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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/31/2019 11:03 AM PG: 1 OF 17

Prepared By And Record And Return To:

Akerman LLP  
666 Fifth Avenue, 20<sup>th</sup> Floor  
New York, New York 10103  
Attn: Samuel S. Lee, Esq.

Space Above This Line for Recorder's Use

*COH119060641 2/3 CS*

**TGA BEDFORD PARK LLC**

(Assignor)

to

**NEW YORK LIFE INSURANCE COMPANY**

(Assignee)

**ASSIGNMENT OF LEASES, RENTS, INCOME  
AND CASH COLLATERAL**

Dated: As of December 23, 2019

Property Location: Bedford Park IB  
5151 W. 73rd Street  
Bedford Park, IL

County: Cook

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## ASSIGNMENT OF LEASES, RENTS, INCOME AND CASH COLLATERAL

**ASSIGNMENT OF LEASES, RENTS, INCOME AND CASH COLLATERAL** (“Assignment”), made as of the \_\_\_ day of December, 2019, from TGA BEDFORD PARK LLC (“Assignor”), a Delaware limited liability company, having an office at c/o Nuveen Real Estate, 2300 N. Field Street, Suite 1650, Dallas, Texas 75201, to NEW YORK LIFE INSURANCE COMPANY (“Assignee”), a New York mutual insurance company, having an office at 51 Madison Avenue, New York, New York 10010-1603.

### RECITALS:

A. Assignee is about to make a loan (the “Loan”) to Assignor and the Other Mortgagors (as hereinafter defined) in the principal sum of Three Hundred Million and 00/100 Dollars (\$300,000,000.00).

B. In connection with the Loan, Assignor and others are about to execute and deliver to Assignee a promissory note (the “Note”), dated as of the date hereof, payable to Assignee in the original principal amount of Three Hundred Million and 00/100 Dollars (\$300,000,000.00), in lawful money of the United States of America; the terms and conditions of which Note are hereby incorporated herein and made a part hereof.

C. The Note shall be secured by that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof, from Assignor, as mortgagor, to Assignee, as mortgagee (“Security Instrument”) and the Other Security Instruments (as defined in the Security Instrument).

D. Simultaneously herewith, as additional security for the Note, Assignor is delivering this Assignment to Assignee, and the Other Mortgagors (as defined in the Security Instrument), are delivering to Assignee those certain Assignments of Leases, Rents, Income, and Cash Collateral more particularly described in Exhibit B attached hereto and are delivering to Assignee the Other Security Instruments which encumber the properties (the “Other Secured Properties”) more particularly described on Exhibit C attached hereto.

E. It is a condition to Assignee making the Loan that Assignor enter into this Assignment and consummate the transactions contemplated hereby.

F. All capitalized terms used in this Assignment and not expressly defined herein shall have the meanings assigned to such terms in the Security Instrument.

In consideration of the sum of Ten Dollars (\$10.00) and other good, valuable and lawful consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby unconditionally, absolutely and presently bargains, sells, grants, assigns, releases and sets over to Assignee all right, title and interest of Assignor in and to:

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- (a) all existing or future leases, licenses, tenancies, occupancies, subleases, franchises, concessions or other agreements (each a "Lease" and collectively, the "Leases") (the lessee, licensee, occupant, subtenant, franchisee or concessionee, as applicable, under any Lease, shall be referred to as "Lessee" and collectively as "Lessees") of or in any way affecting the use or occupancy of all or any part of the (i) land (the "Land"), more particularly described in Exhibit A hereto, including, without limitation, oil, gas and mineral leases and agreements and/or (ii) buildings, structures or improvements now or hereafter located on the Land (collectively, the "Improvements"; the Land and Improvements are herein collectively called the "Premises"), together with all extensions, renewals, modifications or replacements thereof and all guarantees of any or all of the obligations of any Lessee pursuant to any Lease; and
- (b) all rents, income, receipts, revenues, issues, profits, cash collateral, royalties, income and other benefits now due or which may become due or to which Assignor may now or shall hereafter (including during any period of redemption) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Premises or any part thereof, including, without limitation, all minimum, additional, deficiency or percentage rents, all tax and insurance contributions, all liquidated or other damages related to any Lease, all premiums and other sums payable by any Lessee upon the exercise of a cancellation or other privilege provided in any Lease, all proceeds payable pursuant to all condemnation awards or settlements, all policies of insurance or settlements thereof covering the Premises or any part thereof or any loss of rents affecting the Premises or any part thereof, all income and other amounts received or receivable from the Leases or the Premises in any form, including, without limitation, all proceeds from vending, parking, advertising, laundry, maintenance, cafeteria, club or other commercial operations conducted at or in connection with the Premises, all common area maintenance, service, cable, utility or other charges affecting the Premises or any of the Leases, all tax, insurance or other refunds affecting the Premises, all repayments for tenant improvements or work, together with all rights and claims of any kind which Assignor may have against any Lessee (all of the foregoing are herein called the "Rents");

Together with all right, power and authority of Assignor to amend any of the Leases and enforce the provisions thereof.

It is agreed that notwithstanding that Assignor intends to create, pursuant to this Assignment, an absolute, present and unconditional assignment from Assignor to Assignee and not merely the passing of a security interest, Assignor is hereby permitted, at the sufferance and discretion of Assignee, and is hereby granted by Assignee, a license (the "License") to manage and operate the Premises, including, without limitation, the right to collect the Rents, as they respectively become due, but not more than one month in advance, and to enter into and enforce the Leases, unless and until there is an Event of Default.

Assignor hereby covenants and agrees as follows:

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1. Assignee as Creditor. Notwithstanding the License, Assignor intends to constitute Assignee as the creditor of each Lessee in respect of assignments for the benefit of creditors in all bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting such Lessee (without obligation, on the part of Assignee, to file or make timely filings of claims in such proceedings or otherwise to pursue any creditors' rights therein). Assignee may, at its option, apply any monies received by Assignee as such creditor in reduction of the Obligations.

2. Rights and Remedies. Upon the occurrence and during the continuance of an Event of Default, the License shall automatically cease and terminate. After the occurrence and during the continuance of an Event of Default, Assignee may, at its option, enter and take possession of the Premises, or any part thereof, and perform all acts that Assignee deems necessary for the management, operation and maintenance of the Premises. However, without electing to exercise Assignee's right to enter, take over and assume the management, operation and maintenance of the Premises, Assignee, at Assignee's option, may elect to collect the Rents and to enforce payment of the Rents and/or performance of any or all of the other terms and provisions of the Leases and/or exercise any or all rights and privileges of Assignor thereunder, including, without limitation, the rights to fix or modify Rents, to bring or defend any suits in connection with the possession of the Premises or any part thereof in its own name or in Assignor's name, and/or to relet the Premises or any part thereof. Upon the occurrence and during the continuance of an Event of Default, Assignee shall, from time to time, apply all Rents, after payment of all proper costs and charges, including, without limitation, all monies due from Assignor pursuant to Section 6, to the Obligations. Assignee may determine, in its sole discretion, the manner of the application of the Rents, the reasonableness of the costs and charges to which the Rents are applied and the item or items which shall be credited thereby. Assignee's entry and taking possession of the Premises, or any part thereof, may be made, at Assignee's option, either by actual entry and possession or by notice to the last owner of the Premises appearing on Assignee's records and no further authorization shall be required. Assignee shall be accountable only for Rents actually received by it pursuant to this Assignment. Notwithstanding any action taken by Assignee pursuant to this Assignment, neither the assignment made pursuant hereto nor any such action shall constitute Assignee as a "mortgagee in possession."

3. Termination of Assignment. Upon payment to Assignee of the full amount of the Obligations, this Assignment shall be void and of no effect and Assignee shall promptly record a release of this Assignment.

4. Consent to Payment of Rents. Assignor irrevocably consents that Lessees, upon demand and notice from Assignee of an Event of Default, shall pay the Rents to Assignee without liability of Lessees for the determination of the actual existence of any Event of Default claimed by Assignee. Assignor irrevocably authorizes and directs each Lessee, upon receipt of any notice from Assignee of an Event of Default, to pay to Assignee the Rents. Each such Lessee may rely on any such notice from Assignee, and shall pay all Rents to Assignee, without any obligation and without any right to inquire as to whether any Event of Default actually exists. Assignor shall not have any claim against any Lessee for any Rents paid by any Lessee to

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Assignee. After the curing of all Events of Default, Assignee shall give written notice thereof to Lessees. Thereafter, until further notice from Assignee, Lessees shall pay the Rents to Assignor.

5. Right to Further Assignment. Assignee may assign Assignee's right, title, and interest in the Leases to any subsequent holder of the Security Instrument and to any person acquiring title to the Premises through foreclosure or otherwise. The receipt by Assignee of any Rents pursuant to this Assignment after the institution of foreclosure proceedings pursuant to the Security Instrument shall not cure any Event of Default nor affect such proceedings or any sale pursuant thereto.

6. Indemnity. Assignor hereby agrees to indemnify and hold Assignee harmless from and against all liability, loss or damage (excluding consequential and punitive damages, except to the extent that (1) such consequential or punitive damages are assessed against Assignee or any of its affiliates by any third party (other than a Lender Affiliate (as defined in the Environmental Indemnity Agreement)), which Assignee may incur (a) pursuant to any Lease, (b) by reason of this Assignment, (c) arising from any action taken by Assignee pursuant to this Assignment, (d) as a result of any claims or demands which may be asserted against Assignee by reason of any alleged obligation of Assignee pursuant to any Lease or this Assignment, or (e) as a result of the enforcement (or attempted enforcement) of this indemnity. Nothing herein contained shall be construed to bind Assignee to the performance of any of the terms and provisions contained in any of the Leases, or otherwise to impose any obligation on Assignee, including, without limitation, any liability pursuant to the covenant of quiet enjoyment contained in any Lease in the event that any Lessee is joined as a party defendant in any action to foreclose the Security Instrument and is barred and foreclosed thereby of all right, title, interest and equity of redemption in the Premises. Prior to actual entry and taking possession of the Premises by Assignee, this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon Assignee or for the carrying out of any of the terms and provisions of any Lease. If Assignee incurs any liability by reason of any actual entry and taking possession of all or any part of the Premises or for any other reason or occurrence or sustains any loss or damage pursuant to any Lease or pursuant to or by reason of this Assignment or in the defense of any such claims or demands, Assignor shall within five (5) Business Days of written demand by Assignee, reimburse Assignee for the amount of such liability, loss or damage, plus interest at the Increased Rate, or at the highest rate permitted by law, whichever is less, from the date on which Assignee pays any amount for such liability, loss or damage to the date Assignor repays to Assignee, in full, such amount and such interest, together with all related actual out of pocket costs, expenses and attorneys' fees paid by Assignee. From time to time, Assignee may (i) collect and retain possession of the Rents and (ii) apply them in satisfaction of, or reimbursement for, all sums due pursuant to the preceding sentence. Notwithstanding the foregoing, or anything set forth elsewhere herein, Assignor shall have no obligation to indemnify Assignee to the extent that such claim, liability or expense arises from Assignee's gross negligence or willful misconduct.

7. Representations and Warranties. As of the date hereof, other than with respect to the representations set forth in (d), (e), (f), (i) and (j) below being subject to disclosures set forth in any estoppel certificate received by Assignee in connection with the Loan, Assignor hereby represents and warrants that:

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- (a) Assignor is the absolute owner of each Lease with full right and title to assign the same and the Rents thereunder to Assignee;
- (b) each Lease is valid and in full force and effect;
- (c) there is no outstanding assignment or pledge thereof or of the Rents due or to become due;
- (d) to Assignor's knowledge, no Lessee has any defense, set-off or counterclaim against Assignor;
- (e) each Lessee is in possession of its leased space and has commenced payment of Rent thereunder; all Rents and other charges due and payable under the Leases have been paid;
- (f) no Rents payable pursuant to any Lease have been or will be anticipated, discounted, released, waived, compromised or otherwise discharged, except as may be expressly permitted by such Lease;
- (g) intentionally omitted;
- (h) intentionally omitted;
- (i) no Rents have been prepaid, except as expressly provided pursuant to the applicable Lease;
- (j) to Assignor's knowledge, there is no existing event of default or breach of any material covenant or condition on the part of any Lessee or Assignor under any Lease;
- (k) there are no options to purchase all or any portion of the Premises contained in any Lease;
- (l) there are no options to renew, cancel, extend or expand by any Lessee, except as stated in the Leases;
- (m) there are no amendments of or modifications to any Lease, except as disclosed in writing to Assignee; and
- (n) intentionally omitted.

8. Covenants Regarding Leases. The provisions of Section 1.08D of the Security Instrument are hereby incorporated into this Assignment by reference as if set forth herein in full.

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9. Application of Rents. Assignor shall use and apply all Rents first to the payment and performance of the Obligations in accordance with the terms of the Loan Instruments and then to the payment of all Impositions and costs and expenses of management, operation, repair, maintenance, preservation, reconstruction and restoration of the Premises in accordance with the requirements of the Security Instrument and the obligations of Assignor as the lessor under any Lease. Assignor shall not use any Rents for purposes unrelated to the Premises, unless and until all current payments of the Obligations, Impositions and such costs, expenses and obligations have been paid or provided for and adequate cash reserves have been set aside to ensure the timely payment of all future payment of all such items.

10. Further Assurances. Assignor shall execute and deliver to Assignee such further instruments as Assignee may reasonably deem necessary to make this Assignment and each further assignment affecting the Leases, the Rents or the Premises fully effective. Assignor hereby appoints Assignee, and its successors and assigns, as its agent and attorney-in-fact to execute and deliver, on behalf of Assignor upon the occurrence and during the continuance of an Event of Default, all such instruments. Such appointment shall be deemed to be coupled with an interest and to be irrevocable.

11. Cancellation Proceeds. Assignor hereby assigns to Assignee and agrees to promptly pay over to Assignee upon the occurrence and during the continuance of an Event of Default, all payments made or to be made by reason of the termination, cancellation or surrender of any Lease. Upon the occurrence and during the continuance of an Event of Default, Assignee may apply such payments, at its election, to the Obligations, in such order as Assignee shall determine or may hold such payments in trust as further security, without interest, for the Obligations.

12. Assignor's Covenants. Assignor shall faithfully perform the lessor's covenants under the Leases. Assignor shall neither do, nor neglect to do, nor permit to be done (other than enforcing the terms of such Leases and exercising the lessor's remedies thereunder following a default or event of default on the part of any Lessee in the performance of its obligations pursuant to the Lease), anything which may cause the modification or termination of any of the Leases, or of the obligations of any Lessee or any other person claiming through such Lessee, or which may diminish or impair the value of any Lease or the rents provided for therein, or the interest of the lessor or of Assignee therein or thereunder. Each Lease shall make provision for the attainment of the Lessee thereunder to any person succeeding to the interest of Assignor as the result of any judicial or nonjudicial foreclosure or transfer in lieu of foreclosure under the Security Instrument, such provision to be in form and substance approved by Assignee, provided that nothing herein shall be construed to require Assignee to agree to recognize the rights of any Lessee under any Lease following any such foreclosure or transfer in lieu thereof unless Assignee shall expressly hereafter agree thereto in writing with respect to a particular Lease.

13. Notice of Default. Assignor shall give Assignee prompt notice of any written notice of any material default or any Event of Default, extension, renewal, expansion, cancellation or surrender given to or received from any Lessee or from any other Person with respect to any Lease and shall furnish Assignee with a copy of each such written notice.

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14. Continued Validity. No variation of the terms of any Loan Instrument, including any increase or decrease in the principal amount of the Obligations or in the rate of interest payable pursuant to any Loan Instrument, nor any extension of time for payment thereunder, shall impair the assignment of the Leases and Rents in accordance with the terms of this Assignment.

15. Additional Security. Without prejudice to any of its rights pursuant to this Assignment, Assignee may (a) take security in addition to the security already given Assignee for the payment of the Obligations, (b) release any security given pursuant to the Loan Instruments (c) release any Person primarily or secondarily liable on the Obligations, (d) grant or make extensions, renewals, modifications or indulgences with respect to the Loan Instruments and replacements thereof, which replacements of the Loan Instruments may be on the same or on terms different from the present terms of the Loan Instruments, and (e) apply any security theretofore held by Assignee to the satisfaction of all or any part of the Obligations.

16. Interpretation. The headings of the Sections of this Assignment are for the convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof. As used in this Assignment, words such as "hereby," "herein," "hereof," "hereto" and "hereunder" refer to this Assignment as a whole, and not to any particular Section or clause hereof. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

17. Notices. All notices and demands or other communications hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by generally recognized overnight delivery service, with postage prepaid, addressed to Assignor or Assignee, as applicable, at the addresses stated below, or at such other address of which either Assignor or Assignee may hereafter notify the other in writing:

if to Assignor: TGA Bedford Park LLC  
 c/o Nuveen Real Estate  
 2300 N. Field Street  
 Suite 1650  
 Dallas, Texas 75201  
 Attn: Director, Industrial Capital Markets

with a copy to: TGA Bedford Park LLC  
 c/o Nuveen Real Estate  
 333 West Wacker Drive  
 Chicago, Illinois 60606  
 Attn: Graham Catlin, Associate General Counsel

and: Paul Hastings LLP  
 200 Park Avenue  
 New York, New York 10166



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Attn: Gerd Alexander, Esq.

if to Assignee: NEW YORK LIFE INSURANCE COMPANY  
 c/o New York Life Real Estate Investors  
 51 Madison Avenue  
 New York, New York 10010-1603  
 Attn: Senior Director - Loan Administration  
 Division  
 Loan No.: 374-1053

with a copy to: NEW YORK LIFE INSURANCE COMPANY  
 Office of the General Counsel  
 51 Madison Avenue  
 New York, New York 10010-1603  
 Attn: Managing Director - Real Estate Section

and: Akerman LLP  
 666 Fifth Avenue, 20<sup>th</sup> Floor  
 New York, New York 10103  
 Attn: Samuel S. Lee, Esq.

Each notice or demand so given or served shall be deemed given and effective, (a) if personally delivered, on the day of actual delivery or refusal and (b) if sent by generally recognized overnight delivery service, on the next business day. Notwithstanding the foregoing, service of any notice of default or notice of sale provided or required by law shall, if mailed as required by law, be deemed effective on the date of mailing.

18. Amendment in Writing. No change, amendment, modification, abridgement, cancellation or discharge hereof, or of any part hereof, shall be valid, unless consented to in writing by Assignee.

19. Applicable Law. 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 NOTE 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 OF LAWS, OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION, AND

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ENFORCEMENT ASSIGNMENTS OF LEASES AND RENTS CREATED PURSUANT TO THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE IN WHICH THE SECURED PROPERTY 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 THIS ASSIGNMENT AND ALL OF THE OBLIGATIONS ARISING HEREUNDER. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION 19, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF THE STATE IN WHICH THE SECURED PROPERTY IS LOCATED ASSIGNOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY JURISDICTION OTHER THAN THE LAWS OF THE STATE OF NEW YORK GOVERNS THIS ASSIGNMENT, AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION 19, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF THE STATE IN WHICH THE SECURED PROPERTY IS LOCATED, THIS ASSIGNMENT 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.

20. Invalid Provisions to Affect No Others. The unenforceability or invalidity of any provision or provisions of this Assignment as to any persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other persons or circumstances, and all provisions hereof, in all other respects, shall remain valid and enforceable.

21. No Waiver or Release. Any failure by Assignee to insist upon the strict performance by Assignor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and Assignee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Assignor of any and all of the terms and provisions of this Assignment to be performed by Assignor.

22. Cumulative Rights. The rights of Assignee arising under this Assignment and the other Loan Instruments shall be separate, distinct and cumulative and none of them shall be in exclusion of the others. No act of Assignee shall be construed as an election to proceed under any one provision herein or in any other Loan Instrument to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

23. No Merger or Termination. The Leases shall not terminate and shall remain in full force and effect irrespective of any merger of the interest of the lessor and lessee thereunder.

24. Successors and Assigns. This Assignment shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns. The covenants contained in this Assignment shall run with the land and, in addition to having the binding effect stated above, shall bind all subsequent encumbrances, lessees and sublessees of the Premises.

25. Exculpation. Notwithstanding anything to the contrary contained in this Assignment, no recourse under or upon any obligation shall be had against any of the constituent

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members or partners of Assignor, nor against any of their members, partners, shareholders, officers or directors, and Assignee expressly waives and releases all right to assert any liability whatsoever under or with respect to this Assignment against, or to satisfy any claim or obligation arising hereunder against, any of the constituent members or partners of Assignor or their respective members, partners, shareholders, officers or directors or out of their respective assets; provided, however, that nothing in this Section shall be deemed to release Guarantor from any personal liability pursuant to, or from any of its respective obligations under, the Guaranty (as defined in the Side Letter Agreement (as defined in the Note)) or the Environmental Indemnity Agreement or any other Loan Instrument to which Guarantor is a party.

[signature page follows]

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EXHIBIT A  
THE LAND

LOT 2 IN BEDFORD PARK COMMERCE CENTER I & II BEING PART OF THE NORTHWEST¼ OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE FINAL PLAT OF SUBDIVISION RECORDED SEPTEMBER 21, 2005 AS DOCUMENT NUMBER 0526439064, IN COOK COUNTY, ILLINOIS.

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PINS: 19 28 200 033  
19 28 200 034

ADDRESS: 5151 W. 73<sup>RD</sup> STREET  
BEDFORD PARK, IL 60638

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**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

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## EXHIBIT B ASSIGNMENT OF LEASES AND RENTS OF OTHER MORTGAGORS

1. Assignment of Leases, Rents, Income and Cash Collateral given by Bedford Owner to Lender with respect to Bedford 1A;
2. Assignment of Leases, Rents, Income and Cash Collateral given by Emerald Owner to Lender;
3. Assignment of Leases, Rents, Income and Cash Collateral given by Coronado Owner to Lender;
4. Assignment of Leases, Rents, Income and Cash Collateral given by Miraloma Owner to Lender;
5. Assignment of Leases, Rents, Income and Cash Collateral given by Englewood Owner to Lender;
6. Assignment of Leases, Rents, Income and Cash Collateral given by Greenstone Owner to Lender;
7. Assignment of Leases, Rents, Income and Cash Collateral given by Miller Owner to Lender;
8. Assignment of Leases, Rents, Income and Cash Collateral given by Orange Owner to Lender;
9. Assignment of Leases, Rents, Income and Cash Collateral given by 355 Owner to Lender;
10. Assignment of Leases, Rents, Income and Cash Collateral given by 55 Owner to Lender;
11. Assignment of Leases, Rents, Income and Cash Collateral given by Sterling Owner to Lender;
12. Assignment of Leases, Rents, Income and Cash Collateral given by Tri-State Owner to Lender;
13. Assignment of Leases, Rents, Income and Cash Collateral given by Westport Owner to Lender with respect to the Westport A;
14. Assignment of Leases, Rents, Income and Cash Collateral given by Westport Owner to Lender with respect to the Westport B;
15. Assignment of Leases, Rents, Income and Cash Collateral given by Westport Owner to Lender with respect to the Westport C.

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## EXHIBIT C OTHER PROPERTIES

Property Address	Other Mortgagor
Emerald Corporate Park 504 42nd Street NE, Auburn, WA	TGA Emerald Corporate Park LLC
(a) 1145 North Ocean Circle, Anaheim, CA  (b) 3355 East La Palma Avenue, Anaheim, CA	TGA North Orange Industrial LLC
(a) 1201-1205 North Miller Street, Anaheim, CA  (b) 1211 North Miller Street, Anaheim, CA  (c) 1231 North Miller Street, Anaheim, CA	TGA North Miller Industrial LLC
3130-3150 East Miraloma Avenue, Anaheim, CA	TGA East Miraloma Industrial LLC
3125 East Coronado Street, Anaheim, CA	TGA East Coronado Industrial LLC
Greenstone Logistics Center 11688 Greenstone Avenue, Santa Fe Springs, CA	TGA Greenstone Logistics Center LLC
Sterling Distribution Center 1950 Sterling Avenue Ontario, CA	TGA Sterling DC LLC
Tri-State Commerce Center 1 Lladro Drive, Moonachie, NJ	TGA Tri-State Commerce Center LLC
Englewood Distribution Center 330 S Van Brunt Street Englewood, NJ	TGA Englewood DC LLC
Park 355 2145 Internationale Parkway Woodridge, IL	TGA Park 355 LLC
Park 55 575 W Crossroads Parkway Bolingbrook, IL	TGA Park 55 LLC
Bedford Park IA 5139 W. 73rd Street Bedford Park, IL	TGA Bedford Park LLC
Westport Distribution Center Bldg. A 6075 W. 300 S Salt Lake City, UT	TGA Westport Distribution Center LLC
Westport Distribution Center Bldg. B 6195 W S 300 Street Salt Lake City, UT	TGA Westport Distribution Center LLC



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Westport Distribution Center Bldg. C 6050 W. 700 S Salt Lake City, UT	TGA Westport Distribution Center LLC
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Property of Cook County Clerk's Office

**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**