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\*1836541069\*

Doc# 1836541069 Fee \$64.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/31/2018 12:09 PM PG: 1 OF 14

PREPARED BY, RECORDING  
REQUESTED BY AND WHEN  
RECORDED RETURN TO:

Riemer & Braunstein LLP  
Three Center Plaza  
Boston, Massachusetts 02108  
Attention: Richard I. Lefkowitz,  
Esq.

Property Address: 601 N.  
Milwaukee Avenue, Wheeling,  
Illinois 60090

PIN(s): 03-02-200-108-0000, 03-  
02-200-110-0000, 03-02-200-106-  
0000, and 03-02-200-109-0000

(Space Above For Recorder's Use)

**ASSIGNMENT OF LEASES AND RENTS**

made by

AVR WHEELING HOTEL I LLC, AVR WHEELING HOTEL II LLC, AVR WHEELING  
HOTEL III LLC, and AVR WHEELING HOTEL TENANT LLC,  
collectively and jointly and severally,  
as Assignor

in favor of

MANUFACTURERS AND TRADERS TRUST COMPANY,  
as administrative agent and collateral agent for the Lenders, as Assignee

When Recorded Return To: Deborah Cross  
First American Title Insurance Company  
National Commercial Services  
30 N. LaSalle Street, Suite 2700  
Chicago, IL 60602  
File No: NCS 912970-07

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## ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") made as of December 20, 2018 by AVR WHEELING HOTEL I LLC, AVR WHEELING HOTEL II LLC, AVR WHEELING HOTEL III LLC, and AVR WHEELING HOTEL TENANT LLC, each a Delaware limited liability company having an address of c/o AVR Realty Company, LLC, 1 Executive Boulevard, Yonkers, NY 10701 (collectively, "Assignor"), to MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation, having an office c/o M&T Bank, 350 Park Avenue, New York, New York 10022, as administrative and collateral agent (in such capacity, together with its successors and assigns, "Administrative Agent" or "Assignee") for the Lenders (as defined in the Loan Agreement (as hereinafter defined)).

In consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, subject to Section 1 hereof, Assignor does hereby assign, transfer and set over unto Assignee, all of the right, title and interest of Assignor (and any affiliate, subsidiary or other entity related to or controlled by Assignor) in and to (i) all leases, subleases, licenses, occupancy or rental agreements, concession agreements and other agreements for occupancy now or hereafter in existence affecting all or any portion of the real property more particularly described on Exhibit A annexed hereto and made a part hereof (hereinafter called the "Premises"), heretofore or hereafter entered into, whether before or after the filing by or against Assignor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code"), together with all modifications, renewals and extensions thereof and any guaranties, if any, of the lessee's obligations under said existing and future leases, subleases, licenses, occupancy or rental agreements, concession agreements and other agreements (each of said leases, subleases, licenses, occupancy or rental agreements, concession agreements and other agreements and all such guaranties, modifications, renewals and extensions relating thereto being hereinafter individually called a "Lease", and collectively called the "Leases"), and (ii) all cash or securities deposited under the Leases to secure the performance by the lessees of their obligations thereunder (subject to the rights of lessees with respect thereto) and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Premises (including, without limitation, all revenue and credit card receipts collected from guest rooms, restaurants, bars, meeting rooms, banquet rooms and recreational facilities), all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Assignor or any operator or manager of the hotel or the commercial space located at the Premises or acquired from others (including, without limitation, from the rental of any office space, retail space, guest rooms or other space, halls, stores, and offices, and deposits securing reservations of such space), license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges, vending machine sales and proceeds, if any, from business interruption or other loss of income insurance) whether paid or accruing before or after the filing by or against Assignor of any petition for relief under the Bankruptcy Code (collectively, the "Rents") and all proceeds thereof and the right to receive and apply the Rents to the payment of the Debt.

THIS ASSIGNMENT is a present and irrevocable assignment and is made for the purpose of securing:

A. The payment of all principal, interest, indebtedness and other sums now or hereafter due under (i) those certain promissory notes in the aggregate principal amount of \$265,950,000.00, made payable by Assignor and AVR Eugene Hotel LLC, AVR Indianapolis Hotel LLC, AVR Nashville CC Hotel I LLC, AVR Nashville CC Hotel II LLC, AVR Nashville CC Hotel III LLC, AVR Nashville CC Hotel IV LLC, AVR Nashville CC Hotel Tenant LLC, AVR Rutherford Hotel I LLC, AVR Rutherford

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Hotel II LLC, AVR Rutherford Hotel Tenant LLC, AVR FREDERICK HOTEL LLC, and AVR Clayton Hotel LLC, each a Delaware limited liability company (individually and collectively, jointly and severally, the “Co-Borrower”) to the Lenders (collectively, as the same may be amended, restated, replaced, supplemented, severed, split, consolidated or otherwise modified from time to time, the “Notes”), which Notes are also secured by, among other things, the Security Deed;

B. Payment of all sums with interest thereon becoming due and payable to Assignee under this Assignment, the Security Deed, that certain Loan Agreement made by and among Assignor, Co-Borrower, Administrative Agent and Lenders dated of even date herewith (together with all amendments, extensions or renewals thereof, the “Loan Agreement”; all capitalized terms used but not separately defined herein shall have the meanings ascribed to them in the Loan Agreement) and any other Loan Documents; and

C. Payment of all sums with interest thereon becoming due and payable to Assignee under this Assignment, the Security Deed, the Loan Agreement and any other Loan Documents; and

D. The performance and discharge of each and every obligation, covenant, representation, warranty and agreement of (i) Assignor under this Assignment, and (ii) Assignor and Co-Borrower under the Loan Agreement, the Notes, the Security Deed and any other Loan Document.

Assignor hereby covenants and warrants to Lenders and Administrative Agent that Assignor has not executed any prior assignment of the Leases or Rents which shall be effective as of the date hereof, other than in favor of Assignee, nor has Assignor performed any act or executed any other instrument which might prevent Assignee from operating under any of the terms, provisions, covenants and conditions of this Assignment or which would limit Assignee in such operation; and Assignor further covenants and warrants to Assignee that Assignor has not executed or granted any modification whatsoever of the Leases, except as herein indicated, and that the Leases are in full force and effect, and that there are no material defaults now existing under the Leases.

THIS ASSIGNMENT is made on the following terms, provisions, covenants and conditions:

1. So long as there shall exist no Event of Default, Assignor shall have the right to collect at the time of, but not for more than one (1) month prior to (except lease security deposits and advance deposits for future hotel stays), the date provided for the payment thereof, all Rents, and to retain, use and enjoy the same. Assignor, without the prior consent of Assignee, shall not cause or permit the leasehold estate under the Leases to merge with Assignor’s reversionary interest.

2. Upon the occurrence and during the continuance of an Event of Default, Assignee, without in any way waiving such default, at Assignee’s option, without notice and without regard to the adequacy of the security for the Debt, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, may take possession of the Premises (or any portion thereof) and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem proper; provided, however, upon Assignee’s acceptance of Assignor’s cure of an Event of Default the license granted to Assignor pursuant to Section 1 shall be reinstated. Additionally, upon such occurrence, Assignee, either with or without taking possession of the Premises (or any portion thereof) in Assignee’s own name, may demand, sue for or otherwise collect and receive all Rents, including those past due and unpaid, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee and to apply such Rents to the payment of: (a) all reasonable out-of-pocket expenses of managing the Premises, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees as Assignee may deem reasonably necessary and all reasonable out-of-pocket expenses of

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operating and maintaining the Premises, including, without being limited thereto, all reasonable out-of-pocket taxes, charges, claims, assessments, water rents, sewer rents and any other liens, and premiums for all insurance which Assignee may deem reasonably necessary, and the reasonable out-of-pocket cost of all alterations, renovations, repairs or replacements, and all reasonable out-of-pocket expenses incident to taking and retaining possession of the Premises; and (b) the Debt, together with all costs and reasonable attorneys' fees and disbursements, in such order of priority as to any of the items mentioned in this paragraph as Assignee, in Assignee's sole and absolute but good faith discretion, may determine, any statute, law, custom or use to the contrary notwithstanding. The exercise by Assignee of the option granted to Assignee in this paragraph and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any default by Assignor under this Assignment, the Leases, the Loan Agreement, the Notes, the Security Deed or any other Loan Document. Furthermore, Assignor agrees that the exercise by Assignee of one or more of Assignee's rights and remedies hereunder shall in no way be deemed or construed to make Assignee a mortgagee in possession.

3. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises (or any portion thereof) after an Event of Default or from any other act or omission of Assignee either in collecting the Rents or, if Assignee shall have taken possession of the Premises (or any portion thereof), in managing the Premises (or any portion thereof) after default. Further, Assignee shall not be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability under the Leases or under or by reason of this Assignment, and Assignor shall, and does hereby agree, to indemnify Assignee for, and to hold Assignee harmless from and against, any and all liability, loss or damage which is actually incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever which are asserted against Assignee by reason of any alleged obligations or undertakings on Assignee's part to perform or discharge any of the terms, covenants or agreements contained in the Leases; provided, however, Assignor shall not indemnify Assignee with respect to any claims or demands resulting from gross negligence or willful misconduct of Assignee or that first arise after the taking of title to the Premises by Assignee as a result of an entry of a judgment of foreclosure, exercise of any power of sale, delivery of a deed in lieu of foreclosure, or exercise of any similar remedies afforded to Assignee under the Loan Agreement or that first arise after taking possession of the Premises by Assignee through the appointment of a receiver or through exercising any similar remedies afforded to Assignee under the Loan Agreement so that Assignor no longer has possession of the Premises. Should Assignee incur any such liability under the Leases or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including, without limitation, reasonable out-of-pocket costs, expenses and attorneys' fees and disbursements, shall be secured hereby and Assignor shall reimburse Assignee therefor promptly within thirty (30) days upon demand and upon the failure of Assignor so to do, Assignee may, at Assignee's option, declare the Debt immediately due and payable. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises (or any portion thereof) upon Assignee, nor for the carrying out of any of the terms, provisions, covenants and conditions of the Leases; nor shall this Assignment operate to make Assignee responsible or liable for any waste committed at the Premises by the tenants or any other parties, or for any dangerous or defective condition of the Premises (or any portion thereof), or for any negligence in the management, upkeep, repair or control of the Premises (or any portion thereof) resulting in loss or injury or death to any tenant, licensee, occupant, employee or stranger except to the extent resulting from gross negligence or willful misconduct of Assignee or first arising after the taking of title to the Premises by Assignee as a result of an entry of a judgment of foreclosure, exercise of any power of sale, delivery of a deed in lieu of foreclosure, or exercise of any similar remedies afforded to Assignee under the Loan Agreement or that first arise after taking possession of the Premises by Assignee through the appointment of a receiver or through exercising any similar remedies afforded to Assignee under the Loan Agreement so that Assignor no longer has possession of the Premises. Furthermore, Assignor agrees

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that the exercise by Assignee of one or more of Assignee's rights and remedies hereunder shall in no way be deemed or construed to make Assignee a mortgagee in possession.

4. Upon payment in full of the Debt, this Assignment shall become and be void and of no effect but the affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee showing any part of the Debt to remain unpaid shall be and constitute evidence of the validity, effectiveness and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon. Assignor hereby authorizes and directs the lessees named in the Leases or any other or future lessee, licensee or occupants of the Premises (or any portion thereof), upon receipt from Assignee of written notice to the effect that Assignee is then the holder of said Loan Agreement, the Notes and Security Deed and that an Event of Default exists thereunder or under this Assignment, to pay over to Assignee all Rents arising or accruing under its Lease and to continue so to do until otherwise notified by Assignee.

5. Assignee may take or release other security for the payment of the Debt (or any portion thereof), may release any party primarily or secondarily liable therefor and may apply any other security held by Assignee to the satisfaction of the Debt (or any portion thereof) without prejudice to any of Assignee's rights under this Assignment.

6. Assignor agrees that Assignor shall, from time to time, (but no more than once in any twelve (12) month period), upon demand therefor by Assignee, deliver to Assignee a certified true copy of each and every Lease then affecting all or any part of the Premises. Further, Assignor agrees that Assignor shall execute and record such additional assignments as Assignee may reasonably request covering any and all of the Leases, so long as the same shall not increase the obligations or decrease the rights of Assignor other than to a *de minimis* extent. Such assignments shall be on forms reasonably approved by Assignee, and Assignor agrees to pay all reasonable out-of-pocket costs and expenses incurred by Assignee in connection with the examination of said Leases and the preparation, execution and recording of such assignments or any other related documents, including, without limitation, the reasonable fees and disbursements of Assignee's counsel and any recording charges.

7. Wherever used in this Assignment, the singular (including, without limitation, the term "Lease") shall include the plural, and the use of either gender shall apply to both genders.

8. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted to Assignee hereunder shall be deemed to be a waiver by Assignee of any of Assignee's rights and remedies hereunder or under the Loan Agreement, the Notes, the Security Deed or any other Loan Document. This Assignment is made and accepted without prejudice to any of such rights and remedies possessed by Assignee to collect the Debt and to enforce any other security therefor held by Assignee, and said rights and remedies may be exercised by Assignee either prior to, simultaneously with, or subsequent to any other action taken by Assignee hereunder or thereunder.

9. All notices, demands or documents which are required or permitted to be given or served under this Assignment shall be given in the manner and to the parties as provided in the Loan Agreement.

10. This Assignment shall be construed without regard to any presumption or other rule requiring construction against the party causing this Assignment to be drafted.

11. To the extent that any action is to be taken, any information is to be delivered to or by Lenders, any determination is to be made, or any consent is to be given or withheld by Lenders, any



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such action, delivery, determination or consent shall be taken, made or given or withheld, as the case may be, by Administrative Agent or any successor agent thereto.

12. In the event of any conflict or inconsistency between the terms and provisions of this Assignment and the terms and provisions of the Loan Agreement, the terms and provisions of the Loan Agreement shall govern and prevail.

13. EACH OF ASSIGNOR, AND BY ITS ACCEPTANCE HEREOF, ASSIGNEE, HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND 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 OR THE OTHER LOAN DOCUMENTS, 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 ASSIGNOR, AND BY ITS ACCEPTANCE HEREOF, ASSIGNEE, 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 ASSIGNOR AND ASSIGNEE IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE OTHER.

14. ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST ASSIGNOR OR ASSIGNEE ARISING OUT OF OR RELATING TO THIS ASSIGNMENT MAY 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 EACH OF ASSIGNOR AND ASSIGNEE WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING OR TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUCH SUIT ACTION OR PROCEEDING, AND EACH OF ASSIGNOR AND ASSIGNEE HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING.

15. THIS ASSIGNMENT WAS NEGOTIATED IN THE STATE OF NEW YORK, AND MADE BY ASSIGNOR AND ACCEPTED BY ASSIGNEE IN THE STATE OF NEW YORK, AND THE PROCEEDS OF THE NOTES SECURED HEREBY 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 EMBODIED HEREBY, AND 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 CONFLICT LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE IN WHICH THE PREMISES 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, ASSIGNOR HEREBY UNCONDITIONALLY AND IRREVOCABLY

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WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS ASSIGNMENT AND THE NOTES, AND THIS ASSIGNMENT AND THE NOTES 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.

16. This Assignment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same assignment.

17. If Assignor consists of more than one person or party, the obligations and liabilities of each such person or party hereunder shall be joint and several.

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IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date first written above.

**ASSIGNOR:**

**AVR WHEELING HOTEL I LLC,**  
a Delaware limited liability company

By:   
Name: Lily Ann Marden  
Title: Authorized Representative

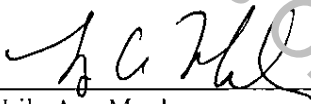
**AVR WHEELING HOTEL II LLC,**  
a Delaware limited liability company

By:   
Name: Lily Ann Marden  
Title: Authorized Representative

**AVR WHEELING HOTEL III LLC,**  
a Delaware limited liability company

By:   
Name: Lily Ann Marden  
Title: Authorized Representative

**AVR WHEELING HOTEL TENANT LLC,**  
a Delaware limited liability company

By:   
Name: Lily Ann Marden  
Title: Authorized Representative

Property of Cook County Clerk's Office



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STATE OF New York )  
 ) SS.  
 COUNTY OF Westchester )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Lily Ann Marden, the Authorized Representative of AVR WHEELING HOTEL I LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14<sup>th</sup> day of December, 2018.

Alicia M. Simmons  
 Notary Public

My Commission Expires:

ALICIA M SIMMONS  
 Notary Public State of New York  
 No. 01516192713  
 Qualified in Westchester County  
 Commission Expires September 02, 2020

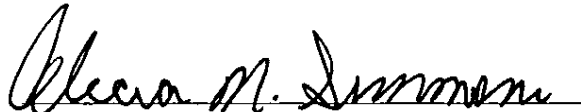
Property of Cook County Clerk's Office

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STATE OF New York )  
 ) SS.  
COUNTY OF Westchester )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Lily Ann Marden, the Authorized Representative of AVR WHEELING HOTEL II LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14<sup>th</sup> day of December, 2018.

  
Notary Public

My Commission Expires:

ALICIA N SIMMONS  
Notary Public State of New York  
No. 01S6192713  
Qualified in Westchester County  
Commission expires September 02, 2020

Property of Cook County Clerk's Office

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STATE OF New York )  
 ) SS.  
COUNTY OF Westchester )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Lily Ann Marden, the Authorized Representative of AVR WHEELING HOTEL III LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14<sup>th</sup> day of December, 2018.

Alicia M. Simmons  
Notary Public

My Commission Expires:

ALICIA N SIMMONS  
Notary Public State of New York  
No. 01S16192713  
Qualified in Westchester County  
Commission Expires September 02, 2020

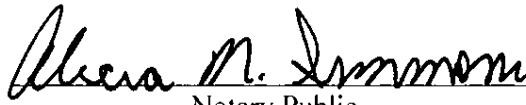
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STATE OF New York )  
 ) SS.  
COUNTY OF Westchester )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Lily Ann Marden, the Authorized Representative of AVR WHEELING HOTEL TENANT LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14<sup>th</sup> day of December, 2018.

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

My Commission Expires:

ALICIA N SIMMONS  
Notary Public State of New York  
No. 01S16192713  
Qualified in Westchester County  
Commission Expires September 02, 2020

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## EXHIBIT A

### PROPERTY DESCRIPTION

PARCEL 1:

LOT 7 AND OUTLOT A IN PRAIRIE CROSSING SUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 3 IN G. HECHINGER'S FARM, BEING A SUBDIVISION IN SECTIONS 1, 2 AND 3, TOWNSHIP 42 NORTH, RANGE 11, EAST, AND PART OF LOT 2 IN THE SUBDIVISION OF SECTION 2 TOWNSHIP 42 NORTH RANGE 11 EAST, AND PARTS OF SECTIONS 11 AND 13, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 17, 2005 AS DOCUMENT NO. 0522939034, IN COOK COUNTY, ILLINOIS.

EXCEPT THE FOLLOWING:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID SECTION 2, SAID POINT BEING 1,296.60 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 2; THENCE SOUTHERLY 116.25 FEET TO A POINT ON THE SOUTH LINE OF LAKE COOK ROAD PER TAKING NUMBER 0006 PER DOCUMENT NUMBER 1419452 AND SHOWN ON THE PLAT OF HIGHWAYS DOCUMENT NUMBER 3556168; THENCE SOUTH 89 DEGREES 18 MINUTES 17 SECONDS WEST, A DISTANCE OF 36.24 FEET ALONG SAID TAKING NUMBER 0006 TO A POINT ON A CURVE; THENCE WESTERLY ALONG A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1,549.87 FEET, AN ARC DISTANCE OF 581.36 FEET AND CHORD BEARING SOUTH 78 DEGREES 33 MINUTES 32 SECONDS WEST, ALONG SAID TAKING NUMBER 0006; THENCE SOUTH 04 DEGREES 25 MINUTES 28 SECONDS WEST, A DISTANCE OF 79.64 FEET ALONG SAID TAKING NUMBER 0006; THENCE SOUTH 21 DEGREES 38 MINUTES 51 SECONDS EAST, A DISTANCE OF 214.10 FEET ALONG SAID TAKING NUMBER 0006 TO THE POINT OF BEGINNING; THENCE SOUTH 20 DEGREES 05 MINUTES 26 SECONDS EAST, A DISTANCE OF 523.07 FEET; THENCE SOUTH 15 DEGREES 50 MINUTES 21 SECONDS EAST, A DISTANCE OF 20.91 FEET; THENCE SOUTH 20 DEGREES 57 MINUTES 53 SECONDS EAST, A DISTANCE OF 129.01 FEET; THENCE SOUTH 68 DEGREES 21 MINUTES 09 SECONDS WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 20 DEGREES 57 MINUTES 53 SECONDS EAST, A DISTANCE OF 105.16 FEET; THENCE SOUTH 17 DEGREES 16 MINUTES 10 SECONDS EAST, A DISTANCE OF 182.59 FEET; THENCE SOUTH 21 DEGREES 37 MINUTES 26 SECONDS EAST, A DISTANCE OF 220.79 FEET TO THE SOUTH LINE OF LOT 3 IN G. HECHINGER'S FARM SUBDIVISION; THENCE SOUTH 87 DEGREES 53 MINUTES 20 SECONDS WEST, A DISTANCE OF 13.79 FEET TO THE EAST LINE OF MILWAUKEE AVENUE PER DOCUMENT NUMBER 2009840; THENCE NORTH 21 DEGREES 37 MINUTES 26 SECONDS WEST, A DISTANCE OF 256.03 FEET ALONG SAID EAST LINE



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OF DOCUMENT NUMBER 2009840; THENCE NORTH 11 DEGREES 53 MINUTES 15 SECONDS WEST, A DISTANCE OF 90.53 FEET ALONG THE EAST LINE OF MILWAUKEE AVENUE PER TAKING NUMBER 0026 SHOWN ON DOCUMENT NUMBER 3556168; THENCE NORTH 21 DEGREES 38 MINUTES 51 SECONDS WEST, A DISTANCE OF 342.96 FEET ALONG SAID EAST LINE OF TAKING NUMBER 0026; THENCE NORTH 17 DEGREES 53 MINUTES 44 SECONDS WEST, A DISTANCE OF 122.26 FEET ALONG SAID EAST LINE OF TAKING NUMBER 0026 AND SAID TAKING NUMBER 0006; THENCE NORTH 20 DEGREES 20 MINUTES 17 SECONDS WEST, A DISTANCE OF 175.05 FEET ALONG SAID TAKING NUMBER 0006; THENCE NORTH 16 DEGREES 23 MINUTES 54 SECONDS WEST, A DISTANCE OF 185.82 FEET ALONG SAID TAKING NUMBER 0006, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 4 AS CREATED BY DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS DATED AS OF AUGUST 26, 2005 AND RECORDED AUGUST 30, 2005 AS DOCUMENT 0524239046 FOR THE PURPOSE OF ROAD IMPROVEMENTS, PARKING, ACCESS, STORM WATER DISCHARGE AND DETENTION POND, UTILITIES, GENERAL CONSTRUCTION AND DEVELOPMENT AS SET FORTH IN SAID DOCUMENT.

## PARCEL 3:

EASEMENTS FOR THE BENEFIT OF PARCELS 1 AND 4 AS CREATED BY PRAIRIE CROSSING SUBDIVISION PLAT RECORDED ON AUGUST 11, 2005 AS DOCUMENT NO. 0522939034, AS MODIFIED BY ABROGATION RECORDED DECEMBER 10, 2010 AS DOCUMENT NO. 1034434040, IN COOK COUNTY, ILLINOIS.

## PARCEL 4:

LOTS 5 AND 8 IN PRAIRIE CROSSING SUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 3 IN G. HECHINGER'S FARM, BEING A SUBDIVISION IN SECTIONS 1, 2 AND 3, TOWNSHIP 42 NORTH, RANGE 11, AND PART OF LOT 2 IN THE SUBDIVISION OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, AND PARTS OF SECTIONS 11 AND 13, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 17, 2005 AS DOCUMENT NO. 0522939034, IN COOK COUNTY, ILLINOIS.

The property identification numbers for the Premises are: 03-02-200-108-0000, 03-02-200-110-0000, 03-02-200-106-0000, and 03-02-200-109-0000

The common street address of the Premises is: 601 N. Milwaukee Ave., Wheeling, IL 60090