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Karen A. Yarbrough
Cook County Clerk
Date: 07/27/2021 10:27 AM Pg: 1 of 11

PREPARED BY AND UPON
RECORDATION RETURN TO:

Gibson, Dunn & Crutcher LLP
555 Mission Street
San Francisco, CA 94105
Attention: Kahlil Yearwood, Esq.

LSV: JLF A21-2637

Property address: 11130 King Street, Chicago (Franklin Park), IL 60131

APN/Tax ID No. 12-20-300-030-0000

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (as amended, restated, supplemented or otherwise modified from time to time, this "Assignment") is made as of June 25, 2021, by **EXETER 11130 KING, LLC**, a Delaware limited liability company, having an address at 101 West Elm Street, Suite 600, Conshohocken, PA 19428 (individually and/or collectively, as the context may require, "Borrower"), to **PGIM REAL ESTATE FINANCE, LLC**, a Delaware limited liability company (together with its successors and assigns, "Lender").

WITNESSETH:

WHEREAS, this Assignment is given to secure a loan (the "Loan") in the principal sum of up to THREE HUNDRED THIRTY-FOUR MILLION THREE HUNDRED FIVE THOUSAND AND 00/100 DOLLARS (\$334,305,000.00) pursuant to that certain Loan Agreement dated as of the date hereof between Borrower, the other "Borrowers" party thereto and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement"); and

WHEREAS, to induce Lender to make the Loan to Borrower, Borrower desires to further secure the payment of the Debt and the performance of all of Borrower's obligations under the Loan Documents by executing this Assignment. All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement.

NOW THEREFORE, in consideration of the making of the Loan by Lender to Borrower and the covenants, agreements, representations and warranties set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

ARTICLE I

ASSIGNMENT

Section 1.1 Property Assigned. Borrower hereby absolutely and unconditionally assigns and grants to Lender all of Borrower's rights, title and interest in and to the following property, rights, interests and estates, now owned, or hereafter acquired by Borrower:

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(a) Leases. All existing or future leases, subleases or subsubleases, lettings, licenses, concessions or other agreements made a part hereof (whether written or oral and whether now or hereafter in effect), pursuant to which any Person is granted a possessory interest in, or a right to use or occupy, all or any portion of any space in that certain lot or piece of land, more particularly described in Exhibit A annexed hereto and made a part hereof (the “**Land**”), together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (the “**Improvements**”; the Land and Improvements being referred to collectively as the “**Property**”) and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, and the right, title and interest of Borrower, its successors and assigns, therein and thereunder.

(b) Other Leases and Agreements. All other leases and other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Property or any portion thereof now or hereafter made, whether made before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the “**Bankruptcy Code**”) together with any extension, renewal or replacement of the same. This Assignment of other present and future leases and present and future agreements being effective without further or supplemental assignment. The “leases” described in Section 1.1(a) and the leases and other agreements described in this Section 1.1(b) are collectively referred to as the “**Lease**”.

(c) Rents. All rents, rent equivalents, income, receivables, revenues, receipts, insurance proceeds, deposits and profits arising from the Leases and renewals thereof together with all rents, rent equivalents, income, fees, receivables, accounts, profits (including, but not limited to, all oil and gas or other mineral royalties and bonuses), charges for services rendered and any and all payment and consideration of whatever form or nature received by Borrower or its agents or employees from any and all sources relating to the use, enjoyment and occupancy of the Property whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively, the “**Rents**”).

(d) Bankruptcy Claims. All of Borrower’s claims and rights (the “**Bankruptcy Claims**”) to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code.

(e) Lease Guaranties. All of Borrower’s right, title and interest in and claims under any and all lease guaranties, letters of credit and any other credit support (individually a “**Lease Guaranty**”, collectively, the “**Lease Guaranties**”) given by any guarantor in connection with any of the Leases or leasing commissions (individually, a “**Lease Guarantor**”, collectively, the “**Lease Guarantors**”) to Borrower.

(f) Proceeds. All proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims.

(g) Other. All rights, powers, privileges, options and other benefits of Borrower as lessor under the Leases and beneficiary under the Lease Guaranties, including without limitation the immediate and continuing right to make claim for, receive and collect all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto, and to do all other things which Borrower or any lessor is or may become entitled to do under the Leases or the Lease Guaranties.

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(h) Entry. The right, at Lender's option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents.

(i) Power of Attorney. Borrower's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in Section 3.2 of this Assignment and any or all other actions designated by Lender for the proper management and preservation of the Property.

(j) Other Rights and Agreements. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (i) above, and all amendments, modifications, replacements, renewals and substitutions thereof.

ARTICLE II

TERMS OF ASSIGNMENT

Section 2.1 Present Assignment and License Back. It is intended by Borrower that this Assignment constitute a present, absolute assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims, and not an assignment for additional security only. Notwithstanding the foregoing or anything to the contrary contained herein, Lender grants to Borrower a revocable license to collect, receive, use and enjoy the Rents and other sums due under the Lease Guaranties, which license shall not be revoked unless and until an Event of Default (defined below) exists.

Section 2.2 Notice to Lessees. Borrower hereby authorizes and directs the lessees named in the Leases or any other future lessees or occupants of the Property and all Lease Guarantors to pay over to Lender or to such other party as Lender directs all Rents and all sums due under any Lease Guaranties upon receipt from Lender of written notice to the effect that Lender is then the holder of this Assignment and that an Event of Default (as defined in the Loan Agreement) exists, and to continue so to do until otherwise notified by Lender.

ARTICLE III

REMEDIES

Section 3.1 Default. The occurrence of a default of any of the terms, provisions or covenants under this Assignment and/or breach a breach of any representation or warranty under this Assignment which continues following Borrower's receipt of written notice from Lender of such event, shall constitute an Event of Default under the Loan Agreement, subject to any applicable notice and cure periods. The occurrence of an Event of Default under the Loan Agreement or any other Loan Document shall constitute an "Event of Default" under this Assignment.

Section 3.2 Remedies of Lender. During the occurrence and continuance of an Event of Default, the license granted to Borrower in Section 2.1 of this Assignment shall automatically be revoked, and Lender shall immediately be entitled to possession of all Rents and sums due under any Lease Guaranties, whether or not Lender enters upon or takes control of the Property. In addition, Lender may, at its option, without waiving such Event of Default, without regard to the adequacy of the security for the Debt, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess Borrower and its agents and servants from the Property, without liability for trespass, damages or otherwise (other than arising as a direct result of Lender's gross negligence or willful misconduct) and exclude Borrower and its agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Property on such terms and for such period of time as Lender may deem proper and

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either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents and sums due under all Lease Guaranties, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as Lender may deem proper and may apply the Rents and sums received pursuant to any Lease Guaranties to the payment of the following in such order and proportion as Lender in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Lender may deem necessary or desirable and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Lender may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and (b) the Debt, together with all costs and reasonable attorneys' fees. In addition, upon the occurrence of an Event of Default, Lender, at its option, may (i) complete any construction on the Property in such manner and form as Lender deems advisable, (ii) exercise all rights and powers of Borrower, including, without limitation, the right to negotiate, execute, cancel, enforce or modify any Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all sums due under any Lease Guaranties, (iii) reserved, or (iv) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise.

Section 3.3 Other Remedies. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Loan Agreement, the Note, or 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 thereof. The right of Lender to collect the Debt and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Borrower hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim (other than a compulsory counterclaim) or crossclaim of any nature whatsoever with respect to the obligations of Borrower under this Assignment, the Loan Agreement, the Note, the other Loan Documents or otherwise with respect to the Loan in any action or proceeding brought by Lender to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment.

Section 3.4 Other Security. Lender may (i) take or release other security for the payment of the Debt and performance of the Other Obligations (including, without limitation the payment of the Debt), (ii) release any party primarily or secondarily liable therefor, and (iii) apply any other security held by it to the reduction or satisfaction of the Debt and performance of the Other Obligations without prejudice to any of its rights under this Assignment.

Section 3.5 Non-Waiver. The exercise by Lender of the option granted it in Section 3.2 of this Assignment and the collection of the Rents and sums due under the Lease Guaranties and the application thereof as herein provided shall not be considered a waiver of any default by Borrower under the Note, the Loan Agreement, the Leases, this Assignment or the other Loan Documents. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (a) the failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Loan Agreement, the Note or the other Loan Documents, (b) the release regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Loan Agreement, the Note, or the other Loan Documents. Lender may resort for the

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payment of the Debt to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take any action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

Section 3.6 Bankruptcy. (a) During the occurrence and continuance of an Event of Default, Lender shall have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Borrower a petition under the Bankruptcy Code, and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten-day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

ARTICLE IV

NO LIABILITY, FURTHER ASSURANCES

Section 4.1 No Liability of Lender. This Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Property after an Event of Default or from any other act or omission of Lender in managing the Property after an Event of Default unless such loss is caused by the gross negligence, willful misconduct or bad faith of Lender. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment and Borrower shall, and hereby agrees to, indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases, any Lease Guaranties or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties. Should Lender incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment and the other Loan Documents and Borrower shall reimburse Lender therefor immediately upon demand and upon the failure of Borrower so to do Lender may, at its option, declare all sums secured by this Assignment and the other Loan Documents immediately due and payable. For the avoidance of doubt, in no event shall Borrower have any indemnification obligation hereunder to the extent that the applicable indemnified liabilities arise from (A) the gross negligence, illegal acts or willful misconduct of Lender or (B) a state of facts first occurring or coming into existence after the date which is

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the earlier to occur of (1) repayment of the Obligations in full or (2) Lender or its designee taking title to the Property by foreclosure or deed in lieu of foreclosure. This Assignment shall not operate to place any obligation or liability 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 or any Lease Guaranties; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property including, without limitation, the presence of any Hazardous Substances (as defined in the Environmental Indemnity), or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

Section 4.2 No Mortgagee in Possession. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

Section 4.3 Further Assurances. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, reasonably require for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, promptly upon written demand from Lender, will execute and deliver and hereby authorizes Lender to execute in the name of Borrower, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien and security interest hereof in and upon the Leases.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1 Notices. All notices or other written communications hereunder shall be delivered in accordance with Section 8.6 of the Loan Agreement.

Section 5.2 Governing Law; Jurisdiction; Service of Process. WITH RESPECT TO MATTERS RELATING TO THE CREATION, PERFECTION AND PROCEDURES RELATING TO THE ENFORCEMENT OF THE LIENS CREATED PURSUANT TO THIS ASSIGNMENT, THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED (WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF), IT BEING UNDERSTOOD THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH AND TO THE FULLEST EXTENT PERMITTED BY THE LAW OF THE STATE IN WHICH THE PROPERTY IS LOCATED, AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE LOAN DOCUMENTS, THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS (OTHER THAN §§ 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW)) SHALL GOVERN ALL MATTERS RELATING TO THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS AND ALL OF THE INDEBTEDNESS OR OBLIGATIONS ARISING HEREUNDER OR THEREUNDER PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW. ALL PROVISIONS OF THE LOAN AGREEMENT INCORPORATED HEREIN BY REFERENCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF) PURSUANT

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TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW. EACH OF BORROWER AND LENDER (A) AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT MAY BE BROUGHT IN A COURT OF RECORD IN THE COUNTY WHERE THE PROPERTY IS LOCATED OR IN THE COURTS OF THE UNITED STATES OF AMERICA LOCATED IN SAID COUNTY, (B) CONSENTS TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING AND (C) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY OF SUCH COURTS AND ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. BORROWER IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY SERVICE OF COPIES OF SUCH PROCESS TO BORROWER AT ITS ADDRESS PROVIDED HEREIN. NOTHING CONTAINED IN THIS ASSIGNMENT SHALL PREVENT LENDER FROM BRINGING AN ACTION, ENFORCING ANY AWARD OR JUDGMENT, OR EXERCISING ANY RIGHT OR REMEDY AGAINST BORROWER OR AGAINST ANY SECURITY OR COLLATERAL FOR THE DEBT, WITHIN ANY OTHER COUNTY, STATE OR ANY OTHER FOREIGN OR DOMESTIC JURISDICTION TO THE EXTENT REQUIRED BY APPLICABLE LAW IN ORDER FOR THOSE RIGHTS AND REMEDIES TO BE ENFORCED AND REALIZED.

Section 5.3 Termination of Assignment. Upon payment in full of the Debt (in accordance with the applicable terms and conditions of the Loan Documents), this Assignment shall become and be void and of no effect.

Section 5.4 WAIVER OF TRIAL BY JURY. EACH OF BORROWER AND LENDER (BY ACCEPTANCE HEREOF) HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS ASSIGNMENT, THE NOTE, OR THE OTHER LOAN DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER, ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH OF THE BORROWER AND LENDER AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH OF BORROWER AND LENDER ARE HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.

Section 5.5 Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Assignment may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Assignment invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Assignment or any application thereof shall be invalid, illegal, or unenforceable, the remainder of this Assignment and any other application of the term shall not be affected thereby.

Section 5.6 Definitions. All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or any interest therein," the word "Lender" shall mean "Lender and any subsequent holder of the Note," the word "Note" shall mean "the Note and any other evidence of

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indebtedness secured by this Assignment,” the word “Property” shall include any portion of the Property and any interest therein, and the phrases “attorneys’ fees”, “legal fees” and “counsel fees” shall include any and all attorneys’, paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 5.7 No Oral Change. This Assignment, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 5.8 Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of Borrower and Lender and their respective successors and assigns. Lender shall have the right to assign or transfer its rights under this Assignment in connection with any assignment of the Loan and the Loan Document, pursuant to and in accordance with the terms and conditions of the Loan Agreement. Any assignee or transferee of Lender shall be entitled to all the benefits afforded to Lender under this Assignment. Borrower shall not have the right to assign or transfer its rights or obligations under this Assignment without the prior written consent of Lender, except as otherwise provided in the Loan Agreement, and any attempted assignment in violation of the Loan Agreement shall be null and void.

Section 5.9 Inapplicable Provisions. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

Section 5.10 Headings, etc. The headings and captions of various Sections of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 5.11 State Specific Provisions. In the event of any inconsistencies between the terms and conditions of this Section 5.11 and the other terms and provisions of this Assignment, the terms and conditions of this Section 5.11 shall control and be binding.

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IN WITNESS WHEREOF, Borrower has executed this instrument the day and year first above written.

BORROWER:


EXETER 11130 KING, LLC,
a Delaware limited liability company

By: Exeter Irish Holdings, LLC, a Delaware limited liability company, its sole member

By: Exeter Operating Partnership V, L.P., a Delaware limited partnership, its sole member

By: Exeter Operating Partnership V GP LLC, a Delaware limited liability company, its sole general partner

By: Exeter Industrial REIT V LLC, a Delaware limited liability company, its sole member

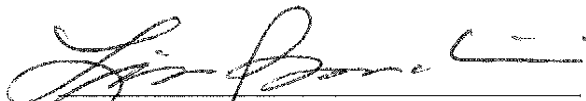
By: 
Name: J. Peter Lloyd
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA

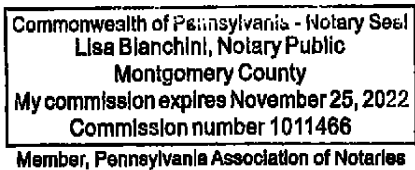
COUNTY OF MONTGOMERY

On this the 8 day of June, 2021, before me, the undersigned officer, personally appeared J. Peter Lloyd who acknowledged himself to be the Vice President of Exeter Industrial REIT IV LLC, a Delaware limited liability company, which is the sole member of Exeter Operating Partnership IV GP LLC, a Delaware limited liability company, which is the sole general partner of Exeter Operating Partnership IV, L.P., a Delaware limited partnership, which is the sole member of Exeter Irish Holdings, LLC, a Delaware limited liability company, which is the sole member of **EXETER 11130 KING, LLC**, a Delaware limited liability company and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My commission expires: November 25 2022



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EXHIBIT A

LEGAL DESCRIPTION

All that certain lot or parcel of land situate in the County of Cook, State of Illinois, and being more particularly described as follows:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4, WITH THE NORTHERLY LINE OF A TRACT OF LAND CONVEYED BY THE CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE, UNDER TRUST AGREEMENT NO. 34900 TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, AS DOCUMENT 16913782, IN BOOK 54903, PAGE 331, SAID POINT BEING 1107.18 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE EASTERLY IN THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT (SAID LINE FORMING AN ANGLE OF 79 DEGREES 23 MINUTES 10 SECONDS MEASURED IN THE NORTHEAST QUADRANT, WITH THE WEST LINE OF SAID SOUTHWEST 1/4) FOR A DISTANCE OF 163.26 FEET; THENCE NORTHERLY IN A LINE WHICH INTERSECTS THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 AT A POINT 85.26 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4, (SAID LINE BEING THE EASTERLY LINE OF THE NORTHERLY AND SOUTHERLY PORTION OF A STREET KNOWN AS WOLF ROAD) FOR A DISTANCE OF 50.46 FEET TO THE POINT OF INTERSECTION OF SAID LAST DESCRIBED LINE, WITH A LINE 50.00 FEET NORTHERLY OF (AT RIGHT ANGLE MEASUREMENT) AND PARALLEL WITH THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT; THENCE EASTERLY IN SAID PARALLEL LINE, 490.00 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE CONVEYED BY THIS DESCRIPTION TO WIT:

THENCE NORTH NORTHWESTERLY IN A LINE DRAWN AT RIGHT ANGLES TO SAID PARALLEL LINE, 370.00 FEET; THENCE EAST-NORTHEASTERLY PARALLEL WITH SAID TOLL HIGHWAY TRACT, 128.07 FEET; THENCE WESTERLY ON THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 368.26 FEET FOR A DISTANCE OF 120.38 FEET TO ITS POINT OF INTERSECTION WITH A LINE 439.50 FEET NORTHWESTERLY OF (AT RIGHT ANGLE MEASUREMENT) AND PARALLEL WITH THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT; THENCE WEST-SOUTHWESTERLY IN SAID LAST DESCRIBED PARALLEL LINE, 446.81 FEET TO ITS POINT OF INTERSECTION WITH THE EASTERLY LINE OF WOLF ROAD; THENCE SOUTHERLY IN THE EASTERLY LINE OF SAID WOLF ROAD, 393.09 FEET TO ITS POINT OF INTERSECTION WITH SAID LINE 50.00 FEET NORTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID TOLL HIGHWAY TRACT; THENCE EASTERLY IN SAID LAST DESCRIBED PARALLEL LINE, 490.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 12-20-300-030-0000

ADDRESS: 11130 KING STREET, FRANKLIN PARK, ILLINOIS 60131

TOGETHER WITH THE EASEMENT RIGHTS BENEFITTING THE ABOVE DESCRIBED PROPERTY AS CONTAINED IN THE DECLARATION OF EASEMENT RECORDED IN THE

Assignment of Leases and Rents
11130 King – Illinois
Exeter

UNOFFICIAL COPY

RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DECEMBER 16, 2011, AS DOCUMENT NO. 1135039086, COOK COUNTY, ILLINOIS RECORDS.

Property of Cook County Clerk's Office

Assignment of Leases and Rents
11130 King – Illinois
Exeter