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BPL

COOK COUNTY, ILLINOIS

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PROPOSED BY

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~~When Recorded Return To~~

Jeffrey J. Kanne, Esq.  
Sherman, Dunn, Cohen, Leifer & Counts, P.C.  
1125 15th Street, N.W., Suite 801  
Washington, D.C. 20005

## ASSIGNMENT OF LEASE

14<sup>00</sup>

THIS ASSIGNMENT OF LEASE is made as of the 20th day of December, 1989, by Bridgeview Limited Partnership, a Maryland limited partnership ("Assignor") to PBF Bridgeview Properties, Inc. ("Assignee").

WHEREAS, Assignee is the owner of the land described on Exhibit A hereto ("Land"); and

WHEREAS, Assignee has on this date purchased from Assignor a fee interest in the improvements on the Land ("Improvements"); and

WHEREAS, as part of the same transaction, Assignor has agreed to assign to Assignee all its right and interest under a lease dated October 30, 1968, amended March 5, 1969 by and between State Mutual Assurance Company of America, as lessor, and Kaiser Aluminum & Chemical Sales, Inc., as lessee, and covering the Land and Improvements (such lease, as it may have been amended, or assigned or subleased by the tenant thereunder, is hereinafter referred to as the "Lease").

NOW THEREFORE, in consideration of Assignee's purchase of the Improvements, and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby assigns and transfers all of its right, title and interest in the Lease including, without limitation, its right and interest in and to all rents, income, and profits arising therefrom.

2. Representations by Assignor. Assignor represents that:

(a) Assignor and, to the best of Assignor's knowledge, the tenant under the lease are not in breach of any term or provision of the Lease;

(b) The tenant under the lease does not have and has not claimed any defense, offset, or counter-claim affecting the payment of rent or performance of the tenant's other obligations thereunder;

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(c) Assignor has all requisite, right, title, and authority to assign the Lease to Assignee; and

(d) The party executing this assignment on behalf of the Assignor has been duly authorized to do so and all necessary consents and approvals from any party have been duly obtained by such party.

3. Binding Effect. This Assignment is binding upon Assignor and any subsequent owner of the Land and Improvements, and is binding upon and inures to the benefit of Assignee, its successors and assigns.

4. Governing Law. This Assignment shall be governed by the laws of the State of Illinois.

BRIDGEVIEW LIMITED PARTNERSHIP,  
a Maryland limited partnership

  
By: Michael D. Parker  
Its: General Partner

DISTRICT OF COLUMBIA ) ss:

On this 21st day of Dec., 1989, before me, Deborah L. Brantzell, personally appeared Michael D. Parker, signatory to a certain Assignment of Lease dated as of the 20th of December, 1989 known personally to me be the General Partner of Bridgeview Limited Partnership, and that he, being authorized to do so, executed the foregoing by signing his name on behalf of Assignor.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
Notary Public

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My Commission Expires:

DEBORAH L. BRANTZELL, Notary Public  
for the District of Columbia  
My Commission Expires August 14, 1993

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Bridgeview, Illinois

EXHIBIT "A"

THAT PART OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS.

COMMENCING AT A POINT IN THE EAST LINE OF THE NORTH EAST 1/4 OF SAID SECTION 12, WHICH IS 1341.85 FEET SOUTH OF THE NORTH EAST CORNER OF SAID NORTH EAST 1/4; THENCE WEST, AT RIGHT ANGLES TO THE SAID EAST LINE, A DISTANCE OF 190.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH ALONG A LINE 190 FEET WEST OF AND PARALLEL WITH THE SAID EAST LINE OF SAID NORTH EAST 1/4, A DISTANCE OF 615.84 FEET TO A POINT OF TANGENCY WITH A CURVED LINE; THENCE SOUTHEASTERLY ALONG SAID CURVED LINE, CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 50 FEET, A DISTANCE OF 78.54 FEET; THENCE WEST ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 338.61 FEET; THENCE NORTHWESTERLY ALONG A LINE 50 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY RIGHT-OF-WAY OF LAND CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY DOCUMENT 17286868, SAID LINE MAKING AN ANGLE OF 48 DEGREES, 56 MINUTES, 05 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE EXTENDED, A DISTANCE OF 161.62 FEET; THENCE NORTHWESTERLY ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED LINE, CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 150 FEET, A DISTANCE OF 117.81 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 256.07 FEET; THENCE NORTHWESTERLY ALONG A LINE MAKING AN ANGLE OF 45 DEGREES TO THE LEFT WITH THE LAST DESCRIBED LINE EXTENDED, A DISTANCE OF 200 FEET; THENCE NORTH ALONG A LINE MAKING AN ANGLE OF 41 DEGREES, 03 MINUTES, 55 SECONDS TO THE RIGHT WITH THE LAST DESCRIBED LINE EXTENDED, A DISTANCE OF 28.90 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 545.16 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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ADDRESS: 9700 S. MARLEM AVE BRIDGEVIEW, IL

PIN #: 23 12 210 005

MAIL TO: CHICAGO TITLE INSURANCE CO.  
11350 PONDUM HILLS RD  
FARMERS, VA 22030

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