

4
RECORDATION REQUESTED BY:
BUSEY BANK



Image# 010724530004 Type: AGREE
Recorded: 10/19/2009 at 03:27:15 PM
Total Amt: \$31.00 Page 1 of 4
IL Rental Housing Fund: \$10.00
McLean County, IL
H. Lee Newcom Recorder

File **2009-00032382**

PREPARED BY AND RETURN TO:

Busey Bank
c/o Bernice Lindoefer
2101 N. VETERANS PKWY
Bloomington, IL 61704

ASSIGNMENT OF GROUND LEASE BY LESSEE/OWNER
OF LEASEHOLD INTEREST

WHEREAS, **Normal Professional Baseball, LLC** (hereinafter called "Assignor") entered into a Ground Lease and Stadium Project Agreement (Ground Lease) dated May 25, 2009, with **Heartland Community College District** (hereinafter called "Lessor"), **and the Town of Normal, Illinois** under which Ground Lease the Lessor demised to Assignor premises legally described as:

See Exhibit "A", which is attached hereto and made a part hereof as if fully set forth herein.

which said premises are more particularly described in said Ground Lease, for the term from **May 25, 2009, to June 30, 2030**; and

WHEREAS, Assignor has made application or guaranteed to **Busey Bank** (hereinafter called "Assignee" or "Lender") for a loan in the amount of **Eleven Million and 00/100 Dollars (\$11,000,000.00)**, which loan has been conditionally authorized; and

WHEREAS, one of the conditions for the making of said loan is the assignment by said Assignor to the Lender of Assignor's interest in Ground Lease as collateral security for the indebtedness;

NOW, THEREFORE, in consideration of the premises and as an inducement to Assignee to make disbursement of said loan, the Assignor does hereby assign to Assignee all its right, title and interest in said Ground Lease.

Notwithstanding anything herein to the contrary, this assignment is made upon the express understanding and agreement that so long as Assignee, or holder of the Note, has not entered into possession of the property covered by said Ground Lease, Assignee, or the holder of the Note, shall not be liable for the performance of any of the obligations, agreements, and covenants, including but not limited to the obligation to pay rent, made or assumed by Assignor as Lessee in connection with said Ground Lease and that said Ground Lease and that said Assignor shall, notwithstanding this Assignment, remain liable for the performance of all and

that said obligations, agreements and covenants, including but not limited to the obligation to pay the balance of the rent provided for under said lease as it accrues.

The Assignor hereby covenants and agrees that the Assignor will not modify or rescind the Ground Lease hereby assigned, or any of the terms thereof, without first obtaining the written consent of the Assignee; and that the Assignor will not enter into any new lease or leases of the premises hereinabove identified, or any agreement for the use or occupancy of the premises hereinabove identified or any part thereof, without such written consent of the Assignee.

Dated this 16 day of June, 2009.

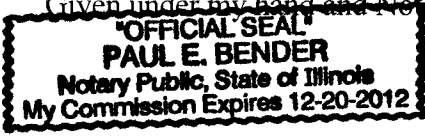
Normal Professional Baseball, LLC, Assignor

By: Steve Malliet

Its: Manager

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Steve Malliet, personally known to me to be the Manager, of Normal Professional Baseball, L.L.C., and personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument pursuant to authority given by the Member(s) of said Limited Liability Company, as his free and voluntary act of said Limited Liability Company, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 16th day of June, 2009.


Paul E. Bender
Notary Public

My commission expires: 12-20-2012

**CONSENT TO ASSIGNMENT OF GROUND LEASE
AND
NON DISTRUBANCE AGREEMENT**

The undersigned, **Heartland Community College District 540**, as in the foregoing Assignment of Ground Lease, hereby joins in said instrument for the purpose of consenting to such Assignment, and to all of the terms and conditions thereof, except, that this consent shall not be deemed or construed to authorize any reassignment of the aforesaid Ground Lease without the consent in writing of the Lessor thereto in each case first had and obtained. The undersigned hereby certifies that they have no agreements with Assignor with respect to the property covered by the Ground Lease or any part thereof, other than those contained in the said Ground Lease, for the period covered by such Ground Lease, that said Ground Lease is valid and binding in accordance with its terms, and that no defaults presently exist thereunder.

Further, the undersigned agrees that so long as the Assignee has not entered into possession of the premises covered by said Ground Lease for the purpose of operating the business, it shall not be liable for the rest or any of the obligations of the Assignor who shall remain liable for the rent and all other obligations contained in said Ground Lease.


The undersigned agrees to give the Assignor and the Assignee thirty (30) days written notice of any default under the terms of said Ground Lease as a condition precedent to the termination of the Ground Lease before taking any action for the purpose of terminating same for a breach of any covenant, agreement or condition contained in the Ground Lease. Such notice shall specify the nature of the alleged default and comply in full with all terms of the Ground Lease regarding notice and notice of default. Further, after notice of default, Assignee shall have all the rights, grace periods and opportunities to cure such defaults as allowed Assignor under the Ground Lease; and Assignee, may in its sole discretion, but without obligation, cure said defaults and take possession of the premises, leasehold and improvements thereon.

Assignee, its successors or assigns, is hereby granted the privilege to remove at any time any property brought upon the premises or improvements made thereon irrespective of the manner in which such property or improvements may be constructed or affixed to the premises.

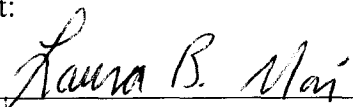
The foregoing shall constitute an amendment to the said Ground Lease and the provisions hereof shall govern if in conflict with any of the provisions contained in the original lease.

Dated this 15th day of June, 2009

Heartland Community College District 540

By: 

Attest:



Its **Vice President, Business Services**

Exhibit A

A part of Lot 2 and Outlot 3 in Heartland Community College Subdivision recorded as Document No. 98-32717 in the McLean County Recorders Office, being a part of the Southeast Quarter of Section 17, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois more particularly described as follows: Beginning at the Southeast Corner of Lot 2 in said Heartland Community College Subdivision. From said Point of Beginning, thence north 2408.07 feet along the East Line of said Lot 2 to the North Line of Lot 2 also being the Southerly Right-of-Way Line of I-55 recorded in Book 634 of Deeds, Page 431 in said recorder's office; thence west 54.71 feet along said Southerly Right-of-Way line which forms an angle to the right of $92^{\circ}-49'-08''$ with said East Line; thence southwest 400.10 feet along a line which forms an angle to the right of $109^{\circ}-00'-00''$ with the last described course to a point of curvature; thence southwesterly 1083.65 feet along the arc of a curve concave to the northwest with a radius of 1477.79 feet and the 1059.53 foot chord of said arc forms an angle to the right of $201^{\circ}-00'-26''$ with the last described course; thence south 622.31 feet along a line which forms an angle to the right of $138^{\circ}-04'-31''$ with the last described chord; thence southeast 231.03 feet along a line which forms an angle to the right of $155^{\circ}-49'-12''$ with the last described course; thence south 414.05 feet along a line which forms an angle to the right of $204^{\circ}-10'48''$ with the last described course to the North Line of a tract of land described in Document No. 99-6443 recorded on March 2, 1999; thence southeast 3.83 feet along said North line which forms an angle to the right of $96^{\circ}-37'-57''$ with the last described course to the southeast course of said tract of land also being on the South Line of said Outlot 3; thence east 844.91 feet along said South Lines of Outlot 3 and Lot 2 which form an angle to the right of $173^{\circ}-22'-03''$ with the last described course to the Point of Beginning.

PEN: 14-17-400-003