This instrument prepared by and after recording, please return to:

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

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of September 19, 2013, by and from BRIDGE MCCOOK I, LLC, an Illinois 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 administrative agent ("Agent") for itself and certain other Lenders (hereing first 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. Pursuant to that certain Construction Loan Agreement dated as of even date herewith (the "Loan Agreement") by and among Borrower, Agent, The PrivateBank and Trust Company, an Illinois state chartered bank (in its individual capacity, "PrivateBank") and those 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 one or more loans to Borrower in an amount in the maximum principal amount of \$27,200,000.00 (the "Loan" or "Loans"). The Loan is evidenced by one or more Syndicated Promissory Notes dated as of even date herewise in the original aggregate principal amount of \$27,200,000.00, from Borrower to the Lenders named as payees therein (collectively, the "Notes").

The Loan is secured by: (i) that certain 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"). 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".

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).

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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.

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 ever 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. <u>License</u>: Except as hereinafter set forth, Borrower shall have a license to collect the Rents accruing under the Leases as they become due ("<u>License</u>"), but not in advance, and to enforce the Leases. The License is revocable, at Agent's option, upon the occurrence and during the continuance of an Event of Default. Borrower covenants and agrees that in exercising its License it shall hold all Rents in trust and shall apply the same first to the payment of the reasonable expenses of owning, maintaining, repairing, operating and renting the Property, and then to payment of the Obligations.
- 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) 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, 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 and 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 any assignment by any Lessee or any subletting, without the prior written consent of Agent, which shall not be unreasonably withheld. Any attempt to do any of the foregoing without the prior written consent of Agent (if such consent is required) shall be null and void. Notwithstanding the foregoing, Agent's consent shall not be required to enter into an agreendment to any Lease to document the exercise of an option under such Lease by the tenant thereunder.
- 5.2 <u>Performance under Leases.</u> The Borrower shall observe and perform in a commercially reasonable manner all of the covenants, terror, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and the Borrower shall not do or suffer to be done anything to impuir 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 <u>Collection of Rents.</u> The 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 <u>Further Assignment</u>. The 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 <u>Lease Guaranty</u>. The 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 <u>Waive Rental Payments</u>. The Borrower shall not waive or excuse the obligation to pay rent under any Lease;
- 5.7 <u>Defending Actions</u>. The 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 the Agent and the 1 enders, including court costs and reasonable attorneys' fees, in any such action or proceeding in which the Agent and one or more Lenders may appear;
- 5.8 <u>Enforcement</u>. The Borrower shall enforce in a commercially reasonable manner, 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 <u>Notice</u>. Borrower shall immediately notify the Agent of any material breach by a Lessee or guarantor under any Lease;
- 5.10 <u>Subordination</u>. The Borrover 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;
- 5.11 <u>Bankruptcy of Lessee</u>. If any Lessee is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amonded 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, the 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 the Agent, which such consent shall not be unreasonably withheld, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to the Borrower and the Agent. The Borrower hereby assigns any such payment to the Agent and further covenants and agrees that upon the request of the Agent, it will duly endorse to the order of the Agent any such check; and
- 5.12 <u>Rent Rolls.</u> Commencing with the first full calendar quarter after substantial completion of the Work (as defined in the Loan Agreement), the Borrower shall deliver to the Agent a certified rent roll for the Property as of the last day of such period in a form reasonably satisfactory to the Agent not later than thirty (30) days after the end of each calendar quarter.
- 6. <u>Cancellation of Lease</u>. 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 and is continuing, 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, Borrower may use and apply such termination payments to expenses of the Property.

Agent's Rights Upon Lessee Bankruptcy. Upon the occurrence and during the continuance 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 Corrower 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. <u>Default of Borrower</u>.

- 8.1 Remedies. Upon the occurrence and during the continuance of an Event of Default, Borrower's License to collect Rents shall immediately cease and terminate. 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, 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 Berrower 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 Ooligations. 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 and during the continuance 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.

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- 8.3 <u>Assignment of Defaulting Borrower's Interest in Lease</u>. 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 <u>No Waiver</u>. 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 fees) incred by Agent pursuant to the powers contained in this Assignment shall be promptly reimburged 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 Interest Rate (as defined in the Notes). If such costs and expenses are incurred by Agent during the occurrence of an Event of Default, such costs 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.
- Indemnification of Agent. Except with respect to Agent's gross negligence or 9. willful misconduct, Borrower hereby agrees to indemnify, defend, protect and hold Agent harmless from and against any and all liability, oss, 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 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 Agent's actual entry and taking possession under any Lease or this Assignment or in the defense of any claims shall, at Agent's request, be promptly 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.

- 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 and during the continuance 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.
- 13. <u>Termination of Assignment</u>. 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 <u>Severability</u>. 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 <u>Captions</u>. 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 <u>Counterparts</u>. 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 <u>Notices</u>. All notices or other written communications hereunder shall be given in the manner set forth in the Loan Agreement.
- 14.5 <u>Modification</u>. No amendment, modification or cancellation of this Assignment or any part hereof shall be enforceable without Agent's prior written consent.
- 14.6 <u>Governing Law</u>. 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, six in 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, wherever 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 <u>Expenses</u>. Borrower shall pay on derignd 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 FARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACY, 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 LENDERS 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

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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 FORROWER 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 LENDER 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.

[the remainder of this page is intentionally blank; signature appears on the following page]

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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: --

BRIDGE MCCOOK I, LLC, an Illinois limited liability company.

Property of Cook County Clerk's Office By: BDP Realty Holdings L.P., a Delaware limited

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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 Ronald T. Frain, the Manager of Bridge ASP, LLC, an Illinois limited liability company, the General Partner of BDP Realty Holdings L.P., a Delaware limited partnership, the Sole Member of BRIDGE MCCOOK I, LLC, an Illinois 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 23 grad day of August, 2013.

"OFFICIAL SEAL" **AMY McMURRAY** Notary Public, State of Illinois My Commission Expires 11/12/2014

My Commission Expires: 12 Clort's Office

11.12.201

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That part of the West 1/2 of the Northeast 1/4 of Section 11, Township 38 North, Range 12, East of the Third Principal Meridian, lying North of the center line of the Chicago and Joliet Road, otherwise known and described as Route 4, more particularly described as follows:

Beginning at a point in the East line of said West 1/2, said point being 634.18 feet North of the intersection of said East line with the center line of said Chicago and Joliet Road; Thence North along said East line for a distance of 683.52 feet more or less, to the Northeast corner of said West 1/2; thence West along the North line of said West 1/2 for a distance of 1326.17 feet more or less to the Northwest corner of said West 1/2; thence South along the West line of said West 1/2 for a distance of 1075.13 feet more or less, to a point, said point being 250 feet North of the Southwest corner of the North 1/2 of the said West 1/2 of said North cast 1/4; thence East parallel to and 250 feet normally distant from the South line of said North 1/2 a distance of 505.22 feet to a point; thence Northeasterly for a distance of 758.54 feet more or less to a point, said point being 175.38 feet West of the point of beginning measured at right angles to the East line of said West 1/2; thence East 175.38 feet to the point of beginning, excepting all that part of the West 1/2 of the Northeasterly and except that part described as follows:

That part of the West 1/2 of the Northeast 1/4 of Section 11, Township 38 North, Range 12, East of the Third Principal Meridian, described as follows:

Commencing at the Northwest corner of said Northeast 1/4; Thence South 89 degrees 47 minutes 40 seconds, East (bearings and coordinated are based upon an essumed grid systems that assigns the value of 2,000.00 North and 2,000.00 East to the Quarter Section corner between Sections 5 and 8, Township 38 North, Range 12, East of the Third Principal Meridian; and which assumes the North line of the Northeast 1/4 of Section 8 (South line of the Southeast 1/4 of Section 5) to have a dearing of North 90 degrees, 00 minutes, 00 seconds East) Along the North line of said Northeast 1/4 a distance of 1,292.47 feet to the point of intersection with a line drawn 33.00 feet West of and parallel with the East line of the West 1/2 of said Northeast 1/4; thence South 0 degrees 20 minutes 29 seconds West along said parallel line 50.00 feet to the point of beginning of the tract herein described, thence continuing South 0 degrees 20 minutes 29 seconds West, along said parallel line 5.00 feet; thence North 44 degrees 43 minutes 16 seconds West 7.06 feet to a point in a line 50.00 feet South of and parallel with the North line of the plertheast 1/4 of said Section 11, said point being 5.00 feet West of the herein above designated point of beginning; thence South 89 degrees 47 minutes 40 seconds East along said parallel line 5.00 feet to said point of Paginning in Cook County, Illinois.

Commonly known as: 8201 West 47th Street, McCook, Illinois.

PIN: Parcel 1: 18-11-200-008-0000 Vol. 80