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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/13/2022 09:44 AM PG: 1 OF 10

## ASSIGNMENT OF LEASES

BY

CHICAGO NJM LL, LLC

a Delaware limited liability company, as Assignor

TO

MCMIF TRS I, LLC,

a Delaware limited liability company, as Assignee

as of December 23, 2021

Premises: 500-504 Glenn  
Wheeling, Illinois  
PINS: 03-11-305-033-1001  
03-11-305-033-1002  
03-11-305-033-1003

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## ASSIGNMENT OF LEASES

### DEFINED TERMS

<b>Execution Date:</b> December 23, 2021	
<b>Loan:</b> A first mortgage loan in an amount of up to \$293,382,143.00 from Assignee to Assignor and the Other Borrowers (as defined below)	
<b>Assignor &amp; Address:</b>	<b>CHICAGO NLM LL, LLC</b> a Delaware limited liability company c/o Investcorp International Realty Inc. 280 Park Avenue, 36th Fl. New York, New York 10017 Attention: Herbert Myers
<b>With a copy to:</b>	Paul Hastings LLP 200 Park Avenue New York, New York 10166 Attention: Bruce DePaola
<b>Assignee &amp; Address:</b>	<b>MCMIF TRS I, LLC,</b> a Delaware limited liability company c/o MIM Real Estate 3500 Lenox Road NE Suite 200 Atlanta, Georgia 30326 Attention: Officer in Charge Re: National Last Mile Industrial Portfolio
<b>With a copy to:</b>	MCMIF TRS I, LLC c/o MIM Real Estate 3500 Lenox Road NE Suite 200 Atlanta, Georgia 30326 Attention: Regional Associate General Counsel Re: National Last Mile Industrial Portfolio
<b>And to:</b>	MCMIF TRS I, LLC c/o MetLife Investment Management, LLC One MetLife Way Whippany, New Jersey 07981-1449 Attention: Associate General Counsel – Real Estate Unit Re: National Last Mile Industrial Portfolio
<b>Note:</b> A Promissory Note dated as of the Execution Date executed by Assignor and the Other Borrowers in favor of Assignee in the amount of the Loan, as the same may be amended, consolidated, split, spread, severed, restated, replaced, supplemented, renewed, extended or otherwise modified from time to time.	

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**Security Instrument:** that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the Execution Date, executed by Assignor to Assignee securing repayment of the Note, as the same may be amended, consolidated, split, spread, severed, restated, replaced, supplemented, renewed, extended or otherwise modified from time to time. The Security Instrument will be recorded in the records of the County in which the Property is located.

**Loan Agreement:** A Loan Agreement dated as of the Execution Date by and among Assignor, certain affiliates of Assignor as additional co-borrowers described therein ("**Other Borrowers**") and Assignee, as the same may be amended, consolidated, split, spread, severed, restated, replaced, supplemented, renewed, extended or otherwise modified from time to time.

**THIS ASSIGNMENT OF LEASES** (as the same may be amended, consolidated, split, spread, severed, restated, replaced, supplemented, renewed, extended or otherwise modified from time to time, this "**Agreement**") is entered into by Assignor as of the Execution Date in favor of Assignee and affects the Property as hereinafter described. Certain terms used in this Agreement are defined in the Defined Terms above. Capitalized terms used and not otherwise defined herein shall have the definitions set forth in the Loan Agreement.

## RECITALS

A. Pursuant to the Loan Agreement, Assignee has loaned or will loan to Assignor the Loan, which is evidenced by the Note and includes all extensions, renewals, modifications and amendments. The payment of the Note is secured by the Security Instrument which encumbers Assignor's interest in the real property described in Exhibit A attached to this Agreement (the "**Land**") and Assignor's interest in the improvements and personal property and equipment situated on the Land (the "**Improvements**") (collectively, the "**Property**"); and

B. In accordance with the terms set forth herein, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to (i) all leases which now exist that affect the Property and are described in the Certificate Relative to Rent Roll delivered by Assignor to Assignee on even date herewith (the "**Certificate**"); (ii) that certain Master Lease of even date herewith (the "**Master Lease**") between Borrower, as master landlord, and CHICAGO NLM TT, LLC, a Delaware limited liability company, as master tenant ("**Master Tenant**"); (iii) all leases entered into after the date of this Agreement, whether entered into by Assignor or Master Tenant; (iv) all lease extensions, modifications, amendments, expansions and renewals of any of the leases described in (i), (ii), and (iii); and (v) all guarantees of lessees' obligations and extensions, modifications, amendments and renewals of any guarantees of any of the leases, if any. The documents described in this Recital B are collectively referred to as the "**Leases**."

In consideration of the Recitals and for good and valuable consideration, Assignor agrees with Assignee and its successors and assigns as follows:

Section 1. **Payment of Note.** Assignor desires to secure (a) the timely payment of the principal of and interest on the Note and all other indebtedness secured by the Security Instrument; and (b) the full compliance with the terms, conditions, covenants and agreements contained in the Note, the Loan Agreement, the Security Instrument and the other Loan Documents.

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Section 2. **Present and Absolute Assignment of Leases, Rents and Profits.** Assignor absolutely, presently and unconditionally grants, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Leases. This grant includes without limitation all of the following (the "Income"): (a) all rent and other consideration payable under the Leases; (b) to the extent permitted by applicable law, all tenant security deposits held by Assignor pursuant to the Leases; (c) all additional rent payable under the Leases; (d) all proceeds of insurance payable to Assignor under the Leases and all awards and payments on account of any taking or condemnation; (e) all claims, damages and other amounts payable to Assignor in the event of a default under or termination of any of the Leases, including without limitation all of Assignor's claims to the payment of damages arising from any rejection by a tenant of any Lease under the Bankruptcy Code as amended from time to time; and (f) all other items included in the definition of Rents and Profits under the Loan Agreement. It is agreed that notwithstanding that Assignor intends to create, pursuant to this Agreement, an absolute, present and unconditional assignment from Assignor to Assignee and not merely the passing of a security interest, Assignor is hereby granted by Assignee, a license to receive and use all Income in accordance with the terms of Section 7.

Section 3. **No Cancellation or Modification of Leases.** Assignor covenants and agrees that, without the prior written consent of Assignee, it will not, nor will it allow Master Tenant to (a) cancel, terminate or accept surrender of any Lease, (b) modify or amend any Lease in any material way or reduce any rent under any Lease, or (c) consent to a full or partial assignment of the tenant's interest or to a subletting of all or any portion of the premises under any Lease, except, in each case, to the extent permitted pursuant to Section 5.1.9(b) of the Loan Agreement.

If any of the acts described in this Section 3 are done without the prior written consent of Assignee (or deemed consent pursuant to Section 5.1.9(l) of the Loan Agreement), at the option of Assignee, they shall be of no force or effect and shall constitute an Event of Default (as such term is defined in the Loan Agreement) after the application of any notice and cure periods set forth in the Loan Agreement.

Section 4. **Specific Covenants of Assignor.** Assignor covenants and agrees:

(a) To perform fully all material obligations, duties, and agreements of landlord under the Leases.

(b) At Assignor's sole cost and expense, to appear in and defend any action or proceeding arising under the Leases or which is connected with the obligations, duties or liabilities of landlord, tenant or any lease guarantor and to pay all actual out-of-pocket costs and expenses of Assignee, including reasonable attorneys' fees actually incurred, in any action or proceeding in which Assignee may appear.

(c) If Assignor fails to make any payment or to do any acts required by this Agreement, then Assignee may, in its sole discretion upon not less than five (5) Business Days' prior written notice to Assignor, perform Assignor's obligations under the Leases as Assignee may deem necessary, at Assignor's cost and expense. These acts may include, without limitation, appearing in and defending any proceeding connected with the Leases, including without limitation any

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proceedings of any tenants under the Bankruptcy Code. No action by Assignee shall release Assignor from its obligations under this Agreement. Assignor irrevocably appoints Assignee its true and lawful attorney to exercise its rights under this Agreement, which appointment is coupled with an interest.

(d) To pay promptly upon written demand all sums expended by Assignee under this Agreement, together with interest at the Default Rate (as defined in the Loan Agreement), if applicable, from the date of such demand until paid. These expenditures shall be secured by the Security Instrument.

(e) If a petition under the Bankruptcy Code shall be filed by or against Assignor and Assignor, as landlord, shall determine to reject any Lease pursuant to Section 365(a) of the Bankruptcy Code, then Assignee shall have the right, but not the obligation, to demand that Assignor assume and assign the Lease to Assignee and that Assignor shall provide adequate assurance of future performance under the Lease, in which case Assignor shall comply with such demands.

(f) Assignee's rights under this Agreement may be exercised either independently of or concurrently with any other right in this Agreement, the Loan Agreement, the Security Instrument or in any other document securing the Note. No action taken by Assignee under this Agreement shall cure or waive any default nor affect any notice under the Loan Agreement or the Security Instrument.

(g) If Assignor receives any amounts payable to Assignor in connection with a default under or termination of any of the Leases, including without limitation any payment of damages arising from any rejection by a tenant of any Lease under the Bankruptcy Code as amended from time to time (collectively, "**Termination Fees**"), Assignor shall apply such Termination Fees to, or reserve such Termination Fees for, leasing commissions, tenant improvements, allowances and other costs associated with retenanting any vacant premises in the Property. Notwithstanding the foregoing, if an Event of Default has occurred and is continuing, Assignee may, at its option, require that the Termination Fees be paid to Assignee for application to the Secured Indebtedness in such order as Assignee may determine, or may require that the Termination Fees be deposited into a reserve account designated and controlled by Assignee.

Section 5. **Confirmation of Assignment.** Assignor covenants and agrees, upon demand, to confirm in writing the assignment to Assignee of all present and future Leases upon the terms set forth in this Agreement and to keep the Property leased in accordance with the Leasing Guidelines (as defined in the Loan Agreement). Notwithstanding the preceding sentence, the terms and provisions of this Agreement shall apply automatically to any Leases entered into after the Execution Date. In the event of a conflict between the Leasing Guidelines and the terms of this Agreement, the Leasing Guidelines shall control.

Section 6. **Representations and Warranties.** Assignor makes the following representations and warranties to Assignee in connection with the Leases: (a) Assignor has not executed any prior assignment of its right, title and interest in the Leases or the Income, (b) Assignor has not done any act which might prevent Assignee from exercising its rights under this Agreement; (c) except only for rent shown on the Rent Roll (as defined in the Loan

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Agreement), the security deposits set forth on Exhibit C attached to the Loan Agreement, as may be set forth in applicable tenant estoppel certificates received by Lender prior to the date hereof, and rent and additional rent for the current month, neither Assignor nor Master Tenant has accepted under any of the Leases any payment of advance rent or additional rent in an amount that is more than one month's rent and additional rent; (d) except as may be reflected on the Rent Roll, there are no defaults by Assignor or Master Tenant, as applicable, under the Leases and to the best knowledge of Assignor and Master Tenant, after due inquiry, except as disclosed in the Rent Roll or in tenant estoppel certificates received by Lender, there are no defaults by any Tenants under the Leases; (e) to the best of Assignor's and Master Tenant's knowledge, after due inquiry, as of December 7, 2021, the Rent Roll is true, correct and complete in all material respects and to the best of Assignor's and Master Tenant's knowledge there are no Leases or occupancy agreements affecting the Property except those Leases identified on the Rent Roll; and (f) to Assignor's, and Master Tenant's knowledge, after due inquiry, the Leases, including the any Lease guaranties, are in full force and effect all Leases are in full force and effect without any oral or written modification except as set forth in the Rent Roll.

Section 7. **License to Collect Monies Until Event of Default.** So long as no Event of Default (as defined in the Loan Agreement) exists, Assignor shall have a license to receive and use all Income. This license shall be terminable at the sole option of Assignee, without regard to the adequacy of its security under this Agreement or under the Security Instrument and without notice to Assignor, if there is an Event of Default. Notwithstanding the foregoing, this license does not include the right to receive or use Insurance Proceeds or any Condemnation Proceeds, each as defined in and governed by the Loan Agreement, except to the extent permitted under the Loan Agreement, nor the right to retain or use any other funds that, pursuant to the Loan Agreement, Assignor is required to pay over to Assignee.

Section 8. **Entry by Assignee and Receiver; Other Remedies.** After the occurrence of an Event of Default, Assignee is authorized either in person or by agent, with or without bringing any action or proceeding or, to the extent permitted under applicable law, having a receiver appointed by a court, (a) to enter upon, take possession of, manage and operate the Property and collect the Income, and (b) to make, enforce, modify, and accept the surrender of the Leases. Assignee is authorized to take these actions either with or without taking possession of the Property. In connection with this entry, Assignor authorizes Assignee to perform all acts necessary for the operation and maintenance of the Property. After the occurrence of an Event of Default, Assignee may sue for or otherwise collect all Income, including those past due and unpaid, and apply the Income, less costs and expenses of operation and collection, including reasonable attorneys' fees actually incurred, to the indebtedness secured by the Security Instrument in such order as Assignee may determine. Assignee's exercise of its rights under this Section shall not be deemed to cure or waive any Event of Default. Assignor agrees that Assignee shall have the absolute and unconditional right to the appointment of a receiver in any independent and/or separate action brought by Assignee regardless of whether Assignee seeks any relief in such action other than the appointment of a receiver (and the provisions for the appointment of a receiver and assignment of rents described herein being an express condition upon which the Loan secured hereby is made). In that respect, Assignor waives any express or implied requirement under common law or any applicable law that a receiver may be appointed only ancillary to other judicial or non-judicial relief.

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Section 9. **Indemnification.** Assignor shall indemnify Assignee against and hold it harmless from any and all liability, claims, loss or damage which it may incur under the Leases or under this Agreement, during any period in which Assignor is in possession or control of the Property and/or responsible for the performance of the obligations of landlord under the Leases; provided, however, no indemnity shall extend to any such liability, claim, loss or damage caused by the gross negligence, illegal acts, fraud or willful misconduct of Assignee or its agents.

Section 10. **Mortgagee in Possession.** To the fullest extent permitted by applicable law, neither the assignment of Leases and Income to Assignee nor the exercise by Assignee of any of its rights or remedies under this Agreement, including without limitation, the entering into possession or the appointment of a receiver shall be deemed to make Assignee a "mortgagee-in-possession" or otherwise liable with respect to the Property. Although Assignee has the right to do so, it shall not be obligated to perform any obligation under the Leases by reason of this Agreement. To the fullest extent permitted by law, neither this Agreement nor any action or inaction on the part of Assignee shall constitute an assumption on the part of Assignee of any obligation or liability under any of the Leases, unless and until Assignee succeeds to ownership of the Property.

Section 11. **Reconveyance and Termination.** Upon the payment in full of the Loan, this Agreement shall terminate and be of no further effect.

Section 12. **Tenants Entitled to Rely on Assignee's Requests.** After the occurrence of an Event of Default, Assignor irrevocably authorizes and directs the tenants and their successors, upon receipt of any written request of Assignee stating that an Event of Default exists, to pay to Assignee the Income due and to become due under the Leases. Assignor agrees that the tenants shall have the right to rely upon any such statement without any obligation to inquire as to whether an Event of Default actually exists and regardless of any claim of Assignor to the contrary. Assignor agrees that it shall have no claim against the tenants for any Income paid by the tenants to Assignee. Upon the curing of all Events of Default, and acceptance of such cure by Assignee, Assignee shall give written notice to the tenants to recommence paying the rents to Assignor.

Section 13. **Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of and be enforceable by Assignee, its successors and assigns and, to the extent applicable, any trustee appointed for the benefit of the holder of the Note. If more than one person, corporation, partnership or other entity shall execute this Agreement, then the obligations of the parties executing the Agreement shall be joint and several.

Section 14. **Notices.** All notices pursuant to this Agreement shall be given in accordance with the Notice provision of the Loan Agreement, which is incorporated into this Agreement by this reference.

Section 15. **Governing Law.** The governing law and related provisions contained in Section 12.3 of the Loan Agreement are hereby incorporated by reference as if fully set forth herein.

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Section 16. **Miscellaneous.** This Agreement may be modified, amended, waived, or terminated only by an instrument in writing signed by the party against which enforcement of such modification, amendment, waiver, or termination is sought. No failure or delay in exercising any of these rights shall constitute a waiver of any Event of Default. Assignor, at its expense, will execute all documents and take all action that Assignee from time to time may reasonably request to preserve and protect the rights provided under this Agreement. The headings in this Agreement are for convenience of reference only and shall not expand, limit or otherwise affect the meanings of the provisions. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one document.

Section 17. **Liability of Assignor.** The obligations of Assignor under this Agreement are subject to the limitations on recourse set forth in Section 12.20 of the Loan Agreement.

Section 18. **Cross-Collateralization.** Assignor acknowledges that the Secured Indebtedness is secured by this Agreement together with those additional mortgages, deeds of trust and/or deeds to secure debt given by Assignor and Other Borrowers to Lender (the “**Other Security Instruments**”), together with other Loan Documents securing or evidencing the Secured Indebtedness, and encumbering the other Individual Properties, all as more specifically set forth in the Loan Agreement. Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right to institute a proceeding or proceedings for the total or partial foreclosure of this Agreement and any or all of the Other Security Instruments whether by court action, power of sale or otherwise, under any applicable provision of law, for all of the Secured Indebtedness or the portion of the Secured Indebtedness allocated to the Property in the Loan Agreement, and the lien and the security interest created by the Other Security Instruments shall continue in full force and effect without loss of priority as a lien and security interest securing the payment of that portion of the Secured Indebtedness then due and payable but still outstanding. Assignor acknowledges and agrees that the Property and the other Individual Properties are located in one or more States and counties, and therefore Lender shall be permitted to enforce payment of the Secured Indebtedness and the performance of any term, covenant or condition of the Note, this Agreement, the Loan Documents or the Other Security Instruments and exercise any and all rights and remedies under the Note, this Agreement, the other Loan Documents or the Other Security Instruments, or as provided by law or at equity, by one or more proceedings, whether contemporaneous, consecutive or both, to be determined by Lender, in its sole discretion, in any one or more of the States or counties in which the Property or any other Individual Property is located. Neither the acceptance of this Agreement, the other Loan Documents or the Other Security Instruments nor the enforcement thereof in any one State or county, whether by court action, foreclosure, power of sale or otherwise, shall prejudice or in any way limit or preclude enforcement by court action, foreclosure, power of sale or otherwise, of the Note, this Agreement, the other Loan Documents, or any Other Security Instruments through one or more additional proceedings in that State or county or in any other State or county. Any and all sums received by Lender under the Note, this Agreement, and the other Loan Documents shall be applied to the Secured Indebtedness in such order and priority as Lender shall determine, in its sole discretion, without regard to the Allocated Loan Amount for the Property or any other Individual Property or the appraised value of the Property or any Individual Property.

*Signature Appears on Following Page*





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## EXHIBIT A

### DESCRIPTION OF LAND

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Wheeling, County of Cook, State of Illinois.

Units 1, 2 and 3 in Glenn Avenue Industrial Condominium as delineated on a survey of the following described land:

Lots 1 and 2 (except the west 32 feet of said Lot 2) in Block 3 in Amerline Subdivision of part of the East 1/2 of the Southwest 1/4 of Section 11, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois; which survey is attached as an exhibit to the Declaration of Condominium, recorded April 25, 1996 as Document Number 96310956 together with its undivided percentage interest in the common elements.

NOTE FOR INFORMATION: Being Parcel No. 03-11-305-033-1001, 03-11-305-033-1002 and 03-11-305-033-1003, of the City of Wheeling, County of Cook.