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ASSIGNMENT OF LEASES

ASSIGNMENT OF LEASES made by GCA CORPORATION, a Delaware corporation with its principal place of business at 209 Burlington Road, Bedford, Massachusetts 01730 (the "Assignor" or the "Company"), to BANK OF NEW ENGLAND, N.A., BNE FINANCIAL CORPORATION, BARCLAYS BANK PLC, MANUFACTURERS HANOVER TRUST COMPANY, MANUFACTURERS HANOVER LEASING CORPORATION, MELLON BANK, N.A. and MELLON FINANCIAL SERVICES CORPORATION LEASING GROUP (collectively, the "Banks") and such of THE PENN MUTUAL LIFE INSURANCE COMPANY, THE UNION CENTRAL LIFE INSURANCE COMPANY, THE UNION LABOR LIFE INSURANCE COMPANY, HOME LIFE INSURANCE COMPANY, GENERAL AMERICAN LIFE INSURANCE COMPANY, BERKSHIRE LIFE INSURANCE COMPANY, PAN AMERICAN LIFE INSURANCE COMPANY and TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA (collectively the "Insurance Companies") as may hereafter be or become signatories hereto (the Banks and such Insurance Companies as are signatory hereto being hereafter called collectively, the "Assignees") and Bank of New England, N.A. as agent for the Secured Parties. Bank of New England, N.A. in its capacity as agent for the Assignees is sometimes hereinafter referred to as the "Agent" which term shall also be deemed to include any other party acting as Agent for the Assignees thereunder. Unless the context shall otherwise clearly indicate, the term "Assignee" and "Assignees" as used herein shall be deemed to include the Agent acting on behalf of the Assignees.

W I T N E S S E T H T H A T:

FOR VALUE RECEIVED, and for other good and valuable consideration, the receipt of which is hereby acknowledged by the Assignor, the Assignor hereby grants, transfers and assigns to the Assignees, to the Agent on behalf of the Assignees and to the successors and assigns of the Assignees, all right title and interest of the Assignor, as lessee, in and to those certain leases and attendant leasehold estates described in Exhibit A hereto, which are incorporated by reference herein, together with any modifications, extensions or renewals thereof, and all benefits accruing to the Assignor thereunder or in connection therewith and all proceeds of the leases and leasehold estates (said leases, together with all such modifications, extensions, renewals and benefits being hereinafter referred to as the "Leases"). The within assignment is for the purpose of securing the due and punctual payment and performance of the following liabilities and obligations of the Assignor to the Assignees (herein called the "Secured Obligations"):

- (a) Principal of and premium, if any, and interest on the Assignor's indebtedness to Assignees described in

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Schedule A hereto annexed and all renewals and extensions thereof and the Assignor's other liabilities and obligations, absolute or contingent, with respect to the Secured Parties described in said Schedule; and

(b) All other obligations of the Assignor to the Assignees under this Assignment of Leases or the other agreements referred to in said Schedule A pertaining to the indebtedness and liabilities therein described to any Assignee.

THE ASSIGNEES, BY ACCEPTANCE HEREOF, AGREE:

A. Not to take any action to assert their rights to possession of the premises demised under the Leases unless and until there shall occur and continue to exist an Event of Default, as defined in the Security Agreement of even date herewith between Assignor and Assignees (the "Security Agreement").

B. Upon the payment and performance in full of all Secured Obligations this Assignment shall be void and of no effect. However, the affidavit, certificate, or other written statement of any officer, agent or attorney of the Assignees indicating that any of the Secured Obligations remain unpaid or unperformed shall be and constitute conclusive evidence of the continuing validity and effectiveness of this Assignment, and any person may, and is hereby authorized to, rely thereon.

THE ASSIGNOR AGREES THAT:

1. The Assignees may, in their sole discretion and at the expense of the Assignor, record or cause to be recorded this Assignment.

2. It will: at its sole cost and expense, observe, fulfill and perform on a timely basis each and every condition and covenant of the Leases to be observed, fulfilled or performed by the Assignor, the breach of which would be grounds under any of the Leases or by any applicable law for the termination of any of the Leases; give prompt notice to the Agent of each notice received by the Assignor of default by the Assignor under the Leases, together with a complete copy of any such notice; not modify or in any way alter the terms of the Leases in any manner without the prior written consent of the Agent; not terminate the term of any of the Leases or accept a surrender thereof unless required to do so by the terms of such Leases; not waive, or release the lessors from, any obligations or conditions by the lessors to be performed under the Leases; not subordinate any of the Leases to any mortgage or other encumbrance or permit, agree or consent to any such subordination; and not sub-

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lease the premises demised under any Lease or assign any Lease, in whole or in part without the prior written consent of the Agent.

3. The Assignor grants to the Assignees the right, upon or at any time or times after the occurrence or existence of a default by the Assignor under any of the Leases, to cure any such default(s) under such Leases, if the Assignees so elect at the Assignor's sole cost and expense.

4. At the Assignor's sole cost and expense, the Assignor will appear in and defend any action growing out of or in any manner connected with the Leases or the obligations or liabilities of the lessors, the Assignor or any guarantor thereunder.

5. Should the Assignor fail to do any act as herein provided, then the Agent may, but without obligation to do so, make or do the same, including specifically, without limiting its general powers, appearing in and defending any action purporting to affect the security hereof or the rights or powers of the Assignees and performing any obligation of the Assignor contained in any of the Leases, and in exercising any such powers paying necessary court costs, attorneys' fees, and expenses; and the Assignor will pay immediately upon demand all sums expended by the Agent under the authority hereof, together with interest thereon at a rate per annum equal to the lesser of 14% per annum or the highest rate permitted by applicable law, and the same shall be included as obligations and shall be secured hereby and by any and all other collateral at any time given by the Assignor to the Assignees to secure the Secured Obligations.

6. On and after the occurrence of any Event of Default described in Section 10(d) of the Security Agreement, or upon the occurrence and continuance of any other Event of Default described in Section 10 thereof and the Agent's receipt of instructions to accelerate from the Required Banks (as hereinafter defined) or the Required Insurance Companies (as hereinafter defined), the Agent, on behalf of the Assignees shall, without notice, and without regard to the adequacy of security for the Secured Obligations, either in person or by agent, with or without bringing any action or proceeding, may: enter upon, take possession of, and operate the premises demised under any of the Leases; enforce or modify the Leases, further assign the rights of the Assignor under any of the Leases or sell or otherwise dispose of the leasehold estates, without any right of redemption by the Assignor; and, in general, do any acts which the Agent deems proper to protect the security hereof or which the lessees under the Leases shall have the right to do; provided, however, that if the Agent assume the Assignor's rights under any of the Leases, the Agent shall assume the Assignor's

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obligations under the Leases arising after the date of such assumption, to the extent required by the respective Leases; provided, further, that any assumption by the Agent shall not relieve the Assignor of the Assignor's primary liability for the performance of such obligations.

7. The Assignor warrants that (a) the Assignor has not executed any prior assignment of any of its rights under the Leases; (b) the Assignor has not done anything which might prevent the Agent from, or limit the Assignees in, operating under any of the provisions hereof or of the Leases; (c) there is no default, and no event has occurred which with the giving of notice or the passage of time or both would constitute a default, by the Assignor under any of the Leases; (d) each of the Leases is in full force and effect and has not been modified in any respect; and (e) the descriptions of the Leases annexed hereto as Exhibit A, including any references to all existing amendments, alterations, modifications, renewals and terminations, are true and complete descriptions thereof.

8. The Assignees shall not be obligated to perform or discharge any obligation under the Leases except as provided in Section 6 hereof, under or by reason of this Assignment, and the Assignor hereby agrees to indemnify and hold harmless the Assignees from and against any and all liability, loss, damage, cost, or expense which the Agent or the Assignees may or might incur under any of the Leases (other than liabilities, losses, damages, costs or expenses arising solely from the negligence or willful misconduct of the Agent or the Assignees) or under or by reason of this Assignment, and from and against any and all claims and demands whatsoever which may be asserted against the Agent or the Assignees by reason of any alleged obligation or undertaking on their part to perform or discharge any of the terms of any of the Leases. Without limitation of the foregoing, it is further understood that this Assignment shall not at any time operate to place responsibility upon the Agent or the Assignees for the control, care, management or repair of the premises demised under any of the Leases nor for the carrying out of any of the provisions of any of the Leases, nor shall it operate to make the Agent or the Assignees responsible or liable for any waste committed on said premises by the Assignor or any other parties, or for any dangerous or defective condition of said premises, or for any negligence in the management, upkeep, repair or control of said premises resulting in loss or injury or death to any person. Should the Agent or the Assignees incur any such liability, loss or damage under the Leases (other than liabilities, losses or damages arising solely from the negligence or willful misconduct of the Agent or the Assignees) or under or by reason of this Assignment, or in defense against any such claims or demands, the amount thereof, including costs,

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expenses, and attorneys' fees, together with interest thereon at the rate from time to time applicable under the Secured Obligations, shall be included as obligations and shall be secured hereby and by any and all collateral at any time given by the Assignor to the Agent or the Assignees to secure the Secured Obligations, and the Assignor shall reimburse the Agent or the Assignees therefor immediately upon demand.

9. Each of the Assignees hereby appoints Bank of New England, N.A. as its Agent with full power and authority in the name and on behalf of each of the Assignees to exercise all rights and powers and avail itself of all remedies and benefits conferred upon the Assignees by this Assignment of Leases. Unless the context shall otherwise clearly indicate, the terms "Assignee" and "Assignees" as used herein shall be deemed to include the Agent acting on behalf of the Assignees. The rights and powers of Bank of New England, N.A. as Agent or of any other Agent acting hereunder may be terminated only in accordance with a notice of termination executed by the Required Banks, and the Required Insurance Companies, acting together. As used herein, the term "Required Banks" shall mean the holders of 67% of the aggregate principal balance of the Revolver Notes (as defined in Schedule A). As used herein, the term "Required Insurance Companies" shall mean the holders of 67% of the aggregate principal balance of the notes described in Section II of Schedule A hereto which are held by Secured Parties. Notwithstanding anything in this Assignment of Leases or otherwise to the contrary, the Assignor shall not have the benefit, or avail itself, of any rights conferred on the Assignees vis-a-vis the Agent under this Agreement or otherwise and the Assignor shall at all times recognize the authority of Bank of New England, N.A. as Agent and the authority of any successor Agent appointed pursuant to the terms of any intercreditor agreement executed by all the Assignees, and the Assignor shall continue to recognize the authority of the Agent, unless and until the Assignor shall have received written notice of the termination of the Agent's authority executed by the Required Banks and the Required Insurance Companies.

Except as otherwise provided in any intercreditor agreement among the Assignees, the Agent may (and at the request of the Required Banks or the Required Insurance Companies shall) take any actions permitted to be taken by Agent hereunder; provided, however, that Agent shall not, without the prior written consent of the Required Banks or the Required Insurance Companies, release or discharge any of the Assignees' security interests in or liens on any of the Leases unless ordered to do so by a court of competent jurisdiction or except to the extent herein expressly authorized and except upon payment in full of the Secured Obligations.

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The Agent acknowledges that it is acting in an agency capacity hereunder and that the security interest in the Leases granted hereby secures the Secured Obligations owing to all of the Assignees. The Agent will apply and/or pay over to the Assignees any net proceeds received by it in connection with the sale or other disposition or use of the Leases received by it in the following order of priority:

(1) first, to the holders of the Secured Obligations described in paragraphs 1 through 4 of Schedule A hereto annexed and in Section II of said Schedule A which are held by Secured Parties (collectively, "Class 1 Senior Obligation") pro rata to each such holder in accordance with its percentage of the aggregate principal amount of all Class 1 Obligations owed to it, absolutely or contingently, on the date of any distribution hereunder; and

(2) second, to the holders of the Secured Obligations described in paragraphs 5, 6 and 7 of Schedule A hereto annexed (the "Class 2 Senior Obligations") pro rata to each such holder in accordance with its percentage of the aggregate principal amount of all Class 2 Obligations owed to it on the date of any distribution hereunder;

The application of Leases or proceeds thereof to Secured Obligations by the Agent or the Assignees shall be controlling on the Assignor.

The Agent in its capacity as such hereunder shall not be liable for any error of judgment or mistake of fact or for any acts of omission or commission, unless the same are caused by willful misconduct or gross negligence. The Agent may act in reliance upon all instruments, documents or signatures believed by it to be genuine and may assume that any person purporting to act or give notices, writings, advice or instructions in connection with this Assignment of Leases is duly authorized by the appropriate party so to do. The Agent will be reimbursed or properly indemnified by the Assignees for all reasonable costs, expenses, and other liabilities incurred by it in its capacity as Agent hereunder, including without limitation reasonable costs, expenses and liabilities incurred by it as a result of any actions taken or not taken by it with respect to the Assignees at the request of the Assignees (any such reimbursement or indemnification to be made by each Assignee in such amounts as the Assignees shall agree among themselves or, absent such agreement, as the Agent may reasonably determine and prior to the distribution of any proceeds received in connection with the Leases). The Agent shall have the right to retain counsel to advise it as to any action or decision with respect to the

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Leases and shall be reimbursed by the Assignees for the cost of the same (to the extent the Agent is not reimbursed by the Assignor) prior to distributing any of the proceeds received in connection with any Lease.

10. The obligations of the Assignor under the Assignment of Leases shall be in addition to and not in limitation of or substitution for any of the obligations of the Assignor under any of the agreements or instruments described in Schedule A hereto. Without limiting the generality of the foregoing, neither the execution and delivery of this Assignment of Leases by the Assignees nor the acceptance of the benefits thereof by the Assignees shall constitute a waiver of any of their rights, or any of the Assignor's obligations, under any of such agreements or instruments.

11. (a) The rights of the Assignees hereunder shall not be affected by any extensions, renewals, indulgences, settlements, or compromises respecting any Secured Obligations; by the release of any party primarily or secondarily liable respecting any Secured Obligations; or by the taking or release by the Assignees of any security for any Secured Obligations or for the performance by any party primarily or secondarily liable respecting any Secured Obligations.

(b) No delay or omission on the part of the Assignees in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

(c) All the Assignees' rights and remedies, whether evidenced hereby or by any other agreement or instrument, or whether otherwise available, shall be cumulative.

(d) Any demand or notice which any party may be required to or may elect to give shall be effective if mailed by certified or registered mail, return receipt requested, as follows:

- (a) if to the Assignor, at the address set forth above in this Agreement, with a copy to:

Richard Langerman, Esquire
Goulston & Storrs
800 South Street
Waltham, MA 02154-1439

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- (b) if to the Assignees, at the respective addresses set forth the Security Agreement, with a copy to:

Robert M. Gargill, Esquire
Choate, Hall & Stewart
Exchange Place
53 State Street
Boston, Massachusetts 02109

or at such address as the party to whom such notice is directed may have designated in writing to the other party hereto.

(e) All rights of the Assignees hereunder shall inure to the benefit of its successors and assigns and this Assignment shall bind the Assignor's successors and assigns.

(f) If any provision hereof shall be invalid or unenforceable in any respect, the remaining provisions hereof shall remain in full force and effect and shall be enforceable to the maximum extent permitted by law.

(g) No consent, approval, or waiver shall be binding on the Assignees unless in writing.

(h) This Assignment and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of the Commonwealth of Massachusetts.

(i) Nothing herein shall be construed to diminish the rights or obligations of the lessors except as expressly provided herein.

WITNESS the execution hereof, as a sealed instrument, as of the 28th day of February, 1986.

GCA CORPORATION

By

PAH Chaffin

Title

Treasurer

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STATE OF MASSACHUSETTS)
COUNTY OF Suffolk) SS.

On this 27th day of February, 1986, before me appeared R.H. Schaffer, to me personally known, who, being by me duly sworn (or affirmed), did say that he is the President of GCA Corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said R.H. Schaffer, acknowledged said instrument to be the free act and deed of said corporation.

Terrillyn A. Geer
Notary Public
My Commission expires: _____
2453h

TERRILLYN A. GEER, Notary Public
My Commission Expires May 28, 1987

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Bank of New England, N.A., Agent
28 State Street
Boston, MA 02109

Attention: Cynthia Sackett

Gentlemen:

We hereby acknowledge notice to us that the lease (the "Lease") dated _____ between us as lessor and _____, a _____ corporation (the "Company"), as lessee has been or will be collaterally assigned to you as security for certain obligations of the Company to BANK OF NEW ENGLAND, N.A., BNE FINANCIAL CORPORATION, BARCLAYS BANK PLC, MANUFACTURERS HANOVER TRUST COMPANY, MANUFACTURERS HANOVER LEASING CORPORATION, MELLON BANK, N.A., MELLON FINANCIAL SERVICES CORPORATION LEASING GROUP, THE PENN MUTUAL LIFE INSURANCE COMPANY, THE UNION CENTRAL LIFE INSURANCE COMPANY, THE UNION LABOR LIFE INSURANCE COMPANY, HOME LIFE INSURANCE COMPANY, GENERAL AMERICAN LIFE INSURANCE COMPANY, BERKSHIRE LIFE INSURANCE COMPANY, PAN AMERICAN LIFE INSURANCE COMPANY and TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, (the "Creditors"), pursuant to an Assignment of Lease substantially in the form attached as Exhibit A hereto.

We hereby consent to the assignment of the Lease to the Creditors and agree that for so long as such obligations are outstanding, we shall provide you, as Agent for the Creditors, with copies of all notices of default under the Lease that we may give to the Company and that the Creditors shall have the right, but not the obligation, to cure any such default on behalf of the Company. Such copies of notices shall be mailed to you at the above address, postage prepaid, on the same date the notices are mailed to the Company.

Any change in such address shall not be effective as to us unless we have first received written notice from you of such change.

Executed as a sealed instrument the day and year first above written.

[LESSOR]

By _____

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EXHIBIT A

Legal Description and
Abstract of Lease(s)

Melrose Park, Illinois

Lot two (2) in Anderson's North Mannheim Industrial Subdivision in the South East Quarter (SE 1/4) of Section 32, Township 40 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois, according to the plat registered on August 2, 1956 as Document No. 1687128, in Cook County, Illinois and commonly known as 1990 North Mannheim Road, Melrose Park, Illinois

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

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LOCATION: 1990 North Mannheim Road, Melrose Park, Illinois
(Lease at page 1).

LESSOR: LaSalle National Bank, Trustee of Trust
No. 107719 (Assignment at page 1).

LESSEE: Precision Scientific Company, 3737 West Cortland
Avenue, Chicago, IL (Lease at page 1).

DATES: (a) Lease dated 1/24/68
(b) Letter Agreement dated 1/24/68
(c) The Equitable Life Assurance Society
of the United States Letter dated
3/19/86
(d) Assignment dated 3/26/84
(e) Letter/Notice to Tenant dated 3/29/84

TERM: through March 31, 1988 (Lease at page 3).

OPTIONS: a) to extend - three 5 year periods (Lease
at page 3A).

RENT: \$4,708.34/month (Separate Rent Agreement).

ADDITIONAL taxes, assessments, insurance, utilities
RENT: (Lease at page 4).

SUBORDINATED: Yes. (Lease at page 17).

RIGHT OF
FIRST REFUSAL: None.

NON-
DISTURBANCE: Yes. (Lease at page 14).

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PROBATION