

# UNOFFICIAL COPY

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CEDRIC GILES

COOK COUNTY CLERK'S OFFICE

Date 6/14/2024 10:59 AM Pg: 1 of 10

This Instrument Prepared by  
and to be Returned to:

Barack Ferrazzano Kirschbaum  
& Nagelberg LLP  
200 West Madison Street, Suite 3900  
Chicago, Illinois 60606  
Attention: T. Randall Graeb

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## ASSIGNMENT OF LEASES AND RENTS

from

**THE CUBES AT ORD, LLC,**  
a Delaware limited liability company

to and in favor of

**WHEATON BANK & TRUST COMPANY, N.A.,**  
a national banking association and subsidiary of Wintrust Financial Corporation,  
and Lead Arranger and Administrative Agent,  
as Administrative Agent

Dated as of June 13, 2024

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When Recorded Return To: Cohen  
First American Title Insurance Company  
National Commercial Services  
101 S. Hanley Rd., Suite 575  
St. Louis, Missouri 63105  
File No. NCS- 1217904

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**THIS ASSIGNMENT OF LEASES AND RENTS** (as the same may be amended, supplemented or otherwise modified from time to time, this “**Assignment**”) is made as of June 13, 2024, by and from **THE CUBES AT ORD, LLC**, a Delaware limited liability company (“**Assignor**”), to and for the benefit of **WHEATON BANK & TRUST COMPANY, N.A.**, a national banking association and subsidiary of Wintrust Financial Corporation, in its capacity as contractual representative of the Lenders (as defined below) (in such capacity, “**Administrative Agent**”).

## RECITALS:

A. Assignor is the owner of certain real property located in Cook County, State of Illinois, more particularly described in Exhibit A attached hereto.

B. Assignor, Administrative Agent and the Lenders entered into a certain loan arrangement (the “**Loan**”) pursuant to that certain Construction Loan and Security Agreement dated as of even date herewith, by and between Assignor, each of the financial institutions identified on Schedule 1 attached thereto as lenders (the “**Lenders**”) and the Administrative Agent (as amended, modified and restated from time to time, the “**Loan Agreement**”), which Loan is evidenced by those certain Promissory Notes dated as of even date herewith, made by Assignor in favor of the Lenders (as each of same may be amended, restated or modified from time to time, including, without limitation, any replacement notes, collectively, the “**Note**”), pursuant to which the Lenders made a loan to Assignor in the aggregate maximum principal amount of Eight Million Two Hundred Thousand and No/100 Dollars (\$8,200,000.00).

C. The Obligations (as defined in the Loan Agreement) are secured, among other items, by (i) a certain Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents (as amended, modified and restated from time to time, the “**Mortgage**”), dated as of even date herewith, executed and delivered by Assignor for the benefit of the Administrative Agent, encumbering certain interests in real and personal property as more particularly described on Exhibit A attached hereto (the “**Property**”); (ii) a certain Guaranty of Completion dated as of even date herewith from Guarantor (as amended, modified, and restated from time to time, the “**Completion Guaranty**”), for the benefit of the Administrative Agent; (iii) a certain Guaranty of Non-Recourse Carve-Outs dated as of even date herewith from Guarantor (as amended, modified, and restated from time to time, the “**Non-Recourse Guaranty**”, together with the Completion Guaranty, the “**Guaranty**”), for the benefit of the Administrative Agent; and (iv) certain other documents securing repayment of the Note (together with the Mortgage, this Assignment, the Loan Agreement, the Guaranty, the Note, and all other documents evidencing or securing the Loan the “**Loan Documents**”). All of the agreements, conditions, covenants, provisions and stipulations contained in the Loan Agreement and the Loan Documents are hereby made a part of this Assignment to the same extent and with the same force and effect as if they were fully set forth herein and Assignor covenants and agrees to keep and perform them, or cause them to be kept and performed, strictly in accordance with their terms.

D. Assignor is required as a condition to the making of the Loan to transfer and assign to the Administrative Agent all of Assignor’s right, title and interest in, to and under the Leases and Rents (as defined below).

## AGREEMENT:

NOW, THEREFORE, as an inducement to make the Loan, Assignor hereby represents, warrants, covenants and agrees as follows:

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

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“**Event of Default**” means 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.

“**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.

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 and performance of the Obligations, Assignor hereby absolutely and unconditionally transfers, sets over and assigns to the Administrative Agent all present and future right, title and interest of Assignor in, to and under the Leases and the Rents, together with all advance payments, security deposits and other amounts paid or payable to or deposited with Assignor under any of the Leases and all other rights and interests of Assignor under or in respect of any of the Leases. This Assignment is intended to be and is an absolute present assignment from Assignor to the Administrative Agent, it being intended hereby to establish a complete and present transfer of all Leases and Rents with the right, but without the obligation, to collect all Rents.

3. **License.** Except as hereinafter set forth, Assignor shall have a license to collect the Rents accruing under the Leases as they become due (“**License**”), but not in advance, and to enforce the Leases. Subject to Section 8.1 hereof, the License shall automatically be revoked, at the Administrative Agent’s option, upon the occurrence of an Event of Default. Assignor covenants and agrees that in exercising its License it shall hold all Rents in trust and shall apply the same first to the payment of the reasonable expenses of owning, maintaining, repairing, operating and renting the Property, and then to payment of the Obligations, in each case except to the extent otherwise permitted under the Loan Agreement.

4. **Representations and Warranties.** Assignor hereby represents and warrants to the Administrative Agent that: (a) Assignor is the absolute owner of the entire lessor’s interest in each of the Leases, with absolute right and title to assign the Leases and the Rents; (b) the Leases, if any, are valid, enforceable and in full force and effect; (c) there are no outstanding assignments or pledges of the Leases or of the Rents and no other party has any right, title or interest in the Leases or the Rents; (d) there are no existing defaults under the provisions of the Leases on the part of the lessor and to Assignor’s knowledge, there are no existing defaults under the provisions of the Leases on the part of Lessees thereunder; (e) to Assignor’s knowledge, no Lessee has any defense, set-off or counterclaim against Assignor; (f) 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 security or similar deposits; and (h) as applicable under the Lease, 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.

## 5. **Covenants of Assignor.**

5.1 **New Leases and Lease Terminations and Modifications.** Except as may be otherwise expressly permitted under the Loan Agreement, Assignor shall not enter into, cancel, surrender or terminate (except as a result of a material default by Lessees thereunder and failure of such Lessee to

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cure the default within the applicable time periods set forth in the Lease), amend or modify any Lease, or make any subsequent assignment or pledge of a Lease, or consent to the subordination of the interest of any Lessee in any Lease, or consent to any assignment by and Lessee or any subletting, without the prior written consent of the Administrative Agent. Any attempt to do any of the foregoing without the prior written consent of the Administrative Agent (if such consent is required) shall be null and void.

5.2 Performance under Leases. Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Assignor shall not do or suffer to be done anything to impair the security thereof. Assignor shall not (a) release the liability of any Lessee or any guaranty thereof for any Lease, (b) consent to any Lessee's withholding of rent or making monetary advances and off-setting the same against future rentals with respect to any Lease, (c) consent to any Lessee's claim of a total or partial eviction under any Lease, (d) consent to a termination or cancellation of any Lease, or (e) enter into any oral leases with respect to all or any portion of the Property;

5.3 Collection of Rents. Assignor shall not collect any of the Rents, issues, income or profits assigned hereunder more than one (1) month in advance of the time when the same shall become due, except for security or similar deposits;

5.4 Further Assignment. 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, except as specifically permitted by the Loan Documents;

5.5 Lease Guaranty. Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law;

5.6 Waive Rental Payments. Assignor shall not waive or excuse the obligation to pay rent under any Lease;

5.7 Defending Actions. 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 Lease or the obligations, duties or liabilities of the lessor or any Lessee or guarantor thereunder, and shall pay all costs and expenses of the Administrative Agent, including court costs and reasonable attorneys' fees, in any such action or proceeding in which the Administrative Agent may appear;

5.8 Enforcement. Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by Lessees and guarantors thereunder;

5.9 Notice. Assignor shall immediately notify the Administrative Agent of any material breach by a Lessee or guarantor under any Lease;

5.10 Subordination. Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent; and

5.11 Bankruptcy of Lessee. If any Lessee 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 Leases assigned hereby, Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be

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made without the prior written consent of the Administrative Agent, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and the Administrative Agent. Assignor hereby assigns any such payment to the Administrative Agent and further covenants and agrees that upon the request of the Administrative Agent, it will duly endorse to the order of the Administrative Agent any such check.

6. **Cancellation of Lease.** In the event that any Lease permits cancellation thereof on payment of consideration and the privilege of cancellation is exercised, the payments made or to be made by reason thereof are hereby assigned to the Administrative Agent and if an Event of Default has occurred, shall be applied, at the election of the Administrative Agent, to the Obligations in whatever order the Administrative Agent shall choose in its discretion or shall be held in trust by the Administrative Agent as further security, without interest, for the payment of the Obligations. Prior to such Event of Default, Assignor may use and apply such termination payments to expenses of the Property.

7. **The Administrative Agent's Rights Upon Lessee Bankruptcy.** Upon the occurrence of an Event of Default, and if a Lessee under a Lease files or has filed against it any petition in bankruptcy or for reorganization, or undertakes or is subject to similar action, the Administrative Agent shall have, and is hereby assigned by Assignor, all of the rights which would otherwise inure to the benefit of Assignor in such proceedings, including, without limitation, the right to seek "adequate protection" of its interests, to compel rejection of any Lease, and to seek such claims and awards as may be sought or granted in connection with the rejection of such Lease. Unless otherwise consented to by the Administrative Agent in writing, the Administrative Agent's exercise of any of the rights provided herein shall preclude Assignor from the pursuit and benefit thereof without any further action or proceeding of any nature, the Administrative Agent, however, shall not be obligated to make timely filings of claims in any bankruptcy, reorganization or similar action, or to otherwise pursue creditor's rights therein.

8. **Default of Assignor.**

8.1 **Remedies.** Upon the occurrence of an Event of Default, Assignor's License to collect Rents shall immediately cease and terminate. The 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. In furtherance thereof, the 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 the Administrative Agent, promptly upon any Event of Default: (a) all rent prepayments to the extent allocable to any period from and after such Event of Default; (b) all unapplied security or other deposits paid to Assignor pursuant to any Lease assigned hereunder; and (c) 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. The Administrative Agent will, after payment of all proper costs, charges and any damages, apply the net amount of such Rents to the Obligations. The 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.

8.2 **Notice to Lessee.** Assignor hereby irrevocably authorizes each Lessee, upon demand and notice from the Administrative Agent of the occurrence of an Event of Default, to pay all Rents under the Leases to the Administrative Agent. Assignor agrees that each Lessee shall have the right to rely upon any notice from the Administrative Agent directing such Lessee to pay all Rents to the Administrative Agent, without any obligation to inquire as to the actual existence of an Event of Default, notwithstanding

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any notice from or claim of Assignor to the contrary. Assignor shall have no claim against any Lessee for any Rents paid by Lessee to The Administrative Agent.

8.3 Assignment of Defaulting Assignor's Interest in Lease. The Administrative Agent shall have the right to assign Assignor's right, title and interest in and to the Leases to any person acquiring title to the Property through foreclosure or otherwise. The Administrative Agent shall not be liable to account to Assignor for the Rents thereafter accruing.

8.4 No Waiver. The Administrative Agent's failure to avail itself of any of its rights under this Assignment for any period of time, or at any time or times, shall not constitute a waiver thereof. The Administrative Agent rights and remedies hereunder are cumulative, and not in lieu of, but in addition to, any other rights and remedies the Administrative Agent has under the Loan Agreement, the Note, the Mortgage and any of the other Loan Documents. The Administrative Agent rights and remedies hereunder may be exercised as often as the Administrative Agent deems expedient.

8.5 Costs and Expenses. The cost and expenses (including any receiver's fees and fees) incurred by the Administrative Agent pursuant to the powers contained in this Assignment shall be immediately reimbursed by Assignor to the Administrative Agent on demand, shall be secured hereby and, if not paid by Assignor within ten (10) days, shall bear interest from the date due at the Default Rate (as defined in the Loan Agreement). The Administrative Agent shall not be liable to account to Assignor for any action taken pursuant hereto, other than to account for any Rents actually received by the Administrative Agent.

9. Indemnification of The Administrative Agent. Assignor hereby agrees to indemnify, defend, protect and hold the Administrative Agent harmless from and against any and all liability, loss, cost, expense or damage (including reasonable attorneys' fees) that the Administrative Agent may or might incur under the Leases or by reason of this Assignment, except to the extent arising out of the Administrative Agent's gross negligence or willful misconduct. Such indemnification shall also cover any and all claims and demands that may be asserted against the Administrative Agent under the Leases or this Assignment. Nothing in this section shall be construed to bind the Administrative Agent to the performance of any Lease provisions, or to otherwise impose any liability upon the Administrative Agent, including, without limitation, any liability under covenants of quiet enjoyment in the Leases in the event that any Lessee shall have been joined as party defendant in any action to foreclose the Mortgage and shall have been barred thereby of all right, title, interest, and equity of redemption in the Property. This Assignment imposes no liability upon the Administrative Agent for the operation and maintenance of the Property or for carrying out the terms of any Lease before the Administrative Agent has entered and taken possession of the Property. Any loss or liability incurred by the Administrative Agent by reason of actual entry and taking possession under any Lease or this Assignment or in the defense of any claims shall, at the Administrative Agent's request, be immediately reimbursed by Assignor. Such reimbursement shall include interest at the Default Rate provided in the Note, costs, expenses and reasonable attorney fees. The Administrative Agent may, upon entry and taking of possession, collect the Rents and apply them to reimbursement for any such loss or liability. The provisions of this Section 9 shall survive repayment of the Obligations and any termination or satisfaction of this Assignment.

10. Additions to, Changes in and Replacement of Obligations. The Administrative Agent may take security in addition to the security already given the Administrative Agent for the payment of the Obligations or release such other security, and may release any party primarily or secondarily liable on the Obligations, may grant or make extensions, renewals, modifications or indulgences with respect to the Obligations or the Mortgage and replacements thereof, which replacements of the Obligations or the Mortgage may be on the same terms as, or on terms different from, the present terms of the Obligations or

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the Mortgage, and may apply any other security held by it to the satisfaction of the Obligations, without prejudice to any of its rights hereunder.

11. **Power of Attorney.** In furtherance of the purposes of this Assignment, Assignor hereby appoints the Administrative Agent as Assignor's attorney-in-fact, with full authority in the place of Assignor, at the option of the Administrative Agent at any time after the occurrence of an Event of Default, and in the name of Assignor or the 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 Leases, (c) enforce, supplement, modify, amend, renew, extend, terminate and otherwise administer the Leases and deal with Lessees in relation to the 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 the Administrative Agent may reasonably deem necessary or advisable in connection with the exercise of any right or remedy or any other action taken by the Administrative Agent under this Assignment.

12. **No Mortgagee in Possession; No Other Liability.** The acceptance by the Administrative Agent of this Assignment, with all of the rights, power, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Property by the Administrative Agent, be deemed or construed to: (a) constitute the Administrative Agent as a mortgagee in possession nor place any responsibility upon the Administrative Agent for the care, control, management or repair of the Property, nor shall it operate to make the Administrative Agent responsible or liable for any waste committed on the Property by any Lessee, occupant or other party, or for any dangerous or defective condition of the Property, nor thereafter at any time or in any event obligate the Administrative Agent to appear in or defend any action or proceeding relating to the Leases or to the Property; (b) require the 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 the 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 the Administrative Agent. The 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 Property.

13. **Termination of Assignment.** The Administrative Agent shall terminate and release this Assignment as to all or a portion of the Property as and to the same extent as the Mortgage is released in whole or in part.

14. **Miscellaneous.**

14.1 **Severability.** If any term of this Assignment or the application hereof to any person or set of circumstances, shall to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such provision or part thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent consistent with applicable law.

14.2 **Captions.** The captions or headings at the beginning of each section hereof are for the convenience of the parties only and are not part of this Assignment.

14.3 **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall be construed together and shall constitute one instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

14.4 **Notices.** All notices or other written communications hereunder shall be given in the manner set forth in the Loan Agreement.

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14.5 Modification. No amendment, modification or cancellation of this Assignment or any part hereof shall be enforceable without the Administrative Agent's prior written consent.

14.6 Successors and Assigns; Gender; Joint and Several Liability. The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all subsequent owners of the Property, and all subsequent holders of the Note and the Mortgage, subject in all events to the provisions of the Mortgage regarding transfers of the Property by Assignor. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case. If there is more than one (1) party constituting Assignor, all obligations of each Assignor hereunder shall be joint and several.

14.7 Expenses. Assignor shall pay on demand all costs and expenses incurred by the Administrative Agent in connection with the review of Leases, including reasonable fees and expenses of the Administrative Agent's outside counsel.

## 15. Governing Law and Consent to Jurisdiction

15.1 Substantial Relationship. The parties agree that the State of Illinois has a substantial relationship to the parties and to the underlying transactions embodied by the Loan Documents.

15.2 Place of Delivery. Assignor agrees to furnish to the Administrative Agent at the Administrative Agent's office in Chicago, Illinois all further instruments, certifications and documents to be furnished hereunder, if any.

15.3 Governing Law. THIS ASSIGNMENT AND EACH OTHER LOAN DOCUMENT, AND ALL MATTERS RELATING HERETO OR THERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS.

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

[SIGNATURE PAGES FOLLOW]



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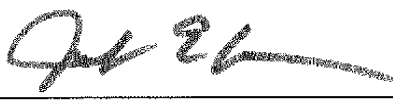
IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the day and year first above written.

**THE CUBES AT ORD, LLC**, a Delaware limited liability company

By: CRG – ORD, LLC, a Missouri limited liability company, its Manager

By: CRG GP Investments II, LLC, a Delaware limited liability company, its managing member

By: CRG Services Management, LLC, a Missouri limited liability company, its Manager

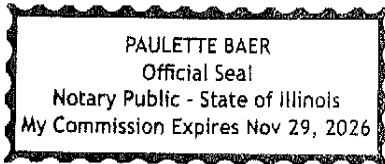
By:   
Name: Jennifer E. Nichols  
Title: Secretary

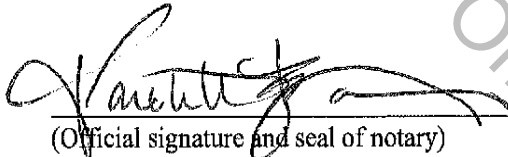
Property of Cook County Clerk's Office

STATE OF ILLINOIS

COUNTY OF COOK

On this 11 day of June, 2024, before me, the undersigned notary public, personally appeared Jennifer E. Nichols, the Secretary of CRG Services Management, LLC, a Missouri limited liability company, being the manager of CRG GP Investments II, LLC, a Delaware limited liability company, being the managing member of CRG – ORD, LLC, a Missouri limited liability company, being the manager of THE CUBES AT ORD, LLC, a Delaware limited liability company, who proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



  
(Official signature and seal of notary)

MY COMMISSION EXPIRES:

November 29, 2026

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## EXHIBIT A

### LEGAL DESCRIPTION

THAT PART OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF SAID EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17 AT A POINT 460.00 FEET EAST FROM THE SOUTHWEST CORNER OF SAID EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND RUNNING THENCE WEST ALONG SAID SOUTH LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 400.0 FEET TO ITS INTERSECTION WITH A LINE 60.0 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4; THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 400.0 FEET, THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 565.32 FEET TO A POINT 34.0 FEET WEST FROM THE EAST LINE OF SAID EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4; THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 85.89 FEET TO A POINT ON A LINE 20.0 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4, SAID POINT BEING 315.0 FEET, AS MEASURED ALONG SAID PARALLEL LINE, NORTH OF THE SOUTH LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AFORESAID; THENCE SOUTH ALONG SAID PARALLEL LINE, A DISTANCE OF 65.00 FEET TO A LINE 250.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE WEST, A DISTANCE OF 179.28 FEET ALONG THE LAST DESCRIBED PARALLEL LINE TO A LINE 460.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE SOUTH, A DISTANCE OF 250.00 FEET ALONG THE LAST DESCRIBED PARALLEL LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

NOTE FOR INFORMATIONAL PURPOSES ONLY: PIN 12-17-400-011-0000; 3901 Fleetwood Drive, Franklin Park, IL 60131