UNOFFICIAL



Doc# 2101516043 Fee \$73.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/15/2021 02:23 PM PG: 1 OF 12

Document prepared by and after recording return to:

Joel Sestito, Esq. Akerman LLP 71 South Wacker Drive, 47th Floor Chicago, Illinois 60606

Property Address:

1532 W. Fulton Street Chicago, Illinois 60607

PIN Numbers: See Exhibit A.

Chicago Title

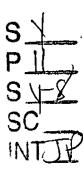
209 NW031-290WC

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of November 16, 2020 by and from TLP 1532 FULTON LLC, a Delaware limited liability company (the "Assignor"), to and for the benefit of NORTHBROOK BANK & TRUST COMPANY, N.A., a national banking association, its successors and assigns ("Assignee" or "Lender").

RECITALS:

- A. Assignor is, or, as of the date nersof, will be the owner of certain real property located in Cook County, State of Illinois more paracularly described in Exhibit A attached hereto.
- B. Pursuant to that certain Construction Loan Agreement (together with all renewals, amendments, modifications, increases and extensions thereof, the "Fulton Loan Agreement") dated as of even date herewith between Assignor and Lender, Lender has agreed to make a loan to Assignor in the maximum principal amount of Three Million Two Hundred Thousand and No/100 Dollars (\$3,200,000.00) (the "Fulton Loan"). The Loan is evidenced in part by that certain Promissory Note dated as of even date herewith in the maximum principal amount of Three Million Two Hundred Thousand and No/100 Dollars (\$3,200,000.00) from Assignor to the order of Lender (as amended, modified and restated from time to time, the "Fulton Note").
- C. Pursuant to that certain Construction Loan Agreement (together with all renewals, amendments, modifications, increases and extensions thereof, the "Ashland Loan Agreement" and together with the Fulton Loan Agreement, individually and collectively, as applicable, the "Loan Agreement") dated as of July 28, 2020, between TLP 325 North Ashland LLC, a Delaware limited liability company ("Ashland Borrower" and together with Assignor, individually and collectively, as applicable, "Borrower") and Lender, Lender agreed to make a loan to Ashland Borrower in the maximum principal amount of Eight Million Five Hundred Thousand and No/100 Dollars (\$8,500,000.00) (the "Ashland Loan" and together with the Fulton Loan, individually and collectively, as applicable, the "Loan"). The Ashland Loan is evidenced in part by that certain Promissory Note dated as of July 28, 2020, in the maximum principal amount of Eight Million Five Hundred Thousand and No/100 Dollars (\$8,500,000.00) from Ashland Borrower to Lender (as amended, modified and restated from time to time, the "Ashland Note" and together with the



Fulton Note, individually and collectively, as applicable, the "Note"). Capitalized terms used and not specifically defined herein shall bear the same meaning as in the Loan Agreement.

- D. The Loan is secured by, among other things, that certain: (i) Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of even date herewith from Assignor to Lender (as amended, modified and restated from time to time, the "Mortgage"), which Mortgage encumbers the real property and all improvements described therein, (ii) that certain Environmental Indemnity Agreement dated as of even date herewith from Assignor and Guarantor (as defined in the Loan Agreement) to Lender (as amended, modified and restated from time to time, the "Indemnity Agreement"); and (iii) certain other loan documents (the Loan Agreement, the Note, the Mortgage, the Indemnity Agreement, and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Loan Documents"). All of the agreements, conditions, covernor and a part of this Assignment to the same extent and with the same force and effect as if they were fully set forth herein and Assignor covenants and agrees to keep and perform them, or cause them to be kept and performed, strictly in accordance with their terms.
- E. Assignor is required as a condition to the making of the Loan to transfer and assign to Lender all of Assignor's right, title and interest in, to and under the Leases and Rents (as defined below).

AGRLEMENT:

NOW, THEREFORE, as an inducement to Lender to make the Loan, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby represents, warrants, covenants and agrees as follows:

1. <u>Definitions</u>. As used herein, the following terms shall have the following meanings:

"Event of Default" means an Event of Default, as defined in the Loan Agreement.

"Leases" means all leases, subleases, rental contracts, occupancy agreements, licenses and other arrangements (in each case whether existing now or in the future) pursuant to which any person or entity occupies or has the right to occupy or use any portion of the Property, and includes (a) any supplement, modification, amendment, renewal or extension of any Lease and (b) any security or guaranty for any Lease.

"<u>Lessees</u>" means the lessees under the Leases or any subtenants or occupants of the Property.

"Obligations" means, collectively, the obligations of Borrower under the Loan Agreement, the Note, the Mortgage, this Assignment, and the other Loan Documents, together with any extensions, modifications, renewals or refinancings of any of the foregoing.

"Rents" means all rents, issues, income, revenues, royalties, profits and other amounts now or in the future payable under any of the Leases, including those past due and unpaid.

2. <u>Assignment</u>. Subject to the License set forth in <u>Section 3</u>, as security for the payment and performance of the Obligations, Assignor hereby absolutely and unconditionally

transfers, sets over and assigns to Assignee all present and future right, title and interest of Assignor in, to and under the Leases and the Rents, together with all advance payments, security deposits and other amounts paid or payable to or deposited with Assignor under any of the Leases and all other rights and interests of Assignor under or in respect of any of the Leases. Subject to the License set forth in Section 3, this Assignment is intended to be and is an absolute present assignment from Assignor to Assignee, it being intended hereby to establish a complete and present transfer of all Leases and Rents with the right, but without the obligation, to collect all Rents.

- 3. <u>License</u>. Except as hereinafter set forth, Assignor shall have a license to collect, retain, distribute and/or use the Rents accruing under the Leases as they become due (the "<u>License</u>"), but not more than thirty (30) days in advance, and to enforce the Leases. The License shall automatically be revoked upon the occurrence and during the continuance of an Event of Default. Assignor covenants and agrees that in exercising its License it shall apply the Rents first to the payment of the reasonable expenses of owning, maintaining, repairing, operating and renting the Property, and then to rayment of the Obligations which are then due and payable, prior to using the Rents for any other purpose.
- 4. Representations and Warranties. Assignor hereby represents and warrants to Assignee that, as of the date hereof: (1) Assignor is the absolute owner of the entire lessor's interest in each of the Leases, with absolute right and title to assign the Leases and the Rents; (b) to Assignor's knowledge, the Leases are valid, enforceable and in full force and effect and have not been modified, amended or terminated excep as disclosed to Lender in writing; (c) there are no outstanding assignments or pledges of the Leases or of the Rents and no other party has any right, title or interest in the Leases or the Rents; (d) there are no existing defaults under the provisions of the Leases on the part of the lessor and to Assignor's knowledge, there are no existing defaults under the provisions of the Leases on the part of the Leases thereunder; (e) to Assignor's knowledge, no Lessee has any defense, set-off or counterclaim against Assignor; (f) except as disclosed to Lender in writing, no Lessee has any purchase option or first refusal right or any right or option for additional space with respect to the Property; (g) Assignor has not accepted prepayments of installments of rent or any other charges under any Least for a period of more than one (1) month in advance except for security or similar deposits; and (h) all work required to be performed by Assignor, as landlord, as of the date hereof under any Lease has been completed in accordance with the provisions of the Lease.

5. Covenants of Assignor.

New Leases and Lease Terminations and Modifications. Except as permitted under the Loan Agreement, Assignor shall not enter into, cancel, surrender or terminate (except as a result of a material default by the Lessees thereunder and failure of such Lessee to cure the default within the applicable time periods set forth in the Lease), amend or modify any such Lease, or make any subsequent assignment or pledge of such a Lease, or consent to the subordination of the interest of any Lessee in any such Lease, or consent to any assignment by any Lessee or any subletting, without the prior written consent of Assignee, which shall not be unreasonably withheld, conditioned or delayed. Any attempt to do any of the foregoing without the prior written consent of Lender (unless permitted under the Loan Agreement) shall be null and void.

- 5.2 <u>Performance under Leases</u>. Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Assignor shall not do or suffer to be done anything to materially impair the security thereof. With respect to any Lease, Assignor shall not, except as may expressly be contemplated under such Lease, (a) release the liability of any Lessee or any guaranty thereof, (b) consent to any Lessee's withholding of rent or making monetary advances and off-setting the same against future rentals, (c) consent to any Lessee's claim of a total or partial eviction, (d) consent to a termination or cancellation, except as specifically provided above, or (e) enter into any oral leases with respect to all or any portion of the Property.
- 5.2 <u>Collection of Rents</u>. Assignor shall not collect any of the Rents, issues, income or profits assigned hereunder more than one (1) month in advance of the time when the same shall become due, except for security or similar deposits.
- 5.4 <u>Further Assignment</u>. Assignor shall not make any other assignment of its entire or any part of its interest in of to any or all Leases, or any or all Rents, except as specifically permitted by the Loan Documents.
- 5.5 <u>Lease Guaranty</u>. Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law without the prior written consent of Lender.
- 5.6 <u>Waive Rental Payments</u>. Assignor shall not waive or excuse the obligation to pay rent under any Lease.
- 5.7 <u>Defending Actions</u>. Assignor shall, at it's sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the less or or any Lessee or guarantor thereunder, and shall pay all costs and expenses of Assignee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Assignee in appear.
- 5.8 <u>Enforcement</u>. Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the Lessees and guarantors thereunder.
- 5.9 <u>Subordination</u>. Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent.
- 5.10 <u>Notice</u>. Assignor shall immediately notify Assignee of any material breach by a Lessee or a guarantor under any Lease.
- 5.11 Bankruptcy of Lessee. If any Lessee is or becomes the subject of any proceeding under 11 U.S.C. § 101 et seq., as the same may be amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check

in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Assignee. Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check.

- 6. <u>Cancellation of Lease</u>. In the event that any Lease permits cancellation thereof on payment of consideration and the privilege of cancellation is exercised, the payments made or to be made by reason thereof are hereby assigned to Assignee, and if an Event of Default has occurred and is continuing, shall be applied, at the election of Assignee, to the Obligations in whatever order Assignee shall choose in its discretion or shall be held in trust by Assignee as further security, without interest, for the payment of the Obligations. Prior to such Event of Default, Assignor may use and apply such termination payments to expenses of the Property.
- 7. Assignee's Rights Upon Lessee Bankruptcy. Upon the occurrence of an Event of Default, and if a Lessee under a Lease files or has filed against it any petition in bankruptcy or for reorganization, or undertakes or is subject to similar action, Assignee shall have, and is hereby assigned by Assignor, all of the rights which would otherwise inure to the benefit of Assignor in such proceedings, including, without limitation, the right to seek "adequate protection" of its interests, to compel rejection of any Lease, and to seek such claims and awards as may be sought or granted in connection with the rejection of such Lease. Unless otherwise consented to by Assignee in writing, Assignee's exercise of any of the rights provided herein shall preclude Assignor from the pursuit and benefit the eof without any further action or proceeding of any nature. Assignee, however, shall not be o'diguted to make timely filings of claims in any bankruptcy, reorganization or similar action, or to otherwise pursue creditor's rights therein.

8. Default of Assignor.

Remedies. Upon the occurrence and during the continuance of an Event of Default, Assignor's License shall immediately cease and terminate, unless Lender shall otherwise notify Assignor in writing that such License is not being terminated by Lender. Assignee shall thereupon be authorized at its option to enter and take possession of all or part of the Property, in person or by agent, employee or court appointed receiver, and to perform all acts necessary for the operation and maintenance of the Property in the same manner and to the same extent that Assignor might reasonably so act. In furtherance thereof, Assignee shall be authorized, but under no obligation, to collect the Rents arising from the Leases, and to enforce performance of any other terms of the Leases including, but not limited to, Assignor's rights to fix or modify rents, sue for possession of the leased premises, relet all or part of the leased premises, and collect all Rents under such new Leases. Assignor shall also pay to Assignee, promptly upon any Event of Default: (a) all rent prepayments and security or other deposits paid to Assignor pursuant to any Lease assigned hereunder; and (b) all charges for services or facilities or for escalations which have theretofore been paid pursuant to any such Lease to the extent allocable to any period from and after such Event of Default. Assignee will, after payment of all proper costs, charges and any damages, apply the net amount of such Rents to the Obligations. Assignee shall have sole discretion as to the manner in which such Rents are to be applied, the reasonableness of the costs to which they are applied, and the items that will be credited thereby.

- 8.2 <u>Notice to Lessee</u>. Assignor hereby irrevocably authorizes each Lessee, upon demand and notice from Assignee of the occurrence of an Event of Default, to pay all Rents under the Leases to Assignee. Assignor agrees that each Lessee shall have the right to rely upon any notice from Assignee directing such Lessee to pay all Rents to Assignee, without any obligation to inquire as to the actual existence of an Event of Default, notwithstanding any notice from or claim of Assignor to the contrary. Assignor shall have no claim against any Lessee for any Rents paid by Lessee to Assignee.
- 8.3 <u>Assignment of Defaulting Assignor's Interest in Lease</u>. Assignee shall have the right to assign Assignor's right, title and interest in and to the Leases to any person acquiring title to the Properly through foreclosure or otherwise. Such assignee shall not be liable to account to Assignor for the Rents accruing after such assignment.
- 8.4 <u>No Waiver</u>. Assignee's failure to avail itself of any of its rights under this Assignment for any period of time, or at any time or times, shall not constitute a waiver thereof. Assignee's rights and remedies hereunder are cumulative, and not in lieu of, but in addition to, any other rights and remedies Assignee has under the Loan Agreement, the Note, the Mortgage and any of the other Loan Documents. Assignee's rights and remedies hereunder may be exercised as often as Assignee deems expedier a
- 8.5 Costs and Expenses. The cost and expenses (including any receiver's fees and fees) incurred by Assignee pursuant to the powers contained in this Assignment shall be immediately reimbursed by Assignor to Assignee on demand, shall be secured hereby and, if not paid by Assignor, shall bear interest from the date due at the Default Rate. Assignee shall not be liable to account to Assignor for any action taken pursuant hereto, other than to account for any Rents actually received by Assignee.
- Indemnification of Assignee. Assignor hereby agrees to indemnify, defend, 9. protect and hold Assignee harmless from and against any and all hability, loss, cost, expense or damage (including reasonable attorneys' fees) that Assignee may or might incur under the Leases or by reason of this Assignment. Such indemnification shall also cover any and all claims and demands that may be asserted against Assignee under the Leases or this Assignment. Nothing in this section shall be construed to bind Assignee to the performance of any Legge provisions, or to otherwise impose any liability upon Assignee, including, without limitation, any liability under covenants of quiet enjoyment in the Leases in the event that any Lessee shall have oven joined as party defendant in any action to foreclose a Mortgage and shall have been barred thereby of all right, title, interest, and equity of redemption in the Property. This Assignment imposes to liability upon Assignee for the operation and maintenance of the Property or for carrying out the terms of any Lease before Assignee has entered and taken possession of the Property. Any loss or liability incurred by Assignee by reason of actual entry and taking possession under any Lease or this Assignment or in the defense of any claims shall, at Assignee's request, be immediately reimbursed by Assignor. Such reimbursement shall include interest at the Default Rate, costs, expenses and reasonable attorney fees. Assignee may, upon entry and taking of possession, collect the Rents and apply them to reimbursement for any such loss or liability. The provisions of this Section 9 shall survive repayment of the Obligations and any termination or satisfaction of this Assignment. Notwithstanding anything to the contrary contained in this Assignment, the foregoing indemnity shall not extend to such liabilities, loses, costs, expenses or damages which

are attributable to (a) Lender's gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction and/or (b) matters arising after Lender has taken title to, or exclusive possession of the Property (as evidenced by a court order appointing a receiver on behalf of Lender for the Property and/or a court order appointing Lender as mortgagee in possession and/or Lender's acceptance of a deed-in-lieu of foreclosure) (the "Transfer Date"), provided that, such matters did not arise from or accumulate with any condition of the Property, which condition was not caused by Lender or its agents and which existed as of the Transfer Date.

- Additions to, Changes in and Replacement of Obligations. Assignee may take security in addition to the security already given to Assignee for the payment of the Obligations or release such other security, and may release any party primarily or secondarily liable on the Obligations, reary grant or make extensions, renewals, modifications or indulgences with respect to the Obligations or the Mortgage and replacements thereof, which replacements of the Obligations or the Mortgage may be on the same terms as, or on terms different from, the present terms of the Obligations or the Mortgage, and may apply any other security held by it to the satisfaction of the Obligations, without prejudice to any of its rights hereunder.
- Power of Attorne?. In furtherance of the purposes of this Assignment, Assignor hereby appoints Assignee as Assignor's attorney-in-fact, with full authority in the place of Assignor, at the option of Assignee at any time after the occurrence and during the continuance of an Event of Default, and in the name of Assignor or Assignee, to (a) collect, demand and receive the Rents and other amounts payable under any Lease, (b) bring suit and take other action to enforce the Leases, (c) enforce, supplement, nodify, amend, renew, extend, terminate and otherwise administer the Leases and deal with Lesses in relation to the Leases in a commercially reasonable manner, (d) give notices, receipts, releases and satisfactions with respect to the Leases and the Rents and other amounts payable under any Lease, and (e) take such other action as Assignee may reasonably deem necessary or advisable in connection with the exercise of any right or remedy or any other action taken by Assignee under this Assignment.
- 12. No Mortgagee in Possession; No Other Liability. The acceptance by Assignee of this Assignment, with all of the rights, power, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Property by Assignee, be deen ed or construed to: (a) constitute Assignee as a mortgagee in possession nor place any responsibility upon Assignee for the care, control, management or repair of the Property, nor shall it operate to make Assignee responsible or liable for any waste committed on the Property by any Lessee occupant or other party, or for any dangerous or defective condition of the Property, nor thereafter at any time or in any event obligate Assignee to appear in or defend any action or proceeding relating to the Leases or to the Property; (b) require Assignee to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases; or (c) require Assignee to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by Lessees and not assigned and delivered to Assignee. Assignee shall not be liable in any way for any injury or damage to person or property sustained by any person in or about the Property.

13. <u>Termination of Assignment</u>. Assignee shall terminate and release this Assignment as to all or a portion of the Property to the same extent as the Mortgage is released in whole or in part, pursuant to the terms and conditions of the Loan Documents.

14. Miscellaneous.

- 14.1 <u>Severability</u>. If any term of this Assignment or the application hereof to any person or set of circumstances, shall to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such provision or part thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent consistent with applicable law.
- 14.2 <u>Cartions</u>. The captions or headings at the beginning of each section hereof are for the convenience of the parties only and are not part of this Assignment.
- 14.3 <u>Counterparts</u>. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall be construed together and shall constitute one instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.
- 14.4 <u>Notices</u>. All notices or other written communications hereunder shall be given in the manner set forth in the Loan Agreement.
- 14.5 <u>Modification</u>. No amendment, medification or cancellation of this Assignment or any part hereof shall be enforceable without Assigned's and Assignor's prior written consent.
- 14.6 Successors and Assigns; Gender; Joint and Several Liability. The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all subsequent owners of the Property, and all subsequent holders of the Note and the Mortgage, subject in all events to the provisions of the Mortgage regarding transfers of the Property by Assignor. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or ne iter and the singular number shall include the plural and conversely in each case. If there is more than one (1) party constituting Assignor, all obligations of each Assignor hereunder shall be joint and several.
- 14.7 <u>Expenses</u>. Assignor shall pay on demand all costs and expenses incurred by Assignee in connection with the review of Leases, including reasonable fees and expenses of Assignee's outside counsel.

15. Governing Law.

- 15.1 <u>Substantial Relationship</u>. The parties agree that the State of Illinois has a substantial relationship to the parties and to the underlying transactions embodied by the Loan Documents.
 - 15.2 Reserved.

- Governing Law. This Assignment and the obligations of Assignor hereunder that affect the Property shall be governed by and interpreted and determined in accordance with the laws of the State of Illinois.
- WAIVER OF JURY TRIAL. ASSIGNOR BY ITS ACCEPTANCE HEREOF, HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE HE.
 SSIGNO.
 SSIGNMEN.
 ASSIGNE PO PRO.
 DOCUMENTS

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 COLUMN (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG ASSIGNOR AND ASSIGNEE ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT, OR ANY RELATIONSHIP BETWEEN ASSIGNOR AND ASSIGNEE. THIS PROVISION IS A MATERIAL INDUCEMENT TO ASSIGNEE TO PROVIDE THE LOAN DESCRIBED HEREIN AND IN THE OTHER LOAN

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

THE EAST 9.28 FEET OF LOT 2, ALL OF LOTS 3 AND 4 IN SUBDIVISION OF THE EAST 75 FEET OF THE SOUTHWEST 1/4 OF BLOCK 15 IN UNION PARK SECOND ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 TO 7 BO FH INCLUSIVE IN COUNTY CLERKS DIVISION OF THE SOUTH 1/2 OF BLOCK 15 IN UNION FARK SECOND ADDITION IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS:

17-08-308-028-0000; 17-08-308-029-0000; 17-03-308-030-0000; 17-08-308-031-0000; 17-08-308-032-0000; 17-08-308-033-0000; 17-08-308-034-0000; 17-02-238-038-0000 SOUNTY CLOPA'S OFFICE

COMMON ADDRESS:

1532 West Fulton Street, Chicago, Illinois 60607

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the day and year first above written.

ASSIGNOR:

TLP 1532 FULTON LLC, a Delaware limited liability company

By:

Name: Neil P. Doyle

Title: Authorized Signatory

STATE OF

COUNTY OF

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Neil P. Doyle, the Authorized Signatory of TLP 1532 FULTON LLC, a Delaware limited liability company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said insurament as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ______ day of November, 2020.

Notary Public

OFFICIAL SEAL KARI LAVEZZI

NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:06/15/24

2101516043 Page: 12 of 12

-County Clarks Office

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IN WITNESS WHEREOF, this Assignment has been duly signed and sealed by the parties as of the date set forth above.

ASSIGNOR:

TRADELANE PROPERTIES LLC,

a Delaware limited liability company

Name: Neil F. Doyle

Its: Authorized Signatory

ASSIGNEE:

TLP 1532 FULTON LLC,

a Delaware limited liability company

Name: Neil P. Doyle

Title: Authorized Signatory