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This Assignment was prepared by
and when recorded, return to: **2011 014181**

Lane R. Moyer, Esq. (CWM)
Vedder Price P.C.
222 N. LaSalle Street, Suite 2500
Chicago, Illinois 60601-1003

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHELLE R. FAJMAN
RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

ASSIGNMENT OF LEASES AND RENTS

081410-1100
2011-014181
MTG

Dated as of
Document is NOT OFFICIAL!
 February 28, 2011
This Document is the property of the Lake County Recorder!
 FROM
 WALNUT CREEK PROPERTY, INC.,
 an Indiana corporation
 TO
 HARRIS N.A.,
 a national banking association

CHICAGO/#2159988.3

Ref 1

AMOUNT \$ 34⁰⁰
 CASH _____ CHARGE _____
 CHECK # 028441
 OVERAGE _____
 COPY _____
 NON-COM _____
 CLERK 175 _____

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ASSIGNMENT OF LEASES AND RENTS

This Assignment of Leases and Rents (the "*Assignment*") is dated as of February 28, 2011, from WALNUT CREEK PROPERTY, INC., an Indiana corporation with its principal place of business and mailing address at 20601 S. LaGrange Road, Frankfort, Illinois 60423 (hereinafter referred to as "*Assignor*") to Harris N.A., a national banking association with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 (hereinafter referred to as "*Assignee*");

WITNESSETH THAT:

WHEREAS, Assignor and certain of its affiliates (together with its successors and assigns, collectively the "*Borrower*") may from time to time borrow money or otherwise obtain credit from Assignee and, in connection therewith, Borrower may sign and deliver to Assignee such notes, agreements, guaranties, and/or applications evidencing such obligations or otherwise setting forth the terms and conditions related thereto, which indebtedness, obligations, and liabilities (together with all interest and fees thereon, and all costs and expenses related thereto), whether now existing or hereafter arising, are to be secured by this Assignment;

NOW, THEREFORE, to secure (i) each of the following:

(a) the payment of the term loan advanced to or for the account of Borrower under that certain Credit Agreement dated as of February 28, 2011, between Borrower and Assignee, as the same may from time to time be amended, modified or restated (the "*Credit Agreement*"), in the principal amount of \$5,618,000.00 and which is expressed to mature on February 27, 2016, the final maturity thereof, and all promissory note(s) issued thereunder (if any), including all promissory notes issued, in whole or in part, in extension or renewal thereof or in substitution or replacement therefor, as each of the foregoing may from time to time be amended or modified (the "*Note*"), together with all interest on the outstanding principal balance of such term loan and the payment of all prepayment premiums, fees, costs and expenses from time to time payable under the terms of or otherwise relating to the Credit Agreement or the Note.

(b) the payment of all amounts now and from time to time hereafter advanced to or for the account of Borrower under the Credit Agreement, which advances may aggregate up to \$2,500,000.00 in principal at any one time outstanding and are expressed to mature on February 27, 2012, the final maturity thereof, and all promissory note(s) issued thereunder (if any), including all promissory notes issued, in whole or in part, in extension or renewal thereof or in substitution or replacement therefor, as each of the foregoing may from time to time be amended or modified (the "*Note*"), together with all interest on all such advances and the payment of all prepayment premiums, fees, costs and expenses from time to time payable under the terms of or otherwise relating to the Credit Agreement or the Note.

(c) the payment of all reimbursement obligations from time to time owing to Assignee under one or more Application and Indemnity Agreements for letters of credit executed and delivered under the Credit Agreement, as the same may from time to time be amended, modified or restated (the "*Applications*"), relating to drawing(s) made under one or more letters

of credit issued by Assignee for the account of Borrower in the stated amount not to exceed, when taken together with the principal amount of advances made under the revolving line of credit extended under the Credit Agreement, subject to renewals thereof as therein provided for (such letters of credit, and any and all letters of credit issued in renewal thereof or in substitution or replacement therefor, as each of the foregoing may from time to time be amended or modified, being hereinafter referred to as the "*Letters of Credit*"), together with all interest on all such reimbursement obligations and the payment of all prepayment premiums, fees, costs and expenses from time to time payable under the terms of or otherwise relating to the Applications or the Letters of Credit.

(d) the payment of all indebtedness, obligations, and liabilities from time to time owing by Assignor and/or Borrower under that certain Hazardous Substance Certificate and Indemnity Agreement dated as of February 28, 2011, from Assignor and Borrower in favor of Assignee, and all agreements entered into in substitution or replacement therefore, in each case as the same may be amended, modified, or restated (the "*Environmental Indemnity Agreement*").

(e) the payment of all indebtedness, obligations, and liabilities from time to time owing by Borrower under one or more interest rate, foreign currency, and/or commodity swap, exchange, cap, collar, floor, forward, future or option agreements, or any other similar interest rate, currency or commodity hedging arrangements, entered into with Assignee, or any its affiliates (the "*Hedging Agreements*"), including all amounts arising under or in connection with the termination thereof, together with all interest on thereon and the payment of all fees, costs and expenses from time to time payable under the terms of or otherwise relating to the Hedging Agreements.

(all such notes, agreements, and/or applications evidencing such indebtedness, obligations, and liabilities or otherwise setting forth the terms and conditions related thereto, and all guaranties and security documents therefor, being hereinafter collectively referred to as the "*Loan Documents*"), including but not limited to that certain Mortgage and Security Agreement with Assignment of Rents bearing even date herewith from Assignor to Assignee (such Mortgage, as it may be amended, modified, or restated from time to time, being referred to herein as the "*Mortgage*"), conveying and mortgaging the premises hereinafter referred to as security for the indebtedness described herein, (ii) the payment of all other indebtedness, obligations and liabilities which this Assignment secures pursuant to any of its terms, and (iii) the observance and performance of all covenants and agreements contained herein or in the Loan Documents or in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto (all of such indebtedness, obligations and liabilities described in clauses (i), (ii), and (iii) above being hereinafter collectively referred to as the "*Secured Indebtedness*"), Assignor does hereby assign, transfer and set over unto Assignee, its successors and assigns, and grant to Assignee, its successors and assigns, a continuing security interest in, all right, title and interest of Assignor in, under or pursuant to any and all present or future leases or subleases, whether written or oral, or any letting of possession of, or any agreements for the use or occupancy of, the whole or any part of the real estate and premises hereinafter described which Assignor may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by Assignee under the powers hereinafter granted, including all amendments and supplements to and renewals thereof at any time made (individually a "*Lease*" and collectively the "*Leases*"), relating to that certain real estate situated

in the County of Lake, State of Indiana described in Schedule I attached hereto and made a part hereof and the improvements now or hereafter erected thereon (the "premises"), including, without limiting the generality of the foregoing, all right, title and interest of Assignor in and to all the rents (whether fixed or contingent), earnings, renewal rents and all other sums due or which may hereafter become due under or by virtue of the Leases and all rights under or against guarantors of the obligations of lessees and obligors under the Leases.

TO HAVE AND TO HOLD the Leases and the properties, rights and privileges hereby assigned, and in which a security interest is granted, or intended so to be, unto Assignee, its successors and assigns, forever; *provided, however*, that this Assignment is upon the express condition that if the Secured Indebtedness shall be fully paid and performed and all commitments contained in the Loan Documents to extend credit thereunder shall have terminated, then this Assignment and the estate and rights hereby granted shall cease and this Assignment shall be released by Assignee upon the written request and at the expense of Assignor, otherwise to remain in full force and effect.

This Assignment is given to secure, among other things, one or more term loan and future advances made or to be made under a line of credit and/or arising out of draws made or to be made under letter(s) of credit and shall secure not only presently existing Secured Indebtedness under the Loan Documents but also future advances, whether such advances are obligatory or to be made at the option of Assignee, or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Assignment, although there may be no advance made at the time of execution of this Assignment and although there may be no Secured Indebtedness outstanding at the time any advance is made. The lien of this Assignment shall be valid as to all Secured Indebtedness, including future advances, from the time of its filing for record in the recorder's office in the county in which the premises are located. The total amount of Secured Indebtedness may increase or decrease from time to time, but the total unpaid balance of Secured Indebtedness (including disbursements which Assignee may make under the Mortgage, the Loan Documents or any other documents related thereto) at any one time outstanding shall not exceed a maximum principal amount of Twenty Million Dollars (\$20,000,000.00) plus interest thereon, all fees, costs and expenses payable thereunder, and all disbursements made for payment of taxes, special assessments or insurance on the premises and interest on such disbursements (all such indebtedness being hereinafter referred to as the "*maximum amount secured hereby*"). This Assignment shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the premises, to the extent of the maximum amount secured hereby.

Assignor hereby covenants and agrees with Assignee as follows:

1. *Payment of the Secured Indebtedness.* The Secured Indebtedness will be promptly paid as and when the same becomes due.
2. *Power of Attorney.* Assignor does hereby irrevocably constitute and appoint Assignee the true and lawful attorney of Assignor with full power of substitution for Assignor and in Assignor's name, place and stead to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all sums due or to become due under any Lease, with

full power to settle, adjust or compromise any claim thereunder as fully as Assignor could do, and to endorse the name of Assignor on all commercial paper given in payment or in part payment thereof, and in Assignee's discretion to file any claim or take any other action or proceeding, either in Assignee's name or in the name of Assignor or otherwise, which Assignee may deem necessary or appropriate to protect and preserve the right, title and interest of Assignee in and to such sums and the security intended to be afforded hereby.

3. *No Encumbrances.* Assignor warrants to Assignee that Assignor has good right to make this Assignment and that Assignor has not heretofore alienated, assigned, pledged or otherwise disposed of any of the rights, rents and other sums due or which may hereafter become due and which are intended to be assigned hereunder.

4. *Collection of Rents.* This Assignment includes and establishes a present absolute and primary transfer and assignment of all rents, earnings, income, issues and profits of the premises, but so long as no Event of Default shall exist under the Loan Documents and no event shall exist which by lapse of time or service of notice, or both, has or would become an Event of Default thereunder, Assignor shall have the right and license to collect, use and enjoy all rents and other sums due or to become due under and by virtue of any Lease as they respectively become due, but not more than 30 days in advance and, except as otherwise provided for herein, to enjoy all of the rights and privileges of the lessor under each Lease, including, without limitation, the right to enforce the obligations of any lessee under any Lease.

5. *Tenant Notices.* Assignor hereby irrevocably consents to and authorizes and directs that the lessee or tenant or other obligor under any Lease upon demand and notice from Assignee of Assignee's right to receive rents and other sums hereunder, shall pay such rents and other sums to Assignee without any obligation on the part of such lessee or tenant or other obligor to determine the actual existence of any default or event claimed by Assignee as the basis for Assignee's right to receive such rents or other sums and notwithstanding any notice from or claim of Assignor or any of them to the contrary. Assignor hereby waives any right or claim against any lessee or tenant or other obligor for any such rents and other sums paid by lessee or tenant or other obligor to Assignee.

6. *Remedies.* Without limiting any legal rights of Assignee as the absolute assignee of the rents, issues and profits of the premises and in furtherance thereof, Assignor agrees that in the Event of Default under any Loan Document, whether before or after the Secured Indebtedness is declared due in accordance with its terms and whether before or after satisfaction of any requirement of the lapse of time or the giving of notice or both on which acceleration after default may be conditioned, Assignee may, at its option, to the extent permitted by applicable law, (i) take actual possession of the premises hereinabove described, or of any part thereof, personally or by agent or attorney, as for condition broken, and with or without force and with or without process of law, enter upon, take, and maintain possession of all or any part of said premises together with all documents, books, records, papers and accounts relating thereto, and exclude Assignor, its agents or servants, therefrom and hold, operate, manage and control the premises, and at the expense of Assignor, all of which to constitute Secured Indebtedness hereunder, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the premises as may seem judicious, and pay taxes, assessments and prior or proper charges on the premises, or any

part thereof, and insure and reinsure the same, and lease the premises in such parcels and for such times and on such terms as Assignee may deem fit, including leases for terms expiring beyond the maturity of the Secured Indebtedness, and cancel any lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same, and in every such case have the right to manage and operate the premises and to carry on the business thereof as Assignee shall deem proper, (ii) with or without taking possession of the premises, proceed to enforce the Leases and collect all sums due or to become due thereunder and by so doing Assignee shall not be deemed a mortgagee in possession nor to have assumed or become responsible or liable for any obligations of Assignor arising thereunder or in respect thereof, and (iii) have a receiver appointed of all or any portion of the premises and the rents, issues, and profits thereof, with such power as the court making such appointment shall confer, and Assignor hereby consents to the appointment of such receiver and shall not oppose any such appointment.

7. *Application of Sums Received.* Any sums received by Assignee under or by virtue of this Assignment shall be applied in accordance with the terms and provisions of the Credit Agreement.

8. *Further Assurances.* Assignor hereby further covenants that Assignor will upon request of Assignee execute and deliver such further instruments and do and perform such other acts and things as Assignee may reasonably deem necessary or appropriate to more effectively vest in and secure to Assignee the rights and rents which are intended to be assigned to Assignee hereunder. Assignor irrevocably waives any right it now or hereafter may have to offset any claim or liability owing from any it to any obligor on a Lease against sums due or to become due from such obligor under a Lease.

9. *Covenants of Assignor.* Assignor covenants and agrees to observe and perform all of the obligations imposed on it under the Leases and not to do or permit to be done anything to impair the security thereof, not to execute any Lease on terms and conditions less satisfactory to the lessor than are usual and customary in leases with a similar term and for similar types of space in the general market area where the premises is located, not to further assign or encumber its rights under the Leases or its rights to the rents or other sums due or to become due thereunder and not suffer or permit any of the Leases to be subordinated to any other liens or encumbrances whatsoever, any such subordination to be null and void unless done with the written consent of Assignee. Assignor further covenants and agrees not to amend, modify or terminate any of the Leases without the prior written consent of Assignee, *provided* that unless and until an Event of Default or any event which with the lapse of time, the giving of notice, or both would constitute such an Event of Default has occurred under the terms of any Loan Document, Assignor may enter into amendments and modifications to Leases which do not adversely affect the security thereof and may terminate Leases if substantially concurrent with such termination, it shall have entered into a new Lease of the space which was the subject of the terminated Lease upon terms and conditions no less beneficial to it than those contained in the terminated Lease and with a lessee of at least equal creditworthiness to the terminated lessee. Assignor further covenants and agrees that it will, at the request of Assignee, submit the executed originals of all Leases to Assignee.

10. *No Obligations of Assignee.* The acceptance by Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon

and taking of actual physical possession of the premises by Assignee, be deemed or construed to constitute Assignee a mortgagee in possession nor impose any obligation whatsoever upon Assignee, it being understood and agreed that Assignee does not hereby undertake to perform or discharge any obligation, duty or liability of the landlord under any Leases or under or by reason of this Assignment. Assignee shall have no liability to Assignor or anyone for any action taken or omitted to be taken by it hereunder, except for its gross negligence or willful misconduct. Should Assignee incur any liability, loss or damage under or by reason of this Assignment or for any action taken by Assignee hereunder, or in defense against any claim or demand whatsoever which may be asserted against Assignee arising out of any Lease, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the Reimbursement Rate (as defined in the Mortgage), shall be secured by this Assignment, and Assignor shall reimburse Assignee therefore immediately upon demand, Assignor obligation to so pay to survive payment of the Secured Indebtedness and the release of this Assignment.

11. *Assignee's Remedies Cumulative; No Waiver.* The rights and remedies of Assignee hereunder are cumulative and are not secondary to or in lieu of but are in addition to any rights or remedies which Assignee shall have under the other Loan Documents, or any other instrument or document or under applicable law and the exercise by Assignee of any rights and remedies herein contained shall not be deemed a waiver of any other rights or remedies of Assignee, whether arising under the other Loan Documents or otherwise, each and all of which may be exercised whenever Assignee deems it in its interest to do so. The rights and remedies of Assignee may be exercised from time to time and as often as such exercise is deemed expedient and the failure of Assignee to enforce any of the terms, provisions and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof. The right of the Assignee to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to the Assignee shall, to the extent not prohibited by law, extend also to the period from and after the filing of any suit to foreclose the lien of the Mortgage, including any period allowed by law for the redemption of the premises after any foreclosure sale.

12. *Reserved.*

13. *Notices.* All communications provided for herein shall be in writing and shall be deemed to have been given when delivered personally or mailed by first class mail, postage prepaid, addressed to the parties hereto at their addresses as shown at the beginning of this Assignment or to such other and different address as Assignor or Assignee may designate pursuant to a written notice sent in accordance with the provisions of this Section.

14. *Governing Law.* The creation of this Assignment, the perfection of the lien and security interest in the Leases, and the rights and remedies of Assignee with respect to the Leases, as provided herein and by the laws of the state in which the premises is located, shall be governed by and construed in accordance with the internal laws of the state in which the premises are located without regard to principles of conflicts of law. Otherwise, the Loan Documents and all other obligations of Assignor (including, but not limited to, the liability of Assignor for any deficiency) shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to principles of conflicts of laws, such state being the state where such documents were executed and delivered.

15. *Partial Invalidity.* All rights, powers and remedies provided herein are intended to be limited to the extent necessary so that they will not render this Assignment invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Assignment shall be held to be invalid, illegal or unenforceable, the validity and enforceability of the other terms of this Assignment shall in no way be affected thereby.

16. *Successors and Assigns.* This Assignment shall be assignable by Assignee and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto. All provisions hereof are severable and if any provisions hereof shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall in no way be affected thereby. If more than one party signs this instrument as Assignor, then the term "Assignor" as used herein shall mean all of such parties, jointly and severally.

17. *Headings.* The headings in this Assignment are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

18. *Changes, Etc.* This Assignment and the provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.



(Signature Page to Assignment of Leases and Rents)

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

WALNUT CREEK PROPERTY, INC., an
Indiana corporation

By: William Christakes
William Christakes, its President
and its Secretary

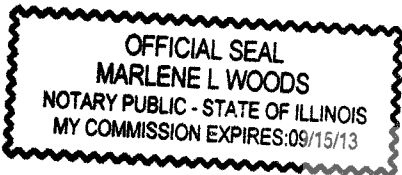


ACKNOWLEDGMENT

STATE OF Ill)
COUNTY OF Will) SS.

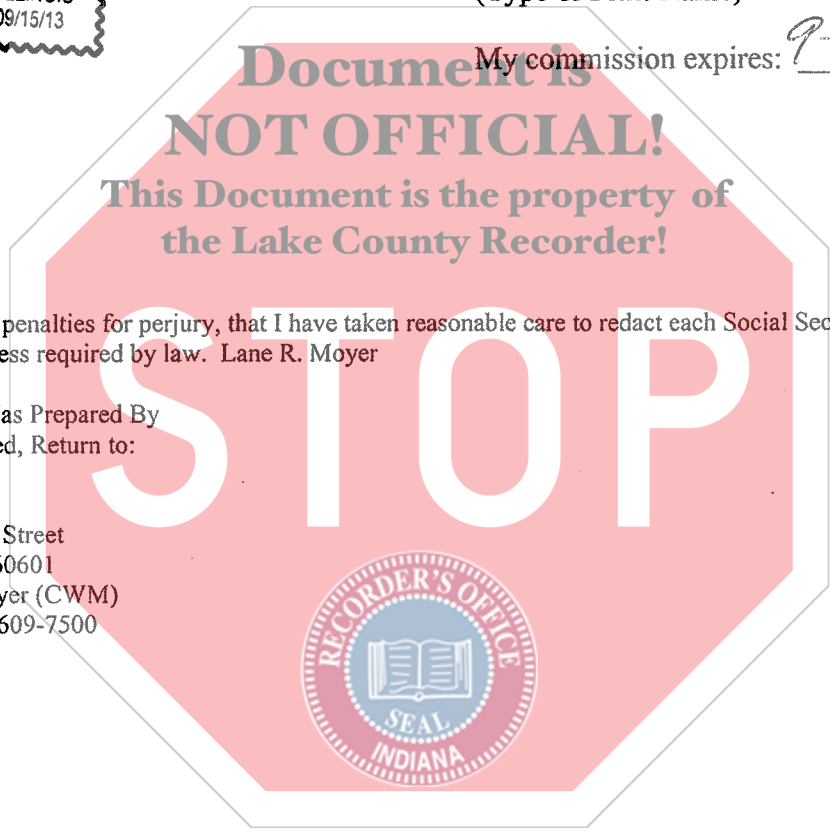
The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that William Christakes, the President and Secretary of **Walnut Creek Property, Inc., an Indiana corporation**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said **corporation** for the purposes therein set forth.

Given under my hand and notarial seal this 17 day of Feb 2011.
(Notary Seal) Marlene L. Woods
Notary Public



Marlene L. Woods
(Type or Print Name)

My commission expires: 9-15-13



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. Lane R. Moyer

This Instrument Was Prepared By
and When Recorded, Return to:

Vedder Price P.C.
222 North LaSalle Street
Chicago, Illinois 60601
Attn: Lane R. Moyer (CWM)
Telephone: (312) 609-7500

SCHEDULE I

LEGAL DESCRIPTION

Part of the Northwest Quarter of Section 4, Township 34 North, Range 9 West of the Second Principal Meridian, in the Town of St. John, Lake County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 4; thence South 00 degrees 13 minutes 42 seconds West, along the West line of said Section 4, a distance of 547.80 feet; thence South 89 degrees 26 minutes 14 seconds East, a distance of 664.95 feet to the Point of Beginning; thence South 89 degrees 26 minutes 14 seconds East, a distance of 457.50 feet to a point on the Westerly right of way line of the 100 foot wide Penn Central Railroad; thence South 00 degrees 31 minutes 26 seconds East, along the aforesaid right of way line, a distance of 51.02 feet; thence South 89 degrees 28 minutes 34 seconds West, a distance of 150.00 feet; thence South 00 degrees 31 minutes 26 seconds East, a distance of 426.21 feet; thence South 89 degrees 26 minutes 15 seconds West, along the centerline of the Chicago District Electric Generating Corporation easement, a distance of 313.63 feet to the East line of St. John Business Center Unit 1, as shown in Plat Book 65, page 42; thence North 00 degrees 12 minutes 39 seconds East, along the East line of St. John Business Center Unit 1, a distance of 480.00 feet to the Point of Beginning.

Parcel II:

Part of the Northwest Quarter of Section 4, Township 34 North, Range 9 West of the Second Principal Meridian, in the Town of St. John, Lake County, Indiana, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 4; thence South 00 degrees 13 minutes 42 seconds West, along said West line; a distance of 347.80 feet to the Point of Beginning; thence South 89 degrees 26 minutes 14 seconds East, a distance of 1119.82 feet to a point on the West line of the 100 foot wide Penn Central Railroad; thence South 00 degrees 31 minutes 26 seconds East, along said right of way line, a distance of 200.03 feet; thence North 89 degrees 26 minutes 14 seconds West, a distance of 1122.44 feet to a point on the West line of said Section 4; thence North 00 degrees 13 minutes 42 seconds East along the West line of said Section 4, a distance of 200.00 feet to the Point of Beginning.

Parcel III:

Lot 1, St. John Business Center Unit 1, to the Town of St. John, Lake County, Indiana, as shown in Plat Book 65, page 42, in Lake County, Indiana.

County Parcel:

40-52-0002-0001

40-52-0002-0007

40-52-0069-0001