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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/06/2017 10:07 AM PG: 1 OF 17

THIS INSTRUMENT WAS  
PREPARED BY AND UPON  
RECORDING SHOULD BE  
RETURNED TO:

Sullivan & Cromwell LLP  
125 Broad Street  
New York, New York 10004  
Attention: Benjamin R. Weber, Esq.

PIN(s): 24-24-201-026-0000

*(CTF, 17,22,84 now F)  
30F4, CSTASUS*

**PLYMOUTH MFG 13040 SOUTH PULASKI LLC,**  
a Delaware limited liability company, as the Borrower

to

**SPECIAL SITUATIONS INVESTING GROUP II, LLC,**  
as administrative agent for the Lender, as the assignee

## ASSIGNMENT OF LEASES AND RENTS

Dated: As of November 30, 2017

Location: 13040 South Pulaski Road, Alsip, IL 60803

County: Cook

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## ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of November 30, 2017, by PLYMOUTH MWG 13040 SOUTH PULASKI LLC, a Delaware limited liability company, having an address at 260 Franklin Street, 6th Floor, Boston, Massachusetts 02110 (the "Borrower"), to SPECIAL SITUATIONS INVESTING GROUP II, LLC, a Delaware limited liability company, having an address at 6011 Connection Drive, Irving, Texas 75039, in its capacity as administrative agent for the Lender (as defined in the Loan Agreement (as hereinafter defined)) (together with its successors and assigns, the "Agent").

### WITNESSETH:

A. This Assignment is given in connection with a loan in the principal amount of SEVENTY-NINE MILLION EIGHT-HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$79,800,000.00) (the "Loan") made by the Lender to **THOSE PERSONS LISTED ON SCHEDULE 1 HERETO**, each a Delaware limited liability company, having an address at c/o Plymouth Industrial REIT, Inc., 260 Franklin Street, 6th Floor, Boston, Massachusetts 02110 (the "Borrower Group") pursuant to that certain Loan Agreement, dated as of the date hereof (as the same may be amended, restated, replaced, supplemented, extended, renewed or otherwise modified from time to time, the "Loan Agreement"), made by and among the Borrower Group, the Agent, and the Lender and evidenced by that certain Promissory Note, of even date herewith, in the stated principal amount of SEVENTY-NINE MILLION EIGHT-HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$79,800,000.00) (as the same may hereafter be amended, supplemented, restated, increased, extended or consolidated from time to time, the "Note") made and given by the Borrower Group. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

B. The Note is secured by, among other things, that certain Mortgage, Assignment of Leases and Rents and Security Agreement, dated the date hereof, made by the Borrower for the benefit of the Agent (as the same may be amended, restated, replaced, supplemented, extended, renewed or otherwise modified from time to time, the "Mortgage"), encumbering the land more particularly described on Exhibit A annexed hereto and made a part hereof (the "Land"), together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (with the Land, collectively, the "Property").

C. The Borrower has agreed to execute and deliver this Assignment to further secure the payment and performance of all of its other obligations under the Note, the Loan Agreement and the other Loan Documents.

D. This Assignment is given pursuant to the Loan Agreement, and payment, fulfillment, and performance by the Borrower of its obligations thereunder and under the other Loan Documents is secured hereby, and each and every term and provision of the Loan Agreement and the Note, including the rights, remedies, obligations, covenants, conditions,

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agreements, indemnities, representations and warranties therein, is hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Assignment.

NOW THEREFORE, in consideration of the making of the Loan by the Lender and the covenants, agreements, representations and warranties set forth in this Assignment:

## **ARTICLE 1** **ASSIGNMENT**

**Section 1.1 Property Assigned.** Subject to the terms hereof, the Borrower hereby absolutely and unconditionally assigns and grants to the Agent for the benefit of the Lender the following property, rights, interests and estates, now owned or hereafter acquired by the Borrower:

(a) **Leases.** All leases, subleases or subsubleases, lettings, licenses, concessions or other agreements (whether written or oral and whether now or hereafter in effect) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of 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, heretofore or hereafter entered into, whether before or after the filing by or against the 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**") (collectively, the "**Leases**"), together with any extension, renewal or replacement of same, and all right, title and interest of the Borrower, its successors and assigns, therein and thereunder, together with all rights, powers, privileges, options and other benefits of the Borrower as lessor under the Leases, and to perform all other necessary or appropriate acts with respect to such Leases as agent and attorney-in-fact for the Borrower, and the right to make all waivers and agreements, to give and receive all notices, consents and releases, to take such action upon the happening of a default under any Lease, including the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted under any provision of any Lease or by any law, and to do any and all other things whatsoever which the Borrower is or may become entitled to do under any such Leases, and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment and performance of the Obligations, including the payment of the Debt. This Assignment of existing and future Leases and other agreements is effective without any further or supplemental assignment documents.

(b) **Rents.** All Rents, which term shall include Rents paid or accruing before or after the filing by or against the Borrower of any petition for relief under the Bankruptcy Code.

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(c) Bankruptcy Claims. All of the 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.

(d) Lease Guaranties. All of the 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 the Borrower.

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

(f) Other. All rights, powers, privileges, options and other benefits of the Borrower as the lessor under any of the Leases and the beneficiary under any of the Lease Guaranties, including, without limitation, the immediate and continuing right to make claims for, and to receive, collect and acknowledge 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 to the payment of the Debt or the Other Obligations) and to do all other things which the Borrower or any lessor is or may become entitled to do under any of the Leases or Lease Guaranties.

(g) Entry. The right, subject to the provisions of the Loan Agreement, at the Agent'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 when due.

(h) Power Of Attorney. The 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 the Agent for the proper management and preservation of the Property.

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

## ARTICLE 2 TERMS OF ASSIGNMENT

**Section 2.1 Present Assignment and License Back.** It is intended by the Borrower that this Assignment constitute a present, absolute assignment (and not merely a collateral 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 the terms of the Loan Agreement and the Cash Management Agreement, the Agent (on behalf of the Lender) hereby grants to the Borrower a presently effective revocable license to collect, receive, use and enjoy the Rents, as well as any sums due under the Lease Guaranties and to exercise, exclusively, all rights assigned to the Agent hereunder, including all rights and remedies, benefits or entitlements as a landlord and to enforce the obligations and liabilities

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under any Lease. The 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 Obligations, in trust for the benefit of the Agent for use in the payment of such sums.

**Section 2.2 Notice to Lessees.** The Borrower hereby authorizes and directs the lessees named in the Leases, any other future lessees or occupants of the Property and all Lease Guarantors to pay over to the Agent or to such other party as the Agent directs all Rents, and all sums due under any Lease Guaranties, upon receipt from the Agent of written notice to the effect that the Agent is then the holder of this Assignment. Such Rents shall be disbursed and/or applied in accordance with the terms of the Loan Agreement and the Cash Management Agreement.

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

## ARTICLE 3 REMEDIES

**Section 3.1 Remedies of the Agent.** Upon or at any time after the occurrence of an Event of Default, the license granted to the Borrower in Section 2.1 of this Assignment shall automatically be revoked and the Agent shall immediately be entitled to possession of all Rents and all sums due under any Lease Guaranties, whether or not the Agent enters upon or takes control of the Property. In addition, except as prohibited by applicable law, the Agent may, at its option, without waiving any Event of Default, without regard to the adequacy of the security for the Obligations, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess the Borrower and its agents and servants from the Property, without liability for trespass, damages or otherwise and exclude the Borrower and its agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto, and have, hold, manage, lease and operate the Property on such terms and for such period of time as the Agent may deem proper and, either with or without taking possession of the Property, in its own name, demand, sue for or otherwise collect and receive all Rents and all sums due under all Lease Guaranties, including, without limitation, those past due and unpaid (with all such Rents and all sums due under any Lease Guaranties to be deposited into the Deposit Account to the extent and as required by the terms of the Loan Agreement and the Deposit Account Control Agreement), with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as the Agent may deem proper. In addition, upon the occurrence of an Event of Default, the Agent, at its option, may (1) complete any construction on the Property in such manner and form as the Agent deems advisable, (2) exercise all rights and powers of the 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 (with all such Rents and all sums due under any Lease Guaranties to be deposited into the Deposit Account to the extent and as required by the terms of the Loan Agreement and the Deposit Account Control Agreement), and/or (3) either (i) require the

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Borrower to pay monthly in advance to the Agent or to any receiver appointed to collect the Rents and the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in the possession of the Borrower, or (ii) require the Borrower to vacate and surrender possession of the Property to the Agent or to such receiver and, in default thereof, the Borrower may be evicted by summary proceedings or otherwise.

**Section 3.2 Other Remedies.** Nothing contained in this Assignment and no act done or omitted by the Agent pursuant to the power and rights granted to the Agent hereunder shall be deemed to be a waiver by the Agent or the Lender of each of their rights and remedies under the Loan Agreement, the Note, the Mortgage or the other Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by the Agent and/or the Lender under the terms thereof. The right of the Agent to collect and/or enforce the Obligations and to enforce and/or realize upon any other security therefor held by it may be exercised by the Agent either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Except as prohibited by applicable law, the 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 the Borrower under this Assignment, the Loan Agreement, the Note, the other Loan Documents or otherwise with respect to the Loan in any action or proceeding brought by the Agent and/or the Lender to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Loan Agreement, the Note, the Mortgage or any of the other Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of the 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 the Borrower's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against the Agent and/or the Lender in any separate action or proceeding).

**Section 3.3 Other Security.** The Agent may (i) take or release other security for the payment and performance of the Obligations, (ii) release any party primarily or secondarily liable therefor, and/or (iii) apply any other security held by it to the payment and performance of the Obligations, in each instance, without prejudice to any of its rights under this Assignment.

**Section 3.4 Non-Waiver.** The exercise by the Agent of the option granted it in Section 3.1 of this Assignment and the collection of the Rents and the sums due under the Lease Guaranties and the application thereof pursuant to the provisions in the Loan Documents shall not be considered a waiver of any Default or Event of Default by the Borrower under the Note, the Loan Agreement, the Mortgage, this Assignment or the other Loan Documents. The failure of the Agent or the Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. The Borrower shall not be relieved of the Borrower's obligations hereunder by reason of (a) the failure of the Agent or the Lender to comply with any request of the Borrower or any other party to take any action to enforce any of the provisions hereof or of the Loan Agreement, the Note or the other Loan Documents, (b) the release, regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by the Agent or the Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Loan Agreement, the Note or the other Loan Documents. The Agent may resort for the payment and performance of the

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Obligations to any other security held by the Agent in such order and manner as the Agent, in its sole discretion, may elect. The Agent may take any action to recover the Obligations, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of the Agent or the Lender thereafter to enforce its rights under this Assignment. The rights of the Agent and the Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of the Agent or the 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, the Agent shall have the right to proceed in its own name or in the name of the 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 the 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 the Borrower a petition under the Bankruptcy Code, and the Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then the Borrower shall give the Agent not less than ten (10) days' prior notice of the date on which the Borrower shall apply to the bankruptcy court for authority to reject such Lease. The Agent shall have the right, but not the obligation, to serve upon the Borrower within such ten (10) day period a notice stating that (i) the Agent demands that the Borrower assume and assign the Lease to the Agent pursuant to Section 365 of the Bankruptcy Code, and (ii) the Agent covenants to cure all ongoing defaults (to the extent such defaults are reasonably susceptible to cure) or provide adequate assurance of future performance under the Lease. If the Agent serves upon the Borrower the notice described in the preceding sentence, the 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 Agent's notice shall have been given, subject to the performance by the Agent of the covenant provided for in clause (ii) of the preceding sentence.

## **ARTICLE 4**

### **NO LIABILITY, FURTHER ASSURANCES**

**Section 4.1 No Liability of the Agent or the Lender.** This Assignment shall not be construed to bind the Agent or the 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 the Agent or the Lender. Neither the Agent nor the Lender shall be liable for any loss sustained by the Borrower resulting from the Agent's or the Lender's failure to let the Property after an Event of Default or from any other act or omission of the Agent or the Lender in managing the Property after an Event of Default unless such loss is caused by the gross negligence, willful misconduct or bad faith of the Agent. Neither the Agent nor the Lender shall 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 the Borrower shall indemnify the Agent and the

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Lender for, and hold the Agent and the Lender harmless, from, (a) any and all liability, loss or damage which may or might be incurred under the Leases, any Lease Guaranties or under or by reason of this Assignment, and (b) any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against the Agent and/or the Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties, unless caused by the gross negligence, willful misconduct or bad faith of the Agent; provided, however, the Borrower shall not be liable to indemnify the Lender pursuant to the foregoing subsection (b) with respect to any affirmative actions taken by the Lender with respect to such Leases following the completion of a foreclosure of or deed-in-lieu with respect to the Property. Should the Agent and/or the Lender incur any such liability, the amount thereof, including actual out-of-pocket costs, expenses and attorneys' fees and costs, shall be secured by this Assignment and by the Mortgage and the other Loan Documents and the Borrower shall reimburse the Agent and the Lender therefor immediately upon demand and upon the failure of the Borrower so to do the Agent may, at its option, declare the Obligations to be 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 the Agent or the Lender, 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 the Agent or the Lender 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 Environmental Indemnity), 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 constituting the Agent or the Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Property by the Agent or the Lender. In the exercise of the powers herein granted the Agent, no liability shall be asserted or enforced against the Agent or the Lender, all such liability being expressly waived and released by the Borrower.

**Section 4.3 Further Assurances** The Borrower will, at the cost of the Borrower, and without expense to the Agent or the Lender, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as the Agent shall, from time to time, reasonably require for the better assuring, conveying, assigning, transferring and confirming unto the Agent the property and rights hereby assigned or intended now or hereafter so to be, or which the Borrower may be or may hereafter become bound to convey or assign to the Agent, 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 request, will execute and deliver, and hereby authorizes the Agent to execute in the name of the Borrower to the extent the Agent 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.



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## 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 Loan Agreement, the terms of the Loan Agreement shall prevail.

**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 the Borrower or the Agent or the Lender, but only by an agreement in writing signed by the party(ies) against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

**Section 5.3 General Definitions.** Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in the 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 "**Agent**" shall mean "Agent and any subsequent administrative agent of the Lender with respect to the Loan, and, if no administrative agent has been provided, then any subsequent holder of the Note," the word "**Note**" shall mean "the Note and any other evidence of indebtedness secured by or incurred pursuant to any of the Loan Documents," the word "**Property**" shall include any portion of the Property and any interest therein, and the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all attorneys', 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 the Agent and/or the Lender in protecting its interest in the Property, the Leases and/or the Rents and/or in enforcing its rights hereunder. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms.

**Section 5.4 Inapplicable Provisions.** If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Assignment, such provision shall be fully severable and this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Assignment, and the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Assignment, unless such continued effectiveness of this Assignment, as modified, would be contrary to the basic understandings and intentions of the parties as expressed herein.

**Section 5.5 Governing Law; Jurisdiction; Service of Process.**

(a) **THIS ASSIGNMENT WAS NEGOTIATED IN THE STATE OF NEW YORK, AND MADE BY THE BORROWER IN THE STATE OF NEW YORK, AND THE PROCEEDS OF THE NOTE WERE DISBURSED FROM THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION**

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RELATED HERETO, AND EXCEPT AS PROVIDED ABOVE, IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS ASSIGNMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION, AND ENFORCEMENT OF THE LIEN AND SECURITY INTEREST CREATED IN REAL PROPERTY PURSUANT TO ANY OF THE LOAN DOCUMENTS (INCLUDING THE EXERCISE OF ANY PROVISIONAL REMEDIES) SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE IN WHICH THE PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK SHALL GOVERN THE CONSTRUCTION, VALIDITY AND ENFORCEABILITY OF ALL LOAN DOCUMENTS AND ALL OF THE OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. TO THE FULLEST EXTENT PERMITTED BY LAW, THE BORROWER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS ASSIGNMENT AND/OR THE OTHER LOAN DOCUMENTS, AND THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST THE AGENT, THE LENDER OR THE BORROWER ARISING OUT OF OR RELATING TO THIS ASSIGNMENT MAY AT THE AGENT'S OR THE LENDER'S OPTION BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE CITY OF NEW YORK, COUNTY OF NEW YORK, PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND THE BORROWER IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND THE BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. THE BORROWER HEREBY DESIGNATES AND APPOINTS:

The Corporation Trust Company  
Corporation Trust Center  
1209 Orange Street  
Wilmington, Delaware 19801

AS ITS AUTHORIZED AGENT TO ACCEPT AND ACKNOWLEDGE ON ITS BEHALF SERVICE OF ANY AND ALL PROCESS WHICH MAY BE SERVED IN ANY SUCH

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SUIT, ACTION OR PROCEEDING IN ANY FEDERAL OR STATE COURT IN NEW YORK, NEW YORK AND THE BORROWER AGREES THAT SERVICE OF PROCESS UPON SAID AGENT AT SAID ADDRESS AND WRITTEN NOTICE OF SAID SERVICE MAILED OR DELIVERED TO THE BORROWER IN THE MANNER PROVIDED IN THE LOAN AGREEMENT SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON THE BORROWER IN ANY SUCH SUIT, ACTION OR PROCEEDING IN THE STATE OF NEW YORK. THE BORROWER (I) SHALL GIVE PROMPT NOTICE TO THE AGENT OF ANY CHANGE IN THE ADDRESS OF ITS AUTHORIZED AGENT HEREUNDER, (II) MAY AT ANY TIME AND FROM TIME TO TIME DESIGNATE A SUBSTITUTE AUTHORIZED AGENT WITH AN OFFICE IN NEW YORK, NEW YORK (WHICH SUBSTITUTE AGENT AND OFFICE SHALL BE DESIGNATED AS THE PERSON AND ADDRESS FOR SERVICE OF PROCESS AND WHICH SUBSTITUTE AGENT SHALL BE THE SAME AGENT DESIGNATED BY THE BORROWER UNDER THE LOAN AGREEMENT), AND (III) SHALL PROMPTLY DESIGNATE SUCH A SUBSTITUTE IF ITS AUTHORIZED AGENT CEASES TO HAVE AN OFFICE IN NEW YORK, NEW YORK OR IS DISSOLVED WITHOUT LEAVING A SUCCESSOR. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF THE AGENT OR THE LENDER TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE BORROWER IN ANY OTHER JURISDICTION. THE BORROWER HAS ADVISED THE AGENT AND THE LENDER THAT CERTAIN ACTIONS RELATING TO THE EXERCISE OF RIGHTS HEREUNDER MAY BE SUCH AS CAN ONLY BE INSTITUTED WHERE THE REAL PROPERTY IS LOCATED.

**Section 5.6 Termination of Assignment.** Upon the termination or reconveyance of the Mortgage, this Assignment shall become and be void and of no effect.

**Section 5.7 Notices.** All notices or other written communications hereunder shall be delivered in accordance with Section 10.7 of the Loan Agreement.

**Section 5.8 WAIVER OF TRIAL BY JURY.** THE BORROWER, AND ANY PERSON CLAIMING BY, THROUGH OR UNDER THE BORROWER, HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND FOREVER WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST, WITH REGARD TO THIS ASSIGNMENT, THE NOTE, THE MORTGAGE, THE LOAN AGREEMENT OR THE OTHER LOAN DOCUMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE BORROWER AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH OF THE AGENT AND THE LENDER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE BORROWER.

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**Section 5.9 Recourse.** The Loan shall be fully recourse to the Borrower. The provisions of Section 9.3 of the Loan Agreement are hereby incorporated by reference as if set forth at length herein.

**Section 5.10 Successors and Assigns.**

(a) This Assignment shall be binding upon and shall inure to the benefit of the Borrower and the Agent and the Lender and their respective successors and permitted assigns forever, as set forth in the Loan Agreement. Each of the Agent and the Lender shall have the right to assign or transfer its rights under this Assignment in connection with any assignment of the Loan and Loan Documents and any assignee or transferee of the Agent or the Lender (as the case may be) shall be entitled to all the benefits afforded to the Agent or the Lender (as the case may be) under this Assignment. The Borrower shall not have the right to assign or transfer its rights or obligations under this Assignment except with the prior written consent of the Agent, pursuant to the provisions in the Loan Agreement, and any attempted assignment without such prior written consent shall be null and void.

(b) The Agent shall at all times be the same Person that is the Agent under the Loan Agreement. Written notice of resignation by the Agent pursuant to the Loan Agreement shall also constitute notice of resignation as the Agent under this Assignment. Removal of the Agent pursuant to any provision of the Loan Agreement shall also constitute removal as the Agent under this Assignment. Appointment of a successor Agent pursuant to the Loan Agreement shall also constitute appointment of a successor Agent under this Assignment. Upon the acceptance of any appointment as the Agent by a successor Agent under the Loan Agreement, that successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Agent as the Agent under this Assignment, and the retiring or removed Agent shall promptly (i) assign and transfer to such successor Agent all of its right, title and interest in and to this Assignment, and (ii) execute and deliver to such successor Agent such assignments and amendments and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Agent of the liens and security interests created hereunder, whereupon such retiring or removed Agent shall be discharged from its duties and obligations under this Assignment. After any retiring or removed Agent's resignation or removal hereunder as the Agent, the provisions of this Assignment and the Loan Documents shall inure to its benefit as to any actions taken or omitted to be taken by it under this Assignment while it was the Agent hereunder.

**Section 5.11 Headings, Etc.** The headings and captions of the 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 5.12 Recitals.** The recitals hereof are a part hereof, form a basis for this Assignment and shall be considered *prima facie* evidence of the facts and documents referred to therein.

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**Section 5.13 Incorporation by Reference.** To the extent that any provisions or defined terms contained in any other Loan Document (including, without limitation, the Loan Agreement) are used herein or incorporated herein by reference, and such other Loan Document is terminated or otherwise satisfied prior to the termination of this Assignment, then, for the avoidance of doubt, such provisions and/or defined terms shall survive until the satisfaction of the Obligations without regard to the fact that the Loan Document originally containing the same has been otherwise terminated or satisfied.

*[Signature on Following Page]*

Property of Cook County Clerk's Office  
COOK COUNTY  
RECORDER OF DEEDS

# UNOFFICIAL COPY

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

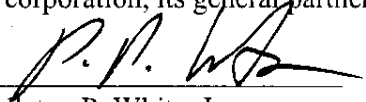
**BORROWER:**

**PLYMOUTH MWG 13040 SOUTH PULASKI LLC,**  
a Delaware limited liability company

By: Plymouth MWG Holdings LLC,  
a Delaware limited liability company, its manager

By: Plymouth Industrial OP, LP,  
a Delaware limited partnership, its manager

By: Plymouth Industrial REIT, Inc.,  
a Maryland corporation, its general partner

By:   
Name: Pendleton P. White, Jr.  
Title: President

Property of Cook County Clerk's Office

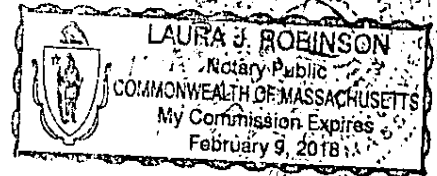
# UNOFFICIAL COPY

## ACKNOWLEDGMENT

STATE OF MA )  
 ) ss:  
COUNTY OF Suffolk )

On the 29<sup>th</sup> day of November, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Pendleton P. White, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public



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## SCHEDULE 1

### BORROWER GROUP

1. Plymouth MWG Holdings LLC
2. Plymouth MWG 11601 South Central LLC
3. Plymouth MWG 13040 South Pulaski LLC
4. Plymouth MWG 28160 North Keith LLC
5. Plymouth MWG 13970 West Laurel LLC
6. Plymouth MWG 1445 Greenleaf LLC
7. Plymouth MWG 1750 South Lincoln LLC
8. Plymouth MWG 3841 Swanson LLC
9. Plymouth MWG 6000 West 73rd LLC
10. Plymouth MWG 6510 West 73rd LLC
11. Plymouth MWG 6558 West 73rd LLC
12. Plymouth MWG 6751 South Sayre LLC
13. Plymouth MWG 7200 South Mason LLC
14. Plymouth MWG 5110 South 6th LLC
15. Plymouth MWG 525 West Marquette LLC
16. Plymouth MWG 1796 Sherwin LLC



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## EXHIBIT A

### LEGAL DESCRIPTION

#### LEGAL DESCRIPTION - 13040 SOUTH PULASKI, ALSIP, ILLINOIS

##### PARCEL ONE:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF CRAWFORD AVENUE (BEING A LINE 50.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 34, AFORESAID) AND THE SOUTH LINE OF THE NORTH 589.50 FEET (MEASURED AT RIGHT ANGLES) OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, AFORESAID; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 1151.72 FEET TO THE EAST LINE OF THE WEST 125.0 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST QUARTER OF SECTION 34, AFORESAID; THENCE SOUTH 0 DEGREES 13 MINUTES 08 SECONDS EAST ALONG SAID EAST LINE 548.0 FEET TO A POINT ON A LINE 1137.49 FEET SOUTH OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, AFORESAID; THENCE EAST ALONG SAID PARALLEL LINE 1152.30 FEET TO THE WEST LINE OF CRAWFORD AVENUE HEREINBEFORE DESCRIBED; THENCE NORTHERLY ALONG SAID WEST LINE OF CRAWFORD AVENUE 548.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

##### PARCEL TWO:

AN EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR STORM WATER RETENTION PURPOSES AS CREATED IN EASEMENT AGREEMENT DATED JANUARY 18, 1974 AND RECORDED MAY 2, 1974 AS DOCUMENT 22703482 AND FILED WITH THE REGISTRAR OF TITLES OF COOK COUNTY AS DOCUMENT LR2750575, IN COOK COUNTY, ILLINOIS.

##### PARCEL THREE:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR THE PURPOSE OF DRAINAGE OF SURFACE WATER THROUGH A DITCH, AND INGRESS AND EGRESS FOR RAIL SERVICES AS CREATED BY SUPPLEMENTAL AGREEMENT MADE BY AND BETWEEN UNION CARBIDE CORPORATION; LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 17, 1970 AND KNOWN AS TRUST NUMBER 41558 AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 19, 1972 AND KNOWN AS TRUST NUMBER 45162, RECORDED MARCH 12, 1979 AS DOCUMENT 24875767.

##### PARCEL FOUR:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR THE PURPOSE OF DRAINAGE OF SURFACE WATER THROUGH AN OVERFLOW PIPE AND A DITCH AS CREATED BY DOCUMENT BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 17, 1970 AND KNOWN AS TRUST NUMBER 41558 AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 19, 1972 AND KNOWN AS TRUST NUMBER 45162 RECORDED MARCH 12, 1979 AS DOCUMENT 24876156 AND RERECORDED MARCH 26, 1979 AS DOCUMENT 24892004.