¹Doc# 1815712087 Fee \$114.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/06/2018 03:30 PM PG: 1 OF 35

THIS DOCUMENT PREPARED BY AND RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: Francesco A. De Vito, Esq.

Rackemann, Sawyer & Brewster 160 Federal Street, 15th Floor Boston, MA 22110

10002900000000

ASSIGNMENT OF LEASES AND RENTS

Date(1 and effective as of June 1, 2018

between

TAURUS MIDWEST IND JSTRIAL PORTFOLIO I LLC

as Assignor

and

CAPITAL ONE, NATIONAL ASSOCIATION,

as Administrative Agent, as Assignee

6 Cook county Properties for

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THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") dated and effective as of the 1st day of June, 2018, made by TAURUS MIDWEST INDUSTRIAL PORTFOLIO I LLC, a Delaware limited liability company, having an address at c/o Taurus Investment Holdings, LLC, Two International Place, Suite 2710, Boston, Massachusetts 02110 ("Assignor"), to CAPITAL ONE, NATIONAL ASSOCIATION, as administrative agent on behalf of the Lenders (as defined below) (in such capacity, together with its successors and assigns, hereinafter referred to as "Assignee"), having an address at Ten Post Office Square, 11th Floor, Boston, Massachusetts 02109.

WITNESSETH:

W'(EREAS, Assignor is the owner of a fee simple title to that certain parcel of real property (the "*Premises*") described in <u>Exhibit A</u> attached hereto, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and other improvements now or hereafter located thereon (collectively, the "*Property*");

WHEREAS, Assignor, Assignee and the lenders party thereto (each, a "Lender", collectively, the "Lenders") have enceed into a certain Term Loan Agreement dated as of the date hereof (as amended, modified, restated, consolidated or supplemented from time to time, the "Loan Agreement") pursuant to which the Lenders have agreed to make a secured loan to Assignor in the maximum principal amount of up to \$142,500,000 (the "Loan").

WHEREAS, Assignor has executed one or more promissory notes to the respective order of the Lenders in the aggregate principal amount of the Loan (as the same may be amended, modified, restated, severed, consolidated, renewed, replaced, or supplemented from time to time, individually or collectively as the context requires, the "Note"), which are secured by, inter alia, that certain Mortgage, Assignment of Leases and Rents and Security Agreement (as amended from time to time, the "Mortgage") on the Property.

WHEREAS, it is a condition to the obligation of the Lenders to make the Loan to Assignor pursuant to the Loan Agreement that Assignor execute and deliver this Assignment;

WHEREAS, this Assignment is being given as additional security for the Loan; and

WHEREAS, capitalized terms used in this Assignment without definition have the respective meanings assigned to such terms in the Loan Agreement or the Mortgage, as the case may be, the terms of each of which are specifically incorporated by reference herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which by the parties hereto is hereby acknowledged, and additionally for the purpose of additionally securing the Debt, Assignor hereby assigns, transfers, conveys and sets over unto Assignee (on behalf of the Lenders), all right, title and interest of Assignor in and to all Leases and all Rents;

TO HAVE AND TO HOLD the same unto Assignee, and its successors and assigns forever, upon the terms and conditions and for the uses hereinafter set forth.

And Assignor hereby further agrees as follows:

- 1. <u>Certain Representations, Warranties and Covenants</u>. Assignor represents, warrants and covenants to Assignee and each Lender that:
- (a) The payment of the Rents to accrue under any Lease will not be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor;
- (b) Assignor has not performed, and will not perform, any acts, and has not executed, and will not execute, any instrument that would prevent Assignee or any Lender from exercising its rights under this Assignment; and
- (c) Assignor hereby authorizes and directs any tenant under any of the Leases and any successor to all or any part of the interests of any such tenant to pay directly to the applicable Collection Account, in accordance with the terms of the Loan Agreement and the Cash Management Agreement, the Rents due and to become due under such tenant's Lease, and such authorization and direction shall be sufficient warrant to the tenant to make future payments of Rents directly to the Collection Account in accordance with the terms of the Loan Agreement and the Cash Management Agreement without the necessity for further consent by Assignor.

2. <u>Assignment; Deferred Exercise of Rights.</u>

- absolutely and unconditionally assign to Assignee (on retalf of the Lenders) all right, title and interest of Assignor in and to all present and future Leases and Rents, and this Assignment constitutes a present and absolute assignment and is intended to be unconditional and not as an assignment for additional security only. It is further intended that it not be necessary for Assignee or any Lender to institute legal proceedings, absent any requirements of law or regulation to the contrary, to enforce the provisions hereof. Assignor hereby authorizes Assignee or its agents to collect the Rents; provided, however, that prior to an Event of Default, and subject at all times to the requirement that payments and deposits of Rents be made directly to the Collection Account, Assignor shall have a revocable license, but limited as provided in this Assignment and in any of the other Loan Documents, to otherwise deal with, and enjoy the rights of the lessor under, the Leases.
- (b) Upon the occurrence and during the continuance of an Event of Default, and without the necessity of Assignee or any Lender entering upon and taking and maintaining full control of the Property in person, by agent or by court-appointed receiver, the license referred to in paragraph (a) above shall immediately be revoked and Assignee shall have the right at its option, to exercise all rights and remedies contained in the Loan Documents, or otherwise available at law or in equity.
- 3. Rents Held in Trust by Assignor. Rents held or received by Assignor shall be held or received by Assignor as trustee for the benefit of Assignee only and shall immediately

be deposited directly to the applicable Collection Account in accordance with the terms of the Loan Agreement and Cash Management Agreement.

- 4. <u>Effect on Rights Under Other Documents</u>. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee or any Lender of its respective rights and remedies under any of the other Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee or the Lenders under the terms of the other Loan Documents. The rights of Assignee and the Lenders under the other Loan Documents may be exercised by Assignee or the Lenders either prior to, simultaneously with, or subsequent to any action taken by it hereunder. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents or grant of a security interest contained in any of the other Loan Documents.
- 5. Event of Default. Upon or at any time after the occurrence and during the continuance of an Event of Default, then in addition to and without limiting any of Assignee's or any other Lenders' rights and remedies hereunder and under the other Loan Documents and as otherwise available at law or in equity:
- (a) Assignee (on behalf of the Lenders) may, at its option, without waiving such Event of Default and without regard to the adequacy of the security for the Debt, either in person or by agent, without bringing any action or proceeding, or by a receiver appointed by a court, without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents, including those past-due and unpaid, for application to the payment of the Debt in accordance with the terms of the Loan Documents, and Assignee (on behalf of the Lenders) may enter into, and to the extent that Assignor would have the right to do so, cancel, enforce or modify any Lease. The exercise by Assignee of the option granted it in this Section and the collection of the Rents and the application thereof as hereir, provided shall not be considered a waiver of any Event of Default.
- (b) Assignor hereby acknowledges and agrees that payment of any item of Rent by a Person to Assignee as hereinabove provided shall constitute payment in full of such item of Rent by such Person, as fully and with the same effect as if it had been paid to Assignor.
- (c) Assignee in respect of the Leases and Rents shal! have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State in which such rights and remedies are asserted as described in Section 12(b) to the extent of such rights thereunder and additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted.
- 6. <u>Application of Rents and Proceeds</u>. After the occurrence and during the continuance of an Event of Default, Rents received or held by Assignor or Assignee shall be applied in accordance with the terms of the Loan Documents.
- 7. <u>Attorney-in-Fact</u>. Upon the occurrence and during the continuance of an Event of Default, Assignor hereby appoints Assignee the attorney-in-fact of Assignor to take any action and execute any instruments that Assignor is obligated, or has covenanted and agreed under

the Loan Agreement or the other Loan Documents to take or execute, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing provisions of this Section 7, upon the occurrence and during the continuance of an Event of Default, Assignor does hereby irrevocably appoint Assignee as its attorney-in-fact with full power, in the name and stead of Assignor to demand, collect, receive and give complete acquittance for any and all of the Rents now due or that may hereafter become due, and at Assignee's discretion, to file any claim, to take any other action, to institute any proceeding or to make any settlement of any claim, 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 Rents.

- 3. <u>Termination</u>. Assignee, by the acceptance of this Assignment on behalf of the Lenders, agrees that when all of the Debt shall have been paid in full, this Assignment shall terminate, and Assignee shall execute and deliver to Assignor, upon such termination such instruments of termination or re-assignment and Uniform Commercial Code termination statements, all without recourse and without any representation or warranty whatsoever, as shall be reasonably requested by Assignor.
- 9. <u>Expenses</u>. Assignor agrees to pay to Assignee and the Lenders all out-of-pocket expenses (including expenses for reasonable attorneys' fees and costs of every kind) of, or incident to, the enforcement of any of the provisions of this Assignment or performance by Assignee or any Lender of any obligation of Assignor hereunder which Assignor has failed or refused to perform.
- 10. <u>Further Assurances</u>. Assignor agrees that, from time to time upon the written request of Assignee, it will give, execute, deliver, file and/or record any financing statements, notice, instrument, document, agreement or other papers and do such other acts and things that may be necessary and desirable to create, preserve, perfect or validate this Assignment, to enable Assignee to exercise and enforce its rights hereunder with respect to this Assignment or to otherwise carry out the purposes and intent of this Assignment.
- No Obligation by Assignee. By virtue of this Assignment, neither Assignee nor any Lender shall be obligated to perform or discharge, nor does it hereby and attake to perform or discharge, any obligation, duty or liability under any of the Leases. This Assignment shall not operate to constitute Assignee or any Lender as a lender in possession of the Property or to place responsibility for the control, care, management or repair of the Property upon Assignee or any Lender, nor shall it operate to make Assignee responsible or liable for any waste committed on the Property by any tenant or other party in possession or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control thereof.

12. Miscellaneous.

(a) No failure on the part of Assignee, any Lender or any of their respective agents to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Assignee, any Lender or any of their respective agents of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right,

power or remedy. Subject to <u>Section 16</u> hereof, the remedies herein are cumulative and are not exclusive of any remedies provided by law.

- WITH RESPECT TO MATTERS RELATING TO THE CREATION, PERFECTION AND PROCEDURES RELATING TO THE ENFORCEMENT OF THIS ASSIGNMENT, THIS ASSIGNMENT SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED (WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF), IT BEING UNDERSTOOD THAT, EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS PARAGRAPH AND TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF) SHALL GOVERN ALL MATTERS RELATING TO THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS AND ALL OF THE INDESTEDNESS OR OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. ALL PROVISIONS OF THE LOAN AGREEMENT INCORPORATED HEREIN BY REFERENCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK IN ACCORDANCE WITH SECTION 11.5 OF THE LOAN AGREEMENT, AS SET FORTH IN THE GOVERNING LAW PROVISION OF THE LOAN AGREEMENT.
- Assignment are cumulative, and Assignee and the Lenders may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby; and no such right or remedy set forth in this Assignment shall be deemed exclusive of any of the remedies or rights granted to Assignee or the Lenders in any of the Loan Documents. Nothing contained in this Assignment shall be deemed to limit or restrict the rights and remedies of Assignee or the Lenders under the Loan Agreement or any of the other Loan Documents.
- (d) Until the indebtedness and all other on igations secured by the Loan Documents is paid in full, Assignor will, upon request, deliver from time to time to Assignee executed originals to the extent available, otherwise photocopies certified by Assignor as true, correct and complete, of executed originals, of any and all existing Leases to which Assignor is a party, and executed originals, or photocopies of executed originals, so certified by Assignor, if an executed original is not available, of all other and future Leases to which Assignor is a party, and upon request of Assignee, will specifically transfer and assign to Assignee such other and future Leases upon the same terms and conditions as herein contained.
- (e) Assignor represents that it: (i) has been advised that Assignee and the Lenders engage in the business of real estate financings and other real estate transactions and investments which may be viewed as adverse to or competitive with the business of Assignor or its affiliates; (ii) is represented by competent counsel and has consulted counsel before executing this Assignment; and (iii) has relied solely on its own judgment and on its counsel and advisors in entering into the transaction(s) contemplated hereby without relying in any manner on any statements, representations or recommendations of Assignee or any parent, subsidiary or affiliate of Assignee.

- 13. <u>No Oral Change</u>. This Assignment may not be amended except by an instrument in writing signed by Assignor and Assignee.
- 14. <u>Successors and Assigns</u>. Assignor may not assign its rights under this Assignment except as permitted under the Loan Agreement. Subject to the foregoing, this Assignment shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.
- 15. <u>Notices</u>. All notices, requests and other communications provided for herein shall be given or made in writing in the manner specified in the Loan Agreement.
- 16. <u>Exculpation</u>. It is expressly agreed that recourse against Assignor for failure to perform and observe its obligations contained in this Assignment shall be limited as and to the extent provided in <u>Section 11.1</u> of the Loan Agreement.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor as of the day and year first above written.

ASSIGNOR:

TAURUS MIDWEST INDUSTRIAL PORTFOLIO I LLC,

a Delaware limited liability company

DOOR CO By: Taurus CCII Chicago Industrial Portfolio GP LLC, a Delaware limited liability company, its manager

Taurus Investment Holdings, LLC. By: a Massachusetts/limited liability company Its sole member

By:

Name: Erik Rijnbout Title: Manager

STATE/COMMONWEALTH CI

Suffelk, ss.

On this 21h day of May __, 2018, before me, the undersigned notary public, personally appeared Erik Rijnbout, the Manager of Taurus Investment Foldings, LLC, the sole member of Taurus CCII Chicago Industrial Portfolio GP LLC, the manager of Taurus Midwest Industrial Portfolio I LLC, proved to me through satisfactory evidence of identification, which was a MA olving lune to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for it tated purpose as said Manager.

My commission expires

MICHAEL B. BRODIGAN Notary Public

Commonwealth of Massachusetts My Comm. Expires February 24, 2023

EXHIBIT A

Legal Descriptions

Property Address: 120 South Fairbank Street, Addison, IL 60101

Tax Identification Number: 03-30-404-036

Lot 1 in Sebastian's & Walerija's Re-subdivision, being a Re-subdivision of part of the Southeast 1/4 of Section 30, Township 40 North, Range 11, East of the Third Principal Meridian, according to the Plat of said Re-subdivision recorded March 31, 1988 as document R88-31157, in DuPage Se pis.

Coot County Clark's Office County, Illinois.

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Property Address: 4201 West Victoria Street, Chicago, IL 60646

Tax Identification Number: 13-03-405-037-0000

A part of Lots 8 and 9 Cook's Subdivision of that part of the East 1/2 of Fractional Section 3, Township 40 North, Range 13, East of the Third Principal Meridian, lying South of Indian boundary line, which part of Lots is more particularly described as follows:

Beginning at the point of intersection of the East Line of Said Lot 8, with the North Line of West Bryn Mawr Avenue (which North Street line is the North Line of the South 33.00 feet of said East 1/2 of Fractional Section 3) and running thence West along said North Street line, a distance of 340.00 feet to its intersection with the West Line of the East 1512.81 feet of said East 1/2 of Fractional Section 3; thence North Along said West Line of the East 1512.81 feet (which West line is paralle with said East Line of Lot 8), a distance of 707.77 feet to its intersection with the North Line of the South 740.77 feet of said East 1/2 of Fractional Section 3; Thence East along said North Line of the South 740.77 feet, a distance of 340.00 feet to its intersection with said East Line of Lot 8 and thence South along said East Lot line, a distance of 707.77 feet to the Coot County Clert's Office point of beginning, in Cook County, Illinois.

Property Address: 350 Howard Avenue, Des Plaines, IL 60018

Tax Identification Number: 09-30-101-029-0000

Lot 1 in Agsco Corporation Subdivision, a Re-subdivision of part of Lot 6 in George H. Geils' Subdivision of part of the South 1/2 of the North 1/2 and of the South 14.70 feet of the North 1/2 of the North 1/2 of Section 30, Township 41 North, Range 12 East of the Third Principal Meridian, in the City of Des Plaines, in Cook County, Illinois.

Property of Coot County Clerk's Office

Property Address: 2511-2521 Pan-Am Boulevard, Elk Grove Village, IL 60007

Tax Identification Number: 03-02-204-010

Lot 2 in Wright Properties Re-subdivision of Lot 10 in Hazelbroeck Subdivision in Devon O'Hare Industrial Park Unit No; 1, being a Subdivision of the South 275 feet of the West 480 feet of the East 530 feet of the Northeast 1/4 of Section 2, Township 40 North, Range 11, East of the Third Principal Meridian, according to the Plat of said Wright Properties Re-subdivision recorded February 16, 1984 as document R84-12903, and certificate of correction recorded May 2, 1984 as document R84-32388, in DuPage county, Illinois.

or coot county Clork's Office

Property Address: 1900 Arthur Avenue, Elk Grove Village, IL 60007

Tax Identification Number: 08-35-301-025-0000

Lot 206 in Centex Industrial Park Unit 103, being a Subdivision of part of the Southwest 1/4 of Section 35, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Popolity of Cook Colling Clork's Office

Property Address: 940-950 Greenleaf Avenue, Elk Grove Village, IL 60007

Tax Identification Number: 08-34-103-004-0000

Lot 104 in Centex Industrial Park Unit 73, being a Subdivision in Section 34, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat of Subdivision recorded November 8, 1967 as document 20316653.

Property of Cook County Clerk's Office

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Property Address: 65 Ambrogio Drive, Gurnee IL 60031

Tax Identification Number: 07-24-307-009

Lot 22 in Gurnee Business Center, being a Subdivision of part of the North 1/2 of the Southwest 1/4 of Section 24, Township 45 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded December 29, 1987 as document 2644094, in Lake County, Illinois.

Property of Cook County Clerk's Office

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Property Address: 1050-1060 North DuPage Avenue, Lombard, IL 60148

Tax Identification Number: 03-31-403-035

Parcel 1

Lot 1 in First Parkway Re-subdivision of Lot 7 in Parkway West Subdivision in the southeast 1/4 of section 31, township 40 north, range 11, east of the Third Principal Meridian, according to the plat thereof recorded March 5, 1987 as document R87-031063, in DuPage County, Illinois.

Parcel 2

Perpetual as ement for the benefit of Lot 1 for ingress and egress over the parking lot driveways and service driveways located on Lot 2 as created by the Grant of Easement recorded as document number R87-030583.

Parcel 3

Perpetual easement for the benefit of Lot 1 for ingress and egress over the parking lot driveways and service driveways located or. Lot 6 in Parkway West Subdivision aforesaid as created by the Grant of Easement recorded as document number R87-011984.

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Property Address: 1030-1040 North DuPage Avenue, Lombard, IL 60148

Tax Identification Number: 03-31-403-036

Parcel 1:

Lot 2 in First Parkway Re-subdivision of Lot 7 in Parkway West Subdivision in the Southeast 1/4 of Section 31, Township 40 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded March 5, 1987 as document R87-031063, in DuPage County, Illinois.

Parcel 2.

Non-exclusive easement for the benefit of parcel 1 for ingress and egress over the parking lot driveways and service driveways located on Lot 1 in said First Parkway Re-subdivision, as created by the Crunt of Easement recorded as document R87-030582.

Parcel 3:

Non-exclusive easement for the benefit of parcel 1 for ingress and egress over the parking lot driveways and service driveways located on Lot 6 in Parkway West Subdivision aforesaid as created by Grant of Easement recorded as document R87-011984.

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Property Address: 970-980 North DuPage Avenue, Lombard IL 60148

Tax Identification Number: 03-31-403-027

Parcel 1:

Lot 6 in Parkway West Subdivision of part of the southeast 1/4 of section 31, township 40 north, range 11, east of the Third Principal Meridian, according to the plat thereof recorded March 26, 1985 as document number R85-20821, in DuPage County, Illinois.

Parcel 2:

Perpetual casement for the benefit of lot 6 for ingress and egress over the parking lot driveways and service ariveways located on Lots 1 and 2 of First Parkway Re-subdivision of lot 7 in Parkway West Subdivision, as created by the Grant of Easement recorded as document number R87-011985.

Parcel 3:

Perpetual easement for the tenefit of Lot 6 for ingress and egress over the parking lot driveways and service driveways located on lot 5 as created by the Grant of Easement recorded as document number R85-55671.

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Property Address: 931 N DuPage Ave, Lombard IL 60148

Tax Identification Number: 03-31-402-011

That part of the southeast 1/4 of section 31, township 40 north, range 11, east of the Third Principal Meridian, described as commencing at the intersection of the east line of DuPage Avenue (said east line being a line 616.35 feet west of and parallel with the east line of said southeast quarter) and a line drawn at right angles to said east line of the southeast 1/4, through a point on said east line 411.12 feet south of the northeast corner of said quarter section; thence south 00 degrees 00 minutes 00 seconds west along said line of DuPage Avenue 1144.17 feet to the place of beginning of the tract of land being herein described; thence north 90 degrees 00 minutes 00 seconds east at right angles to said east line of DuPage Avenue, a distance of 215.0 fect to a line 401.35 feet west of and parallel with said east line of the southeast 1/4; thence south 00 degrees 00 n inutes 00 seconds west along said parallel line, said parallel line being the west line of a railroa; right of way, a distance of 247.47 feet to a bend in said right of way line; thence south 10 degrees 30 minutes 00 seconds east along the westerly line of said railroad right of way, a distance of 4.61 feet to an intersection with a line drawn at right angles to said east line of DuPage Avenue, through a point on said east line 252.0 feet south of the place of beginning; thence south 90 degrees 00 rejutes 00 seconds west along the last described right angle line A venue,

Otherwise Office 215.84 feet to said east line of Dirage Avenue; thence north 00 degrees 00 minutes 00 seconds east along said east line of DuPage Avenue, 252.0 feet to said place of beginning, in DuPage County, Illinois.

Property Address: 910 N DuPage Ave., Lombard IL 60148

Tax Identification Number: 03-31-403-031

Lot 2 in Parkway West Subdivision of part of the southeast quarter of section 31, Township 40 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded March 26, 1985, as Document Number R85-20821, in DuPage County, Illinois

Proberty of Cook County Clerk's Office

Property Address: 10 Eisenhower Lane North, Lombard IL 60148

Tax Identification Number: 06-30-202-012

The South 165 feet of Lot 11 Lombard Industrial Park nit No. 2, a Subdivision of a part of Section 30, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded July 18, 1972 as document R72-40869, in DuPage county, Illinois.

Property Address: 50 Eisenhower Lane North, Lombard IL 60148

Tax Identification Number: 06-30-202-014

Lot 10 (except the West 65 feet thereof and except the South 109.93 feet thereof) in Lombard Industrial Park Unit No. 2, a Subdivision of part of section 30, Township North 39, Range 11 East of the Third Principal Meridian, according to the Plat thereof recorded July 18, 1972 as document no. R72-40869, in DuPage County, Illinois

Proporty of Cook County Clark's Office

Property Address: 121 Eisenhower Lane South, Lombard, IL 60148

Tax Identification Number: 06-30-203-016

Lot 15 in Lombard Industrial Park Unit No. 4, being a Subdivision of that part of Section 30, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded August 20, 1973 as document R73-52401, in DuPage County, Illinois.

Property Address: 201 Eisenhower Lane North, Lombard, IL 60148

Tax Identification Number: 06-30-205-009

Parcel 1:

Unit 8 (except the East 20.0 feet) in Lombard Industrial Park Unit No.8, a Subdivision of part of the Northeast 1/4 of Section 30, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded August 5, 1976 as document R76-53192, in Du Page County, Illinois.

Parcel 2:

A non-exclusive easement for the benefit of parcel 1 as created by reciprocal easement for ingress and egress dated July 2, 1978 and recorded August 15, 1978 as document R78-76745 for the purpose of ingress and egress over the following described Land:

the East 20 feet of Londourd Industrial Park Unit No. 8, a Plat of Subdivision of a part of Section 30, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded August 5, 1946 as document R76-53192, in DuPage County, Illinois.

Property Address: 220 Eisenhower Lane North, Lombard IL 60148

Tax Identification Number: 06-30-202-008

The West 165 feet of Lot 8 in Lombard Industrial Park Unit No. 2, a Subdivision of a part of Section 30, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded July 18, 1972 as document R72-40869, in DuPage County, Illinois.

Property of Cook County Clerk's Office

Property Address: 301 Eisenhower Lane South, Lombard IL 60148

Tax Identification Number: 06-30-203-024

Lot 19 (except the East 27 feet thereof) in Lombard Industrial Park Unit No. 6, Plat of Subdivision of part of Section 30, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded July 1, 1975 as document R75-32070, in DuPage County, Illinois.

Oroperty of Coot County Clerk's Office

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Property Address: 330 Eisenhower Lane North, Lombard IL 60148

Tax Identification Number: 06-30-203-027

Lot 1 in Lombard Industrial Park Unit 12, being a re-subdivision of Lombard Industrial Park Unit No. 3, and part of Unit No. 11 in the Northeast 1/4 of Section 30, Township 39 North, range 11, East of the Third Principal Meridian, according to the Plat of said Lombard Industrial Park Unit 12 recorded November 21, 1986 as document R86-147498, in Du Page County, Illinois

Property of Coot County Clerk's Office

Property Address: 400 Eisenhower Lane North, Lombard IL 60148

Tax Identification Number: 06-30-201-019

Parcel 1:

The East 46.56 feet of the West 143.47 feet of Lot 4 and that part of the East 191.53 feet of the West 335.00 feet of Said Lot 4 lying South of the North 307.95 feet thereof in Lombard Industrial Park Unit No. 11, being a Subdivision of part of Section 30, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded July 31, 1978 as document R78-70568 and certificate of correction recorded as document R78-124161, in DuPage county, Illinois.

Parcel 1A:

The North 307.93 feet of that part of Lot 4 lying East of the West 143.47 feet thereof and that part of said Lot 4 lying East of the West 335.00 feet thereof and lying South of the North 307.95 feet thereof, in Lombard Industrial Park Unit No. 11, being a Subdivision of part of Section 30, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded July 31, 1978 at Coument R78-70568 and certificate of correction recorded as document R78-124161, in DuPage County, Illinois.

Property Address: 421 Eisenhower Lane South, Lombard IL 60148

Tax Identification Number: 06-30-205-022

Lot 2 (except the West 240.00 feet thereof) in Lombard Industrial Park Unit no. 11, being a subdivision of part of Section 30 Township 39 North, range 11 East of the Third Principal Meridian, according to the Plat thereof recorded July 31, 1978 as document R78-70568, and certificate of correction recorded December 27, 1978 as document R78-124161, in DuPage County, Illinois

Oroberty or Coot County Clerk's Office

Property Address: 455 Eisenhower Lane South, Lombard IL 60148 Tax Identification Numbers: 06-30-205-030; 06-30-205-035

Parcel 1:

The West 190.56 feet of that part of Lot 2 lying south of the north 138.22 feet thereof in Lombard Industrial Park Unit No. 11, a subdivision of part of Section 30, Township 39 North, Range 11, east of the Third Principal Meridian, according to the plat thereof recorded July 31, 1978 as document R78-70568 and certificate of correction recorded as document R78-124161, in Du Page County, Illinois

Parcel 2:

The north 138.22 feet of the west 240.00 feet and the east 49.44 feet of said west 240.00 feet of that part lying south of said north 138.22 feet of lot 2 in Lombard Industrial Park Unit No. 11, being a subdivision of part of Section 30, Township 39 North, Range 11, east of the Third Principal Meridian, according to the plat thereof recorded July 31, 1978 as document R78-70568 and certificate of correction recorded as document R78-124161, in Du Page County, Illinois

Property Address: 407-409 Washington Boulevard, Mundelein IL 60060

Tax Identification Number: 11-30-403-008

The North 40 feet of Lot 5 and All of Lot 6 and Lot 7 in Allanson Industrial Park Subdivision Unit No. 1, a Subdivision in the East 1/2 of the Southeast 1/4 of Section 30, Township 44 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded March 27, 1963 as document 1180671, in Book 37 of Plats, page 73, in Lake County, Illinois.

Property of Cook County Clark's Office

Property Address: 401 Terrace Drive, Mundelein IL 60060

Tax Identification Number: 11-31-206-002-0000

Parcel 1:

Lot 2 in Terrace Trade Center, being a subdivision of part of the east 1/2 of the northeast 1/4 of Section 31, Township 44 North, Range 11, east of the Third Principal Meridian, according to the Plat thereof recorded July 29, 1997 as document 3999074, in Lake County, Illinois.

Parcel 2:

Easement for Ingress and Egress, parking and utilities for the benefit of Parcel 1 (except that part thereof faming in Parcel 1) as shown on the Plat of said subdivision.

Property Address: 900-926 Estes Court, Schaumburg 1L 60193

Tax Identification Numbers: 07-33-101-012-0000; 07-33-101-027-0000

Parcel 1:

Lot 28 in Block 8 in Centex Schaumburg Industrial Park Unit 156, being a Subdivision in the East 1/2 of the Northwest 1/4 of Section 33, Township 41 North, Range 10, East of the Third Principal Meridian, according to Plat thereof registered July 13, 1979 as document LR3104235, and excepting therefrom that part of the land conveyed to the Village of Schaumburg recorded October 22, 2009 as document number 0929545046 in Cook County, Illinois.

Parcel 2:

That part of the North 30 acres of the East 1/2 of the Northwest 1/4 of Section 33, Township 41 North, Range 19, East of the Third Principal Meridian, described as follows: Beginning at the Northwest corner of Lot 28 in Block 8 in Centex-Schaumburg Industrial Park Unit No. 156, being a Subdivision in the East 1/2 of the Northwest 1/4 of Section 33 aforesaid; thence South along the West Line of Laid Lot 28 for a distance of 255.58 feet to a corner of Lot 28 aforesaid (being a point on the Northerly line of Estes Avenue); Thence Westerly along said Northerly line of Estes Avenue, being an arc of a circle convex Southwesterly and having a radius of 25.00 feet for a distance of 8.45 feet to a point of reverse curve; thence Northwesterly along an arc of a circle convex Northeasterly and having a radius of 60.00 feet for a distance of 33.40 feet to a point on a line 32.00 feet (measured at right angles) West of and parallel with the West Line of Lot 28 aforesaid; thence North along said parallel line 229.40 feet to the South Line of Lot 30 in Block 8 in Centex-Schaumburg Industrial Park Unit Number 169, being a Subdivision in the East 1/2 of the Northwest 1/4 of Section 33 aforesaid; Thence East along said South Line of Lot 30 for a distance of 32.00 feet to the point of beginning; in Cook County, Illinois.

Property Address: 1070 S Northpoint Boulevard, Waukegan IL 60085

Tax Identification Number: 07-36-202-007

Parcel 1:

Lot 40 in Northpoint Business Center, being a Subdivision of part of the South East 1/4 of Section 25 and part of the Northeast 1/4 of Section 36, Township 45 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded August 23, 1989 as Document 2823637, in Lake County, Illinois.

Parcel 2:

Reciprocal Easement for Ingress and Egress, utilities and drainage for the benefit of Parcel 1, by and between Enacoln-Waukegan Partnership and NBD Trust Company of Illinois, as Trustee under Trust Nucroor 1020-CH, as set forth in the agreement dated January 5, 1989 and recorded February 9, 1989 as 40cument 2765069 and addendum to casement agreement recorded October 30, 1990 as Document 2558308, in Lake County, Illinois.

Property Address: 1019 Noel Ave., Wheeling IL 60090 Tax Identification Number: 03-14-103-010-0000

Lot 8 in Canal-Randolph Re-subdivision of part of Wheeling Industrial Center in the Northwest 1/4 of Section 14, Township 42 North, Range 11, East of the Third Principal Meridian, according to the Plat of Re-subdivision recorded October 27, 1967 as Document No. 20304229, in Cook County, Illinois.

Proberty of Coot County Clark's Office