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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/07/2019 12:38 PM PG: 1 OF 9

**ARGENTIC REAL ESTATE INVESTMENT LLC**  
a Delaware limited liability company

(Assignor)

in favor of

**AREIT WH IV LLC,**  
a Delaware limited liability company

(Assignee)

ASSIGNMENT OF  
ASSIGNMENT OF LEASES AND RENTS

Dated: As of January 11, 2019  
Location: 800 S. Wells Street, Chicago, Illinois 60607  
County: Cook

This Instrument Prepared By and Record and Return to:

Arnold & Porter Kaye Scholer LLP  
250 West 55<sup>th</sup> Street  
New York, New York 10019-9710  
Attention: Stephen Gliatta, Esq.

**FIRST AMERICAN TITLE**

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## ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), made and entered into as of the 11th day of January, 2019, is by **ARGENTIC REAL ESTATE INVESTMENT LLC**, a Delaware limited liability company, having an address at c/o Argentic Real Estate Investment LLC, 40 West 57<sup>th</sup> Street, 29<sup>th</sup> Floor, New York, New York 10019 ("Assignor"), in favor of **AREIT WH IV LLC**, a Delaware limited liability company, having an address at 40 West 57<sup>th</sup> Street, 29<sup>th</sup> Floor, New York, New York 10019 ("Assignee").

### WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of December 21, 2018, executed by **EWFM RIVER CITY SPE LLC**, a Delaware limited liability company, as maker, having its principal place of business at c/o Ealing Manager Corp., 40 West 57<sup>th</sup> Street, New York, New York 10019 (together with its successors and permitted assigns, "Borrower"), and made payable to the order of Assignor in the maximum principal amount of up to NINETY-THREE MILLION EIGHT HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$93,835,000.00) (the "Note"); and

WHEREAS, the Note is secured, inter alia, by the Assignment of Leases (as hereinafter defined); and

NOW, THEREFORE, in consideration of the premises above set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee, its successors and permitted assigns, all of the right, title and interest of Assignor in and to the following described instrument relating to those certain condominium units more particularly described on Exhibit A, which form a part of that certain property located at 800 S. Wells Street in Chicago, Illinois that is subject to a condominium regime (the "Condominium") and known as the River City Private Residences, a Condominium, which Condominium was established pursuant to that condominium declaration and by-laws more particularly described in Exhibit B attached hereto which form that certain real property more particularly described on Exhibit C annexed hereto and made a part hereof (the "Premises") and does hereby grant and delegate to Assignee, its successors and permitted assigns, any and all of the duties and obligations of Assignor thereunder from and after the date hereof:

That certain Assignment of Leases and Rents, dated as of December 21, 2018, from Borrower, as assignor, to Assignor, as assignee, and recorded on January 4, 2019, with the Cook County Recorder of Deeds as Document Number 1900406128 (the "Assignment of Leases"), encumbering the Premises; and

2. Assumption. From and after the date hereof, Assignee hereby accepts this Assignment and assumes and agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations of the Assignment of Leases required to be observed or performed by Assignor thereunder.

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3. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied, upon Assignor, except as expressly set forth herein. Assignor hereby warrants and represents to Assignee that:

Prior to the execution hereof, Assignor has not sold, transferred, assigned, conveyed, pledged or endorsed any right, title or interest in the Assignment of Leases that remains outstanding to any person or entity other than Assignee; and

Assignor has full right and power to sell and assign the same to Assignee subject to no interest or participation of, or agreement with, any party other than Assignee.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Headings. The headings of the paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.

7. Interpretation. Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.

8. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

[SIGNATURE PAGE FOLLOWS]





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## EXHIBIT A TO ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

### The Units

Unit Nos. A, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 530, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 629, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 724, 725, 726, 727, 728, 729, 730, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 824, 825, 826, 827, 828, 829, 830, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 924, 925, 926, 927, 928, 929, 930, 932, 933, 935, 936, 937, 938, 939, 940, 941, 942, 943, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1201, 1202, 1203, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1312, 1314, 1316, 1318, 1320, 1322, 1324, 1326, 1328, 1330, 1332, 1334, 1336, 1338, 1340, 1341, 1342, 1343, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1402, 1404, 1406, 1408, 1410, 1412, 1414, 1416, 1418, 1420, 1422, 1424, 1426, 1428, 1430, 1432, 1434, 1436, 1438, 1440, 1442, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1502, 1504, 1506, 1508, 1510, 1512, 1514, 1522, 1526, 1549, 1551, 1553, 1602, 1604, 1606, 1608, 1610, 1702, 1704 and 1706.

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## EXHIBIT B TO ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

### The Condominium Documents

1. The Declaration of Condominium River City Private Residences, a Condominium establishing the River City Private Residences (the "**Condominium**") made by River City Holdings, LLC, an Illinois limited liability company, recorded August 1, 2001 in the Office of the Recorder of Deeds of Cook County, Illinois (the "**Recorder's Office**") as Document Number 0010692223, as amended by that certain First Amendment to Declaration of Condominium River City Private Residences, a Condominium, recorded on August 13, 2002 in the Recorder's Office as Document Number 0020986832, as further amended by that certain Second Amendment to Declaration of Condominium River City Private Residences, a Condominium, recorded on October 10, 2003 in the Recorder's Office as Document Number 0328319226 (as the same may hereafter be amended, supplemented or otherwise modified, the "**Declaration**").
2. The Bylaws of River City Condominium Association the Association for River City Private Residences, a Condominium adopted by the Association (the "**Bylaws**").
3. The Rules and Regulations for the River City Condominium Association dated June 2014 adopted by the Board of Directors in connection with the Condominium.

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## EXHIBIT C

### TO ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

#### Legal Description

Parcel 1: Unit Nos. A, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 530, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 629, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 724, 725, 726, 727, 728, 729, 730, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 824, 825, 826, 827, 828, 829, 830, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 924, 925, 926, 927, 928, 929, 930, 932, 933, 935, 936, 937, 938, 939, 940, 941, 942, 943, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1201, 1202, 1203, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1312, 1314, 1316, 1318, 1320, 1322, 1324, 1326, 1328, 1330, 1332, 1334, 1336, 1338, 1340, 1341, 1342, 1343, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1402, 1404, 1406, 1408, 1410, 1412, 1414, 1416, 1418, 1420, 1422, 1424, 1426, 1428, 1430, 1432, 1434, 1436, 1438, 1440, 1442, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1502, 1504, 1506, 1508, 1510, 1512, 1514, 1522, 1526, 1549, 1551, 1553, 1602, 1604, 1606, 1608, 1610, 1702, 1704, 1706 in River City Private Residences Condominium, as delineated and defined on that certain plat of survey of River City Residences, a Condominium, prepared by National Survey Service, Inc. dated June 29, 2001, of the following described tract of land: Part of Blocks 85 and 86 in School Section Addition to Chicago, being a subdivision in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, which plat of survey is attached as Appendix B to the Declaration of Condominium Ownership recorded August 1, 2001 as document no. 0010692223, as amended by that certain First Amendment recorded September 9, 2002 as Document No. 0020986832 and Second Amendment recorded October 10, 2003 as Document No. 0328319226, and as further amended from time to time, together with the limited common elements appurtenant to each unit, and each unit's undivided percentage interest in the common elements, as defined therein, all in Cook County, Illinois.



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Parcel 2: Non-exclusive easements for ingress, egress, use and enjoyment for the benefit of the parcel aforesaid and other property as created by Amended and Restated Grant of Reservation of Easements Pertaining to the Project Commonly Known as River City, 800 South Wells Street, Chicago, Illinois, dated March 14, 2001 and recorded March 28, 2001 as document number 0010245091, as amended by documents 0020244622 and 1815729254.

Property of Cook County Clerk's Office