

## MASTER PAYING AGENCY AGREEMENT

MASTER PAYING AGENCY AGREEMENT, dated as of [REDACTED] (the "Agreement"), between MB Financial Bank, N.A., a national banking association (the "Paying Agent"), and [REDACTED] (the "Lessor").

### WITNESSETH:

WHEREAS, Lessor, as lessor, has entered, or will enter into, Leases with certain Lessees, and has entered, or will enter into, one or more Security Agreements with certain Lenders, in each case relating to a particular Lease or Leases; and

WHEREAS, Lessor has secured or will secure the Note(s) issued pursuant to such Security Agreements, by the assignments to certain Lenders of, among other things, the Leases and Lease Payments identified in each such Security Agreement; and

WHEREAS, the Lessees have agreed, or will agree, to pay the Lease Payments to the Lenders as Lessor's assignee; and

WHEREAS, Lessor desires to employ the Paying Agent to receive and distribute Lease Payments and other payments made pursuant to the Leases with respect to the Equipment.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

The terms set forth in Exhibit A to this Agreement shall have the respective meanings as set forth therein. Such definitions shall be equally applicable to both the singular and plural forms of the respective terms. All other capitalized terms used herein and not set forth in Exhibit A or otherwise defined herein shall have the meanings set forth in the related Security Agreement.

2. Appointment of Paying Agent; Paying Agent to Perform Certain Acts.

- (a) Lessor, on behalf of itself and the Lenders, hereby appoints the Paying Agent as their paying agent, and the Paying Agent hereby accepts its appointment, as paying agent for Lessor and each Lender upon the terms and conditions herein set forth. The appointment of the Paying Agent is solely for the purpose of facilitating the distribution of payments with respect to Leases and Equipment and does not constitute an assignment by Lessor or any Lender of any of their rights under the Leases or the Security Agreements to the Paying Agent. Lessor shall provide to the Paying Agent, from time to time, Lease Assignment Notices in the form of Exhibit B hereto which shall identify the Lender, Leases and Lessees which have been made subject to this Agreement.

- (b) Upon receipt of an executed Lease Assignment Notice from Lessor, the Paying Agent promptly will execute and deliver to the Related Lender a Rental Instruction Letter with respect to the Lease in the form set forth in Exhibit C.
- (c) All monies received from each Lessee under a Lease (the "Related Lease") shall be held by the Paying Agent for the benefit and account of Lessor or a Lender (as the case may be), to be paid to either Lessor or such Lender (the "Related Lender") identified by Lessor in the Lease Assignment Notice with respect to such Lease, and shall be paid to the Related Lender in accordance with Section 2(d) or to Lessor in accordance with Section 2(e).
- (d) Any amounts when received by the Paying Agent from a Lessee under a Related Lease which have been assigned to a Related Lender shall be paid to such Lender when the amounts become available to the Paying Agent in accordance with Section 2(f).
- (e) Any additional amounts received by the Paying Agent in respect of sales or use tax payments shall be paid to Lessor in accordance with Section 2(f).
- (f) Payments received by Paying Agent shall be paid to the Lessor or the Related Lender, in accordance with the following paragraph, at the address for payments set forth in such Lease Assignment Notice or Rental Instruction Letter (or such other address as the Related Lender shall so direct hereafter in writing), without any setoff or other abatement arising out of claims of the Paying Agent or Lessor against each other, the Lessee, the Related Lender, or any other person or entity.  
  
Payments received by Paying Agent shall be cumulated and paid to the Lessor or the Related Lender, as applicable, three (3) Business Days after receipt by Paying Agent.
- (g) Any amounts received by the Paying Agent under the Related Lease and corresponding Lease Assignment Notice shall be held by Paying Agent for the benefit and account of the Related Lender, but subject to the terms and conditions set forth in the Lease Assignment Notice, until actually paid to Related Lender. Paying Agent shall make payment of the amounts payable under this Section 2 in accordance with Section 2(f), in accordance with the instructions set forth in the Rental Instruction Letter.
- (h) Any amounts received by the Paying Agent by bank wire transfer or otherwise in immediately available funds after 12:00 noon (Central Standard Time) shall be deemed received by the Paying Agent on the next succeeding Business Day.
- (i) All funds disbursed by Paying Agent are done so provisionally against collection of amounts remitted to the Paying Agent by the Related Lessees. Funds disbursed to Lessor or the Related Lender against which collection cannot be made (whether returned unpaid or otherwise uncollected or subject to an adjustment entry, whether for insufficient funds or for any other reason and without regard to the

timeliness of the return or adjustment or the occurrence or timeliness of any other person's notice of nonpayment or adjustment, or for funds received by Paying Agent which are later disgorged) shall be returned to Paying Agent by Lessor or the Related Lender, as the case may be, by wire transfer of immediately available funds. Loss of interest earnings as to the Paying Agent on disbursed funds shall be paid at the applicable MB Reference Rate by Lessor to the Paying Agent from the date the item was deposited for collection by the Paying Agent to, but not including, the date the Paying Agent is made whole by Lessor or the Related Lender.

- (j) In the event the Paying Agent receives a payment without an accompanying invoice or with an unrecognizable invoice, the Paying Agent will deposit such payment, and then promptly contact the Lessor for instructions on how to allocate such payment.
- (k) In the event any dispute between Lessor and any Related Lender (or their successors or assigns) arises with regard to the proper distribution of any monies the Paying Agent collects hereunder, the Paying Agent may suspend disbursements of such disputed amounts under this Agreement without any liability until the Paying Agent shall have received a mutually signed direction from the Lessor and such Related Lender (or their successors or assigns). In the alternative, the Paying Agent may interplead such funds into an account as permitted by applicable law. The Paying Agent's costs, expenses and attorneys' reasonable fees incurred in connection with any such dispute shall be reimbursed by the Lessor to the Paying Agent in accordance with Section 5 hereof.

3. Lessor to Perform Certain Acts.

Lessor agrees to provide and to assume responsibility for preparing monthly reports to the Paying Agent of (i) the amounts invoiced to each Lessee under each Lease, (ii) the sales and use tax payments due with respect thereto, and (iii) the distribution of such receipts to the appropriate recipient. Such reports shall be in a form satisfactory to the Paying Agent and may be provided in a form suitable for computer processing. Lessor shall assume, as between Lessor and the Paying Agent, all responsibility for the preparation and filing of all sales and use taxes, and property tax returns on property which is the subject of any Related Lease, together with the remittance of any taxes, interest, or penalties thereon.

4. Concerning the Paying Agent.

Lessor and the Paying Agent hereby agree that the Paying Agent will perform the duties and obligations specified for it herein but only upon the terms and conditions set forth herein, including the following:

- (a) The Paying Agent undertakes to perform such duties and only such duties as are specifically set forth in this Agreement and to use the same degree of care and

skill in performing such duties as a prudent person would exercise under the circumstances in the conduct of his or her own affairs.

- (b) No provisions of this Agreement shall be construed to relieve the Paying Agent from liability for its own grossly negligent action, grossly negligent failure to act, or willful misconduct (provided, however, that the gross negligence or willful misconduct of Lessor, any Lender or any other person may not be imputed to the Paying Agent), except that:
- (1) the Paying Agent shall not be responsible for the performance of any duties except as are specifically set forth in this Agreement to be performed by the Paying Agent, and no implied covenants or obligations shall be read into this Agreement against the Paying Agent, but its duties and obligations shall be determined solely by the express provisions of this Agreement and the Lease Assignment Notices;
  - (2) the Paying Agent may consult with counsel selected by it, and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered hereunder in good faith and in accordance with such advice or opinion of counsel;
  - (3) the Paying Agent shall not be liable with respect to any action taken or omitted to be taken by the Paying Agent in the good faith in accordance with any instructions or request of any Lender under this Agreement which the Paying Agent is required to perform by the provisions hereof;
  - (4) the Paying Agent shall not be liable for any error of judgment made in good faith by any of its officers unless it shall be proved that the Paying Agent was grossly negligent in ascertaining the pertinent facts; and
  - (5) In the absence of bad faith, the Paying Agent shall be entitled to rely upon any note, notice, resolution, request, consent, direction, certificate, affidavit, letter, fax, email, message, statement, order or other document reasonably believed by the Paying Agent to be genuine and correct and to have been signed or sent by the proper person or persons.
  - (6) The Paying Agent shall not be liable under this Agreement for lost profits or special, indirect, exemplary, consequential or punitive damages, even if Paying Agent shall have been advised of the possibility of such damages.

The Paying Agent shall have no liability to any party for failure of, or delay in, its performance under this Agreement resulting from any "act of God", war or terrorism, fire, other catastrophe or *force majeure*, electrical or computer or telecommunications failure, any event beyond the control of the Paying Agent, or fraud committed by any third party. Nothing in this Agreement shall create any fiduciary, joint venture or partnership relationship between the Lessor or any Lender and the Paying Agent.

- (c) The Paying Agent shall not be responsible for the correctness of the recitals and statements made in this Agreement (including any exhibit attached hereto) or the Lease Assignment Notices or the Rental Instruction Letters.
- (d) The Paying Agent shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements of the Note(s), the Leases, the Security Agreements, or any other documents or as to the existence of a default thereunder, or as to the application of any payments once paid by Paying Agent hereunder to any Lender, Lessor, or any other person.
- (e) The Paying Agent makes no representation as to the correctness of any statement contained herein or in the Security Agreements, or as to the value, validity, or genuineness of the Collateral or the status of title thereto, and Paying Agent shall not be responsible for any filing or recording of any instrument with respect to the Collateral.
- (f) The Paying Agent may perform any of the duties or exercise any of the powers provided for herein either directly or through attorneys.
- (g) The Paying Agent shall be under no obligation to take any action to perfect or preserve the security afforded by any of the Collateral and shall be under no obligation to undertake collection of (i) any deficiency in any rent payment, or (ii) any other payments due under any of the Leases.
- (h) Except as expressly provided in this Agreement, the Paying Agent assumes no obligations or liability with regard to any of the Collateral by reason of its being the paying agent hereunder.
- (i) The Paying Agent shall not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and shall not be permitted nor required to take any actions under the Note(s), the Security Agreements, the Leases or any other document.

5. Paying Agent's Compensation, Expenses and Indemnity.

Lessor will pay, or cause to be paid, to the Paying Agent (which term when used in this paragraph shall automatically be deemed to include any successor Paying Agent) reasonable compensation for its services and reasonable expenses hereunder. The compensation for services and expenses shall be detailed in a separate letter agreement executed by Lessor and the Paying Agent (as such letter agreement may be mutually amended or restated from time to time). Lessor hereby agrees to indemnify the Paying Agent and hold it harmless against, and shall reimburse the Paying Agent for, any loss, damage, or expense (including reasonable attorney's fees and expenses, court costs and other expenses) that Paying Agent may incur as a result of (i) entering into or acting pursuant to this Agreement (including, without limitation, those losses, damages and expenses incurred by Paying Agent under Section 10 hereof), and (ii) honoring and

following any instruction the Paying Agent may receive from (or shall believe in good faith to be from) the Lessor or any Lender under this Agreement, other than losses, damages or expenses incurred by the Paying Agent which are caused by the Paying Agent's own grossly negligent action, gross negligent failure to act or willful misconduct.

6. Resignation, Removal and Replacement of the Paying Agent.

The Paying Agent may resign at any time by giving not less than 90 days prior written notice of resignation to all Lessees, all Lenders and Lessor, such resignation to be effective on the date specified in such notice (provided, however, that such notice period shall be shortened to 30 days in the event of a Lessor bankruptcy). Lessor may, but only with the written consent of each Related Lender, at any time upon 30 days prior written notice, remove the Paying Agent for cause by an instrument or instruments in writing delivered to the Paying Agent, all Lenders and all Lessees. Lessor, upon receipt of the prior written notice required by this Section 6 and identification of the successor Paying Agent in accordance with the following paragraph, shall immediately cause to be delivered by Lessor a notice which shall direct each Lessee to make all rent and other payments due under the Related Lease to the successor Paying Agent, if any, and if none, to the Related Lender.

In case the office of the Paying Agent shall become vacant for any reason, Lessor shall appoint a successor Paying Agent by an instrument or instruments in writing delivered to such successor Paying Agent. Any successor Paying Agent appointed hereunder shall be, unless otherwise consented to by the Lenders; a bank or trust company authorized to conduct a trust business under the laws of any state or under Federal banking law with a capital and surplus of at least \$300,000,000. Any successor Paying Agent shall be subject to the approval of the Lenders.

Upon its appointment, such successor Paying Agent shall succeed to all the rights and obligations of the predecessor Paying Agent hereunder as if originally named herein, and the predecessor Paying Agent, at the expense of Lessor, shall duly assign, transfer and deliver to such successor Paying Agent all the rights and monies at the time held by the predecessor Paying Agent hereunder and with respect to all Collateral hereunder.

The predecessor Paying Agent shall furnish, at Lessor's expense, an accounting to the successor Paying Agent within 30 days of appointment of such successor Paying Agent. Such accounting shall be deemed accepted by the successor Paying Agent unless written objection to such accounting is served on the predecessor Paying Agent within 30 days after such accounting is delivered to the successor Paying Agent. Upon acceptance of the accounting by the successor Paying Agent, the predecessor Paying Agent shall be discharged from any further claim or liability under this Agreement by any person.

Any corporation into which the Paying Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Paying Agent is a party, or any state or national bank or trust company in any manner succeeding to all or substantially all of the corporate trust business of the Paying Agent, shall automatically succeed to all of the rights and obligations of the Paying Agent

hereunder without further action on the part of any of the parties hereto; provided that such successor has capital and surplus of at least \$300,000,000. Any such successor Paying Agent shall give written notice, within 30 days of such merger, consolidation, etc., to the Lenders, all Lessees and Lessor.

7. Further Assurance.

Each party hereto will execute and deliver all such instruments and take all such action as the Paying Agent, from time to time, reasonably requests in order further to effectuate the purposes and to carry out the terms of this Agreement. Except as set forth in Section 4(g) of this Agreement, the Paying Agent will execute and deliver all such instruments and take all such action as the Lenders under the Security Agreements from time to time, reasonably request in order further to effectuate the purposes and to carry out the terms of this Agreement, the Leases, and the Lease Assignment Notices, as the case may be.

8. Termination.

Upon receipt by the Paying Agent of a certificate signed by an authorized officer of Lessor affirming the receipt and payment in full (or the making of provisions satisfactory to the Lenders for the payment) of all other sums payable under this Agreement and each applicable Lease Assignment Notice, this Agreement shall terminate and the Paying Agent will execute and deliver to the Lenders and Lessor a proper instrument or instruments (prepared by Lessor) acknowledging the satisfaction and termination of this Agreement, and will duly assign, transfer and deliver to the Lenders and Lessor all of such rights and monies at the time held by the Paying Agent hereunder to which each of the Lenders and Lessor are entitled, respectively.

9. Notices.

All notices and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class, registered or certified mail, postage prepaid, addressed to the Lenders, the Lessees, the Paying Agent or Lessor, as the case may be, at their respective addresses listed on the Lease Assignment Notices, or as they shall, from time to time, designate to the parties hereto.

10. Third Party Claims; Insolvency of Lessor.

(a) In the event that the Paying Agent shall receive notice that any third party shall have asserted an adverse claim by legal process against any account or any sums on deposit therein maintained by Paying Agent pursuant to this Agreement, whether such claim shall have arisen by tax lien, execution of judgment, statutory attachment, garnishment, levy, claim of a trustee in bankruptcy, debtor-in-possession, post-bankruptcy petition lender, court appointed receiver, or other judicial or regulatory order or process (each, a "Claim"), the Paying Agent may, in addition to other remedies it possesses under this Agreement or at law or in equity: (i) suspend disbursements under this Agreement without any liability until the Paying Agent shall have received an appropriate court order or other assurances reasonably acceptable to the Paying Agent in

its sole discretion establishing that funds may continue to be disbursed in accordance with this Agreement, and/or (ii) interplead such funds into an account as permitted by applicable law. The Paying Agent's costs, expenses and attorneys' reasonable fees incurred in connection with any such Claim shall be reimbursed by the Lessor to the Paying Agent in accordance with Section 5 hereof.

(b) If a bankruptcy or insolvency proceeding shall be commenced by or against the Lessor, the Paying Agent shall be entitled, without any liability, to refuse to (i) make any payments from any account(s) established by Paying Agent to carry out the terms of this Agreement or (ii) accept or comply with any notice received by the Paying Agent, until the Paying Agent shall have received an appropriate court order or other assurances reasonably acceptable to the Paying Agent in its sole discretion establishing that continued payments from the account(s) established by Paying Agent to carry out the terms of this Agreement are authorized and shall not violate any law, regulation, or order of any court.

11. Miscellaneous.

Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. The headings in this Agreement are for convenience of reference only and shall not define or limit the terms hereof. This Agreement shall be duly governed by and construed in accordance with the laws of the State of Illinois (exclusive of choice of law principles). This Agreement may be executed in one or more counterparts and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed to be original, and such counterparts, together, shall be sufficiently evidenced by one of such original counterparts. The Paying Agent shall receive and hold for the benefit of the parties hereto a set of fully executed counterparts of this Agreement. Nothing herein shall be deemed to modify, amend or waive any term or condition of, or any right or power of the Lender contained in the Note(s), or any Security Agreement.

It is the parties' intention that this Agreement be interpreted in such a way that it is valid and effective under applicable law. However, if one or more of the provisions of this Agreement shall for any reason be found to be invalid or unenforceable, the remaining provisions of this Agreement shall be unimpaired.

THE LESSOR AND PAYING AGENT EACH WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR LIABILITIES HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR LIABILITIES. THE LESSOR AND PAYING AGENT AGREE THAT ALL DISPUTES BETWEEN THEM ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED ONLY BY STATE OR FEDERAL COURTS LOCATED IN COOK COUNTY, ILLINOIS.



LESSOR WAIVES IN ALL DISPUTES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT CONSIDERING THE DISPUTE.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

LESSOR:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## EXHIBIT A

Definitions. For all purposes of this Agreement the following terms shall have the following meanings:

"Business Day" shall mean a day, other than a Saturday, Sunday or a legal holiday on which national banks are authorized or required to be closed for the conduct of commercial banking business in Chicago, Illinois.

"Closing Date" shall mean the date upon which the Related Lender will make a loan described in the Related Security Agreement as confirmed in writing by Lessor in the Lease Assignment Notice.

"Collateral" with respect to each Note shall have the meaning set forth in the related Security Agreement.

"Equipment" with respect to each Note shall have the meaning set forth in the related Security Agreement.

"Lease Assignment Notice" shall mean each notice from Lessor in the form of Exhibit B hereto which identifies additional Lease(s) which are subject to the terms of this Agreement.

"Leases" and "Related Leases" shall mean the Master Leases and Equipment Schedules between Lessor as lessor and Lessees as may be identified from time to time in the Lease Assignment Notice sent to the Paying Agent by Lessor and which shall become subject to the terms of this Agreement.

"Lease Payments" with respect to each Note shall mean the payments under the Lease that have been assigned by Lessor to the Related Lender under the related Security Agreement and discounted to present value under the Note.

"Lender" and "Related Lender" with respect to each Lease and Security Agreement, shall mean the lender or purchaser identified in the Lease Assignment Notice.

"Lessee" shall mean the party identified as a lessee under each Lease identified in the Lease Assignment Notice.

"Note(s)" shall mean the Note(s) issued to evidence a loan made under a Security Agreement.

"Rental Instruction Letter" shall mean a notice, executed by the Paying Agent, given to the Related Lender which contains the terms and agreements substantially in the form attached hereto as Exhibit C.

"Security Agreement" with respect to a particular Lease, shall mean a security agreement, a chattel mortgage and assignment of lease, an assignment agreement, a purchase and sale agreement, a portfolio purchase agreement between Lessor and the Lender identified in the Lease

Assignment Notice (or any other titled agreement which serves as the security agreement between Lessor and the Lender).

**EXHIBIT B**

**LEASE ASSIGNMENT NOTICE**

(TRANSFER TO LETTERHEAD OF LESSOR)

Date: \_\_\_\_\_

MB Financial Bank, N.A.  
6111 N. River Road  
Rosemont, Illinois 60018  
\_\_\_\_\_

Re: Master Agreement of Lease, dated as of \_\_\_\_\_ between \_\_\_\_\_ ("Lessor") as lessor, and \_\_\_\_\_, as Lessee (the "Lessee"), to the extent, but only to the extent of Equipment Schedule(s) No. \_\_\_\_\_ thereto (the "Lease"); and the Security Agreement dated as of \_\_\_\_\_, between Lessor and the Secured Party identified below

Dear Sirs:

This will constitute notice pursuant to the above-referenced Lease that effective \_\_\_\_\_ (the "Loan Closing Date"), Lessor will have assigned the payments due under the Lease and will have granted a security interest in the Lease and the Equipment leased thereunder to the following secured party (the "Secured Party"):

\_\_\_\_\_ Bank  
\_\_\_\_\_  
\_\_\_\_\_

**\*\*Please use Attachment 1 if more space is needed - sample provided\*\***

The assignment has been made as security for loan(s) made by Secured Party to Lessor with respect to the Equipment.

The Lessee has been directed to make all payments due and to become due under the Lease directly to you as the Paying Agent.

Effective this date, Lessor directs you to act as paying agent for the Secured Party with respect to the foregoing payments, to hold any such payments for the Secured Party, and to act as paying agent for the Secured Party pursuant to the Master Paying Agency Agreement dated as of \_\_\_\_\_ between Lessor and you.

Please make all remittances to the Secured Party in accordance with the Notice of Assignment attached hereto, by wire transfer to:

(INSERT NAME, ADDRESS, BANK ROUTING NUMBER AND ACCOUNT # OF PAYEE INSTITUTION)

The Secured Party shall have and be entitled to exercise any and all discretion, rights and powers of the Lessor under the Lease. Notwithstanding the foregoing statement, this will confirm that Lessor shall remain obligated to perform all obligations of the Lessor under the Lease and that neither the Secured Party nor the Paying Agent shall be liable to perform such obligations.

Lessor:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Receipt acknowledged by:

MB Financial Bank, N.A.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT C**

**RENTAL INSTRUCTION LETTER**

(TRANSFER TO LETTERHEAD OF PAYING AGENT)

Date: \_\_\_\_\_

(Name and Address of Lender)

\_\_\_\_\_  
\_\_\_\_\_

Re: Master Agreement of Lease dated as of \_\_\_\_\_ between  
\_\_\_\_\_ ("Lessor") as lessor, and \_\_\_\_\_  
("Lessee"), as lessee, to the extent, but only to the extent of Equipment Schedule(s) No.  
\_\_\_\_\_ thereto (the "Lease")

Dear Sirs:

The undersigned has been appointed paying agent with respect to all amounts payable by the above Lessee under the above Lease. Lessor has delivered to the undersigned a Lease Assignment Notice form as required by the Master Paying Agency Agreement (the "Agency Agreement") dated as of \_\_\_\_\_, between the undersigned and Lessor. Said notice has designated you as the Secured Party with respect to the Lease. The undersigned hereby confirms that it will pay to you to the extent of good funds received by it:

commencing \_\_\_\_\_, 20\_\_\_\_, continuing to and including  
\_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ monthly/quarterly payments of  
\$ \_\_\_\_\_, \*\*Please use Attachment 1 if more space is needed -  
sample provided\*\*

together with all other assigned payments (except sales and/or use tax payments) received by it in good funds under and with respect to such Lease, as provided in the Agency Agreement. These payments will be made by wire transfer to:

(INSERT NAME, ADDRESS, BANK ROUTING NUMBER AND ACCOUNT # OF  
PAYEE INSTITUTION)

provided that any amount to be received from the Lessee in respect of taxes will be paid by the undersigned to Lessor, who in turn will make the appropriate tax payments directly to the state or municipal taxing authorities. None of the terms and conditions of the Agency Agreement or this letter will be revoked or modified by the undersigned in any way without your prior written consent.

All payments made by the undersigned to you hereunder are subject to the collection of items received by us from the Lessee. In the event any item is returned uncollected or required to be disgorged from the undersigned, the undersigned will be entitled to reimbursement by wire transfer of sums advanced to you against such item. Your attention is directed to the Agency Agreement for a complete statement of the duties, powers and immunities of the undersigned.

Please return to us a signed copy of this Rental Instruction Letter for our files.

MB Financial Bank, N.A.,  
not in its individual capacity,  
but solely as Paying Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

RECEIPT OF THIS LETTER IS HEREBY ACKNOWLEDGED:

(NAME OF LENDER)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment 1

to

Lease Assignment Notice  
to the Master Paying Agency Agreement between  
MB Financial Bank and  
(NAME)

dated as of (DATE)

Assignee/Lender Wire Instructions	Lessee Name	Sched #	PO # (if applicable)	Rental Amount	Sales Tax Amount	Total Invoice	Comments	1 <sup>st</sup> Payment Dt	Thru	Final Payment Dt	Pmt Freq	Assignee/Lender Contact Name	Assignee/Lender Contact E- mail
Bank Name, ABA#, Account Name, Account Number				\$	\$	\$	Interim Rent of \$ ___ due with first pmt -or- PPT Taxes of \$ ___ due	___/___/___	thru	___/___/___	Monthly, City, Semi-Annual, Annual	Name	E-mail address

Acknowledged: \_\_\_\_\_ MB \_\_\_\_\_ Lessor \_\_\_\_\_ Assignee