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Karen A. Yarbrough
Cook County Clerk
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Execution Version

Prepared by, and after
Recording return to:

Holland & Knight LLP
32 West 52nd Street, 10th Floor
New York, New York 10019
Attention: Paul W. Cicchetti, Esq.

(Space reserved for Recorder of Deeds)

COLLATERAL ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING

AFF V TRUST,
a Delaware statutory trust
Assignor,

to

CENTENNIAL BANK,
an Arkansas state-chartered bank
Assignee

Dated: December 22, 2023

Location: 830 N Michigan Avenue, Chicago, Illinois

County: Cook County, Illinois

PIN: 17-03-225-029-0000

This instrument is being filed as an
accommodation only. It has not been
examined as to its execution,
insurability, or affect on title.

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COLLATERAL ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING

KNOW THAT, **AFF V TRUST**, a Delaware statutory trust, having an address c/o The Ardent Companies, 3565 Piedmont Road NE, Building 1, Suite 200, Atlanta, Georgia 30305 ("Assignor"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid by **CENTENNIAL BANK**, an Arkansas state-chartered bank, having an address at 12 East 49th Street, 28th Floor, New York, New York 10017 ("Assignee"), hereby collaterally assigns unto Assignee all of its right, title and interest in and to that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing described on Exhibit B attached hereto (as amended and restated to date and as same may hereafter be further amended, supplemented or restated from time to time, the "Mortgage"), covering the premises located in the City of Chicago, County of Cook and State of Illinois, as more particularly described on Exhibit A annexed hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto Assignee and its successors and assigns forever.

This is a collateral assignment, given solely for the purpose of securing: (1) Assignor's obligations to Assignee under that certain Credit and Security Agreement, dated as of June 13, 2023, between Assignor, as borrower, and Assignee, as lender (as the same may have been thereafter or may be hereafter amended, restated, modified, replaced or otherwise supplemented, the "Credit Agreement"); and (2) the obligations of Assignor and/or any of its affiliates under the Credit Documents (as defined in the Credit Agreement).

Upon the occurrence of an Event of Default under (and as defined in) the Credit Agreement or any other Credit Documents and/or the foreclosure by Assignee of Assignor's interest in all or any part of the Collateral (as such term is defined in the Credit Agreement) in accordance with the Credit Documents, Assignor's right, title and interest in and to the Mortgage and the related Mortgage Note (as such term is defined in the Credit Agreement) shall, at the option of Assignee, be transferred and assigned (the "Transfer") to the Assignee (without any additional action needing to be taken on the part of Assignee or any other Person), and in such event Assignor shall no longer enjoy any rights, title or interest in and to the Mortgage or the related Mortgage Note.

Assignor hereby represents and warrants to Assignee that (i) Assignor is the sole owner and holder of the aforementioned Mortgage and Mortgage Note, free and clear of all liens, charges and encumbrances other than those created by, or expressly permitted pursuant to, the Credit Documents, (ii) Assignor has full power and authority to assign the Mortgage and Mortgage Note to Assignee, (iii) this Collateral Assignment of Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing is enforceable against Assignor in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general principles of equity, and (iv) Assignor has obtained all necessary consents, approvals and authorizations required for its execution, delivery and performance of this Collateral Assignment of Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing.

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Assignor agrees that it will not take any action which is inconsistent with this Collateral Assignment of Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing, including, without limitation, any action amending, modifying or releasing the Mortgage or the related Mortgage Note, or make any other collateral assignment of the Mortgage or the related Mortgage Note without Assignee's prior written consent, except as otherwise expressly permitted pursuant to the Credit Agreement or the Credit Documents. Assignor shall, from time to time upon the reasonable request of Assignee, execute all instruments of further assurance and all such supplemental instruments with respect to this Collateral Assignment of Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing as Assignee may require.

From and after the date of the Transfer, Assignee hereby accepts this Assignment and, subject to the provisions hereof, agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations under the related Collateral Documents (as such term is defined in the Credit Agreement) required to be observed or performed by Assignor thereunder.

Assignee shall release this Collateral Assignment of Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing: (a) in connection with a voluntary release of the related Eligible Loan (as such term is defined in the Credit Agreement) pursuant to and in accordance with Section 4.03(a) of the Credit Agreement; and/or (b) upon satisfaction of all of the Obligations (as such term is defined in the Credit Agreement), other than those which may expressly survive repayment.

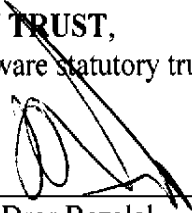
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IN WITNESS WHEREOF, the Assignor has duly executed this Collateral Assignment of Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing as of the date first above written.

ASSIGNOR:

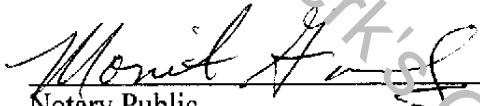
AFF V TRUST,
a Delaware statutory trust

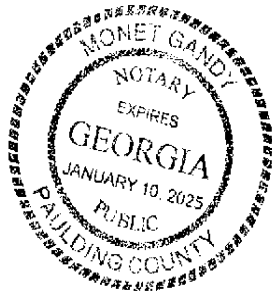
By: 
Name: Dror Bezalel
Title: Authorized Signatory

STATE OF *Georgia*)
) ss.
COUNTY OF *Fulton*)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Dror Bezalel, the Authorized Signatory of AFF V TRUST, a Delaware statutory trust, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Authorized Signatory, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19 day of December, 2023.


Notary Public
My Commission Expires: 1/10/25



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOTS 1 AND 2, TAKEN AS A TRACT, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, ALONG THE SOUTH LINE OF LOTS 1 AND 2, A DISTANCE OF 186.19 FEET; THENCE NORTH 0 DEGREES, 02 MINUTES, 05 SECONDS WEST 107.26 FEET TO THE NORTH LINE OF LOT 2; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, ALONG THE NORTH LINE OF LOTS 1 AND 2, A DISTANCE OF 186.65 FEET TO THE NORTHEAST CORNER OF LOT 1; THENCE SOUTH 0 DEGREES, 12 MINUTES, 49 SECONDS WEST, ALONG THE EAST LINE OF LOT 1, A DISTANCE OF 107.26 FEET TO THE SOUTHEAST CORNER OF SAID LOT BEING THE POINT OF BEGINNING OF THE HEREINABOVE DESCRIBED TRACT, ALL IN FERRY'S SUBDIVISION OF PART OF BLOCK 20 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965528, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") GRANTING A NON-EXCLUSIVE EASEMENT IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS AND TENANTS FROM TIME TO TIME OF THE AMERICAN PROPERTY AND THEIR RESPECTIVE TENANTS, SUBTENANTS, LICENSEES, CONCESSIONAIRES, SUPPLIERS, AGENTS, EMPLOYEES AND INVITEES THE EASEMENT AREA LOCATED UPON THE CHESTNUT PROPERTY FOR THE PURPOSE OF INGRESS AND EGRESS, DELIVERIES, LOADING AND UNLOADING, TRASH REMOVAL, TEMPORARY PARKING OF DELIVERY AND SERVICE TRUCKS AND VEHICLES, AND PROVIDING ACCESS TO AND FROM THE SERVICeways, CORRIDORS AND FREIGHT ELEVATORS LOCATED ON THE AMERICAN PROPERTY, AS AMENDED BY AMENDMENT TO EASEMENT AGREEMENT MADE BY AND BETWEEN 111 EAST CHESTNUT CONDOMINIUM ASSOCIATION AND GROSVENOR INTERNATIONAL (AMERICAN FREEHOLDS) LIMITED, AND BBCAF-VRC, LLC, DATED SEPTEMBER 25, 2013, AND RECORDED OCTOBER 2, 2013, AS DOCUMENT 1327516040, WHICH INCLUDES EXHIBIT C-1 WHICH SUPPLEMENTS BUT DOES NOT REPLACE ORIGINAL DEPICTION IN AGREEMENT.

PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965531, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP

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("AMERICAN FREEHOLDS") GRANTING A NON-EXCLUSIVE EASEMENT IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS FROM TIME TO TIME OF THE AMERICAN PROPERTY, THEIR RESPECTIVE TENANTS, SUBTENANTS, LICENSEES, CONCESSIONAIRES, SUPPLIERS, AGENTS, EMPLOYEES AND INVITEES, AN EASEMENT AND THE RIGHT AND PRIVILEGE TO USE THE EASEMENT AREA FOR: (I) PEDESTRIAN INGRESS AND EGRESS TO AND FROM THE FIFTH FLOOR OF THE RETAIL BUILDING, AND (II) THE CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE ABOVE DESCRIBED ENTRANCE AND DOORS (SUCH ENTRANCE IMPROVEMENTS AND DOORS, AND ALL REPLACEMENTS THEREOF, BEING HEREAFTER COLLECTIVELY CALLED THE "PEDESTRIAN ENTRANCE IMPROVEMENTS").

PARCEL 4:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 9396553), MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS FROM TIME TO TIME OF THE AMERICAN PROPERTY, A NON-EXCLUSIVE EASEMENT AND THE RIGHT AND PRIVILEGE TO USE THE EASEMENT AREA, IN COMMON WITH THE OWNERS, OCCUPANTS, TENANTS, AND INVITEES OF THE CHESTNUT PROPERTY AND THEIR SUCCESSORS AND ASSIGNS, FOR: (I) THE USE OF THE EASEMENT AS A MEANS OF EMERGENCY EGRESS FROM THE AMERICAN PROPERTY AND THE CHESTNUT PROPERTY, TO PEARSON STREET, AND (II) FOR THE CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE FIRE WALL AND ALARM EQUIPMENT AND SYSTEMS AS MAY BE REASONABLY LOCATED WITHIN THE EASEMENT AREA (SUCH WALL, DOORS, AND LIGHTING AND ALARM EQUIPMENT AND SYSTEMS, AND ALL REPLACEMENT THEREOF, BEING HERINAFTER COLLECTIVELY CALLED THE "EMERGENCY CORRIDOR IMPROVEMENTS").

PARCEL 5:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT DATED NOVEMBER 19, 1993 AND RECORDED NOVEMBER 26, 1993 AS DOCUMENT 93965529, MADE BY AND BETWEEN LASALLE NATIONAL TRUST, N.A., AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 20, 1993 AND KNOWN AS TRUST NUMBERS 118065 AND 118066 (COLLECTIVELY, THE "CHESTNUT TRUSTEE") AND AMERICAN FREEHOLDS, A NEVADA GENERAL PARTNERSHIP ("AMERICAN FREEHOLDS") IN FAVOR OF AMERICAN FREEHOLDS AND TO THE OWNERS FROM TIME TO TIME OF THE AMERICAN PROPERTY, AN EXCLUSIVE EASEMENT AND THE RIGHT AND PRIVILEGE TO USE THE EASEMENT AREA FOR THE OPERATION, MAINTENANCE, REPAIR, SERVICING, AND REPLACEMENT OF THE FIRE PROTECTION EQUIPMENT AND SYSTEMS, A STAIRWAY

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AND WATER MAIN SERVING PARCEL 1 LOCATED IN THE EASEMENT AREA WHICH SERVICE THE AMERICAN PROPERTY.

Common Address: 830 North Michigan Ave., Chicago, Illinois 60611

PIN: 17-03-225-029-0000

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EXHIBIT B

MORTGAGE SCHEDULE

1. Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing from 830 NMA OWNER LLC, a Delaware limited liability company in favor of AFF V NORTH MICHIGAN AVE, LP, a Delaware limited partnership, dated December 15, 2023 and to be recorded in the official records of the Cook County Recording Office.

2. Assignment of Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing from AFF V NORTH MICHIGAN AVE, LP, a Delaware limited partnership, in favor of AFF V Trust, a Delaware statutory trust, dated as of the date hereof, and to be recorded in the official records of the Cook County Recording Office.

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