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Karen A. Yarbrough
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Date: 01/27/2015 12:13 PM Pg: 1 of 22

Prepared by and

WHEN RECORDED, RETURN TO:
Nutter, McClennen & Fish, LLP
155 Seaport Boulevard
Boston, MA 02210-2604
Attention: Beth H. Mitchell, Esq.

ASSIGNMENT OF RENTS AND LEASES

FROM

SANTA FE INTERESTS, LLC,

a Delaware limited liability company,

TO

CONNECTICUT GENERAL LIFE INSURANCE COMPANY,

a Connecticut corporation

224 South Michigan Avenue, Chicago, Illinois

January 26, 2015

First American Title Order # 709550

Execution Version

20163

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ASSIGNMENT OF RENTS AND LEASES

(Santa Fe Office Building)
224 South Michigan Avenue
Chicago, Illinois

This ASSIGNMENT OF RENTS AND LEASES (this "Assignment") is made as of January ~~26~~, 2015, by SANTA FE INTERESTS, LLC, a Delaware limited liability company, having its principal place of business at c/o Property Manager, 224 South Michigan Avenue, Chicago, Illinois 60604 ("Borrower"), in favor of CONNECTICUT GENERAL LIFE INSURANCE COMPANY, a Connecticut corporation, having a business and mailing address at 900 Cottage Grove Road, Bloomfield, Connecticut 06002, Attention: Debt Asset Management, A4CRI ("Lender").

RECITALS

A. Lender made a loan (the "Loan") to Borrower in the original principal amount of Forty-Seven Million Five Hundred Thousand and No/100 Dollars (\$47,500,000.00), which Loan is evidenced by that certain Promissory Note of even date herewith executed by Borrower in favor of Lender (as the same may be extended, modified, renewed and/or replaced, the "Note"), which Note is secured by, inter alia, that certain Mortgage, Security Agreement, Assignment of Rents, and Fixture Filing of even date herewith executed by Borrower in favor of Lender (as the same may be amended, modified, substituted and/or replaced, the "Mortgage") encumbering Borrower's interest in that certain real property and all of the improvements thereon located in the City of Chicago, County of Cook, and State of Illinois more particularly described in Exhibit A attached hereto and made a part hereof (the "Real Property"), together with the improvements now or hereafter located thereon (the "Property"). The Note, the Mortgage and any other documents evidencing, securing or pertaining to the Loan, as the same may be amended, modified, substituted, and/or replaced, are collectively referred to herein as the "Loan Documents."

B. As a condition precedent to the Loan, Lender required an assignment of rents, leases and security deposits to secure payment, fulfillment, and performance by Borrower of its obligations under the Loan Documents including, without limitation, principal, accrued and unpaid interest, any applicable prepayment fees, any late charges, any attorney fees and any advances (collectively, the "Indebtedness").

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Borrower hereby agrees as follows:

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ARTICLE I

ASSIGNMENT

1.1 Property Assigned. Borrower hereby presently, irrevocably, absolutely and unconditionally assigns and grants to Lender the following property, rights, interests and estates, now owned, or hereafter acquired by Borrower (collectively, the "Assigned Property"):

(a) Leases. All leases, subleases or subsubleases, lettings, licenses, concessions or other agreements made a part thereof (whether written or oral and whether now or hereafter in effect), pursuant to which any Person is granted a possessory interest in, or a right to use or occupy, all or any portion of any space in the Property, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, and the right, title and interest of Borrower, its successors and assigns, therein and thereunder, including, without limitation, the Leases (hereinafter defined) listed on Exhibit B, attached hereto and made a part hereof (the "Schedule of Leases").

(b) Other Leases and Agreements. All other leases and other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Property or any portion thereof now or hereafter made, whether made before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code together with any extension, renewal or replacement of the same. This Assignment of other present and future leases and present and future agreements being effective without further or supplemental assignment. The "leases" described in Subsection 1.1(a) and the leases and other agreements described in this Subsection 1.1(b) are collectively referred to as the "Leases" and the parties to the Leases other than Borrower are collectively referred to as the "Lessees," and individually, as a "Lessee".

(c) Rents. All rents, rent equivalents, parking revenues, income, royalties, receivables, revenues, receipts, license fees, concession fees, lease termination fees, option payments, reimbursements, insurance proceeds, deposits and profits arising from the Leases and renewals thereof together with all rents, rent equivalents, income, issues, fees, receivables, accounts, profits (including, but not limited to, all oil and gas or other mineral royalties and bonuses), charges for services rendered and any and all payment and consideration of whatever form or nature received by Borrower or its agents or employees from any and all sources relating to the use, enjoyment and occupancy of the Property whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively, the "Rents").

(d) Security Deposits. Any and all security deposits, in whatever form, paid or given by or on behalf of any Lessee to Borrower (the "Security Deposits").

(e) Bankruptcy Claims. All of Borrower's claims and rights (the "Bankruptcy Claims") to the payment of damages arising from any rejection by a Lessee of any Lease under the Bankruptcy Code.

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(f) Lease Guaranties. All of Borrower's right, title and interest in and to any and all claims under any and all lease guaranties, letters of credit and any other credit support (individually, a "Lease Guaranty," collectively, the "Lease Guaranties") given by any guarantor in connection with any of the Leases or leasing commissions (individually, a "Lease Guarantor," collectively, the "Lease Guarantors").

(g) Proceeds. All proceeds from the sale or other disposition of the Leases, the Rents, the Security Deposits, the Lease Guaranties and the Bankruptcy Claims.

(h) Other. All rights, powers, privileges, options and other benefits of Borrower as lessor under the Leases and Security Deposits and beneficiary under the Lease Guaranties, including without limitation the immediate and continuing right to make claim for, receive and collect all Rents payable or receivable under the Leases, the Security Deposits and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Indebtedness), and to do all other things which Borrower or any lessor is or may become entitled to do under the Leases, the Security Deposits or the Lease Guaranties.

(i) Entry. The right, at Lender's option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents.

(j) Power of Attorney. Borrower's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in Section 4.2 of this Assignment and any or all other actions designated by Lender for the proper management and preservation of the Property.

(k) Other Rights and Agreements. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (j) above, and all amendments, modifications, replacements, renewals and substitutions thereof.

ARTICLE II

LICENSE TO COLLECT

2.1 Present Assignment and License Back. It is intended by Borrower that this Assignment constitute a present, absolute assignment of the Leases, Rents, Security Deposits, Lease Guaranties and Bankruptcy Claims, and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 2.1, Lender grants to Borrower a revocable license ("Revocable License") to collect, receive, use and enjoy the Rents, Security Deposits and other sums due under the Lease Guaranties, and Borrower shall hold such Rents, Security Deposits and all sums received pursuant to any Lease Guaranty, or a portion thereof sufficient to discharge all current sums due on the Indebtedness, in trust for the benefit of Lender for use in the payment of such sums.

2.2 Notice To Lessees. Borrower hereby authorizes and directs the Lessees named in the Leases or any other future lessees or occupants of the Property and all Lease Guarantors to pay over to Lender or to such other party as Lender directs all Rents and all sums due under any Lease Guaranties upon receipt from Lender of written notice to the effect that Lender is then the

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holder of this Assignment and that an Event of Default exists, and to continue so to do until otherwise notified by Lender.

ARTICLE III

WARRANTIES AND COVENANTS

3.1 Warranties of Borrower. Borrower hereby represents and warrants as follows:

(a) Borrower is the sole holder of the landlord's or owner's interest in the Assigned Property and has good right to sell, assign, transfer and set over the Assigned Property to Lender,

(b) Except for the assignment to Lender in the Mortgage, Borrower has made no assignment other than this Assignment of any of Borrower's rights in any of the Assigned Property;

(c) There is no default by Borrower or to Borrower's knowledge by any Lessee under any of the Leases or by any Lease Guarantor under any Lease Guaranty, nor any state of facts which, with the passing of time or giving of notice or both, would constitute a default by Borrower or to Borrower's knowledge by any Lessee under the Leases or by any Lease Guarantor under a Lease Guaranty;

(d) All of the Leases provide for Rent to be paid monthly in advance; all Rent due to date has been collected and no Rent has been collected more than one month in advance;

(e) No Lessee under any of the Leases has any defense, setoff or counterclaim against Borrower;

(f) The Schedule of Leases lists all of the Leases currently in effect for the Property;

(g) Each of the Leases and any amendments thereto submitted by Borrower to Lender constitutes the entire agreement between the parties thereto, and there are no agreements, undertakings, representations, or warranties, either oral or written, which have not been submitted to Lender;

(h) Each of the Leases is valid, in full force and effect, and enforceable in accordance with its terms;

(i) Except as may be shown on the Rent Roll delivered to Lender on the date hereof (the "Rent Roll"), no rental concession in the form of any period of free rent or any other waiver, release, reduction, discount or other alteration of the Rent due or to become due has been granted to any Lessee under the Leases for any period subsequent to the effective date of this Assignment;

(j) Each of the Lessees under the Leases is in occupancy of the premises demised under its Lease or has otherwise accepted such premises; and

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(k) To the best of Borrower's knowledge, except as may be shown on the Rent Roll, no Lessee is the subject of any bankruptcy, insolvency or reorganization proceedings, or of any pending or threatened investigation, disciplinary action, or other proceeding by any governmental or quasi-governmental body having the power to issue criminal or civil sanctions or penalties or any private entity having the power to impose sanctions on the conduct of such Lessee.

3.2 Covenants of Borrower. Borrower hereby covenants and agrees that Borrower shall:

(a) Fulfill, perform and observe all of the obligations of landlord under the Leases;

(b) Give prompt written notice to Lender of any default or claim of default by Borrower or by the Lessee under any of the Leases, along with a complete copy of any written notice of such default or claim of default;

(c) Enforce, short of termination, the performance of the Leases by the Lessees and the performance of the Lease Guaranties by the Lease Guarantors;

(d) Except as provided for herein or in the Mortgage, not alter, modify, amend, terminate or cancel any of the Leases, nor accept a surrender of any of the Leases, nor waive any term or condition of any of the Leases without the prior written consent of Lender;

(e) Not collect or accept Rents more than one month in advance of the time any such Rents become due;

(f) Not, except as provided herein or in the Mortgage, execute any future Leases, or consent to the assignment of the Lessee's interest under any of the Leases, or consent to the subletting thereunder without the prior written consent of Lender;

(g) Not otherwise assign or pledge, or suffer or permit such to occur by operation of law, or contract, expressly or by implication, the landlord's interest in any of the Assigned Property, or any interest therein, or the rights to sue for, collect or receive any Rents, or the rights to receive, hold and apply any Security Deposits under any of the Leases to be provided to the lessor thereunder, or the rights to enforce any of the agreements, terms, covenants or conditions of the Leases or to give notices thereunder, unless in each instance written consent thereto of Lender has been first obtained;

(h) Not permit any of the Leases to become subordinate to any lien other than the lien of the Mortgage;

(i) Not, except as provided for herein or in the Mortgage, alter, modify, change, release, waive, cancel or terminate the terms of any Lease Guaranty in whole or in part without the prior written consent of Lender;

(j) Not take any action which will cause or permit the estate of any Lessees under the Leases to merge with Borrower's interest in the Property;

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(k) Furnish to Lender promptly a fully executed copy (certified by Borrower to be true, complete and correct) of each Lease approved, or deemed approved, hereunder; and

(l) Furnish to Lender an original Subordination, Nondisturbance and Attornment Agreement executed by the tenant under any Lease hereafter entered into and an original estoppel, addressed to Lender, from each such tenant in form and substance satisfactory to Lender.

From and after an Event of Default, Borrower shall inform Lender in writing of each and every offer, written or oral, to lease space at the Property, and shall not, without Lender's prior written consent, accept or decline any such offer.

Notwithstanding the foregoing, for so long as there is no Event of Default or Potential Event of Default (as defined in the Mortgage) under any of the Loan Documents, Lender shall waive its requirement to approve Leases meeting the following requirements (collectively, the "Approval Waiver Requirements"):

(i) The Lease covers an area no greater than 75,000 square feet of net rentable area;

(ii) The Lease is written on a standard form of Lease which Lender has previously approved in writing, with no material changes;

(iii) The term of the Lease is not less than one (1) year and not greater than ten (10) years, including any renewal or extension options; provided, however, a renewal or extension option that would result in renewal or extension beyond such ten (10) year period shall be permitted if the rent for such extension or renewal period shall be at least 95% of the then current market effective rent of comparable spaces for competitive properties;

(iv) The effective rent provided for over the Lease term is consistent with the then current market effective rent of comparable space in competitive properties. The schedule of rent shall not decline over the Lease term, including any extension, unless in the case of an extension or renewal, such rent shall be at least 95% of the then current market effective rent of comparable spaces for competitive properties. At Lender's option, an effective rent schedule shall be provided by Borrower annually for written approval by Lender;

(v) The Lease does not (i) grant the tenant any purchase option or right of first refusal to purchase all or any portion of the Real Property, (ii) grant the tenant any interest in the ownership of the Real Property or provide any incentives equivalent to an ownership interest in the Real Property, or (iii) otherwise contain terms that would cause a material impairment of Lender's security;

(vi) The Lease does not provide for the payment for tenant improvement work or leasing commissions, or the granting of any rental concessions, at any time other than at commencement of the Lease;

(vii) The Lease shall be an arms length transaction and not be to Borrower, an Affiliate (as defined in Mortgage) of Borrower, or a creditor of Borrower and

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Borrower shall not assign any portion of the rental to any third party; provided, however, a Lease may be to The University of Notre Dame du Lac ("Notre Dame") meeting the other criteria in this section and the financial terms are set on an arm's length basis and are consistent with market leases to similar entities in similar buildings to the Real Property; and

(viii) The tenant shall be obligated to take possession immediately upon completion of any required tenant improvements.

3.3 Covenant of Lender. Upon the payment in full of the Indebtedness, this Assignment shall be terminated and released of record by Lender and shall thereupon be of no further force or effect.

ARTICLE IV

DEFAULTS; LENDER'S REMEDIES

4.1 Events of Default. Any of the following shall constitute an event of default hereunder ("Event of Default"):

(a) The occurrence of an Event of Default under, and as defined and described in, the Note, the Mortgage or any other of the Loan Documents;

(b) Any breach by Borrower of any covenant, agreement, or condition of this Assignment, which is not cured within thirty (30) days after written notice of the breach from Lender to Borrower, provided, however, that if the nature of such failure to perform is such that the same cannot be cured within such thirty (30) day period, there shall not be deemed to be an Event of Default if Borrower shall, within such period, commence to cure that failure to perform and thereafter diligently prosecute the cure to completion, but in no event to exceed one hundred twenty (120) days in the aggregate; and

(c) Any representation or warranty by Borrower contained in this Assignment proves to be untrue or misleading in any material respect.

4.2 Remedies. Upon an Event of Default, Lender may at any time thereafter, at its option and without notice or demand of any kind, and without regard to the adequacy of security for payment of the Indebtedness, exercise any or all of the following remedies:

(a) Declare all of the Indebtedness immediately due and payable;

(b) Take physical possession of the Property and of all books, records, documents and accounts relating to the Property and Borrower's business thereon, and manage and operate the Property and Borrower's business thereon without interference from Borrower, at Borrower's expense, including, without limitation, the right to rent and lease the Property and to hire a manager for the Property;

(c) With or without taking possession of the Property, collect the Rents and any other sums owing under any of the Leases, either by itself or through a receiver, the license to collect Rents given to Borrower by Lender pursuant to Article II hereof being deemed

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automatically revoked upon an Event of Default and Borrower hereby consenting to the appointment of a receiver upon the occurrence of an Event of Default;

(d) In Borrower's or Lender's name, institute any legal or equitable action which Lender, in its sole discretion, deems desirable to collect any or all of the Rents;

(e) Perform any or all obligations of Borrower under any of the Leases or this Assignment and take such actions as Lender deems appropriate to protect its security, including, without limitation: (i) appearing in any action or proceeding affecting any of the Leases or the Property; (ii) executing new leases and modifying, terminating or canceling existing Leases; (iii) collecting, modifying and compromising any Rents payable under the Leases; (iv) enforcing any of the Leases, including, if necessary, evicting tenants; and

(f) Any other remedies available to Lender under applicable law.

To the extent not prohibited by applicable law, Lender shall, as a matter of right, without notice and without giving bond to Borrower or anyone claiming by, under or through Borrower, and without regard for the solvency or insolvency of Borrower or the then value of the Property, pursuant to Illinois law, or other applicable law and upon application to a court of competent jurisdiction, be entitled to have a receiver appointed for all or any part of the Property and the Rents, and the proceeds, issues and profits thereof, with the rights and powers referenced below and such other rights and powers as the court making such appointment shall confer, and Borrower hereby consents to the appointment of such receiver and shall not oppose any such appointment. Such receiver shall have all powers and duties prescribed by applicable law, all other powers which are necessary or usual in such cases for the protection, possession, control, management and operation of the Property, and such rights and powers as Lender would have, upon entering and taking possession of the Property. Borrower shall pay to Lender, upon demand, all of Lender's costs and expenses, including, without limitation, receiver's fees and expenses and attorneys' fees and expenses, incurred pursuant to this paragraph, plus interest thereon at the Default Rate, and all such amounts shall be additional indebtedness secured hereby.

The foregoing remedies are in addition to any remedies afforded Lender under any other of the Loan Documents or in law or equity, by statute or otherwise, all of which rights and remedies are reserved by Lender. All of the remedies of Lender shall be cumulative and may be exercised at Lender's option concurrently or successively and the exercise or beginning of exercise by Lender of any such remedies shall not preclude the simultaneous or subsequent exercise of the same remedy or any other remedy available to Lender. No failure or delay on the part of Lender to exercise any remedy shall operate as a waiver thereof.

4.3 Application of Proceeds. Any amounts collected by Lender hereunder shall be applied by Lender, to pay, in such order as Lender shall elect, the Indebtedness, including all principal; accrued, unpaid interest; prepayment fees; late charges; advances; and all costs and expenses, including attorneys fees, incurred by Lender in operating, protecting, preserving and realizing on Lender's interest in the Property including any fees incurred in the representation of Lender in any proceeding under Title 11, United States Code; and any other amount due under the Note, the Mortgage or any other of the Loan Documents.

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It is understood and agreed that neither the assignment of the Rents to Lender nor the exercise by Lender of any of its rights or remedies under this Assignment shall be deemed to make Lender a "Mortgagee-in-Possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any portion thereof, unless and until Lender, in person or agent, assumes actual possession thereof, nor shall appointment of a receiver by any court at the request of Lender or by agreement with Borrower or the entering into possession of the Property or any part thereof by such receiver be deemed to make Lender a "Mortgagee-in-Possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any portion thereof.

ARTICLE V

NO LIABILITY; INDEMNIFICATION

5.1 No Liability. Nothing in this Assignment shall be construed to impose upon Lender any obligation or responsibility of Borrower, to any Lessee under any of the Leases or to any other third party, for the control, care, management or repair of the Property; the performance of any of the landlord's obligations under the Leases; or for any dangerous or defective condition on the Property.

5.2 Indemnification. Borrower shall indemnify and hold Lender harmless from and against all obligations, liabilities, losses, costs, expenses, civil fines, penalties or damages (including attorneys fees) which Lender may incur by reason of this Assignment or in connection with any of the Leases or with regard to the Property prior to such time as Lender takes actual physical possession of and manages and operates the Property after an Event of Default. Borrower shall, with counsel satisfactory to Lender, defend Lender against any claim or litigation involving Lender for the same. Should Lender incur such obligation, liability, loss, cost, expense, civil fine, penalty or damage, Borrower shall reimburse Lender upon demand. Any amount owed Lender under this provision shall bear interest at the "Default Rate" defined and described in the Note and shall be secured by the Loan Documents.

ARTICLE VI

MISCELLANEOUS

6.1 Modifications, Etc. Borrower hereby consents and agrees that Lender may at any time and from time to time, without notice to or further consent from Borrower, either with or without consideration, surrender any property or other security of any kind or nature whatsoever held by Lender or by any person, firm or corporation on Lender's behalf or for its account, securing the Indebtedness; substitute for any collateral so held by Lender, other collateral of like kind, or of any kind; extend or renew the Note, the Mortgage or any other of the Loan Documents for any period; grant releases, compromises and indulgences with respect to the Note, the Mortgage or any other of the Loan Documents to any person or entities now or hereafter liable thereunder or hereunder; release any guarantor or endorser of the Note, the Mortgage or any other of the Loan Documents; and no such action which Lender shall take or fail to take in connection with the Loan Documents, or any of them, or any security for the payment of the Indebtedness or for the performance of any obligations or undertakings of

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Borrower, nor any course of dealing with Borrower or any other person, shall release Borrower's obligations hereunder, affect this Assignment in any way or afford Borrower any recourse against Lender. The provisions of this Assignment shall extend and be applicable to all renewals, amendments, extensions, consolidations and modifications of the Loan Documents and the Leases, and any and all references herein to the Loan Documents or the Leases shall be deemed to include any such renewals, amendments, extensions, consolidations or modifications thereof.

6.2 Further Assurance. At any time and from time to time, upon request by Lender, Borrower will make, execute and deliver, or cause to be made, executed and delivered, to Lender and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Lender, any and all such other and further assignments, deeds to secure debt, mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may, in the opinion of Lender, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve (a) the obligations of Borrower under this Assignment and (b) the security interest created by this Assignment as a first and prior security interest upon the Leases and the Rents. Upon any failure by Borrower so to do, Lender may make, execute, record, file, rerecord and/or refile any and all such assignments, deeds to secure debt, mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments, certificates, and documents for and in the name of Borrower, and Borrower hereby irrevocably appoints Lender the agent and attorney in fact of Borrower so to do.

6.3 Successors and Assigns. All of the terms and conditions of this Assignment are hereby made binding upon the executors, heirs, administrators, successors and permitted assigns of both Lender and Borrower, including any trustee or debtor-in-possession appointed in any proceeding under Title 11, United States Code.

6.4 Notices. Any notice, request, demand, statement, consent or other communication ("Notice") made hereunder shall be in writing signed by the party giving such Notice and shall be deemed to have been properly given when (i) delivered personally or such personal delivery is refused, (ii) delivered to a reputable overnight delivery service providing a receipt or (iii) deposited in the United States Mail, postage prepaid and registered or certified return receipt requested, at the address set forth below, or at such other address within the continental United States of America as may have theretofore been designated in writing. The effective date of any Notice given as aforesaid shall be, respectively, (i) the date of personal service or refusal to accept delivery, (ii) one (1) Business Day (as hereinafter defined) after delivery to such overnight delivery service, or (iii) three (3) Business Days after being deposited in the United States Mail, whichever is applicable. For purposes hereof, the addresses are as follows:

Borrower

SANTA FE INTERESTS, LLC
c/o Property Manager
224 South Michigan Avenue
Chicago, IL 60604

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with copies to: University of Notre Dame Investment Office
1251 N. Eddy Street, Suite 400
South Bend, IN 46617-1403
Attn: Brian R. Patterson

and

Mayer Brown LLP
71 S. Wacker Drive
Chicago, IL 60606-4637
Attn: John J. Gearen/Jonathan S. Baker

Lender: Connecticut General Life Insurance Company
c/o CIGNA Investments, Inc.
900 Cottage Grove Road, Wilde Building
Bloomfield, CT 06002
Attn: Debt Asset Management, A4CRI

with copies to: CIGNA Corporation
900 Cottage Grove Road, Wilde Building
Hartford, CT 06152
Attn: Real Estate Law, A5LGL

and

Nutter, McClellan & Fish, LLP
155 Seaport Boulevard
Boston, MA 02210-2604
Attn: Beth H. Mitchell, Esq.

6.5 Governing Law. This Assignment shall be construed, and the rights and obligations of Lender and Borrower shall be determined, in accordance with the laws of the State of Illinois.

6.6 Captions. The captions of this Assignment are inserted only for the purpose of convenience, and in no way define, limit or prescribe the scope or extent of this Assignment or any part hereof.

6.7 Exhibits. All Exhibits referred to herein and attached hereto are hereby incorporated and made a part of this Assignment.

6.8 No Oral Modifications; Amendments. Nor oral amendment to this Assignment shall be binding on the parties hereto. Any modification of or amendment to this Assignment must be in writing signed by both parties.

6.9 Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require.

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6.10 Invalidity. If any provision of this Assignment shall be held invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Assignment.

6.11 Attorneys' Fees. Any reference to "attorney fees", "attorney's fees", or "attorneys' fees" in this Assignment includes but is not limited to both the fees, charges and costs incurred by Lender through its retention of outside legal counsel and the allocable fees, costs and charges for services rendered by Lender's in-house counsel. Any reference to "attorney fees", "attorney's fees" or "attorneys' fees" shall also include but not be limited to those attorneys or legal fees, costs and charges incurred by Lender in the collection of any Indebtedness, the enforcement of any obligations hereunder, the protection of the Property, the foreclosure of (or exercise of power of sale under) the Mortgage, the sale of the Property, the defense of actions arising hereunder and the collection, protection or setoff of any claim Lender may have in a proceeding under Title 11, United States Code. Attorney's fees provided for hereunder shall accrue whether or not Lender has provided notice of an Event of Default or of an intention to exercise its remedies for such Event of Default.

6.12 Waiver of Trial by Jury. Lender and Borrower each hereby waive their right to a trial by jury as to any matter arising out of or concerning the subject matter of this Assignment.

6.13 Joint and Several Liability. If more than one person, corporation, partnership or other entity shall execute this Assignment, then each person and entity shall be fully liable for all obligations of Borrower hereunder, and such obligations shall be joint and several.

6.14 Lender's Obligations as Lessor. Nothing in this Assignment shall be construed to obligate Lender, expressly or by implication, to perform any of the covenants of Borrower as lessor under any of the Leases assigned herein, or to pay any sum of money or damages therein provided to be paid by the lessor.

If Lender shall from time to time suffer or permit Borrower to sue for, collect, or receive any Rents, or to receive, hold or apply any bonds or security under the Leases, or to enforce any of the agreements, terms, covenants or conditions thereunder, or to give notices thereunder, neither such sufferance nor permission shall constitute a waiver or relinquishment by Lender of the rights hereunder and hereby assigned to Lender with respect to any subsequent Rents, or with respect to any subsequent receipt, holding or application of bonds or security, or any subsequent enforcement of such agreements, terms, covenants or conditions, or any subsequent notices.

6.15 Business Day/Business Days. The term "Business Day" or "Business Days" as used in this Assignment shall mean any calendar day other than Saturday, Sunday or a federal holiday on which the U.S. Postal Service offices are closed for business in one or more of Chicago, Illinois, or Bloomfield, Connecticut.

6.16 Defined Terms. Capitalized terms used herein but not defined have the meanings ascribed to them in the Mortgage.

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IN WITNESS WHEREOF, Borrower has duly executed this Assignment, as a sealed instrument, as of the day and year first above written.

BORROWER:

SANTA FE INTERESTS, LLC, a Delaware limited liability company

By: HP Santa Fe LLC, an Illinois limited liability company, its Administrative Member

By: *Ronald C Lunt*
Name: Ronald C Lunt
Title: Managing Member

Property of Cook County Office

ACKNOWLEDGEMENT

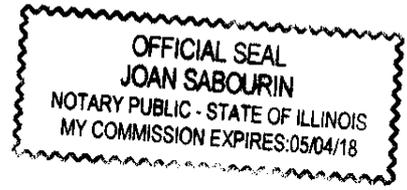
STATE OF Illinois)
) SS
COUNTY OF Alu Page)

I, Joan Sabourin, a Notary Public in and for and residing in said County and State, do hereby certify that RONALD C. LUNT, the MANAGING MEMBER of HP SANTA FE LLC, which is the ADMINISTRATIVE MEMBER of Santa Fe Interests, LLC, a Delaware limited liability company, personally known to me to be the same person whose named is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of January, 2015.

Joan Sabourin
Notary Public

My Commission Expires: 05/04/18



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EXHIBIT A

TO

ASSIGNMENT OF RENTS AND LEASES

Description of Property

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

THE SOUTH 15 FEET OF LOT 5 AND SUB LOTS 1 AND 2 OF LOT 8 AND ALL OF LOT 9
IN BLOCK 5 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO IN THE WEST
HALF OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 14,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 224 S Michigan Ave, Chicago, IL 60604
Pin: 17-15-105-013

Property of Cook County Clerk's Office

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EXHIBIT B

TO

ASSIGNMENT OF RENTS AND LEASES

Schedule of Leases

224 South Michigan Avenue, Chicago, Illinois
Leases

Suite	Tenant Name	Document
Suite 550- 900 -1000	SOM	Lease
Suite 550- 900 -1000	SOM	Temporary Space Memorandum - Suite 660 and 445
Suite 550- 900 -1000	SOM	Storage Lease - B-6 and B-14
Suite 550- 900 -1000	SOM	Letter regarding restoration and removal of shelf structure
Suite 550- 900 -1000	SOM	1st Amendment
Suite 550- 900 -1000	SOM	2nd Amendment
Suite 550- 900 -1000	SOM	3rd Amendment
Suite 550- 900 -1000	SOM	Temp Space letter - Suite 840
Suite 550- 900 -1000	SOM	4th Amendment
Suite 550- 900 -1000	SOM	5th Amendment
Suite 550- 900 -1000	SOM	Temp Space letter - Suite 445
Suite 550- 900 -1000	SOM	6th Amendment
Suite 550- 900 -1000	SOM	7th Amendment

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Suite 550- 900 -1000	SOM	8th Amendment
Suite 550- 900 -1000	SOM	Storage Lease - B-122
Suite 550- 900 -1000	SOM	Commencement Memo - Suite 500
Suite 550- 900 -1000	SOM	9th Amendment
Suite 550- 900 -1000	SOM	10th Amendment
Suite 550- 900 -1000	SOM	11th Amendment
Suite 550- 900 -1000	SOM	12th Amendment
Suite 550- 900 -1000	SOM	13th Amendment
Suite 550- 900 -1000	SOM	14th Amendment
Suite 550- 900 -1000	SOM	15th Amendment
Suite 1300-1400	VOA	Lease
Suite 1300-1400	VOA	Storage Lease
Suite 1300-1400	VOA	Letter regarding TI (restoration)
Suite 1300-1400	VOA	Sublease with Design Workshop
Suite 220- 350	University of Notre Dame - Mendoza College of Business	Lease
Suite 220- 350	University of Notre Dame - Mendoza College of Business	1st Amendment
Suite 200	University of Notre Dame Development Office	Lease
Suite 250	University of Notre Dame - Law School	Lease
Suite 380	Notre Dame Club of Chicago	Lease
Suite 263	University of Notre Dame - School of Architecture	Lease
Suite 400	The Student Conservation Association	Lease

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Suite 101	Bye Bye Chicago	Lease
Suite 101	Bye Bye Chicago	1st Amendment
Suite 101	Bye Bye Chicago	Change Name
Suite 101	Bye Bye Chicago	Change Notice Address Letter
Suite 101	Bye Bye Chicago	2nd Amendment
Suite 113	Segway Experience	Lease Commencement Date Memorandum
Suite 113	Segway Experience	Lease
Suite 113	Segway Experience	1st Amendment
Suite 113	Segway Experience	2nd Amendment
Suite 113	Segway Experience	3rd Amendment
Suite B-4	Segway Experience	Storage Lease
Suite 800	Office of the Chapter 13 Trustee	Lease
Suite 800	Office of the Chapter 13 Trustee	1st Amendment
Suite 800	Office of the Chapter 13 Trustee	2nd Amendment
Suite 800	Office of the Chapter 13 Trustee	3rd Amendment
Suite 600	Motorola Solutions	Lease
Suite 700	Motorola Solutions	Lease
Suite 370	Morris Visitor Communications	Lease
Suite 370	Morris Visitor Communications	1st Amendment
Suite 370	Morris Visitor Communications	2nd Amendment
Suite 420	Martin Partners	Lease
Suite 420	Martin Partners	1st Amendment

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Suite 420	Martin Partners	2nd Amendment
Suite 420	Martin Partners	3rd Amendment
Suite 420	Martin Partners	4th Amendment
Suite 420	Martin Partners	5th Amendment
Suite 420	Martin Partners	6th Amendment
Suite 420	Martin Partners	7th Amendment
Suite 420	Martin Partners	8th Amendment
Suite 420	Martin Partners	Commencement Date Memorandum
Suite 1600	Ladas & Parry	Lease
Suite 1600	Ladas & Parry	1st Amendment
Suite 1600	Ladas & Parry	Commencement Date Memorandum
Suite 1600	Ladas & Parry	2nd Amendment
Suite 1600	Ladas & Parry	Telephone Close Use Agreement
Suite 1600	Ladas & Parry	Storage
Suite 1600	Ladas & Parry	Storage Lease B-120
Suite 1600	Ladas & Parry	3rd Amendment
Suite 1600	Ladas & Parry	TI Extension Letter
Suite 1600	Ladas & Parry	TI Convert to Rent Letter
Suite 490	Kinoy, Taren & Geraghty	Lease
Suite 490	Kinoy, Taren & Geraghty	Commencement Date Memorandum
Suite 490	Kinoy, Taren & Geraghty	Letter - Name Change
Suite 490	Kinoy, Taren & Geraghty	1st Amendment

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Suite 490	Kinoy, Taren & Geraghty	2nd Amendment
Suite 490	Kinoy, Taren & Geraghty	3rd Amendment
Suite 490	Kinoy, Taren & Geraghty	4th Amendment
Suite 245	Harding Partners	Lease
Suite 245	Harding Partners	1st Amendment
Suite 245	Harding Partners	2nd Amendment
Suite 1700	Goettsch	Lease
Suite 1700	Goettsch	1st Amendment
Suite 1700	Goettsch	2nd Amendment
Suite 445	GSA	Lease
Suite 445	GSA	Amendment 1
Suite 445	GSA	Amendment 2
Suite 103	Follett Bookstore	Lease
Suite 1500	Euromonitor	Lease
Suite 1500	Euromonitor	Commencement Date Memorandum
Suite 1100-1200	EimerStahl	Lease
Suite 1100-1200	EimerStahl	Commencement Date Memorandum
Suite 1100-1200	EimerStahl	Storage Lease - B-
Suite 1100-1200	EimerStahl	Letter - Name Change 2003
Suite 1100-1200	EimerStahl	Letter - Temporary Storage Suite 368
Suite 1100-1200	EimerStahl	Letter - Temporary Storage Suite 445
Suite 1100-1200	EimerStahl	Letter to Exercise Termination Right - 2004

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Suite 1100-1200	EimerStahl	1st Amendment
Suite 1100-1200	EimerStahl	Storage Lease - Suite 1280
Suite 1100-1200	EimerStahl	2nd Amendment
Suite 1100-1200	EimerStahl	Storage - B 114
Suite 266	Donald Young Gallery	Lease
Suite 266	Donald Young Gallery	Storage Lease - B-118
Suite 266	Donald Young Gallery	Consent to Sublease with Douglas Dawson Gallery
Suite 266	Donald Young Gallery	Sublease with Douglas Dawson Gallery
Suite 266	Donald Young Gallery	Assignment of Lease to Shirley Weese Young
Suite 108	Corner Bakery	Lease - Retail
Suite 108	Corner Bakery	Guaranty to Lease - Retail
Suite 108	Corner Bakery	1st Amendment
Suite 108	Corner Bakery	2nd Amendment
Suite 108	Corner Bakery	3rd Amendment
Suite 108	Corner Bakery	Consent to IFCB to CB Merger
Suite 104-110-116-430-478- Storage	Chicago Architecture Foundation (CAF)	Lease
Suite 104-110-116-430-478- Storage	Chicago Architecture Foundation (CAF)	1st Amendment
Suite 104-110-116-430-478- Storage	Chicago Architecture Foundation (CAF)	2nd Amendment
Suite 104-110-116-430-478- Storage	Chicago Architecture Foundation (CAF)	Storage Lease - 2000

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Suite 104-110-116-430-478- Storage	Chicago Architecture Foundation (CAF)	3rd Amendment
Suite 104-110-116-430-478- Storage	Chicago Architecture Foundation (CAF)	4th Amendment
Suite 104-110-116-430-478- Storage	Chicago Architecture Foundation (CAF)	5th Amendment
Suite 104-110-116-430-478- Storage	Chicago Architecture Foundation (CAF)	6th Amendment
Suite 104-110-116-430-478- Storage	Chicago Architecture Foundation (CAF)	Storage Lease B15 - 2006
Suite 104-110-116-430-478- Storage	Chicago Architecture Foundation (CAF)	Storage Lease B-3 2009
Suite 104-110-116-430-478- Storage	Chicago Architecture Foundation (CAF)	8th Amendment
Suite 102	Antigua Casa Sherry Brener	Lease
Suite 102	Antigua Casa Sherry Brener	Assignment & Assumption of leases
Suite 102	Antigua Casa Sherry Brener	1st Amendment
Suite 102	Antigua Casa Sherry Brener	2nd Amendment
Suite 102	Antigua Casa Sherry Brener	3rd Amendment
Antenna	Emergency Radio Services	Right of Entry - Business Only Broadband
Suite 330	Anacostia	Lease
Suite 330	Anacostia	1st Amendment
Suite 425	Auldbrass Partners	Lease
Suite 300	Caffarelli & Associates	Lease