

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

Allen C. Balk
Meltzer, Purtil & Stelle LLC
300 South Wacker Drive, Suite 2300
Chicago, Illinois 60606

Permanent Tax Index No.:
See *Exhibit A* attached hereto

Property Address:
See *Exhibit A* attached hereto



Doc# 1808845044 Fee \$64.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/29/2018 02:03 PM PG: 1 OF 14

This space reserved for Recorder's use only

**COLLATERAL ASSIGNMENT OF REDEVELOPMENT AND
ECONOMIC INCENTIVE AGREEMENT**

DES PLAINES HOTEL

THIS COLLATERAL ASSIGNMENT OF REDEVELOPMENT AND ECONOMIC INCENTIVE AGREEMENT ("Assignment"), is made and delivered as of this 26th day of March, 2018 by O'HARE REAL ESTATE, LLC, an Illinois limited liability company ("Assignor"), to REPUBLIC BANK OF CHICAGO, its successors and assigns ("Assignee").

RECITALS:

A. Assignor has entered into that certain Development Economic Incentive Agreement between the City of Des Plaines and Developer, with an effective date of February 2, 2016, including any and all amendments ("Redevelopment Agreement"), with the City of Des Plaines, an Illinois municipal corporation located in Cook County, Illinois (the "City") wherein, among other things, the City, and pursuant to Section C of the Agreement will rebate to the Developer hotel tax revenues, not to exceed Three Million Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) ("Hotel Tax Rebate").

B. Pursuant to the terms and conditions of that certain Loan Agreement of even date herewith ("Loan Agreement") among PROMINENCE O'HARE, LLC, an Illinois limited liability company ("Borrower"), Guarantor (as defined therein) and Assignee, Assignee has extended to Borrower a loan in the principal amount of Twelve Million One Hundred Eighty Thousand and No/100 Dollars (\$12,180,000.00) ("Loan") for the purpose of developing, constructing, and operating a hotel on the real estate legally described on *Exhibit A* attached hereto ("Property").

C. The Loan is evidenced by that certain Promissory Note ("Note") in the principal amount of the Loan, made of even date herewith by Borrower and made payable to the order of and delivered to Assignee.

Box 400

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D. The Note is secured by, *inter alia*, that certain Mortgage and Security Agreement (“Mortgage”) of even date herewith made by Borrower to and for the benefit of Assignee conveying the Property, that certain Assignment of Leases and Rents (“Assignment of Leases”) of even date herewith made by Borrower to Assignee, and that certain Security Agreement of even date herewith made by Borrower to and for the benefit of Assignee (“Security Agreement”). The Loan Agreement, the Note, the Mortgage, the Assignment of Leases, the Security Agreement, this Assignment, and all other documents evidencing or securing the Loan are collectively referred to herein as the “Loan Documents”. All terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

E. Assignor is an affiliate of Borrower and Assignor will be benefited by Lender’s or Assignee’s making of the Loan to Borrower.

F. As one of the conditions to make the Loan, Assignee is requiring the execution and delivery of this Assignment by Assignor.

ACCORDINGLY, in consideration of the making of the Loan and as an inducement to Assignee to do so, and for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, Assignor and Assignee agree as follows:

1. **Creation of Security Interest.** Assignor hereby assigns, transfers and sets over to Assignee all of its rights, but not its obligations, under the Redevelopment Agreement, including all of its rights to receive payments pursuant to the Redevelopment Agreement, and specifically Assignor’s rights to the Hotel Tax Rebate (all of the foregoing being collectively referred to herein as the “Collateral”). To the extent necessary, this Assignment is intended to be a security agreement as defined in the Illinois Uniform Commercial Code and Assignor authorizes and consents to Assignee filing a financing statement describing this Collateral.

2. **Assignor’s Liabilities.** Assignor acknowledges and agrees that this Assignment is made and given for the prompt payment when due of any and all obligations of Borrower to Lender relating to the Loan, including without limitation, the indebtedness and liabilities evidenced by the Note, the Mortgage and the other Loan Documents, all of which have been made by Borrower with or for the benefit of Assignee, whether such indebtedness or obligations are now existing or hereafter created, direct or indirect, absolute or contingent, joint or several, due or to become due, howsoever created, evidenced or arising and howsoever acquired, and any and all renewals, extensions or refinancings thereof (all of the foregoing are hereinafter collectively referred to as the “Liabilities”). Upon full payment by Assignor of all Liabilities, this Assignment and the lien or charge created hereby or resulting herefrom shall automatically cease to exist.

3. **Representations and Covenants of Assignor.** Assignor represents, warrants and covenants to Assignee that:

(a) Assignor shall not sell, transfer, assign, pledge, encumber or mortgage all or any portion of the Collateral or any interest therein without the prior written consent of Assignee, which consent shall not be unreasonably withheld, delayed or conditioned, or willfully

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take any action that materially impairs the value of any of the Collateral or the security intended to be afforded by this Assignment.

(b) Assignor hereby agrees to protect, defend, indemnify and hold Assignee and its officers, directors, employees, shareholders, parent companies, affiliated and related companies, personal representatives, heirs, participants, successors and assigns harmless from and against all loss, liability, claims, actions, proceedings, suits, fees, decrees, liens, judgments, fines, penalties, causes of action, injuries, obligations, damages, reasonable and out-of-pocket costs and expenses (including reasonable attorney's fees and expenses) court costs and costs of appeal arising out of or related to an claim under or with respect to the any of the Collateral.

(c) Assignor acknowledges and agrees that there have been amendments to the Redevelopment Agreement. Further, Assignor acknowledges and agrees that while this Assignment is in full force and effect, Assignor will not amend the Redevelopment Agreement without Assignee's written consent. Assignor hereby certifies that the Redevelopment Agreement is in full force and effect and that neither Assignor nor the City is in default of any term, provision or condition of the Redevelopment Agreement.

(d) Assignor acknowledges and agrees that at any time during the existence of an Event of Default under the terms of the Loan Documents, Assignee shall be entitled to receive all payments from the City made under the Redevelopment Agreement, and further, that Assignee, at its discretion, may apply said payments, in any order of priority, to the repayment of all outstanding obligations and indebtedness of Assignor with respect to the Loan. Assignor shall, simultaneously with submitting requisitions for Hotel Tax Rebates, provide copies of such requisitions and subsequent City approval of same to Assignee.

(e) Assignor acknowledges and agrees that all payments from the City to Assignor for the Redevelopment Agreement, including, without limitation, Hotel Tax Rebates, are held in trust for the benefit of Assignee and are to be paid over to Assignee upon receipt thereof.

(f) Assignor shall reimburse Assignee for all reasonable and out-of-pocket costs, expenses and fees, including court costs and reasonable attorneys' fees, incurred for any commercially reasonable action taken by Assignee to remedy an Event of Default (as such term is hereinafter defined) of Assignor under this Assignment, including without limitation, reasonable and out-of-pocket expenses incurred pursuant to clauses (c) and (d) of Section 6 below, together with interest on all said amounts at the Default Rate (as such term is defined in the Note) from and after the date Assignor is given written notice of such expenses until paid.

(g) Assignor represents and warrants that it is the sole owner of all right, title and interest in and to the Hotel Tax Rebates, free and clear of any lien or claim of interest therein, under all of the documents, instruments and agreements constituting the Collateral that there have been no assignments of any interests in the Hotel Tax Rebates, and agrees that so long as any of the Liabilities remain unpaid, Assignor shall remain liable for of the obligations of the "owner" under the Redevelopment Agreement.

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(h) Assignor agrees to take efforts consistent with prudent commercial standards to enforce performance by the City of each and every material obligation, covenant, condition and agreement to be performed by the City under the Redevelopment Agreement.

(i) Assignor has not performed any act which might prevent Assignor from performing its obligations hereunder or which might prevent Assignee from enforcing its rights pursuant to the terms and provisions hereof. Further, Assignor acknowledges and agrees that while this Assignment is in full force and effect, Assignor will not assign its rights under the Redevelopment Agreement, including any rights to receive Hotel Tax Rebates hereunder, without Assignee's prior written consent.

(j) Assignor hereby irrevocably authorizes Assignee at any time, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto without the signature of Assignor that (a) indicate the Collateral (i) is comprised of all assets of Assignor or words of similar effect, regardless of whether any particular asset comprising a part of the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed, or (ii) as being of an equal or lesser scope or within greater detail as the grant of the security interest set forth herein, and (b) contain any other information required by Section 5 of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether Assignor is an organization, the type of organization and any Organizational Identification Number issued to Assignor, and (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of the real property to which the Collateral relates. Assignor shall sign and execute alone or with Assignee any other document or procure any documents and pay any connected reasonable and out-of-pocket costs, expenses and fees, including court costs and reasonable attorneys' fees, necessary to protect the security interest under this Assignment against the rights, interests or claims of third parties.

(k) Until the Liabilities are paid in full, Assignor agrees promptly, upon written request from Assignee, to deliver to Assignee true, complete and correct copies of any amendment thereto (which amendment shall not be made without the prior written consent of Lender), together with any enabling ordinance of the City.

(l) Assignor agrees to take commercially reasonable efforts to cooperate with and assist Assignee in perfecting its security interest hereunder, including, without limitation, causing the City and any other necessary parties to affirm this Assignment and to execute an Affirmation of Collateral Assignment substantially in the form attached hereto as **Exhibit B**.

4. **Limitation of Assignee's Liability.** Notwithstanding anything to the contrary contained in any of the Collateral, the interest of Assignor therein is assigned and transferred to Assignee by way of collateral security only, Assignee by its acceptance hereof shall not be deemed to have assumed or become liable for any of the obligations or liabilities of Assignor under the Collateral, whether provided for by the terms thereof, arising by operation of law or otherwise. Assignor hereby acknowledges that Assignor shall remain liable for the due performance of Assignor's obligations under the agreements, instruments and documents

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constituting the Collateral to the same extent as though this Assignment had not been made. It is expressly intended, understood and agreed that the Note, the Mortgage, the other Loan Documents and this Assignment are made and entered into for the sole protection and benefit of Assignee and Assignor, and their respective successors and assigns (but in the case of assigns of Assignor, only to the extent permitted hereunder or under the other Loan Documents), and no other person or persons shall have any right of action hereunder or rights to the proceeds of the Loan at any time; that no third party shall under any circumstances be entitled to any equitable lien on the undisbursed proceeds of the Loan at any time. The relationship between Assignee and Assignor is solely that of an Assignee and Assignor, and nothing contained herein shall in any manner be construed as making the parties hereto partners or joint venturers or creating any other relationship other than Assignee and Assignor.

5. **Events of Default.** An Event of Default shall occur under this Assignment upon the occurrence of (a) a breach by Assignor of any of the covenants, agreements, representations, warranties or other provisions contained herein that is not cured within the applicable grace or cure period (after applicable notice), if any, set forth in the Loan Agreement, or (b) any other Event of Default described in the Loan Agreement, the Note, the Mortgage or any of the other Loan Documents. An Event of Default under this Assignment shall constitute an Event of Default under the Loan Agreement, the Note, the Mortgage and the other Loan Documents.

6. **Remedies.** At any time during the existence of any Event of Default hereunder, Assignee shall without any demand of, but with written notice to Assignor: (a) be entitled to declare all indebtedness secured hereby and by the Collateral and all other documents and instruments evidencing or securing the Note to be immediately due and payable; (b) exercise any and all rights and remedies provided hereunder or under the other documents and instruments evidencing and securing the Note, as well as all remedies available at law and in equity; (c) cure any default in such manner and to such extent as Assignee may deem reasonably necessary to protect the security hereof, including without limitation, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of Assignor under any of the documents, instruments and agreements constituting the Collateral, and in connection therewith, to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees and expenses; and/or (d) either in person or by agent, with or without bringing any action or proceedings, or by a receiver to be appointed by a court at any time hereafter, enforce any of the documents, instruments or agreements constituting the Collateral for its own benefit.

7. **Waiver and Indemnity.** Assignor hereby agrees that no liability shall be asserted or enforced by Assignor against Assignee in its exercise of the powers and rights herein granted, all such liability being hereby expressly waived and released by Assignor, unless due to the negligence or willful act of Assignee, its agents or employees. Assignor hereby agrees to indemnify, defend and hold Assignee harmless from and against any and all liability, reasonable and out-of-pocket expense, reasonable and out-of-pocket cost or damage which Assignee may incur by reason of act or omission of Assignor under any of the documents, instruments, or agreements constituting the Collateral.

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8. **Notices.** All notices and demands which are required or permitted to be given or served hereunder shall be deemed sufficiently served when delivered or mailed in the manner and to the persons described in the Mortgage.

9. **Miscellaneous.** This Assignment and all rights and liabilities hereunder and in and to any and all Collateral shall inure to the benefit of Assignee and its successors and assigns, and shall be binding upon Assignor and its successors and permitted assigns. This Assignment and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the substantive laws of the State of Illinois. All provisions of this Assignment shall be deemed valid and enforceable to the extent permitted by law. Any provision or provisions of this Assignment which are held unenforceable, invalid or contrary to law by a court of competent jurisdiction, shall be of no force or effect, and in such event each and all of the remaining provisions of this Assignment shall subsist and remain and be fully effective according to the terms of this Assignment as though such invalid, unenforceable or unlawful provision or provisions had not been included in this Assignment. Time is of the essence of this Assignment. The headings of paragraphs in this Assignment are for convenience only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof.

10. **Waiver of Right to Trial by Jury.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ASSIGNOR AND ASSIGNEE, BY ITS ACCEPTANCE OF THIS ASSIGNMENT, KNOWINGLY AND VOLUNTARILY MUTUALLY (A) WAIVE THE RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION, CLAIM, COUNTERCLAIM, CROSS-CLAIM, THIRD-PARTY CLAIM, DISPUTE, DEMAND, SUIT OR PROCEEDING ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS ASSIGNMENT, THE LOAN AGREEMENT, THE NOTE, THE MORTGAGE, ANY OF THE OTHER LOAN DOCUMENTS, OR THE LOAN EVIDENCED OR SECURED THEREBY, OR ANY RENEWAL, EXTENSION OR MODIFICATION THEREOF, OR ANY CONDUCT OF ANY PARTY RELATING THERETO, AND (B) AGREE THAT ANY SUCH ACTION, CLAIM, SUIT OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY.

11. **Waiver of Damages.** ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST THE SECURED PARTY ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

[Signatures on the following page]

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IN WITNESS WHEREOF, Assignor has executed and delivered this Collateral Assignment of Redevelopment and Economic Incentive Agreement as of the day and year first above written.

ASSIGNOR:

O'HARE REAL ESTATE, LLC, an Illinois limited liability company

By: [Signature]
Name: Rehan Zeid
Title: Manager

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF Lake)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Rehan Zaid, a Manager of O'HARE REAL ESTATE, LLC, an Illinois limited liability company ("Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, as the free and voluntary act of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 1st day of March, 2018.

Rehan Zaid
Notary Public

(SEAL)

My Commission Expires: 3/31/2020



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EXHIBIT A

LEGAL DESCRIPTION

(HOTEL PARCEL)

PARCEL 1:

LOT 3 IN THE FINAL PLAT OF THE ORCHARDS AT O'HARE SUBDIVISION, RECORDED DECEMBER 27, 2016 AS DOCUMENT 1636218072, BEING A RESUBDIVISION OF PART OF THE ORCHARD HIGGINS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 17, 2016 AS DOCUMENT NUMBER 1607719068, AND BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE RECIPROCAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENTS AND COVENANTS AGREEMENT BY AND BETWEEN THE CITY OF DES PLAINES, AN ILLINOIS HOME-RULE MUNICIPAL CORPORATION (CITY) AND O'HARE REAL ESTATE, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY (DEVELOPER) DATED JANUARY 31, 2017 AND RECORDED FEBRUARY 14, 2017 AS DOCUMENT 1704519092 FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN ACCESS OVER THE FOLLOWING DESCRIBED LAND:

LOTS 2, 4 AND 8 IN THE FINAL PLAT OF THE ORCHARDS AT O'HARE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A NON-EXCLUSIVE RECIPROCAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENTS AND COVENANTS AGREEMENT BY AND BETWEEN THE CITY OF DES PLAINES, AN ILLINOIS HOME-RULE MUNICIPAL CORPORATION (CITY), THE ROSEMONT PARK DISTRICT, AN ILLINOIS PARK DISTRICT (DISTRICT) AND OUTFRONT MEDIA, LLC, A DELAWARE LIMITED LIABILITY COMPANY (BILLBOARD TENANT), DATED NOVEMBER 22, 2016 AND RECORDED JANUARY 20, 2017 AS DOCUMENT 1702018084 FOR THE PURPOSE OF CITY PUBLIC INGRESS, EGRESS, CIRCULATION AND PARKING EASEMENT OVER THE FOLLOWING DESCRIBED LAND:

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LOT 3 IN THE ORCHARD HIGGINS SUBDIVISION BEING A RESUBDIVISION OF VARIOUS RESUBDIVISIONS TOGETHER WITH A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER ALL IN SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING THE PLAT THEREOF RECORDED ON MARCH 17, 2016 AS DOCUMENT NUMBER 1607719068.

PARCEL 4:

A NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS, DATED FEBRUARY 7, 2017 AND RECORDED FEBRUARY 14, 2017 AS DOCUMENT NUMBER 1704519094 AND CREATED BY CONVEYANCE DEED BY O'HARE REAL ESTATE LLC, AN ILLINOIS LIMITED LIABILITY COMPANY (GRANTOR) AND PROMINENCE O'HARE LLC, AN ILLINOIS LIMITED LIABILITY COMPANY (GRANTEE) RECORDED FEBRUARY 17, 2017 AS DOCUMENT NUMBER 1704519091, FOR THE PURPOSE OF INGRESS AND EGRESS FOR PEDESTRIAN AND VEHICULAR ACCESS OVER, ACROSS AND UPON THE PAVED AREAS WITHIN THE PARCELS OF LAND DESCRIBED AS FOLLOWS:

LOTS 5, 6 AND 7 IN THE FINAL PLAT OF THE ORCHARDS AT O'HARE SUBDIVISION, RECORDED DECEMBER 27, 2016 AS DOCUMENT 1636218072, BEING A RESUBDIVISION OF PART OF THE ORCHARD HIGGINS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 17, 2016 AS DOCUMENT NUMBER 1607719068, AND BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 09-33-305-002-0000
 09-33-305-005-0000
 09-33-305-006-0000
 09-33-305-009-0000
 09-33-305-010-0000
 09-33-306-001-0000
 09-33-309-001-0000
 09-33-309-010-0000
 09-33-500-005-0000

ADDRESS: Mannheim Road and Higgins Road, Des Plaines, Illinois

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EXHIBIT B

AFFIRMATION OF COLLATERAL ASSIGNMENT

(See attached)

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

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AFFIRMATION OF COLLATERAL ASSIGNMENT

DES PLAINES HOTEL

WHEREAS, O'HARE REAL ESTATE, LLC, an Illinois limited liability company ("Developer") has entered into a Redevelopment and Economic Incentive Agreement with the City of Des Plaines, an Illinois municipal corporation located in Cook County, Illinois ("City") with an effective date of February 2, 2016, including any and all amendments thereto (the "Agreement"); and

WHEREAS, PROMINENCE O'HARE, LLC, an Illinois limited liability company, an affiliate of Developer, is the owner ("Owner") of that certain parcel designated as the "Hotel Parcel" in the Agreement, and which is legally described in **Exhibit A** attached hereto; and

WHEREAS, said Agreement provides, in part, for the City to rebate to Developer an amount not to exceed the principal amount of Three Million and Five Hundred Thousand and No/100 Dollars (\$3,500,000.00) in hotel occupancy tax revenues generated by the hotel to be developed on the Hotel Parcel; and

WHEREAS, the Agreement provides that the City will execute a promissory note to rebate the hotel tax revenues to Developer ("Hotel Tax Note") once Developer or its designee has satisfied certain conditions; and

WHEREAS, after collection, hotel tax revenue will be under the exclusive control of the City, and Developer's right to reimbursement is subject to Developer or its designee satisfying and complying with the terms of the Hotel Tax Note; and

WHEREAS, Developer has collaterally assigned its right to receive such reimbursements under the Agreement to Republic Bank of Chicago ("Lender"), located at 2221 Camden Court, Oak Brook, Illinois 60523, as collateral for [Owner/Developer's] indebtedness to Lender ("Collateral Assignment"); and

WHEREAS, the Agreement explicitly permits assignment of the Hotel Tax Note to Lender and Lender desires to obtain from the City its affirmation of Developer's collateral assignment to Lender of Developer's rights to receive the proceeds from the Hotel Tax Note; and

NOW THEREFORE, in recognition of the foregoing, the City hereby acknowledges the grant of the security interest to Lender of Developer's rights to receive the proceeds from the Hotel Tax Note pursuant to the Agreement and affirms the aforescribed Collateral Assignment of Developer's rights under the Hotel Tax Note to Lender.

1. Copies of all notices to the Developer under the terms of the Hotel Tax Note shall be sent to Lender, including without limitation, Hotel Tax Rebate amount, default and termination notices, with all such notices to be delivered in the same manner prescribed for in the Agreement at the following address of Lender by the party sending said notice:

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Republic Bank of Chicago
2221 Camden Court
Oak Brook, Illinois 60523
Attention: David Livingston
Telephone: (630) 570-7700
Facsimile: (630) 928-1509


Email:
dlivingston@republicebank.com

2. City hereby confirms (a) that there have been no prior assignments of any interests in the Hotel Tax Note; (b) that no assignment of the Hotel Tax Note or the proceeds due thereunder shall be permitted without the express written consent of the Lender; and (c) that there shall not be any amendment of the Hotel Tax Note or any provision of the Agreement involving the collection or distribution of the Hotel Tax Rebate without the express written consent of Lender.

3. Notwithstanding the provisions of the Agreement regarding third-party beneficiary rights, the City agrees that the Developer's Collateral Assignment of the Agreement to Lender, along with this Affirmation of Collateral Assignment shall be binding and inure to the benefit of Lender subject to the conditions in the Collateral Assignment and this Affirmation of Collateral Assignment. This Affirmation of Collateral Assignment does not in any manner release any rights or defenses of the City under the Agreement in the event of a default by Developer.

IN WITNESS WHEREOF, this Affirmation of Collateral Assignment is executed this 22 day of February, 2018.

CITY OF DES PLAINES, an Illinois municipal corporation

By: 
Name: Michael G. Bartholomew
Its: City Manager

APPROVED AS TO FORM ONLY

 2/23/18
Des Plaines General Counsel Dated

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EXHIBIT A

LEGAL DESCRIPTION

HOTEL PARCEL

LOT 3 IN THE ORCHARDS AT O'HARE SUBDIVISION BEING A RESUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 33 TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NUMBERS: 09-33-305-018-0000

ADDRESS: 3041 ORCHARD PLACE, DES PLAINES, IL