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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 03/28/2019 03:27 PM PG: 1 OF 7

GIT File #: 41042716

RECORDING COVER SHEET

Cook County

TYPE OF DOCUMENT: ASSIGNMENT OF ASSIGNMENT OF LEASES
AND RENTS

Property of Cook County Clerk's Office

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ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

LOANCORE CAPITAL CREDIT REIT LLC

(Assignor)

in favor of

LCC WAREHOUSE I LLC

(Assignee)

Dated: March 26, 2019
Location: 8465 W. Grand Ave.
River Grove, Illinois 60171

This Instrument Prepared By and Record and Return to:

Arnold & Porter Kaye Scholer LLP
250 West 55th Street
New York, New York 10019
Attention: Stephen Ghiata, Esq.

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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 26th day of March, 2019, is by LOANCORE CAPITAL CREDIT REIT LLC, a Delaware limited liability company, having an address at 55 Railroad Avenue, Suite 100, Greenwich, CT 05830 ("Assignor"), in favor of LCC WAREHOUSE I LLC, a Delaware limited liability company, having an address at 55 Railroad Avenue, Suite 100, Greenwich, CT 05830 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated as of March 8, 2019, executed by NP NATCHEZ, LLC, NP NARRAGANSETT, LLC, NP GRAND EP, LLC, NP GRAND RG, LLC and NP WALTON, LLC, each a Delaware limited liability company, each as maker, and each having its principal place of business at 3009 W. Montrose Ave., Chicago, Illinois 60618 (together with its successors and permitted assigns, "Borrower"), and made payable to the order of Assignor in the stated principal amount of EIGHTY SEVEN MILLION AND NO/100 DOLLARS (\$87,000,000) (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 that certain real property more particularly described on Exhibit A 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 March 8, 2019, from NP Grand RG, LLC, as assignor, to LoanCore Capital Credit REIT LLC, as assignee, and recorded on March 20, 2019, in the Office of the Cook County Recorder's Office as 1907918025 (the "Assignment of Leases"), encumbering the Premises; and

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.

Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied, upon

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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.

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

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.

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.

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.

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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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

LOANCORE CAPITAL CREDIT REIT LLC, a Delaware limited liability company

By: _____
Name: Tyler Shea
Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF CONNECTICUT)
)ss.:
COUNTY OF FAIRFIELD)

I, Margaret Alvarez, a Notary Public in and for said County and State, do hereby certify that Tyler Shea personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the purposes and therein set forth.

Given under my hand and official seal, this 22nd day of March, 2019.

My commission expires: 7/31/2023

Margaret Alvarez

Notary Public

MARGARET ALVAREZ
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 7/31/2023



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ASSIGNEE:

LCC WAREHOUSE I LLC, a Delaware limited liability company

By: _____
Name: Tyler Shea
Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF CONNECTICUT)
)ss.:
COUNTY OF FAIRFIELD)

I, Margaret Alvarez, a Notary Public in and for said County and State, do hereby certify that Tyler Shea personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the purposes and therein set forth.

Given under my hand and official seal, this 22nd day of March, 2019.

My commission expires: 7/31/2023

Notary Public

MARGARET ALVAREZ
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 7/31/2023

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EXHIBIT A
TO ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

Legal Description

PARCEL 7:

SUB-LOT 4, EXCEPT THE WESTERLY 72 FEET THEREOF (AS MEASURED ALONG THE NORTHERLY LINE), IN COUNTY CLERK'S DIVISION OF THAT PART SOUTH OF GRAND AVENUE OF LOT 2 (EXCEPT A.C. SCHMIDT'S SUBDIVISION) IN ASSESSOR'S DIVISION OF FRACTIONAL WEST 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY THE PROPERTY IS COMMONLY KNOWN AS: 8465 GRAND AVENUE, RIVER GROVE, IL 60171; PIN: 12-26-309-063.