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<p>Prepared by:</p> <p>Laura E. Callan Solheim Billing &amp; Grimmer, S.C. P.O. Box 1644 Madison, WI 53701-1644</p> <p>Mail to:</p> <p>Wisconsin Business Development Finance Corporation Attn: Kristy P.O. Box 2717 Madison, WI 53701-2717</p> <p>ORDER # <u>2062882</u> FIRST AMERICAN TITLE</p>	 <p>Doc#: 1022445006 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 08/12/2010 08:29 AM Pg: 1 of 5</p>
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## ASSIGNMENT OF LESSEE'S INTEREST IN GROUND LEASE

ASSIGNMENT made as of this 13<sup>th</sup> day of JULY 2010, by Just Short, Inc., an Illinois corporation (hereinafter "Assignor") to Wisconsin Business Development Finance Corporation, a Wisconsin corporation, 100 River Place, Suite 1, Monona, Wisconsin 53716 and P.O. Box 2717, Madison, Wisconsin 53701-2717 (hereinafter "Assignee").

FIRST AMERICAN TITLE

WITNESSETH:

ORDER # 2062882

WHEREAS, pursuant to the certain Lease Agreement dated September 10, 2008, as amended by the First Lease Amendment dated February 23, 2009 (collectively, the "Lease"), Park Hill Plaza 2, LLC ("Landlord") leased to Assignor and Assignor lease from Landlord certain property situated at 9130 W. 159th Street, Orland Park, Illinois described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, in consideration of certain credit extended or to be extended by Assignee, Assignee has required, and Assignor is willing to grant, an assignment of the Lease as hereinafter provided;

NOW, THEREFORE, in consideration of the extension of credit by Assignee and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby conveys, transfers and assigns, with right of reassignment to the United States Small Business Administration, to Assignee all of Assignor's right, title and interest in the Lease, including all such right, title and interest as Assignor may now have and all other rights, title and interests in the Lease which Assignor may at any time hereafter acquire.

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2. This Assignment is given to secure payment of principal and interest on that certain note dated July 13, 2010 given by Assignor, as Maker, to Assignee, as Payee, for the principal sum of \$845,000.00 (as amended, restated or modified from time to time, "the Note"), and to secure payment of all other sums which shall be due and owing under the Note, under this Assignment, or under any other agreements or instruments evidencing or securing the Note.

3. Assignor warrants to Assignee that the Lease is not now in default, that Assignor's interest therein is subject to no liens or encumbrances except an assignment of lessee's interest in land lease in favor of Harris, N.A.

4. Assignor covenants and agrees with Assignee that, except upon the prior express written consent of Assignee, Assignor will not:

- (a) rescind, cancel or terminate the Lease, or modify the provisions of the Lease regarding the term or rent (except modifications reducing the rent paid by Assignor);
- (b) execute any other assignment of the Lease, whether for collateral security purposes or otherwise except the assignment of lessee's interest in land lease in favor of Harris, N.A.;
- (c) sublease to any other person or entity all or any part of the property demised pursuant to the Lease; or
- (d) abandon the property demised pursuant to the Lease or put any other party in possession of all or any part thereof.

5. Assignor agrees and covenants with Assignee that Assignor will perform the obligations of Assignor as lessee under the Lease, and that in the event of any failure to perform such obligations, Assignor shall give prompt written notice thereof to Assignee, and Assignee shall have the right, but not the obligation, to perform on behalf of Assignor any or all of Assignor's obligations under the Lease. In the event that Assignee does perform any of Assignor's obligations under the Lease, Assignor shall promptly pay to Assignee the costs and expenses incurred by Assignee in so doing, and the amount of such costs and expenses shall be added to the principal amount of the Note hereby secured, shall bear interest at the rate specified in said Note, and shall be secured by this Assignment and such mortgages or other collateral as shall have been pledged as security for said Note.

6. Notwithstanding anything to the contrary contained herein, this Assignment is made for collateral security purposes only and is made upon the express understanding and agreement that so long as Assignee has not entered into possession of the property demised pursuant to the Lease, Assignee shall not be liable for the performance of any obligations whatsoever assumed by Assignor as lessee under or in connection with the Lease, and that Assignor shall, notwithstanding this Assignment, remain liable for the performance of all such obligations.

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7. The Note secured by this Assignment was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- (a) When SBA is the holder of the Note, this document and all documents evidencing or securing the Note will be construed in accordance with federal law;
- (b) Assignee or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No borrower or guarantor may claim or assert against SBA any local or state law to deny any obligation of Assignor, or defeat any claim of SBA with respect to the Note; and
- (c) Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

Executed as of the day and year first above written.

ASSIGNOR:

Just Short, Inc.

By: \_\_\_\_\_

Christina M. Obrieht, President

### ACKNOWLEDGMENT

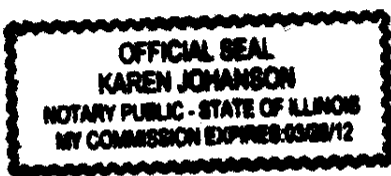
STATE OF IL)

COUNTY OF Cook)

Personally came before me this 13 day of July 2010, the above named Christina M. Obrieht, to me known to be the person who executed the foregoing instrument, and acknowledged the same.

Karen Johanson  
Notary Public, State of IL

Karen Johanson  
Type or Print Name of Notary  
My Commission: 3/28/12



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## REASSIGNMENT

Assignee does hereby assign and transfer to the U.S. Small Business Administration, all of its right, title and interest to the foregoing Assignment of Lessee's Interest in Ground Lease.

WISCONSIN BUSINESS DEVELOPMENT  
FINANCE CORPORATION

By: *Diane Pasley*  
Diane Pasley, Vice President

Attest: *Janet Vener*  
Janet Vener, Assistant Secretary

Property of Cook County

## ACKNOWLEDGMENT

STATE OF WISCONSIN )  
                                  )  
COUNTY OF DANE )

Personally came before me this 15<sup>th</sup> day of JULY 2010, the above named Diane Pasley and Janet Vener, to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

*Kristen Tomashek*  
Notary Public, State of Wisconsin

Kristen Tomashek  
Type or Print Name of Notary  
My Commission: 10/16/2011

**Kristen Tomashek**  
**Notary Public**  
**State of Wisconsin**

Notary's Office

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## Exhibit A (Legal Description)

**THAT PART OF THE SOUTHEAST ¼ OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE INTERSECTION OF THE WEST LINE OF PARK HILL DRIVE AS DEDICATED BY PARK HILL SUBDIVISION UNIT NO. 1-A AND A LINE 57.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST ¼; THENCE NORTH 89 DEGREES 48 MINUTES 14 SECONDS WEST, ALONG SAID LINE 57.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST ¼, A DISTANCE OF 324.00 FEET TO THE POINT OF BEGINNING; CONTINUING NORTH 89 DEGREES 48 MINUTES 14 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, 151.65 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 46 SECONDS EAST 100.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 14 SECONDS EAST, ALONG A LINE 157.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST ¼, A DISTANCE OF 152.00 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 56 SECONDS WEST 100.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.**

Note: For informational purposes only, the land is known as:

9130 West 159th Street  
Orland Park, IL 60462

Tax Identification No: 27-15-400-010-0000 Vol. 0146  
(Affects part of the land and other property)

Cook County Clerk's Office