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KAREN A. YARBROUGH

COOK COUNTY CLERK

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**ONNI HALSTED STREET CHICAGO LLC, as assignor**

(Borrower)

to

**OTÉRA CAPITAL INVESTMENTS XIV INC., as assignee**

(Agent)

## ASSIGNMENT OF LEASES AND RENTS

Dated: As of December 20, 2023

Location: 901 and 904 N Halsted Street  
Chicago, Illinois

County: Cook County

PIN: 17-04-315-007-0000, 17-04-315-008-0000, 17-04-325-006-0000,  
17-05-410-004-000, 17-05-410-005-000, 17-05-410-006-000, 17-  
05-410-007-000 and 17-05-410-008-000

PREPARED BY AND UPON  
RECORDATION RETURN TO:

Hunton Andrews Kurth LLP  
200 Park Avenue, 53<sup>rd</sup> Floor  
New York, NY 10166  
Attention: Matthew A. Scoville, Esq.

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## ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "*Assignment*") is made as of December 20, 2023 by ONNI HALSTED STREET CHICAGO LLC, a Delaware limited liability company, having its principal place of business at c/o Onni Group, 200 – 1010 Seymour Street, Vancouver, BC V6B 3M6, Canada (together with its permitted successors and/or assigns, the "*Borrower*"), as assignor, to OTÉRA CAPITAL INVESTMENTS XIV INC., a Québec corporation, as Agent for the Lender (as defined below), having an address at 1001 Square Victoria, Suite C200, Montréal, Québec, Canada, H2Z 2B1 (together with its successors and/or assigns, "*Agent*"), as assignee.

### WITNESSETH:

A. This Assignment is given in connection with a loan in the maximum aggregate principal amount of \$50,000,000.00 (the "*Loan*"), being advanced pursuant to that certain Loan Agreement, which is dated as of the date hereof and made by and among Borrower, Agent and OTÉRA CAPITAL INVESTMENTS XIV INC., a Québec corporation, and the other lenders signatory to the Loan Agreement, as defined below (collectively, together with their successors and assigns, and such other co-lenders as may exist from time to time, the "*Lender*") (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "*Loan Agreement*"), and evidenced by that certain Note (as such term is defined in the Loan Agreement), (as may be amended, restated, replaced, supplemented or otherwise modified from time to time, collectively, the "*Note*"). All initially capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

B. The Note is secured by, among other things, that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the date hereof and made by Borrower for the benefit of Agent (as the same may each be amended, restated, replaced, supplemented or otherwise modified from time to time, collectively the "*Mortgage*"), encumbering, as a first mortgage lien thereon, all of Borrower's fee interest in the land more particularly described on Exhibit A annexed hereto and made a part hereof, and the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (collectively, the "*Property*").

C. Borrower has agreed to execute and deliver this Assignment to further secure the payment and performance of all of the obligations of Borrower under the Note, the Loan Agreement and the other Loan Documents.

D. This Assignment is given pursuant to the Loan Agreement, and payment, fulfillment, and performance by Borrower of its obligations thereunder and under the other Loan Documents is secured hereby, and each and every term and provision of the Loan Agreement and the Note, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Assignment.

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Assignment:

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## ARTICLE 1 ASSIGNMENT

**Section 1.1 Property Assigned.** Subject to the provisions of Section 2.1 of this Assignment, Borrower hereby assigns and grants to Agent, for the benefit of Lender, the following property, rights, interests and estates, now owned or hereafter acquired by Borrower:

(a) **Leases.** All of Borrower's right, title and interest in, and claims under, any and all Lease (as defined in the Mortgage);

(b) **Rents.** All Rents (as defined in the Mortgage);

(c) **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;

(d) **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**", and collectively, the "**Lease Guaranties**") given by any guarantor in connection with any of the Leases or leasing commissions (individually, a "**Lease Guarantor**", and collectively, the "**Lease Guarantors**") to Borrower;

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

(f) **Other.** All rights, powers, privileges, options and other benefits of Borrower as the lessor under any of the Leases and the beneficiary under any of the Lease Guaranties, including, without limitation, the immediate and continuing right to make claims for, and to receive, collect and acknowledge receipt for all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt or the Other Obligations), and to do all other things which Borrower or any lessor is or may become entitled to do under any of the Leases or Lease Guaranties;

(g) **Entry.** The right, subject to the provisions of the Loan Agreement, at Agent'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;

(h) **Power Of Attorney.** During the existence and continuance of an Event of Default, Borrower's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in Section 3.1 of this Assignment from and after, and during the continuance of, an Event of Default, and any or all other actions designated by Agent for the proper management and preservation of the Property; and

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

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## ARTICLE 2 TERMS OF ASSIGNMENT

**Section 2.1 Present Assignment and License Back.** It is intended by Borrower that this Assignment constitute a present assignment (and not merely a collateral assignment) of the Leases, Rents, Lease Guaranties and Bankruptcy Claims, and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 2.1 and the terms of the Loan Agreement, Agent hereby grants to Borrower a presently effective revocable license to collect, receive, use and enjoy the Rents, as well as any sums due under the Lease Guaranties, which license shall be automatically revoked during the continuance of an Event of Default. Until such revocation, Borrower shall hold the Rents, as well as all sums received pursuant to any Lease Guaranty, or a portion thereof sufficient to discharge all current sums due on the Obligations, in trust for the benefit of Agent for use in the payment of such sums.

**Section 2.2 Notice to Lessees.** During the continuance of an Event of Default, Borrower hereby authorizes and directs the lessees named in the Leases, any other future lessees or occupants of the Property and all Lease Guarantors to pay over to Agent or to such other party as Agent directs all Rents and all sums due under any Lease Guaranties, upon receipt from Agent of written notice to the effect that Agent is then the holder of this Assignment and an Event of Default is continuing. Such Rents shall be disbursed and/or applied in accordance with the terms of the Loan Agreement.

**Section 2.3 Incorporation by Reference.** All applicable representations, warranties, covenants, conditions and agreements contained in the Loan Agreement and the other Loan Documents, as the same may be modified, renewed, substituted or extended from time to time with respect to the Leases and payment of Rents, are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

## ARTICLE 3 REMEDIES

**Section 3.1 Remedies of Agent.** Upon or at any time after the occurrence and during the continuance of an Event of Default, the license granted to Borrower in Section 2.1 of this Assignment shall automatically be revoked and Agent shall immediately be entitled to possession of all Rents and all sums due under any Lease Guaranties, whether or not Agent enters upon or takes control of the Property (but subject in all events to the rights of Tenants). In addition, to the extent permitted by Legal Requirements, Agent may, at its option, without waiving any Event of Default, without regard to the adequacy of the security for the Obligations, either in person or by agent, nominee or attorney, 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 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 Agent may reasonably 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 and all sums due under all Lease Guaranties, including, without limitation, those past due and unpaid (with all such Rents and all sums due under any Lease Guaranties to be deposited into the Deposit Account to the extent and as required by the

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terms of the Loan Agreement), with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as Agent may deem proper (but subject in all events to the rights of Tenants) in its commercially reasonable discretion. In addition, upon the occurrence and during the continuance of an Event of Default, Agent, at its option, may, to the extent not prohibited by Legal Requirements (1) exercise all rights and powers of Borrower, including, without limitation, the right to negotiate, execute, cancel, enforce or modify 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 (with all such Rents and all sums due under any Lease Guaranties to be deposited into the Deposit Account to the extent and as required by the terms of the Loan Agreement), and/or (2) require Borrower to vacate and surrender possession of the Property to Agent or to any receiver appointed to collect the Rents and, in default thereof, Borrower may be evicted by summary proceedings or otherwise.

**Section 3.2 Other Remedies.** Nothing contained in this Assignment and no act done or omitted by Agent pursuant to the power and rights granted to Agent hereunder shall be deemed to be a waiver by Agent of its rights and remedies under the Loan Agreement, the Note, the Mortgage or 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 thereof. The right of Agent to enforce the Obligations and to realize upon 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. Borrower hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or cross-claim 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 Agent to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Loan Agreement, the Note, the Mortgage or any of the other Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of Borrower's right to assert any compulsory counterclaim or crossclaim if such counterclaim or crossclaim is compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of Borrower's right to assert any claim which would constitute a defense, setoff, counterclaim or cross-claim of any nature whatsoever against Agent in any separate action or proceeding). Anything herein to the contrary notwithstanding, Agent's rights with respect to the foregoing remedies are and shall be subject in all events to the rights of Tenants under Leases.

**Section 3.3 Other Security.** Agent may (subject to the rights of tenants): (i) take or release other security for the payment and performance of the Obligations, (ii) release any party primarily or secondarily liable therefor, and/or (iii) apply any other security held by it to the payment and performance of the Obligations, in each instance, without prejudice to any of its rights under this Assignment.

**Section 3.4 Non-Waiver.** The exercise by Agent of the option granted it in Section 3.1 of this Assignment and the collection of the Rents and the sums due under the Lease Guaranties and the application thereof as provided in the Loan Documents shall not be considered a waiver of any Default or Event of Default by Borrower under the Note, the Loan Agreement, the Mortgage, this Assignment or the other Loan Documents. The failure of Agent 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

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Agent 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 (other than only to the extent of consideration actually received by Agent therefor), or (c) any agreement or stipulation by Agent 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. Agent may resort for the payment and performance of the Obligations to any other security held by Agent in such order and manner as Agent, in its sole discretion, may elect. Agent may take any action to recover the Obligations, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Agent thereafter to enforce its rights under this Assignment. The rights of Agent under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Agent shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

## **Section 3.5 Bankruptcy.**

(a) Upon or at any time after the occurrence and during the continuance of an Event of Default, Agent 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 Agent not less than ten (10) Business Days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject such Lease. Agent shall have the right, but not the obligation, to serve upon Borrower within such ten (10)-Business-Day period a notice stating that (i) Agent demands that Borrower assume and assign the Lease to Agent pursuant to Section 365 of the Bankruptcy Code, and (ii) Agent covenants to cure or provide adequate assurance of future performance under the Lease. If Agent 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 Agent's notice shall have been given, subject to the performance by Agent of the covenant provided for in clause (ii) of the preceding sentence.

## **ARTICLE 4**

### **NO LIABILITY, FURTHER ASSURANCES**

**Section 4.1 No Liability of Agent or Lender.** This Assignment shall not be construed to bind Agent to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Agent. Agent shall not be liable for any loss sustained by Borrower 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 unless such loss is caused by the fraud, gross negligence, willful misconduct or bad faith of Agent. Agent 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

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Borrower shall indemnify Agent and Lender for, and hold Agent and Lender harmless from, (a) any and all liability, loss or damage (excluding consequential, special or punitive damages, other than any of the foregoing incurred by Agent or Lender pursuant to an action brought by any third party) Agent and/or Lender actually incurs under the Leases, any Lease Guaranties or under or by reason of this Assignment, and (b) any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Agent or 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, in each instance, unless caused by the fraud, gross negligence, willful misconduct or bad faith of Agent or Lender. Should Agent or Lender incur any such liability, the amount thereof, including out-of-pocket costs, expenses and reasonable attorneys' fees and costs of outside counsel, shall be secured by this Assignment and by the Mortgage and the other Loan Documents and Borrower shall reimburse Agent and Lender within ten (10) Business Days of Agent's written demand therefor. HOWEVER, THE INDEMNIFICATION OBLIGATIONS HEREIN SHALL EXPRESSLY EXCLUDE ANY LIABILITY, LOSS, OR DAMAGE DUE TO EVENTS OR CIRCUMSTANCES FIRST ARISING AFTER AGENT OR LENDER OBTAINS OWNERSHIP AND CONTROL OVER THE MORTGAGED PROPERTY BY VIRTUE OF A FORECLOSURE OR TRANSFER IN LIEU OF FORECLOSURE OF THE MORTGAGE OR A FORECLOSURE OR ASSIGNMENT IN LIEU OF FORECLOSURE OF THE PLEDGE AGREEMENT, OR SIMILAR REMEDIAL ACTION INSTITUTED BY AGENT OR LENDER. This Assignment shall not operate to place any obligation or liability for the control, care management or repair of the Property upon Agent or 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 Agent or 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, unless, and only to the extent caused solely by the fraud, gross negligence, willful misconduct or bad faith of Agent or Lender as determined by a final non-appealable judgment of a court of competent jurisdiction.

**Section 4.2 No Mortgagee In Possession.** Nothing herein contained shall be construed as constituting Agent or Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Agent or Lender. In the exercise of the powers herein granted Agent and Lender, no liability shall be asserted or enforced against Agent or Lender, all such liability being expressly waived and released by Borrower, except to the extent caused by the fraud, gross negligence, willful misconduct or bad faith of or at the direction of Agent or Lender.

**Section 4.3 Further Assurances.** Borrower will, at the cost of Borrower, and without expense to Agent, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Agent shall, from time to time, require for the better assuring, conveying, assigning, transferring and confirming unto Agent the property and rights hereby assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Agent, 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, within ten (10) Business Days of receipt of written demand, will execute and deliver, and hereby authorizes Agent, upon the existence and

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continuance of an Event of Default, to execute in the name of Borrower to the extent Agent may lawfully do so, 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. Notwithstanding the foregoing, Borrower shall not be required to take any such act or execute any such document which would materially increase the obligations or materially decrease the rights of Borrower under this Assignment or the Loan Documents, it being agreed that any document or action necessary to create or perfect the liens and security interests intended to be created hereby, including, without limitation, corrections to the description of the collateral encumbered hereby, shall not be deemed to materially increase Borrower's obligations or materially decrease Borrower's rights hereunder.

## ARTICLE 5 MISCELLANEOUS PROVISIONS

**Section 5.1 Conflict of Terms.** In case of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail.

**Section 5.2 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, Agent or Lender, but only by an agreement in writing signed by the party(ies) against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

**Section 5.3 General Definitions.** Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in the singular or plural form and the word "**Borrower**" shall mean "Borrower and any subsequent owner or owners of the Property or any part thereof or interest therein," the word "**Agent**" shall mean "Agent and any subsequent administrative agent of the Loan," 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 indebtedness secured by the Loan Agreement," 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 reasonable 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 Agent and Lender in protecting its interest in the Property, the Leases and/or the Rents and/or in enforcing its rights hereunder. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms.

**Section 5.4 Inapplicable Provisions.** If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Assignment, such provision shall be fully severable and this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Assignment, and the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Assignment, unless such continued effectiveness of this Assignment, as modified, would be contrary to the basic understandings and intentions of the parties as expressed herein.



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**Section 5.5 Governing Law; Jurisdiction; Service of Process.(a) THIS ASSIGNMENT WAS NEGOTIATED IN THE STATE OF NEW YORK, AND MADE BY BORROWER IN THE STATE OF NEW YORK, AND THE PROCEEDS OF THE NOTE WERE (OR WILL BE) DISBURSED FROM THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION RELATED HERETO, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS ASSIGNMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, PROVIDED, HOWEVER, THAT WITH RESPECT TO THE CREATION, PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIEN OF THIS ASSIGNMENT, THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED SHALL APPLY. TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS ASSIGNMENT AND/OR THE OTHER LOAN DOCUMENTS, AND THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.**

**(b) ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST AGENT, LENDER OR BORROWER ARISING OUT OF OR RELATING TO THIS ASSIGNMENT MAY AT AGENT'S OPTION BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE CITY OF NEW YORK, COUNTY OF NEW YORK, PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND BORROWER WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND BORROWER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. BORROWER DOES HEREBY DESIGNATE AND APPOINT:**

**C T Corporation System  
28 Liberty Street  
New York, NY 10005**

**AS ITS AUTHORIZED AGENT TO ACCEPT AND ACKNOWLEDGE ON ITS BEHALF SERVICE OF ANY AND ALL PROCESS WHICH MAY BE SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY FEDERAL OR STATE COURT IN NEW YORK, NEW YORK, AND AGREES THAT SERVICE OF PROCESS UPON SAID AGENT AT SAID ADDRESS AND WRITTEN NOTICE OF SAID SERVICE MAILED OR DELIVERED TO BORROWER IN THE MANNER PROVIDED IN THE LOAN AGREEMENT SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON BORROWER IN ANY SUCH SUIT, ACTION OR PROCEEDING IN**

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THE STATE OF NEW YORK. BORROWER (I) SHALL GIVE PROMPT NOTICE TO AGENT OF ANY CHANGED ADDRESS OF ITS AUTHORIZED AGENT HEREUNDER, (II) MAY AT ANY TIME AND FROM TIME TO TIME DESIGNATE A SUBSTITUTE AUTHORIZED AGENT WITH AN OFFICE IN NEW YORK, NEW YORK (WHICH SUBSTITUTE AGENT AND OFFICE SHALL BE DESIGNATED AS THE PERSON AND ADDRESS FOR SERVICE OF PROCESS), AND (III) SHALL PROMPTLY DESIGNATE SUCH A SUBSTITUTE IF ITS AUTHORIZED AGENT CEASES TO HAVE AN OFFICE IN NEW YORK, NEW YORK OR IS DISSOLVED WITHOUT LEAVING A SUCCESSOR. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF AGENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST BORROWER IN ANY OTHER JURISDICTION.

**Section 5.6 Termination of Assignment.** Upon the earlier to occur of the payment in full of the Debt or the termination, reconveyance or assignment of the Mortgage in connection with the payment in full of the Debt, this Assignment shall become and be void and of no effect.

**Section 5.7 Notices.** All notices or other written communications hereunder shall be delivered in accordance with Section 9.6 of the Loan Agreement.

**Section 5.8 WAIVER OF TRIAL BY JURY.** EACH OF BORROWER AND AGENT (BY ITS ACCEPTANCE OF THIS ASSIGNMENT) HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND FOREVER WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST, WITH REGARD TO THIS ASSIGNMENT, THE LOAN AGREEMENT, THE NOTE, THE MORTGAGE OR THE OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH AGENT AND BORROWER 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 AGENT AND BORROWER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY BORROWER AND AGENT.

**Section 5.9 Recourse.** The provisions of Section 9.1 of the Loan Agreement are hereby incorporated by reference as if set forth at length herein.

**Section 5.10 Successors and Assigns.**

(a) This Assignment shall be binding upon and shall inure to the benefit of Borrower, Agent and Lender and their respective successors and permitted assigns forever, as set forth in the Loan Agreement. Agent shall have the right to assign or transfer its rights under this Assignment in connection with any assignment of the Loan and the Loan Documents to the extent permitted under the Loan Agreement. Any assignee or transferee of Agent shall be entitled to all the benefits afforded to Agent 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

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Agent, except as otherwise provided in the Loan Agreement, and any attempted assignment without such consent shall be null and void.

(b) Agent shall at all times be the same Person that is Agent under the Loan Agreement. Written notice of resignation by Agent pursuant to the Loan Agreement shall also constitute notice of resignation as Agent under this Assignment. Removal of Agent pursuant to any provision of the Loan Agreement shall also constitute removal as Agent under this Assignment. Appointment of a successor Agent pursuant to the Loan Agreement shall also constitute appointment of a successor Agent under this Assignment. Upon the acceptance of any appointment as Agent by a successor Agent under the Loan Agreement, that successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Agent as the Agent under this Assignment, and the retiring or removed Agent shall promptly (i) assign and transfer to such successor Agent all of its right, title and interest in and to this Assignment, and (ii) execute and deliver to such successor Agent such assignments and amendments and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Agent of the liens and security interests created hereunder, whereupon such retiring or removed Agent shall be discharged from its duties and obligations under this Assignment. After any retiring or removed Agent's resignation or removal hereunder as Agent, the provisions of this Assignment and the Loan Documents shall inure to its benefit as to any actions taken or omitted to be taken by it under this Assignment while it was Agent hereunder.

**Section 5.11 Headings, Etc.** The headings and captions of the various paragraphs 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 5.12 Recitals.** The recitals hereof are a part hereof, form a basis for this Assignment and shall be considered *prima facie* evidence of the facts and documents referred to therein.


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

**BORROWER:**

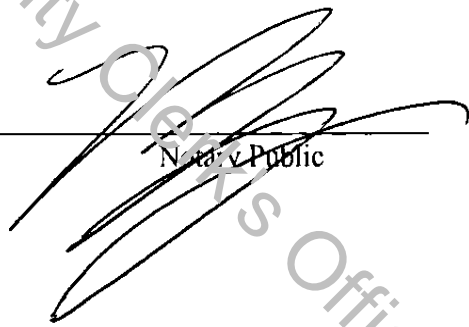
**ONNI HALSTED STREET CHICAGO LLC,**  
a Delaware limited liability company

By:   
Name: Sam Parrotta  
Title: Authorized Signatory

PROVINCE  
STATE OF BRITISH COLUMBIA  
CITY  
COUNTY OF VANCOUVER ss.

On the 5 day of DECEMBER in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Sam Parrotta, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(Notarial Seal)

  
Notary Public

Jon Bunyan  
Barrister & Solicitor  
Onni Group  
200 - 1010 Seymour Street  
Vancouver, B.C., V6B 3M6  
T: (604) 602 - 7711

# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

#### PARCEL 1:

LOTS 12, 13, 14, 15, 16, 17, 18 AND 19 IN BLOCK 97, ALL OF BLOCK 98 AND THAT PART OF VACATED NORTH BRANCH WATER STREET LYING BETWEEN BLOCKS 97 AND 98, ALL IN ELSTON'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE NORTHWEST HALF OF LOT 11 IN BLOCK 81 IN ELSTON'S ADDITION TO CHICAGO IN SECTIONS 4 AND 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING THAT PART OF LOT 11 AFORESAID, LYING NORTH OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING ON THE EASTERLY LINE OF SAID LOT 11, AT A POINT EQUI-DISTANCE FROM THE NORTHEAST CORNER AND THE SOUTHEAST CORNER OF THE EAST HALF OF SAID LOT, RUNNING THENCE DUE WEST THROUGH THE CENTER OF SAID LOT 11, AND PARALLEL WITH THE SOUTH LINE OF THE EAST 1/2 THEREOF, TO A POINT 88 FEET 11 3/4 INCHES DIRECTLY WEST FROM THE EAST LINE, RUNNING THENCE FROM SAID MENTIONED POINT SOUTHWESTERLY THROUGH THE CENTER OF THE SOUTHWESTERLY 1/2 OF SAID LOT 11, AND PARALLEL WITH THE SOUTHEASTERLY LINE OF THE SOUTHWESTERLY 1/2 TO A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT MIDWAY BETWEEN AND EQUI-DISTANCE FROM THE SOUTHWESTERLY CORNER OF THE SOUTHWESTERLY 1/2 OF LOT 11 AND THE NORTHWESTERLY CORNER OF SAID SOUTHWESTERLY 1/2 OF SAID LOT 11, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

ALL THAT PORTION OF LOT 11 IN BLOCK 81 IN ELSTON'S ADDITION TO CHICAGO LYING SOUTH OF A LINE RUNNING THROUGH THE CENTER OF SAID LOT, SAID LINE BEING MORE PARTICULARLY LOCATED AND DESIGNATED AS FOLLOWS:

STARTING ON THE EASTERLY LINE OF SAID LOT 11 AT A POINT EQUAL DISTANT FROM THE NORTHEAST CORNER AND THE SOUTHEAST CORNER OF THE EAST 1/2 OF SAID LOT, RUNNING THENCE WEST THROUGH THE CENTER OF SAID LOT 11 AND PARALLEL WITH THE SOUTH LINE OF THE EAST 1/2 THEREOF TO A POINT 88 FEET 11 3/4 INCHES DIRECTLY WEST FROM SAID EAST LINE RUNNING THENCE FROM SAID MENTIONED POINT SOUTHWESTERLY THROUGH THE CENTER OF THE SOUTHWESTERLY 1/2 OF SAID LOT 11 AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID SOUTHWESTERLY 1/2 TO A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT MIDWAY BETWEEN AND EQUAL DISTANT FROM THE SOUTHEASTERLY CORNER OF THE SOUTHWESTERLY 1/2 OF SAID LOT 11 AND THE NORTHWESTERLY CORNER OF THE SAID SOUTHWESTERLY 1/2 OF SAID LOT 11 OF SECTION 5, TOWNSHIP 39 NORTH,

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RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 12 AND 13 IN BLOCK 81 IN ELSTON'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office