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AMB O'Hare Center  
5212-14 Shapland; 9737-39, 9755-57, 9770,  
9800-9872 and 9827 W. Farragut Street; 5100-12,  
5118-36, 5117-35 and 5233 N. Pearl Street, 9740-  
42, 9745-47, 9817-20 and 9815-17 W. Foster  
Avenue, Rosemont, Schiller Park  
Chicago, Illinois  
and  
Arthur Distribution Center  
800 Devon Avenue  
Elk Grove Village



0010269778

1286/0265 45 001 Page 1 of 21  
2001-04-04 14:48:38  
Cook County Recorder 61.00

Prepared by and after recording,  
please return to:  
Kilpatrick Stockton LLP  
1100 Peachtree Street  
Suite 2800  
Atlanta, Georgia 30309-4530  
Attn: J. William Veatch, III, Esq.

Tax Billing Address:  
AMB Partners II Local L.P.  
c/o AMB Property Corporation  
Bay 1, Pier 1  
San Francisco, California 94111  
Attention: Gayle Starr

Space Above This Line for Recorder's Use

ASSIGNMENT OF RENTS AND LEASES

(Second Priority)

THIS ASSIGNMENT OF RENTS AND LEASES ("*Assignment*") is made and entered into as of March 27, 2001, by AMB PARTNERS II LOCAL, L.P., a Delaware limited partnership ("*Assignor*"), with the address of c/o AMB Property Corporation, Bay 1, Pier 1, San Francisco, California 94111, for the benefit of SECURITY LIFE OF DENVER INSURANCE COMPANY, a Colorado corporation ("*Assignee*"), with the address of c/o ING Investment Management LLC, 5780 Powers Ferry Road, NW, Suite 300, Atlanta, Georgia 30327-4349.

WITNESSETH:

WHEREAS, Assignor has executed and delivered to Assignee Assignor's Limited Guaranty dated on or about this same date (the "*Guaranty*"), which provides, among other things, that Assignor has unconditionally and irrevocably guaranteed to Assignee the due, punctual and full payment and performance of, and covenants to Assignee to duly, punctually and fully pay and perform, and to be fully liable to Assignee for the Guaranteed Obligations (as defined in the Guaranty), performance of which is secured, among other things, by a Mortgage, Security Agreement, Financing Statement and Fixture Filing (Second Priority) (the "*Mortgage*"), which Mortgage encumbers certain real estate described in Exhibit "A", attached hereto and hereby made a part hereof, and improvements thereon (together, the "*Premises*"); and

WHEREAS, the Guaranty has been executed and delivered as a condition to Assignee's obligation to make the loans (the "*Loans*") to Assignor pursuant to a Loan Agreement dated on or about this same date (which Loan Agreement, as may from time to time be modified, extended, renewed, consolidated, restated or replaced, is hereinafter sometimes referred to as the "*Loan Agreement*") and secured by other documents, including, but not limited to, financing

BOX 333-CTI

7900759  
7900708  
DIV 1  
(12)

Handwritten signature

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statements naming Assignor as debtor and Assignee as secured party (this Assignment, the Note, a first priority deed of trust, the Mortgage, the Loan Agreement, the Guaranty and such other documents are sometimes hereinafter collectively referred to as the "**Loan Documents**"), Assignor has agreed to absolutely and unconditionally assign to Assignee all of Assignor's rights under and title to various leases affecting the Premises, including Assignor's rights in and title to the rents therefrom, subject only to the terms and conditions herein set forth. Capitalized terms not defined herein shall have the meanings assigned to them in the Loan Agreement.

**NOW THEREFORE**, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor hereby agrees as follows:

1. **Assignment of Leases.** Assignor hereby presently assigns, transfers, grants and conveys unto Assignee, its successors and assigns, all leasehold estates of Assignor, as lessor, and all right, title and interest of Assignor in, to and under all existing and future leases, subleases, license agreements, concessions, tenancies and other use or occupancy agreements, whether oral or written, covering or affecting any or all of the Premises and all agreements for any use of, all or any part of the Premises, the buildings, fixtures and other improvements located thereon ("**Improvements**"), and all extensions, renewals and guaranties thereof and all amendments and supplements thereto (collectively, the "**Leases**"), including without limitation the following:

(a) any and all rents, revenues, issues, income, royalties, receipts, profits, contract rights, accounts receivable, general intangibles, and other amounts now or hereafter becoming due to Assignor in connection with or under the Leases (whether due for the letting of space, for services, materials or installations supplied by Assignor or for any other reason whatsoever), including without limitation all insurance, tax and other contributions, insurance proceeds, condemnation awards, damages following defaults by tenants under the Leases ("**Tenants**"), cash or securities deposited by Tenants to secure performance of their obligations under the Leases, and all other extraordinary receipts, and all proceeds thereof, both cash and non-cash (all of the foregoing being hereinafter collectively called the "**Rents**") and all rights to direct the payment of, make claim for, collect, receive and receipt for the Rents;

(b) all claims, rights, privileges and remedies on the part of Assignor, whether arising under the Leases or by statute or at law or in equity or otherwise, arising out of or in connection with any failure by any Tenant to pay the Rents or to perform any of its other obligations under its Lease;

(c) all rights, powers and privileges of Assignor to exercise any election or option or to give or receive any notice, consent, waiver or approval under or with respect to the Leases; and

(d) all other claims, rights, powers, privileges and remedies of Assignor under or with respect to the Leases, including without limitation the right, power and privilege (but not the obligation) to do any and all acts, matters and other things that Assignor is entitled to do thereunder or with respect thereto.

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2. **Purpose of Assignment; Security.** This Assignment is made for the purpose of securing Assignor's full and faithful (a) payment of the Guaranteed Obligations evidenced by the Guaranty, (b) payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage or any other Loan Documents, and (c) performance and discharge of each and every term, covenant and condition contained in the Note, the Mortgage, the Loan Agreement, the Guaranty or any of the other Loan Documents.

3. **Assignor's Covenants.** Assignor covenants and agrees with Assignee as follows:

(a) That the sole ownership of the entire lessor's interest in the Leases and the Rents is, and as to future Leases shall be, vested in Assignor, and that Assignor has not, and shall not, perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.

(b) That the Leases are and shall be valid and enforceable against the respective lessees thereunder in accordance with their terms and have not been altered, modified, amended, terminated, cancelled, renewed or surrendered nor have any Rents thereunder been collected more than one (1) month in advance nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee or as permitted in the Mortgage.

(c) That none of the Leases entered into prior to the date hereof, unless such Lease is by its express terms automatically subordinated to the Mortgage, shall be altered, modified, amended, terminated, cancelled, extended, renewed (except pursuant to renewal options contained in such Lease on the date hereof) or surrendered, nor any term or condition thereof waived, nor shall Assignor consent to any assignment or subletting by any lessee thereunder without the prior written approval of Assignee. (Leases for which Assignee has executed a subordination, non-disturbance and attornment agreement (the "SNDA") shall not be considered "automatically subordinated" for the purposes hereof). With respect to new leases, or modifications and amendments of existing leases, entered into on or after the date hereof, Assignee's prior written approval shall not be required except for (1) those leases for which an SNDA or other non-disturbance agreement is requested from Assignee by the tenant, or (2) for modifications or amendments if Assignee has previously executed an SNDA or other non-disturbance agreement for the tenant's use. New leases and modifications and amendments for which Assignee's prior written approval is required pursuant to clauses (1) or (2) in the preceding sentence shall not be altered, modified, amended, terminated, cancelled, extended, renewed (except pursuant to renewal options contained in such Lease on the date hereof) or surrendered, nor any term of condition thereof waived, nor shall Assignor consent to any assignment or subletting by any lessee thereunder, without the prior written approval of Assignee. Under no Lease will any Rents be abated or collected more than one month in advance.

(d) That there are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.

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(e) That Assignor shall give prompt notice to Assignee of any written notice received by Assignor claiming that a default has occurred under any of the Leases on the part of the Assignor, together with a complete copy of any such notice

(f) That Assignor will not permit any Lease to become subordinate to any lien other than the lien of the Mortgage or Mortgagor's Second (as defined in the Mortgage).

(g) That there shall be no merger of the Leases, or any of them, by reason of the fact that the same person may acquire or hold directly or indirectly the Leases, or any of them, as well as the fee estate in the Premises or any interest in such fee estate.

**4. Absolute Assignment/License to Collect Rents.** This Assignment is entered into for the purpose of absolutely assigning the Leases and the Rents to Assignee as additional collateral for the Loans and Affiliate Loans evidenced by the Promissory Notes (as defined in the Guaranty) and the Guaranty and such Assignment is choate on the date hereof. Notwithstanding the foregoing, so long as no Event of Default, as hereinafter defined, shall have occurred, Assignor shall have a license, terminable by the Assignee upon any Event of Default, to collect the Rents accruing from the Premises on or after, but in no event more than one (1) month in advance of, the respective dates set forth in the Leases on which the Rents become due (provided that in no event shall Assignor be permitted to enter into any Lease which makes rent due earlier than one (1) calendar month in advance or the current month (except for the last month's rent or security deposit)), and to hold the Rents as a trust fund for the uses and purposes more particularly described in the Mortgage. Upon the occurrence of an Event of Default, the license granted to the Assignor shall be automatically and immediately revoked without notice to the Assignor. Upon the revocation of such license the Assignee may at its option give Tenants a written notice (a "*Tenant Notice*") requesting the Tenants to pay all Rents and other amounts due under the Leases directly to Assignee and to perform any of the Tenants' respective obligations under the Leases for the benefit of Assignee.

**5. Assignee's Powers and Rights.** At any time during the term of the Note or the Mortgage, Assignee may, at its option upon or after an Event of Default and after giving a Tenant Notice, receive and collect all of the Rents as they become due. Assignee shall thereafter continue to receive and collect all of the Rents, as long as Assignee deems such receipt and collection to be necessary or desirable, in Assignee's sole discretion.

Assignor hereby irrevocably appoints Assignee its true and lawful attorney, coupled with an interest, with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor, from and after the occurrence of an Event of Default and after the giving of a Tenant Notice, to demand, collect, receive and give complete acquittance for any and all Rents and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the Rents. Tenants are hereby expressly authorized and directed to pay all Rents and any other amounts due Assignor pursuant to the Leases or otherwise, to Assignee, or such nominee as Assignee may designate in a Tenant Notice delivered



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to such Tenants, and the Tenants are expressly relieved of any and all duty, liability or obligation to Assignor with respect to all payments so made.

From and after the occurrence of an Event of Default and after the giving of a Tenant Notice, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by Assignee necessary or proper to enforce this Assignment and to collect the Rents assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part thereof, with or without force and with or without process of law and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor, its agents and servants, wholly therefrom. Assignor herein grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times after the occurrence of an Event of Default and after the giving of a Tenant Notice, without further notice to Assignor, with full power to use and apply all of the Rents and other income herein assigned to the payment of the costs of managing and operating the Premises and of any indebtedness or liability of Assignor to Assignee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making the same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due (and all other amounts due under the Mortgage) from Assignor to Assignee on the Note and the Mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Premises by any Tenant or any other person, or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any Tenant, licensee, employee or stranger. If Assignor shall fail to pay, perform or observe any of its covenants or agreements hereunder, Assignee may pay, perform or observe the same and collect the cost thereof from Assignor as more fully provided in the Mortgage.

6. **Assignee Not Liable; Indemnification.** Anything contained herein or in any of the Leases to the contrary notwithstanding: (a) Assignor shall at all times remain solely liable under the Leases to perform all of the obligations of Assignor thereunder to the same extent as if this Assignment had not been executed; (b) neither this Assignment nor any action or inaction on the part of Assignor or Assignee shall release Assignor from any of its obligations under the Leases or constitute an assumption of any such obligations by Assignee; and (c) Assignee shall not have any obligation or liability under the Leases or otherwise by reason of or arising out of this Assignment, nor shall Assignee be required or obligated in any manner to make any payment or perform any other obligation of Assignor under or pursuant to the Leases, or to make any inquiry as to the nature or sufficiency of any payment received by Assignee, or to present or

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file any claim, or to take any action to collect or enforce the payment of any amounts which have been assigned to Assignee or to which it may be entitled at any time or times. Assignor shall and does hereby agree to indemnify Assignee and hold Assignee harmless from and against any and all liability, loss or damage which Assignee may or might incur, and from and against any and all claims and demands whatsoever which may be asserted against Assignee, in connection with or with respect to the Leases or this Assignment, whether by reason of any alleged obligation or undertaking on Assignee's part to perform or discharge any of the covenants or agreements contained in the Leases or otherwise. Should Assignee incur any such liability, loss or damage in connection with or with respect to the Leases or this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and attorneys' fees, shall be paid by Assignor to Assignee immediately upon demand, together with interest thereon from the date of advancement at the Default Rate (as defined in the Note) until paid.

7. **Mortgage Foreclosure.** Upon foreclosure of the lien of the Mortgage and sale of the Premises pursuant thereto, or delivery and acceptance of a deed in lieu of foreclosure, all right, title and interest of Assignor in, to and under the Leases shall thereupon vest in and become the absolute property of the purchaser of the Premises in such foreclosure proceeding, or the grantee in such deed, without any further act or assignment by Assignor. Nevertheless, Assignor shall execute, acknowledge and deliver from time to time such further instruments and assurances as Assignee may require in connection therewith and hereby irrevocably appoints Assignee the attorney-in-fact of Assignor in its name and stead to execute all appropriate instruments of transfer or assignment, or any instrument of further assurance, as Assignee may deem necessary or desirable, and Assignee may substitute one or more persons with like power, Assignor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof.

8. **Non-Waiver.** Waiver or acquiescence by Assignee of any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

9. **Rights and Remedies Cumulative.** The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note, Mortgage, the Loan Agreement, the Guaranty or any other Loan Document, or at law or in equity.

10. **Severability.** If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the full extent permitted by law.

11. **Notices.**

(a) All notices, demands, requests, and other communications desired or required to be given hereunder ("**Notices**"), shall be in writing and shall be given by: (i) hand delivery to the

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address for Notices; (ii) delivery by overnight courier service to the address for Notices; or (iii) sending the same by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the address for Notices.

(b) All Notices shall be deemed given and effective upon the earlier to occur of: (x) the hand delivery of such Notice to the address for Notices; (y) one business day after the deposit of such Notice with an overnight courier service by the time deadline for next day delivery addressed to the address for Notices; or (z) three (3) business days after depositing the Notice in the United States mail as set forth in (a)(iii) above. All Notices shall be addressed to the following addresses:

Assignor: AMB Partners II Local, L.P.  
c/o AMB Property Corporation  
Bay 1, Pier 1  
San Francisco, California 94111  
Attention: Gayle Starr

and to: AMB Partners II Local, L.P.  
c/o AMB Property Corporation  
Bay 1, Pier 1  
San Francisco, California 94111  
Attention: General Counsel

With a copy to: Morrison & Foerster LLP  
755 Page Mill Road  
Palo Alto, California 94304-1018  
Attention: Philip J. Levine, Esq.

Assignee: Security Life of Denver Insurance Company  
c/o ING Investment Management LLC  
5780 Powers Ferry Road, NW, Suite 300  
Atlanta, Georgia 30327-4349  
Attention: Mortgage Loan Servicing Department

and to: ING Investment Management LLC  
5780 Powers Ferry Road, NW, Suite 300  
Atlanta, Georgia 30327-4349  
Attention: Real Estate Law Department

With a copy to: Kilpatrick Stockton LLP  
1100 Peachtree Street  
Suite 2800  
Atlanta, Georgia 30309-4530  
Attention: J. William Veatch, III, Esq.

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or to such other persons or at such other place as any party hereto may by Notice designate as a place for service of Notice. Provided, that the "copy to" Notice to be given as set forth above is a courtesy copy only; and a Notice given to such person is not sufficient to effect giving a Notice to the principal party, nor does a failure to give such a courtesy copy of a Notice constitute a failure to give Notice to the principal party.

12. **Heirs, Successors and Assigns.** The terms "Assignor" and "Assignee" shall be construed to include the respective heirs, personal representatives, successors and assigns of Assignor and Assignee. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

13. **Amendment.** This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

14. **Captions.** The captions or headings preceding the text of the Paragraphs of this Assignment are inserted only for convenience of reference and shall not constitute a part of this Assignment, nor shall they in any way affect its meaning, construction or effect.

15. **Termination of Assignment.** Upon payment in full of the indebtedness described in Paragraph 2, this Assignment shall terminate and be void and of no force or effect, and Assignee shall release its lien on the Rents and Leases without costs or expenses to Assignee, Assignor hereby agreeing to reimburse Assignee for such costs and expenses.

16. **Choice of Law.** The validity and interpretation of this Assignment shall be construed in accordance with the laws (excluding conflicts of laws rules) of the state where the Premises are located.

17. **Event of Default.** As used herein, "*Event of Default*" means the failure of Assignor to comply with any term or provision of this Assignment within the time specified herein or the occurrence of an event which constitutes an Event of Default as defined in the Guaranty, the Mortgage, the Loan Agreement or any of the other Loan Documents. Any Event of Default hereunder shall constitute an Event of Default under each and all of the other Loan Documents.

18. **Exculpation.** (a) Subject to the terms of the next succeeding paragraph and notwithstanding anything to the contrary otherwise contained in this Assignment, but without in any way releasing, impairing or otherwise affecting this Assignment or any of the other Loan Documents (including without limitation any guaranties or indemnification agreements) or the Environmental Indemnification Agreement executed by Assignor dated on or about the date hereof (the "*Environmental Indemnification Agreement*"), or the validity hereof or thereof, or the lien of the Mortgage, it is agreed that Assignee's source of satisfaction of the Indebtedness (as defined in the Note) and Assignor's other obligations hereunder and under the Loan Documents other than the Environmental Indemnification Agreement is limited to (a) the



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Premises and the proceeds thereof, (b) rents, income, issues, proceeds and profits arising out of the Premises, and (c) any separate guaranty or indemnification agreements guaranteeing or indemnifying Assignee with respect to the payment of any amounts due hereunder and under the Loan Documents and/or Assignor's performance hereunder and under the Loan Documents; provided, however, that nothing herein contained shall be deemed to be a release or impairment of said Indebtedness or the security therefor intended by the Mortgage, or be deemed to preclude Assignee from foreclosing the Mortgage or from enforcing any of Assignee's rights or remedies in law or in equity thereunder, or in any way or manner affecting Assignee's rights and privileges under any of the Loan Documents or any separate guaranty or indemnification agreements guaranteeing Assignor's payment and/or performance hereunder and/or under the Loan Documents.

**PROVIDED, HOWEVER, NOTWITHSTANDING ANYTHING IN THIS ASSIGNMENT TO THE CONTRARY, EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING PARAGRAPH, ASSIGNOR SHALL PAY, AND THERE SHALL AT NO TIME BE ANY LIMITATION ON THE PERSONAL LIABILITY OF ASSIGNOR, AMB PARTNERS II, L.P. AND DOUG FIR LLC FOR THE PAYMENT TO ASSIGNEE OF:**

- (i) the application of rents, security deposits, or other income, issues, profits, and revenues derived from the Premises after the occurrence of an Event of Default to the extent applied to anything other than (a) normal and necessary operating expenses of the Premises, or (b) the Indebtedness evidenced by the Note. It is understood that any rents collected more than one (1) month in advance as of the time of the Event of Default shall be considered to have been collected after the Event of Default;
- (ii) any loss, cost or damages arising out of or in connection with fraud or material misrepresentations to Assignee by Assignor (or by any of its general partners, officers, shareholders, members, or their agents, if applicable);
- (iii) any loss, cost or damages arising out of or in connection with Assignor's use or misapplication of (a) any proceeds paid under any insurance policies by reason of damage, loss or destruction to any portion of the Premises, or (b) proceeds or awards resulting from the condemnation or other taking in lieu of condemnation of any portion of the Premises, for purposes other than those set forth in the Mortgage;
- (iv) any loss, cost or damages arising out of or in connection with any waste of the Premises or any portion thereof and all reasonable costs incurred by Assignee in order to protect the Premises;
- (v) any taxes, assessments and insurance premiums for which Assignor is liable under the Note, the Mortgage or any of the other Loan Documents and which are paid by Assignee taking into account any escrow held by Assignee for such purpose (but not the proportionate amount of any such taxes, assessments and insurance premiums which accrue following the date of foreclosure plus any applicable redemption period or acceptance of a deed-in-lieu of foreclosure);

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(vi) any loss, costs or damages incurred by Assignee arising out of or in connection with the covenants, obligations and liabilities under the Environmental Indemnification Agreement;

(vii) any loss, cost or damages to Assignee arising out of or in connection with any construction lien, mechanic's lien, materialmen's lien or similar lien against the Premises arising out of acts or omissions of Assignor;

(viii) any and all loss, costs or damages arising out of or incurred by Assignee in order to cause the Improvements to comply with the accessibility provisions of The Americans with Disabilities Act and each of the regulations promulgated thereunder, as the same may be amended from time to time which are required by any governmental authority;

(ix) the total Indebtedness evidenced by the Note and the Loan Documents in the event that Assignor, any guarantor or general partner, as applicable voluntarily files a petition in bankruptcy or commences a case or insolvency proceeding under any provision or chapter of the Federal Bankruptcy Code;

(x) any loss, costs or damage resulting from any act of Assignor or its general partners, members, shareholders, officers, directors, beneficiaries and/or trustees to obstruct, delay or impede Assignee from exercising any of its rights or remedies under the Loan Documents;

(xi) except as permitted in **Paragraph 29** (Due on Sale or Further Encumbrance) of the Mortgage, the total Indebtedness evidenced by the Note and the Loan Documents in the event that (a) Assignor makes an unpermitted transfer of an interest in Assignor or the Premises not approved by Assignee in writing or (b) Assignor makes an unpermitted encumbrance on the Premises or an interest in Assignor not approved by Assignee in writing; and

(xii) all costs and fees, including without limitation, reasonable attorneys' fees and costs, incurred by Assignee in the enforcement of sub-paragraphs (i) through (xi) hereinabove.

With the exception of those items of liability specifically set forth in items (i) through (xii) above, the lien of any judgment against Assignor in any proceeding instituted on, under or in connection with this Assignment shall not extend to any property now or hereafter owned by Assignor other than the interest of Assignor in the Premises and the other security for the payment of the Note.

(b) Notwithstanding the personal liability of Assignor for the matters specifically set forth above, in no event shall any of (1) AMB Property Corporation, a Maryland corporation ("**AMB REIT**"), (2) AMB Property, L.P. ("**AMB Property**"), (3) AMB Property II, L.P. ("**AMB Property II**"), (4) AMB Property Holding Corporation and (5) City and County of San Francisco Employee's Retirement System ("**CCSFERS**") which indirectly owns beneficial interests within

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Assignor, have any liability, personal or otherwise, to Assignee for any amounts payable under the Note, any Mortgage, the Environmental Indemnification Agreement, the Limited Guaranty or any of the other Loan Documents, including, without limitation, the matters described in (i) through (xii) above. Assignee shall have no recourse against AMB REIT, AMB Property, AMB Property II, AMB Property Holding Corporation or CCSFERS.

19. **Integration.** This Assignment, together with the other Loan Documents, constitutes the entire agreement between the parties hereto pertaining to the subject matters hereof and supersedes all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matters hereof.

20. **Time of Essence.** Time is of the essence in the performance of this Assignment.

21. **WAIVER OF JURY TRIAL.** THE PARTIES HERETO, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED ON OR ARISING OUT OF THIS AGREEMENT OR INSTRUMENT, OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS, WHETHER ORAL OR WRITTEN, OR ACTION OF ANY PARTY HERETO. NO PARTY SHALL SEEK TO CONSOLIDATE BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY ANY PARTY HERETO EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY ALL PARTIES.

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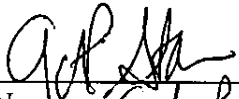
IN WITNESS WHEREOF, Assignor has caused this instrument to be executed as of the date first above written, and acknowledges receipt of a copy hereof at the time of execution.

**ASSIGNOR:**

**AMB PARTNERS II LOCAL, L.P., a  
Delaware limited partnership**

By: **AMB PROPERTY II, L.P., a Delaware  
limited partnership, its General  
Partner**

By: **AMB PROPERTY HOLDING  
CORPORATION, a Maryland  
corporation, its General Partner**

By:   
Name: Gayle P. Starr  
Title: VP

(CORPORATE SEAL)

Property of Cook County Clerk's Office



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STATE OF CA  
COUNTY OF Santa Clara ss.:

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Gregory Starv, personally known to me to be Vic Per of **AMB PROPERTY HOLDING CORPORATION**, a Maryland corporation, General Partner of **AMB PROPERTY II, L.P.**, a Delaware limited partnership, General Partner of **AMB PARTNERS II LOCAL, L.P.**, a Delaware limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instruments appeared before me this day in person and acknowledged that as such Vic Per he signed and delivered said instrument pursuant to authority given by the Dawn of such corporation, as his own free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under by hand and official seal, this 27 day of March, 2001.

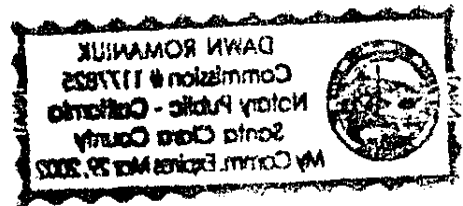


Dawn Romaniuk  
Notary Public

Commission Expires: 3/29/02

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## EXHIBIT "A"

### (LEGAL DESCRIPTION)

#### (AMB O'HARE CENTER/ARTHUR DISTRIBUTION CENTER)

#### TRACT I:

#### (AMB O'HARE CENTER)

#### PARCEL A: PARCEL A-1:

THAT PART OF BLOCK 4 TOGETHER WITH VACATED STREETS AND ALLEYS DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF BLOCK 4 EXTENDED WEST TO THE CENTER LINE OF PEARL STREET; THENCE SOUTH ALONG THE CENTER LINE OF PEARL STREET 633.02 FEET TO THE INTERSECTION WITH THE CENTER LINE OF FLORENCE AVENUE IN BLOCK 4 AFORESAID; THENCE EAST ALONG THE CENTER LINE OF FLORENCE AVENUE TO THE INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF NORTHERN ILLINOIS TOLL ROAD; THENCE NORTHEASTERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL ROAD TO THE INTERSECTION WITH THE NORTH LINE OF BLOCK 4 AFORESAID; THENCE WEST ALONG THE NORTH LINE OF BLOCK 4 AFORESAID EXTENDED WEST TO THE CENTER LINE OF PEARL STREET BEING THE POINT OF BEGINNING ALL IN FAIRVIEW HEIGHTS, BEING A SUBDIVISION IN THE EAST FRACTIONAL 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. EXCEPTING FROM SAID PARCEL THAT PART OF LOTS 1 TO 6 AND LOTS 43 TO 48 AND VACATED ALLEY IN BLOCK 4 IN FAIRVIEW HEIGHTS BEING A SUBDIVISION IN THE EAST FRACTIONAL HALF OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING WESTERLY OF THE WESTERLY RIGHT-OF-WAY OF THE NORTHERN ILLINOIS TOLL ROAD AND LYING NORTH OF A LINE 135.0 FEET (MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOTS 1 AND 48 AFORESAID, IN COOK COUNTY, ILLINOIS.

#### PARCEL A-2:

THAT PART OF BLOCKS 1 AND 8 TOGETHER WITH VACATED STREETS AND ALLEYS DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF BLOCK 1 EXTENDED EAST TO THE CENTER LINE OF PEARL STREET; THENCE SOUTH ALONG THE CENTER LINE OF PEARL STREET TO THE CENTER LINE OF FLORENCE AVENUE; THENCE WEST ALONG THE CENTER LINE OF FLORENCE AVENUE TO THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF THE MINNEAPOLIS, ST. PAUL AND SAULT ST. MARIE RAILROAD;

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THENCE NORTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF THE AFORESAID RAILROAD TO THE INTERSECTION WITH THE NORTH LINE OF BLOCK 1 AFORESAID; THENCE EAST ALONG THE NORTH LINE OF BLOCK 1 AFORESAID EXTENDED EAST TO THE CENTER LINE OF PEARL STREET, BEING THE POINT OF BEGINNING, EXCEPTING FROM SAID TRACT, THAT PART THEREOF LYING WESTERLY OF A LINE COMMENCING ON A POINT ON THE SOUTH LINE OF FOSTER AVENUE 40 FEET EASTERLY OF, AS MEASURED PERPENDICULARLY AND PARALLEL WITH THE EAST LINE OF THE RIGHT OF WAY OF THE WISCONSIN CENTRAL RAILROAD AND PRODUCED SOUTHEASTERLY TO A POINT IN THE CENTER LINE OF THE VACATED ALLEY IN BLOCK 8 IN FAIRVIEW, EBERHART AND ROYCE'S SUBDIVISION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9 AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT A STRIP OF LAND 16 1/2 FEET WIDE, OFF THE WEST END OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 16 AFORESAID) LYING 40 FEET EASTERLY OF, AS MEASURED PERPENDICULARLY AND PARALLEL WITH, THE EAST LINE OF THE RIGHT OF WAY OF THE WISCONSIN CENTRAL RAILROAD, AND CONTINUING SOUTHEASTERLY ALONG SAID LINE WHICH IS 23 FEET EASTERLY, AS MEASURED PERPENDICULARLY AND PARALLEL WITH THE EAST LINE OF THE RIGHT OF WAY OF THE WISCONSIN CENTRAL RAILROAD TO A POINT IN THE CENTER LINE OF VACATED FLORENCE AVENUE, WHICH POINT IS 23 FEET EASTERLY OF AS MEASURED PERPENDICULARLY AND PARALLEL WITH THE EAST LINE OF THE RIGHT OF WAY OF THE WISCONSIN CENTRAL RAILROAD; EXCEPTING FROM SAID PARCELS: THAT PART OF LOTS 1 TO 13 AND VACATED ALLEY IN BLOCK 1 IN FAIRVIEW, EBERHART AND ROYCE'S SUBDIVISION BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9 AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16 ALL IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF AND PARALLEL WITH THE EAST LINE OF RIGHT OF WAY OF THE MINNEAPOLIS, ST. PAUL AND SAULT ST. MARIE RAILROAD AND LYING NORTH OF A LINE 135.0 FEET (MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOTS 1 TO 13 AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL B:

THAT PART OF LOTS 1 TO 6 AND LOTS 43 TO 48 AND VACATED ALLEY IN BLOCK 4 IN FAIRVIEW HEIGHTS BEING A SUBDIVISION IN THE EAST FRACTIONAL HALF OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING WESTERLY OF THE WESTERLY RIGHT-OF-WAY OF THE NORTHERN ILLINOIS TOLL ROAD AND LYING NORTH OF A LINE 135.0 FEET (MEASURED AT RIGHT



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ANGLES) SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOTS 1 AND 48 AFORESAID, IN COOK COUNTY, ILLINOIS.

## PARCEL C:

THAT PART OF LOTS 1 TO 13 AND VACATED ALLEY IN BLOCK 1 IN FAIRVIEW, EBERHART, AND ROYCE'S SUBDIVISION BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9 AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING EASTERLY OF A LINE 40.0 FEET (MEASURED AT RIGHT ANGLES) EASTERLY OF AND PARALLEL WITH THE EAST LINE OF RIGHT-OF-WAY OF THE MINNEAPOLIS ST. PAUL AND SAULT ST. MARIE RAILROAD AND LYING NORTH OF A LINE 135.0 FEET (MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOTS 1 TO 13 AFORESAID, IN COOK COUNTY, ILLINOIS.

## PARCEL D:

LOTS 25 TO 35 BOTH INCLUSIVE THAT PART OF LOT 36 LYING WEST OF A CURVED LINE CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 2739.79 FEET, DRAWN FROM A POINT IN THE EAST LINE OF SAID LOT 36 WHICH IS 68.10 FEET NORTH OF THE SOUTHEAST CORNER THEREOF, TO A POINT IN THE SOUTH LINE OF SAID LOT 36, WHICH IS 15.64 FEET WEST OF THE SOUTHEAST CORNER THEREOF, AND THAT PART OF LOT 37 LYING WEST OF A CURVED LINE CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 2739.79 FEET DRAWN FROM A POINT ON THE NORTH LINE OF SAID LOT 37 WHICH IS 13.49 FEET WEST OF THE NORTHEAST CORNER THEREOF, TO A POINT IN THE WEST LINE OF SAID LOT 37 WHICH IS 68.10 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, ALL OF THE ABOVE BEING IN BLOCK 12; ALL OF THE ABOVE BEING IN J. TAYLOR'S ADDITION TO FAIRVIEW HEIGHTS, BEING SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPTING THEREFROM THAT PORTION DEEDED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY DEED RECORDED AS DOCUMENT 92228973 DESCRIBED AS FOLLOWS: THAT PART OF LOTS 36 AND 37 LYING EASTERLY OF A LINE DESCRIBED AS BEGINNING ON THE NORTH LINE OF SAID LOT 37 (ASSUMED BEARING OF NORTH 87 DEGREES 52 MINUTES 55 SECONDS EAST) 8.78 FEET EAST (AS MEASURED ON THE NORTHERLY LINE) OF THE NORTHWEST CORNER THEREOF; THENCE SAID LINE BEING A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2743.21 FEET, A DELTA ANGLE OF 02 DEGREES 07 MINUTES 19 SECONDS, A CHORD LENGTH OF 101.60 FEET AND A TANGENT BEARING OF SOUTH 09 DEGREES 36 MINUTES 48 SECONDS WEST; THENCE SOUTHERLY 101.60 FEET ALONG THE ARC TO THE EXISTING RIGHT-OF-WAY LINE OF THE ILLINOIS TOLL HIGHWAY, SAID RIGHT-OF-WAY LINE BEING A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 2739.79 FEET (EXCEPT THAT PART OF SAID

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LOTS LYING EASTERLY OF CURVED LINE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2739.79 FEET, DRAWN FROM A POINT ON THE NORTH LINE OF SAID LOT 37, 13.49 FEET WEST OF THE NORTHEAST CORNER THEREOF, TO A POINT ON THE SOUTH LINE OF SAID LOT 36, 15.64 FEET WEST OF THE SOUTHEAST CORNER THEREOF).

## PARCEL E:

LOTS 29 TO 41, BOTH INCLUSIVE, LOTS 27 AND 28 (TAKEN AS A TRACT) EXCEPT THEREFROM THAT PART THEREOF LYING WESTERLY OF A LINE DRAWN 40 FEET EASTERLY OF AND PARALLEL WITH AND MEASURED AT RIGHT ANGLES TO THE EASTERLY RIGHT OF WAY LINE OF THE MINNEAPOLIS, ST. PAUL AND SAULT SAINT MARIE RAILROAD COMPANY, ALL OF THE ABOVE DESCRIBED PROPERTY BEING IN BLOCK 5; ALSO OF THE ABOVE BEING IN J. TAYLOR'S ADDITION TO FAIRVIEW HEIGHTS, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL F:

THAT PART OF LOTS 11 TO 24, BOTH INCLUSIVE, TAKEN AS A TRACT, LYING WEST OF A CURVED LINE CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 2739.79 FEET DRAWN FROM A POINT IN THE SOUTH LINE OF LOT 12 WHICH IS 14.55 FEET EAST OF THE SOUTHWEST CORNER THEREOF, TO A POINT IN THE NORTH LINE OF LOT 11, WHICH IS 34.83 FEET EAST OF THE NORTHWEST CORNER OF LOT 12 (EXCEPT THAT PART OF SAID TRACT LYING WEST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID TRACT, THROUGH A POINT ON THE NORTH LINE OF SAID TRACT 160 FEET EAST OF THE NORTHWEST CORNER OF SAID TRACT) ALL IN BLOCK 12 IN J. TAYLOR'S ADDITION TO FAIRVIEW HEIGHTS, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPTING THEREFROM THAT PORTION DEEDED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY DEED RECORDED AS DOCUMENT 97052595 DESCRIBED AS FOLLOWS: THAT PART OF LOTS 11 AND 12 LYING EASTERLY OF A LINE DESCRIBED AS BEGINNING ON THE NORTH LINE OF SAID LOT 11 (ASSUMED BEARING OF NORTH 87 DEGREES, 52 MINUTES 55 SECONDS EAST), 3.89 FEET EAST (AS MEASURED ON THE NORTHERLY LINE) OF THE NORTHWEST CORNER THEREOF; THENCE SOUTHWESTERLY 126.09 FEET ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2734.69 FEET, A DELTA ANGLE OF 02 DEGREES 38 MINUTES 30 SECONDS, AND A TANGENT BEARING OF SOUTH 06 DEGREES 37 MINUTES 49 SECONDS WEST TO THE SOUTH LINE OF SAID LOT 12, 11.46 FEET EAST (AS MEASURED ALONG THE SAID SOUTH LINE) OF THE SOUTHWEST CORNER THEREOF (EXCEPT THAT PART OF SAID LOTS LYING EASTERLY OF THE WESTERLY RIGHT OF WAY OF THE ILLINOIS TOLL ROAD).

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## PARCEL G:

LOTS 18 TO 24, BOTH INCLUSIVE, TAKEN AS A TRACT (EXCEPT THAT PART OF SAID TRACT LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID TRACT, THROUGH A POINT ON THE NORTH LINE OF SAID TRACT 160.0 FEET EAST OF THE NORTHWEST CORNER OF SAID TRACT) ALL IN BLOCK 12 IN J. TAYLOR'S ADDITION TO FAIRVIEW HEIGHTS, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL H: PARCEL H-1:

LOTS 1 TO 8, BOTH INCLUSIVE, TAKEN AS A TRACT (EXCEPT THAT PART OF SAID TRACT LYING WEST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID TRACT THROUGH A POINT THEREIN 170.0 FEET WEST OF THE SOUTHEAST CORNER OF SAID TRACT) ALL IN BLOCK 5 IN J. TAYLOR'S ADDITION TO FAIRVIEW HEIGHTS, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL I: PARCEL I-1:

LOTS 1 TO 16, BOTH INCLUSIVE, TAKEN AS A TRACT (EXCEPT THAT PART OF SAID TRACT LYING EAST OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID TRACT 229.80 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH AT RIGHT ANGLES THERETO 103.80 FEET; THENCE NORTHEASTERLY 21.60 FEET, MORE OR LESS, TO A POINT IN THE NORTH LINE OF SAID TRACT 226.88 FEET WEST OF THE NORTHEAST CORNER THEREOF, ALSO THAT PART OF SAID TRACT LYING WESTERLY OF A LINE DRAWN 40 FEET EASTERLY MEASURED AT RIGHT ANGLES, OF AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF THE MINNEAPOLIS, ST. PAUL AND SAULT ST. MARIE RAILROAD COMPANY) ALL IN BLOCK 5 IN J. TAYLOR'S ADDITION TO FAIRVIEW HEIGHTS, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL I-2:

LOTS 1 TO 16, BOTH INCLUSIVE, TAKEN AS A TRACT, (EXCEPT THAT PART OF SAID TRACT LYING EAST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID TRACT THROUGH A POINT THEREIN 170.0 FEET WEST OF THE SOUTHEAST CORNER OF SAID TRACT AND ALSO EXCEPT THAT PART OF SAID TRACT LYING WEST OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID TRACT 229.80 FEET WEST OF THE SOUTHEAST

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CORNER THEREOF; THENCE NORTH AT RIGHT ANGLES THERETO 103.80 FEET; THENCE NORTHEASTERLY 21.60 FEET, MORE OR LESS, TO A POINT IN THE NORTH LINE OF SAID TRACT 226.88 FEET WEST OF THE NORTHEAST CORNER THEREOF) ALL IN BLOCK 5 IN J. TAYLOR'S ADDITION TO FAIRVIEW HEIGHTS, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL J:

LOTS 25 TO 39, BOTH INCLUSIVE TAKEN AS A TRACT, EXCEPTING THAT PART OF SAID TRACT LYING WEST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE OF SAID TRACT AND PASSING THROUGH THE NORTH LINE OF SAID TRACT, AT A POINT 135.00 FEET EAST OF THE NORTHWEST CORNER OF SAID TRACT, ALSO EXCEPTING THAT PART OF SAID TRACT LYING EAST OF A CURVED LINE CONVEX TO THE EAST AND HAVING A RADIUS OF 2739.79 FEET, DRAWN FROM A POINT ON THE SOUTH LINE OF SAID LOT 38, WHICH IS 18.21 FEET EAST OF THE SOUTHWEST CORNER THEREOF, TO A POINT IN THE NORTH LINE OF SAID LOT 39, WHICH IS 4.52 FEET EAST OF THE NORTHWEST CORNER THEREOF, ALL IN BLOCK 11, IN J. TAYLOR'S ADDITION TO FAIRVIEW HEIGHTS, BEING A SUBDIVISION OF THE SOUTH HALF OF THE NORTH EAST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (EXCEPTING THEREFROM THAT PORTION DEEDED TO THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY BY DEED RECORDED AS DOCUMENT 92228975 DESCRIBED AS FOLLOWS: THAT PART OF LOTS 38 AND 39 LYING EASTERLY OF A LINE DESCRIBED AS BEGINNING ON THE NORTH LINE OF SAID LOT 38 (ASSUMED BEARING OF NORTH 87 DEGREES 52 MINUTES 55 SECONDS EAST), 23.78 FEET EAST (AS MEASURED ON THE NORTHERLY LINE) OF THE NORTHWEST CORNER THEREOF; THENCE SOUTHWESTERLY 124.62 FEET ALONG THE ARC OF A CIRCLE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1561.62 FEET, A DELTA ANGLE OF 04 DEGREES 34 MINUTES 21 SECONDS AND A TANGENT BEARING OF SOUTH 00 DEGREES 28 MINUTES 05 SECONDS WEST TO THE SOUTH LINE OF SAID LOT 38, 17.81 FEET EAST (AS MEASURED ALONG THE SAID SOUTH LINE) OF THE SOUTHWEST CORNER THEREOF (EXCEPT THAT PART OF SAID LOTS LYING EASTERLY OF THE WESTERLY RIGHT OF WAY OF THE ILLINOIS TOLL ROAD)

## PARCEL K:

LOTS 25 TO 35, BOTH INCLUSIVE, TAKEN AS A TRACT, EXCEPTING THAT PART OF SAID TRACT LYING EAST OF A LINE DRAWN PERPENDICULARLY TO THE SOUTH LINE OF SAID TRACT AND PASSING THROUGH THE NORTH LINE OF SOUTH TRACT AT A POINT 135.00 FEET EAST OF THE NORTHEAST CORNER OF SAID TRACT, ALL IN BLOCK 11 IN TAYLOR'S ADDITION TO FAIRVIEW HEIGHTS, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 9,



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TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL L:

THAT PART OF LOTS 25 AND 26 (TAKEN AS A TRACT) LYING EAST OF A LINE 40 FEET EAST AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE EAST LINE OF THE RIGHT OF WAY OF THE WISCONSIN CENTRAL RAILROAD COMPANY AND ALL OF LOTS 27 TO 42, BOTH INCLUSIVE, ALL BEING IN BLOCK 6, ALL OF THE ABOVE BEING IN J. TAYLOR'S ADDITION TO FAIRVIEW, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**TRACT II:**  
**(ARTHUR DISTRIBUTION CENTER)**

LOT 292 IN CENTEX INDUSTRIAL PARK UNIT 172, BEING A SUBDIVISION IN THE SOUTH HALF OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## Permanent Index Numbers

Elk Grove Village: 08-34-302-013-0000

All other Parcels:

12-09-406-053-0000

12-09-406-054-0000

12-09-406-055-0000

12-09-402-031-0000

12-09-405-023-0000

12-09-212-054-0000

12-09-211-040-0000

12-09-212-051-0000

12-09-212-052-0000

12-09-211-037-0000

12-09-211-039-0000

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