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CCH120042220 D6 2 of 5
This instrument prepared by and after
recording should be returned to:

Thompson Coburn LLP
55 East Monroe Street
37th Floor
Chicago, Illinois 60603
Attention: Victor A. Des Laurier, Esq.

PINS: 17-07-125-058-0000
17-07-125-059-0000
17-07-132-001-0000

COMMON ADDRESS: 401 North Western Avenue,
Chicago, Illinois 60612



Doc# 2031240018 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/09/2020 10:45 AM PG: 1 OF 15

ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES (ILLINOIS)

This Assignment of Rents and Lessor's Interest in Leases (Illinois) (this "Assignment") is executed and delivered as of October 30, 2020, by WEST-HUB LIMITED LIABILITY COMPANY, an Illinois limited liability company ("Mortgagor"), to CIBC Bank USA ("Lender").

I. BACKGROUND

A. Contemporaneously herewith, Lender is providing certain loans, extensions of credit and other financial accommodations (the "Financial Accommodations") to Mortgagor, CROWN PACKAGING INTERNATIONAL, INC., a Delaware corporation ("Crown Packaging"), WEST-HUB BUILDING CORP., an Illinois corporation ("WHBC"), BIG SKY PARK L.L.C., an Illinois limited liability company ("Big Sky Park"), and POLYCON INDUSTRIES, INC., an Illinois corporation ("Polycon"; and together with Mortgagor, Crown Packaging, WHBC, Big Sky Park and any other party joined pursuant to the terms of the hereinafter defined Loan Agreement, each individually a "Borrower" and collectively the "Borrowers"), pursuant to (i) that certain Loan and Security Agreement of even date herewith, by and among Borrowers, the other Loan Parties party thereto and Lender as may be further amended, extended renewed, restated, amended and restated, or replaced from time to time (collectively, the "Loan Agreement"), (ii) that certain Revolving Note of even date herewith executed and delivered by Borrowers to Lender in a maximum aggregate principal amount not to exceed Fifteen Million and no/100 Dollars (\$15,000,000.00) (as amended, extended, renewed, restated, amended and restated, or replaced from time to time, the "Revolving Note"), (iii) that certain Term Loan A Note of even date herewith executed and delivered by Borrowers to Lender in the original principal amount of Eight Million Five Hundred Thousand and no/100 Dollars (\$8,500,000.00) (as amended, extended, renewed, restated, amended and restated, or replaced from time to time, "Term Note A"), (iv) that certain Term Loan B Note of even date herewith executed and delivered by Borrowers to

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Lender in the original principal amount of Four Million and no/100 Dollars (\$4,000,000.00) as amended or restated from time to time, "Term Note B") (Term Note B, together with the Revolving Note, Term Note A and any other note execute and delivered by Borrowers or any Borrower to any Lender pursuant to the Loan Agreement are collectively, the "Notes"), (v) that certain Mortgage and Security Agreement (Illinois) of even date herewith executed and delivered by Mortgagor to Lender (as amended, extended, renewed, restated, amended and restated, or replaced from time to time, the "Mortgage"), and (vi) the other Loan Documents.

B. Some of the Financial Accommodations may bear interest at a variable rate.

C. Pursuant to the Loan Agreement, Mortgagor is required to execute and deliver to Lender among other things (i) the Mortgage, and (ii) this Assignment. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Mortgage, including, by reference, to defined terms in the Loan Agreement.

D. In consideration of the foregoing, the mutual promises and understandings of the parties hereto set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor hereby covenants unto and agrees with Lender as set forth in this Assignment.

II. ASSIGNMENT

A. To secure the full and timely payment and performance by the Borrowers of the Obligations, including, without limitation, the Obligations evidenced by or referenced in the Mortgage, the Notes, the Loan Agreement, this Assignment, the Bank Product Agreement or the other Loan Documents, Mortgagor hereby grants, conveys, transfers and assigns to Lender:

1. all leases demising and leasing all or any part of the premises legally described on Exhibit "A" (the "Premises") attached hereto, any contract for the sale of all or any part of the Premises, or any other agreement for the use, sale or occupancy of all or any part of the Premises, whether heretofore, now or hereafter executed by Mortgagor and any renewals, extensions, modifications, amendments or substitutions thereto (collectively, the "Leases"); and

2. all rents, issues, deposits, income and profits now due or which may hereafter become due under or by virtue of the Leases, or any letting or demise of, or any agreement for the use, sale or occupancy of the Premises or any part thereof and all the avails thereof, now existing or hereafter made or agreed to or which may be made or agreed to under the powers herein granted, together with all guaranties and rights against guarantors, if any, of the obligations of the lessees under the Leases (collectively, the "Income").

B. Mortgagor hereby irrevocably appoints Lender as its true and lawful attorney-in-fact to, upon and during the continuance of an Event of Default:

1. rent, lease, let or sell all or any part of the Premises to any party or parties at such price and upon such terms as Lender may determine; and

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2. collect, sue for, settle and compromise all of the rents, issues, deposits, contracts for sale, income and profits now due or which may at any time hereafter become due, with the same rights and powers and subject to the same immunities, exoneration of liability, rights of recourse and indemnity as Lender would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.

III. REPRESENTATIONS, WARRANTIES AND COVENANTS

Mortgagor represents, warrants and covenants unto Lender as follows:

- A. The Leases and the Income are freely assignable by Mortgagor to Lender, and Mortgagor has full power and authority to make the assignment provided for herein;
- B. All income due under the Leases has been fully and timely paid, and, except for those security deposits listed on Exhibit "B", Mortgagor is currently not in possession of any pre-paid Income;
- C. None of the Income for any part of the Premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagor;
- D. Mortgagor is the sole owner of the entire interest in any currently existing Leases, and the Leases are valid and enforceable in accordance with their terms and have not been altered, modified or amended in any manner whatsoever;
- E. There are no claims or causes of action in connection with the Leases which Mortgagor may have or which any party may have against Mortgagor;
- F. Mortgagor has not, and will not at any time hereafter, assign or pledge to any person or entity, other than Lender, any or all of the Leases or the Income;
- G. The only Leases in effect with respect to the Premises are listed on Exhibit "C" attached hereto, full, correct and complete copies of which, including all amendments, have been delivered to Lender;
- H. No defaults by Mortgagor or any lessee exist under the Leases and to the knowledge of Mortgagor, there exists no fact which, with the giving of notice or lapse of time or both, would constitute a default under the Leases. Mortgagor will promptly provide Lender with copies of any notices of default sent or received by Mortgagor in connection with the Leases; and
- I. Mortgagor shall, except as otherwise permitted by the Loan Agreement:
1. observe and perform all the obligations imposed upon Mortgagor, as lessor, under the Leases and not do or permit to be done anything to impair the security thereof;
 2. not consent to the assignment or subletting of the Premises without the prior written consent of Lender;
 3. not collect any of the Income more than 30 days in advance of the time when the same shall become due;

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4. not alter, modify or change the terms of the Leases or any guarantees thereof in any material manner, cancel or terminate the Leases or any guarantees thereof or accept a surrender thereof without the prior written consent of Lender; and

5. upon the reasonable written request of Lender, deliver to Lender copies of all Leases, including, but not limited to, all original Leases executed after the date hereof.

IV. WAIVERS

A. Mortgagor hereby waives any right of set-off against any person in possession of all or any part of the Premises. Nothing herein contained shall be construed as constituting Lender a "trustee in possession" or a "mortgagee in possession" in the absence of the taking of actual physical possession of the Premises by Lender pursuant to the provisions hereinafter contained.

B. Mortgagor hereby waives any claim, cause of action or right of setoff against Lender, its officers, directors, employees and agents for any loss sustained by Mortgagor resulting from Lender's failure to let the Premises after an "Event of Default" (hereinafter defined) or from any other act or omission of Lender in managing the Premises, nor shall Lender be obligated to perform or discharge, nor does Lender hereby undertake to perform or discharge, any obligation, duty, or liability under the Leases created or incurred by Mortgagor prior to the time Lender takes possession of the Premises (the "Pre-existing Obligations"). Mortgagor shall, and does hereby agree to indemnify Lender for, and hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases, including, but not limited to, any Pre-existing Obligations. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon Lender, nor for the carrying out of any of the terms and conditions of the Leases prior to the time Lender may take possession, nor shall it operate to make Lender responsible or liable for any waste committed on the Premises by any lessee or any other persons or entities or for any dangerous or defective conditions of the Premises.

C. If Lender incurs any liability for any Pre-existing Obligations under the Leases or under or by reason of this Assignment or in the good faith defense of any claims or demands relative to any Pre-existing Obligations, the amount thereof, including, but not limited to, reasonable costs, expenses, and attorneys' fees, shall be secured hereby and by the other Loan Documents, and shall be due and payable from Mortgagor to Lender on demand with interest thereon at the Default Rate.

V. FUTURE LEASES

A. Mortgagor shall cause each lessee, whether now existing or hereafter arising, to execute and deliver to Lender a Tenant Estoppel Certificate and Subordination Agreement, each in form and substance reasonably acceptable to Lender.

B. Mortgagor shall assign and transfer to Lender all future Leases upon all or any part of the Premises and shall execute and deliver, promptly upon the request of Lender, all such further reasonable assurances and assignments in the Premises as Lender shall from time to time reasonably require.

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VI. EVENT OF DEFAULT

An "Event of Default" means the occurrence of (a) a breach, default or event of default under this Assignment, (b) an "Event of Default" as defined in the Loan Agreement, or (c) an "Event of Default" as defined in the Mortgage.

VII. ENFORCEMENT OF THIS ASSIGNMENT

A. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that Lender shall not exercise any of the rights and powers conferred upon it under Section II hereunder until the occurrence of an Event of Default.

B. Upon the occurrence of and during the continuance of an Event of Default, Lender, without in any way waiving an Event of Default, and without the institution of legal proceedings of any kind whatsoever, may, at its option, either in person, by agent or by a receiver appointed by a court, take possession of the Premises and have, hold, manage, lease, sell 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 Premises in its own name, sue for or otherwise collect and receive the Income and enforce the Leases, including, but not limited to, Income past due and unpaid, with full power to make, from time to time, all alterations, renovations, repairs or replacements thereto or hereof and to apply such Income as Lender may determine in its sole discretion, including, but not limited to, the payment of:

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

2. the Obligations in such order of priority as Lender may determine in its sole discretion, any statute, law, custom or use to the contrary notwithstanding;

3. taxes and special assessments now due or which may hereafter become due on the Premises; and

4. all repairs, decorating, renewals, replacements, alterations, additions, betterments or improvements of the Premises, and of placing the Premises in such condition as will, in the judgment of Lender, make it readily rentable or saleable.

C. The exercise by Lender of its rights provided herein and the collection of the Income and the application thereof as herein provided shall not be considered a waiver of any breach, default or Event of Default by Mortgagor or of any remedy otherwise available to Lender under the Mortgage, Loan Agreement or the other Loan Documents. No right or remedy of Lender hereunder is exclusive of any other right or remedy hereunder or now or hereafter existing at law or in equity, but is cumulative and in addition thereto and Lender may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law, in equity or otherwise, without first exhausting or affecting or impairing the security or any right or remedy afforded by this Assignment. No delay in exercising, or omission to

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exercise, any right or remedy will impair any such right or remedy or will be construed to be a waiver of any default by Mortgagor hereunder, or acquiescence therein, nor will it affect any subsequent default hereunder by Mortgagor of the same or different nature. Every such right or remedy may be exercised independently or concurrently, and when and so often as may be deemed expedient by Lender.

D. Mortgagor agrees that, upon the occurrence of and during the continuance of an Event of Default, Lender shall have full power to use such measures, legal or equitable, in its sole discretion or in the discretion of its successors, divisions, parents, affiliates, parents or assigns, as may be deemed proper or necessary to enforce the payment of the Income in connection with the Premises, including, but not limited to, actions for the recovery of rent, actions in forcible detainer and actions in distress of rent. This Assignment is and shall be primary and on a parity with the real estate conveyed by the Mortgage and not secondary. Mortgagor hereby grants to Lender full power and authority to, upon the occurrence of and during the continuance of an Event of Default, exercise each and every of the rights, privileges, and powers herein granted at any and all times hereafter, without notice to Mortgagor, and with full power, to the extent permitted by law, to cancel or terminate any of the Leases for any cause or on any ground, to elect to disaffirm any of the hereafter executed Leases or the Leases subordinated to the lien of the Mortgage, to make all the necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises, to insure and reinsure the same for all risks incidental to Lender's possession, operation and management thereof, and to receive all Income.

E. Mortgagor agrees that Lender may take or release other security for the payment of the Obligations, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of such Obligations without prejudice to any of its rights under this Assignment.

F. Upon issuance of a deed or deeds pursuant to foreclosure of the Mortgage, the Leases shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by Mortgagor. Mortgagor hereby irrevocably appoints Lender to execute all instruments of assignment for further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose.

G. Any amounts received by Mortgagor or its agents for performance of any actions prohibited by the terms of this Assignment, including any amounts received in connection with any cancellation, modification or amendment of any of the Leases and any amounts received by Mortgagor as Income, shall be held in trust by Mortgagor and immediately remitted to Lender. Any person acquiring or receiving all or any part of such funds shall acquire or receive the same in trust for Lender as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith.

VIII. DIRECTION TO LESSEES

Mortgagor hereby authorizes and directs any and all lessees or occupants of the Premises to pay over to Lender all Income after the occurrence of and during the continuance of an Event of Default.

IX. OTHER

A. This Assignment shall be binding upon Mortgagor and its successors, and permitted assigns, if any, and any party or parties holding title to the Premises by, through, or under Mortgagor. All of the

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rights, powers, privileges, and immunities herein granted and assigned to Lender shall also inure to its successors, divisions, nominees, parents, subsidiaries, affiliates and assigns.

B. It is expressly understood that no judgment which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all Obligations and Covenants of Borrowers now or hereafter owing to Lender. This Assignment shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale.

C. The relationship between Mortgagor and Lender is solely that of secured creditor and debtor, and nothing contained herein or in any of the Loan Documents shall in any manner be construed as making the parties hereto partners, joint venturers or any other relationship other than secured creditor and debtor.

D. If any provision of this Assignment is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this Assignment, the balance of which shall remain in and have its intended full force and effect. However, if such invalid or unenforceable provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

E. The Exhibits referred to herein are attached hereto, made a part hereof and incorporated herein by this reference thereto.

F. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original.

G. MORTGAGOR AND LENDER EACH IRREVOCABLY AGREE, AND HEREBY CONSENT AND SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, AND THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION, WITH REGARD TO ANY LITIGATION, ACTIONS OR PROCEEDINGS ARISING FROM OR RELATING TO OR IN CONNECTION WITH THIS ASSIGNMENT. MORTGAGOR AND LENDER EACH HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION, ACTIONS OR PROCEEDINGS FILED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION.

H. MORTGAGOR AND LENDER EACH HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO MORTGAGOR AS SET FORTH IN THE MORTGAGE AND IN THE MANNER PROVIDED BY APPLICABLE STATUTE, LAW, RULE OF COURT OR OTHERWISE.

I. MORTGAGOR AND LENDER EACH HEREBY ABSOLUTELY AND UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER OR RELATED TO THIS ASSIGNMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR OTHER

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INSTRUMENTS, DOCUMENTS OR AGREEMENTS EXECUTED AND DELIVERED BY MORTGAGOR TO LENDER IN CONNECTION THEREWITH OR RELATED THERETO.

J. Lender shall release this Assignment by proper instrument in recordable form upon indefeasible payment in full and discharge of all Obligations.

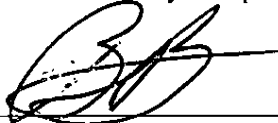
[signature page follows]

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IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first written above.

WEST-HUB LIMITED LIABILITY COMPANY,
an Illinois limited liability company

By: 
Name: Berle R. Blitstein
Its: Manager

Accepted as of the date first noted above.

CIBC BANK USA,
as Lender

By: _____
Name: Todd Bernier
Its: Managing Director

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IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first written above.

WEST-HUB LIMITED LIABILITY COMPANY,
an Illinois limited liability company

By: _____
Name: Berle R. Blitstein
Its: Manager

Accepted as of the date first noted above.

CIBC BANK USA,
as Lender

By:  _____
Name: Todd Bernier
Its: Managing Director

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

ALL OF BLOCK 3 IN EBERHART & WILBUR'S SUBDIVISION OF BLOCK 25 OF CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF SAID BLOCK 3 AFORESAID LYING SOUTH OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF LOT 13 IN SAID BLOCK, 21 AND 8/10THS FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 13 TO THE SOUTHWEST CORNER OF LOT 12) AND (EXCEPT FROM SAID BLOCK 3 THAT PART LYING WEST OF A LINE DRAWN PARALLEL WITH AND 50 FEET EAST OF THE WEST LINE OF SECTION 7) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 5, 6, 7, 8 AND 9 IN BLOCK 2 IN EBERHART AND WILBUR'S SUBDIVISION OF BLOCK 25 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PINs: 17-07-125-058-0000
17-07-125-059-0000
17-07-132-001-0000

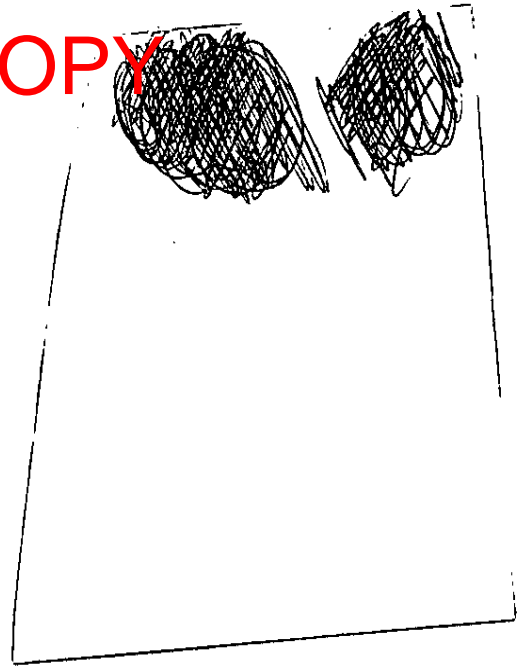
Common Address: 401 North Western Avenue, Chicago, IL 60612

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EXHIBIT "B"
SECURITY DEPOSITS

None.



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EXHIBIT "C"

LEASES

That certain lease agreement by and between Orchard Hill Cabinetry, Inc., doing business as Builders Cabinet Supply, Inc. and Mortgagor, as amended or restated from time to time.

That certain lease agreement by and between Acme Builders Inc. and Mortgagor, as amended or restated from time to time.

That certain lease agreement by and between Polycon Industries, Inc. and Mortgagor, as amended or restated from time to time.

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