85243513

ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

THIS ASSIGNMENT made this 30th day of September

, 1985

by Atlas Corporation, an Illinois corporation,

(herein called "Assignor"),

to THE PHILIPSBORN COMPANY a corporation duly organized and existing under the laws of the State of Delaware and having an office at 115 S.LaSalle, Chicago, IL/60603 (herein called "Company"),

WITNESSETH:

FOR VALUE RECEIVED, Assignor hereby grants, transfers and assigns to the Company all of the right, title and interest of Assignar in and to a certain lease dated the 1st , 19 83 between

ATLAS CORPORATION

as lessor, and

MELROSE DISTRIBUTION COMPANY

as lessoo,

Permanent Tax Number: 15-05-300-038-0000 Kaw Commonly known as 5000 froviso Road, Melrose Park, IL

all recording being in COOK

County, State of Illinois THIS INSTRUMENT WAS PREPARED BY Rothschild Two First National Plaza Chicago, IL 60603

Box 33 4

51.004.00.13

THE AUXILIANCE CONTROL OF THE AUXILIARY CONTROLS TO THE AUXILIARY CONTROLS OF THE CONTROL OF THE

gradient to the engineering

The second of th

The Charge of the Control of the Con

The second of th

and the control of th

MODERATORE CONTRACTOR

TELESCOPE DESCRIPTION DE L'ANDRESSE

Proposition of the section of the proposition of the continue of the continue

American Security of Security

at at a constant and a constant

weerstiller - Land Commission (1994) - Testination (1994) - Home Lendton (1994) - Landson (1994) - Landson (1994) - Landson (1994) - Landson (1994)

-2-

which said lease demises the premises located in described in said lease, located in Cook County, Illinois , described asx on Exhibit A attached.

TOGETHER WITH ALL RENTS, INCOME AND PROFITS ARISING FROM SAID LEASE AND ANY AND ALL EXTENSIONS AND RENEWALS THEREOF

FOR THE PURPOSE OF SECURING:

1. Payment of the indebtedness evidenced by that cirtain note or bond (including any extensions or renewals thereof) in the principal sum of Five Million

Dollars (\$ 5,000,000.00)

made by the Assignor

on the 30th day of September Company, a Delaware corporation 10 65 , payable to the order of The Philipsborn

and secured by a mortgage, deed of trust, trust deed or deed to secure debt on real property recorded in Cooks.

County, Illinois as Document No. 853/35//-

2. Payment of all advances and other sums with interest thereon becoming due and particle to the Company under the provisions hereof or under the provisions of said note, bond, mortgage, deed of trust, rust deed or deed to secure debt or any sums secured by said instruments.

3. Performance and discharge of each and every obligation, covenant and agreement of Assic for herein or arising the from said note, bond, mortgage, deed of trust, trust deed or deed to secure debt.

ASSIGNOR AGREES:

- 1. To faithfully abide by, perform and discharge each and every obligation, covenant and agreement of said lease by lessor to be performed; at the sole cost and expense of Assignor, to enforce or secure the performance of each and every obligation, covenant, condition and agreement of said lease by the lesson to be performed; not to modify, extend or in any way after the terms of said lease or accept a surrender thereof; not to anticipate the rents thereunder, or to waive, excuse, condone or in any manner release or discharge the lessent thereunder of or from the obligations, covenants, conditions and agreements by said lessee to be performed, including the obligation to pay the rental called for thereunder in the manner and at the place and time specified therein, and Assignor does by these presents expressly release, relinquish and surrender unto the Company all his right, power and authority to amend, modify, cancel, or in any way after the terms or provisions of said lease.
- 2. At Assignor's sole cost and expense to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the said lease or the obligations, duties or liabilities of lessor and lessee thereunder, and to pay all costs and expenses of the Company, including attorney's fees in a reasonable sum in any action or proceeding concerning said lease in which the Company may appear.
- 3. That should the Assignor fail to make any payment or to do any act as herein provided, then the Company, but without obligation so to do and without notice to or demand on Assignor, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as the Company may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Company, and also the right to perform and discharge each and every obligation, covenant and agreement of lesser in said lease contained; and in exercising any such powers to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorney's fees.

Proportion of Cooperation of Countries and C

4. To pay immediately upon demand all sums expended by the Company under the authority hereof, together with interest thereon at the highest rate for which it is now lawful to contract. 15.75% per annum.

IT IS MUTUALLY AGREED THAT:

- 1. As long as Assignor shall not have defaulted in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein, or in said note, bond, mortgage, deed of trust, trust deed or deed to secure debt contained, Assignor shall have the right to collect upon, but not prior to accrual, all rents, issues and profits from said leased premises and to retain, use and enjoy the same.
- Upon or at any time after default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said note, bond, mortgage, deed of trust, trust deed or deed to secure debt contained, the Company may, at its option, without notice, and if said note or bond be secured by deed of trust irrespective of whether Declaration of Default under said deed of trust has been delivered to Trustee thereunder, and without regard to the adequacy of security for the indebtedness hereby secured, either in person or by agent with or without bringing any action or proceedings, or by a receiver to be appointed by a court, enter upon, take possession of manage and operate said demised premises or any part thereof; make, cancel, enforce or modify leases; obtain and evict tenants, and fix or modify rents, and do any acts which the Company deems proper to protect the security hereof, and either with or without taking possession of said property, in its own name sue for or otherwise collect and receive such rents, issiver and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the Company may determine. The entering upon and taking possession of said property or the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or waive, modify or effect notice of default under said mortgage, deed of trust, trust deed or deed to secure debt or invalidate any act done pursuant to such notire, and the Company may continue to so possess and collect even after any such default has been cured. The Company ma, exercise its rights under this paragraph as often as any such default may occur. The exercise of such rights shall not constitute a waiver of any of the remedies of the Company under its mortgage, deed of trust or any other document or agreement.
- 3. The Company shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duly or liability under said lease, or under or by reason of this assignment, and Assignor shall and does hereby agree to indemnify and to hold the Company harmless of and from any and all liability, loss or damage which it may or might incur under sold lease or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in said lease; should the Company incur any such liability, loss or damage vinter said lease or under or by reason of this assignment, or in the defense of any such claims or demands, the amount the reof, including costs, expenses and reasonable attorney's fees, shall be secured hereby, and Assignor shall reimburse 'ne Company therefor immediately upon demand.
- 4. Until the indebtedness secured hereby shall have been paid in full, Assignor covenants and agrees to transfer and assign to the Company any and all subsequent leases upon all or any part of said demised premises upon the same or substantially the same terms and conditions as are her in contained, and to make, execute and deliver to the Company, upon demand, any and all instruments that may be necessary therefor.
- 5. Upon the payment in full of all indebtedness secure, hereby, this assignment shall become and be void and of no effect, but the affidavit of any officer or loan corresponde it ri the Company showing any part of said indebtedness remaining unpaid shall be and constitute conclusive evidence of this validity, effectiveness and continuing force of this assignment, and any person may and is hereby authorized to rely thereon.
- 6. This assignment applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "lease" as used herein means the lease or leases hereby assigned or any extension or renewal thereof or any lease subsequently executed by Assignor covering the demised premises above described or any part thereof. In this assignment, wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the initial, and conversely. All obligations of each Assignor hereunder are joint and several.
- All notices, demands, or documents of any kind which the Company may be required to or may desire to serve upon Assignor hereunder, may be served by delivering the same to Assignor personally, or by leaving a copy of such notice, demand or document addressed to Assignor at his address appearing opposite his signature hereinbelow, or by depositing a copy of such notice, demand, or document in the United States mail, postage prepaid, and addressed to Assignor at his said address, or to such address that may have been furnished to Compally in writing by Assignor for this purpose.

Assignor warrants that there has been no prepayment or anticipation of rent provided for it said lease and that said lease has not been amended or modified except as set forth herein. Assignor further warrants that no default exists in said lease.

to the terms and provisions of an exculpatory clause containe Con Page 4. Subject

In witness whereof Assignor has hereunto set his hand and seal.

Signature of Assignor

ATLAS CORPORATION

Address of Assignor

1800 Wolf Road Des Plaines, Illinois

Street and No.

City

State

Property of Cook County Clerk's Office

*Li*

STATE OF ILLINOIS
COUNTY OF DUPAGE)
COUNTI OF BUINDE)
I, Jane S. Both , a Notary Public in and for said County
in the State aforesaid DO HEREBY CERTIFY that James A. McIlrath
President of ATLAS CORPORATION, an Illinois corporation
and Lowell H. Jacobson
Assistant Secretary of said corporation, personally known to me to
be the same persons whose names are subscribed to the foregoing instrument as sucl President and Assistant Secretary, respectively
President and Assistant Secretary, respectively appeared before me this day in person and acknowledged that they signed and delivered
the said instrument as their own free and voluntary act, and as the free and voluntary
act of said corporation, for the uses and purposes therein set forth; and the
Assistant Centary did also then and there acknowledge that he, as custodian
of the corporate lead of said corporation, did affix the same to said instrument as
mis own free and voluntary act, and as the free and voluntary act of said
corporation, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this 30th day of
September A.D. 19 85 day of
Due - Loth
// Notary Public
() //
Mar a complete for a complete of
My commission expires November 2, 1987
T'
',0
\mathcal{O}_{r}
My commission expires November 2, 1987

85243513

Property of Coot County Clert's Office

That part of the Southwest 1/4 of Fractional Section 5 (North of the Indian Boundary Line); also, that part of Fractional Southeast 1/4 of Section 5 (North of the Indian Boundary Line); also, that part of Fractional Section 8 (North of the Indian Boundary Line); Township 39 North, Range 12 East of the Third Principal Meridian; all taken as a tract and described as follows: Commencing at the Southwest corner of the aforesaid Southwest 1/4 of Fractional Section 5; thence North 0 degrees 00 minutes 00 seconds East, along the West line of said Southwest 1/4, 397.94 feet to the point of intersection with a line, Loreinafter designated line 'A', drawn 100.00 feet (measured perpendicularly) Northeast of and parallel with the center line of the East bound main track of the Chicago and Northwestern Transportation Company; thence South 82 degrees 24 minutes 18 seconds East, along said line 'A', 33.29 feet to the point of intersection with a line drawn 33.00 feet East of and parallel with said West line of the Southwest 1/4 of Fractional Section 5; thence continuing South 82 degrees 24 minutes 18 seconds East, along said line 'A', 1340.00 feet to the point of beginning of the tract herein described; thence continuing Souti 32 degrees 24 minutes 18 seconds East, along said line 'A', 1126.10 feet; thence North 8 degrees 08 minutes 44 seconds East, 462.56 feet; thence North 81 Degrees 51 minutes 16 seconds West, 1130.60 feet to a point on a line drawn through the receinabove designated point of beginning, said line being perpendicularly to line 'A' aforesaid; thence South 7 degrees 35 minutes 42 seconds West, along the last described perpendicular line, 473.40 feet to

Parcel 2
All right, title and interest in and to certain easements appurtenant to and for the benefit of parcel 1 as corrected by deed dated March 26, 1982 from Chicago and Northwestern Transportation Company to Atlas Corporation recorded as document No. 26188913.

the point of beginning; in Cook County Illinois.

Permanent Tax Number: 15-05-300-038-0000

Commonly known as 5000 Proviso Road, Melrose Park, Illinois

FT-91 RECORDING \$19.99 19335 TRAN 9891 19/18/85 15:58:09 19416 # C ★-85-243513

85-240513

Otopoenty of Coof County Clerk's Office