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ASSIGNMENT OF RENTS AND LEASES

PREPARED BY and WHEN
RECORDED, PLEASE RETURN
TO:

Mortgage Loan Department
First National Bank of Omaha
1620 Dodge Street
Omaha, Nebraska 68154



Doc# 2028908016 Fee \$93.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00
EDWARD M. MOODY
COOK COUNTY RECORDER OF DEEDS
DATE: 10/15/2020 10:58 AM PG: 1 OF 14

THIS SPACE FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS AND LEASES (Elk Grove Village)

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of September 30, 2020, by EGTF PROPERTY OWNER LLC, a Delaware limited liability company ("Borrower") to FIRST NATIONAL BANK OF OMAHA, a national banking association ("Lender").

1. **Assignment.** In consideration of Lender's agreement to issue the Loan, as described below, and for other valuable consideration, the receipt and adequacy of which is acknowledged by Borrower, Borrower grants and assigns to Lender:
 - (a) all of Borrower's right, title and interest in, to and under and with respect to any and all existing leases, licenses and other occupancy agreements of any kind relating to the use or occupancy of any of the property described in Exhibit A (the "Property"), as such documents are described in Exhibit B (collectively, "Existing Leases"); and
 - (b) all of Borrower's right, title and interest in, to and under and with respect to any and all leases, licenses and other occupancy agreements of any kind relating to any use or occupancy of all or any portion of the Property entered into after the date of this Assignment (collectively, "Future Leases"); and
 - (c) all rents (or payments in lieu of rents), payments and liabilities at any time payable under any and all of the Existing Leases or Future Leases, any and all security deposits received or to be received by Borrower pursuant to any and all Existing Leases or Future Leases and all rights and benefits accrued to or to accrue to Borrower under any and all of the Existing Leases or Future Leases (the "Collateral"). The Existing Leases, Future Leases and Collateral are collectively referred to as the "Leases," and a reference to Existing Leases, Future Leases, Collateral or Leases shall be a reference to the same as amended, extended, renewed or modified from time to time.

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2. **Obligation Secured.** Borrower makes the foregoing grant and assignment to Lender for the purpose of securing the Secured Obligations (as defined in that certain Mortgage, Security Agreement and Assignment of Rents of even date herewith made by Borrower in favor of Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Security Instrument") on the Property dated as of the date hereof and securing the Loan and Loan Documents (each, as defined in the Security Instrument).
3. **Interpretation.** It is the intention of the Borrower that this Assignment shall constitute a present and absolute assignment to Lender. However, so long as no Event of Default shall occur and be continuing, Borrower shall have the right to collect at the time of, but not more than thirty (30) days prior to, the date provided for payment, all rents, income and profits arising under the Leases and to retain and use the same.
4. **Covenants.** Borrower covenants and agrees as follows for so long as the Secured Obligations remain outstanding:
 - (a) to use commercially reasonable efforts to perform all of the material obligations of Borrower, as lessor under the Leases; not to intentionally permit any abatement, reduction or waiver of rent of any of the lessees under a Leases (as hereinafter defined) except with the prior written consent of Lender; and
 - (b) to give prompt notice to Lender of any written notice of material default with respect to any of the Leases, whether the default be of the lessees or Borrower, and to furnish Lender with complete copies of said notices; and
 - (c) not to terminate, modify or amend any of the material terms of the Major Leases in any material manner or grant any concession or waive, excuse or condone any material failure of lessees under the Major Leases, or in any manner release or discharge the lessees from any material obligations, covenants, conditions or agreements to be performed by the lessees under the Major Leases, including, without limitation, the obligation to pay rent, or give any consent to exercise any option required or permitted by the terms of any of the Major Leases, either orally or in writing, without the prior written consent of Lender, which may be withheld in Lender's reasonable discretion (such consent not to be unreasonably withheld, conditioned or delayed), or to accept the surrender of any of the Major Leases without the prior written consent of Lender, which may be withheld in Lender's reasonable discretion (such consent not to be unreasonably withheld, conditioned or delayed), and that any attempted termination, modification or amendment of any of the Major Leases, or any other action which requires Lender's consent, without such consent, shall be null and void; and
 - (d) not to collect any of the rent, income or other liabilities arising or accruing under the Leases more than one (1) month in advance of the time when the same become due (except security deposits shall not be deemed rents collected in advance); and

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- (e) not to discount any future accruing rents or other liabilities in connection with any of the Leases (except in accordance with the terms of any applicable Lease or if otherwise determined by Borrower to be in the best interest of the Property as determined by Borrower in its commercially reasonable judgment; and
- (f) not to execute any other assignment of any of the Leases, any interest in any of the Leases or any of the rents or payments due or to become due in connection with the Leases; and
- (g) to enforce, or secure the performance (to the extent it would be commercially reasonable to do so) by the lessees of, the material covenants, representations, warranties and agreements contained in the Leases, and to exercise Borrower's commercially reasonable judgment in determining whether to enforce and secure certain remedies available to Borrower against the lessees, in case of material default under any of the Leases by the lessees; and
- (h) [Reserved]; and
- (i) except as permitted by the applicable terms of any Major Lease, not to consent to any termination, assignment or subletting by any lessee under any Major Lease without the prior written consent of Lender; provided that the foregoing shall not be construed to place Borrower in default under this Assignment in the case of any termination, assignment or subletting, which, under the terms of a particular Major Lease, does not require the consent of the lessor; and provided further, that where the terms of the Major Lease require the lessor not to unreasonably withhold its consent to any such termination, assignment or subletting, Lender agrees not to unreasonably withhold, condition or delay Lender's consent notwithstanding anything to the contrary set forth herein; and
- (j) not to subordinate, or agree or consent to subordinate, any of the Leases to any security instrument or other encumbrance without Lender's prior written consent, which may be granted or withheld in Lender's reasonable discretion (such consent not to be unreasonably withheld, conditioned or delayed); and to deliver to Lender, from time to time, upon Lender's request, an executed counterpart of each and every Lease; and to execute and record such additional assignments, in form and substance reasonably acceptable to Lender, as Lender may reasonably request, covering any and all of the Leases, and to pay all reasonable out-of-pocket costs incurred in connection with the preparation, execution and recording of all such assignments; and
- (k) not to exercise any right of election, whether specifically set forth in any of the Major Leases or otherwise, which would in any way materially diminish any obligation or liability of any of the lessees or which would have the effect of shortening the stated term of any of the Major Leases and subject to the deemed approval provisions below, not to enter into any Future Leases unless such Leases are in form and content reasonably satisfactory to Lender.

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Notwithstanding the foregoing, or anything to the contrary contained herein, Borrower may take any of the foregoing actions set forth in clauses (b), (c), (e), (g), (i) and (k) above provided Borrower takes such action in the exercise of its commercially reasonable business judgment and provided that with respect to any of the foregoing actions or circumstances that may have a material adverse impact on the Property or the Lender's security for repayment of the Loan, Borrower will endeavor to provide Lender with prompt written notice of such actions and circumstances.

"Major Lease" shall mean as to the Property (i) any Lease which, individually or when aggregated with all other Leases at the Property with the same tenant or its affiliates, demises 20,000 square feet or more, (ii) any Lease which contains any option, offer, right of first refusal or other similar entitlement to acquire all or any portion of the Property, (iii) any Lease with an affiliate of Borrower or Guarantor, or (iv) any Lease entered into while an Event of Default shall exist.

Notwithstanding the foregoing provisions of this Section 4, to the extent Lender's prior written consent or approval is required with respect to any Lease pursuant to this Section 4, Borrower may present a term sheet containing all material terms of (A) the proposed Lease (including base rent, additional rent, pass-throughs, free rent periods, maintenance obligations, tenant work, landlord's work, tenant contributions, CAM charges, term, renewal options, extension options, rights of first offer, rights of first renewal, identity of tenant (and any guarantor), use and exclusivity restrictions, assignment and subletting rights, and termination rights, in each case, to the extent applicable) or (B) any amendment, renewal, surrender or termination of an existing Lease (a "Lease Term Sheet") to Lender for its approval or consent (not to be unreasonably withheld, conditions or delayed) prior to the negotiation of a final agreement. If Lender approves (or is deemed to have approved) any Lease Term Sheet, Lender's prior approval shall not be required for the final Lease (or amendment, renewal, surrender or termination of the applicable Lease) so long as: (1) an Event of Default is not continuing, (2) the Lease Term Sheet has not been modified or amended in any material respect after it has been approved (or deemed approved) by Lender and (3) the final Lease (or amendment, renewal, surrender or termination of the applicable Lease) does not deviate in any material respect from the terms set forth on the Lease Term Sheet or contain any terms materially adverse to Borrower, the Property or Lender and not set forth in the Lease Term Sheet.

To the extent that Lender's consent or approval is required under this Section 4, to the extent that the Deemed Approval Requirements are fully satisfied in connection with any Borrower request for Lender consent and Lender thereafter fails to respond as provided below, Lender's approval shall be deemed given with respect to the matter for which approval was requested. "Deemed Approval Requirements" shall mean, with respect to any matter arising under this Agreement, that (i) no Event of Default shall have occurred and be continuing (either at the date of any notices specified below or as of the effective date of any deemed approval), (ii) Borrower shall have sent Lender a written request for approval with respect to such matter in accordance with the applicable terms and conditions hereof (the "Initial Notice"), which such Initial Notice shall have been accompanied by any and all required information and documentation relating thereto as may be reasonably required in order to approve or disapprove such matter (the "Approval Information"); (iii) Lender shall have failed to respond to the Initial Notice within five (5) Business Days; (iv) Borrower shall have submitted a second request for

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approval with respect to such matter in accordance with the applicable terms and conditions hereof (the "Second Notice"), which such Second Notice shall have been (A) accompanied by the Approval Information and (B) marked in bold lettering with the following language: "LENDER'S RESPONSE IS REQUIRED WITHIN THREE (3) BUSINESS DAYS OF RECEIPT OF THIS NOTICE PURSUANT TO THE TERMS OF A LOAN AGREEMENT BETWEEN THE UNDERSIGNED AND LENDER" and the envelope containing the Second Notice shall have been marked "PRIORITY-DEEMED APPROVAL MAY APPLY"; and (v) Lender shall have failed to respond to the Second Notice within the aforesaid time-frame.

5. **Representations and Warranties.** In order to induce Lender to make the Loan to Borrower, Borrower represents and warrants to Lender as of the date hereof that, except as set forth in (i) the rent roll for the Property, (ii) any tenant estoppel certificates delivered to Lender on or prior to the date hereof or (iii) as otherwise disclosed to Lender, to Borrower's knowledge:

- (a) the Existing Leases are in full force and effect and are enforceable in accordance with their respective terms, and that no default exists with respect to any of the Existing Leases; and
- (b) no rent payment or other payment under any of the Existing Leases has been paid by any lessee for more than one (1) month in advance; and
- (c) the Existing Leases constitute all the Leases existing with respect to the Property as of the date of this Assignment; and
- (d) each of the Existing Leases constitutes the entire agreement between the respective lessees and Borrower, and there are no other agreements, undertakings or representations, either written or oral, with respect to the Property; and
- (e) none of the lessor's interest under any of the Leases has been transferred or assigned to any person or entity other than Lender.

6. **Defaults and Remedies.**

- (a) **Definition.** "Event of Default" shall have the same meaning as "Event of Default" in the Loan Agreement of even date herewith between Borrower and Lender.
- (b) **Remedies.** In addition to any and all remedies contained in the other Loan Documents, during the continuance of an Event a Default, Lender shall, and without regard to the adequacy of the security for the indebtedness and obligations secured by this Assignment and by the Loan Documents, either in person or by its agent, and with or without bringing any action or proceeding or obtaining a receiver appointed by a court, and without notice to or demand on Borrower, and without releasing Borrower from any obligations under this Assignment, have the following rights and remedies, each of which shall be

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exercisable in Lender's sole discretion subject to the rights of Tenants under any applicable Leases:

- (i) to receive directly from the lessees under the Leases all rents, income, liabilities and other amounts arising or accruing under the Leases or from the Property and to so continue until Borrower is otherwise notified by Lender; and
- (ii) to collect, sue for, settle, compromise and give acquittances for all of the rents and other payments that may become due under the Leases and avail Lender of and pursue all remedies for the enforcement of the Leases as Borrower's rights in and under the Leases as Borrower might have pursued but for this Assignment, all at Borrower's sole cost and expense; and
- (iii) to take possession of the Property, and to have, hold, manage, lease and operate the same on such terms and for such period of time as Lender may deem proper and, either with or without taking possession of the Property in its own name, make, from time to time, all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Lender.

Nothing set forth in this Section shall be deemed to limit or otherwise alter the rights of Lender under any of the Loan Documents, or at law or in equity during the continuance of an Event of Default, nor shall Lender be obligated to exercise any of its rights in this Section.

- (c) **Notice.** Lessees under the Leases are hereby irrevocably authorized and notified by Borrower to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by Lender for the payment to Lender of any rental or other sums which may be, or hereafter become, due under the Leases, or for the performance of any of such lessees' undertakings under the Leases, and such lessees shall have no right or duty to inquire as to whether any Event of Default has actually occurred or is then existing.
- (d) **Proceeds.** During the continuance of an Event of Default, Lender shall have the right to apply all such rents, income and profits received from the lessees under the Leases to the payment of any of the following in such amounts and in such order as Lender shall deem appropriate in Lender's sole discretion:
 - (i) the indebtedness secured by this Assignment and by the Loan Documents, together with all costs and attorneys' fees of Lender incurred in attempting to enforce Lender's rights hereunder or thereunder, in such order or priority as Lender, in Lender's sole discretion, may determine; any statute, law, or custom to the contrary notwithstanding; and
 - (ii) all expenses of managing the Property, including, without limitation, the salaries, fees and wages of a managing agent and such other employees or independent contractors as Lender may deem necessary or desirable, and

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all expenses of operating and maintaining the Property, including, without limitation, all taxes, charges, claims, assessments, water rents, sewer rents, any other liens, premiums for all insurance which Lender may deem necessary or desirable, the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property.

(e) **Relationship.** Nothing contained in this Assignment shall be construed as constituting Lender as trustee or “mortgagee in possession.”

7. **Exoneration.** Lender shall not directly or indirectly be liable to Borrower or any other person as a consequence of the exercise of the powers granted to Lender in this Assignment, or as a result of Lender's exercise of Lender's rights during the continuance of an Event of Default, and no such liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower, and Borrower indemnifies Lender and holds Lender harmless from and against all such liability.

Lender shall not be obligated to perform or discharge any obligation, duty, or liability of Borrower under the Leases, or by reason of this Assignment. Borrower hereby indemnifies and holds Lender harmless from and against any and all liability, loss, damage, cost or expense (including reasonable out-of-pocket attorneys' fees) which Lender actually incurs or suffers under the Leases or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligation or undertaking on Lender's part to perform or discharge any of the terms, covenants or agreements contained in any of the leases, except to the extent arising as a result of Lender's gross negligence, willful misconduct or fraud.

Lender shall not be liable for any loss sustained by Borrower or any third party resulting from Lenders' failure to lease the Property after the continuance of an Event of Default or from any other act or omission of Lender in managing the Property after the continuance of an Event of Default, except to the extent arising as a result of Lender's gross negligence, willful misconduct or fraud. Should Lender incur or suffer any liability, loss, damage, cost or expense (including reasonable out-of-pocket attorneys' fees) under the Leases or by reason of this Assignment, or in the defense of any such claims or demands, the amount of such liability, loss, damage, cost, expense, and out-of-pocket attorneys' fees shall be secured by this Assignment and the Loan Documents, and Borrower shall pay the same to Lender upon demand by Lender. Upon failure of Borrower to so pay Lender, Lender may, at Lender's option, declare all sums secured by this Assignment and the Loan Documents immediately due and payable and exercise any other remedy available at law or in equity.

It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the lessees or any other parties, or for any dangerous or defective condition of the Property, or for any negligence

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in the management, upkeep, repair or control of the Property resulting in loss or injury or death of any lessee, licensee, employee, invitee or other person, unless, in each case, the same results from Lender's gross negligence, willful misconduct or fraud.

8. **Foreclosure.** Upon issuance of a deed or deeds pursuant to any judicial or non-judicial foreclosure of the Security Instrument, all right, title and interest of Borrower in and to the Leases shall, by virtue of this Assignment, vest in and become the absolute property of the grantee or grantees of such deed or deeds without any further act or assignment by Borrower. Borrower hereby irrevocably appoints Lender, and its successors and assigns, as its attorney in fact, to execute all instruments of assignment or further assurances in favor of such grantee or grantees of such deed or deeds, as may be immediately necessary under the circumstances. Notwithstanding the foregoing, Lender shall not exercise such power of attorney granted under this Section 8 until five (5) business days after written notice has been given to Borrower by Lender of Lender's intent to exercise its rights under this Section 8 and Borrower has failed to respond or take the necessary action contemplated by such notice. Notwithstanding the foregoing, or anything herein the contrary, Lender shall only be permitted to take the actions specifically set forth in the Attorney-In-Fact Notice during the continuance of an Event of Default.

Nothing contained in this Assignment shall prevent Lender from terminating any subordinate Lease through such foreclosure, subject to any written agreement now or hereafter made by Lender in Lender's discretion to recognize the rights of any lessee if such lessee is not in default under its Lease.

9. **Loan Documents.** This Assignment is supplementary to, and not in substitution or derogation of, any of the provisions of the other Loan Documents. To the extent that this Assignment is inconsistent with the provisions of the other Loan Documents, such other Loan Documents shall control; and in particular, to the extent that this Assignment is inconsistent with the terms of the Security Instrument, the Security Instrument shall control. Lender may enforce any of the provisions of this Assignment prior to, simultaneously with, or subsequent to any of the rights or remedies under the other Loan Documents.

Notices. Any notice or other communication to any party in connection with this Assignment shall be in writing and shall be sent by manual delivery, overnight courier or United States registered or certified mail, postage prepaid, return receipt requested addressed to such party at the address specified below, or at such other address as such party shall have specified to the other parties hereto in writing not less than ten (10) days prior to the effective date of the address change. Unless otherwise specified herein, all periods of notice shall be measured from the date of delivery thereof if manually delivered, from the first Business Day after the date of sending if sent by overnight courier, or from three (3) days after the date of mailing if mailed. If any applicable statute shall provide a mandatory method for the delivery of notice, then the statutory method shall be followed.

If to Borrower: EGTP PROPERTY OWNER LLC
9450 W. Bryn Mawr, Suite 750
Rosemont, IL 60018

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Attention: Michael W. Brennan

With a copy to: c/o Oaktree Real Estate Group
333 So. Grand Avenue, 28th Floor
Los Angeles, CA 90071
Attn: Derek Smith

With a copy to: c/o Oaktree Real Estate Group
1301 Avenue of the Americas
New York, New York 10019
Attn: Raymond Gong

With a copy to: c/o Oaktree Real Estate Group
1301 Avenue of the Americas
New York, New York 10019
Attn: Matthew DeAtley

With a copy to: Paul Hastings LLP
2050 M Street NW
Washington, DC 20036
Attn: Michael K. Berman, Esq.

If to Lender: First National Bank of Omaha
1620 Dodge Street
Omaha, Nebraska 68197
ATTN: Senior Loan Officer, Commercial Real Estate Department

With a copy to: Pansing Hogan Ernst & Bachman LLP
10250 Regency Circle, Suite 300
Omaha, Nebraska 68114
Attn: James D. Buser, Esquire

10.

11. **Attorneys' Fees.** If any legal action or proceeding is brought by either Borrower or Lender in order to enforce or construe a provision of this Assignment, the unsuccessful party in such action or proceeding, whether such action or proceeding is settled or prosecuted to final judgment, shall pay all of the reasonable out-of-pocket attorneys' fees and costs actually incurred by the prevailing party. If Borrower shall become subject to any case or proceeding under the Bankruptcy Reform Act, as amended or recodified from time to time, Borrower shall pay to Lender on written demand all reasonable out-of-pocket attorneys' fees, costs and expenses which Lender actually incurs in order to obtain relief from any provision of the Act which delays or otherwise impairs Lender's exercise of any right or remedy under this Assignment or any of the Loan Documents, or in order to obtain adequate protection for any of Lender's rights or collateral.

12. **Heirs, Successors and Assigns.** Subject to the limitations elsewhere contained in this Assignment, the terms of this Assignment shall be binding upon and inure to the benefit of the heirs, successors and assigns of Borrower and Lender, including, without

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- limitation, any subsequent owner of the Property. There shall be no third party beneficiaries of this Assignment.
13. **Time.** Time is of the essence of each term of this Assignment.
 14. **Headings.** All headings appearing in this Assignment are for convenience only and shall be disregarded in construing the substantive provisions of this Assignment.
 15. **Law.** This Assignment shall be governed by and construed in accordance with the Laws of the State in which Property is located, except to the extent that Federal laws or the rules and regulations of the Office of Thrift Supervision, or its successor, preempt the laws of the State in which Property is located, in which case, Lender shall be entitled to such Federal rights and remedies without regard to conflicting limitation imposed by State law.
 16. **Severability.** In the event any one of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal or unenforceable in any respect under applicable law, such invalidity, illegality or unenforceability, at the option of Lender, shall not effect any other provision of this Assignment, but this Assignment shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.
 17. **Waiver.** Nothing contained in this Assignment, and no act done or omitted by Lender pursuant to the powers and rights granted Lender, shall be deemed to be a waiver by Lender of its rights and remedies under the other Loan Documents; and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms of the other Loan Documents. The rights and remedies of Lender under this Assignment are cumulative, and no exercise of any right or remedy shall preclude the exercise of any other right or remedy or the later exercise of the same right or remedy. Waivers and approvals under this Assignment must be in writing to be effective; and, unless expressly stated, waivers and approvals shall apply only to the specific circumstances addressed. No waiver under this Assignment shall operate under any of the other Loan Documents.
 18. **Satisfaction.** Upon payment in full of all indebtedness secured by this Assignment, this Assignment shall terminate and be of no further effect; but any person may, and is hereby authorized to, rely upon the affidavit of any officer of Lender showing that any part of said indebtedness remains outstanding and that this Assignment remains in effect.
 19. **Interest.** In the event Lender expends funds on behalf of Borrower in exercising any of Lender's rights or remedies under this Assignment, such sums, including attorneys' fees, shall be secured by this Assignment and the other Loan Documents, and any such sums shall bear interest at the default rate specified in the Note until reimbursed by Borrower to Lender.

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20. **Other Security.** Lender may take or release other security for the payment of the indebtedness secured by this Assignment, and Lender may release any party primarily or secondarily liable for the payment of any such indebtedness and may apply any other security held by Lender to the satisfaction of such indebtedness without prejudice to any of Lender's rights under this Assignment.
21. **Definition.** The terms “lessor” and “lessors” as used in this Assignment shall include all landlords, licensors and other parties in a similar position with respect to the Leases. The term “lessee” and “lessees” shall include any tenants and licensees and any other parties in a similar position, and shall also include any guarantors or other obligors of the Leases.
22. **Estoppel Certificate.** During the continuance of an Event of Default, within thirty (30) days after written request by Lender, Borrower shall use commercially reasonable efforts to deliver to Lender estoppel certificates executed by each of the lessees, provided that such estoppel certificates may be in the form (x) required under the respective tenant's Lease (if applicable) or (y) a form previously delivered to Lender.
23. **Plural Borrower's, Other Obligors.** All persons and entities identified by the designation “Borrower,” including, without limitation, all general partners or joint ventures (if any) of Borrower, are jointly and individually bound to perform each and every obligation of Borrower under this Assignment and are jointly and individually liable to Lender for such performance.
24. **Incorporation.** Exhibit A and Exhibit B, as attached to this Assignment, are incorporated into and made a part of this Agreement.
25. **Waiver of Jury Trial.** Section 8.5 of the Loan Agreement is hereby incorporated by reference into this Assignment to the same extent and with the same force as if fully set forth herein.

[Space Below Intentionally Left Blank --
Signature Page to Follow]

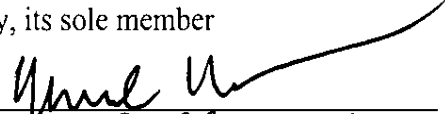
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SIGNATURE PAGE – ASSIGNMENT OF RENTS

BORROWER:

EGTP PROPERTY OWNER LLC, a Delaware limited liability company

By: EGTP LLC, a Delaware limited liability company, its sole member

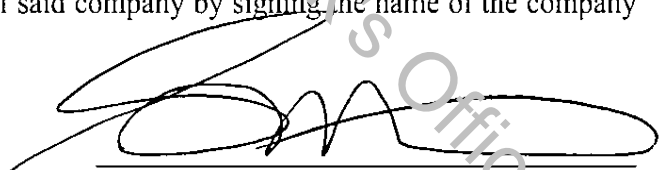
By: 
 Name: MICHAEL BLENNAN
 Its: PRESIDENT

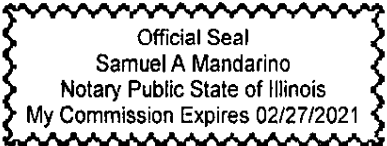
Property of COOK COUNTY CLERK'S Office

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

I HEREBY CERTIFY, that on this 29th day of September, 2020, before me, the undersigned Notary Public of said State, personally appeared MICHAEL BLENNAN, who acknowledged himself to be the PRESIDENT of EGTP, LLC, a Delaware limited liability company, sole member of EGTP PROPERTY OWNER LLC, a Delaware limited liability company, known to me (or satisfactorily proven) to be the person who name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized Manager of said company by signing the name of the company by himself as Manager.


 Notary Public



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EXHIBIT "A"

Legal Description

Parcel 1:

Lots 3, 4 and 5 in the Final Plat of Elk Grove Technology Park Resubdivision, being a subdivision of part of the Southwest Quarter of Section 22, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded June 19, 2018 as document number 1817016002.

Parcel 2:

Rights, subject to the obligations, contained in the annexation agreement among Elk Grove Village, Pecora Family Limited Partnership, and Chicago Title Land Trust Company as trustee under trust agreement dated March 29, 1991 known as Trust Number RV-011122, et al, recorded January 19, 2018 as document number 1801929124 and the unrecorded redevelopment agreement attached thereto as an exhibit between Elk Grove Village and GB Elk Grove 1, LLC, as successor in interest to BIG Acquisitions LLC dated November 14, 2017.

Parcel 3:

Perpetual non-exclusive easements for the benefit of Parcel 1 as set forth in Article II of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Elk Grove Technology Park dated as of January 15, 2019 and recorded January 17, 2020 as Document Number 2001741059.

Parcel 4:

Easement for the benefit of Lot 5 of Parcel 1 as created by easement agreement recorded January 21, 2020 as document number 2002106050 by and between T5@Chicago LLC (then Owner of Lot 6) and GB Elk Grove 1, LLC (then Owner of Lot 5) granting an easement for vehicular and pedestrian access to, and ingress and egress in favor of, Lot 5 along and over a portion of Lot 6 more particularly depicted on Exhibit C thereto.

Property Address:

701 Innovation Drive, Elk Grove Village, Illinois
801 Innovation Drive, Elk Grove Village, Illinois
150 Innovation Drive, Elk Grove Village, Illinois

PIN Numbers:

08-22-304-008-0000
08-22-304-009-0000
08-22-304-010-0000

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EXHIBIT B

Existing Leases

1. Building Lease dated May 4, 2020, by and among SCREEN GP AMERICAS, LLC, an Illinois limited liability company ("Tenant"), and EGTP PROPERTY OWNER LLC, a Delaware limited liability company.
2. Building Lease dated August 17, 2020, by and among C&C NORTH AMERICA, INC., d/b/a Cosentino North America, a Delaware corporation ("Tenant") and EGTP PROPERTY OWNER LLC, a Delaware limited liability company.
3. Building Lease dated June 13, 2019 by and among BROETJE AUTOMATION-USA, INC., a Delaware corporation ("Tenant") and EGTP PROPERTY OWNER LLC, a Delaware limited liability company

Property of Cook County Clerk's Office