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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 08/30/2022 02:35 PM PG: 1 OF 7

PREPARED BY AND
UPON RECORDATION RETURN TO:

Katten Muchin Rosenman LLP
550 S. Tryon Street, Suite 2900
Charlotte, North Carolina 28202
Attention: John W. Dombay, Esq.

ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

by

BSPT CMBS FINANCE, LLC,
a Delaware limited liability company
(Assignor)

to

BSPT FINANCE SUB-LENDER II, LLC,
a Delaware limited liability company
(Assignee)

Dated: As of January 6, 2022

Location: 2600 West 35th Street
Chicago, Illinois

County: Cook

7

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ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), made and entered into as of January 6, 2022, is made by **BSPRT CMBS FINANCE, LLC**, a Delaware limited liability company, having an address at 1345 Avenue of the Americas, Ste. 32A, New York, NY 10105 ("Assignor"), in favor of **BSPRT FINANCE SUB-LENDER II, LLC**, a Delaware limited liability company, having an address at 1345 Avenue of the Americas, Ste. 32A, New York, NY 10105 ("Assignee").

WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note dated as of January 6, 2022, executed by NEA CMP CHICAGO BUSINESS CENTER, LLC, a Delaware limited liability company (together with its permitted successors and assigns, collectively, "Borrower"), and made payable to the order of Assignor in the stated principal amount of THIRTY-FIVE MILLION TWO HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$35,280,000.00) (the "Note") in connection with, inter alia, certain real property and improvements located thereon, and more particularly described on Exhibit A annexed hereto and made a part hereof (the "Premises"); and

WHEREAS, the Note is secured, inter alia, by the Assignment of Leases (as hereinafter defined); and

WHEREAS, the parties hereto desire that Assignor assign to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Assignment of Leases.

NOW, THEREFORE, in consideration of the premises above set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee, its successors and assigns, all of the right, title and interest of Assignor in and to the following described instruments, and does hereby grant and delegate to Assignee, its successors and assigns, any and all of the duties and obligations of Assignor thereunder from and after the date hereof:

That certain Assignment of Leases and Rents, dated as of January 6, 2022, made by Borrower, as assignor for the benefit of Assignor, as assignee, and recorded on January 14, 2022, in the Land Records of Cook County, Illinois as Document No. 2201422044 (the "Assignment of Leases"), encumbering the Premises, together with the notes and bonds secured thereby.

2. Assumption. From and after the date hereof, Assignee hereby accepts this Assignment and assumes and agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations of the Assignment of Leases required to be observed or performed by Assignor thereunder.

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3. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied, upon Assignor, except as expressly set forth herein. Assignor hereby warrants and represents to Assignee that:

(a) Prior to the execution hereof, Assignor has not sold, transferred, assigned, conveyed, pledged or endorsed any right, title or interest in the Assignment of Leases to any person or entity other than Assignee; and

(b) Assignor has full right and power to sell and assign the same to Assignee subject to no interest or participation of, or agreement with, any party other than Assignee.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Headings. The headings of the paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.

7. Interpretation. Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.

8. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

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IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer on the day and year first above written.

ASSIGNOR:

BSPRT CMBS FINANCE, LLC, a Delaware limited liability company

By: _____
Name: Jacob Breinholt
Title: Authorized Signatory

Property of Cook County Clerk's Office

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this the 16 day of August, 2022, before me, Danielle Lynn Klein, the undersigned notary, personally appeared Jacob Breinholt, personally known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Danielle Klein
Notary Public

Print Name: Danielle Klein

My commission expires: 6/21/26

DANIELLE LYNN KLEIN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01KL6434990
Qualified in Kings County
Commission Expires June 21, 2026

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EXHIBIT A

Legal Description

TRACT 1:

THAT PART OF LOT 1 IN CAMPBELL SOUP COMPANY'S (CENTRAL DIVISION) SUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1930 AS DOCUMENT 10667452, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST 35TH STREET IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, 33.00 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 36, WITH THE WEST LINE OF SOUTH CAMPBELL AVENUE IN SAID CITY, AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED), PRODUCED NORTH. THENCE WEST ON AN ASSIGNED AZIMUTH OF 270 DEGREES, 00 MINUTES, 00 SECONDS, ALONG THE NORTH LINE OF SAID 35TH STREET, 526.77 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING ON AN AZIMUTH OF 270 DEGREES, 00 MINUTES, 00 SECONDS ALONG THE NORTH LINE OF 35TH STREET, A DISTANCE OF 372.53 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES, 01 MINUTE, 00 SECONDS, A DISTANCE OF 140.24 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES, 01 MINUTE, 00 SECONDS, A DISTANCE OF 13.84 FEET; THENCE ON AN AZIMUTH OF 01 DEGREES, 01 MINUTE, 00 SECONDS, A DISTANCE OF 261.47 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES, 01 MINUTE, 00 SECONDS, A DISTANCE OF 4.40 FEET; THENCE ON AN AZIMUTH OF 00 DEGREE, 01 MINUTE, 00 SECONDS, A DISTANCE OF 38.00 FEET TO THE CENTERLINE OF A 24 INCH CONCRETE FOUNDATION WALL; THENCE ON AN AZIMUTH OF 90 DEGREES, 01 MINUTE, 00 SECONDS, ALONG SAID CENTERLINE AND FOUNDATION WALL, AND SAID CENTERLINE EXTENDED EAST, A DISTANCE OF 354.30 FEET TO A POINT, WHICH BEARS AN AZIMUTH OF 00 DEGREES, 01 MINUTE, 00 SECOND FROM THE POINT OF BEGINNING; THENCE ON AN AZIMUTH OF 180 DEGREES, 01 MINUTE, 00 SECONDS, A DISTANCE OF 439.60 FEET TO THE POINT OF BEGINNING.

TRACT 2:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF LOT 1 IN CAMPBELL SOUP COMPANY'S (CENTRAL DIVISION) SUBDIVISION THEREIN ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1990 AS DOCUMENT 10667452, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION ON THE NORTH LINE OF WEST 35TH STREET IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, 33.00 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 36, WITH THE WEST LINE OF SOUTH CAMPBELL AVENUE IN SAID CITY, AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED), PRODUCED NORTH; THENCE WEST ON AN ASSIGNED AZIMUTH OF 270 DEGREES, 00 MINUTES, 00 SECONDS, ALONG THE NORTH LINE OF SAID 35TH STREET, A DISTANCE OF 526.77 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES, 01 MINUTE, 00 SECONDS, A DISTANCE OF 439.60 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE CENTERLINE OF A 24 INCH

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CONCRETE FOUNDATION WALL FOR A POINT OF BEGINNING; THENCE CONTINUING ON AN AZIMUTH OF 00 DEGREES, 01 MINUTE, 00 SECONDS, A DISTANCE OF 386.74 FEET; THENCE ON AN AZIMUTH OF 23 DEGREES, 21 MINUTES, 52 SECONDS, A DISTANCE OF 83.73 FEET; THENCE ON AN AZIMUTH OF 67 DEGREES, 28 MINUTES, 17 SECONDS, A DISTANCE OF 83.74 FEET; THENCE ON AN AZIMUTH OF 339 DEGREES, 14 MINUTES, 27 SECONDS, A DISTANCE OF 46.06 FEET; THENCE ON AN AZIMUTH OF 68 DEGREES, 15 MINUTES, 58 SECONDS, A DISTANCE OF 43.44 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, RADIUS 295.11 FEET, CENTRAL ANGLE 18 DEGREES, 28 MINUTES, 35 SECONDS, A DISTANCE OF 95.17 FEET; THENCE ON AN AZIMUTH OF 49 DEGREES, 47 MINUTES, 23 SECONDS, 33.91 FEET; THENCE ON AN AZIMUTH OF 36 DEGREES, 15 MINUTES, 07 SECONDS, A DISTANCE OF 275.76 FEET TO THE SOUTHERLY LINE OF THE CANAL RESERVE OF THE ILLINOIS AND MICHIGAN CANAL; THENCE ON AN AZIMUTH OF 248 DEGREES, 27 MINUTES, 00 SECONDS ALONG SAID SOUTHERLY LINE, A DISTANCE OF 976.31 FEET TO THE NORTHEAST CORNER OF LOT 4 IN CAMPBELL SOUP COMPANY'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 36, ACCORDING TO THE PLAT THEREOF, RECORDED JULY 24, 1957 AS DOCUMENT 16966716; THENCE SOUTH THROUGH THE FOLLOWING TEN (10) COURSES ALONG THE EAST LINES OF SAID CAMPBELL SOUP COMPANY'S SUBDIVISION: THENCE ON AN AZIMUTH OF 214 DEGREES, 13 MINUTES, 38 SECONDS, A DISTANCE OF 165.36 FEET; THENCE ON AN AZIMUTH OF 179 DEGREES, 59 MINUTES, 18 SECONDS, A DISTANCE OF 311.98 FEET; THENCE ON AN AZIMUTH OF 89 DEGREES, 56 MINUTES, 10 SECONDS, A DISTANCE OF 18.00 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES, 01 MINUTES, 00 SECONDS, A DISTANCE OF 94.00 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES, 00 MINUTES, 00 SECONDS, A DISTANCE OF 23.00 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES, 00 MINUTES, 00 SECONDS, A DISTANCE OF 106.00 FEET; THENCE ON AN AZIMUTH OF 236 DEGREES, 06 MINUTES, 50 SECONDS, A DISTANCE OF 49.39 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES, 00 MINUTES 00 SECONDS, A DISTANCE OF 127.65 FEET; THENCE ON AN AZIMUTH OF 270 DEGREES, 00 MINUTES, 00 SECONDS, A DISTANCE OF 3.95 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES, 00 MINUTES, 00 SECONDS, A DISTANCE OF 125.00 FEET TO THE NORTH LINE OF WEST 35TH STREET AFORESAID; THENCE EAST, ALONG SAID NORTH LINE, A DISTANCE OF 227.45 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES, 01 MINUTE, 00 SECONDS, A DISTANCE OF 140.24 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES, 01 MINUTE, 00 SECONDS, A DISTANCE OF 13.84 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES, 01 MINUTE, 00 SECONDS, A DISTANCE OF 261.47 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES, 01 MINUTE, 00 SECONDS, A DISTANCE OF 4.40 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES, 01 MINUTE, 00 SECONDS, A DISTANCE OF 38.00 FEET TO THE CENTERLINE OF A 24 INCH CONCRETE FOUNDATION WALL; THENCE ON AN AZIMUTH OF 90 DEGREES, 01 MINUTE, 00 SECONDS ALONG SAID CENTERLINE AND FOUNDATION WALL, AND SAID CENTERLINE EXTENDED EAST, A DISTANCE OF 354.30 FEET TO THE POINT OF BEGINNING.

TRACT 3:

LOTS 2 AND 4 IN CAMPBELL SOUP COMPANY'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 24, 1957 AS DOCUMENT 16966716, IN COOK COUNTY, ILLINOIS.

TRACT 4:

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TOGETHER WITH THE TERMS AND PROVISIONS OF THAT EASEMENT AGREEMENT SET FORTH AS DOCUMENT NO. 93280727, IN COOK COUNTY, ILLINOIS.

TRACT 5:

NON-EXCLUSIVE, PERPETUAL EASEMENT OVER AND ACROSS A STRIP OF LAND REFERRED TO AS EASEMENT #5 AS SET FORTH AND DEPICTED IN THAT DECLARATION OF EASEMENTS FOR INGRESS, EGRESS AND ACCESS RECORDED AS DOCUMENT NO. 93280729, IN COOK COUNTY, ILLINOIS.

TRACT 6:

TOGETHER WITH THE RIGHTS-OF-WAY FOR RAILROAD, SWITCH TRACKS, SPUR TRACKS, RAILWAY FACILITIES AND OTHER RELATED EASEMENTS, IF ANY, ON AND ACROSS THE LAND, AS RECITED IN EASEMENT FOR USE OF RAILROAD TRACKS SET FORTH AS DOCUMENT NO. 93280728, IN COOK COUNTY, ILLINOIS.

PIN(s): 16-36-200-031-0000;
16-36-200-033-0000;
16-36-200-048-0000;
16-36-201-032-0000;
16-36-201-034-0000; and
16-36-201-035-0000