LOCATED, EXCEPT THAT THE SECURITY INTERESTS IN ACCOUNT COLLATERAL SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK OR THE STATE WHERE THE SAME IS HELD, AT THE OPTION OF ADMINISTRATIVE AGENT.

15. Successors and Assigns. Assignor may not assign its rights under this Assignment. Assignor hereby acknowledges and agrees that Administrative Agent may assign this Assignment in accordance with the provisions of the Mezzanine Loan Agreement. Subject to the foregoing, this Assignment shall be binding upon, and shall inure to the benefit of, Assignor, Administrative Agent, the Lenders and their respective successors and assigns.

16. Termination of Assignment. Upon payment in full of the Obligations without further act or deed, this Assignment shall become and be void and of no effect. Notwithstanding the foregoing, Administrative Agent agrees to execute and deliver such satisfaction, release or discharge (at Assignor's sole cost and expense) as the Assignor may reasonably request upon payment in full of the Obligations.

17. Waiver of Right to Trial by Jury. EACH OF ASSIGNOR, ADMINISTRATIVE AGENT AND THE LENDERS HEREBY AGREE NOT TO ELECT A TRIAL BY 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 REGARD TO THIS ASSIGNMENT OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING HEREUNDER. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH

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OF ASSIGNOR, ADMINISTRATIVE AGENT AND THE LENDERS, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH OF ASSIGNOR, ADMINISTRATIVE AGENT AND THE LENDERS IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY ASSIGNOR, ADMINISTRATIVE AGENT AND THE LENDERS.

18. CONSENT TO JURISDICTION. EACH OF ASSIGNOR, ADMINISTRATIVE AGENT AND THE LENDERS HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF NEW YORK, STATE OF NEW YORK OR WITHIN THE COUNTY AND STATE IN WHICH THE PREMISES IS LOCATED AND IRREVOCABLY AGREES THAT, SUBJECT TO ADMINISTRATIVE AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE OTHER MEZZANINE LOAN DOCUMENTS SHALL BE LITIGATED IN SUCH COURTS. EACH OF ASSIGNOR, ADMINISTRATIVE AGENT AND THE LENDERS ACCEPTS FOR ITSELF AND IN CONNECTION WITH THE PREMISES, GENERALLY AND UNCONDITIONALLY, THE NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS ASSIGNMENT. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF THE OTHER TO BRING PROCEEDINGS AGAINST THE OTHER IN THE COURTS OF ANY OTHER JURISDICTION. NOTWITHSTANDING THE FOREGOING, VENUE SHALL LIE IN THE COURTS OF THE COUNTY IN WHICH THE PREMISES IS LOCATED TO THE EXTENT REQUIRED BY THE LAWS OF SUCH JURISDICTION.

19. Limitation of Liability. The provisions of Article XII of the Mezzanine 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.

20. Supremacy of Mezzanine Loan Agreement. If any term, condition or provision of this Assignment shall be inconsistent with any term, condition or provision of the Mezzanine Loan Agreement, then the Mezzanine Loan Agreement shall control.

21. Rights of Senior Lender. So long as the Senior Loan is outstanding, Administrative Agent and each Lender acknowledges that their rights under this Assignment are subject and subordinate to the rights of Senior Administrative Agent and the Senior Lender(s) under the Senior Loan Documents in accordance with the terms of the Intercreditor Agreement. Capitalized terms used in this paragraph, but not defined in this Assignment, shall have the respective meanings set forth in the Mezzanine Loan Agreement, as in effect on the date hereof.

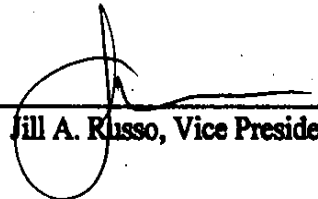
THIS ASSIGNMENT shall inure to the benefit of Administrative Agent and the Lenders and any subsequent holder(s) of the Note and shall be binding upon Assignor, and Assignor's heirs, executors, administrators, successors and assigns and any subsequent owner of the Premises.

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**IN WITNESS WHEREOF**, Assignor has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

**ASSIGNOR:**

**SB ARLINGTON FUNDING COMPANY, INC.**, a corporation incorporated under the laws of the State of Delaware, United States of America

By:  \_\_\_\_\_  
Jill A. Russo, Vice President

**ACKNOWLEDGMENT**

STATE OF NEW YORK )  
                                  )  
COUNTY OF NEW YORK

I, Marie A. McAdory, a Notary Public in and for the said State, DO HEREBY CERTIFY that Jill A. Russo, as Vice President of SB Arlington Funding Company, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President of said corporation, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act of said corporation for uses and purposes set forth therein.

Given under my hand and notarial seal this 3rd day of March, 2010.

Marie McAdory  
Notary Public, State of New York  
No. 01MC6212564  
Qualified in Kings County  
Commission Expires October 13, 2013

 \_\_\_\_\_  
Notary Public – Signature

\_\_\_\_\_  
Notary Public – Printed

My Commission Expires:

\_\_\_\_\_

My County of Residence is:

\_\_\_\_\_

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## EXHIBIT A

### Legal Description

#### ARLINGTON HEIGHTS, IL

#### PARCEL 1:

#### LOT 3

(EXCEPTING THEREFROM THAT PART OF LOT 3 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTHEASTERLY ALONG A 2541.29 FOOT RADIUS CURVE, BEING ALSO THE NORTHERLY LINE OF SAID LOT 3, THE CENTER OF CIRCLE OF SAID CURVE BEARS ON AN ASSUMED BEARING OF NORTH 47 DEGREES 58 MINUTES 18 SECONDS EAST FROM SAID POINT, CENTRAL ANGLE 2 DEGREES 12 MINUTES 20 SECONDS, 97.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CURVE CONCAVE TO THE NORTHEAST RADIUS 2541.29 FEET, CENTRAL ANGLE 11 DEGREES 26 MINUTES 54 SECONDS, 507.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY ALONG A 30.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, CENTRAL ANGLE 55 DEGREES 04 MINUTES 09 SECONDS, 28.83 FEET TO A POINT ON A 2551.07 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 35 DEGREES 00 MINUTE 05 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE, RADIUS 2551.07 FEET, CENTRAL ANGLE 8 DEGREES 26 MINUTES 03 SECONDS, 375.52 FEET TO A POINT ON A 2546.12 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 42 DEGREES 14 MINUTES 05 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE, RADIUS 2546.12 FEET, CENTRAL ANGLE 2 DEGREES 18 MINUTES 00 SECONDS, 102.21 FEET; THENCE NORTH 40 DEGREES 00 MINUTES 33 SECONDS WEST 56.36 FEET TO THE POINT OF BEGINNING) IN ARLINGTON PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN URBS-SCHMITT AND KEPPEL INCORPORATED, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 3, 1979 AND KNOWN AS TRUST NUMBER 47058 AND OTHERS, DATED AUGUST 2, 1979 AND RECORDED OCTOBER 1, 1979 AS DOCUMENT 25171074 AND FILED OCTOBER 1, 1979 AS DOCUMENT LR 3121973 AND AS AMENDED BY INSTRUMENT RECORDED JUNE 4, 1981 AS DOCUMENT 25893428 AND FILED AS DOCUMENT LR 3218008 FOR INGRESS AND EGRESS IN PART OF ARLINGTON PLACE SUBDIVISION AND

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TEULACH'S SUBDIVISION AS DELINEATED IN SAID AGREEMENT, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AMENDED AND RESTATED EASEMENT AND OPERATING AGREEMENT AND GRANT OF EASEMENTS BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 45170, AND AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 52304, SAID AGREEMENT BEING DATED FEBRUARY 1, 1983 AND RECORDED MARCH 7, 1983 AS DOCUMENT 26527048 AND FILED MARCH 7, 1983 AS DOCUMENT LR. 3296792, OVER, UPON AND ACROSS LOT 1 FOR THE PURPOSE OF USING AND GAINING ACCESS TO A SURFACE WATER DETENTION/RETENTION POND LOCATED IMMEDIATELY EAST OF THE WESTERNMOST LINE OF LOT 1 IN ARLINGTON PLACE SUBDIVISION AFORESAID, AS SHOWN ON DRAWING ATTACHED AS EXHIBIT "A" TO EASEMENT AND OPERATING AGREEMENT DATED DECEMBER 1, 1979 AND RECORDED JANUARY 4, 1980 AS DOCUMENT 25306925 AND FILED JANUARY 4, 1980 AS DOCUMENT LR. 3139276 AND ALSO OVER, UPON AND ACROSS LOT 2 IN ARLINGTON PLACE SUBDIVISION AFORESAID FOR THE PURPOSE OF GAINING ACCESS TO SAID POND LOCATED ON SAID LOT 1 AS SHOWN ON DRAWING ATTACHED AS EXHIBIT "A" TO THE AFORESAID AMENDED AND RESTATED EASEMENT AND OPERATING AGREEMENT AND GRANT OF EASEMENTS IDENTIFIED ABOVE, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENT DATED FEBRUARY 1, 1983 AND RECORDED MARCH 7, 1983 AS DOCUMENT 26527049 AND FILED MARCH 7, 1983 AS DOCUMENT LR. 3296793 BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 47058, AND AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 52304, OVER, UPON AND ACROSS THAT PART OF LOT 2 IN ARLINGTON PLACE SUBDIVISION AFORESAID AS DEPICTED ON EXHIBIT "A", FOR CONSTRUCTING, RUNNING, MAINTAINING AND REPAIRING SANITARY SEWER LINES AND PIPES, IN COOK COUNTY, ILLINOIS.

ALSO COMMONLY KNOWN AS 95 WEST ALGONQUIN ROAD, ARLINGTON HEIGHTS, COOK COUNTY, ILLINOIS.