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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/05/2014 12:05 PM Pg: 1 of 16

Document prepared by and after
recording return to:

Heather K. Aeschleman
Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, Illinois 60606

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Pds 11-30

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of February 26, 2014, by and among **PP MB 1, LLC**, an Illinois limited liability company ("PP MB 1"), **PP MB 2, LLC**, an Illinois limited liability company ("PP MB 2"), and **PP MB 3, LLC**, an Illinois limited liability company ("PP MB 3"), **RODINIA HOLDINGS 4, LLC**, an Illinois limited liability company ("Rodinia 4"), **RODINIA HOLDINGS 6, LLC**, an Illinois limited liability company ("Rodinia 6"), **OCEANIA HOLDINGS 26, LLC**, a Delaware limited liability company ("Oceania") and **HAFNIUM RENTAL PROPERTIES, LLC**, a Delaware limited liability company ("Hafnium", and together with PP MB 1, PP MB 2, PP MB 3, Rodinia 4, Rodinia 6, and Oceania, individually an "Assignor", and collectively the "Assignors"), to and for the benefit of **MB FINANCIAL BANK, N.A.**, a national banking association, its successors and assigns ("Agent"), as agent for the Banks (as defined below).

RECITALS:

A. Each Assignor owns certain real property located in Cook County, Illinois, more particularly described in Exhibit A attached hereto (collectively, the "Property") and certain personal property located at and/or used in connection with the Property (except that with respect to PP MB 3 and Hafnium, see page 9 hereof).

B. Pursuant to the terms and conditions of a Credit Agreement of even date herewith (as amended, restated, or replaced from time to time, the "Credit Agreement") between Agent, "Borrowers" (as defined therein), and the financial institutions identified therein (the "Banks"), Banks have agreed to make available to Borrowers a revolving loan facility under which the Banks will make certain loans (the "Loans") to Borrowers in an amount not to exceed \$50,000,000.00 (the "Credit Facility"). The obligations of Borrowers to repay the Credit Facility shall be evidenced by certain Syndicated Promissory Notes of even date herewith made by Borrowers payable to the order of each Bank in the aggregate principal amount of the Credit Facility (as amended, restated or replaced from time to time, the "Notes"), and by the Credit Agreement.

C. The Credit Facility is secured by: (i) certain mortgages and deeds of trust of even date herewith Assignors and certain related parties to and for the benefit of Agent (collectively, the "Mortgages"), and (ii) certain other documents evidencing or securing the Credit Facility (together with the Notes, the Credit Agreement and the Mortgages, collectively, the "Loan Documents").

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D. The obligations of Borrowers or Assignors, as applicable, under the Credit Agreement, the Notes, the Mortgages, this Assignment, and the other Loan Documents are collectively referred to herein as the "Obligations".

E. Assignors are required as a condition to the making of the Credit Facility to transfer and assign to Agent all of each Assignor's right, title and interest in, to and under the Leases and Rents (as defined below).

AGREEMENT:

NOW, THEREFORE, as an inducement for the making of the Credit Facility, Assignors hereby represent, warrant, covenant and agree as follows:

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

"Event of Default" means (i) any default hereunder, after the expiration of any cure periods expressly provided for herein, and (ii) an Event of Default, as defined in the Credit 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 Credit Agreement.

2. **Absolute Assignment**. Subject to the License granted in Section 3 below, each Assignor hereby absolutely and unconditionally transfers, sets over and assigns to Agent all present and future right, title and interest of such Assignor 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 such Assignor under any of the Leases and all other rights and interests of such Assignor under or in respect of any of the Leases. This Assignment is intended to be and is an absolute present assignment from Assignors to Agent, and not the mere passage of a security, interest or a provision of additional security, 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**. Assignors 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

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to Section 8.1 hereof, the License shall automatically terminate upon the occurrence of an Event of Default. Assignors covenant and agree that in exercising their License they 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.** Each Assignor hereby represents and warrants to Agent that: (a) such Assignor is the absolute owner of the entire lessor's interest in each of its respective Leases, with absolute right and title to assign its respective Leases and the Rents; (b) to such Assignor's knowledge, its respective 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 its respective Leases or of the Rents and no other party has any right, title or interest in such Leases or the Rents; (d) to such Assignor's knowledge, no Lessee has any defense, set-off or counterclaim against such Assignor; (e) except as disclosed in writing to Agent or otherwise provided for in a Lease, no Lessee has any purchase option or first refusal right or any right or option for additional space with respect to its respective Property; (f) such Assignor 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 (g) to such Assignor's knowledge, except as otherwise disclosed to Agent in writing, all work (except for routine maintenance and tenant improvements) required to be performed by such Assignor, as landlord, as of the date hereof, has been completed in accordance with the provisions of the Lease.

5. **Covenants of Assignors.**

5.1 **New Leases and Lease Terminations and Modifications.** No Assignor shall (i) 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) any Major Lease, (ii) amend or modify any Major Lease, in any material respect, (iii) make any subsequent assignment or pledge of a Major Lease, (iv) consent to the subordination of the interest of any Lessee in any Major Lease, (v) consent to any assignment by any Lessee or any subletting except as is expressly permitted in any Major Lease. As used herein, "Major Lease" shall mean any Lease for commercial space at the Property in excess of 10,000 rentable square feet.

5.2 **Performance under Leases.** The Assignors shall observe and perform all of the covenants, terms, conditions and agreements contained in their respective Major Leases to be observed or performed by the lessor thereunder, and the Assignors shall not do or suffer to be done anything to impair the security thereof. No Assignor shall (i) release the liability of any Lessee under any Major 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 with respect to any Major Lease, (iii) consent to any Lessee's claim of a total or partial eviction in connection with a Major Lease, (iv) consent to a termination or cancellation of any Major Lease, except as specifically provided above or in such Major Lease, or (v) enter into any oral leases with respect to all or any portion of the Property;

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5.3 **Collection of Rents.** No Assignor shall 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.** The Assignors shall not make any other assignment of their interests in or to any or all Leases, or any or all Rents;

5.5 **Waive Rental Payments.** Except in the ordinary course of an Assignor's business, no Assignor shall waive or excuse the obligation to pay rent under any Lease;

5.6 **Defending Actions.** The Assignors shall, at their 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, including court costs and reasonable attorneys' fees, in any such action or proceeding in which the Agent may appear;

5.7 **Enforcement.** The Assignors shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Major Lease to be observed and performed by the Lessees and guarantors thereunder;

5.8 **Subordination.** The Assignors 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; and

5.9 **Bankruptcy of Lessee.** If any Lessee under a Major Lease 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 such Major Lease assigned hereby, the applicable Assignor covenants and agrees that if any such Major Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of the Agent, and any check in payment of damages for termination or rejection of any such Major Lease will be made payable both to such Assignor and the Agent. The Assignors hereby assign any such payment to the Agent and further covenant and agree that upon the request of the Agent, they will duly endorse to the order of the Agent any such check.

6. **Cancellation of Lease.** In the event that any Major 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, 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, Assignors 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 Major 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 the applicable Assignor, all of the rights which would otherwise inure to the benefit of such Assignor in such proceedings, including, without limitation, the right to seek "adequate protection" of its interests, to compel rejection of any Major Lease, and to seek

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such claims and awards as may be sought or granted in connection with the rejection of such Major Lease. Unless otherwise consented to by Agent in writing, Agent's exercise of any of the rights provided herein shall preclude the applicable Assignor 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 Assignors.

8.1 Remedies. Upon the occurrence of an Event of Default, Assignors' License to collect Rents shall immediately cease and terminate, unless Agent shall otherwise notify Assignors 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 the applicable Assignor 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, the applicable Assignor'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. Assignors shall also pay to Agent, promptly upon any Event of Default: (a) all rent prepayments and security or other deposits paid to Assignors 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. Assignors hereby irrevocably authorize 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. Assignors agree 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 an Assignor to the contrary. Assignors shall have no claim against any Lessee for any Rents paid by Lessee to Agent.

8.3 Assignment of Defaulting Assignor's Interest in Lease. Agent shall have the right to assign Assignors' right, title and interest in and to the applicable Leases to any person acquiring title to the Property through foreclosure or otherwise. Such assignee shall not be liable to account to the applicable Assignor 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 Credit Agreement, the Notes, the Mortgages and

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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) incurred by Agent pursuant to the powers contained in this Assignment shall be immediately reimbursed by Assignors to Agent on demand, shall be secured hereby and, if not paid by Assignors, shall bear interest from the date due at the Default Rate (as defined in the Credit Agreement). Agent shall not be liable to account to Assignors for any action taken pursuant hereto, other than to account for any Rents actually received by Agent.

9. **Indemnification of Agent.** Assignors hereby agree to indemnify, defend, protect and hold Agent and/or Banks harmless from and against any and all liability, loss, cost, expense or damage (including reasonable attorney fees) that Agent and/or Banks 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 and/or Banks 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 Mortgages 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 and/or Banks 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 Assignors. Such reimbursement shall include interest at the Default Rate provided in the Credit Agreement, 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 Mortgages and replacements thereof, which replacements of the Obligations or the Mortgages may be on the same terms as, or on terms different from, the present terms of the Obligations or the Mortgages, 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, Assignors hereby appoint Agent as their attorney-in-fact, with full authority in the place of Assignors, at the option of Agent at any time after the occurrence of an Event of Default, and in the name of Assignors 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)

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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 Assignors 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. **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 Mortgages are 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 Credit 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.

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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 Mortgages, subject in all events to the provisions of the Mortgages regarding transfers of the Property by Assignors. 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 Assignors, all obligations of Assignors hereunder shall be joint and several.

14.8 Expenses. Assignors 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. ASSIGNORS AND AGENT, BY ITS ACCEPTANCE HEREOF, HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG ASSIGNORS AND AGENT ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT, OR ANY RELATIONSHIP BETWEEN ANY ASSIGNOR AND AGENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO BANKS TO PROVIDE THE CREDIT FACILITY DESCRIBED HEREIN AND IN THE OTHER LOAN DOCUMENTS.

16. JURISDICTION AND VENUE. EACH ASSIGNOR AND AGENT, BY ITS ACCEPTANCE HEREOF, HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY ANY ASSIGNOR AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS ASSIGNMENT SHALL BE LITIGATED IN THE MANNER SET FORTH IN THE MORTGAGES.

17. Partial Releases. This Assignment shall be partially released to the same extent, and upon the same terms and conditions, as partial releases of the Mortgage encumbering the Property shall be granted by Agent.

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NOTICE

THIS ASSIGNMENT ORIGINALLY CONTEMPLATED 27 PARCELS CONSTITUTING THE PROPERTY, HOWEVER THE COOK COUNTY RECORDER OF DEEDS WILL NO LONGER ACCEPT A RECORDABLE DOCUMENT WITH MORE THAN 10 PARCELS. PP MB 3 AND HAFNIUM DO NOT OWN ANY OF THE PROPERTY IDENTIFIED ON EXHIBIT A ATTACHED HERETO, BUT THEY HAVE TRANSFERRED AND ASSIGNED THEIR RESPECTIVE INTERESTS IN THEIR RESPECTIVE LEASES AND RENTS PURSUANT TO COUNTERPART ASSIGNMENTS RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS ON FEBRUARY , 2014 AS DOCUMENT NO. 1406441077 AND DOCUMENT NO. 1406441079 (THE "COUNTERPART ASSIGNMENTS"). PP MB 3 AND HAFNIUM DO NOT HAVE ANY OBLIGATIONS UNDER THIS ASSIGNMENT, BUT THEY DO HAVE OBLIGATIONS UNDER THE COUNTERPART ASSIGNMENTS, AND AS BORROWERS UNDER THE LOAN DOCUMENTS.

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

ASSIGNORS:

PP MB 1, LLC, an Illinois limited liability company

By: Pangea Equity Partners II, L.P., a Delaware limited partnership

Its: Managing Member

By: Pangea Properties, a Maryland real estate investment trust

Its: General Partner

By: 
Name: Patrick Borchard
Its: Secretary

PP MB 2, LLC, an Illinois limited liability company

By: Pangea Equity Partners II, L.P., a Delaware limited partnership

Its: Managing Member

By: Pangea Properties, a Maryland real estate investment trust

Its: General Partner

By: 
Name: Patrick Borchard
Its: Secretary

PP MB 3, LLC, an Illinois limited liability company

By: Pangea Equity Partners II, L.P., a Delaware limited partnership

Its: Managing Member

By: Pangea Properties, a Maryland real estate investment trust

Its: General Partner

By: 
Name: Patrick Borchard
Its: Secretary

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RODINIA HOLDINGS 4, LLC, an Illinois limited liability company

By: Pangea Equity Partners II, L.P., a Delaware limited partnership
Its: Managing Member


By: Pangea Properties, a Maryland real estate investment trust
Its: General Partner

By: 
Name: Patrick Borchard
Its: Secretary

RODINIA HOLDINGS 6, LLC, an Illinois limited liability company

By: Pangea Equity Partners II, L.P., a Delaware limited partnership
Its: Managing Member

By: Pangea Properties, a Maryland real estate investment trust
Its: General Partner

By: 
Name: Patrick Borchard
Its: Secretary

OCEANIA HOLDINGS 26, LLC, a Delaware limited liability company

By: Pangea Equity Partners II, L.P., a Delaware limited partnership
Its: Managing Member

By: Pangea Properties, a Maryland real estate investment trust
Its: General Partner

By: 
Name: Patrick Borchard
Its: Secretary

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HAFNIUM RENTAL PROPERTIES, LLC, a Delaware limited liability company

By: Pangea Equity Partners II, L.P., a Delaware limited partnership
Its: Managing Member

By: Pangea Properties, a Maryland real estate investment trust
Its: General Partner

By: 
Name: Patrick Borchard
Its: Secretary

Property of Cook County Clerk's Office

COOK COUNTY
REGISTERED DEEDS
SEARCHED _____

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

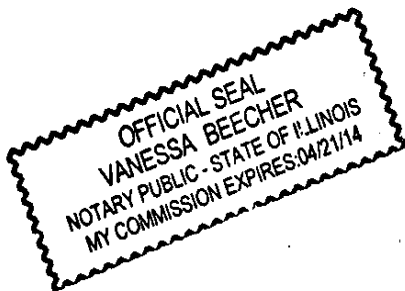
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **PATRICK BORCHARD**, the Secretary of Pangea Properties, a Maryland real estate investment who is the general partner of Pangea Equity Partners II, L.P., a Delaware limited liability company, who is the Managing Member of each of **PP MB 1, LLC**, an Illinois limited liability company, **PP MB 2, LLC**, an Illinois limited liability company, and **PP MB 3, LLC**, an Illinois limited liability company, **RODINIA HOLDINGS 4, LLC**, an Illinois limited liability company, **RODINIA HOLDINGS 6, LLC**, an Illinois limited liability company, **OCEANIA HOLDINGS 26, LLC**, a Delaware limited liability company, and **HAFNIUM RENTAL PROPERTIES, 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 companies, and that he was duly authorized to execute the instrument on behalf of said companies, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25 day of FEB., 2014.

Vanessa Beecher
Notary Public

My Commission Expires:

4/21/14



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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 11:

LOT 6 (EXCEPT THE NORTH 10 FEET THEREOF) ALL OF LOT 7, ALL OF LOT 8, LOT 9 (EXCEPT THE SOUTH 6 FEET THEREOF) IN BLOCK 114 IN CORNELL, BEING A SUBDIVISION IN SECTION 26 AND 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Owned by: PP MB 2, LLC, an Illinois limited liability company
Organizational ID of Owner: 04327357
Property Address: 7915 S. Drexel Avenue, Chicago, Illinois
PIN: 20-35-101-031-0000

PARCEL 12:

THE NORTH 10 FEET OF LOT 35 AND ALL OF LOTS 36, 37, 38, 39, 40 AND 41 IN BLOCK 113 IN CORNELL, BEING A SUBDIVISION IN SECTIONS 26 AND 35, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Rodinia Holdings 6, LLC, an Illinois limited liability company
Organizational ID of Owner: 03699579
Property Address: 7917-27 S. Drexel Avenue, Chicago, Illinois
PIN: 20-35-102-002-0000

PARCEL 13:

LOTS 26 AND 27 IN BLOCK 111 CORNELL, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Owned by: PP MB 2, LLC, an Illinois limited liability company
Organizational ID of Owner: 04327357
Property Address: 7949 S. Ellis Avenue, Chicago, Illinois
PIN: 20-35-104-014-0000

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PARCEL 14:

LOT 13 (EXCEPT THE NORTH 6 FEET), LOTS 14, 15, 16, 17, 18 AND THE NORTH 16 FEET OF LOT 19 IN BLOCK 113 IN CORNELL, A SUBDIVISION OF SECTION 26 AND SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Owned by: Oceania Holdings 26, LLC, a Delaware limited liability company
Organizational ID of Owner: 4730245
Property Address: 7930-46 S. Ingleside Avenue, Chicago, Illinois
PIN: 20-35-102-011-0000

PARCEL 15:

LOTS 1 TO 4, IN BLOCK 5 OF CENTRAL PARK ADDITION TO CHICAGO, BEING THAT PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 13, LYING NORTH OF BARRY POINT ROAD, RECORDED NOVEMBER 11, 1969, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Owned by: Rodinia Holdings 4, LLC, an Illinois limited liability company
Organizational ID of Owner: 03699544
Property Address: 3501 W. Adams Street, Chicago, Illinois
PIN: 16-14-208-015-0000

PARCEL 16:

LOTS 16 AND 17 IN BLOCK 8 IN SONNENSCHNEIN AND SOLOMON'S PARK MANOR SUBDIVISION OF BLOCKS 5, 7 AND 12 IN THE SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Owned by: PP MB 1, LLC, an Illinois limited liability company
Organizational ID of Owner: 04327292
Property Address: 6923-25 S. Indiana Avenue, Chicago, Illinois
PIN: 20-22-315-007-0000

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PARCEL 17:

LOT 2838 IN F.H. BARTLETT'S GREATER CHICAGO SUBDIVISION NO. 7 A SUBDIVISION OF THE WEST 3/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1917 AS DOCUMENT 6147297 IN COOK COUNTY, ILLINOIS.

Owned by: Oceania Holdings 26, LLC, a Delaware limited liability company
 Organizational ID of Owner: 4730245
 Property Address: 222 E. 109th Street, Chicago, Illinois
 PIN: 25-15-312-033-0000

PARCEL 18:

LOT 2837 IN F.H. BARTLETT'S GREATER CHICAGO SUBDIVISION NO. 7 A SUBDIVISION OF THE WEST 3/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1917 AS DOCUMENT 6147297 IN COOK COUNTY, ILLINOIS.

Owned by: Oceania Holdings 26, LLC, a Delaware limited liability company
 Organizational ID of Owner: 4730245
 Property Address: 234-36 E. 109th Street, Chicago, Illinois
 PIN: 25-15-313-028-0000

PARCEL 19:

LOTS 9, 10, AND 11 IN BLOCK 1 IN DYK'S ADDITION TO PULLMAN, BEING A SUBDIVISION OF LOT 2 IN ASSESSORS DIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Owned by: PP MB 1, LLC, an Illinois limited liability company
 Organizational ID of Owner: 04327292
 Property Address: 11250-56 S. Indiana Avenue, Chicago, Illinois
 PIN: 25-22-108-034-0000

PARCEL 20:

LOTS 27, 28 AND 29 IN KENT'S SUBDIVISION OF BLOCK 51 IN THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY'S SUBDIVISION OF PARTS OF SECTION 5 AND 6, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Owned by: PP MB 2, LLC, an Illinois limited liability company
 Organizational ID of Owner: 04327357
 Property Address: 2838 E. 91st Street, Chicago, Illinois
 PIN: 26-06-221-030-0000