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This Document prepared by  
~~(to be mailed to):~~  
Edward I. Rothschild  
Two First National Plaza  
Chicago, IL 60603

89594372

ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS:

FOR VALUE RECEIVED, the undersigned, LaSalle National Bank, a national banking corporation, not individually but solely as Trustee under Trust Agreement dated July 18, 1985 and known as Trust No. 109920 ("Borrower" or "Assignor"), hereby grants, assigns, transfers and sets over unto THE MANUFACTURERS LIFE INSURANCE COMPANY, a corporation of Canada, with its principal place of business at 200 Bloor Street East, Toronto, Canada M4W 1E5, its successors and assigns ("Secured Party"), (a) all of the rents, issues, profits and income whatsoever arising from or which may be had under any leases or tenancies (the "Leases") now existing or which may be hereafter created (and under any extensions or renewals thereof), on all or any part of the real estate situated in the City of Des Plaines, County of Cook, State of Illinois, described in Schedule A attached hereto and by this reference made a part hereof, and the buildings and improvements now or hereafter located thereon, said real estate, buildings and improvements being hereinafter together call the "premises", (b) all right, title and interest of Assignor in and to all Leases, and (c) all guaranties, amendments, replacements, extensions, and renewals of the Leases and any of them, as additional collateral security for (i) the payment of the indebtedness secured by the Mortgage of even date herewith executed by Assignor for the benefit of Secured Party (said document, as the same may be amended, modified or supplemented from time to time hereafter, is herein called the "Mortgage"), including, without limitation, the indebtedness now or hereafter evidenced by the Note (as defined in the Mortgage) in the principal amount of Ten Million Dollars (\$10,000,000.00), and (ii) the performance of all of the covenants, warranties, representations, terms and conditions of the Mortgage and all other documents securing said indebtedness.

As used hereinafter, the term "Mortgage Documents" shall mean the Note, the Mortgage, this Assignment of Rents and Leases, and each other document securing the indebtedness evidenced by the Note, as each of the foregoing may from time to time be amended, modified or supplemented or any instrument issued in substitution or exchange therefor or for such substituted or exchanged instrument.

BOX 15

NTS 124-18843-14 N H L.

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Assignor will observe and perform all covenants, conditions, and agreements in any Lease or in any assignment in fact given by Assignor to Secured Party of any particular Lease on the part of the Assignor or the landlord to be observed and performed thereunder. Assignor will not, without the prior written consent of Secured Party, (a) accept any payment of rent or installments of rent (including, without limitation, security deposits) for more than one (1) month in advance, (b) amend, cancel, abridge, terminate, or modify any Lease except as permitted under the Mortgage, (c) take action or exercise any right or option which would permit the tenant under any Lease to cancel or terminate said Lease, or (d) permit any Lease to be or become subordinate to any lien other than the lien of the Mortgage or any lien to which the Mortgage is now or may pursuant to its terms become subordinate. As used in this Assignment of Rents and Leases, the terms "Lease" and "Leases" shall include, without limitation, all agreements for the management, maintenance, or operation of any part of the premises.

It is agreed that Assignor shall be entitled to collect and retain the rents, issues and profits of and from the premises or any part thereof unless an Event of Default, as defined in the Mortgage, occurs and is continuing. In the event such an Event of Default shall have occurred and be continuing, Secured Party shall be entitled forthwith, without any notice whatsoever to Assignor to take possession and control of the premises and shall have the sole and exclusive right and authority to manage and operate the same, to collect the rents, issues, profits and income therefrom, with full power to employ agents to manage the premises, and to do all acts relating to such management, including, but not limited to, negotiation of new leases thereon, making adjustments of existing Leases, contracting and paying for such repairs and replacements to the buildings and fixtures, equipment and personal property located therein and used in any way in the operation, use and occupancy of the premises as in the sole judgment and discretion of Secured Party may be necessary to maintain the same in a tenantable condition, purchasing and paying for such additional furniture and equipment as in the sole judgment of Secured Party may be necessary to maintain a proper rental income from the premises, employing necessary maintenance employees, purchasing fuel, providing utilities and paying for all other necessary expenses incurred in the operation of the premises, maintaining adequate insurance coverage over hazards customarily insured against and paying the premiums therefor, and applying the net rents, issues, profits and income so collected from the premises, after deducting the costs of collection thereof, which shall include a reasonable management fee for any management agent so employed, against the amount expended for repairs, upkeep, maintenance service, fuel, utilities, taxes, assessments, insurance premiums and such other expenses as it may be necessary or desirable to incur, in the sole discretion of Secured Party, in connection with the operation of the premises.

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and against interest, principal or other charges which have or which may become due, from time to time, under the terms of the Mortgage Documents.

In the event such an Event of Default shall have occurred and be continuing, Assignor agrees to endorse and deliver to Secured Party, all then existing Leases. Without limiting the provisions of the immediately preceding sentence, and whether or not Assignor endorses and/or delivers said Leases to Secured Party, as aforesaid, this Assignment of Rents and Leases shall be deemed to be an assignment of all such Leases to Secured Party. The provisions hereof shall not limit the effect of any assignments of particular Leases in fact given to Secured Party by Assignor.

It is further understood that this Assignment of Rents and Leases shall not operate to place responsibility for the control, care, management or repair of the premises upon Secured Party, nor for the performance of any of the terms and conditions of any Leases assigned hereunder, nor shall it operate to make Secured Party responsible or liable for any waste committed on the premises by the tenants or any other party 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 to any tenant, invitee, licensee, employee or stranger.

The acceptance of this Assignment of Rents and Leases and the collection of the rents hereby assigned in the event of an Event of Default, as referred to above, shall be without prejudice to and shall not constitute a waiver on the part of Secured Party of any of Secured Party's rights or remedies under the terms and conditions of the Mortgage Documents, at law or in equity, or otherwise.

Assignor hereby assigns to Secured Party (a) any award or other payment which Assignor may hereafter become entitled to receive with respect to a Lease as a result of or pursuant to any bankruptcy, insolvency, or reorganization or similar proceedings involving the tenant under such Lease and (b) any and all payments made by or on behalf of any tenant of any part of the premises in lieu of rent. Assignor hereby irrevocably appoints Secured Party as its attorney to appear in any such proceeding and/or to collect any such award or payment.

Secured Party may, at its option, notify any tenants or other parties of the existence of this Assignment of Rents and Leases.

The remedies of Secured Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any of the other

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remedies of Secured Party so long as any obligation under the Mortgage Documents remains unsatisfied.

All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns, and all obligations of Assignor shall bind its successors and assigns. All rights of Secured Party in, to and under this Assignment of Rents and Leases and in and to the collateral security provided hereby shall pass to and may be exercised by any assignee thereof. Assignor agrees that if Secured Party gives notice to Assignor of an assignment of said rights, upon such notice the liability of Assignor to the assignee shall be immediate and absolute. Assignor will not set up any claim against the original or any intervening Secured Party as a defense, counterclaim or set off to any action brought by any such assignee for any amounts due hereunder or for possession of or the exercise of rights with respect to the collateral security provided hereby.

All notices, demands and requests given hereunder shall be in writing. All such notices, demands and requests by Secured Party to Assignor shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, postage prepaid, addressed to Assignor at:

LaSalle National Bank  
Trust No. 109929  
135 S. La Salle Street  
Chicago, Illinois 60603

with copy to:

Atlas Corporation  
1800 S. Wolf Road  
Des Plaines, Illinois

and with copy to

Jacobson, Brandvik & Anderson  
20 N. Wacker Dr., #3800  
Chicago, IL 60607

or to such other address as Assignor may from time to time designate by written notice to Secured Party given as herein required.

All notices, demands and requests by Assignor to Secured Party shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, postage prepaid, addressed to Secured Party at:

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The Manufacturers Life Insurance Company  
200 Bloor Street, East  
Toronto, Canada M4W 1E5

Attn: U.S. Mortgage Department

with a copy to:

The Philipsborn Company  
115 S. La Salle Street  
Chicago, IL 60603

or to such other address as Secured Party may from time to time designate by written notice to Assignor given as herein required.

Notices, demands and requests given by mail in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder three (3) days after the time such notice, demand or request shall be deposited in the mails.

This instrument is executed by LaSalle National Bank, a national banking association, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LaSalle National Bank, a national banking association, hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the undersigned, personally, to pay rent or otherwise perform the obligations of any lease or personally to pay the said note or any interest that may accrue thereon, or to perform any covenant either express or implied herein, or in said note or Mortgage contained.

IN WITNESS WHEREOF, the said LaSalle National Bank has caused this instrument to be signed in its name and behalf by its ASS'T VICE President and attested to by its ASSISTANT SECRETARY and its corporate seal to be hereunto affixed, on this 21st day of November, 1989.

LaSalle National Bank, not personally but as Trustee as aforesaid

Attest:

By

ASSISTANT SECRETARY

Rita Slann Weiten

By

ASSISTANT VICE

President

Corinne Bek

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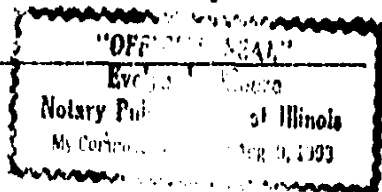
STATE OF ILLINOIS     )  
                                   ) ss  
 COUNTY OF COOK        )

I, Evelyn F. Moore, a Notary Public in and for said County in the State aforesaid DO HEREBY CERTIFY that LaSalle National Bank, a national banking corporation and Corinne Bek and Rita Slinn Welter of said Bank, personally known to be to be the same persons whose names are subscribed to the foregoing instrument as such ASSISTANT VICE 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 Bank as Trustee as aforesaid, for the uses and purposes therein set forth; and the ASSISTANT SECRETARY did also then and there acknowledge that as custodian of the corporate seal of said Bank, did affix the same to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of November, 1989.

Evelyn F. Moore  
 Notary Public

My Commission Expires:



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## EXHIBIT A

### LEGAL DESCRIPTION

#### Parcel One

Lot 1 on GREWE'S SUBDIVISION of that part of the Northwest fractional 1/4 and the West 1/2 of the West 1/2 of the Northeast 1/4 of Section 30, Township 41 North, Range 12 East of the 3rd Principal Meridian lying North of a line 14.70 feet North of the East and West center line of the North 1/2 of said Section 30 (except the right of way of the Des Plaines Valley Railway), in Cook County, Illinois.

#### Parcel Two

That part of the East 1/2 of the West 1/2 of the Northeast 1/4 of Section 30, Township 41 North, Range 12 East of the 3rd Principal Meridian lying North of a line 14.70 feet North of the East and West center line of the North 1/2 of said Section 30, except the East 50.0 feet taken for Wolf Road and the North 50 feet taken for Oakton Street and also excepting that part described as follows:

Beginning at the intersection of the South line of aforesaid Oakton Street with the West line of the aforesaid Wolf Road; thence South on the aforesaid West line, 17.0 feet; thence Northwesterly in a line to a point in the aforesaid South line of Oakton Street that is 17.0 feet West of the place of beginning; thence East in aforesaid South line 17.0 feet to the place of beginning, in Cook County, Illinois

Street Address: 1700-1750 Wolf Road  
Des Plaines, Illinois

DEPT-01

\$18.00

141111 TRAP 1808 12/13/89 10:56:00

PINS: 09-30-200-011, 09-30-200-012, 09-200-013, 09-30-200-014 and 09-30-200-002. \* - 89 - 594372

COOK COUNTY RECORDER

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*[Handwritten signature]*

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