NYSCEF DOC. NO. 9

RECEIVED NYSCEF: 06/15/2020

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") made as of the 4th day of January, 2017, by TE TO CHASE ASSET I LLC, a Delaware limited liability company, having its principal place of business at 150 East 58th Street, 39th Floor, New York, New York 10155, as assignor ("Borrower") to LY TE LLC, a Delaware limited liability company, having an address at 1211 Avenue of the Americas, 41st Floor, New York, New York 10036, as assignee ("Lender").

RECITALS:

This Assignment is given in connection with a loan in the principal sum of FIFTY MILLION THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$50,325,000.00) (the "Loan") made by Lender to Borrower pursuant to that certain Loan Agreement, dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement") and evidenced by the Note (as defined in the Loan Agreement).

Borrower desires to secure the payment of the Debt (defined below) and the performance of all of its obligations under the Note, the Loan Agreement, the Security Instrument (as defined in the Loan Agreement) and the other Loan Documents (as defined in the Loan Agreement).

This Assignment is given pursuant to the Loan Agreement, and payment, fulfillment, and performance by Borrower of its obligations thereunder and under the other Loan Documents are secured hereby, and each and every term and provision of the Loan Agreement and the Note, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Assignment.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

ARTICLE 1 - ASSIGNMENT

Section 1.01 <u>PROPERTY ASSIGNED</u>. Borrower hereby absolutely and unconditionally assigns and grants to Lender the following property, rights, interests and estates, now owned, or hereafter acquired by Borrower:

- (a) <u>Leases</u>. All existing and future leases, whether or not in writing, affecting the use, enjoyment, or occupancy of all or any part of that certain lot or piece of land more particularly described in Exhibit A annexed hereto and made a part hereof, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (collectively, the "Property") and the right, title and interest of Borrower, its successors and assigns, therein and thereunder.
- (b) Other Leases and Agreements. All other leases, subleases and other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Property or any portion thereof now or hereafter made, whether made before or after the filing by or against Borrower of any petition for relief under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship, arrangement,