

Doc# 1827017026 Fee \$64,00

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

KAREN A.YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/27/2018 01:46 PM PG: 1 OF 14

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cui 1801 788LD

This instrument was drafted by and when recorded should be be returned to:

Tyler K. Olson Fox Rothschild LLP 222 South Ninth Street, Suite 2000 Minneapolis, MN 55402

For Tax Parcel I.D. Number and Address, see Exhibit A attached hereto.

ASSIGNMENT OF LLASES AND RENTS

DATED AS OF

September 25, 2018

BETWEEN

UNIVERSITY VILLAGE MASTER TENANT, LLC, an Illinois limited liability company

AND

UNIVERSITY VILLAGE OWNER, LLC, an Illinois limited liability company

Box 400

bm

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (the "Assignment") is made as of September 25, 2018, by UNIVERSITY VILLAGE MASTER TENANT, LLC, an Illinois limited liability company (the "Master Tenant") in favor of UNIVERSITY VILLAGE OWNER, LLC, an Illinois limited liability company (the "Borrower").

PRELIMINARY STATEMENT OF FACTS:

- A. Becrewer has made application to and VMC Lender LLC, a Delaware limited liability company (i.e. "Lender") has agreed to make a term loan available to Borrower in an amount up to Twenty-Gne Million Five Hundred Thousand and no/100 Dollars (\$21,500,000.00) (the "Loan") to refinance certain real property and improvements located in Cook County, Illinois legally described in Exhlbit A attached hereto and of renovating and rehabilitating certain improvements thereon (such real property with all improvements now or hereafter located thereon, is the "Premises"), and in furtherance thereof, Borrower and Lender have entered into that certain Loan Agreement dated of even date herewith (with all amendments, modifications and supplements, the "Loan Agreement"), wherein Lender will disburse the Loan, or portions thereof, to Borrower under the conditions contained therein. Unless the context herein otherwise indicates, all capitalized terms not otherwise defined herein shall have the meaning given such terms in the Loan Agreement.
- B. To evidence the Loan, Borrower is executing and delivering to Lender that certain Promissory Note dated of even date herewith in the amount or the Loan (with all amendments, modifications and supplements, the "Note").
- C. As security for the repayment of the Note, Borrower is executing in favor of Lender, that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement dated of even date herewith (with all amendments modifications and supplements, the "Mortgage") encumbering the Premises.
- D. Borrower, as landlord, and Master Tenant, as tenant, have entered into mat certain Lease dated as of October 9, 2015 (the "Master Lease"), pursuant to which Master Tenant has leased the Premises from Borrower.
 - E. Master Tenant subleases the Premises to multiple subtenants.
- F. Lender requires as a condition to making the Loan to Borrower that (i) Master Tenant execute and deliver this Assignment in favor of Borrower, (ii) Master Tenant execute and deliver that certain Security Agreement dated as of even date herewith in favor of Borrower ("Security Agreement"), and (iii) Borrower collaterally assigns its rights under this Assignment to Lender.

G. Master Tenant is financially interested in the Premises and its financing and expects to derive substantial economic benefits therefrom.

NOW THEREFORE FOR VALUE RECEIVED, Master Tenant hereby immediately, unconditionally and collaterally grants, bargains, transfers, sets over and assigns to Borrower a security interest in all of Master Tenant's right, title and interest in and to all of the following:

- (i) All leases, subleases and agreements for the leasing, use or occupancy of the Premises now, heretofore or hereafter entered into and all amendments, renewals and extensions thereof (collectively "Lease" or "Leases", as the case may be);
- (ii) The immediate and continuing right to receive and collect the rents, income, profits and issues arising out of, payable from or collected from any Lease of the Promises including, without limitation, all monies owed under any Lease for services, materials, leasehold improvements or otherwise furnished or installed pursuant to any Lease and all revenues of any sort whatsoever from the use or occupincy of any portion of the Premises (the "Rents");
- (iii) All guarantees of the cbl.gations of any tenant under a Lease;
 - (iv) All payments derived from any Lease of the Premises including, without limitation, claims for the recovery of damages done to the Premises or for the abatement of any nuisance existing thereon, claims for damages resulting from default under the Leases, whether resulting from acts of insolvency or acts of bankruptcy or otherwise, and all payments made or pursuant to the termination of any Leases or a settlement of the obligations of any tenant under any Lease;
 - (v) All proceeds payable by reason of the exercise by a tenant of any option to purchase the Premises or any first refusal rights of a tenant contained in a Lease;
 - (vi) All rights in and to any proceeds of insurance payable to Master Tenant and damages or awards resulting from an authority exercising the rights of eminent domain with respect to the Premises;
 - (vii) Any award or damages payable to Master Tenant pursuant to any bankruptcy, liquidation, dissolution, insolvency, or similar proceeding affecting any tenant;
 - (viii) Any payments made to Master Tenant in lieu of Rent;
 - (ix) All security deposits paid by any tenant under any Lease; and
 - (x) All of the following rights of Master Tenant:

- (a) the right to waive, excuse, condone or in any manner release or discharge the tenants of or from the obligations, covenants, conditions and agreements by any tenant to be performed under its Lease;
- (b) the right to terminate any Lease;
- (c) the right to amend or modify any Lease or alter the obligations of the parties thereunder without the consent of Borrower;
- (d) the right to accept a surrender of any Lease prior to its expiration date;
- the right to exercise the remedies of the landlord under any Lease by reason of any default by the tenant thereunder; and
- (f) the right to send notices of default in connection with the default by a tenant under its Lease.

All the foregoing are collectively eferred to herein as the "Assigned Rights". It is the intention of Master Tenant and Borrower that the conveyance of the Assigned Rights be presently, unconditionally and immediately effective as security for the repayment of the Indebtedness Secured Hereby (as hereinafter defined); TO HAVE AND TO HOLD the Assigned Rights unto Borrower, forever and Master Tenant does hereby bind itself, its successors and assigns, to warrant and forever defend the title to the Assigned Rights unto Borrower against every person whomsoever lawfully claiming or to claim the same of any part thereof.

This Assignment is given for the purpose of securing the payment and performance of all of Master Tenant's obligations under the Master Lease, including, without limitation, Master Tenant's obligation to make all payments of rent due thereunder (collectively the "Indebtedness Secured Hereby").

AND MASTER TENANT FURTHER REPRESENTS, WARRANTS, COVENANTS AND AGREES:

ARTICLE 1. PERFORMANCE OF LEASES

- 1.1 PERFORMANCE OF LEASES. Master Tenant shall:
 - (a) Upon Borrower's request, provide Borrower with a copy of all Leases of the Premises;
 - (b) Faithfully abide by, perform and discharge each and every material obligation, covenant and agreement under any Lease of the Premises (other than the Master Lease) to be performed by the landlord thereunder;

- (c) Enforce or secure the performance of each and every material obligation, covenant, condition and agreement of each Lease (other than the Master Lease) by the tenants thereunder to be performed;
- (d) Not borrow against, pledge or further assign any Rents due under any Lease, except for the pledge and assignment in favor of Master Tenant and the pledge and assignment in favor of Lender;
- (e) Not permit the prepayment of any Rents due under any Lease for more than one (1) month in advance nor for more than the next accruing installment of Rents;
- (f) Not waive, excuse, condone or in any manner release or discharge any tenant of or from the material obligations, covenants, conditions and agreements by such tenant to be performed under its Lease;
- (g) Not permit any tenant to assign or sublet its interest in its Lease unless required to (o so by the terms of such tenant's Lease; and
- (h) Not amend or modify any commercial Lease (if applicable) or alter the obligations of the parties thereunder without the prior written consent of Borrower.

ARTICLE 2. PROTECTION OF SECURITY

2.1 <u>PROTECTION OF SECURITY</u>. Master Tenant shall protect the interests of the Borrower under this Assignment and shall appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any Lease or the obligations, duties or liabilities of Master Tenant thereunder, and if in the reasonable judgment of Borrower, Master Tenant is failing to do so, Borrower shall have the right to take such actions to protect its interests and to appear in and defend itself and such actions and Master Tenant agrees to pay all costs and expenses of Borrower, including, without limitation, reasonable attorneys' fees in a reasonable sum, in any such action or proceeding in which Borrower in its sole discretion may appear.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES

- 3.1 <u>REPRESENTATIONS AND WARRANTIES.</u> Master Tenant represents and warrants that:
 - (a) It is now the absolute owner of the Assigned Rights with full right and title to assign the same;

- (b) There are no outstanding assignments or pledges of any Assigned Rights;
- (c) All material obligations on the part of the landlord under any Lease have been fully complied with;
- (d) No Rents have been collected for more than one (1) month in advance of their due date or waived, anticipated, discounted, compromised or released, except as disclosed in writing to Borrower:
- (e) No tenant has any defenses, setoffs or counterclaims against Master Tenant;
- (f) Moster Tenant has not executed any instrument that would prevent Borrower from enjoying the benefits of this Assignment; and
- (g) No part of the Premises is used as a homestead or as agricultural property.

ARTICLE 4. RIGHT TO COLLECT RENTS

4.1 <u>COLLECTION OF RENTS</u>. Except as hereinafter set forth, Master Tenant shall have the right to collect the Rents accruing under the Leases as they become due, but not more than one (1) month in advance, and to enforce the Leases. Subject to Section 6.1(a), the right to collect Rents shall automatically terminate upon the occurrence and during the continuance of a Default. Master Tenant covenants and agrees that in exercising its right to collect Rents it shall hold all Rents in trust and shall apply the same first to the payment of the reasonable expenses of owning, maintaining, repairing, operating and renting the Premises, and then to payment of the Indebtedness Secured Hereby.

ARTICLE 5. EVENTS OF DEFAULT

- 5.1 <u>DEFAULT</u>. It shall be an "Default" under this Assignment upon the happening of any of the following:
 - (a) Master Tenant fails to comply with or perform any agreement, term, condition or covenant required to be performed or observed by Master Tenant under the terms of this Assignment and such failure continues unremedied for a period of thirty (30) days after notice thereof from Borrower to Master Tenant; or
 - (b) Any event designated as a "Default" or "Event of Default" shall occur under the Master Lease.

ARTICLE 6. REMEDIES

6.1 REMEDIES.

During the continuance of a Default, the license granted to Master Tenant in Section 4.1 of this Assignment shall automatically be revoked, and Borrower shall immediately be entitled to possession of all Rents and all sums due under any lease guaranties, whether or not Borrower enters upon or takes control of the Premises. In addition, Borrower may, at its option, without waiving such Default, without regard to the adecuacy of the security for the Master Lease, 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 Master Tenant and its agents and servants from the Premises. without liability for trespass, damages or otherwise and exclude Master Tenant and its agents or servants wholly therefrom, and take possession of the Premises and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Premises on such terms and for such period of time as Borrower may deem proper and either with or without taking rossession of the Premises 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 full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as Borrower may deem proper, and may apply the Rents and sums received pursuant to any lease guaranties to the payment of the lehewing in such order and proportion as Borrower in its reasonable discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all reasonable expenses of managing and securing the Premises, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Berrower may deem necessary or desirable and all expenses of operating and maintaining the Promises, including, without being limited thereto, all taxes, charges, claims, assessments, wat a charges, sewer rents and any other liens, and premiums for all insurance which Borrower ray deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Premises. In addition, upon the occurrence of a Default, Borrower, at its option, may (1) at Master Tenant's reasonable expense complete any construction on the Premises in such manner and form as Borrower deems advisable, (2) exercise all rights and powers of Master Tenant, 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 Premises and all sums due under any lease guaranties, (3) either require Master Tenant to pay monthly in advance to Borrower, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Premises as may be in the possession of Master Tenant, or (4) require Master Tenant to vacate and surrender possession of the Premises to Borrower or to such receiver and, in default thereof, Master Tenant may be evicted by summary proceedings or otherwise, or (5) seek the appointment of a receiver to exercise any of the rights of Master Tenant or

Borrower to collect, hold and apply the Rents from the Premises and to exercise all rights and powers of Master Tenant, which receiver may upon any Default be appointed exparte, without notice to Master Tenant

- Nothing contained in this Assignment and no act done or omitted by Borrower pursuant to the power and rights granted to Borrower hereunder shall be deemed to be a waiver by Borrower of its rights and remedies under the Master Lease, Security Agreement, and any other documents executed in connection with the Master Lease and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Borrower under the terms thereof. The right of Borrower to collect under the terms of the Master Lease and to enforce any other security therefor held by it may be exercised by Borrower either prior to, simultaneously with, or subsequer to any action taken by it hereunder. Master Tenant 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 Master Lease in any action or proceeding brought by Borrower to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Security Agreement, or any other document executed in connection with the Master Lease (provided, however, in a the foregoing shall not be deemed a waiver of Master Tenant's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure).
- 6.2 <u>FULL REMEDIES</u>. It is the intention of the parties that this Assignment shall confer upon Borrower the fullest rights, remedies and benefits available under the laws of the State of Illinois for the appointment of a receiver, the assignment of rents and leases as security for the Loan and the collection and application of Rents trong the Premises.

ARTICLE 7. GENERAL COVENANTS

- 7.1 NO LIABILITY IMPOSED ON BORROWER. Borrower shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under the Leases nor shall this Assignment operate to place responsibility for the control, care management or repair of the Premises upon Borrower nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Borrower exponsible or liable for any waste committed on the Premises, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger, nor shall it operate to make Borrower liable for laches or failure to collect any Rents or protect any Lease.
- 7.2 <u>INDEMNIFICATION</u>. Master Tenant shall and does hereby agree to indemnify and to hold Borrower harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases except to the extent caused by the gross negligence or

intentional wrongful acts of Borrower. Should Borrower incur any such liability, or in the defense of any such claims or demands of a judgment be entered against Borrower, the amount thereof, including, without limitation, costs, expenses, and reasonable attorneys' fees, shall bear interest thereon at the default rate of interest set forth in the Master Lease, shall be secured hereby, shall be added to the Indebtedness Secured Hereby and Master Tenant shall reimburse Borrower for the same immediately upon demand, and upon the failure of Master Tenant so to do, Borrower may declare all Indebtedness Secured Hereby immediately due and payable. MASTER TENANT ACKNOWLEDGES AND CONFIRMS THAT CERTAIN PROVISIONS OF THIS ASSIGNMENT IMPOSE UPON MASTER TENANT CERTAIN OBLIGATIONS AND INDEMNITIES FOR CLAIMS RESULTING FROM THE NEGLIGENCE OR ALLEGED NegLIGENCE OF BORROWER.

- TEN NT TO RECOGNIZE BORROWER. Each tenant under any Lease is 7.3 hereby irrevocably autogrized and directed to recognize the claims of Borrower or any receiver appointed without investigating the reason for any action taken or the validity or the amount of indebtedness owing to Borrover, or the existence of any Default hereunder, or the application to be made by Borrower or such receiver. Master Tenant hereby irrevocably directs and authorizes the tenants to pay to Borrower or such receiver all sums due under the Leases and consents and directs that such sums shall be paid to any receiver in accordance with terms of its receivership or to Borrower without the necessity for judicial determination that a default has occurred hereunder or that Borrower is entitled to exercise its rights hereunder, and to the extent such sums are paid to Borrower or such receiver, Master Tenant agrees that the tenant shall have no further liability to Master Tenant for the same. The sole signature of Borrower or such receiver shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of Borrower or such receiver for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Premises. Checks for all or any part of the Rents collected under this Assignment shall upon notice from Borrower be drawn to the exclusive order of Borrower or such receiver.
- 7.4 <u>SECURITY DEPOSITS</u>. Upon a Default, Master Tenant shall on demand transfer to Borrower or a bank designated by Borrower all security deposits held by Master Tenant under the Leases (if any) and all interest thereon required by law or the Leases, to be held by Borrower or such bank and applied in accordance with the provisions of the Leases. Until Entrower makes such demand and the deposits are paid over to Borrower or such bank, Borrower accumes no responsibility for all such security deposits and interest that may accrue thereon.
- 7.5 <u>ATTORNEY-IN-FACT</u>. Master Tenant hereby irrevocably appoints Borrower and its successors and assigns as its agent and attorney-in-fact, irrevocable, which appointment is coupled with an interest, to exercise, upon the occurrence and during the continuance of a Default, any rights or remedies hereunder and to execute and deliver during the term of this Assignment such instruments as Borrower may deem necessary to make this Assignment and any further assignment effective.
- 7.6 <u>ASSIGNMENT OF FUTURE LEASES</u>. Until the Indebtedness Secured Hereby shall have been paid in full, Master Tenant shall on demand of Borrower deliver to Borrower

executed copies of any and all other future Leases upon all or any part of the Premises and agrees to make, execute and deliver unto Borrower upon demand and at any time or times, any and all assignments and other instruments sufficient to assign such Leases and Rents thereunder to Borrower or that Borrower may deem to be advisable for carrying out the true purposes and intent of this Assignment. From time to time on request of Borrower Master Tenant agrees to furnish Borrower with a rent roll of the Premises disclosing current tenancies, rents payable, and such other matters as Borrower may reasonably request.

- 7.7 <u>NO MORTGAGEE IN POSSESSION</u>. Nothing herein contained and no actions taken pursuant to this Assignment shall be construed as constituting Borrower a "Mortgagee in Possession".
- 7.8 BCRROWER CREDITOR OF TENANT. Master Tenant agrees that Borrower, and not Master Tenant, shall be and be deemed to be the creditor of each tenant in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting any such tenant (without obligation on the part of Borrower, however, to file or toake timely filings of claims in such proceedings or otherwise to pursue creditor's rights therein) with an option to Borrower to apply any money received by Borrower as such creditor in reduction of the Indebtedness Secured Hereby.
- 7.9 <u>CONTINUING RIGHTS</u>. The rights and powers of Borrower or any receiver hereunder shall continue and remain in full force and effect until all Indebtedness Secured Hereby, including, without limitation, any deficiency remaining from a foreclosure sale, are paid in full, and shall continue after commencement of a foreclosure action and after foreclosure sale and until expiration of any period of redemption.

ARTICLE 8. MISCELLANEOUS

- 8.1 <u>SUCCESSORS AND ASSIGNS</u>. This Assignment and each and every covenant, agreement and provision hereof shall be binding upon Master Tenant and its successors and assigns, including, without limitation, each and every record owner, from time to time, of the Premises or any other person having an interest therein and shall inure to the benefit of Borrower and its successors and assigns. As used herein the words "successors and assigns" shall also be deemed to mean the heirs, executors, representatives and administrators of any natural person who is a party to this Assignment.
- 8.2 <u>GOVERNING LAW</u>. Notwithstanding the place of execution of this instrument, the parties to this instrument have contracted for Illinois law to govern this instrument and it is agreed that this instrument is made pursuant to and shall be construed and governed by the laws of the State of Illinois without regard to the principles of conflicts of law.
- 8.3 <u>SEVERABILITY</u>. It is the intent of this Assignment to confer to Borrower the rights and benefits hereunder to the full extent allowable by law. The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein

contained unenforceable or invalid. Any provisions found to be unenforceable shall be severable from this Assignment.

8.4 NOTICES. All notices, demands, or other communications under this Assignment shall be in writing and shall be delivered to the appropriate party at the address set forth below (subject to change from time to time by written notice to all other parties to this Assignment). All notices, demands or other communications shall be considered as properly given if delivered personally or sent by first class United States Postal Service mail, postage prepaid, or by Overnight Express Mail or by overnight commercial courier service, charges prepaid, except that notice of Default may be sent by certified mail, return receipt requested, charges prepaid. Notices so sent shall be effective three (3) days after mailing, if mailed by first class mail, and otherwise upon delivery or refusal; provided, however, that non-receipt of any communication as the result of any change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. For purposes of notice, the address of the parties shall be.

Each notice to Borrower snall be addressed as follows:

University Village Owner, LLC 1020 W. Lawrence Aze, Suite 300 Chicago, Illinois 60640 Attn: Erik Larson

Each notice to Master Tenant shall be addressed as follows:

University Village Master Tenant, LLC 1020 W. Lawrence Ave., Suite 300 Chicago, Illinois 60640 Attn: Tim Cwick

- 8.5 <u>CAPTIONS AND HEADINGS</u>. The captions and headings of the various sections of this Assignment are for convenience only and are not to be constituted as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.
- 8.6 <u>ASSIGNMENT REPLACEMENT</u>. This Assignment is executed and delivered in replacement of any existing Assignment of Leases and Rents outstanding by Master Tenant in favor of Borrower.
- 8.7 <u>CONSENT TO JURISDICTION</u>. The Master Tenant submits and consents to personal jurisdiction of the Courts of the State of Illinois and Courts of the United States of America sitting in such State for the enforcement of this instrument and waives any and all personal rights under the laws of any state or the United States of America to object to jurisdiction in the State of Illinois. Litigation may be commenced in any state court of general

jurisdiction for the State of Illinois or the United States District Court located in that state, at the election of the Lender. Nothing contained herein shall prevent Borrower from bringing any action against any other party or exercising any rights against any security given to Borrower, or against the Master Tenant personally, or against any property of the Master Tenant, within any other state. Commencement of any such action or proceeding in any other state shall not constitute a waiver of consent to jurisdiction or of the submission made by the Master Tenant to personal jurisdiction within the State of Illinois.

8.8 WAIVER OF JURY TRIAL. MASTER TENANT WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH MASTER TENANT AND BORROWER MAY BE PAPTIES, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO, THIS ASSIGNMENT OR THE MASTER LEASE. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTION OR PROCEEDING, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THE MASTER LEASE. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY MASTER TENANT, AND MASTER TENANT HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. MASTER TENANT FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

[Remainder of Page Intentionally Left Blank]

1827017026 Page: 13 of 14

UNOFFICIAL COPY

IN WITNESS WHEREOF, this Assignment is executed as of the date first above written.

UNIVERSITY VILLAGE MASTER TENANT, LLC,

an Illinois limited liability company

By: CSCP Master Tenant Member, LLC, an Illinois limited liability company, its managing member

By: University Village Manager LLC, an Illinois limited liability company, its Manager

By: Alexander Samoylovich, its Manager

William Murphy, its Manager

By: Mark Heffron, its Manager

STATE OF IUMOIS
COUNTY OF COOK

WITNESS my hand and official seal.

Signature: Name:

ame:

My Commission Expires:

4/26/2AZI

"OFFICIAL SEAL" SCOTT G PERDUE

Notary Public, State of Illinois
My Commission Expires 4/26/2021

[Signature Page to Assignment of Leases and Rents (Master Tenant)]

EXHIBIT "A"

Legal Description

THE WEST 12.60 FEET OF LOT 13 AND ALL OF LOTS 14 THROUGH 25, BOTH INCLUSIVE, IN BLOCK 14 IN SAMPSON AND GREEN'S SUBDIVISION OF BLOCKS 2 TO 6 AND 11 TO 14, ALL INCLUSIVE IN SAMPSON AND GREEN'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT 5 ACRES IN THE NORTHWEST CORNER OF THE EAST 1/2 OF SAID TRACT), ALL IN COOK COUNTY, JULINOIS.

Tax Parcel Identification Numbers:

17-20-127-001-0000 (Affects Lots 15-25) 17-20-127-002-0000 (Affects Lot 14) 17-20-127-017-0000 (Affects the West 12.60 feet of Lot 13)

Address of Property:

1433-1459 W. 15th Street, 1501 S. Laflin Sweet, and a portion of 1431 W. 15th Street, Chicago, Illinois 60642