

# UNOFFICIAL COPY

*Prepared By +*

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Dykema Gossett PLLC  
10 South Wacker Drive  
Suite 2300  
Chicago, Illinois 60606  
Attn: Michael S. Kurtzon, Esq.



Doc#: 1313012027 Fee: \$60.00  
RHSP Fee: \$10.00 Affidavit Fee:  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/10/2013 09:36 AM Pg: 1 of 12

## AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS

THIS AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is dated as of April 26, 2013, by and from ONB LLC, a Delaware limited liability company ("Borrower"), to and for the benefit of THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank, its successors and assigns, as agent ("Agent") for itself and the other Lenders (hereinafter defined).

### RECITALS:

A. Borrower is the owner of certain real property located in Cook County, State of Illinois more particularly described in Exhibit A attached hereto ("Property").

B. The PrivateBank and Trust Company, an Illinois state chartered bank (in its individual capacity, "PrivateBank") previously made an acquisition and construction loan in the amount of \$26,575,000.00 to Borrower (the "Original Loan") pursuant to that certain Construction Loan Agreement dated March 14, 2008 between PrivateBank and Borrower ("Initial Loan Agreement"), as amended by that certain First Modification of Loan Documents dated as of the 20th day of September, 2010, but effective as of June 30, 2010, by and among Borrower, PrivateBank, and MJH Realty LLC, a Delaware limited liability company (the "First Modification"). The Initial Loan Agreement, as amended from time to time, including by the First Modification, is hereinafter referred to as the "Original Loan Agreement".

C. The Original Loan was secured by (i) that certain Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents dated as of March 14, 2008, made by Borrower in favor of PrivateBank, and recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") on March 19, 2008, as Document No. 0807933026, as amended by the First Modification (as amended, the "Original Mortgage") encumbering the Property, which is being amended and restated by the Mortgage (hereinafter defined) concurrently herewith; and (ii) that certain Assignment of Leases and Rents dated as of March 14, 2008, made by Borrower in favor of PrivateBank and recorded with the Recorder's Office on March 19, 2008, as Document No. 0807933027 (as amended from time to time, including by the First Modification, the "Original Assignment of Leases").

D. Pursuant to that certain Amended and Restated Loan Agreement dated as of the date hereof (the "Loan Agreement") by and among Borrower, Agent, PrivateBank and those

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certain other financial institutions that are or may become, from time to time, parties thereto (collectively with PrivateBank and each of their respective successors and assigns, the “Lenders”), Lenders have agreed to make a loan to Borrower in the maximum principal amount of \$20,000,000.00 (the “Loan”) which shall refinance the Original Loan and provide financing for certain tenant improvements and leasing commissions. The Loan is evidenced by Promissory Notes dated as of even date herewith in the original aggregate principal amount of \$20,000,000.00, from Borrower to the Lenders named as payees therein (the “Notes”).

E. The Loan is secured by: (i) that certain Amended and Restated Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents of even date herewith on the Property (the “Mortgage”), and (ii) certain other documents evidencing or securing the Loan (together with the Notes, the Loan Agreement and the Mortgage, the “Loan Documents”).

F. The obligations of Borrower under the Loan Agreement, the Notes, the Mortgage, this Assignment, and the other Loan Documents are collectively referred to herein as the “Obligations”.

G. Borrower is required as a condition to the making of the Loan to transfer and assign to Agent all of Borrower’s right title and interest in, to and under the Leases and Rents (as defined below).

H. This Assignment amends, restates and replaces in its entirety the Original Assignment of Leases.

## AGREEMENT:

**NOW, THEREFORE**, as an inducement for the making of the Loan, Borrower hereby represents, warrants, covenants and agrees as follows:

1. **Definitions.** As used herein, the following terms shall have the following meanings:

“Event of Default” means an Event of Default, as defined in the Loan Agreement.

“Leases” means all leases, subleases, rental contracts, occupancy agreements, licenses and other arrangements (in each case whether existing now or in the future) pursuant to which any person or entity occupies or has the right to occupy or use any portion of the Property, and includes (a) any supplement, modification, amendment, renewal or extension of any Lease and (b) any security or guaranty for any Lease.

“Lessees” means the lessees under the Leases or any subtenants or occupants of the Property.

“Rents” means all rents, issues, income, revenues, royalties, profits and other amounts now or in the future payable under any of the Leases, including those past due and unpaid.

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Capitalized terms used in this Assignment and not otherwise defined are used as defined in the Loan Agreement.

2. **Assignment.** As security for the payment and performance of the Obligations, Borrower hereby absolutely and unconditionally transfers, sets over and assigns to Agent all present and future right, title and interest of Borrower in, to and under the Leases and the Rents, together with all advance payments, security deposits and other amounts paid or payable to or deposited with Borrower under any of the Leases and all other rights and interests of Borrower under or in respect of any of the Leases. This Assignment is intended to be and is an absolute present assignment from Borrower to Agent, it being intended hereby to establish a complete and present transfer of all Leases and Rents with the right, but without the obligation, to collect all Rents.

3. **License.** Except as hereinafter set forth, Borrower shall have a license to collect the Rents accruing under the Leases as they become due ("License"), but not in advance, and to enforce the Leases. Subject to Section 8.1 hereof, the License shall automatically terminate upon the occurrence of an Event of Default. Borrower covenants and agrees that in exercising its License it shall hold all Rents in trust for Agent, and shall first apply all Rents in the manner and in such amounts as is required by Section 3.13 of the Loan Agreement, and, otherwise to the payment of the reasonable expenses of mowing, maintaining, repairing, operating and renting the Property.

4. **Representations and Warranties.** Borrower hereby represents and warrants to Agent that: (a) Borrower is the absolute owner of the entire lessor's interest in each of the Leases, with absolute right and title to assign the Leases and the Rents; (b) to Borrower's knowledge, the Leases are valid, enforceable and in full force and effect and have not been modified, amended or terminated; (c) there are no outstanding assignments or pledges of the Leases or of the Rents and no other party has any right, title or interest in the Leases or the Rents; (d) to the best of Borrower's knowledge there are no existing defaults under the provisions of the Leases on the part of the lessor and to Borrower's knowledge, there are no existing defaults under the provisions of the Leases on the part of the Lessees thereunder; (e) to Borrower's knowledge, no Lessee has any defense, set-off or counterclaim against Borrower; (f) except as disclosed in writing to Agent, to the best of Borrower's knowledge no Lessee has any purchase option or first refusal right or any right or option for additional space with respect to the Property; (g) Borrower has not accepted prepayments of installments of rent or any other charges under any Lease for a period of more than one (1) month in advance; and (h) to Borrower's knowledge, except as otherwise disclosed to Agent in writing, all work required to be performed by Borrower, as landlord, as of the date hereof under any Lease has been completed in accordance with the provisions of the Lease.

5. **Covenants of Borrower.**

5.1 **New Leases, Lease Terminations and Modifications.** Borrower shall not enter into, cancel, surrender or terminate (except as a result of a material default by the Lessees thereunder and failure of such Lessee to cure the default within the applicable time periods set forth in the Lease), amend or modify any Lease, or make any subsequent assignment or pledge of a Lease, or consent to the subordination of the interest of any Lessee in any Lease, or consent to

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any assignment by any Lessee or any subletting, without the prior written consent of Agent; provided, however, Borrower shall have the right to enter into Permitted Leases, as provided in Section 8.13 of the Loan Agreement. Any attempt to do any of the foregoing (other than entering into a Permitted Lease in accordance with Section 8.13 of the Loan Agreement) without the prior written consent of Agent (if such consent is required) shall be null and void.

5.2 Performance under Leases. Borrower shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Borrower shall not do or suffer to be done anything to impair the security thereof. Borrower shall not (i) release the liability of any Lessee under any Lease or any guaranty thereof, (ii) consent to any Lessee's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any Lessee's claim of a total or partial eviction, (iv) consent to a termination or cancellation of any Lease, except as specifically provided above or in such Lease, or (v) enter into any oral leases with respect to all or any portion of the Property;

5.3 Collection of Rents. Borrower shall not collect any of the Rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits;

5.4 Further Assignment. Borrower shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all Rents, except as specifically permitted by the Loan Documents;

5.5 Lease Guaranty. Borrower shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law;

5.6 Waive Rental Payments. Borrower shall not waive or excuse the obligation to pay rent under any Lease;

5.7 Defending Actions. Borrower shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any Lessee or guarantor thereunder, and shall pay all costs and expenses of Agent and Lenders, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Agent and one or more Lenders may appear;

5.8 Enforcement. Borrower shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the Lessees and guarantors thereunder;

5.9 Notice. Borrower shall immediately notify Agent of any material breach by a Lessee or guarantor under any Lease;

5.10 Subordination. Borrower shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;

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5.11 **Bankruptcy of Lessee.** If any Lessee is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Borrower covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Agent, which consent shall not be unreasonably withheld, conditioned or delayed, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Borrower and Agent. Borrower hereby assigns any such payment to Agent and further covenants and agrees that upon the request of Agent, it will duly endorse to the order of Agent any such check; and

5.12 **Rent Rolls.** Not later than forty-five (45) days after the end of each calendar quarter, Borrower shall deliver to Agent a certified rent roll for the Property as of the last day of such period in a form reasonably satisfactory to Agent.

6. **Cancellation of Lease.** In the event that any Lease permits cancellation thereof on payment of consideration and the privilege of cancellation is exercised, the payments made or to be made by reason thereof are hereby assigned to Agent, and if an Event of Default has occurred which has not been waived in writing by Agent, shall be applied, at the election of Agent, to the Obligations in whatever order Agent shall choose in its discretion or shall be held in trust by Agent as further security, without interest, for the payment of the Obligations. Prior to such Event of Default, unless such Event of Default has been waived in writing by Agent, Borrower may use and apply such termination payments to expenses of the Property.

7. **Agent's Rights Upon Lessee Bankruptcy.** Upon the occurrence of an Event of Default, and if a Lessee under a Lease files or has filed against it any petition in bankruptcy or for reorganization, or undertakes or is subject to similar action, Agent shall have, and is hereby assigned by Borrower, all of the rights which would otherwise inure to the benefit of Borrower in such proceedings, including, without limitation, the right to seek "adequate protection" of its interests, to compel rejection of any Lease, and to seek such claims and awards as may be sought or granted in connection with the rejection of such Lease. Unless otherwise consented to by Agent in writing, Agent's exercise of any of the rights provided herein shall preclude Borrower from the pursuit and benefit thereof without any further action or proceeding of any nature. Agent, however, shall not be obligated to make timely filings of claims in any bankruptcy, reorganization or similar action, or to otherwise pursue creditor's rights therein.

8. **Default of Borrower.**

8.1 **Remedies.** Upon the occurrence of an Event of Default, Borrower's License to collect Rents shall immediately cease and terminate, unless Agent shall otherwise notify Borrower in writing that such License is not being terminated by Agent. Agent shall thereupon be authorized at its option to enter and take possession of all or part of the Property, in person or by agent, employee or court appointed receiver, and to perform all acts necessary for the operation and maintenance of the Property in the same manner and to the same extent that Borrower might reasonably so act. In furtherance thereof, Agent shall be authorized, but under no obligation, to collect the Rents arising from the Leases, and to enforce performance of any other terms of the Leases including, but not limited to, Borrower's rights to fix or modify rents,

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sue for possession of the leased premises, relet all or part of the leased premises, and collect all Rents under such new Leases. Borrower shall also pay to Agent, promptly upon any Event of Default: (a) all rent prepayments and security or other deposits paid to Borrower pursuant to any Lease assigned hereunder; and (b) all charges for services or facilities or for escalations which have theretofore been paid pursuant to any such Lease to the extent allocable to any period from and after such Event of Default. Agent will, after payment of all proper costs, charges and any damages, apply the net amount of such Rents to the Obligations. Agent shall have sole discretion as to the manner in which such Rents are to be applied, the reasonableness of the costs to which they are applied, and the items that will be credited thereby.

8.2 Notice to Lessee. Borrower hereby irrevocably authorizes each Lessee, upon demand and notice from Agent of the occurrence of an Event of Default, to pay all Rents under the Leases to Agent. Borrower agrees that each Lessee shall have the right to rely upon any notice from Agent directing such Lessee to pay all Rents to Agent, without any obligation to inquire as to the actual existence of an Event of Default, notwithstanding any notice from or claim of Borrower to the contrary. Borrower shall have no claim against any Lessee for any Rents paid by Lessee to Agent.

8.3 Assignment of Defaulting Borrower's Interest in Lease. Agent shall have the right to assign Borrower's right, title and interest in and to the Leases to any person acquiring title to the Property through foreclosure or otherwise. Such assignee shall not be liable to account to Borrower for the Rents thereafter accruing.

8.4 No Waiver. Agent's failure to avail itself of any of its rights under this Assignment for any period of time, or at any time or times, shall not constitute a waiver thereof. Agent's rights and remedies hereunder are cumulative, and not in lieu of, but in addition to, any other rights and remedies Agent has under the Loan Agreement, the Notes, the Mortgage and any of the other Loan Documents. Agent's rights and remedies hereunder may be exercised as often as Agent deems expedient.

8.5 Costs and Expenses. The cost and expenses (including any receiver's fees and reasonable attorneys' fees) incurred by Agent pursuant to the powers contained in this Assignment shall be immediately reimbursed by Borrower to Agent on demand shall be secured hereby and, if not paid by Borrower, shall bear interest from the date due at the Default Rate (as defined in the Notes). Agent shall not be liable to account to Borrower for any action taken pursuant hereto, other than to account for any Rents actually received by Agent.

9. Indemnification of Agent. Borrower hereby agrees to indemnify, defend, protect and hold Agent harmless from and against any and all liability, loss, cost, expense or damage (including reasonable attorney fees) that Agent may or might incur under the Leases or by reason of this Assignment. Such indemnification shall also cover any and all claims and demands that may be asserted against Agent under the Leases or this Assignment. Nothing in this section shall be construed to bind Agent to the performance of any Lease provisions, or to otherwise impose any liability upon Agent, including, without limitation, any liability under covenants of quiet enjoyment in the Leases in the event that any Lessee shall have been joined as party defendant in any action to foreclose the Mortgage and shall have been barred thereby of all right, title, interest, and equity of redemption in the Property. This Assignment imposes no liability upon

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Agent for the operation and maintenance of the Property or for carrying out the terms of any Lease before Agent has entered and taken possession of the Property. Any loss or liability incurred by Agent by reason of actual entry and taking possession under any Lease or this Assignment or in the defense of any claims shall, at Agent's request, be immediately reimbursed by Borrower. Such reimbursement shall include interest at the Default Rate provided in the Notes, costs, expenses and reasonable attorney fees. Agent may, upon entry and taking of possession, collect the Rents and apply them to reimbursement for any such loss or liability. The provisions of this Section 9 shall survive repayment of the Obligations and any termination or satisfaction of this Assignment.

10. **Additions to, Changes in and Replacement of Obligations.** Agent may take security in addition to the security already given Agent for the payment of the Obligations or release such other security, and may release any party primarily or secondarily liable on the Obligations, may grant or make extensions, renewals, modifications or indulgences with respect to the Obligations or the Mortgage and replacements thereof, which replacements of the Obligations or the Mortgage may be on the same terms as, or on terms different from, the present terms of the Obligations or the Mortgage, and may apply any other security held by it to the satisfaction of the Obligations, without prejudice to any of its rights hereunder.

11. **Power of Attorney.** In furtherance of the purposes of this Assignment, Borrower hereby appoints Agent as Borrower's attorney-in-fact, with full authority in the place of Borrower, at the option of Agent at any time after the occurrence of an Event of Default, and in the name of Borrower or Agent, to (a) collect, demand and receive the Rents and other amounts payable under any Lease, (b) bring suit and take other action to enforce the Leases, (c) enforce, supplement, modify, amend, renew, extend, terminate and otherwise administer the Leases and deal with Lessees in relation to the Leases, (d) give notices, receipts, releases and satisfactions with respect to the Leases and the Rents and other amounts payable under any Lease, and (e) take such other action as Agent may reasonably deem necessary or advisable in connection with the exercise of any right or remedy or any other action taken by Agent under this Assignment.

12. **No Mortgagee in Possession; No Other Liability.** The acceptance by Agent of this Assignment, with all of the rights, power, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Property by Agent, be deemed or construed to: (a) constitute Agent as a mortgagee in possession nor place any responsibility upon Agent for the care, control, management or repair of the Property, nor shall it operate to make Agent responsible or liable for any waste committed on the Property by any Lessee, occupant or other party, or for any dangerous or defective condition of the Property, nor thereafter at any time or in any event obligate Agent to appear in or defend any action or proceeding relating to the Leases or to the Property; (b) require Agent to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases; or (c) require Agent to assume any obligation or responsibility for any security deposits or other deposits delivered to Borrower by Lessees and not assigned and delivered to Agent. Agent shall not be liable in any way for any injury or damage to person or property sustained by any person in or about the Property.

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13. **Termination of Assignment.** Agent shall terminate and release this Assignment as to all or a portion of the Property to the same extent as the Mortgage is released in whole or in part.

14. **Miscellaneous.**

14.1 **Severability.** If any term of this Assignment or the application hereof to any person or set of circumstances, shall to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such provision or part thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent consistent with applicable law.

14.2 **Captions.** The captions or headings at the beginning of each section hereof are for the convenience of the parties only and are not part of this Assignment.

14.3 **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall be construed together and shall constitute one instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

14.4 **Notices.** All notices or other written communications hereunder shall be given in the manner set forth in the Loan Agreement.

14.5 **Modification.** No amendment, modification or cancellation of this Assignment or any part hereof shall be enforceable without Agent's prior written consent.

14.6 **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the state in which the Property is located.

14.7 **Successors and Assigns; Gender; Joint and Several Liability.** The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all subsequent owners of the Property, and all subsequent holders of the Notes and the Mortgage, subject in all events to the provisions of the Mortgage regarding transfers of the Property by Borrower. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case. If there is more than one (1) party constituting Borrower, all obligations of each Borrower hereunder shall be joint and several.

14.8 **Expenses.** Borrower shall pay on demand all costs and expenses incurred by Agent in connection with the review of Leases, including reasonable fees and expenses of Agent's outside counsel.

15. **WAIVER OF JURY TRIAL.** BORROWER AND AGENT, BY ITS ACCEPTANCE HEREOF, HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN



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RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG BORROWER AND AGENT ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT, OR ANY RELATIONSHIP BETWEEN BORROWER AND AGENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO AGENT TO PROVIDE THE LOAN DESCRIBED HEREIN AND IN THE OTHER LOAN DOCUMENTS.

16. **JURISDICTION AND VENUE.** BORROWER HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY BORROWER AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS ASSIGNMENT SHALL BE LITIGATED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS OR, IF AGENT INITIATES SUCH ACTION, ANY COURT IN WHICH AGENT SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. BORROWER HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY AGENT IN ANY OF SUCH COURTS, AND HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO BORROWER AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO THE MORTGAGE. BORROWER WAIVES ANY CLAIM THAT COOK COUNTY, ILLINOIS OR THE NORTHERN DISTRICT OF ILLINOIS IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD BORROWER, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE MAILING THEREOF BORROWER SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY AGENT AGAINST BORROWER AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR BORROWER SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY AGENT OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY AGENT OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND BORROWER HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

17. **Amendment and Restatement.** This Assignment amends, restates and replaces the Original Assignment of Leases in its entirety.

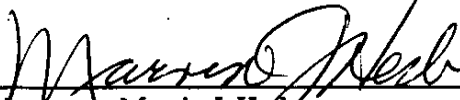
**[SIGNATURE PAGE FOLLOWS]**

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**IN WITNESS WHEREOF**, Borrower has caused this Assignment to be duly executed as of the day and year first above written.

**BORROWER:**

**ONB LLC**, a Delaware limited liability company

By:   
Name: Marvin J. Herb  
Title: Manager

Property of Cook County Clerk's Office

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STATE OF ILLINOIS     )  
   ) SS.  
 COUNTY OF COOK        )

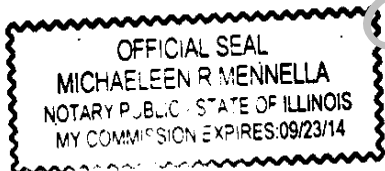
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Marvin J. Herb, the Manager of ONB LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26<sup>th</sup> day of April, 2013.

Michela R. Menella  
 Notary Public

My Commission Expires:

9/23/14



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## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

#### PARCEL 1:

LOT 8 (EXCEPT THEREFROM THAT PART THEREOF CONVEYED TO THE COUNTY OF COOK BY DEED RECORDED JULY 14, 1994 AS DOCUMENT 94615160 AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 8; THENCE WEST ALONG THE NORTH LINE THEREOF, 528.03 FEET TO THE WEST LINE OF SAID LOT 8; THENCE SOUTH ALONG SAID WEST LINE 12 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 8, 15 FEET; THENCE SOUTH 44 DEGREES, 35 MINUTES, 43 SECONDS WEST TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 19 FEET OF SAID LOT 8; THENCE EAST ALONG SAID SOUTH LINE TO ITS INTERSECTION WITH A LINE 70 FEET WESTERLY OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT 8; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 70 FEET OF SAID LOT 8; THENCE EAST ALONG SAID SOUTH LINE TO THE EASTERLY LINE OF SAID LOT 8; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE TO THE PLACE OF BEGINNING IN NORTHBROOK COURT OFFICE PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 2 TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENTS IN FAVOR OF PARCEL 1 AS CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, MADE BY EXCHANGE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1972 AND KNOWN AS TRUST NUMBER 26882, DATED FEBRUARY 22, 1979 AND RECORDED FEBRUARY 22, 1979 AS DOCUMENT 24856662 AS AMENDED BY AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF NORTHBROOK COURT OFFICE PLAZA RECORDED JANUARY 5, 1984 AS DOCUMENT 26917736, ALSO AS AMENDED BY DOCUMENT NO. 90133411, DOCUMENT NO. 96494814, DOCUMENT NO. 0020732138 AND DOCUMENT NO. 0321934000, OVER THE LAND DESCRIBED THEREIN.

COMMON ADDRESS: 5 Revere Drive, Northbrook, Illinois.

PIN NOS.: 04-02-101-021-0000

Exhibit A-1