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This document was prepared by, and after recording, return to:

Riemer & Braunstein LLP  
71 S. Wacker Drive, Suite 3515  
Chicago, Illinois 60606  
Attention: Michael F. McGuire, Esq.

Doc# 2411008002 Fee \$88.00  
ILRHSP FEE:\$18.00 RPRF FEE:\$1.00  
BLANKET FEE:\$75.00  
KAREN A. YARBROUGH  
COOK COUNTY CLERK'S OFFICE  
DATE: 4/19/2024 9:22 AM  
PAGE: 1 OF 16

**Permanent Tax Index Number:**

05-27-201-010-0000, 05-27-201-011-0000, 05-27-201-012-0000, 05-27-201-028-0000, 05-27-201-029-0000, 05-27-201-031-0000, 05-27-201-032-0000, 05-27-201-033-0000, 05-27-201-034-0000, 05-27-201-035-0000, 05-27-201-036-0000, 05-27-201-040-1056, 05-27-201-040-1057, 05-27-201-040-1058, 05-27-201-040-1059, 05-27-201-040-1060, and 05-27-201-040-1061.

**Property Address:**

1447 and 1515 Sheridan Road; 1609 and 1705 10th Street; and 1625 Sheridan Road, Units C-1, C-2, C-3, C-4, C-5 and C-6, Wilmette, Illinois 60091

CCHFT230624/LT - DS (3 of 10)

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**AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS**

This **AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS** dated as of April 17, 2024 (this "Assignment"), is executed by **PLAZA DEL LAGO OWNER LLC**, a Delaware limited liability company ("SC Borrower"), **PLAZA DEL LAGO CONDOS LLC**, a Delaware limited liability company ("Condo Borrower") **PLAZA DEL LAGO VP LLC**, a Delaware limited liability company ("VP Borrower" and, together with SC Borrower and Condo Borrower, individually and collectively as the context may require, jointly and severally, "Assignor"), each having an address at c/o WS Development, 33 Boylston Street, Chestnut Hill, Massachusetts 02467, to and for the benefit of **SILICON VALLEY BANK, A DIVISION OF FIRST-CITIZENS BANK & TRUST COMPANY**, as administrative agent (as successor to Old Second National Bank, a national banking association in such capacity) (together with its successors and assigns, "Administrative Agent") for itself and the other Lenders (as hereinafter defined), whose address is 53 State Street, 28th Floor, Boston, Massachusetts 02109.

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## RECITALS:

A. Each Assignor is the owner of its respective portion of certain real property located in Cook County, Illinois more particularly described on Exhibit A attached hereto ("Property").

B. Pursuant to that certain Amended and Restated Syndicated Construction Loan Agreement of even date herewith (together with all renewals, amendments, modifications, increases and extensions thereof, the "Loan Agreement"), by and among Assignor, Administrative Agent and those certain other financial institutions that are or may become, from time to time, parties thereto (collectively with their respective successors and assigns, the "Lenders"), the Lenders have agreed to make a loan to Assignor in the maximum principal amount of \$65,000,000.00 (the "Loan"). The Loan is evidenced by those certain Amended and Restated Promissory Notes of even date herewith from Assignor and payable to each Lender in the original aggregate principal amount of \$65,000,000.00 (together with all renewals, amendments, modifications, increases and extensions thereof, collectively the "Notes").

C. The Loan is secured by: (i) that certain Amended and Restated Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents of even date herewith on the Property (the "Mortgage"), and (ii) certain other documents evidencing or securing the Loan (together with the Notes, the Loan Agreement and the Mortgage, as amended, modified, replaced or restated from time to time as permitted therein, the "Loan Documents").

D. The obligations of Assignor under the Loan Agreement, the Notes, the Mortgage, this Assignment, and the other Loan Documents are collectively referred to herein as the "Obligations".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

## AGREEMENTS:

1. Definitions. As used herein, the following terms shall have the following meanings:

"Commercial Lease" means any Lease except a Residential Lease.

"Event of Default" means (i) any default hereunder, after the expiration of any notice, grace and/or cure periods expressly provided for herein and (ii) an Event of Default, as defined in the Loan Agreement.

"Leases" means all leases, subleases, rental contracts, occupancy agreements, licenses and other arrangements (in each case whether existing now or in the future) pursuant to which any person or entity occupies or has the right to occupy or use any portion of the Property, and includes (a) any supplement, modification, amendment, renewal or extension of any Lease and (b) any security or guaranty for any Lease.

"Lessees" means the lessees under the Leases or any subtenants or occupants of the Property.

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“Rents” means all rents, issues, income, revenues, royalties, profits and other amounts now or in the future payable under any of the Leases, including those past due and unpaid.

“Material Lease” shall have the meaning given in the Loan Agreement.

“Residential Lease” means any Lease of an individual residential unit in the Property.

Capitalized terms used in this Assignment and not otherwise defined are used as defined in the Loan Agreement.

2. Assignment. As security for the payment of the Obligations, each Assignor hereby grants, transfers, sets over and assigns to the Administrative Agent, all of the respective right, title and interest of such Assignor in and to (i) all of the Rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the land legally described in Exhibit “A” attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the “Premises”), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any Lease; (ii) all Leases now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; and (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof. This Assignment is an absolute transfer and assignment of the foregoing interests to the Administrative Agent given to secure:

(a) the payment by the Assignor when due of (i) the indebtedness evidenced by the Notes and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and Obligations that may be due and owing to the Administrative Agent or Lenders by the Assignor under or with respect to the Loan Documents; and (iii) all costs and expenses paid or incurred by the Administrative Agent in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys’ fees; and

(b) the observance and performance by the Assignor of the covenants, conditions, agreements, representations, warranties and other liabilities and Obligations of the Assignor or any other obligor to or benefiting the Administrative Agent which are evidenced or secured by or otherwise provided in the Notes, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof as permitted herein or therein.

3. Representations and Warranties of the Assignor. Each Assignor hereby represents and warrants to Administrative Agent that, as of the date hereof, with respect to those Leases affecting that portion of the Property owned by such Assignor and the Rents therefrom: (a) Assignor is the owner of the entire lessor’s interest in each of the Leases, with right and title to assign the Leases and Rents subject to the terms of each Lease; (b) to Assignor’s actual knowledge, the Leases are valid, enforceable and in full force and effect, subject to bankruptcy, insolvency and similar laws of general applicability affecting the rights and remedies of creditors, and have

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not been materially modified or amended, or terminated; (c) Assignor has not made any assignments or pledges of the Leases or of the Rents that presently remains in effect except to Administrative Agent and no other party presently has any right, title or interest in the landlord's or lessor's interest under Leases or to the Rents except Administrative Agent and in respect of Permitted Encumbrances; (d) Assignor has not received any written notice of any material defaults under the provisions of the Leases on the part of the lessor and to Assignor's actual knowledge, there are no existing defaults in the payment of base rent continuing for more than thirty (30) days or material non-monetary default under the provisions of the Leases on the part of the Lessee thereunder except as previously disclosed to Administrative Agent in writing; (e) to Assignor's actual knowledge, no Lessee has any defense, set-off or counterclaim against Assignor except as previously disclosed to Administrative Agent in writing; (f) except as disclosed in writing to Administrative Agent, no Lessee has any purchase option or first refusal right or any right or option for additional space with respect to the Property; (g) Assignor has not accepted prepayments of installments of Rent or any other charges under any Lease for a period of more than one (1) month in advance, except for (i) the first month's Rent due and payable under the execution of the applicable Lease, (ii) estimated payments in respect of taxes, insurance, common area maintenance and the like and (iii) security or similar deposits; and (h) to Assignor's actual knowledge, except as otherwise disclosed to Administrative Agent in writing, all work required to be performed by Assignor, as landlord, as of the date hereof under any Lease has been completed in accordance with the provisions of the Lease.

4. Covenants of the Assignor. The Assignor covenants and agrees that so long as this Assignment shall be in effect:

(a) the Assignor shall not enter into any Material Lease for any portion of the Premises or any portion thereof unless the Assignor obtains the Required Lenders' prior written consent therefor as and to the extent required by the Loan Agreement;

(b) the Assignor shall observe and perform all of the material covenants, terms, conditions and agreements contained in the Commercial Leases to be observed or performed by the lessor thereunder such that the Assignor's ability to perform its obligations under the Loan Documents is not materially and adversely affected. Except to the extent permitted by the Loan Documents or the applicable Lease, the Assignor shall not (i) release the liability of any tenant under any Material Lease, (ii) consent to any tenant's withholding of Rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any tenant's claim of a total or partial eviction under a Material Lease, (iv) consent to a tenant termination or cancellation of any Material Lease, except as specifically provided therein or as permitted under the Loan Agreement, or (v) enter into any oral leases with respect to all or any portion of the Premises;

(c) Assignor shall not collect any of the Rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due and payable, except for (i) the first month's Rent due and payable under the execution of the applicable Lease, (ii) estimated payments in respect of taxes, insurance, common area maintenance and the like and (iii) security or similar deposits;

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(d) the Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all Rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;

(e) the Assignor shall not materially modify the terms and provisions of any Material Lease, nor shall the Assignor cancel or terminate any Material Lease, except after a default by Lessee thereunder and provided such act does not materially and adversely affect Assignor's ability to perform its obligations under the Loan Documents, without the Required Lenders' prior written consent, in Required Lenders' reasonable discretion, as and to the extent required under the Loan Agreement. For purposes of this section, "materially modify" shall mean any decrease in the rent (including any additional rent or pass-through costs), a reduction or extension of the lease term by more than one hundred eighty (180) days, the grant of any purchase option or right of first refusal or first option to purchase all or any portion of the Property, any modification of the lease guaranty, or any modification that otherwise materially increases the obligations of landlord under the Material Lease or materially decreases the rights of landlord under the Material Lease;

(f) the Assignor shall not accept a surrender of any Material Lease except as provided or permitted under such Material Lease; any termination fees payable under a Lease for the early termination or surrender thereof, to the extent in excess of \$500,000, shall be placed into a reserve account by the Assignor to be disbursed to and used by the Assignor for costs and expenses of the Premises (or to reimburse Assignor therefor);

(g) the Assignor shall not materially alter, modify or change the terms of any guaranty of any Material Lease or cancel or terminate any such guaranty;

(h) except in the ordinary course of business for a Residential Lease, the Assignor shall not waive or excuse the obligation to pay Rent under any Lease;

(i) the Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Material Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all reasonable costs and expenses of the Administrative Agent, including court costs and reasonable outside attorneys' fees, in any such action or proceeding related to a Material Lease in which the Administrative Agent may appear;

(j) the Assignor shall give prompt notice to the Administrative Agent of any written notice (which shall include e-mail) of any material default by the lessor under any Material Lease received from any tenant or guarantor thereunder;

(k) the Assignor shall promptly notify the Administrative Agent of any default in the payment of base rent under a Material Lease continuing for more than thirty (30) days or material non-monetary default by the tenant or guarantor under any such Material Lease;

(l) the Assignor shall not consent to any of the Leases becoming subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;

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(m) intentionally omitted;

(n) If any tenant under any Material Lease is or becomes 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 Material Leases assigned hereby, the Assignor covenants and agrees that if any such Material Lease is so terminated or rejected, no settlement for damages shall be made without the reasonable prior written consent of the Required Lenders. The proceeds of such settlement, to the extent in excess of \$500,000, shall be placed into a reserve account to be disbursed to and used by the Assignor for the costs and expenses of the Premises (or to reimburse Borrower therefor); and

(o) Not later than forty (45) days after the end of each calendar year, the Assignor shall deliver to the Administrative Agent a certified rent roll for the Premises as of the last day of such period in the form previously delivered to Administrative Agent or another form reasonably satisfactory to the Administrative Agent.

5. Rights Prior to Default. Unless or until an Event of Default (as defined in Section 7) shall occur and be continuing, the Assignor shall have the right to collect, at the time (but in no event more than thirty days in advance) provided for the payment thereof, all Rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence and during the continuance of an Event of Default, the Assignor's right to collect such Rents, issues, income and profits shall immediately terminate without further notice thereof to the Assignor. The Administrative Agent shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

6. License. Except as hereinafter set forth, Assignor shall have a license ("License") to collect the Rents accruing under the Leases as they become due, to take all actions of landlord under the Leases, and to enforce the Leases. The License shall automatically be suspended upon the occurrence and during the continuance of an Event of Default and shall be automatically reinstated at such time as the Event of Default no longer exists. Assignor covenants and agrees that in exercising its License it shall apply the Rents in accordance with the Loan Agreement.

7. Events of Default. An "Event of Default" shall occur under this Assignment upon the occurrence of (a) a breach by the Assignor of any of the covenants, agreements, representations, warranties or other provisions hereof which is not cured or waived within the applicable notice, grace and/or cure period, if any, set forth in the Mortgage, or (b) any other Event of Default described in the Notes, the Mortgage or any of the other Loan Documents.

8. Rights and Remedies Upon Default. At any time upon or following, and during the continuance of, any Event of Default, the Administrative Agent, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on the Assignor, without regard to the adequacy of the security for the Obligations secured hereby, without releasing the Assignor or any guarantor of the Notes from any Obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents. Upon the occurrence and during the continuance of an Event of Default,

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Assignor's License to collect Rents shall immediately be suspended as provided in Section 6 above, unless Administrative Agent shall otherwise notify Assignor in writing that such License is not being suspended by Administrative Agent. To the extent permitted by applicable law, Administrative Agent shall thereupon be authorized at its option to enter and take possession of all or part of the Property, in person or by agent, employee or court appointed receiver, and to perform all acts necessary for the operation and maintenance of the Property in the same manner and to the same extent that Assignor might reasonably so act to the fullest extent permitted by applicable law and Assignor hereby waives any right to assert that any such entry constitutes a trespass. In furtherance thereof, Administrative Agent shall be authorized, but under no obligation, to collect the Rents arising from the Leases, and to enforce performance of any other terms of the Leases including, but not limited to, Assignor's rights to fix or modify Rents, sue for possession of the leased premises, relet all or part of the leased premises, and collect all Rents under such new Leases. Assignor shall also pay to Administrative Agent, promptly during the continuance of any Event of Default: (a) all Rent prepayments and security or other deposits paid to Assignor pursuant to any Lease assigned hereunder together with interest on all security deposits actually received by Assignor to the extent required to be paid under the Residential Leases or by applicable law; and (b) all charges for services or facilities or for escalations which have theretofore been paid pursuant to any such Lease to the extent allocable to any period from and after such Event of Default. Administrative Agent will, after payment of all proper costs, charges and any damages, apply the net amount of such Rents to be Obligations. Administrative Agent shall have sole discretion as to the manner in which such Rents are to be applied, the reasonableness of the costs to which they are applied, and the items that will be credited thereby.

9. Application of Proceeds. All sums collected and received by the Administrative Agent out of the Rents, issues, income and profits of the Premises following the occurrence and during the continuance of any one or more Events of Default shall be applied in accordance with the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq., Illinois Compiled Statutes) and, unless otherwise specified in such act, as provided in the Loan Agreement.

10. Limitation of the Administrative Agent's Liability. The Administrative Agent shall not be liable for any loss sustained by the Assignor resulting from the Administrative Agent's failure to let the Premises or from any other act or omission of the Administrative Agent in managing, operating or maintaining the Premises following the occurrence and during the continuance of an Event of Default. The Administrative Agent shall not be obligated to observe, perform or discharge, nor does the Administrative Agent hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of the Assignor under or by reason of this Assignment unless and until it takes actual possession of the Premises pursuant to the provisions hereof or the Mortgage. The Assignor shall and does hereby agree to indemnify, defend (using counsel reasonably satisfactory to the Administrative Agent) and hold the Administrative Agent and Lenders harmless from and against any and all liability, loss or damage which the Administrative Agent or Lenders may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against the Administrative Agent or the Lenders by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall the Assignor be liable for any liability, loss or damage which the Assignor incurs as a result of the Administrative Agent's

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or a Lender's gross negligence or willful misconduct. Should the Administrative Agent or a Lender incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof (but, in each case, except in a dispute between Administrative Agent and/or Lender, on the one hand, and Borrower and/or Guarantor, on the other hand, in which Borrower and/or Guarantor is the prevailing party), including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by the Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon the Administrative Agent for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make the Administrative Agent responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Mortgage, and no exercise by the Administrative Agent of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting the Administrative Agent a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by the Administrative Agent pursuant to the provisions hereof or of the Mortgage.

11. Power of Attorney. In furtherance of the purposes of this Assignment, Assignor hereby appoints Administrative Agent as Assignor's attorney-in-fact, with full authority in the place of Assignor, at the option of Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, and in the name of Assignor or Administrative Agent, to (a) collect, demand and receive the Rents and other amounts payable under any Lease; (b) bring suit and take other action to enforce the Commercial Leases; (c) enforce, supplement, modify, amend, renew, extend, terminate and otherwise administer the Commercial Leases and deal with Lessees in relation to the Commercial Leases; (d) give notices, receipts, releases and satisfactions with respect to the Leases and the Rents and other amounts payable under any Lease; and (e) take such other action as Administrative Agent may reasonably deem necessary or advisable in connection with the exercise of any right or remedy or any other action taken by Administrative Agent under this Assignment.

12. No Mortgagee in Possession; No Other Liability. The mere acceptance by Administrative Agent of this Assignment, with all of the rights, power, privileges and authority so created, shall not, to the extent permitted by applicable law, prior to entry upon and taking of possession of the Premises by Administrative Agent, be deemed or construed to: (a) constitute Administrative Agent as a mortgagee in possession nor place any responsibility upon Administrative Agent for the care, control, management or repair of the Premises, nor shall it operate to make Administrative Agent responsible or liable for any waste committed on the Premises by any Lessee, occupant or other party, or for any dangerous or defective condition of the Premises, nor thereafter at any time or in any event obligate Administrative Agent to appear in or defend any action or proceeding relating to the Leases or to the Premises; (b) require Administrative Agent to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases; or (c) require Administrative Agent to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by Lessees and not assigned and delivered to Administrative Agent.



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Administrative Agent shall not be liable in any way for any injury or damage to person or property sustained by any person in or about the Premises unless caused by its gross negligence or willful misconduct.

13. No Waiver. Nothing contained in this Assignment and no act done or omitted to be done by the Administrative Agent pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by the Administrative Agent of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of the Administrative Agent under the terms and provisions of such instruments, and the Administrative Agent may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. The Administrative Agent may take or release any other security for the performance of the Obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the Obligations secured hereby without prejudice to any of its rights and powers hereunder.

14. Further Assurances. The Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as the Administrative Agent may designate) and shall do or cause to be done such further acts, as the Administrative Agent may request, in order to permit the Administrative Agent to perfect, protect, preserve and maintain the assignment made to the Administrative Agent by this Assignment.

15. Security Deposits. The Assignor acknowledges that the Administrative Agent has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that the Administrative Agent assumes no responsibility or liability for any security so deposited.

16. Severability. If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the Administrative Agent and the Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

17. Successors and Assigns. This Assignment is binding upon the Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of the Administrative Agent under this Assignment shall inure to the benefit of the Administrative Agent and Lenders and their successors and assigns.

18. Written Modifications. This Assignment shall not be amended, modified or supplemented without the written agreement of the Assignor and the Administrative Agent at the time of such amendment, modification or supplement.

19. Duration. This Assignment shall become null and void at such time as the Assignor shall have paid the principal sum of the Notes, together with all interest thereon, and shall have

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fully paid and performed all of the other Obligations secured hereby and by the other Loan Documents.

20. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Property is located.

21. Notices. All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of the Assignor and the Administrative Agent, as the case may be, as specified in the Loan Agreement.

22. WAIVER OF TRIAL BY JURY. ASSIGNOR AND ADMINISTRATIVE AGENT AND LENDERS HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG ASSIGNOR AND ADMINISTRATIVE AGENT ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT, OR ANY RELATIONSHIP BETWEEN ASSIGNOR AND ADMINISTRATIVE AGENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO ADMINISTRATIVE AGENT TO PROVIDE THE LOAN DESCRIBED HEREIN AND IN THE OTHER LOAN DOCUMENTS.


23. JURISDICTION AND VENUE. ASSIGNOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY ASSIGNOR AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS ASSIGNMENT SHALL BE LITIGATED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS OR IF ADMINISTRATIVE AGENT INITIATES SUCH ACTION, ANY COURT IN WHICH ADMINISTRATIVE AGENT SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. ASSIGNOR HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY ADMINISTRATIVE AGENT IN ANY OF SUCH COURTS, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO ADMINISTRATIVE AGENT AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO THIS ASSIGNMENT. ASSIGNOR WAIVES ANY CLAIM THAT COOK COUNTY, ILLINOIS OR THE NORTHERN DISTRICT OF ILLINOIS IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. THE EXCLUSIVE CHOICE OF FORUM FOR ASSIGNOR SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY ADMINISTRATIVE AGENT OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY ADMINISTRATIVE AGENT OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND ASSIGNOR HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

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IN WITNESS WHEREOF, the Borrower has executed and delivered this Amended and Restated Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents the day and year first above written.

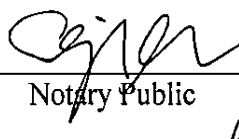
**PLAZA DEL LAGO OWNER LLC,**  
a Delaware limited liability company

By:   
Name: Richard A. Marks  
Title: Authorized Signatory

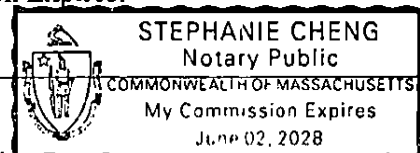
COMMONWEALTH OF MASSACHUSETTS )  
) SS.  
COUNTY OF MIDDLESEX )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Richard A. Marks, the Authorized Signatory of **PLAZA DEL LAGO OWNER LLC**, a Delaware limited liability company, 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 8 day of April, 2024.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:



[Signatures Continue on Following Page]

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**PLAZA DEL LAGO CONDOS LLC,**  
a Delaware limited liability company

By: Richard A. Marks  
Name: Richard A. Marks  
Title: Authorized Signatory

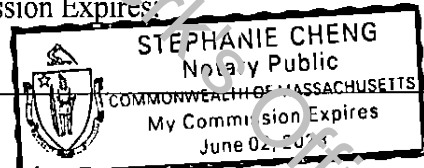
COMMONWEALTH OF MASSACHUSETTS )  
  ) SS.  
COUNTY OF MIDDLESEX )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Richard A. Marks, the Authorized Signatory of **PLAZA DEL LAGO CONDOS LLC**, a Delaware limited liability company, 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/she signed and delivered the said instrument as his/her 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 8 day of April, 2024.

Stephanie Cheng  
Notary Public

My Commission Expires: \_\_\_\_\_



[Signatures Continue on Following Page]

# UNOFFICIAL COPY

**PLAZA DEL LAGO VP LLC,**  
a Delaware limited liability company

By: Richard A. Marks  
Name: Richard A. Marks  
Title: Authorized Signatory

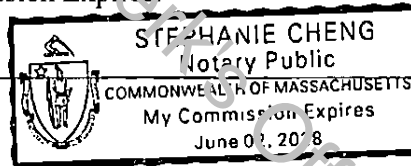
COMMONWEALTH OF MASSACHUSETTS )  
 ) SS.  
COUNTY OF MIDDLESEX )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Richard A. Marks, the Authorized Signatory of **PLAZA DEL LAGO VP LLC**, a Delaware limited liability company, 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/she signed and delivered the said instrument as his/her 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 8 day of April, 2024.

Stephanie Cheng  
Notary Public

My Commission Expires:



# UNOFFICIAL COPY

## EXHIBIT "A"

### LEGAL DESCRIPTION OF REAL ESTATE

#### TRACT 1:

##### PARCEL 1:

LOTS 1, 2, 3, 4, 5, 6 AND 7 IN FOUFAS STEFAN RESUBDIVISION OF PART OF THE EAST HALF OF FRACTIONAL SECTION 27, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPT THAT PART OF LOT 7 CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION FOR ROAD PURPOSES IN THE WARRANTY DEED RECORDED AUGUST 27, 2007 AS DOCUMENT 0723946063 AND DEPICTED AS PARCEL OGC0001 IN THE DOCUMENT RECORDED DECEMBER 19, 2007 AS DOCUMENT 0735315000.

##### PARCEL 2:

LOT 2 IN ANTOINETTE GAGE'S SUBDIVISION OF LOT 1 IN BLOCK 1 IN SUBDIVISION OF BLOCKS 1 AND 2 IN GAGE'S ADDITION TO THE VILLAGE OF WILMETTE, IN THE NORTHEAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 27, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT 7639900, AND ALSO

THE NORTHWESTERLY 45 FEET OF LOT 4 IN ANTOINETTE GAGE'S SUBDIVISION OF LOT 1 IN BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1 AND 2 OF GAGE'S ADDITION TO VILLAGE OF WILMETTE IN THE NORTHEAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 27, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING THAT PART OF SAID LOT 4 IN SAID ANTOINETTE GAGE'S SUBDIVISION AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 4 BEING THE INTERSECTION OF THE NORTHWESTERLY LINE OF SAID LOT 4 WITH THE NORTHEASTERLY LINE OF SAID LOT 4 (SAID NORTHEASTERLY LINE BEING ALSO THE WESTERLY LINE OF SHERIDAN ROAD) THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 4, A DISTANCE OF 162.4 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 4 (SAID SOUTHWESTERLY LINE OF SAID LOT 4 BEING ALSO THE NORTHEASTERLY LINE OF AN ALLEY); THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 4, A DISTANCE OF 45 FEET; THENCE NORTHEASTERLY ALONG A LINE PARALLEL WITH THE NORTHWESTERLY LINE OF LOT 4, A DISTANCE OF 162.4 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 4; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 4, A DISTANCE OF 45 FEET TO PLACE OF BEGINNING, IN WILMETTE, IN COOK

# UNOFFICIAL COPY

COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY:

ADDRESS: 1447 and 1515 Sheridan Road, Wilmette, IL 60091; and 1609 and 1705 10th Street, Wilmette, IL 60091

PIN(S): 05-27-201-011-0000, 05-27-201-012-0000, 05-27-201-028-0000, 05-27-201-029-0000, 05-27-201-031-0000, 05-27-201-032-0000, 05-27-201-033-0000, 05-27-201-034-0000, 05-27-201-035-0000, and 05-27-201-036-0000

## TRACT 2:

COMMERCIAL UNITS C-1, C-5 AND C-6 IN 1625 SHERIDAN ROAD CONDOMINIUM FORMERLY KNOWN AS 1625 SHERIDAN HOUSE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT "A" IN D. J. L. WALTHER'S CONSOLIDATION IN THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS (RECORDED APRIL 23, 1971 AS DOCUMENT NUMBER 21458249) BEING ALSO DESCRIBED AS LOT 2 IN BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1 AND 2 OF GAGE'S ADDITION TO THE VILLAGE OF WILMETTE AND OF THE WEST 40 FEET WEST OF AND ADJOINING THE WEST LINE OF BLOCK 2 THEREOF IN A SUBDIVISION OF SECTIONS 27 AND 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 28, 1895 AS DOCUMENT NUMBER 2269816 IN COOK COUNTY, ILLINOIS, AND LOT 4 (EXCEPT THE NORTH WESTERLY 45 FEET) IN ANTOINETTE GAGE'S SUBDIVISION OF LOT 1 IN BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1 AND 2 IN GAGE'S ADDITION TO VILLAGE OF WILMETTE IN THE NORTH EAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25291029, AS AMENDED, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND TOGETHER WITH PARKING SPACES 50, 60 AND 65.

FOR INFORMATIONAL PURPOSES ONLY:

ADDRESS: 1625 Sheridan Road, Units C-1, C-5, and C-6, Wilmette, IL 60091

PIN(S): 05-27-201-040-1056, 05-27-201-040-1060, and 05-27-201-040-1061

## TRACT 3:

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COMMERCIAL UNITS C-2, C-3 AND C-4 IN 1625 SHERIDAN ROAD CONDOMINIUM FORMERLY KNOWN AS 1625 SHERMAN HOUSE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT "A" IN D. J. L. WALTHER'S CONSOLIDATION IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (RECORDED APRIL 23, 1971 AS DOCUMENT 21458249) BEING ALSO DESCRIBED AS LOT 2 IN BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1 AND 2 OF GAGE'S ADDITION TO THE VILLAGE OF WILMETTE AND OF THE WEST 40 FEET WEST OF AND ADJOINING THE WEST LINE OF BLOCK 2 THEREOF IN A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 28, 1895, AS DOCUMENT 2269816, IN COOK COUNTY, ILLINOIS AND LOT 4 (EXCEPT THE NORTHWESTERLY 45 FEET) IN ANTONIETTE GAGE'S SUBDIVISION OF LOT 1 IN BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1 AND 2 IN GAGE'S ADDITION TO VILLAGE OF WILMETTE IN THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25291029, AS AMENDED TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AND TOGETHER WITH PARKING SPACES 61, 63 AND 64.

FOR INFORMATIONAL PURPOSES ONLY:

ADDRESS: 1625 Sheridan Road, Units C-2, C-3, and C-4 Wilmette, IL 60091

PIN(S): 05-27-201-040-1057, 05-27-201-040-1058, and 05-27-201-040-1059

## TRACT 4:

LOT 3 IN ANTONIETTE GAGE'S SUBDIVISION OF LOT 1 IN BLOCK 1 IN SUBDIVISION OF BLOCKS 1 AND 2 IN GAGE'S ADDITION TO THE VILLAGE OF WILMETTE, IN THE NORTHEAST FRACTIONAL QUARTER OF FRACTIONAL SECTION 27, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY:

ADDRESS: Vacant Land

PIN(S): 05-27-201-010-0000