



Doc# 2326815033 Fee \$88.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 09/25/2023 02:54 PM PG: 1 OF 12

**Instrument prepared by
and after recording return to:**

Riemer & Braunstein LLP
100 Cambridge Street, 22nd Floor
Boston, Massachusetts 02114
Attention: Kevin J. Lyons, Esquire

Property Address:
3333 Beverly Road and 551 and 685 Higgins Road
Hoffman Estates, Illinois

PIN(s): 01-31-201-003-0000
01-31-202-002-0000
01-32-100-005-0000

(Space above reserved for Recorder's Use)

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of September 22, 2023, by COMPASS DATACENTERS CRD I, LLC, a Delaware limited liability company ("Assignor"), having an address at c/o Compass Datacenters, LLC, 14555 North Dallas Parkway, Suite 125, Dallas, Texas 75254, to CITIZENS BANK, N.A., having a place of business at 28 State Street, 14th Floor, Boston, Massachusetts 02109, as administrative agent (hereinafter called "Agent" and the term Agent shall include, wherever the context permits, its successors and assigns) on behalf of the Secured Parties (as defined in the Credit Agreement, as hereinafter defined) pursuant to a certain Credit Agreement dated as of December 15, 2021, as amended by that certain First Amendment to Credit Agreement dated as of January 14, 2022, as amended by that certain Second Amendment to Credit Agreement dated as of February 9, 2022, as amended by that certain Borrower Joinder Agreement dated as of March 7, 2022, as amended by that certain Third Amendment to Credit Agreement dated as of April 11, 2022, as amended by that certain Fourth Amendment to Credit Agreement dated as of July 28, 2022, as amended by that certain Fifth Amendment to Credit Agreement dated as of November 28, 2022, as amended by that certain Sixth Amendment to Credit Agreement dated as of August 17, 2023, as amended by that certain Borrower Joinder Agreement dated as of August 21, 2023, and as further amended by that certain Borrower Joinder Agreement dated as of the date hereof (as the same may be Modified from time to time, the "Credit Agreement") among Borrowers, the Lenders thereto and Agent.). The term Secured Parties shall include wherever the context permits, the holders from time to time of the Notes and other Secured Obligations (as defined in the Credit Agreement) secured hereby and by that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of the date hereof, in favor of Agent and the Lenders and encumbering, among other things, the Property (hereinafter defined) (as may be Modified from

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time to time, the "Mortgage"). *Capitalized terms used herein which are not otherwise specifically defined shall have the same meaning herein as set forth in the Credit Agreement.*

WITNESSETH THAT:

1. Grant of Assignment. Assignor, for good and valuable consideration, receipt of which is hereby acknowledged, hereby irrevocably grants, transfers, and assigns to Agent all of Assignor's right, title and interest in, to and under: (a) all leases, subleases, rental agreements, or other occupancy agreements, entered into by Assignor (the "Leases") now or hereafter in existence, with respect to all or any portion of the Property (as defined below); (b) all rents, revenue, income, receipts, reserves, issues, deposits and profits of any kind arising from such interests in the Leases and any renewals or extensions thereof for the use and occupation of all or any portion of the Property (the "Payments"); (c) all guaranties of and security for the Leases (the "Lease Securities"); and (d) all proceeds of the foregoing (the "Lease Proceeds"). This is a present and absolute assignment, not an assignment for security purposes only, and Assignor's right to the Leases, Payments, Lease Securities and Lease Proceeds are not contingent upon, and may be exercised without possession of, the Property. In the event a court of competent jurisdiction construes this Assignment to be collateral that secures the Secured Obligations of Assignor rather than an absolute assignment, this Assignment shall constitute an assignment of rents which grants a security interest in the collateral as set forth under any applicable Laws of the State of Illinois.

Agent confers upon Assignor a revocable license ("License") to collect and retain the Payments as they become due and payable, until the occurrence of an Event of Default. Upon an Event of Default, the License shall be automatically revoked and Agent may collect and apply the Payments pursuant to Section 5 below without notice and without taking possession of the Property. All payments thereafter collected by Assignor shall be held by Assignor as trustee under a constructive trust for the benefit of Agent, on behalf of Secured Parties. Assignor hereby irrevocably authorizes and directs the lessees under the Leases to rely upon and comply with any notice or demand by Agent for the payment to Agent of any rental or other sums which may at any time become due under the Leases, or for the performance of any of the lessees' undertakings under the Leases, and the lessees shall have no right or duty to inquire as to whether any Event of Default has actually occurred or is then existing hereunder. Assignor hereby releases the lessees from any liability to Assignor by reason of relying upon and complying with any such notice or demand by Agent. Agent, on behalf of Secured Parties, may apply, in its sole discretion, any Payments so collected by Agent against any Secured Obligations, whether existing on the date hereof or hereafter arising. Collection of any Payments by Agent, on behalf of Secured Parties, shall not cure or waive any Default or notice of Default or invalidate any acts done pursuant to such notice.

The foregoing irrevocable assignment shall not cause Agent or any Secured Party to be: (a) a mortgagee in possession; (b) responsible or liable for the control, care, management or repair of the Property or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants and conditions of the Leases; or (c) responsible or liable for (i) any waste committed on the Property by the lessees under any of the Leases or any other parties, (ii) any dangerous or defective condition of the Property, or (iii) any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any

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lessee, licensee, employee, invitee or other person. Agent and the Secured Parties shall not directly or indirectly be liable to Assignor or any other person as a consequence of: (x) the exercise or failure to exercise by Agent, any Secured Party, or any of their respective employees, agents, contractors or subcontractors, any of the rights, remedies or powers granted to Agent hereunder; or (y) the failure or refusal of Agent or any Secured Party to perform or discharge any obligation, duty or liability of Assignor arising under the Leases.

Assignor is the owner of a fee simple interest in the land (hereinafter, the "Land") more particularly described on Exhibit A which is annexed hereto and made a part hereof, together with the improvements and other structures now or hereafter situated thereon (the "Property"), such Property having an address of 3333 Beverly Road, Hoffman Estates, Cook County, Illinois.

2. Obligations Secured. This Assignment is made for the purpose of securing the Secured Obligations.

3. Warranties and Representations. ASSIGNOR WARRANTS AND REPRESENTS that it is and shall be in the future the sole owner of the entire interest described in Section 1 above and that no rent reserved in the Leases has been or will be in the future otherwise assigned or anticipated.

ASSIGNOR FURTHER WARRANTS AND REPRESENTS that as of the date hereof: (a) complete copies of the Leases, if any, together with all amendment and modifications have been delivered to Agent, (b) no default exists on the part of Assignor as lessor and, to Assignor's knowledge, no material default exists on the part of any of the lessees or tenants, in the performance on the part of either of the terms, covenants, provisions or agreements in the Leases contained; (c) Assignor knows of no condition which with the giving of notice or the passage of time or both would constitute a default on the part of any of the lessees or Assignor under the Leases; (d) no security deposit or advance rental payment has been made by any lessee under the Leases except as may be specifically designated in the copies of the Leases previously furnished to Agent; and (e) the owner(s) or operator(s) of the Property have complied with all non-residential building energy disclosures as required by applicable law.

4. Covenants. Except as may be otherwise provided for or permitted by the Loan Documents, ASSIGNOR COVENANTS with Agent: (i) to observe and perform in all material respects the obligations, terms, covenants, conditions and agreements of Borrower as landlord under the Leases; (ii) [intentionally omitted]; (iii) not to execute any other assignment of lessor's interest in the Leases or assignment of rents arising or accruing from the Leases or from the Property; (iv) except as permitted in the Credit Agreement, not to alter, modify, or change the terms of the Leases, or cancel or terminate the same, or accept a surrender thereof without the prior written consent of Agent in each instance; (v) not to subordinate any Lease to any mortgage, deed of trust or other encumbrance, or permit, consent, or agree to such subordination, without Agent's prior written consent in each instance; (vi) except as permitted in the Credit Agreement, not to convey or transfer or suffer or permit a conveyance or transfer of the premises demised by any Lease or of any interest therein so as to affect directly or indirectly a merger of the estates and rights, or a termination or diminution of the obligations, of any lessee thereunder; (vii) [intentionally omitted]; (viii) not to consent to any assignment of or subleasing under any such Lease, unless in accordance with its terms, without the prior written consent of Agent in

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each instance to the extent required in the Credit Agreement; (ix) except as permitted in the Credit Agreement, not to enter into any future Leases of all or any part of the Property without Agent's prior written consent in each instance; and (vii) at Agent's request, furnish to Agent true and complete copies of all Leases and amendments thereto.

5. Further Terms, Covenants and Conditions. This Assignment is made on the following terms, covenants, and conditions:

5.1 After Default. At any time during the existence of an Event of Default:

(i) Authorize and direct the lessees named in any existing Leases or any other or future lessees or occupants of the Property, upon receipt from Agent of written notice that an Event of Default exists, to pay over to Agent all rents, income, and profits arising or accruing under the Leases or from the Property and to continue to do so until otherwise notified in writing by Agent. Assignor agrees that every lessee and occupant shall have the right to rely upon any such statement and request by Agent that lessee or occupant shall pay such rents to Agent without any obligation or right to inquire as to whether such Event of Default actually exists notwithstanding any notice from or claim of Assignor to the contrary and that Assignor shall have no right or claim against lessees or occupants for any such rent so paid by lessees or occupants to Agent after such notice to the lessee or occupant by Agent;

(ii) Either in person or by agent, with or without bringing any action or proceedings, or by a receiver appointed by a court, take possession of the Property and have, hold, manage, lease, and operate the same on such terms and for such period of time as Agent may deem proper and, either with or without taking possession of the Property in its own name, demand, sue for, or otherwise collect and receive, all rents, income, and profits of the Property, including those past due and unpaid, with full power to make from time to time all improvements, alterations, renovations, repairs, and replacements thereto or thereof as may seem proper to Agent; and

(iii) Apply such rents, income, and profits to the payment of:

(a) all reasonable out-of-pocket expenses of managing the Property, and all reasonable out-of-pocket expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water rents, sewer rents and other liens, and premiums for all insurance which Agent may deem necessary in its Permitted Discretion, the payment or refund of security deposits, or interest thereon, and the cost of all improvements, alterations, renovations, repairs, or replacements, and all out-of-pocket expenses incident to taking and retaining possession of the Property; and

(b) all sums which Assignor is responsible to pay under the Mortgage, and the principal sum, interest and indebtedness secured hereby and by the Mortgage, and all other Secured Obligations together with all reasonable costs and reasonable attorneys' fees of outside counsel, in such order of priority as to

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any of the items mentioned in this clause (iii), as Agent in its sole discretion may determine, any statute, law, custom, or use to the contrary notwithstanding.

The exercise by Agent of the option granted it in Section 1 and this Section 5.1 and the collection of the rents, income, and profits and the application thereof as herein provided shall not be considered a waiver by Agent of any Default or Event of Default under the other Loan Documents, or the Leases, or this Assignment.

5.2 Continuing Effect. Upon payment in full to Agent and the Secured Parties of the principal sum, interest, indebtedness, and other Secured Obligations secured hereby and by the Mortgage (excluding any liabilities which might arise in the future under the Environmental Indemnity), or the Property is released from the Loan Documents pursuant to the terms and conditions Section 9.14 of the Credit Agreement, this Assignment shall become and be void and of no effect, but the affidavit of any officer, agent, or attorney of Agent or the Secured Parties made in good faith showing any part of said principal, interest, indebtedness, or other Secured Obligations to remain unpaid shall, absent manifest error, be and constitute conclusive evidence of the validity, effectiveness, and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon. The discharge of record of the Mortgage given by Assignor to Agent shall constitute a discharge of this Assignment and a release of Agent's and the Secured Parties' interest in the Leases and rents assigned hereby and the reassignment thereof (without recourse to Agent or any Secured Party) to Assignor and all those claiming of record by, through, or under Assignor.

5.3 No Waiver; Concurrent Rights. Nothing contained in this Assignment and no act done or omitted by Agent pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Agent of its rights and remedies hereunder or any one or more of the other Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Agent under the terms of any of the other Loan Documents. The right of Agent to collect said principal sums, interest, and indebtedness and to enforce any other security therefor held by it may be exercised by Agent either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

5.4 No Liability. NEITHER AGENT NOR ANY SECURED PARTY SHALL BE LIABLE FOR ANY LOSS SUSTAINED BY ASSIGNOR RESULTING FROM AGENT'S FAILURE TO LET THE PROPERTY AFTER AN EVENT OF DEFAULT OR FROM ANY OTHER ACT OR OMISSION OF AGENT IN MANAGING THE PROPERTY AFTER AN EVENT OF DEFAULT. AGENT SHALL NOT BE OBLIGATED TO PERFORM OR DISCHARGE, NOR DOES AGENT HEREBY UNDERTAKE TO PERFORM OR DISCHARGE, ANY OBLIGATION, DUTY OR LIABILITY UNDER THE LEASES, UNDER ANY GROUND LEASE, OR UNDER OR BY REASON OF THIS ASSIGNMENT, AND ASSIGNOR SHALL, AND DOES HEREBY AGREE TO, INDEMNIFY AGENT AND EACH OF THE SECURED PARTIES FOR, AND TO DEFEND AND HOLD AGENT AND EACH OF THE SECURED PARTIES HARMLESS FROM, ANY AND ALL LIABILITY, LOSS OR DAMAGE WHICH MAY OR MIGHT BE INCURRED UNDER OR BY REASON OF THIS ASSIGNMENT AND FROM ANY AND ALL CLAIMS AND DEMANDS WHATSOEVER WHICH MAY BE ASSERTED AGAINST AGENT OR ANY SECURED PARTY BY REASON OF ANY ALLEGED OBLIGATIONS OR UNDERTAKINGS ON ITS PART TO

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PERFORM OR DISCHARGE ANY OF THE TERMS, COVENANTS OR AGREEMENTS CONTAINED IN THE LEASES OR ANY GROUND LEASE. Should Agent or any Secured Party incur any such liability under the Leases or under or by reason of this Assignment, or in defense of any such claims or demands, the amount thereof, including costs, out-of-pocket expenses and reasonable attorneys' fees of outside counsel shall be secured hereby and by the Mortgage and by the other collateral for the Secured Obligations and Assignor shall reimburse Agent or such Secured Party, as the case may be, therefor within ten (10) Business Days following written demand and upon the failure of Assignor so to do, Agent may, at its option, in accordance with the terms of the Credit Agreement, declare all sums secured hereby immediately due and payable. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of said Property upon Agent, nor for the carrying out of any of the terms and conditions of the Leases or any ground lease; nor shall it operate to make Agent responsible or liable for any waste committed on the Property by tenants or any other parties, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair, or control of said Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

5.5 Effect of Foreclosure Deed. Unless Agent otherwise elects in the instance of a Lease which is subordinate to the Mortgage and is thus terminated by the foreclosure, upon the issuance of any deed or deeds pursuant to a foreclosure of the Mortgage, all right, title, and interest of Assignor in and to the Leases shall, by virtue of this instrument and such deed or deeds, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by Assignor. Assignor hereby irrevocably appoints Agent and its successors and assigns as its agent and attorney-in-fact, a power coupled with an interest, to execute all instruments of assignment for further assurance in favor of such grantee or grantees in such deed or deeds as may be necessary or desirable for such purpose.

5.6 Upon Termination of Lease in Bankruptcy. In the event any lessee under any of the Leases should be the subject of any proceeding under the Federal Bankruptcy Code, as 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 of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Agent (such consent not to be unreasonably withheld), in each instance, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Agent. Assignor hereby assigns any such payment to Agent and further covenants and agrees that upon the request of Agent if an Event of Default exists, Assignor will duly endorse to the order of Agent any such check, the proceeds of which will be applied to the Secured Obligations secured by this Assignment; provided, however, if no Event of Default exists, Assignor shall be entitled to such proceeds. Assignor hereby irrevocably appoints Agent and its successors and assigns as its-attorney-in-fact, a power coupled with an interest, to so endorse any such checks if Assignor does not do so.

5.7 Rights Contained in Mortgage. This Assignment is intended to be supplementary to, and not in substitution for, or in derogation of, any assignment of rents to secure the Secured Obligations contained in the Mortgage or in any other Loan Document. In the event of any conflict between this Assignment and any of the other Loan Documents, Agent shall have the right from time to time to determine which provisions shall govern.

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5.8 Notices. Any notice or communications in connection herewith shall be sufficiently given only if given in the manner provided for in the Credit Agreement.

5.9 Grace Period and Notice. The grace period and notice provisions set forth in Section 6.01 of the Credit Agreement shall be applicable to any Default under this Assignment.

5.10 Setoff. Assignor hereby grants to Agent and the Secured Parties, a lien, security interest, and right of setoff as security for all liabilities and obligations to Agent or any Secured Party, whether now existing or hereafter arising, upon and against all deposits, credits, collateral, and property, now or hereafter in the possession, custody, safekeeping, or control of Agent or any Secured Party or any entity under the control of Agent or any Secured Party, or in transit to any of them. At any time an Event of Default has occurred and is continuing without demand or notice, Agent or any Secured Party may set off the same or any part thereof and apply the same to any liability or obligation of Assignor even though unmatured and regardless of the adequacy of any other collateral securing the Loan. Agent and Secured Parties agree promptly to notify Assignor after any such setoff and application; provided however, that the failure to give such notice shall not affect the validity of such setoff and application. ANY AND ALL RIGHTS TO REQUIRE AGENT OR ANY SECURED PARTY TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE LOAN, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS, OR OTHER PROPERTY OF THE ASSIGNOR, ARE HEREBY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVED. The setoff rights contained in this section shall be subject to the terms and conditions of Section 9.05 of the Credit Agreement.

6. Application of Other Sums. All sums received by Agent under Section 1 above, less all costs and expenses incurred by Agent or any Secured Party or any receiver under Section 1, including, without limitation, attorneys' fees, shall be applied in payment of the Secured Obligations in such order as Agent shall determine in its sole discretion; provided, however, Agent shall have no liability for funds not actually received by Agent.

7. Governing Law and Consent to Jurisdiction.

7.1 Substantial Relationship. It is understood and agreed that all of the Loan Documents were delivered in the State of New York, which State the parties agree has a substantial relationship to the parties and to the underlying transactions embodied by the Loan Documents.

7.2 Place of Delivery. Assignor agrees to furnish to Agent at Agent's office in New York, New York, all further instruments, certifications and documents to be furnished hereunder.

7.3 Governing Law. Except as specifically set forth herein and in the Mortgage, this Assignment and each of the other Loan Documents shall in all respects be governed, construed, applied and enforced in accordance with the internal laws of the State of New York without regard to principles of conflicts of law.

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7.4 Exceptions. Notwithstanding the foregoing choice of law:

A. The procedures governing the creation, perfection and enforcement of the liens and security interests herein granted, including, without limitation, the enforcement by Agent of its remedies against Assignor under this Assignment and under the other Loan Documents with respect to the Property or other assets situated in the State of Illinois, including by way of illustration, but not in limitation, actions for foreclosure, for injunctive relief or for the appointment of a receiver shall be governed by the laws of the State of Illinois;

B. Agent and each of the Secured Parties shall comply with applicable law in the State of Illinois to the extent required by the law of such jurisdiction in connection with the creation, perfection and enforcement of the liens and security interests herein granted, including, without limitation, the foreclosure of the security interests and liens created under this Assignment and the other Loan Documents with respect to the Property or other assets situated in the State of Illinois.

Nothing contained herein or any other provisions of the Loan Documents shall be construed to provide that the substantive laws of the State of Illinois shall apply to any parties' rights and obligations under any of the Loan Documents, which, except as expressly provided in this Section 7.4, are and shall continue to be governed by the substantive law of State of New York, except as set forth in this Section 7.4. In addition, the fact that portions of the Loan Documents may include provisions drafted to conform to the law of the State of Illinois is not intended, nor shall it be deemed, in any way, to derogate the parties' choice of law as set forth or referred to in this Assignment or in the other Loan Documents. The parties further agree that the Agent may enforce its rights under the Loan Documents including, but not limited to, its rights to sue the Assignor or to collect any outstanding indebtedness in accordance with applicable law.

C. Consent to Jurisdiction. Assignor hereby consents to personal jurisdiction in any state or Federal court located within the State of New York.

7.5 Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ASSIGNOR, AGENT, AND EACH OF THE SECURED PARTIES MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS ASSIGNMENT, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ASSIGNMENT OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF AGENT OR ANY SECURED PARTY RELATING TO THE ADMINISTRATION OF THE LOAN OR ENFORCEMENT OF THE LOAN DOCUMENTS, AND AGREE THAT NEITHER PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, EACH PARTY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER

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IN ANY LITIGATION ANY SPECIAL, INDIRECT, SPECULATIVE, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. ASSIGNOR CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF AGENT OR ANY SECURED PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT AGENT OR ANY SECURED PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR EACH OF THE PARTIES HERETO TO ENTER INTO THE TRANSACTIONS CONTEMPLATED HEREBY.

8. Cross Collateralization. Assignor acknowledges that the Secured Obligations are secured by this Assignment together with those certain other assignments given by each of the other Borrowers, as applicable, to Agent (whether one or more, collectively, the “Other Security Instruments”) encumbering the real and personal property more particularly described in the Other Security Instruments (such real and personal property, collectively, the “Other Properties”), all as more specifically set forth in the Credit Agreement. During the continuance of an Event of Default, Agent shall have the right to institute a proceeding or proceedings for the enforcement of remedies available to Agent under the terms of this Assignment 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 Obligations 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 Obligations then due and payable but still outstanding. Assignor acknowledges and agrees that the Property and the Other Properties are located in the Province of Ontario and one or more states and/or counties, and therefore Agent shall be permitted to enforce payment of the Secured Obligations and the performance of any term, covenant or condition of the Credit Agreement, the Note, this Assignment, the Loan Documents or the Other Security Instruments and exercise any and all rights and remedies under the Credit Agreement, the Note, this Assignment, 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 Agent, in its sole discretion, in the Province of Ontario or any one or more of the states or counties in which the Property or any of the Other Properties are located. Neither the acceptance of this Assignment, the other Loan Documents or the Other Security Instruments nor the enforcement thereof in the Province of Ontario or 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 Credit Agreement, the Notes, this Assignment, the other Loan Documents, or any Other Security Instruments through one or more additional proceedings in the Province of Ontario, the state or county or in any other state or county.

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed and delivered as a sealed instrument on the date first written above.

ASSIGNOR:

COMPASS DATACENTERS ORD I, LLC,
a Delaware limited liability company

By: _____
Name: Jared Day
Title: Authorized Person

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF TEXAS)
) ss.)

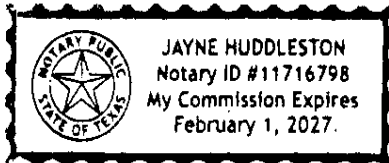
COUNTY OF DALLAS)

On September 8, 2023, before me, Jayne Huddleston, personally appeared Jared Day, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jayne Huddleston (Seal)



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 2 AND 3 IN SEARS BUSINESS PARK AMENDED PLAT OF SUBDIVISION, RECORDED AUGUST 5, 1991 AS DOCUMENT NUMBER 91394943, A SUBDIVISION OF PART OF SECTIONS 31, 32 AND 33, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTIONS 3 AND 4, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS, EXCEPTING THAT PART OF THE LAND DEDICATED FOR ROAD PURPOSES PER DOCUMENT NUMBER 92573116.

PARCEL 2:

LOT 1A IN FINAL PLAT OF RESUBDIVISION OF LOT 1 IN PRAIRIE STONE, BEING A RESUBDIVISION OF PART OF SECTION 31 AND 32, TOWNSHIP 42 NORTH RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 12, 2010 AS DOCUMENT NUMBER 1013244049, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

TOGETHER WITH NON-EXCLUSIVE EASEMENTS CONTAINED IN SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS RECORDED MARCH 8, 1991 AS DOCUMENT NO. 91105432, AND AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, RELATING TO AND INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

FIRST SUPPLEMENTARY DECLARATION TO SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS RECORDED JULY 31, 1992 AS DOCUMENT NO. 91383966;

SECOND SUPPLEMENTARY DECLARATION TO SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS RECORDED OCTOBER 23, 1991 AS DOCUMENT NO. 91554407;

THIRD SUPPLEMENTARY DECLARATION TO SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS RECORDED NOVEMBER 4, 1994 AS DOCUMENT NO. 94944869;

FIRST AMENDMENT TO SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS RECORDED JUNE 26, 1995 AS DOCUMENT NO. 95408255;

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FOURTH SUPPLEMENTARY DECLARATION TO SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS RECORDED FEBRUARY 14, 2007 AS DOCUMENT NO. 0704518041 RERECORDED AS DOCUMENT NO. 0831018027;

SECOND AMENDMENT TO SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS RECORDED MARCH 30, 2017 AS DOCUMENT NUMBER 1708939175;

WITH REGARD THERETO:

ASSIGNMENT OF DECLARANT'S INTEREST IN THE SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS DATED APRIL 20, 2016 AND RECORDED JUNE 2, 2016 AS DOCUMENT NO. 1615457008;

ASSIGNMENT OF DECLARANT'S INTEREST IN THE SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS DATED SEPTEMBER 13, 2022 AND RECORDED SEPTEMBER 16, 2022 AS DOCUMENT NO. 2225907004;

THIRD AMENDMENT TO SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS RECORDED NOVEMBER 02, 2022 AS DOCUMENT NO. 2230646023 RECORDED DECEMBER 1, 2022 AS DOCUMENT NO. 2233516009; AND

ASSIGNMENT OF DECLARANT'S INTEREST IN THE SEARS BUSINESS PARK DECLARATION OF PROTECTIVE COVENANTS DATED SEPTEMBER 12, 2023 AND RECORDED SEPTEMBER 14, 2023 AS DOCUMENT NO. 2325715084.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 2 AS CREATED IN DRIVEWAY ACCESS EASEMENT AGREEMENT AND RESERVATION FOR SHARED PARKING, RECORDED JUNE 8, 2010 AS DOCUMENT 1015918050.

PARCEL 5:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 2 AS CREATED IN EASEMENT AGREEMENT FOR RING ROAD LIGHTING ELECTRICAL PANEL AND HEADWALL, RECORDED JUNE 8, 2010 AS DOCUMENT 1015918059.

Property Addresses: 3333 Beverly Road and 551 and 685 Higgins Road, Hoffman Estates, Illinois

PINs: 01-31-201-003-0000; 01-31-202-002-0000; 01-32-100-005-0000