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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Carmody MacDonald P.C.
120 South Central Ave., Suite 1800
St. Louis, MO 63105
Attention: Josh Reinert
Loan: Reliance Bank/Tesla Schaumburg

 *1831034074*
Doc# 1831034074 Fee \$58.00
RHSP FEE:\$9.00 RPRF FEE: \$1.00
KAREN A. YARBROUGH
COOK COUNTY RECORDER OF DEEDS
DATE: 11/06/2018 02:31 PM PG: 1 OF 11
(Space Above For Recorder's Use)

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of October 26, 2018, by and from **SCHAUMBURG, IL (320 W GOLF) LLC**, an Illinois limited liability company ("Borrower"), to and for the benefit of **RELIANCE BANK**, a Missouri banking corporation, its successors and assigns ("Lender").

RECITALS

WHEREAS, Borrower is the owner of certain real property located in Cook County, Illinois, as such property is legally described in Exhibit A attached hereto (the "Property").

WHEREAS, Lender has agreed to make a loan to Borrower in a maximum principal amount not to exceed SIX MILLION EIGHT HUNDRED EIGHTY-FIVE THOUSAND AND 00/100 DOLLARS (\$6,885,000.00) (the "Loan"), on the terms and subject to the conditions of that certain Construction Loan Agreement dated as of the date hereof by and between Borrower and Lender (as the same may be amended, modified, renewed or restated from time to time, the "Loan Agreement"). The Loan is evidenced by that certain Promissory Note dated as of the date hereof from Borrower to the order of Lender in the principal face amount of SIX MILLION EIGHT HUNDRED EIGHTY-FIVE THOUSAND AND 00/100 DOLLARS (\$6,885,000.00) (as the same may be amended, modified, extended, renewed or restated from time to time, the "Note").

WHEREAS, the Loan is secured by, *inter alia*, that certain Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the date hereof, made by Borrower for the benefit of Lender, which encumbers the Property (as the same may be amended, modified, renewed or restated from time to time, the "Mortgage").

WHEREAS, certain other documents, instruments and agreements also evidence and/or secure the Loan (together with the Note, the Loan Agreement and the Mortgage, collectively, and as the same may be amended, modified, renewed or restated from time to time, the "Loan Documents").

WHEREAS, Borrower is required as a condition to the making of the Loan to transfer and assign to Lender all of Borrower's right, title and interest in, to and under the Leases and Rents (as defined below), and grant a security interest to Lender in the Rents.

First American Title Order # NCS-900807

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AGREEMENT

NOW, THEREFORE, as an inducement for the making of the Loan, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Borrower hereby represents, warrants, covenants and agrees to and for the benefit of Lender as follows:

1. **Recitals; Definitions.** The foregoing recitals are acknowledged to be true and correct by Borrower and are incorporated herein by this reference. As used herein, the following terms shall have the following meanings:

“Event of Default” means (a) the occurrence of any Event of Default under the Loan Agreement or any other Loan Document, as such term is used and defined in any such document; or (b) the existence of any material inaccuracy or untruth in any representation or warranty contained in this Assignment, or of any statement or certification as to facts delivered to Lender by or on behalf of Borrower hereunder; or (c) the failure by Borrower to perform or cause to be performed any obligation or observe any condition, covenant, term, agreement or provision required to be performed or observed by Borrower contained in this Assignment; provided, however, that if such failure by its nature can be cured, then so long as the continued operation and safety of the Property, and the priority, validity and enforceability of the liens and security interests created by the Mortgage or any of the other Loan Documents and the value of the Property or any other collateral for the Loan is not impaired, threatened or jeopardized, then Borrower shall have a period (**“Cure Period”**) of thirty (30) days after Borrower obtains actual knowledge of such failure or receives written notice of such failure to cure the same and an Event of Default shall not be deemed to exist during the Cure Period (provided, however, such period shall be limited to ten (10) days if such failure can be cured by the payment of money); provided further that if the failure is not reasonably capable of being cured within the initial thirty (30) day Cure Period, then, so long as Borrower commence the cure of the failure during the initial 30 day Cure Period and thereafter diligently prosecutes the same to completion, the Cure Period shall be extended for up to sixty (60) additional days, but in no event shall the Cure Period be longer than ninety (90) days in the aggregate.

“Leases” means, collectively, all leases, subleases, occupancy agreements, rental contracts, licenses and other agreements and arrangements (in each case whether existing now or in the future) pursuant to which any person or entity now or hereafter occupies or has the right to occupy or use any portion of the Property, and includes (a) any supplement, modification, amendment, renewal or extension thereof, and (b) any security or guaranty therefor. (Borrower acknowledges and represents that as of the date hereof, only two leases encumber the Property, which are the Leases as identified and described in the Loan Agreement and/or the schedule of Permitted Exceptions attached thereto.)

“Obligations” means (i) the payment when and as due and payable of the principal of and interest on the Loan or so much thereof as may be advanced from time to time, and any and all late charges, and all other Indebtedness evidenced by or owing under the Note and any of the other Loan Documents, together with any extensions, modifications, restatements, renewals or refinancings of any of the foregoing, (ii) the payment of all other indebtedness which the Mortgage by its terms secures, and (iii) the performance and observance of the covenants and agreements contained in the Mortgage, the Loan Agreement, the Note and each of the other Loan Documents, and (iv) all obligations and liabilities of the Borrower to Lender under any Rate Management Agreements.

“Tenants” means, collectively, the tenants under the Leases or any subtenants or occupants of the Property.

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“**Rents**” means all rents, issues, income, revenues, royalties, profits and other amounts now or in the future payable under any of the Leases, including those past due and unpaid.

Capitalized terms used in this Assignment and not otherwise defined are used as defined in the Loan Agreement.

2. **Assignment.** Borrower hereby absolutely and unconditionally transfers, sets over and assigns to Lender all present and future right, title and interest of Borrower in, to and under the Leases and the Rents, together with all advance payments, security deposits and other amounts paid or payable to or deposited with Borrower or any manager of the Property under any of the Leases and all other rights and interests of Borrower or any manager of the Property under or in respect of any of the Leases. This Assignment is intended to be and is an absolute present assignment from Borrower to Lender, it being intended hereby to establish a complete and present transfer of all Leases and Rents with the right, but without the obligation, to collect all Rents. In furtherance of the foregoing, but without limitation of the absolute assignment hereby effected, Borrower hereby grants a security interest to Lender in and to the Rents, to the secured due payment and performance of the Obligations.

3. **License.** Except as hereinafter set forth, Borrower shall have a license to collect the Rents accruing under the Leases as they become due (“**License**”), but not in advance, and to enforce the Leases. Subject to Section 8(a) hereof, the License shall automatically terminate upon the occurrence of an Event of Default. Borrower covenants and agrees that in exercising its License it shall hold all Rents in trust and shall apply the same first to the payment of the Obligations due and owing, and then to payment of the reasonable expenses incurred by the Borrower in connection with owning, maintaining, repairing, operating and renting the Property.

4. **Representations and Warranties.** Borrower hereby represents and warrants to Lender that: (a) Borrower is the absolute owner of the entire lessor’s interest in and to any and all Leases, with absolute right and title to assign the Leases and the Rents; (b) all Leases are valid, enforceable and in full force and effect and have not been modified, amended or terminated other than as permitted hereunder; (c) other than assignments and pledges in favor of Lender, including the assignment herein granted, there are no assignments or pledges of the Leases or of the Rents and no other party has any right, title or interest in the Leases or the Rents; (d) there are no defaults under the provisions of any Leases on the part of the Borrower or on the part of the Tenants thereunder; (e) no Tenant under any Lease has any defense, set-off or counterclaim against Borrower; (f) no Tenant has any purchase option or first refusal right or any right or option for additional space with respect to the Property; (g) Borrower has not accepted prepayments of installments of rent or any other charges under any Lease for a period of more than one (1) month in advance; (g) all work required to be performed by Borrower, as landlord, under any Lease has been completed. These representations and warranties are continuing representations and warranties and shall survive for as long as the Loan or any portion thereof remains outstanding.

5. **Covenants of Borrower.**

(a) **New Leases and Lease Terminations and Modifications.** Borrower shall manage the Property, administer the Leases, and collect the Rents in a professional manner. Borrower shall not enter into any Lease, or cancel, surrender or terminate any Lease (except as a result of a material default by the Tenant thereunder and failure of such Tenant to cure the default within the applicable time periods set forth in the Lease), or amend or modify any Lease, or consent to any assignment or sublease of any Lease, without the prior written consent of the Lender. Any attempt to do any of the foregoing without the prior written consent of the Lender shall be null and void.

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(b) Performance under Leases. Borrower shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the landlord thereunder, and the Borrower shall not do or suffer to be done anything to impair the security thereof. The Borrower shall not (i) release the liability of any Tenant under any Lease or any guaranty thereof, (ii) consent to any Tenant under any Lease withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any Tenant's claim of a total or partial eviction, (iv) consent to a termination or cancellation of any Lease, or (v) enter into any oral Lease(s) with respect to all or any portion of the Property.

(c) Collection of Rents. Borrower shall not collect any of the Rents under any Lease assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits.

(d) Further Assignment. Borrower shall not make any other assignment or pledge of its entire or any part of its interest in or to any or all Leases, or any or all Rents, without Lender's prior written consent.

(e) Lease Guaranty. The Borrower shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law.

(f) Waive Rental Payments. The Borrower shall not waive or excuse the obligation to pay rent under any Lease.

(g) Defending Actions. The Borrower shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the landlord or any Tenant or guarantor thereunder, and shall pay all costs and expenses of the Lender, including court costs and reasonable attorneys' fees, in any such action or proceeding in which the Lender may appear.

(h) Enforcement. The Borrower shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the Tenants and any guarantors thereunder.

(i) Notice. Borrower shall immediately notify Lender of any payment default or any other material breach by any Tenant or any guarantor under any Lease.

(j) Subordination. The Borrower shall not permit any of the Leases to become subordinate to any lien or liens, other than liens securing the indebtedness secured hereby and liens for general real estate taxes not delinquent.

6. Cancellation of Lease. In the event that any Lease permits cancellation thereof on payment of consideration and the privilege of cancellation is exercised, the payments made or to be made by the Tenants under such Lease by reason thereof are hereby assigned to Lender, and upon receipt shall be turned over by Borrower to Lender, for application at the election of Lender, to the Obligations in whatever order Lender shall choose in its discretion.

7. Lender's Rights Upon Tenant Bankruptcy.

(a) If any Tenant under a Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute

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which provides for the possible termination or rejection of any Lease assigned hereby, the Borrower covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of the Lender, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to the Borrower and the Lender. The Borrower hereby assigns any such payment(s) to the Lender and further covenants and agrees that upon the request of the Lender, it will pay over such funds to Lender, and duly endorse to the order of the Lender any check representing such funds. Any funds so delivered to Lender shall be applied, at the election of Lender, to the Obligations in whatever order Lender shall choose in its discretion or shall be held in trust by Lender as further security, without interest, for the payment of the Obligations.

(b) Without limitation of the foregoing subparagraph (a), upon the occurrence of an Event of Default, and if a Tenant under any Lease files or has filed against it any petition in bankruptcy or for reorganization, or undertakes or is subject to similar action, Lender shall have, and is hereby assigned by Borrower, all of the rights which would otherwise inure to the benefit of Borrower in such proceedings, including, without limitation, the right to seek "adequate protection" of its interests, to compel rejection of any Lease, and to seek such claims and awards as may be sought or granted in connection with the rejection of such Lease. Unless otherwise consented to by Lender in writing, Lender's exercise of any of the rights provided herein shall preclude Borrower from the pursuit and benefit thereof without any further action or proceeding of any nature. Lender, however, shall not be obligated to make timely filings of claims in any bankruptcy, reorganization or similar action, or to otherwise pursue creditor's rights therein.

8. Default of Borrower; Remedies.

(a) Remedies. Upon the occurrence of an Event of Default, Borrower's License to collect Rents shall immediately cease and terminate, unless Lender shall otherwise notify Borrower in writing that such License is not being terminated by Lender. Lender shall thereupon be authorized at its option to enter and take possession of all or part of the Property, in person or by agent, employee or court-appointed receiver, and to perform all acts necessary for the operation and maintenance of the Property in the same manner and to the same extent that Borrower might reasonably so act. In furtherance thereof, Lender shall be authorized, but under no obligation, following any Event of Default, to collect the Rents arising from the Leases, and to enforce performance of any other terms of the Leases including, but not limited to, Borrower's rights to fix or modify rents, sue for possession of the leased premises, relet all or part of the leased premises, enter into new Leases, and collect all Rents under such new Leases. Borrower shall also pay to Lender, upon any Event of Default: (i) all rent prepayments and security or other deposits paid to Borrower pursuant to any Lease assigned hereunder; and (ii) all charges for services or facilities or for escalations which have theretofore been paid pursuant to any such Lease to the extent allocable to any period from and after such Event of Default. Lender will, after payment of all proper costs, charges and any damages, apply the net amount of such Rents to the Obligations. Lender shall have sole discretion as to the manner in which such Rents are to be applied, the reasonableness of the costs to which they are applied, and the items that will be credited thereby.

(b) Notice to Tenants. Borrower hereby irrevocably authorizes each Tenant, upon demand and notice from Lender of the occurrence of any Event of Default, to pay all Rents under the Leases directly to Lender. Borrower shall not interfere with any such notices sent by Lender. Borrower agrees that each Tenant shall have the right to rely upon any notice from Lender directing such Tenant to pay all Rents to Lender, without any obligation to inquire as to the actual existence of an Event of Default, notwithstanding any notice from or claim of Borrower to the contrary. Borrower shall have no claim against any Tenant for any Rents paid by Tenant to Lender.

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(c) Assignment of Defaulting Borrower's Interest in Lease. Lender shall have the right to assign Borrower's right, title and interest in and to the Leases and Rents to any Person acquiring title to the Property through foreclosure or otherwise. Such assignee shall not be liable to account to Borrower for the Rents thereafter accruing.

(d) No Waiver. Lender's failure to avail itself of any of its rights under this Assignment for any period of time, or at any time or times, shall not constitute a waiver thereof. Lender's rights and remedies hereunder are cumulative, and not in lieu of, but in addition to, any other rights and remedies Lender has under the Loan Agreement, the Note, the Mortgage and any of the other Loan Documents. Lender's rights and remedies hereunder may be exercised as often as Lender deems expedient.

(e) Costs and Expenses. The cost and expenses (including any receiver's fees and attorney's fees) incurred by Lender pursuant to the powers contained in this Assignment shall be immediately reimbursed by Borrower to Lender on demand, shall be secured hereby and, if not paid by Borrower, shall bear interest from the date due at the Default Rate (as defined in the Note). Lender shall not be liable to account to Borrower for any action taken pursuant hereto, other than to account for any Rents actually received by Lender.

9. Indemnification of Lender. Borrower hereby agrees to indemnify, defend, protect and hold Lender harmless from and against any and all liability, loss, cost, expense or damage (including attorney's fees) that Lender may or might incur under the Leases or by reason of this Assignment. Such indemnification shall also cover any and all claims and demands that may be asserted against Lender under the Leases or this Assignment. Nothing in this Section shall be construed to bind Lender to the performance of any Lease provisions, or to otherwise impose any liability upon Lender, including, without limitation, any liability under covenants of quiet enjoyment in the Leases in the event that any Tenant shall have been joined as party defendant in any action to foreclose the Mortgage and shall have been barred thereby of all right, title, interest, and equity of redemption in the Property. Any loss or liability incurred by Lender by reason of actual entry and taking possession under any Lease or this Assignment or in the defense of any claims shall, at Lender's request, be immediately reimbursed by Borrower. Such reimbursement shall include interest at the Default Rate provided for in the Note, costs, expenses and attorneys' fees. Lender may, upon entry and taking of possession, collect the Rents and apply them to reimbursement for any such loss or liability. The provisions of this Section 9 shall survive repayment of the Obligations and any termination or satisfaction of this Assignment.

10. Additions to, Changes in and Replacement of Obligations. Lender may take security in addition to the security already given Lender for the payment of the Obligations or release such other security, and may release any party primarily or secondarily liable on the Obligations, may grant or make extensions, renewals, modifications or indulgences with respect to the Obligations or the Mortgage and replacements thereof, which replacements of the Obligations or the Mortgage may be on the same terms as, or on terms different from, the present terms of the Obligations or the Mortgage, and may apply any other security held by it to the satisfaction of the Obligations, without prejudice to any of its rights hereunder.

11. Power of Attorney. In furtherance of the purposes of this Assignment, Borrower hereby appoints Lender as Borrower's attorney-in-fact, with full authority in the place of Borrower, at the option of Lender at any time after the occurrence of an Event of Default, and in the name of Borrower or Lender, to (a) collect, demand and receive the Rents and other amounts payable under any Lease, (b) bring suit and take other action to enforce the Leases, (c) enforce, supplement, modify, amend, renew, extend, terminate and otherwise administer the Leases and deal with Tenants in relation to the Leases, (d) give notices, receipts, releases and satisfactions with respect to the Leases and the Rents and other amounts

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payable under any Lease, and (e) take such other action as Lender may reasonably deem necessary or advisable in connection with the exercise of any right or remedy or any other action taken by Lender under this Assignment.

12. **No Mortgagee in Possession; No Other Liability.** The acceptance by Lender of this Assignment, with all of the rights, power, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Property by Lender, be deemed or construed to: (a) bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or otherwise impose any obligation upon Lender, including any obligation to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases; (b) create, or operate to place or impose, any responsibility, obligation or liability upon Lender for: (i) the control, care, maintenance, management or repair of the Property; (ii) any dangerous or defective condition of the Property, including, without limitation, the presence of any environmental contamination or conditions; (iii) any waste committed on the Property by any Person; and/or (iv) any negligence in the management, upkeep, repair or control of the Premises; (c) constitute Lender as a mortgagee-in-possession; (d) obligate Lender to appear in or defend any action or proceeding relating to the Leases or to the Property; (e) require Lender to take any action hereunder; or (f) require Lender to assume any obligation or responsibility for any security deposits or other deposits delivered to Borrower by Tenants and not assigned and delivered to Lender. Lender shall not be liable in any way for any injury or damage to person or property sustained by any Person in or about the Property.

13. **Termination of Assignment.** Lender shall terminate and release this Assignment as to all or a portion of the Property to the same extent as the Mortgage is released in whole or in part.

14. **Miscellaneous.**

(a) **Severability.** If any term of this Assignment or the application hereof to any person or set of circumstances, shall to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such provision or part thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent consistent with applicable law.

(b) **Captions.** The captions or headings at the beginning of each Section hereof are for the convenience of the parties only and are not part of this Assignment.

(c) **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall be construed together and shall constitute one instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

(d) **Notices.** All notices or other written communications hereunder shall be given in the manner set forth in the Loan Agreement.

(e) **Modification.** No amendment, modification or cancellation of this Assignment or any part hereof shall be enforceable without Lender's prior written consent.

(f) **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the state in which the Property is located.

(g) **Successors and Assigns; Gender; Joint and Several Liability.** The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the

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land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all subsequent owners of the Property, and all subsequent holders of the Note and the Mortgage, subject in all events to the provisions of the Mortgage regarding transfers of the Property by Borrower. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case. If there is more than one (1) party constituting Borrower, all obligations of each Borrower hereunder shall be joint and several.

(h) Expenses. Borrower shall pay on demand all costs and expenses incurred by Lender in connection with the review of Leases made hereunder or pursuant hereto, including reasonable fees and expenses of Lender's outside counsel.

(i) Conflicts. This Assignment is not intended to conflict with the terms of the Mortgage, and this Assignment and the Mortgage are both binding obligations of Borrower. However, in case of any conflict between the terms of this Assignment and the Mortgage relative to the assignment of the Leases and Rent, the terms of this Assignment shall govern; otherwise, the terms of the Mortgage shall prevail.

15. JURISDICTION AND VENUE. BORROWER HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY BORROWER AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS ASSIGNMENT SHALL BE LITIGATED IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI, OR THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI, OR, IF LENDER INITIATES SUCH ACTION, ANY COURT IN WHICH LENDER SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. BORROWER HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY LENDER IN ANY OF SUCH COURTS. BORROWER WAIVES ANY CLAIM THAT THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI OR THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD BORROWER, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE MAILING THEREOF, BORROWER SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY LENDER AGAINST BORROWER AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR BORROWER SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY LENDER OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY LENDER OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND BORROWER HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

16. WAIVER OF JURY TRIAL. BORROWER AND LENDER (BY ITS ACCEPTANCE OF THIS ASSIGNMENT) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN BORROWER AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT, OR ANY RELATIONSHIP BETWEEN BORROWER AND LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE LOAN DESCRIBED HEREIN AND IN THE OTHER LOAN DOCUMENTS.

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[Remainder of Page Intentionally Left Blank.]
[Signature Page(s) to Follow.]

COOK COUNTY
RECORDER OF DEEDS

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Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Borrower has caused this Assignment to be duly executed as of the day and year first above written.

BORROWER:

SCHAUMBURG, IL (320 W GOLF) LLC,
an Illinois limited liability company

By: *Robin Rash*
Robin Rash, Manager

STATE OF ILLINOIS

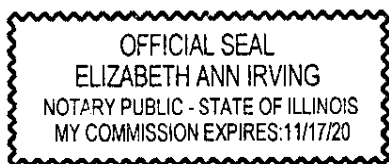
)
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COUNTY OF DUPAGE

This instrument was acknowledged before me on October 26, 2018, by ROBIN RASH, as MANAGER of SCHAUMBURG, IL (320 W GOLF) LLC.

Elizabeth Ann Irving
Notary Public

(SEAL)



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EXHIBIT A

Legal Description

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

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 56.40 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE EASTERLY ALONG THE NORTH LINE OF GOLF ROAD (ROUTE 58) AS DEDICATED BY DOCUMENT 10488001, A DISTANCE OF 250 FEET TO A POINT OF BEGINNING; THENCE EASTERLY ALONG SAID NORTH LINE OF GOLF ROAD A DISTANCE OF 300 FEET TO A POINT; THENCE NORTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 400 FEET TO A POINT; THENCE WESTERLY ALONG A LINE PARALLEL TO SAID NORTH LINE OF GOLF ROAD A DISTANCE OF 300 FEET TO A POINT; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 400 FEET, MORE OR LESS, TO A POINT OF BEGINNING, EXCEPTING FROM SAID TRACT OF LAND THE SOUTH 20 FEET THEREOF, IN COOK COUNTY, ILLINOIS.