

Doc#: 1306418090 Fee: \$60.00 Karen A. Yarbrough RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 03/05/2013 02:07 PM Pg: 1 of 12

### PREPARED BY AND WHEN **RECORDED MAIL TO:**

#### REED SMITH LLP

136 Main Street, Suite 250 Princeton Tev Jersey 08540 Attn.: Christopher J. Maurer, Esq.

Loan No.: 1003846

## ABSOLUTE ASSICNMENT OF LEASES, RENTS, INCOME AND PROFITS

by

## TERRA FUNDING-BURI HAM CENTER, LLC,

as the Assignor

in favor of

WELLS FARGO BANK, NATIONAL ASSOCIATION, as the Assignee SOME OFFICE

Dated: February 28, 2013

PIDELITY NATIONAL TITLE 999011457 NA

### ABSOLUTE ASSIGNMENT OF LEASES, RENTS, INCOME AND PROFITS

THIS ABSOLUTE ASSIGNMENT OF LEASES, RENTS, INCOME AND PROFITS (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, referred to as this "Assignment"), is dated this 28th day of February, 2013, by

TERRA FUNDING-BURNHAM CENTER, LLC, a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, having its principal office located at c/o Alliance Partners HSP LLC, 40 Morris Avenue, Suite 230, Bryn Mawr, Pennsylvania 19010 (hereinafter referred to as the "Assignor"),

### IN A YOR OF

WELLS PARGO BANK, NATIONAL ASSOCIATION, a national banking association, having an office address located at 123 South Broad Street, 9th Floor, MAC1379-097, Philadelphia, Pennsylvania 19109, its successors and/or assigns (hereinafter referred to as the "Assignee").

### WITNESSETH:

FOR VALUE RECEIVED, the Assignor hereby absolutely and presently grants, transfers, assigns, sets over and delivers unto the Assignee all the rights, title and interests of the Assignor in, under or by virtue of any of the following:

- Any and all leases, tenancies and ental arrangements between the Assignor, as landlord, and any other person or entity, as tenant, existing as of the date hereof or entered into in the future, including, without limitation, all of the leases described on Schedule "A" attached hereto and made a part hereof (hereinafter referred to as the "Leases"), with respect to the use, occupancy, management, or ownership of any portion of the real property located in the City of Chicago, County of Cook, and State of Illinois, all as more fully described on Schedule "B" attached hereto and made a part hereof (hereinafter referred to as the "Mortgaged Premises"), including (i) any renewals, extensions, modifications or replacements thereof and all guaranties of the obligations of the Leases under any provisions thereof, (ii) the immediate right to all rents, income, issues and profits arising from the Leases, (iii) all security deposits and escrow accounts made by any tenant or subtenant under any Lease, and (iv) any and all payments derived from or relating to the Leases including, without limitation, (2) claims for the recovery of damages done to the Mortgaged Premises, or for the abatement of any nuisance existing thereon, (b) claims for damages resulting from acts of insolvency or acts of bankruptcy or otherwise and (c) lump sum payments for the cancellation or termination of said Leases or the waiver of any obligation or term thereof prior to the expiration date, and the return of any insurance premiums or ad valorem tax payments made in advance and subsequently refunded to the extent that the Assignor has any rights therein; and
- 2. The proceeds of any rental insurance carried by the Assignor with respect to the Mortgaged Premises.

Prior to the occurrence of a "Default" (as such term is defined in the Loan Agreement, described below) hereunder or under the "Note" (as such term is hereinafter defined) or under any other document relating to the "Loan" (as such term is hereinafter defined) and demand by the Assignee for delivery of the security deposits to the Assignee or the Assignee's designee, the Assignor shall maintain the security deposits in a separate, identifiable account in a bank acceptable to the Assignee, in its reasonable discretion. After the occurrence of a Default and upon demand by the Assignee, the Assignor shall

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deliver the security deposits to the Assignee or the Assignee's designee. Upon delivery of the security deposits to the Assignee, the Assignee shall hold the security deposits pursuant to the terms of the Leases in respect of which such security deposits were obtained by the Assignor. In no event shall the Assignee be liable under any Lease of any part of the Mortgaged Premises for the return of any security deposit in any amount in excess of the amount delivered to the Assignee by the Assignor.

#### FOR THE PURPOSE OF MAKING:

- Note Secured by Mortgage dated of even date herewith, executed by the Assignor, as the maker, in favor of the Assignee, as the payee, in the original principal amount of Twenty-Seven Million Two Hundred Thousand and 30/100 (\$27,200,000.00) Dollars (hereinafter, as it may be from time to time amended, modified, extended, renewed, refinanced, substituted and/or supplemented, referred to as the "Note"). Said Note is secured by, inter alia, a certain valid first lien Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing on the Mortgaged Premises, dated of even date herewith, executed by the Assignor, as grantor, for the benefit of the Assignee, as beneficiary (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, referred to as the "Mortgage"); and
- 2. Payments of all other sums with interest thereon at a rate per annum equal to the interest rate provided for in the Note, becoming due and payable to the Assignee under the provisions hereof or under the provisions of the Note, the Loan Agreement, or the Mortgage; and
- 3. Payment and performance of all liabilities, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into between Assignor or the "Guarantor" (as such term is defined in the Loan Agreement described below) and Assignee or any affiliate of Assignee in connection with the Note or the loan evidenced thereby (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, referred to as the "Loan"); and
- 4. Payment and performance of each and every obligation, covenant and agreement of the Assignor in that certain Loan Agreement dated of even date herewith, executed by and between the Assignor and the Assignee (hereinafter, as it may be from time to time amended, modified, extended, renewed, substituted, and/or supplemented, referred to as the "Loan Agreement"), in Assignment, the Note, the Mortgage, and all of the other "Loan Documents" (as such term is defined in the Loan Agreement). Defined terms used but not expressly defined herein shall have the same mergings when used herein as set forth in the Loan Agreement.

### **TO PROTECT THIS ASSIGNMENT:**

1. The Assignor hereby represents and warrants to the Assignee as follows: (i) the Assignor is the sole owner of the entire landlord's interest in the Leases; (ii) the terms of the Leases heretofore submitted to the Assignee are all the terms of the Leases and embody the entire agreements now existing between the Assignor and any Tenant under the Leases; (iii) to Assignor's knowledge, there are no existing defaults by the Assignor or by any Tenant under the Leases; (iv) all conditions precedent to the effectiveness of the Leases have been satisfied; (v) the Assignor has not executed or granted any modification whatsoever to the Leases, either orally or in writing; (vi) the Leases are in full force and

effect according to the terms set forth in the Lease instruments heretofore submitted to the Assignee; (vii) the Assignor has not executed any prior assignment of the Leases nor has the Assignor performed any acts or executed any other instrument which might prevent the Assignee from operating under any of the terms and conditions of this Assignment and (viii) no rent for any period subsequent to the date of this Assignment has been collected in advance of the time when the same became due under the term of any of the Leases.

- 2. The Assignor hereby covenants and agrees as follows: (i) to observe and perform all of the obligations imposed upon the Assignor, as the landlord under said Leases; (ii) not to receive or collect any of the rent, income, issues and profits arising or accruing from the Mortgaged Premises more than thirty (30) days in advance of the time when the same become due under the terms of said Leases; (iii) not to discount any future accruing rents; (iv) not to execute any other assignment of lease or assignment of rents of said Mortgaged Premises unless the same shall recite that it is subject to the terms of this Assignment; (v) except as expressly permitted by the terms, conditions, and provisions of the Loan Agreement, not to aller, modify or change the terms of the Leases or surrender, cancel or terminate the Leases, unless the Assigner shall have (a) provided notice to the Assignee and a copy of any said amendments, alterations or modifications, and (b) received the Assignee's prior express written consent to such alteration, modification, change, surrender, cancellation or termination; (vi) not to subordinate the Leases or any rights of the Assign r under the Leases to any mortgage or other encumbrance or permit. consent or agree to such subordination vithout the Assignee's prior express written consent; (vii) not to consent to any assignment of or subletting under the Leases requiring the Assignor's consent under the Lease, without the prior express written consent of the Assignee; and (viii) except as expressly permitted by the terms, conditions, and provisions of the Loan Agreement, not to enter into any Lease subsequent to the date hereof, without the form and substance of said Lease having been approved by the Assignee in writing first.
- 3. Notwithstanding the automatic application of this Assignment to all future Leases, the Assignor covenants and agrees to assign and transfer to the Assignee any and all further Leases upon all or any part of the Mortgaged Premises and to execute and deliver, at the written request of the Assignee, all such further assurances and assignments in the Mortgaged Premises, as the Assignee may from time to time reasonably require.

#### **IT IS MUTUALLY AGREED THAT:**

1. This Assignment is intended to be and shall constitute an unconditional, absolute and present assignment from the Assignor to the Assignee of all of the Assignor's rights, of and interests in and to the Leases, rents, income, and profits, and not an assignment in the nature of a pledge of such Leases, rents, income, and profits or the mere grant of a security interest therein. Notwithstanding that this Assignment is effective immediately, so long as there shall exist no Default, there is reserved to the Assignor a license to collect as they become due, but not prior to accrual, all rents, income, issues and profits from the Mortgaged Premises and the proceeds of rent insurance and to retain, use and enjoy the same and to apply such rents, issues, income and profits, as more specifically provided for and required under the Loan Agreement to the payment of (i) the cost of all such alterations, renovations, repairs, replacements and maintenance and expenses incident to taking and retaining possession of the Mortgaged Premises and the management and operation thereof, and keeping the same insured, (ii) all taxes, charges, claims, assessments, ground rents, water rents, sewer rents and any other liens on the Mortgaged Premises, and premiums for said insurance, with interest on all such items and (iii) the repayment of the indebtedness herein described then due and payable, together with all costs and reasonable attorneys' fees (hereinafter collectively referred to as the "Required Expenses"), before using any part of the same for

any other purpose. Upon the occurrence of a Default, such license granted to the Assignor shall be immediately revoked without further demand or notice from the Assignee, and the Assignee is hereby empowered to enter upon and take possession of the Mortgaged Premises as provided in <u>Paragraph 2</u> below.

Upon or at any time after the occurrence of a Default, the Assignee, without in any way waiving such Default, may at its option, without notice, 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 Mortgaged Premises and have, hold, manage, lease and operate the same on such terms and for such periods of time as the Assignee may deem proper; and may demand, sue for or otherwise collect and receive from the Tenants now or hereafter in possession of the Mortgaged Premises, or any part thereof, all rents, ircon e, issues and profits which have been uncollected by the Assignor, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to the Assignee in the exercise of prudent business judgment as a commercial landlord and to apply such rents, issues, income and profits to the payment of the Required Expenses in such order or priority as to any of such items, as the Assignee in its sole discretion may determine, any statute, law, custom or use to the con'rary notwithstanding. In addition, the Assignee may endorse the name of the Assignor or any subsequent owner of the Mortgaged Premises on any checks, notes or other instruments for the payment of money, to deposit the same in bank accounts, to give any and all acquittances or any other instrument in relation thereto in the name of the Assignor, and to institute, prosecute, settle or compromise any summary or legal proceedings in the name of the Assignor for the recovery of such rents, income, issues or profits, or for the recovery of any damages done to the Mortgaged Premises, or for the abatement of any nuisance thereon, and to defend any legal proceedings brought against the Assignor arising out of the operation of the Mortgaged Premises. The Assignor shall reimburse the Assignee for any charges, expenses or fees, including reasonable attorneys' fees and costs, incurred by the Assignee.

By accepting this Assignment, the Assignee agraes that if, upon the occurrence of a Default, it shall exercise its option herein and if such Default shall be remedied prior to the declaration of such Default by the Assignee, or subsequent to such declaration, or ly upon the waiver of such Default by the Assignee, and all necessary charges and expenses incurred by reas on thereof paid, then the parties hereto shall each be restored to and reinstated in their respective rights and estates as if a Default had not occurred. The Assignor shall thereupon hold said Mortgaged Premises subject to this Assignment as if the Assignee had not exercised any option hereunder, but nothing hereinbefore contained shall impair any right of the Assignee hereunder upon any subsequent breach.

3. The Assignee shall not be obligated to perform or discharge, nor does it undertake to perform or discharge, any obligation, duty or liability under any of the Leases, or under or by reason of this Assignment. If requested by the Assignee, the Assignor shall, and does hereby agree to enforce the Leases and all remedies available to the Assignor against the Tenants, in case of default under any of the Leases by any of the Tenants. The Assignor shall and does hereby agree to indemnify the Assignee for and to hold the Assignee harmless of and from any and all liability, loss or damage, except for any liability, loss or damage caused by or resulting from the Assignee's own gross negligence or willful misconduct, which the Assignee may or might incur under any of the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases, and further, the Assignor hereby agrees to defend, at its own cost and expense, any action or actions brought against itself or the Assignee relative to the Leases or this Assignment. The Assignor's failure to properly defend any such action or actions, or to properly pursue all rights and remedies relative to any such dispute, in the reasonable opinion of the

Assignee, shall entitle the Assignee to defend such action or pursue such remedies in the Assignor's place and stead. Should the Assignee incur any such liability, loss or damage under any of the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including reasonable costs, expenses and attorneys' fees, shall be secured hereby, and the Assignor shall reimburse the Assignee therefor immediately upon demand, and, upon the failure of the Assignor so to do, the Assignee may declare all sums secured by the Mortgage immediately due and payable.

- The Assignor hereby irrevocably appoints the Assignee as its agent whereby the Assignee may, at its election and exercising prudent judgment as a commercial landlord, upon the occurrence of a Default (i) perform any of the Assignor's obligations to the Tenants under the Leases, (ii) exercise any of the Assignor's rights, powers or privileges under the Leases, (iii) modify the Leases and (iv) execute new Leases for any or all property covered by the Leases. All obligations created by the exercise of such agency shall be those of the Assignor and not those of the Assignee except as otherwise provided herein. The Assignor hereby irrevocably appoints the Assignee as the true and lawful attorney-in-fact (coupled with an interest) of the Assignor in its name and stead and on its behalf, for the purpose of executing and delivering any such Leases on behalf of the Assignor and delivering to the Tenant to whom such Lease pertains, written notice of this assignment next. Notwithstanding the above granted power, the Assignee may perform any of the Assignor's obligations as the Assignor's agent, and the Assignee may, at its election, subsequent to any default obeyond any applicable cure periods provided for in the Leases) by the Assignor under the Leases and by the giving of written notice to the Assignor, assume any of the obligations of the Assignor or its assigns to the Tenants under the Leases.
- 5. This Assignment shall not operate (i) to place responsibility upon the Assignee for the control, care, management or repair of the Mortgaged Premises nor for the carrying out of any of the terms and conditions of said Leases, unless such responsibility is specifically assumed by the Assignee in writing or by its express actions and/or (ii) to make the Assignee responsible or liable for (a) any waste committed on the Mortgaged Premises by any Tenant or any other party, (b) any dangerous or defective condition of the Mortgaged Premises and/or (c) any negligence in the management, upkeep, repair or control of the Mortgaged Premises, resulting in loss or injury or death to any Tenant, licensee, employee or stranger.
- 6. The Assignee assumes no liability for any security deposited by any Tenant with the Assignor, as the landlord under the terms of any Leases hereinafter executed, unless and until such deposits are assigned and delivered to the Assignee.
- 7. (i) The Assignor shall, no more frequently than once annually, v<sub>11</sub>k<sub>0</sub>out charge and within ten (10) business days after any request by the Assignee, execute, acknowledge and deliver to the Assignee its certification, with respect to any or all of the Leases as to the following:
- (a) The dates of the Leases, the dates when the terms thereof commenced, and the dates when any rents, charges and other sums payable by the Tenants thereunder commenced to be payable thereunder;
- (b) That the Leases are unmodified and in full force and effect; or, if there have been any modifications, that the Leases are in full force and effect as modified and stating the modifications and the dates thereof;
- (c) Whether or not to the Assignor's knowledge, after reasonable inquiry and investigation, there are any then existing valid enforceable setoffs or defenses against the enforcement of

any of the terms and/or conditions of the Leases (or of amendments or modifications of the Leases, if any) upon the part of the Tenants thereunder to be performed or complied with; and, if so, specifying the same;

- (d) The dates, if any, to which any rents, charges, and other sums on the part of the Tenants to be paid under the Leases have been paid in advance;
  - (e) The dates of expiration of the terms of the Leases; and
- (f) The rate or rates of rent (including a breakdown thereof into annual rent, percentage rents and any other additional rents and charges provided for in the Leases).
- (ii) Similarly, upon request as stated in <u>subparagraph 7(i)</u> above, the Assignor shall also procure and deliver to the Assignee, within the aforesaid time period, certifications of all the foregoing by the Tenants under the Leases.
- 8. The Assignor irrevocably consents that the Tenants under the Leases, upon demand and notice from the Assignee of the occurrence of a Default, shall pay the aforesaid rents, income, issues and profits under the Leases directly to the Assignee without liability of the Tenants for the determination of the actual existence of any Default claimed by the Assignee. The Assignor hereby irrevocably authorizes and directs the Tenants, upon receipt of any notice from the Assignee stating that such a Default exists, to pay to the Assignee the rents, income, issues and profits due and to become due under the Leases, and the Assignor hereby irrevocably constitutes and appoints the Assignee with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority (coupled with an interest) in the place and stead of the Assignor and in the name of the Assignor or in the Assignee's own name, for the purpose of executing and delivering such notices to the Tenants and such other documents which may be necessary to effect the foregoing. Upon the curing of all such Defaults, the Assignee shall give written notice thereof to the Tenants, and thereafter, until further patice from the Assignee, the Tenants shall pay such rents, income and profits to the Assignor.
- 9. Notwithstanding the license granted by the Assign ee in Paragraph 1 hereof, to the extent permitted by applicable law, the Assignee, and not the Assignor, shall be deemed to be the creditor of each Tenant in respect of any assignment for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting such Tenant, with an option to the Assignee to have any money received by the Assignee as such creditor (i) applied to reduce the principal or interest due on the Note or applied to reduce any other indebtedness secured by or to be paid pursuant to the Note, the Mortgage or the other Loan Documents or (ii) paid over to the Assignor; provided nowever, that the Assignee shall be obligated to file or make timely filings of claims in such proceedings and to otherwise pursue creditor's rights therein.
- 10. Upon the payment in full of all of the indebtedness evidenced by the Note and the Loan Agreement, as confirmed by the Assignee's recording of a release or satisfaction of the Mortgage and a termination and cancellation of the Note, this Assignment shall become void and of no further force and effect.
- 11. A demand on a Tenant by the Assignee for the payment of the rent, upon the occurrence of a Default claimed by the Assignee, shall be sufficient warrant to said Tenant to make further payments of rent to the Assignee without the necessity for further consent by the Assignor and proof of the Default.

- 12. The Assignee may take or release any security, may release any party primarily or secondarily liable for any indebtedness secured hereby, may grant extensions, renewals, modifications, or indulgences with respect to the Note, the Loan Agreement, the Mortgage, or any of the other Loan Documents, all without prejudice to any of its rights hereunder.
- 13. The term "Leases" as used herein shall mean the Leases hereby assigned or any extension or renewal thereof, and any Leases subsequently executed by the Assignor covering the Mortgaged Premises or any part thereof. In this Assignment, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural, and conversely. The term "Tenant" or "Tenants" as used herein shall mean all present and future lessees, users or occupants of the Mortgaged Premises or any part thereof.
- 14. Nothing herein contained and no act done or omitted by the Assignee pursuant to the powers and righte granted it herein shall be deemed to be a waiver by the Assignee of its rights and remedies under the Lean Agreement, the Note, the Mortgage, or any of the other Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by the Assignee under the terms thereof. The right of the Assignee to collect said indebtedness and to enforce any security therefor held by it may be subsequent to any action taken by it hereunder.
- 15. This Assignment is oin ling upon and inures to the benefit of the Assignee and the Assignor, including their respective neirs, executors, administrators, successors and assigns. The words "Assignor", "Assignee" and "Tenants" wherever used herein shall include the person named herein and designated as such and their respective successors and assigns.
- 16. This Assignment and all matters relating hereto shall be governed by and construed and interpreted in accordance with the laws of the State of Upinois.
- 17. Unless otherwise indicated differently, 211 notices, payments, requests, reports, information or demands which any party hereto may desire or may be required to give to any other party hereunder, shall be given in accordance with the terms, conditions, and provisions of Section 7.10 of the Mortgage.
- 18. This Assignment may be executed by one or more parties to this Assignment in any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.
- 19. The Assignor agrees that, in the event that the Assignor or any of the Persons or parties directly constituting the Assignor shall (i) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the Bankruptcy Code, (ii) be the subject of any order for relief issued under the Bankruptcy Code, (iii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy or insolvency, (iv) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator or (v) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party and not vacated within sixty (60) days for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, to the extent permitted by applicable law, the Assignee shall thereupon be entitled and the Assignor irrevocably consents to immediate and unconditional relief from any automatic stay imposed by Section 362 of the Bankruptcy

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Code, or otherwise, on or against the exercise of the rights and remedies otherwise available to the Assignee as provided for herein, in the Loan Agreement, the Note or in the other Loan Documents delivered in connection herewith and as otherwise provided by law, and the Assignor irrevocably waives any right to object to such relief and will not contest any motion by the Assignee seeking relief from the automatic stay and the Assignor will cooperate with the Assignee, in any manner reasonably requested by the Assignee, in its efforts to obtain relief from any such stay or other prohibition.

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Property of Cook County Clark's Office

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IN WITNESS WHEREOF, the Assignor has executed this Assignment under seal as of the day and year set forth above.

#### ASSIGNOR:

TERRA FUNDING-BURNHAM CENTER, LLC, a Delaware limited liability company

By: Terra Funding - Chicago, LLC, a Delaware limited liability company, its Sole Member

By: Kim Advino

Vice President and Secretary

STATE OF New York :

COUNTY OF New York

BE IT REMEMBERED, that on this ZL had ay of February, 2013, before me the subscriber, an officer duly authorized to take acknowledgmen's for use in the State of New York personally appeared Kim Aquino who I am satisfied is the person who executed the within Instrument as the Vice President and Secretary of Terra Funding - Chicago, LLC, the Sole Member of TERRA FUNDING-BURNHAM CENTER, LLC, a Delaware limited liability company, the Mortgagor named therein, and I having first made known to him the contents the eof, he did thereupon acknowledge that said Instrument made by said Mortgagor is his voluntary act and deed and delivered by him as said Sole Member of said Sole Member of said Mortgagor and is the voluntary act and deed of said Mortgagor, made by virtue of authority from said Mortgagor's Operating Agree act for the uses and purposes therein expressed.

Notary Public

My Commission Expires:

TINA L MCLELLAND

NOTARY PUBLIC-STATE OF NEW YORK

No. 01MC6254406

Qualified in Queens County

My Commission Expires January 17, 2016

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#### SCHEDULE "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ABSOLUTE ASSIGNMENT OF LEASES, RENTS, INCOME AND PROFITS
BY TERRA FUNDING-BURNHAM CENTER, LLC, AS THE ASSIGNOR, IN FAVOR OF
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS THE ASSIGNEE,
DATED FEBRUARY 28, 2013

#### List of Existing Leases

That certain Ground Lease dated as of January 15, 2013, executed by and between the Assignor, as landlord, and Furnham Center – 111 West Washington, LLC, as tenant, as amended and modified by that certain Ground Cease Estoppel and Acknowledgement dated on or about the date hereof.

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#### **SCHEDULE "B"**

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ABSOLUTE ASSIGNMENT OF LEASES, RENTS, INCOME AND PROFITS
BY TERRA FUNDING-BURNHAM CENTER, LLC, AS THE ASSIGNOR, IN FAVOR OF
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS THE ASSIGNEE,
DATED FEBRUARY 28, 2013

### **Description of Land**

LOTS 1, 2 AND THE EAST 47 FEET OF LOT 3 IN BLOCK 56 IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

EXCEPT THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE LAND.

For Informational Purposes Only:

Ily: 111 West Washington Street, Chicago, Illinois 60601 Property Identification Number: 17-09-459-002-0000