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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/28/2016 11:05 AM PG: 1 OF 17

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## RECORDING COVER PAGE

<input type="checkbox"/> DEED	<input type="checkbox"/> RE-RECORD TO
<input type="checkbox"/> MORTGAGE	
<input checked="" type="checkbox"/> ASSIGNMENT OF LEASES AND RENTS	
<input type="checkbox"/> POWER OF ATTORNEY	
<input type="checkbox"/> RELEASE	
<input type="checkbox"/> SUBORDINATION AGREEMENT	

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BOX 333-CTI

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## ASSIGNMENT OF LEASES AND RENTS

Effective: November 30, 2016

from

WMEILL LLC, as assignor,  
an Illinois limited liability company

to

**TD BANK, N.A.**, as assignee,  
a national banking association

### LOCATION OF PREMISES:

2100 Touhy Ave, Elk Grove Village, County of Cook, State of Illinois

Real Property Tax Identification Numbers:

08-26-304-011-0000  
08-26-304-012-0000  
08-26-304-015-0000  
08-26-304-016-0000  
08-26-304-017-0000

### AFTER RECORDING, PLEASE RETURN TO:

**Bart G. Mongelli, Esq.**  
**DeCotiis, Fitzpatrick & Cole, LLP**  
**Glenpointe Centre West**  
**500 Frank W. Burr Boulevard, Suite 31**  
**Teaneck, NJ 07666**

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**THIS ASSIGNMENT OF LEASES AND RENTS** (this "**Assignment**") made effective as of November 30, 2016, by WMEILL LLC, an Illinois limited liability company, as assignor, having its principal place of business at c/o Weiss-Aug Co., Inc., 220 Merry Lane, East Hanover, NJ 07936 ("**Borrower**"), to TD Bank, N.A., a national banking association, having an office at 1100 Lake Street, Ramsey, NJ 07446 ("**Lender**") for itself and as agent for any Affiliate Counterparty or any other Affiliate holding any Indebtedness (together with Lender, each an "**Assignee**" and collectively "**Assignees**")

## RECITALS:

**WHEREAS**, concurrently herewith, Lender is extending credit to Borrower in the initial principal sum of \$1,968,000.00 (the "**Loan**") and, in connection therewith, Borrower has executed and delivered to Lender that certain (a) Mortgage Loan Note, dated of even date herewith, made by Borrower as mortgagor, in favor of Lender as mortgagee, in the original principal amount of \$1,968,000.00 (such Mortgage Loan Note, as the same may be hereafter amended, modified, restated, renewed, replaced, supplemented or extended, being hereinafter called the "**Note**") and which Note evidence the Indebtedness of Borrower to Lender; and which are secured pursuant to that certain Mortgage and Security Agreement dated as of even date hereof (the "**Mortgage**" and together with the Note and related loan and security documents (the "**Loan Documents**"),

**WHEREAS**, to further induce Lender to make the Loan, and it is a condition of making the Loan that Borrower shall have executed and delivered this Assignment for the benefit of Lender;

**WHEREAS**, Borrower may from time to time enter into one or more Hedging Contracts with Affiliate Counterparty;

**WHEREAS**, Affiliate Counterparty will require as a condition to the entry into any Hedging Contracts that Borrower shall have executed and delivered this Assignment for the benefit of such Affiliate Counterparty; and

**WHEREAS**, all capitalized terms used in this Assignment, but not defined herein, shall have the respective meanings accorded such terms in the Mortgage.

**NOW THEREFORE**, in consideration of the making of the Loan and the entry into any Hedging Obligations, and the covenants, agreements, representations and warranties set forth in this Assignment, the parties hereto hereby agree as follows:

## ARTICLE 1 - ASSIGNMENT

Section 1.1 PROPERTY ASSIGNED. Borrower hereby absolutely, irrevocably and unconditionally transfers, assigns, sets over and grants to Lender for itself and as agent for any Affiliate Counterparty or any other Affiliate holding any

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Indebtedness the following property, rights, interests and estates, now owned, or hereafter acquired by Borrower:

(a) Leases. All existing and future "**leases**" and "**lease provisions**" (as described in Exhibit B annexed hereto and made a part hereof) affecting the use, enjoyment, or occupancy of all or any part of that certain lot or piece of land, more particularly described in Exhibit A annexed hereto and made a part hereof, or all or any part of the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (collectively, the "**Property**") and the right, title and interest of Borrower, its successors and assigns, therein and thereunder.

(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 11 U.S.C. §101 et seq., as the same may be amended from time to time (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**" and the "**lease provisions**" 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**".

(c) Rents. All "**rents**" (as described in Exhibit B annexed hereto and made a part hereof) 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) 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.

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

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

(g) Other. All rights, powers, privileges, options and other benefits of Borrower as lessor under the Leases and beneficiary under the Lease Guaranties, including without limitation the immediate and continuing right to make claim for, receive, collect and receipt for all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same

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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 or the Lease Guaranties.

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

(i) 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 3.1 of this Assignment and any or all other actions designated by Lender for the proper management and preservation of the Property.

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

## ARTICLE 2 - TERMS OF ASSIGNMENT

Section 2.1 Present Assignment and License Back. Borrower intends that this Assignment constitute a present, absolute assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims, and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 2.1 and Section 3.1 hereof, Lender grants to Borrower a revocable license to collect and receive the Rents, as well as other sums due under the Lease Guaranties. Borrower shall hold the Rents, as well as 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 itself and as agent for any Affiliate Counterparty, for use in the payment of such sums.

Section 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 holder of this Assignment and that an Event of Default (as defined in the Mortgage) exists, and to continue so to do until otherwise notified by Lender.

Section 2.3 Incorporation by Reference. All representations, warranties, covenants, conditions and agreements contained in the Mortgage, the other Loan Documents and any Hedging Contract, as same may be modified, renewed, substituted or extended are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

Section 2.4 Representations and Warranties of Borrower. Borrower hereby represents and warrants as follows:

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- (a) Borrower is the sole and absolute owner of the entire landlord's or lessor's interest in the Leases and said rents, issues and profits;
- (b) Borrower has made no prior assignment of any of the Leases or with respect to any of said rents, issues or profits;
- (c) Borrower has neither done any act nor omitted to do any act which might prevent Lender from, or limit Lender in, acting under any of the provisions of this Assignment;
- (d) Neither the execution and delivery of this Assignment or any of the Leases, the performance of each and every covenant of Borrower under this Assignment and the Leases, nor the meeting of each and every condition contained in this Assignment, conflicts with, or constitutes a breach or default under, any agreement, indenture or other instrument to which Borrower is a party, or any law, ordinance, administrative regulation or court decree which is applicable to Borrower;
- (e) No action has been brought or, so far as is known to Borrower, is threatened, which would interfere in any way with the right of Borrower to execute this Assignment and perform all of Borrower's obligations contained in this Assignment and in the Leases;
- (f) Borrower has delivered to Lender correct and complete copies of all Leases existing as of the date of this Assignment, and all amendments, exhibits, addenda and schedules thereto;
- (g) Borrower has delivered to Lender the lease agreement between Borrower and Diemasters Manufacturing, Inc., the sole tenant at the Property;
- (h) All tenant improvements or work to be done, furnished or paid for by Borrower, or credited or allowed to a tenant, for, or in connection with, the Property pursuant to any Lease has been completed and paid for or provided for in a manner satisfactory to Lender. No leasing, brokerage or like commissions, fees or payments are due from Borrower in respect of the Leases; and
- (i) No default exists on the part of Borrower in the fulfillment, performance or observance of any of the terms, conditions or covenants of landlord or lessor contained in any of the Leases, and (i) no payment default or any other material default exists on the part of any tenant in the fulfillment, performance or observance of any of the terms, conditions or covenants of tenant or lessee contained in any of the Leases, (ii) to the best of Borrower's knowledge, there are no defenses, counterclaims, offsets, concessions or rebates available to any tenant thereunder, (iii) Borrower has not given or made, or received, any notice of default, or any claim, which remains uncured or unsatisfied, with respect to any of the Leases and (iv) to the best of Borrower's knowledge, there is no basis for any such claim or notice of default by any tenant.



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## ARTICLE 3 - REMEDIES

Section 3.1 Remedies of Lender. Upon the occurrence of an Event of Default, the license granted to Borrower in Section 2.1 of this Assignment shall automatically be revoked, and Lender shall immediately be entitled to possession of all Rents and sums due under any Lease Guaranties, whether or not Lender enters upon or takes control of the Property. In addition, Lender may, at its option, without waiving such Event of Default, without regard to the adequacy of the security for the Indebtedness, either in person or by Lender's nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, (i) dispossess Borrower and its agents and servants from the Property, without liability for trespass, damages or otherwise, and exclude Borrower and its agents or servants wholly therefrom, (ii) take possession of the Property and all books, records and accounts relating thereto, (iii) hold, manage, lease and operate the Property on such terms and for such period of time as Lender may deem proper, (iv) either with or without taking possession of the Property, in its own name, demand, sue for or otherwise collect and receive all Rents and sums due under all Lease Guaranties, including those past due and unpaid, and (v) make from time to time all such alterations, renovations, repairs or replacements to the Property as Lender may deem proper. Lender may apply the Rents collected and sums received under any Lease Guaranties pursuant hereto to the payment of the following in such order and proportion as Lender in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Property, including, without limitation, the salaries, fees and wages of a managing agent, attorneys and such other employees or agents as Lender may reasonably deem necessary or desirable and all reasonable expenses of operating and maintaining the Property, including, without limitation, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Lender may reasonably deem necessary or desirable, and the reasonable cost of all alterations, renovations, repairs or replacements, and all expenses incidental to taking and retaining possession of the Property, and (b) all other Indebtedness, including, without limitation, all costs and expenses, including reasonable attorneys' fees, incurred in the collection of any of all of the Indebtedness, including all costs, expenses and attorneys' fees incurred in seeking to realize on or to protect or preserve Lender's interest in any other collateral securing any or all of the Indebtedness. In addition, upon the occurrence of an Event of Default, Lender, at its option, may (1) complete any construction on the Property in such manner and form as Lender deems advisable, (2) exercise all rights and powers of Borrower, including, without limitation, the right to negotiate, execute, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all sums due under any Lease Guaranties, (3) either require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in possession of Borrower or (4) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise.

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Section 3.2 Other Remedies. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by either Assignee of its rights and remedies under the Mortgage, the Note, the other Loan Documents or any Hedging Contract and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignees under the terms thereof. The right of each Assignee to collect the Indebtedness, and to enforce any other security therefor held by it may be exercised by such Assignee either prior to, simultaneously with, or subsequent to any action taken by Lender hereunder. Borrower hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the obligations of Borrower under this Assignment, the Mortgage, the Note, the other Loan Documents, any Hedging Contract or otherwise with respect to the Loan or any Hedging Obligations in any action or proceeding brought by either Assignee to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the the Mortgage, the Note, any of the other Loan Documents or any Hedging Contract (provided, however, that the foregoing shall not be deemed a waiver of Borrower's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of Borrower's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against either Assignee in any separate action or proceeding).

Section 3.3 Other Security. Assignees may take or release other security for the payment of the Indebtedness, may release any party primarily or secondarily liable therefor and may apply any other security held by either of them to the reduction or satisfaction of the Indebtedness without prejudice to any of its rights under this Assignment.

Section 3.4 Non-Waiver. The exercise by Lender of the option granted it in Section 3.1 of this Assignment and the collection of the Rents and sums due under the Lease Guaranties and the application thereof as herein provided shall not be considered a waiver of any default by Borrower under the Note, the Mortgage, the Leases, this Assignment, the other Loan Documents or any Hedging Contract. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (a) the failure of either Assignee to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Mortgage, the Note, the other Loan Documents or any Hedging Contract, (b) the release regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by either Assignee extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Mortgage, the Note, the other Loan Documents or any Hedging Contract. Each Assignee may resort for the payment of the Indebtedness to any other security held by it in such order and manner as set forth in the Mortgage. Each Assignee may take any action to recover the Indebtedness, or any portion thereof, or, in the case of Lender, to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender



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under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

Section 3.5 Bankruptcy. (a) Upon or at any time after the occurrence of an Event of Default, Lender, for itself and as agent for any Affiliate Counterparty, shall have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Borrower a petition under the Bankruptcy Code and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten-day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

## ARTICLE 4 - NO LIABILITY, FURTHER ASSURANCES

Section 4.1 No Liability of Lender. This Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Property after an Event of Default or from any other act or omission of Lender in managing the Property after an Event of Default unless such loss is caused by the willful misconduct or bad faith of Lender. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment, and Borrower shall indemnify Lender, any Affiliate Counterparty and its other Affiliates for, and hold Lender, any Affiliate Counterparty and its other Affiliates harmless from, any and all liability, loss or damage that may or might be incurred under the Leases, any Lease Guaranties or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands that may be asserted against Lender, any Affiliate Counterparty or any of its other Affiliates by reason of any alleged obligations and undertakings on its part to perform or

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discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties. Should Lender, any Affiliate Counterparty or its other Affiliates incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment and by the Mortgage and the other Loan Documents and Borrower shall reimburse Lender, any Affiliate Counterparty and its other Affiliates therefor immediately upon demand and upon the failure of Borrower to do so, Lender may, at its option, declare all sums secured by this Assignment and by the Mortgage, the other Loan Documents and any Hedging Contract immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, any Affiliate Counterparty or any of its other Affiliates, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Lender, any Affiliate Counterparty or its other Affiliates responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property including, without limitation, the presence of any Hazardous Substances (as defined in the Mortgage), or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

Section 4.2 No Mortgagee in Possession. Nothing herein contained shall be construed as establishing Lender as a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

Section 4.3 Further Assurances. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, reasonably require for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, on demand, will execute and deliver and hereby authorizes Lender to execute in the name of Borrower to the extent Lender may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien and security interest hereof in and upon the Leases.

## ARTICLE 5 - MISCELLANEOUS PROVISIONS

Section 5.1 Conflict of Terms. In case of any conflict between the terms of this Assignment and the terms of the Mortgage, the terms of the Mortgage shall prevail.

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Section 5.2 No Oral Change. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Borrower, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought including, if required pursuant to the Mortgage, any Affiliate Counterparty.

Section 5.3 General Definitions. All capitalized terms not defined herein shall have the respective meanings set forth in the Mortgage. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or interest therein," the word "Lender" shall mean "each Lender and any subsequent holder of the Note or any part thereof", the word "Affiliate Counterparty" shall mean "each Affiliate Counterparty and any subsequent party to any Hedging Contract relating to the Note with Borrower", the word "Note" shall mean "the Note and any other evidence of Indebtedness secured by the Mortgage or other Loan Documents," the word "Hedging Contract" shall mean "any Hedging Contract and any other evidence of Indebtedness secured by the Mortgage or other Loan Documents," the word "Property" shall include any portion of the Property and any interest therein, the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all attorney, paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 5.4 Inapplicable Provisions. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

## Section 5.5 Governing Law/Venue.

(a) The enforcement of this Assignment shall be governed, construed and interpreted by the laws of the State of Illinois (without giving effect to the State's principles of conflicts of law).

**(b) BORROWER HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING BROUGHT BY OR ON BEHALF OF ASSIGNEE ON THIS ASSIGNMENT, ANY AND EVERY RIGHT BORROWER MAY HAVE (I) TO OBJECT TO THE JURISDICTION OR VENUE OF ANY STATE COURT IN THE COUNTY OF COOK OR ANY FEDERAL COURT LOCATED IN THE STATE OF ILLINOIS, (II) TO INJUNCTIVE RELIEF, (III) TO INTERPOSE ANY COUNTERCLAIM THEREIN (OTHER THAN COMPULSORY COUNTERCLAIMS), AND (IV) TO HAVE THE SAME CONSOLIDATED WITH ANY OTHER OR SEPARATE SUIT, ACTION OR PROCEEDING. THE FOREGOING**

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**WAIVERS ARE GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER. ASSIGNEE IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF ANY OR ALL OF THE FOREGOING WAIVERS.**

Section 5.6 Notices. All notices or other written communications hereunder shall be delivered in accordance with the terms of the Mortgage.

Section 5.7 Waiver of Trial by Jury. **BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST IN RESPECT OF ANY LITIGATION BASED ON THIS ASSIGNMENT, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENTS OR HEDGING CONTRACTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE AND CONSTITUTES A MATERIAL INDUCEMENT FOR BORROWER AND LENDER AND ANY AFFILIATE COUNTERPARTY TO ENTER INTO THE TRANSACTIONS CONTEMPLATED HEREBY. LENDER AND ANY AFFILIATE COUNTERPARTY ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.**

Section 5.8 Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

Section 5.9 Headings, Etc. The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 5.10 Additional Borrower Covenants. Borrower hereby covenants and agrees

(a) that Borrower shall not, without the consent of Lender not to be unreasonably withheld or delayed, (i) materially amend, modify or waive the provisions of any Lease or terminate, reduce rents under or shorten the term of any Lease, except pursuant to and in accordance with the provisions of the this Assignment, the Mortgage and the other Loan Documents; (ii) collect any Rents (exclusive of security deposits) more than thirty (30) days in advance of the time when the same shall become due; (iii) waive or release any tenant from the performance or observation by such tenant of any obligation or condition of any of the Leases; (iv) give any consent to any assignment or sublease by the tenant under any of the Leases; (v) agree to subordinate any of the Leases to any mortgage or other encumbrance; or (vi) modify the terms of any guaranty

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of any of the Leases, or terminate any such guaranty. Borrower shall (unless such notice is contained in a Lease) deliver notice of this Assignment in form and substance acceptable to Lender, to all present and future holders of any interest in any Lease, by assignment or otherwise. Borrower shall request the recipient of any such notice to acknowledge the receipt thereof.

(b) Borrower shall not execute any Lease of all or a substantial portion of the Premises except for actual occupancy by the lessee thereunder, and will at all times promptly and faithfully perform, or cause to be performed promptly, all of the covenants, conditions and agreements contained in all Leases of the Premises, or any part thereof, now or hereafter existing, on the part of the lessor thereunder to be kept and performed and will at all times do all things necessary to compel performance by the lessee under each Lease of all obligations, covenants and agreements by such lessee to be performed thereunder; and appear in and defend any action arising out of, or in any manner connected with, any of the Leases, or the obligations or liabilities of Borrower as the landlord or lessor thereunder, or of the tenant or any guarantor thereunder. If any of such Leases provide for the giving by the lessee of an estoppel certificate with respect to the status of any such Leases, Borrower shall exercise its right to request such certificates within ten (10) days of any demand therefor by Lender.

(c) Intentionally Omitted;

(d) Borrower shall not execute an assignment of any Leases affecting the Premises or any part thereon, or the Rents, or any part thereof, from the Premises, except in favor of Lender;

Section 5.11 Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

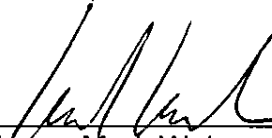
[NO FURTHER TEXT ON THIS PAGE]


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**IN WITNESS WHEREOF**, Borrower has executed this Assignment the day and year first above written.

BORROWER:

WMEILL LLC

By:   
Name: Mark Weissenrieder  
Title: Member

By:   
Name: Elisabeth Weissenrieder-Bennis  
Title: Member

Property of Cook County Clerk's Office




# UNOFFICIAL COPY

## ACKNOWLEDGMENT

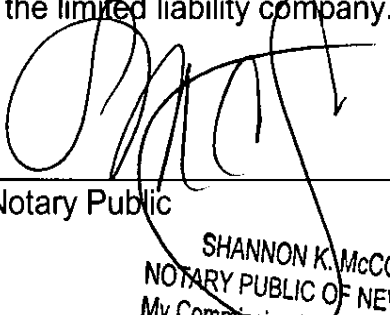
STATE OF NEW JERSEY                    )  
   ) ss.:  
 COUNTY OF BERGEN                        )

On this 29<sup>th</sup> day of November, 2016, before me, the undersigned Notary Public, personally appeared Mark Weissenrieder, Member of WMEILL LLC and known to me to be a member or designated agent of the limited liability company that executed the Mortgage and Security Agreement and acknowledged the Agreement be the free and voluntary act and deed of the limited liability company, by authority or statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute this Agreement and in fact executed the Agreement on behalf of the limited liability company.

  
 \_\_\_\_\_  
 Notary Public  
 SHANNON K. McCORRY  
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires May 1, 2017

STATE OF NEW JERSEY                    )  
   ) ss.:  
 COUNTY OF BERGEN                        )

On this 29<sup>th</sup> day of November, 2016, before me, the undersigned Notary Public, personally appeared Elisabeth Weissenrieder-Bennis, Member of WMEILL LLC and known to me to be a member or designated agent of the limited liability company that executed the Mortgage and Security Agreement and acknowledged the Agreement be the free and voluntary act and deed of the limited liability company, by authority or statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute this Agreement and in fact executed the Agreement on behalf of the limited liability company.

  
 \_\_\_\_\_  
 Notary Public  
 SHANNON K. McCORRY  
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires May 1, 2017

# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

2100 Touhy Ave, Elk Grove Village, County of Cook, State of Illinois

LOT 54 (EXCEPT THE EAST 66.69 FEET THEREOF) ALL OF LOTS 55, 56, 57 AND 58 IN CENTEX INDUSTRIAL PARK UNIT 9, BEING A SUBDIVISION IN SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTER OF TITLES ON SEPTEMBER 25, 1962 AS DOCUMENT LR2057254, IN COOK COUNTY, ILLINOIS.

Real Property Tax Identification Number:

08-26-304-011-0000

08-26-304-012-0000

08-26-304-015-0000

08-26-304-016-0000

08-26-304-017-0000

Property of Cook County Clerk's Office

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## EXHIBIT B

### DESCRIPTION OF LEASES AND RENTS

As used in Subsection 1.1(a), the term "**leases**" shall mean all leases, subleases, licenses, franchises, concessions or grants of other possessory interests, tenancies, and any other agreements affecting the use, possession or occupancy of the Property or any part thereof (including, without limitation, guest rooms, restaurants, bars, conference and meeting rooms, and banquet halls and other public facilities), whether now or hereafter existing or entered into (including, without limitation, any use or occupancy arrangements created pursuant to Section 365(d) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant or occupant of any portion of the Property) and all amendments, modifications, supplements, extensions or renewals thereof, whether now or hereafter existing and all amendments, modifications, supplements, extensions or renewals thereof. As used in Subsection 1.1(a) the term "**lease provisions**" shall mean the right to enforce, whether at law or in equity or by any other means, all terms, covenants and provisions of the Leases.

As used in Subsection 1.1(c), the term "**rents**" shall mean all rents, issues, profits, royalties (including all oil and gas or other hydrocarbon substances), earnings, receipts, revenues, accounts, account receivable, security deposits and other deposits (subject to the prior right of the tenants making such deposits) and income, including, without limitation, fixed, additional and percentage rents, and all operating expense reimbursements, reimbursements for increases in taxes, sums paid by tenants to Borrower to reimburse Borrower for amounts originally paid or to be paid by Borrower or any of Borrower's affiliates for which such tenants were liable, as, or example, tenant improvements costs in excess of any work letter, lease takeover costs, moving expenses and tax and operating expense pass-throughs for which a tenant is solely liable, parking, maintenance, common area, tax, insurance, utility and service charges and contributions, proceeds of sale of electricity, gas, heating, air-conditioning and other utilities and services, deficiency rents and liquidated damages, and other benefits now or hereafter derived from any portion of the Property or otherwise due and payable or to become due and payable as a result of any ownership, use, possession, occupancy or operation thereof and/or services rendered, goods provided and business conducted in connection therewith (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant or other occupants of any portion of the Property and all claims as a creditor in connection with any of the foregoing) and all cash or security deposits, advance rentals, and all deposits or payments of a similar nature relating thereto, now or hereafter, including during any period of redemption, derived from the Property or any portion thereof and all proceeds from the cancellation, surrender, sale or other disposition of the Leases.