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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2010 075293

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MC...
RECORD

**THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

Mark B. Hillis, Esq.
Carmody MacDonald, P.C.
120 S. Central Avenue, Suite 1800
St. Louis, Missouri 63105



ASSIGNMENT OF RENTS AND LEASES

This **ASSIGNMENT OF RENTS AND LEASES** (the "Assignment") is made effective as of November 24, 2010, by **KAINAN INVESTMENT GROUPS, INC.**, corporation duly organized and existing under the laws of the State of Illinois (the "Assignor"), 1887 Snead Street, Bolingbrook, Illinois 60490, to **FNC REALTY CORPORATION**, a Delaware corporation, its successors and assigns (the "Assignee"), 3333 New Hyde Park Road, Suite 100 (P.O. Box 5020) New Hyde Park, New York 11042.

FOR VALUE RECEIVED, Assignor hereby grants, transfers, assigns, and sets over to Assignee all of Assignor's right, title and interest (1) in and to all the rents, issues, and profits of and from the premises legally described in Exhibit A attached hereto and made a part hereof and all improvements whatsoever now or hereafter situated thereon (collectively, the real property and improvements thereon described above are referred to herein as the "Premises"), and (2) in and to all leases, now or hereafter existing, of all or any part of the Premises (the "Leases" or singularly, a "Lease"). Exhibit B attached hereto and made a part hereof sets forth all existing Leases.

Without limiting the generality of the foregoing, Assignor agrees as follows:

1. Assignor grants, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Leases and in and to the right of use and possession of the Premises, including any and all of the rents, issues, profits and avails, now due or which may hereafter become due under and by virtue of any Lease, whether written or oral, or any letting or any agreement from the use of occupancy of any part of the Premises which may heretofore have been or which may hereafter be made or agreed to between Assignor or any other present, prior, or subsequent owner of the Premises, of any interest therein, or which may be made or agreed to by Assignee, its respective successors or assigns, under the powers herein granted and any tenant or occupant of all or any part of the Premises; all for the purposes of securing:

First American Title Order # 1005462068-NY

Return to!
First American Title Insurance Company
Attn: Deborah Cross
30 N. LaSalle St, Suite 2700
Chicago, IL 60602

26 CO
~~200 over~~
40745
#017496 LR
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(a) Payment of the indebtedness evidenced by a certain Promissory Note, in the principal amount of Nine Hundred Seventy-Five Thousand and No/100 Dollars (\$975,000.00), executed by the parties on even date herewith (together with any amendments, renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the foregoing, collectively, the "Note"), which Note is secured by a certain Mortgage, Security Agreement and Fixture Filing of Assignor's interest in the Premises, executed by the parties on even date herewith (together with any amendments, renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the foregoing, collectively, the "Mortgage").

(b) Payment of all other sums with interest thereon (if applicable) which become due and payable to Assignee under the terms hereof and as set forth in the Note and Mortgage.

(c) Performance and discharge of each and every term, provision, condition, obligation, covenant and agreement of Assignor herein and as set forth in the Note, the Mortgage and any other Related Writing (as defined in the Note).

2. Assignor represents that (a) Assignor is or will be the lessor under the terms and provisions of the Leases; (b) as of the date hereof, all Leases, subleases or agreements to lease or sublease all or any part of the Premises are described in detail on Exhibit B attached hereto and incorporated herein by reference; (c) Assignor is entitled to receive all the rents, issues and profits and to enjoy all the rents and benefits mentioned herein and assigned hereby and the same have not been heretofore sold, assigned, transferred or set over by any instrument now in force and will not at any time during the life of these presents, be sold, assigned, transferred, or set over by assignor or any other person or persons taking under or through Assignor, except subject to this Assignment; and (d) Assignor has the sole right to sell, assign, transfer, and set over the same and to grant and confer upon Assignee the rights, interests, powers and/or authorities herein granted and conferred.

3. Assignor will from time to time execute any and all instruments reasonably requested by Assignee in order to effectuate this Assignment and to accomplish any of the purposes that are necessary or appropriate in connection with this Assignment, including without limitation specific assignments of any Lease or agreement relating to the use and occupancy of the Premises or to any part thereof now or hereafter in effect, as may be necessary or desirable in Assignee's opinion in order to constitute the same as a Lease hereunder.

4. This Assignment shall in no way operate to restrict or prevent Assignee from pursuing any remedy which it may now or hereafter have because of any present or future breach of the terms or conditions of the Mortgage and/or the Note, or as set forth in any other instrument or agreement related to the indebtedness secured hereby.

5. Assignee shall not in any way be responsible for any failure to do any or all of the things for which the rights, interests, powers or authority are herein granted; and Assignee shall not be responsible for or liable under any of the agreements undertaken or obligations imposed upon Assignor under leases or other agreements with respect to the Premises.

6. Assignee shall be accountable only for the amounts, if any, actually received by it under the terms of this Assignment.

7. Failure by Assignee to do any of the things or exercise any of the rights, interest, powers, or authority granted hereunder shall not be construed as a waiver of any of the rights, interests, powers or authorities assigned and granted to Assignee under this instrument.

8. Assignee shall assign this Assignment and the rights accruing hereunder, to any subsequent assignee and holder of the Note and Mortgage for which this Assignment is given, as additional security.

9. Subject to the provisions of Section 10 below, the parties agree that this Assignment is an actual assignment effective as of the date hereof, and that upon demand made by Assignee on the lessee under any of the Leases or on any person liable for any of the rents, issues, and profits of or from the Premises or any part thereof, such lessee or person liable for any of such rents, issues, and profits shall, and is hereby authorized and directed to, pay to or upon Assignee's order, and without any inquiry of any nature, all rents then or thereafter accruing under the Leases or any other instrument or agreement, oral or written, granting rights to, and creating an obligation to pay, rents, issues or profits in connection with the Premises.

10. As long as no Event of Default has occurred and is continuing, as defined in the Note, the Mortgage or any other Related Writing ("Event of Default"), Assignee agrees not to demand from any lessee under the Leases or from any other persons liable therefor, any of the rents, issues, or profits hereby assigned but shall permit Assignor to collect all such rents, issues, and profits from the Premises and the Leases on but not prior to accrual and to retain and enjoy the same, provided, however, that notwithstanding the provisions of this section, all lessees under the Leases and all persons liable for rents, issues and profits of and from the Premises, shall comply with any demands for rents made by Assignee pursuant to the provisions of this Assignment without reference to whether or not the same is made in accordance with this section.

11. Upon or at any time after the occurrence of an Event of Default which is continuing, Assignee may declare all sums secured hereby immediately due and payable and may, at Assignee's option, without notice, either in Assignee's person or by agent and with or without bringing any action or proceeding, or by any receiver to be appointed by a court, enter upon, take possession of, and manage and operate the Premises and each and every part thereof, and in connection therewith, Assignee may make, enforce and modify Leases; fix or modify rents; repair, maintain and improve the Premises; employ contractors, subcontractors, and workmen in and about the Premises; obtain and evict tenants; in its own name, sue for or otherwise collect or reserve any and all rents, issues and profits, including those past due and unpaid; employ leasing agents, managing agents, attorneys and accountants in connection with the enforcement of Assignee's rights hereunder and pay the reasonable fees and expenses thereof; and otherwise do and perform any and all acts which Assignee may deem necessary and appropriate in and about the Premises for the protection thereof and of Assignee's rights hereunder or under the Note or the Mortgage or under any other instrument or agreement related to the indebtedness, and any and all amounts expended by Assignee in connection with the foregoing shall constitute additional indebtedness secured hereby. Assignee shall apply any moneys collected by Assignee, as aforesaid, less costs and expenses incurred, as aforesaid, upon any indebtedness secured hereby in such order and manner as Assignee may reasonably determine. The entering upon and taking possession of the Premises; the collection of rents, issues and profits; the exercise of any rights hereinabove specified; and the application of collections, as aforesaid, shall not cure, waive modify or affect any default or Event of Default hereunder or under the Note or the Mortgage or under any other instrument or agreement related to the indebtedness.

12. All tenants or occupants of any part of the Premises are hereby authorized to recognize the claims and demands of Assignee without investigation as to the reason for any action taken by Assignee or the validity or the amount of indebtedness owing to Assignee or the existence of any default hereunder or under the Note or Mortgage or under any other instrument or agreement related to any such indebtedness or the application to be made by Assignee, of any amounts to be paid to Assignee. Assignee's sole signature shall be sufficient for the exercise of any right under this Assignment and Assignee's sole receipt given for any sums received shall be a full discharge and release therefore to any such tenant or occupant of the Premises. Checks for all or any part of the rental collected under this Assignment shall be made to the exclusive order of Assignee upon Assignee so requesting in writing.

13. Assignor shall perform all of its obligations as lessor under the Leases, and shall give prompt notice to Assignee of any notice of default by Assignor under any Lease, together with a complete copy of any such notice. Assignor shall enforce the performance and observance of each and every covenant of the lessees under the Leases.

14. Assignee shall not be obligated to perform or discharge any obligation, duty, or liability under the Leases, nor shall this Assignment operate to place upon Assignee responsibility for the control, operation, management or repair of the Premises or the carrying out of any of the terms and conditions of the Leases; nor shall this Assignment operate to make Assignee liable for any waste committed on the Premises by the lessee under any Lease or any other party, or for any dangerous or defective condition of the Premises, or for any negligence (except gross negligence) in the management, upkeep, repair or control of the Premises, resulting in loss, injury or death to any tenant, licensee, employee, invitee or stranger.

15. Assignor shall, and does hereby agree to, indemnify, defend and hold Assignee harmless of and from any and all liability, loss or damage which Assignee may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on Assignee's part to perform or discharge any of the terms, covenants or agreements contained in the Leases, excepting only those liabilities, losses or damages which are the result of Assignee's gross negligence or willful misconduct. In the event that Assignee incurs any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby. Assignor shall reimburse Assignee therefore within ten (10) days of written demand, and upon Assignor's failure to do so, Assignee may declare all sums thereby immediately due and payable.

16. Assignee has not received any security deposit by any lessee with the Assignor, nor have any such security deposits been transferred to Assignee; and Assignee assumes no responsibility or liability for any such security deposits.

17. Assignor will not enter into, materially modify, change, alter, supplement or amend, surrender or accept surrender, cancel or terminate Leases outside the normal course of business without Assignee's prior written consent, which consent shall not be unreasonably withheld.

18. This Assignment shall be recorded and filed and rerecorded and refiled in each and every public office in which said filing and recording may be necessary to constitute record of notice of this Assignment and the terms and provisions hereof as applicable to the Premises, and Assignee shall execute and deliver all such documents as may be reasonably required to evidence the same.

19. Upon payment in full of all indebtedness and on the performance of all the obligations secured hereby, this Assignment shall become null and void and of no effect.

20. This Assignment is binding on and inures to the benefit of the parties hereto, their successors and assigns. The term "Assignor," as used herein, shall include the named Assignor and all Assignor's successors and assigns. The term "Assignee," as used herein, shall include the named Assignee and all Assignee's successors and assigns.

21. All notices required to be given by either party to the other under this Assignment shall be in writing, may be sent by telefacsimile (unless otherwise required by law), and shall be effective when actually delivered or when deposited with a nationally recognized overnight courier, or when three (3) days after the date deposited in the United States mail, first class postage prepaid, addressed to the party to whom the notice is to be given at the address shown below or to such other addresses as either party may designate to the other in writing, from time to time:

To Assignee: FNC Realty Corporation
3333 New Hyde Park Road, Suite 100
P.O. Box 5020
New Hyde Park, New York 11042
Attn: General Counsel

With a copy to: Carmody MacDonald P.C.
120 S. Central Ave., Suite 1800
St. Louis, Missouri 63105
Attn: Mark B. Hillis

10600 W. Higgins Road, Suite 408
Rosemont, Illinois 60018
Attn: Regional Counsel

10600 W. Higgins Road, Suite 408
Rosemont, Illinois 60018
Attn: Scott Tucker

To Assignor: Kainan Investments Group, Inc.
1887 Snead Street,
Bolingbrook, Illinois 60490
Attn: Wei Zheng

With copy to: 208 S. LaSalle Street, Ste. 1400
Chicago, IL 60604
Attn: Tony Shu

[Signature page to follow]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

ASSIGNOR:

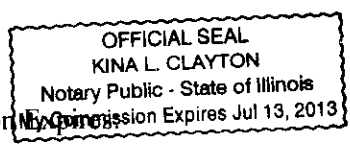
KAINAN INVESTMENT GROUPS, INC.
an Illinois corporation

By: [Signature]
Name: WEI ZHENG
Title: PRESIDENT

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public, in and for the said County and State, DO HEREBY CERTIFY that WEI ZHENG, the President of KAINAN INVESTMENT GROUPS, INC., an Illinois corporation, duly organized and existing under the laws of the State of Illinois, and whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

24 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on this day of November, 2010.



[Signature]
Notary Public

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Name: Mark B. Hillis

Exhibit A

Legal Description of the Parcel

Parcel 1:

LOTS 2 AND 3 IN EASTLAKE INDUSTRIAL PARK, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 53, PAGE 47 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Parcel 2:

NON-EXCLUSIVE EASEMENT RIGHTS FOR INGRESS AND EGRESS CREATED BY ACCESS AGREEMENT BY AND BETWEEN HOME DEPOT, U.S.A., INC. A DELAWARE CORPORATION AND FRANK'S NURSERY CRAFTS, INC., A MICHIGAN CORPORATION, UPON THE TERMS AND CONDITIONS THEREIN PROVIDED; RECORDED FEBRUARY 16, 1995 AS DOCUMENT NO. 95008500 OVER THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT THE NORTHEAST CORNER OF LOT 3 OF SOUTHLAKE PLAZA ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 73, PAGE 30, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE SOUTH ON THE EAST LINE OF LOT 3 A DISTANCE OF 86 FEET TO THE POINT OF BEGINNING OF THE EASEMENT DESCRIBED HEREBY: THENCE CONTINUING SOUTH ON THE EAST LINE 24 FEET TO A POINT THENCE WEST ON A LINE PARALLEL TO AND 110 FEET SOUTH OF THE NORTH LINE OF LOT 3 A DISTANCE OF 70 FEET TO A POINT: THENCE NORTH ON A LINE PARALLEL TO AND 70 FEET WEST OF THE EAST LINE OF LOT 3 A DISTANCE OF 110 FEET MORE OR LESS TO THE NORTH LINE OF LOT 3; THENCE EAST ON THE NORTH LINE OF LOT 3 A DISTANCE OF 50 FEET; THENCE SOUTH ON A LINE PARALLEL TO AND 20 FEET WEST OF THE EAST LINE OF LOT 3 A DISTANCE OF 86 FEET; THENCE EAST 20 FEET MORE OR LESS TO THE POINT OF BEGINNING.

Address: 2999 E. Lincoln Hwy
Merrillville IN

Parcel: 45-12-23-426-012,000-046
45-12-23-424-009,000-046

EXHIBIT B

EXISTING LEASES

Any and all leases, currently in effect or hereinafter existing in connection with the property described in Exhibit A.

NONE.