

J. Hall

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Cook County Recorder 47.50



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**ASSIGNMENT OF
LEASES AND RENTS**

between

PENINSULA CHICAGO LLC
as the Assignor

and

HSBC BANK USA
as the Assignee,
for the benefit of the Lenders

Dated: as of June 30, 1999

Recording Requested by
and when Recorded Return to:

MAYER, BROWN & PLATT
1675 Broadway
New York, New York 10019-5820
Attention: Douglas L. Wisner, Esq.

Property of Cook County Clerk's Office

Cook Co. Ill.

N 9701209

N 9600064 and

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of this 30th day of June, 1999, by **PENINSULA CHICAGO LLC.** (the "Assignor"), a Delaware limited liability company, with an address as of the date hereof at 737 North Michigan Avenue, Suite 2340, Chicago, Illinois 60601, for the benefit of **HSBC BANK USA ("HSBC")**, a New York bank, with a place of business at 140 Broadway, New York, New York 10005-1196, in its capacity as Administrative Agent under that certain Credit Agreement dated as of June 30, 1999, among Assignor, Assignee and the various financial institutions (the "Lenders") as are or may become parties thereto from time to time (as the same may be amended or modified from time to time, the "Credit Agreement"). Each capitalized term used herein without definition shall have the meaning ascribed to such term in the Credit Agreement.

W I T N E S S E T H :

WHEREAS, the Assignor is the fee owner of the Hotel Fee Parcel and the Easements granted to it under the Easement and Operating Agreement and the sublessee of the Hotel Leased Parcel upon which parcels the Hotel Building to be known as The Peninsula Chicago is to be built, all as more particularly described in *Exhibit A* annexed hereto and made a part hereof (the "Land") and certain improvements located thereon (the "Hotel Improvements"; the Land together with the Hotel Improvements are referred to collectively herein as the "Premises");

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make a loan (the "Loan") to the Assignor in the principal amount not to exceed NINETY-FIVE MILLION AND 00/100 DOLLARS (\$95,000,000);

WHEREAS, as a condition precedent to making the Loan, the Lenders require that the Assignor execute this Assignment and deliver it to the Assignee.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby represents, warrants, covenants and agrees as follows:

SECTION 1. *Absolute Assignment.* The Assignor hereby absolutely assigns, conveys, grants, transfers and delivers to the Assignee:

(a) all of the right, title and interest of the Assignor in, to and under all rents, room revenues, income, receipts, issues, profits, revenues and maintenance fees, all rights to payment for hotel room occupancy by hotel guests, food and beverage revenues, advance registration fees, tour or junket proceeds and deposits, deposits for conventions and/or party reservations, security deposits and prepaid amounts, income, proceeds, leases, subleases, lettings, licenses, concessions, operating agreements, management agreements, arrangements and all other agreements affecting the Premises, that the Assignor has entered into, taken by

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assignment, taken subject to, or assumed, or has otherwise become bound by, now or in the future, that give any person the right to conduct its business on, or otherwise use, operate or occupy or render services at, any portion of the Hotel Parcel, the Hotel Improvements or the Easements granted to the Borrower pursuant to the Easement and Operating Agreement, together with all amendments, extensions, and renewals of the foregoing (collectively, hereinafter referred to as the "Space Leases"); and

(b) the rights of the Assignor under the Space Leases to any and all rents, issues, profits, revenue, royalties, income, proceeds, earnings and other benefits, if any, including, without limitation, prepaid rents, security deposits, and impound accounts derived from any Space Lease, sublease, license, franchise, occupancy or other agreement now existing or hereafter created affecting all or any portion of the Hotel Parcel, the Hotel Improvements or the Easements granted to the Borrower pursuant to the Easement and Operating Agreement or the use or occupancy thereof (collectively, the "Rents"); and

(c) any and all payments in lieu of Rents and any premium or other consideration, if any, payable to the Assignor upon the exercise of a cancellation privilege provided in any Space Lease, together with any and all rights that the Assignor may have with respect to loss of Rents resulting from untenability or unsuitability of all or any portion of the Premises (but subject to the provisions of the Credit Agreement with respect to the use and application of Loss Proceeds); and

(d) all of the right, power and authority, if any, of the Assignor to alter, modify or change the terms, conditions and provisions of any Space Lease or to surrender, cancel or terminate the same or to accept any surrender, cancellation or termination of the same, except in accordance with the express provisions thereof; and

(e) all of the Rents, options, rights, powers and privileges of the Assignor, if any, under any Space Lease, including, without limitation, the right to sue for enforcement of the provisions of any Lease or to seek damages for a breach thereof, whether heretofore or hereafter existing;

provided, however, that, absent the occurrence of an Event of Default hereunder, the Assignor is hereby granted a license, and shall have the right (x) to exercise the rights so assigned with respect to Space Leases (i) having a term of seven years or less and an annual rent of \$100,000 or less or (ii) having a term of less than one year and (y) to collect, use and enjoy such rents, as they become due and payable but not for more than one (1) month in advance thereof. From and after the occurrence of an Event of Default hereunder, such license shall automatically be revoked without any obligation on the part of the Administrative Agent to provide notice of such revocation. The assignment hereunder of any Space Lease is intended, to the fullest extent permitted by law, to be an absolute assignment from the Assignor to the Assignee, and not merely the passing of a security interest. Pursuant to the provisions of 765 ILCS 5/31.5 (1995), Mortgagee and Mortgagor hereby specifically agree that the mere recordation of the Assignment as set forth herein entitles Mortgagee immediately to collect or receive rents upon the occurrence of an Event of Default under the Loan

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Documents without first taking any acts of enforcement under applicable law, such as, but not limited to, providing notice to Mortgagor, filing foreclosure proceedings, taking possession or seeking or obtaining the appointment of a receiver.

SECTION 2. *Security.* This Assignment is given as security for:

- (a) payment of the Obligations owing by the Assignor to the Assignee and secured by the Mortgage;
- (b) payment of all principal, unpaid and accrued interest, and any other sums due or payable by the Assignor under the Loan Documents; and
- (c) performance and discharge of each and every obligation, covenant and agreement of the Assignor under the Loan Documents.

SECTION 3. *Representations and Warranties.* All of the representations of the Assignor in the Loan Documents pertaining to the Space Leases and Rents are incorporated herein by reference. In addition, the Assignor represents and warrants that (i) its right, title and interest in and to the Space Leases are subject to no Liens, encumbrances or security interests except as permitted, created or evidenced by the Loan Documents and (ii) the Assignor has full power and authority to assign the Space Leases and the Rents to the Assignee.

SECTION 4. *Covenants.* To protect the security of this Assignment, the Assignor covenants and agrees:

- (a) to remit forthwith to the Assignee any Rents received by the Assignor, following the occurrence and during the continuance of an Event of Default;
- (b) to faithfully abide by, perform and discharge each and every obligation, covenant and agreement under any Space Lease to be performed by the lessor thereunder in all material respects, including, without limitation, any obligations with respect to tenant work or similar work required under such Space Lease;
- (c) at the sole cost and expense of the Assignor, to use commercially reasonable efforts to enforce or secure the performance of each and every material obligation, covenant, condition and agreement under any Space Lease to be performed by the lessee thereunder;
- (d) after the occurrence and during the continuance of an Event of Default, to receive all Rents and other amounts under the Space Leases or otherwise with respect to the Premises in trust by the Assignor and apply such amounts in accordance with the Credit Agreement;
- (e) at the Assignor's sole cost and expense, to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Space Leases

or the obligations, duties or liabilities of the lessor and lessee thereunder, and to pay and reimburse the Assignee for, the reasonable legal fees and costs and expenses of the Assignee and the Administrative Agent and all other fees and expenses incurred by the Assignee and/or the Administrative Agent in connection with the prosecution or defense of any action or proceeding or other litigation affecting or relating to the Space Leases;

(f) in the event the Assignor shall fail to make any payment or do any act as provided for in any Space Lease, then the Assignee after giving written notice to the Assignor (and the expiration of 30 Business Days without cure or the commencement by the Assignor of such cure) and the lessee under such Space Lease and without releasing the Assignor from any obligation hereunder, may make or do the same (but without the obligation so to make or to do) in such manner and to such extent is reasonably necessary to protect the security hereof, including, without limitation, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Assignee and also the right to perform and discharge each and every obligation, covenant and agreement of lessor under any Space Lease and, in exercising any such powers, to pay the reasonable legal fees and costs and expenses of the Assignee and the Administrative Agent; and

(g) to pay immediately upon demand all reasonable sums expended by the Assignee under the authority granted in this Assignment, together with interest thereon at the rate set forth in *Section 3.2.2* of the Credit Agreement.

SECTION 5. Subordination. Except as otherwise set forth in *Section 4.6* of the Mortgage, it is understood that each and every Space Lease shall be and remain subordinate and inferior in status and Lien to the Lien of the Mortgage and nothing herein contained shall affect or impair the paramount Lien of the Mortgage. The Administrative Agent shall enter into non-disturbance agreements with tenants in accordance with said *Section 4.6*.

SECTION 6. Event of Default; Remedies.

(a) The occurrence of an "Event of Default" under and as defined in the Credit Agreement or the Mortgage shall constitute an "Event of Default" under this Assignment.

(b) Upon or at any time after and during the continuance of an Event of Default, the Assignee may exercise all rights, remedies, and options under the Mortgage and the other Loan Documents.

SECTION 7. Limitation of Obligations. (a) Nothing contained in this Assignment shall impose or create any obligation or liability whatsoever, express or implied, upon the Assignee with respect to or in any manner arising out of any Space Lease assigned as security hereunder. The Assignee shall not by virtue of this Assignment be obligated to incur any expenses, perform or discharge, or undertake to perform or discharge, any obligation, duty or liability under any Space Lease or under or by reason of this Assignment. This Assignment shall not be deemed or construed

to constitute the Assignee as a mortgagee in possession of the Premises. Without limiting the generality of the foregoing, this Assignment shall not place responsibility for the control, care, management or repair of the Premises upon the Assignee, or make the Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, contractor employee, invitee or other Person. If the Assignor shall fail to make any payment when and as required hereunder or to fully and timely perform any other obligation of the Partnership hereunder, the Assignee shall be under no obligation by virtue of this Assignment to take action to correct any such failure.

(b) Following the occurrence of an Event of Default, the Assignee may, at its option, take such action and expend such sums as the Assignee deems necessary to correct such failure(s) or any consequence(s) thereof, but such action or payment by the Assignee shall not constitute a waiver by the Assignee of the performance of said act or the payment of said sum by the Assignor, as the case may be, and the Assignee may declare the Assignor's failure to perform such act or pay said sum an Event of Default notwithstanding the Assignee's having undertaken such performance or payment. The Assignor shall repay to the Assignee upon demand any amounts expended by the Assignee to correct such failure(s) or any consequence(s) thereof, and all expenses of the Assignee in taking such action, with interest following demand at the rate set forth in *Section 3.2.2* of the Credit Agreement. The payment of such amounts to the Assignee shall be secured by the Mortgage, this Assignment and the other Loan Documents.

SECTION 8. Indemnity. The Assignor shall and does hereby agree to indemnify and to hold the Assignee free and harmless of and from any and all liability, loss or damage that the Assignee incurs under any Space Lease or under or by reason of this Assignment, and of and from any and all claims and demands whatsoever that may be asserted against the Assignee by reason of any alleged obligations or undertakings on its part to be performed or discharged under any of the terms, covenants or agreements contained in any Space Lease. Should the Assignee incur any such liability, loss or damage under any Space Lease or under or by reason of this Assignment, or in the defense of any such claims or demands (except for matters arising out of Assignee's gross negligence or wilful misconduct), the amount thereof, including reasonable costs, expenses and attorneys' fees and disbursements, shall be secured hereby, and the Administrative Agent shall reimburse the Assignee therefor immediately.

SECTION 9. Appointment of Attorney-in-Fact. Subject to the license reserved and retained in *Section 1* and the other provisions of this Agreement, the Assignor hereby irrevocably appoints the Assignee as its attorney-in-fact, coupled with an interest, whether there has been an occurrence of an Event of Default or not, to pursue the interests of the Assignor (or the interests assigned hereby) with due diligence, in the name of the Assignor or the Assignee or both to appear in any action and/or to collect any Loss Proceeds, to receive and collect all Rents, to exercise all rights, options, powers and remedies on the part of the lessor under or by virtue of any or all of any Space Lease and to give all notices, consents and releases that lessor is entitled to give under any Space Lease, to enforce any and all covenants, agreements and provisions on the part of the lessee to be performed or observed under any Space Lease and to take, institute and prosecute any claims, actions or proceedings to such end as the Assignee may deem proper, to do such acts and execute

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and deliver such instruments in respect of the Premises as the Assignee may reasonably deem proper to carry out or perform the terms, covenants and provisions on the part of lessor under or by virtue of any Space Lease or the duties or obligations of the lessor of the Premises, or to protect and preserve the interest of the lessor under any Space Lease and as lessor of the Premises or to prevent or cure any default on the lessor's part under any Space Lease, to make, execute, complete and deliver to lessee all such documents as the Assignee considers necessary or appropriate to meet the Assignor's obligations under any Space Lease and in general, and to do anything and everything that the Assignor could or might reasonably do in the use, occupancy, management and operation of the Premises in accordance with the terms of any Space Lease; with full right to substitute an attorney-in-fact hereunder and to delegate the exercise of any one or more or all of said rights and powers to another or others. The rights of the Assignee pursuant to this *Section 9* shall be exercisable by Assignee only after an Event of Default has occurred and is continuing.

SECTION 10. *Release.* Upon the payment in full of all indebtedness principal and sums secured by this Assignment as set forth in *Section 2* hereof, this Assignment shall terminate and, upon request, the Assignee will confirm such termination in writing or deliver an assignment in lieu of termination. The Assignor shall pay the reasonable costs and expenses of preparing any instrument to terminate this Assignment or assign it in lieu of such termination.

SECTION 11. *Notices.* All notices, approvals, demands, requests, consents or other communications under this Assignment shall be delivered in the manner and to the parties specified in *Section 11.2* of the Credit Agreement.

SECTION 12. *Further Assurances.* The Assignor shall execute, acknowledge and deliver all and every such further act, conveyance, assignment, instrument and assurance as the Assignee shall reasonably require to confirm or carry into effect the purposes of this Assignment.

SECTION 13. *No Waiver.* Any waiver by the Assignee of any provision of this Assignment or of any right, remedy or option hereunder shall not be controlling, nor shall it prevent or estop the Assignee from thereafter enforcing such provision, right, remedy or option, and the failure or refusal of the Assignee to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Assignment by the Assignee shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect, it being understood and agreed that the Assignee's remedies and options hereunder are and shall be cumulative and are in addition to all other rights, remedies and options of the Assignee in law or in equity or under any other agreement.

SECTION 14. *Trial by Jury Waived.* THE ASSIGNOR HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS ASSIGNMENT.

SECTION 15. *Construction.* All personal pronouns used in this Assignment whether used in the masculine, feminine or neuter gender shall include all other genders; the singular shall include the plural and vice versa.

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SECTION 16. *Severability*. In the event that any provision of this Assignment or the application thereof to the Assignor or any circumstance in any jurisdiction governing this Assignment shall, to any extent, be invalid or unenforceable under any applicable statute, regulation, or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform to such statute, regulation or rule of law, and the remainder of this Assignment and the application of any such invalid or unenforceable provision to parties, jurisdictions or circumstances other than to whom or to which it is held invalid or unenforceable, shall not be affected thereby nor shall same affect the validity or enforceability of any other provision of this Assignment.

SECTION 17. *Counterparts*. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original.

SECTION 18. *Amendments*. This Assignment may not be amended, changed, terminated or modified orally or in any manner other than by an agreement in writing signed by the parties sought to be charged therewith.

SECTION 19. *Successor and Assigns*. This Assignment shall be binding upon the Assignor and shall inure to the benefit of the Assignee and its successors and permitted assigns.

SECTION 20. *Choice of Law*. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

SECTION 21. *Remedies Not Exclusive*. No right or remedy conferred upon the Assignee in this Assignment is intended to be exclusive of any other right or remedy contained in this Assignment, the Note, the Mortgage, the Security Agreement and the other Loan Documents and every such right and remedy shall be cumulative and shall be in addition to every other right or remedy contained in this Assignment, the Note, the Mortgage, the Security Agreement and the other Loan Documents now or hereafter available to the Assignee at law or in equity, by statute or otherwise.

SECTION 22. *Jurisdiction*. The provisions of Section 11.14 of the Credit Agreement shall apply to this Assignment.

SECTION 23. *Consent or Approval of the Administrative Agent and the Lenders*. Section 11.18 of the Credit Agreement shall be applicable to this Assignment.

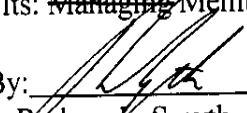
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IN WITNESS WHEREOF, the Assignor has duly executed this Assignment the day and year first above written.

PENINSULA CHICAGO LLC

By: HSH Chicago, Inc.
Its: ~~Managing Member~~

By: 
Rodney L. Smyth
Executive Vice President

Property of Cook County Clerk's Office

STATE OF ILLINOIS)

COUNTY OF ^{DuPage} ~~COOK~~ SS.:

On this 16TH day of June, 1999, the undersigned, a Notary Public, before me personally came Rodney L. Smyth, the Executive Vice President of HSH Chicago, Inc., a Delaware corporation, the member of PENINSULA CHICAGO LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed same in his capacity therein stated and for the purposes therein contained.

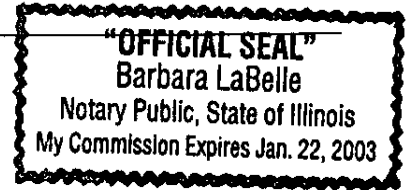
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Barbara LaBelle

Notary Public

My Commission Expires: _____

Notarial seal



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EXHIBIT A

LEGAL DESCRIPTION

Property of Cook County Clerk's Office

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Legal Description of Hotel Fee Parcel

LOTS 4A, 4C, 4D, 4H, AND 6 IN 730 N. MICHIGAN AVENUE SUBDIVISION BEING A SUBDIVISION IN THE NORTH FRACTIONAL 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK, COUNTY, ILLINOIS RECORDED JUNE 20 1999 AS DOCUMENT NO. 99-631468.

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TAX NUMBERS:

17-10-102-003
17-10-102-004
17-10-102-005
17-10-102-006
17-10-102-007
17-10-102-008
17-10-102-009
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17-10-102-022
17-10-102-023
17-10-102-024
17-10-102-028
17-10-102-029
17-10-102-030
17-10-102-031
17-10-102-032

730 N. Michigan Ave
Chicago, IL 60611

Property of Cook County Clerk's Office

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Legal Description of Hotel Leased Parcel

PARCEL 2A

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LEASEHOLD ESTATE AS CREATED BY A CERTAIN LEASE MADE AS OF June 11, 1999 BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 20, 1994 AND KNOWN AS TRUST NO. 118199-01 AND PENINSULA CHICAGO LLC AS DISCLOSED BY A MEMORANDUM THEREOF DATED June 11, 1999 AND RECORDED July 1, 1999 AS DOCUMENT NUMBER 99 632460 WHICH SUBLEASES A PART OF THE PREMISES DEMISED BY ROBERT L. STERN TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER A TRUST AGREEMENT DATED APRIL 20, 1994 AND KNOWN AS TRUST NUMBER 118199-01 UNDER THAT CERTAIN AGREEMENT TO LEASE DATED MAY 10, 1994 AS DISCLOSED BY A MEMORANDUM OF LEASE DATED MAY 31, 1994 RECORDED JUNE 6, 1994 AS DOCUMENT NUMBER 94301549 WHICH DEMISES THE LEASEHOLD ESTATE IN THE FOLLOWING PARCELS:

LOTS 4F, 4K, 8, AND 8A IN 730 N. MICHIGAN SUBDIVISION BEING A SUBDIVISION IN THE NORTH FRACTIONAL $\frac{1}{2}$ OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS RECORDED 63099 AS DOCUMENT NUMBER 99631468.

PARCEL 2B:

LEASEHOLD ESTATE AS CREATED BY A CERTAIN LEASE MADE AS OF June 11, 1999 BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 20, 1994 AND KNOWN AS TRUST NUMBER 118199-01 AND PENINSULA CHICAGO LLC AS DISCLOSED BY A MEMORANDUM THEREOF DATED June 11, 1999 AND RECORDED July 1, 1999 AS DOCUMENT NO. 99 632463 WHICH SUBLEASES A PART OF THE PREMISES DEMISED BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED AS OF DECEMBER 19, 1979 AND KNOWN AS TRUST NUMBER 48662-08 TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 20, 1994 AND KNOWN AS TRUST NUMBER 118199-01 UNDER THAT CERTAIN AGREEMENT TO LEASE DATED AS OF JANUARY 1, 1996 AS DISCLOSED BY A MEMORANDUM OF LEASE RECORDED JANUARY 24, 1996 AS DOCUMENT NUMBER 96065184 WHICH DEMISES THE LEASEHOLD ESTATE IN THE FOLLOWING PARCELS:

LOT 7 IN 730 N. MICHIGAN SUBDIVISION BEING A SUBDIVISION IN THE NORTH FRACTIONAL $\frac{1}{2}$ OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS RECORDED 63099 AS DOCUMENT NUMBER 99631468.

TAX NUMBERS:

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17-10-102-003
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17-10-102-029
17-10-102-030
17-10-102-031
17-10-102-032

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730 N. Michigan Avenue
Chicago, Illinois 60611

Cook County Clerk's Office