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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 (THIRD LIEN)**

THIS ASSIGNMENT OF LEASES AND RENTS: PROJECT COMPANY LEASE AND GENERAL LEASES AND ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS: END USER LEASE (THIRD LIEN) (this "Assignment") is made as of the 19th day of March, 2010, by SB ARLINGTON FUNDING COMPANY, INC., a Delaware corporation, its successors and assigns ("Assignor") to and for the benefit of THE BANK OF BERMUDA LIMITED, a local company incorporated under the laws of Bermuda with registration #2109, having an address at 6 Front Street, Hamilton HM 11, Bermuda (together with its successors and assigns, "Lender") now or hereafter party to that certain 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"), and the Lender. 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 Lender 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 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

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“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, 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 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);

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;

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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 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;

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 Property;

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 Promissory Note in the maximum principal amount of \$65,900,000 made by the Borrowers to the order of Lender, 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 (Third Lien), dated as of the date hereof, made by Assignor in favor of Lender (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.

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

1. Present Assignment.

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a. Assignor does hereby absolutely and unconditionally assign to Lender all of Assignor's right, title and interest the Leases, 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 Lender shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any of the Leases or otherwise to impose any obligation upon Lender. Assignor agrees to execute and deliver to Lender, at Assignor's sole cost and expense, such additional instruments, in form and substance reasonably satisfactory to Lender, as may hereinafter be requested by Lender to further evidence and confirm said assignment and 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 Assignor may be or may hereafter become bound to convey or assign to Lender, 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 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; 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, Lender 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, Lender grants to Assignor a revocable license to use, operate, maintain and manage the Premises and to collect the Rents, as well as other sums due under the Lease Guaranties, so long as no Event of Default exists. Assignor shall hold the Rents, as well as all sums received pursuant to any Lease Guaranty, 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 Lender shall immediately be entitled to receive and apply all Rents and sums due under any Lease Guaranties, whether or not Lender enters upon and takes control of the Premises. Assignor hereby grants and assigns to Lender 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 and sums due under any Lease Guaranties, 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 Lender, 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

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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 of this Assignment (subject to the terms of the Underlying Assignment) and direction letters from Project Company to tenants at the Premises (with the written consent of Assignor and the Lender). 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 Lender, all right, title and interest of Assignor in, to and under the Underlying Assignment given by the Project Company to Assignor (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, 3, 4, 6, 7, 8 and 9 of this Assignment shall not apply to the exercise of Lender's rights and remedies with respect to the Underlying Leases and Rents and (ii) Lender'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 Lender. During the existence of an Event of Default, Lender 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, dispossess Assignor and its agents and servants from the Premises, without liability for trespass, damages or otherwise and exclude Assignor and its agents or servants wholly therefrom, and take possession of the Premises and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Premises on such terms and for such period of time as Lender 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 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 thereon 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: (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 Lender 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 Lender 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 reasonable attorneys' fees). In addition, upon the occurrence and during the continuance of an Event of Default, Lender, at its option, may (1) complete any construction on the Premises in such manner and form as Lender deems advisable, (2) exercise all rights and powers of Assignor, including, without limitation, the right to

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negotiate, execute, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Premises and all sums due under any Lease Guaranties, (3) if Assignor is in physical possession and occupation of the Premises or any portion thereof, either require Assignor to 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 Assignor or (4) if Assignor is in physical possession and occupation of the Premises or any portion thereof, require Assignor to vacate and surrender possession of the Premises to Lender or to such receiver and, in default thereof, Assignor may be evicted by summary proceedings or otherwise. For purposes of Sections 1 and 2 hereof, Assignor grants to Lender 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 Lender for the proper management and preservation of the Premises. The exercise by Lender of the option granted it in this Section and the collection of the Rents and any sums due under the Lease Guaranties and the application 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 Lender or Indemnified Parties. Lender, its 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 Lender nor any other Indemnified Party shall be liable for any loss sustained by Assignor resulting from the failure of Lender or any other Indemnified Party to let the Premises after an Event of Default or from any other act or omission of 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 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 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 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 or any Lease Guaranties (except to the extent same are solely caused by the fraud, gross negligence, or willful misconduct of any Indemnified Party, or activities or events unrelated to Borrower or any of its Affiliates that first occur after Lender has foreclosed, accepted a deed in lieu of foreclosure, or otherwise acquired title to the Premises. 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 promptly 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, including the right to declare all sums secured by this Assignment and by the Security Instrument and the other Mezzanine Loan Documents immediately due and payable. 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 or any Lease Guaranties, nor shall it operate to make any Indemnified Party responsible or liable for any waste committed on the Premises, including

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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 of the Indemnified Parties.

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") and all Lease Guarantors, upon receipt from Lender of written notice to the effect that Lender is 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 Lender all Rents and all sums due under any Lease Guaranties and to continue so to do until otherwise notified by Lender, without further notice or consent of Assignor and regardless of whether Lender has taken possession of the Premises, and Lessees and Lease Guarantors may rely upon any written statement delivered by Lender to Lessees and Lease Guarantors 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 or Lease Guarantors for any such Rents or sums received under Lease Guaranties so paid by Lessees or Lease Guarantors to Lender and that Lender shall be entitled to collect, receive and retain all Rents or sums received under any Lease Guaranties regardless of when and to whom such Rents or sums due under the Lease Guaranties are and have been paid and regardless of the form or location of such Rents or sums due under the Lease Guaranties. Any such payment to Lender shall constitute payment to Assignor under the Leases or Lease Guaranties, and Assignor appoints Lender as Assignor's lawful attorney-in-fact for giving, and Lender is hereby empowered to give, acquittances to any Lessee or Lease Guarantor for such payment to Lender after and during the continuance of an Event of Default. Any Rents or sums due under the Lease Guaranties held or received by Assignor after a written request from Lender to Lessees and Lease Guarantors for the payment of Rents and sums due under the Lease Guaranties shall be held or received by Assignor as trustee for the benefit of Lender and the other Persons entitled thereto.

5. [Intentionally Omitted.]

6. Other Security. Lender 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.

7. 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 Mezzanine Loan Agreement, the Note, or other Mezzanine 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 Obligations 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. Assignor hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or crossclaim (except for compulsory

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counterclaims or crossclaims) of any nature whatsoever with respect to the obligations of Assignor under this Assignment, the Mezzanine Loan Agreement, the Note, the other Mezzanine Loan Documents or otherwise with respect to the Loan in any action or proceeding brought by Lender to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Mezzanine Loan Agreement, the Note, or any of the other Mezzanine Loan Documents.

8. Bankruptcy.

a. Upon or at any time after the occurrence and during the continuance of an Event of Default, Lender 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 Lender 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. Lender shall have the right, but not the obligation, to serve upon Assignor within such ten (10) day period a notice stating that (i) Lender demands that Assignor assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender 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 Lender of the covenant provided for in clause (ii) of the preceding sentence.

9. 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 Premises by Lender. In the exercise of the powers herein granted to Lender, no liability shall be asserted or enforced against Lender (except to the extent same are solely caused by the fraud, gross negligence, or willful misconduct of any Indemnified Party or activities or events that occur after 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.

10. 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 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.

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11. 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 "Lender" shall mean "Lender 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.

12. Non-Waiver. 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. 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 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 Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment or the other Mezzanine Loan Documents. Lender may resort for the payment of the Obligations 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 Obligations 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.

13. 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.

14. 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.

15. 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 LENDER.

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16. Successors and Assigns. Assignor may not assign its rights under this Assignment. Assignor hereby acknowledges and agrees that Lender 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, Lender and their respective successors and assigns.

17. 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, Lender 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.

18. Waiver of Right to Trial by Jury. EACH OF ASSIGNOR AND LENDER 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 OF ASSIGNOR AND LENDER, 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 AND LENDER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY ASSIGNOR AND LENDER.

19. CONSENT TO JURISDICTION. EACH OF ASSIGNOR AND LENDER 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 LENDER'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 AND LENDER 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, THE MEZZANINE LOAN AGREEMENT, THE NOTE, SUCH OTHER MEZZANINE LOAN DOCUMENTS OR SUCH OBLIGATION. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF LENDER OR ASSIGNOR TO BRING PROCEEDINGS AGAINST ANY BORROWER OR LENDER 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 STATE IN WHICH THE PREMISES IS LOCATED.

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20. Limitation of Liability. The provisions of Section 13.29 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.

21. Waiver of Rights of Subrogation, Contribution, etc. The provisions of Section 13.26(D)(i) and (ii) 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.

22. 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.

23. Rights of Senior Lender and Senior Mezzanine Lender. So long as the Senior Loan is outstanding, Lender acknowledges that its rights under this Assignment are subject and subordinate to the rights of Senior Lender under the Senior Loan Documents in accordance with the terms of the Intercreditor Agreement. So long as the Senior Mezzanine Loan is outstanding, Lender acknowledges that its rights under this Assignment are subject and subordinate to the rights of Senior Mezzanine Lender under the Senior Mezzanine 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 Lender 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.

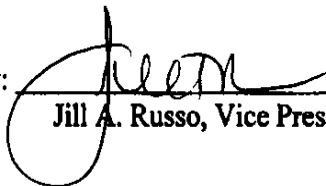
[SIGNATURE PAGE FOLLOWS]

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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

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INGRESS AND EGRESS IN PART OF ARLINGTON PLACE SUBDIVISION AND 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 25306989 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.

PERMANENT INDEX NUMBER 08-16-200-103-0000.