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STATE OF ILLINOIS  
COUNTY OF COOK

LEASEHOLD  
MORTGAGE AND  
SECURITY AGREEMENT

COLLATERAL IS OR INCLUDES FIXTURES

THIS LEASEHOLD MORTGAGE AND SECURITY AGREEMENT (the "Mortgage")  
is made and entered into as of the 12th day of July, 2000, by and between

R & L TRANSFER, INC., an Ohio corporation, whose address is 600 Gillam Road,  
Wilmington, Ohio 45177 (the "Grantor"); and

BANK OF AMERICA, N.A., a national banking association, in its capacity as collateral  
agent (in such capacity, the "Collateral Agent") for the lenders from time to time party to the  
Credit Agreement described herein (collectively, the "Lenders").

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RECITALS:

WHEREAS, the Grantor and the other Credit Parties (as defined in the Credit Agreement) have requested that the Lenders provide a \$300,000,000 credit facility to R&L Carriers, Inc. (the "Borrower");

WHEREAS, R.L.R. Investments, LLC , an Ohio limited liability company (the "Lessor") is the owner of the fee simple interest in the real property described on Exhibit A attached hereto and incorporated herein by reference, which land, together with the buildings and other improvements thereon and appurtenances thereto, were leased by Lessor to Grantor, all pursuant to the terms of a certain Master Lease Agreement dated as of June 28, 2000 (the "Lease"), which lease is evidenced by a Memorandum of Lease dated as of 8-12, 2000 and recorded on \_\_\_\_\_, 2000 as Document No. \_\_\_\_\_ in the Office of the Recorder of Deeds of Sangamon County, Illinois; and

WHEREAS, the Lenders have agreed to make the requested credit facility available to the Borrower provided that, among other things, the Grantor executes and delivers this Mortgage.

WITNESSETH:

The Grantor, in consideration of the indebtedness herein recited and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has irrevocably granted, released, sold, remised, bargained, assigned, pledged, warranted, hypothecated, mortgaged, transferred and conveyed, and does hereby grant, release, sell, remise, bargain, assign, pledge, warrant, hypothecate, mortgage, transfer and convey unto the Collateral Agent and the Collateral Agent's successors and assigns for the benefit of the Lenders, forever, a continuing security interest in and to the following described land, real property interests, buildings, improvements, fixtures and other personal property:

(a) All of Grantor's right, title and interest in that tract or parcel of land and other real property interests in Sangamon County, Illinois more particularly described in Exhibit A attached hereto and made a part hereof (the "Land") created by the Lease (the "Leasehold Interest"), and any after-acquired estate of the Grantor in the Land, any option to purchase the Land now or hereafter existing in favor of Grantor, and all of the Grantor's right, title and interest in and to rights appurtenant thereto, including easement rights;

(b) All of Grantor's right, title and interest in and to all buildings and improvements of every kind and description now or hereafter erected or placed on the Land (the "Improvements") and all materials intended for construction, reconstruction, alteration and repair of such Improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises hereby conveyed immediately upon the delivery thereof to the aforesaid Land, and all fixtures and other articles of personal property now or hereafter owned by the Grantor and attached to or

contained in and used in connection with the aforesaid Land and Improvements and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Land and Improvements in any manner (collectively, the "Tangible Personalty") and all proceeds of the Tangible Personalty (hereinafter, the Leasehold Interest, the Improvements and the Tangible Personalty may be collectively referred to as the "Premises"); and

(c) Any and all other, further or additional title, estates, interests or rights which Grantor now owns or which may at any time be acquired by Grantor in or to the Land, or in or under the Lease, and Grantor agrees that if Grantor shall, at any time prior to payment in full of the indebtedness secured hereby, acquire any other estate to the Land or in or under the Lease, the lien of this Mortgage shall attach, extend to, cover and be a lien upon such estate.

TO HAVE AND HOLD the same, together with all privileges, hereditaments, easements and appurtenances thereunto belonging, subject to the Permitted Liens (as defined in the Credit Agreement described below) and Permitted Encumbrances (as hereinafter defined), to the Collateral Agent and the Collateral Agent's successors and assigns for the benefit of the Lenders to secure the indebtedness and other obligations herein recited; provided that, should the indebtedness secured hereby be paid according to the tenor and effect thereof when the same shall be due and payable and should the Credit Parties timely and fully discharge their obligations secured hereby and satisfy the obligations in full, then the Premises shall be reconveyed to the Grantor or the title thereto shall be revested according to the provisions of law.

And, as additional security for said indebtedness, the Grantor hereby unconditionally assigns to the Collateral Agent all of the Grantor's right, title and interest in and to the security deposits, rents, issues, profits, licenses, concession agreements and revenues of the Premises from time to time accruing (the "Rents and Profits"), reserving only the right to the Grantor to collect and apply the same as Grantor chooses as long as the Collateral Agent shall not have notified the Grantor of the existence of any Event of Default (as defined in Article III hereof).

As additional collateral and further security for the indebtedness, the Grantor does hereby assign to the Collateral Agent and grants to the Collateral Agent a security interest in all of the right, title and the interest of the Grantor in and to any and all insurance policies and proceeds thereof and any and all leases (including equipment leases), rental agreements, sales contracts, management contracts, franchise agreements, construction contracts, architects' contracts, technical services agreements, or other contracts, licenses and permits to the extent now or hereafter affecting or relating to the Premises (collectively, the "Intangible Personalty") or any part thereof, and the Grantor agrees to execute and deliver to the Collateral Agent such additional instruments, in form and substance satisfactory to the Collateral Agent, as may hereafter be requested by the Collateral Agent to evidence and confirm said assignment; provided, however, that acceptance of any such assignment shall not be construed as a consent by the Collateral Agent to any lease, rental agreement, management contract, franchise agreement, construction contract, technical services agreement or other contract, license or permit, or to impose upon the Collateral Agent any obligation with respect thereto. Notwithstanding the foregoing provisions,

such assignment and grant of security interest contained herein shall not extend to, and the Intangible Personalty shall not include, any personalty which is now or hereafter held by the Grantor as licensee, lessee or otherwise, to the extent that (a) such personalty is not assignable or capable of being encumbered as a matter of law or under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor or lessor thereof or other applicable party thereto and (b) such consent has not been obtained; provided, however, that the foregoing assignment and grant of security interest shall extend to, and the Intangible Personalty shall include, any and all proceeds of such personalty to the extent that the assignment or encumbering of such proceeds is not so restricted under the terms of the license, lease or other agreement applicable thereto.

The Grantor hereby grants a security interest in and to all of the Tangible Personalty and the Intangible Personalty and this Mortgage shall be considered to be a security agreement which creates a security interest in such items for the benefit of the Collateral Agent. In that regard, the Grantor grants to the Collateral Agent all of the rights and remedies of a secured party under the laws of the state in which the Premises are located.

The Grantor and the Collateral Agent covenant, represent and agree as follows:

## ARTICLE I

### Secured Obligations

1.1 Obligations Secured. The Collateral Agent and the Lenders have agreed to establish a \$300,000,000 senior secured credit facility (hereinafter the loans and extensions of credit thereunder may be called the "Obligations") in favor of the Borrower pursuant to the terms of that certain Credit Agreement, dated as of the date hereof, among R&L Carriers, Inc. as Borrower, each of the guarantors party thereto (individually a "Guarantor" and collectively with the Grantor, the "Guarantors"), Bank of America, N.A. as Administrative Agent and the Lenders (as amended, modified, extended, renewed, restated or replaced from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Credit Agreement) and as evidenced by (a) those certain revolving credit promissory notes of the Borrower in favor of the Lenders, under which sums may be advanced, repaid and readvanced subject to the terms and conditions of the Credit Agreement (as referenced and defined in the Credit Agreement and as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "Notes"), (b) those letters of credit for the account of the Borrower (as referenced in the Credit Agreement, the "Letters of Credit") and (c) the unconditional guarantee of the Guarantors to the Collateral Agent and each Lender of the prompt payment of all the Credit Party Obligations and the timely performance of all other obligations of the Borrower and the Guarantors under the Credit Documents. This Mortgage is given to secure the payment and performance of all indebtedness and other obligations now or hereafter owing from the Borrower and the Guarantors to any Lender or to the Collateral Agent under the Notes, the Letters of Credit, the Credit Agreement, this Mortgage and the other Credit Documents, howsoever evidenced, created, incurred or acquired, whether primary, secondary,

direct, indirect or joint and several, and whether contingent or matured, including without limitation, any liability arising under any Hedging Agreement between any Credit Party and any Lender and all obligations and liabilities incurred in connection with the collection and enforcement of the foregoing (collectively, the "Indebtedness").

1.2 Future Advances. This Mortgage shall secure not only presently existing obligations but also future advances, whether such advances are obligatory or to be made at the option of the Collateral Agent, or otherwise, as are made within 20 years from the date hereof to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no obligations secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all Indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the real estate is located as provided in Section 5/15-1302(b)(1) of the Act (as hereinafter defined) and Section 5/15-1302(b)(3) of the Act. The total amount of Indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance secured hereby plus interest thereon and any disbursements which the Collateral Agent or Lenders may make under this Mortgage, the Credit Agreement or any other Credit Document (e.g., for payment of taxes, special assessments or insurance on the real estate) and interest on such disbursements shall not, at any one time outstanding, exceed the total sum of Two Hundred and Fifty Million Dollars (\$500,000,000.00). This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the real estate, to the extent of the maximum amount secured hereby.

1.3 Maturity Date. (i) Payment by the Borrower of the principal and interest on the Loans and (ii) reimbursement by the Borrower of any drawings on Letters of Credit, will be in accordance with the Credit Agreement, which Credit Agreement provides for the payment on the Notes and the Letters of Credit on or before \_\_\_\_\_, 2005 which is the final maturity date of the Notes and Letters of Credit.

1.4 Interest Rate. The obligations and liabilities of the Borrower under the Credit Documents bear interest at variable rates based upon the terms and provisions set forth in the Credit Agreement, which provisions are incorporated herein by reference as if fully set forth herein.

## ARTICLE II

### Grantor's Covenants, Representations and Agreements

2.1 Title to Property. The Grantor represents and warrants to the Collateral Agent (i) that it is seized of the Leasehold Interest (and any appurtenant easements), the Improvements and the Tangible Personalty (to the extent such Tangible Personalty does not constitute fixtures under applicable law), and has the right to encumber and convey the same, (ii) that as of the date

hereof, title to such property is free and clear of all encumbrances except for Permitted Liens and matters shown on the title insurance policy commitment for the Premises accepted by the Collateral Agent in connection with this Mortgage, if any, (the "Permitted Encumbrances"), and (iii) that it will warrant and defend such interests and the title to such property except for the Permitted Encumbrances and Permitted Liens against the claims of all Persons. As to the balance of the Premises, the Rents and Profits and the Intangible Personalty, the Grantor represents and warrants that it has title to such property, that title to such property is free and clear of all encumbrances except for the Permitted Encumbrances and Permitted Liens, that it has the right to encumber and convey such property and that it will warrant and defend such property against the claims of all Persons subject only to the Permitted Encumbrances and Permitted Liens.

2.2 Taxes and Fees. The Grantor will pay when due all taxes, general and special assessments, insurance premiums, permit fees, inspection fees, user fees, license fees, water and sewer charges, franchise fees, equipment rents and other charges and fees against it or the Premises as required by the terms and conditions of Section 7.6 of the Credit Agreement (and the Grantor, upon request of the Collateral Agent, will submit to the Collateral Agent receipts evidencing such payments).

2.3 Reimbursement. Subject to Grantor's right to contest taxes and fees as set forth in the Credit Agreement, the Grantor agrees that if it shall fail to pay, on or before the date that the same become delinquent, any tax, assessment or charge levied or assessed against the Premises or any utility charge, whether public or private, or any insurance premium, or if it shall fail to procure the insurance coverage and deliver the insurance certificates required hereunder, or if it shall fail to pay any other charge or fee described in Sections 2.2, 2.3, 2.6 or 2.9 hereof, then the Collateral Agent, at its option, may pay or procure the same and will give the Grantor prompt notice of any such expenditures. The Grantor will reimburse the Collateral Agent within five (5) Business Days after demand for any sums of money paid by the Collateral Agent pursuant to this Section, together with interest on each such payment at the default rate of interest provided in Section 3.1(b) of the Credit Agreement for Revolving Loans that are Base Rate Loans, and all such sums and interest thereon shall be secured hereby.

2.4 Additional Documents. The Grantor agrees to execute and deliver to the Collateral Agent, concurrently with the execution of this Mortgage and upon the request of the Collateral Agent from time to time hereafter, all financing statements and other documents reasonably required to perfect and maintain the security interest created hereby. The Grantor hereby irrevocably (as long as the Loans remain unpaid or any other Credit Party Obligations remain outstanding) makes, constitutes and appoints the Collateral Agent as the true and lawful attorney of the Grantor (such appointment being coupled with an interest) upon the failure of the Grantor to sign any such document within ten (10) Business Days after a request therefor from the Collateral Agent, or if the Collateral Agent reasonably believes that prompt action is necessary to protect its lien hereunder, to sign the name of the Grantor on any financing statement, continuation of financing statement or similar document required to perfect or continue the perfection of such security interests.

2.5 Sale or Encumbrance. Except as otherwise permitted in the Credit Agreement, the Grantor will not sell, encumber or otherwise dispose of any of the Tangible Personalty except to replace such with goods of quality and value at least equal to that replaced; provided, however, in the event the Grantor sells or otherwise disposes of any of the Tangible Personalty in contravention of the foregoing sentence, the Collateral Agent's security interest in the proceeds of the Tangible Personalty shall continue pursuant to this Mortgage.

2.6 Fees and Expenses. The Grantor will promptly pay upon demand any and all reasonable costs and expenses of the Collateral Agent (including, without limitation, reasonable attorneys' fees and the allocated cost of internal counsel), (a) as required under Section 11.5 of the Credit Agreement or (b) as necessary to protect the Premises, the Rents and Profits or the Intangible Personalty or to exercise any rights or remedies under this Mortgage or with respect to the Premises, the Rents and Profits or the Intangible Personalty including, without limitation, the Protective Advances described in Section 6.9. All of the foregoing costs and expenses shall be secured hereby.

2.7 Leases and Other Agreements. Without first obtaining on each occasion the written approval of the Collateral Agent, which will not be unreasonably withheld, conditioned or delayed, the Grantor shall not, except as permitted by the Credit Agreement, enter into, cancel, surrender or materially modify or permit the cancellation of any material lease (including, without limitation, the Lease or any equipment lease) unless such modification results only in an increase in rent payable to the Grantor, rental agreement, management contract, franchise agreement, construction contract, technical services agreement or other material contract, license or permit now or hereafter affecting the Premises or accept, make or permit to be made any prepayment (more than one month) of any installment of rent or fees thereunder. Certified copies of each such material lease or other material agreement not previously delivered to the Collateral Agent shall be submitted to the Collateral Agent as soon as possible. The Grantor shall faithfully keep and perform, or cause to be kept and performed, in all material respects, all of the covenants, conditions, and agreements contained in each of such agreements, now or hereafter existing, on the part of the Grantor to be kept and performed (including performance of all material covenants to be performed under any and all leases of the Premises or any part thereof) and shall at all times use commercially reasonable efforts to enforce, with respect to each other party to said agreements, all obligations, covenants and agreements by such other party to be performed thereunder.

2.8 Maintenance of Premises. The Grantor will abstain from and will not permit the commission of waste in or about the Premises and will maintain, or cause to be maintained, the Premises in reasonable condition and repair, ordinary wear and tear, casualty and obsolescence excepted.

2.9 Insurance.

(a) Types Required. The Grantor shall maintain insurance for the Premises as set forth in Section 7.7 of the Credit Agreement. In addition to the requirements set forth in Section 7.7 of the Credit Agreement, if any part of the Improvements is located in an

area having "special flood hazards" as defined in the Federal Flood Disaster Protection Act of 1973, a flood insurance policy as may be required by law naming the Collateral Agent as mortgagee of the Leasehold Interest must be submitted to the Collateral Agent. The policy must be in such amount, covering such risks and liabilities and with such deductibles or self-insurance retentions as are in accordance with normal industry practice.

(b) Use of Proceeds. All insurance proceeds received by the Grantor shall be applied as set forth in Section 7.7(b) of the Credit Agreement.

2.10 Eminent Domain. Subject to the provisions of the Credit Agreement, the Grantor assigns to the Collateral Agent any proceeds or awards which may become due by reason of any condemnation or other taking for public use of the whole or any part of the Premises or any rights appurtenant thereto to which the Grantor is entitled, and such proceeds or awards shall be applied in the same manner the insurance proceeds are applied as set forth in Section 7.7(b) of the Credit Agreement. The Grantor agrees to execute such further assignments and agreements as may be reasonably required by the Collateral Agent to ensure the effectiveness of this Section 2.10. The Grantor shall promptly notify the Collateral Agent in the event any Governmental Authority shall require or commence any proceeding for the demolition of any buildings or structures comprising a part of the Premises or shall commence any proceedings to condemn or otherwise take pursuant to the power of eminent domain a material portion of the Premises.

2.11 Releases and Waivers. The Grantor agrees that no release by the Collateral Agent of any portion of the Premises, the Rents and Profits or the Intangible Personalty, no subordination of any Lien, no forbearance on the part of the Collateral Agent or any Lender to collect on the Loans or Letters of Credit, or any part thereof, no waiver of any right granted or remedy available to the Collateral Agent and no action taken or not taken by the Collateral Agent shall, except to the extent expressly released, in any way have the effect of releasing the Grantor from full responsibility to the Collateral Agent for the complete discharge of each and every of the Grantor's obligations hereunder.

2.12 Transfer of Premises. Except as otherwise permitted in the Credit Agreement, the Grantor covenants and agrees with the Collateral Agent that the Grantor shall not sell, transfer, convey, mortgage, encumber or otherwise dispose of the Premises, the Rents and Profits or the Intangible Personalty or any part thereof or any interest therein or engage in subordinate financing with respect thereto during the term of this Mortgage without the prior written consent of the Collateral Agent.

2.13 Compliance with Law. The Grantor will comply with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all governmental authorities in respect of the occupation and use of the Premises (including, without limitation, all Environmental Laws).

2.14 Inspection. Except as otherwise permitted in the Credit Agreement, the Grantor will permit the Collateral Agent, or its agents, at all reasonable times during regular business



hours (in accordance with Section 7.12 of Credit Agreement) and with reasonable advance prior notice to enter and pass through or over the Premises for the purpose of inspecting same.

2.15 Security Agreement.

(a) Insofar as the fixtures and articles of personal property either referred to or described in this Mortgage are in any way connected with the use and enjoyment of the Premises, this Mortgage is hereby made and declared to be a security agreement, encumbering each and every item of personal property included herein, in compliance with the provisions of the Uniform Commercial Code as enacted in the state where the Premises are located. A financing statement or statements reflecting the grant of security interest by this Mortgage and affecting all of said personal property may be executed by the Grantor and the Collateral Agent and appropriately filed. The mention in any such financing statement(s) of the rights in and to (i) the proceeds of any fire or hazard insurance policy of (ii) any award in eminent domain proceedings for a taking or for loss of value or (iii) the Grantor's interest as lessor in any present or future lease or rights to income growing out of the use or occupancy of the Premises shall never be construed as in any manner altering any of the rights of the Grantor or the Collateral Agent as determined by the Credit Agreement or this instrument or impugning the priority of the Collateral Agent's lien granted hereby or by any other recorded document, but such mention in such financing statement(s) is declared to be for the protection of the Collateral Agent in the event any court shall at any time hold with respect to the foregoing (i) or (ii) or (iii), that for the priority of the Collateral Agent's security interest to be effective against a particular class of persons, notice of such security interest must be filed in the Uniform Commercial Code records; provided, that if there is a conflict between the terms of this paragraph and the terms of the Security Agreement, the Security Agreement shall govern. The remedies for any violation of the covenants, terms and condition of the security agreement herein contained shall be (A) as prescribed herein or in the Security Agreement or the other Credit Documents or (B) as prescribed by general law or by the specific statutory consequences now or hereafter enacted and specified in said Uniform Commercial Code, at the Collateral Agent's sole election.

(b) The Grantor warrants that the names and addresses set forth in Section 6.2 hereof may be used on such financing statements and a statement indicating the types or describing the items, of Collateral is set forth hereinabove. The location of the Collateral which is Tangible Personalty is upon the Land. The Grantor agrees to furnish the Collateral Agent with notice of any change in the name, identity, corporate structure, residence, principal place of business or mailing address of the Lessor or the Grantor within ten (10) days of the effective date of any such change and the Grantor will promptly execute any financing statements or other instruments deemed necessary by the Collateral Agent to prevent any filed financing statement from becoming misleading or losing its perfected status.

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2.16 Lease. With respect to the Lease, the Grantor represents, warrants and covenants with the Collateral Agent as follows:

(a) To the Grantor's knowledge, all rents presently due under the Lease have been paid and no default exists beyond notice and applicable grace period by any party under the Lease;

(b) The granting of this Mortgage upon the Leasehold Interest does not constitute a default under the Lease (or if it does constitute a default, all appropriate consents have been obtained) or require the consent of any party to any of the foregoing (other than the lessor);

(c) The Grantor will immediately provide the Collateral Agent with copies of any and all notices of any default received by or known to the Grantor under the Lease;

(d) The Grantor will fully comply with all material obligations imposed upon it under the Lease and will do all things necessary to keep the Lease in full force and effect for the entire term thereof;

(e) In the event the Grantor defaults under the Lease then the Collateral Agent, at its option, upon notice to the Grantor, may take all steps necessary, including the payment of money, to preserve and maintain the Lease and any sums so spent or expense so incurred (including, without limitation, attorneys' fees), together with interest thereon from such payment at the rate set forth in Section 3.1(b) of the Credit Agreement, shall be subject to the security interest of this Mortgage;

(f) Except as permitted under the Credit Agreement, the Grantor will not, without the Collateral Agent's prior written consent, agree to any modification, amendment or termination of the Lease except in accordance with the terms of the Lease; and

(g) The Grantor shall not, without the prior written consent of the Collateral Agent, permit the fee title to the Premises covered by the Lease or any part thereof to merge with the leasehold estate created by the Lease, but shall keep such estates separate and distinct; provided, however, that if the Grantor acquires the fee title or any additional estate, title or interest in the real property covered by the Lease, this Mortgage shall, automatically and without further action on the part of any Person, be and become a lien upon the fee title or other estate obtained by the Grantor and the Grantor shall notify the Collateral Agent of any such acquisition by the Grantor and shall cause to be executed and recorded any further instrument deemed necessary by the Collateral Agent to evidence the lien of this Mortgage encumbering such fee title or additional estate, title or interest obtained by the Grantor.

## ARTICLE III

Events of Default

An Event of Default shall exist under the terms of this Mortgage upon the existence of an Event of Default under the terms of the Credit Agreement.

## ARTICLE IV

Foreclosure

4.1 Acceleration of Secured Indebtedness; Foreclosure. Upon the occurrence and during the continuation of an Event of Default, and otherwise in accordance with Section 9.2 of the Credit Agreement, the entire balance of the Obligations and any other obligations due under the Credit Documents, including all accrued interest, shall, at the option of the Collateral Agent, become immediately due and payable. Upon failure to pay the Obligations or reimburse any other amounts due under the Credit Documents in full at any stated or accelerated maturity and in addition to all other remedies available to the Collateral Agent at law or in equity, the Collateral Agent may foreclose the lien of this Mortgage by any judicial or non-judicial proceeding in a manner permitted by applicable law and in accordance with the terms of this Mortgage for the indebtedness and obligations secured hereby. If the foreclosure is for less than all of the indebtedness secured hereby, the lien of this Mortgage shall continue for the balance of the indebtedness and obligations secured hereby. Without limitation of any other provisions of this Mortgage, if the Collateral Agent shall incur or expend any sums, including without limitation attorneys' fees, whether or not in connection with any action or proceeding, to sustain the lien of this Mortgage or its priority, or to protect or enforce any of the Collateral Agent's rights hereunder, or to recover any indebtedness secured hereby, all such sums shall become immediately due and payable by the Grantor with interest thereon. All such sums shall be secured by this Mortgage and shall be a lien on the Premises prior to any right, title, interest, or claim, in, to or upon the Premises attaching or accruing subsequent to the lien of this Mortgage.

4.2 Fees and Expenses. Without limitation of Section 4.1, in any suit to foreclose the lien hereof, the Agent shall be allowed to include as additional indebtedness secured hereby in the decree for sale all costs and expenses which may be paid or incurred by or on behalf of the Grantor or any of the Lenders (plus interest thereon) for attorneys' fees, appraiser's fees, receiver's costs and expenses, insurance, taxes, outlays for documentary and expert evidence, costs for preservation of the Premises, stenographer's charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, guarantee policies and similar data and assurances with respect to title as the Collateral Agent may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Premises or for any other reasonable purpose. Subject to applicable law, the amount of any such costs and expenses which may be paid or incurred after the decree for sale is entered may be estimated and the amount of

such estimate may be allowed and included as additional indebtedness secured hereby in the decree for sale.

4.3 Proceeds of Sale. Following a foreclosure sale, the proceeds of such sale shall, subject to applicable law, be applied in accordance with Section 9.3 of the Credit Agreement.

## ARTICLE V

### Additional Rights and Remedies of the Collateral Agent

5.1 Rights Upon an Event of Default. Upon the occurrence and during the continuation of an Event of Default, but only after the Collateral Agent has exercised its right to declare the entire balance of the Obligations due and payable, the Collateral Agent, immediately and without additional notice and without liability therefor to the Grantor, except for gross negligence, willful misconduct or unlawful conduct, may do or cause to be done any or all of the following to the extent permitted by applicable law: (a) take physical possession of the Premises; (b) exercise its right to collect the Rents and Profits; (c) enter into contracts for the completion, repair and maintenance of the Improvements; (d) expend Loan funds and any rents, income and profits derived from the Premises for the payment of any taxes, insurance premiums, assessments and charges for completion, repair and maintenance of the Improvements, preservation of the lien of this Mortgage and satisfaction and fulfillment of any liabilities or obligations of the Grantor arising out of or in any way connected with the Premises whether or not such liabilities and obligations in any way affect, or may affect, the lien of this Mortgage; (e) enter into leases demising the Premises or any part thereof; (f) take such steps to protect and enforce the specific performance of any covenant, condition or agreement in the Notes, this Mortgage, the Credit Agreement or the other Credit Documents, or to aid the execution of any power herein granted; and (g) generally supervise, manage, and contract with reference to the Premises as if the Collateral Agent held the same interest in the Premises as the Grantor. Notwithstanding the occurrence of an Event of Default or acceleration of the Loans, the Collateral Agent shall continue to have the right to pay money, whether or not out of Loan funds, for the purposes described in Sections 2.2, 2.6, 2.8 and 2.9 hereof, and all such sums and interest thereon shall be secured hereby. The Grantor also agrees that any of the foregoing rights and remedies of the Collateral Agent may be exercised at any time independently of the exercise of any other such rights and remedies, and the Collateral Agent may continue to exercise any or all such rights and remedies until the Event(s) of Default are cured to the satisfaction of or waived by the Required Lenders or the Lenders (as required by the Credit Agreement) or until foreclosure and the conveyance of the Grantor's interest in the Premises or until the Obligations are satisfied and paid in full and the Commitments are terminated.

5.2 Appointment of Receiver. If upon the acceleration or maturity of any of the Loans or Letters of Credit or any other amounts or obligations under the Credit Documents, the same remain unpaid, or upon the occurrence and continuation of an Event of Default, the Collateral Agent as a matter of right shall be entitled, without additional notice and without regard to the adequacy of any security for the indebtedness secured hereby whether the same

shall then be occupied as a homestead or not or the solvency of any party bound for its payment, to make application for the appointment of a receiver or receivers to take possession of and to operate all or any part of the Premises, and to collect the rents, issues, profits, and income thereof, all expenses of which shall be added to the Obligations and secured hereby, whether such receivership be incident to a proposed sale (or sales) of such property or otherwise, and the Grantor does hereby irrevocably consent to the appointment of such receiver or receivers, waives any and all defenses to such appointment and agrees not to oppose any application therefor by the Collateral Agent. Such receiver or receivers shall have all the rights and powers described in Section 15-1704 of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15 1101, et seq., as amended from time to time (the "Act"), including without limitation, the power to execute leases, and the power to collect the rents, sales proceeds, issues, profits and proceeds of the Premises during the pendency of such foreclosure suit, as well as during any further times when the Grantor, its successors or assigns, except for the intervention of such receiver or receivers, would be entitled to collect such rents, sales proceeds, issues, proceeds and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. Notwithstanding the appointment of any receiver, trustee or other custodian, the Collateral Agent shall be entitled, to retain possession and control of any cash or other instruments, at the time held by or payable or deliverable under the terms of the Mortgage to the Collateral Agent to the fullest extent permitted by law. Nothing herein shall be construed to deprive the Collateral Agent of any other right, remedy or privilege it may have under the law to have a receiver appointed.

5.3 Waivers. No waiver of any Event of Default shall at any time thereafter be held to be a waiver of any rights of the Collateral Agent stated anywhere in the Notes, this Mortgage, the Credit Agreement or any of the other Credit Documents, nor shall any waiver of a prior Event of Default operate to waive any subsequent Event(s) of Default. All remedies provided in this Mortgage, the Notes, the Credit Agreement or any of the other Credit Documents are cumulative and may, at the election of the Collateral Agent, be exercised alternatively, successively, or in any manner and are in addition to any other rights provided by law.

5.4 Agent in Possession. In addition to any provision herein authorizing the Collateral Agent to take or be placed in possession of the Premises, or for the appointment of a receiver, the Collateral Agent shall have the right, in accordance with Sections 5/15-1701 and 5/15-1702 of the Act, to be placed in possession of the Premises or at its request to have a receiver appointed, and such receiver, or the Collateral Agent, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all powers, immunities, and duties as provided for in Sections 5/15-1701 and 5/15-1703 of the Act.

5.5 Foreclosure as to Matured Debt. Upon the occurrence of an Event of Default, the Collateral Agent shall have the right to proceed with foreclosure (judicial or nonjudicial) in accordance with applicable law of the liens and security interests hereunder without declaring the entire secured indebtedness due, and in such event any such foreclosure sale may be made subject to the unmatured part of the secured indebtedness; and any such sale shall not in any manner affect the unmatured part of the secured indebtedness, but as to such unmatured part this

Mortgage shall remain in full force and effect just as though no sale had been made. The proceeds of such sale shall be applied as provided in Section 4.3 hereof.

5.6 Delivery of Possession After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale the Grantor or the Grantor's heirs, devisees, representatives, successors or assigns are occupying or using the Premises, or any part thereof, each and all immediately shall become the tenant of the purchaser of the Grantor's interest in the Premises at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser, and, to the extent permitted by applicable law, the purchaser of the Grantor's interest in the Premises at such sale, notwithstanding any language herein apparently to the contrary, shall have the sole option to demand possession immediately following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the property (such as an action for forcible detainer) in any court having jurisdiction.

5.7 Marshalling. The Grantor hereby waives, in the event of foreclosure of this Mortgage or the enforcement by the Collateral Agent of any other rights and remedies hereunder, any right otherwise available to it with regard to the marshalling of its assets which secure the Loans and Letters of Credit and any other indebtedness secured hereby or to require the Collateral Agent to pursue its remedies against any other such assets.

## ARTICLE VI

### General Conditions

6.1 Terms. The singular used herein shall be deemed to include the plural, the masculine deemed to include the feminine and neuter and the named parties deemed to include their heirs, successors and permitted assigns. The term "Lender" shall include any of the Persons identified as a "Lender" on the signature pages to the Credit Agreement and any Person that may become a Lender by way of assignment in accordance with the terms of the Credit Agreement, together with their successors and permitted assigns.

### 6.2 Notices.

All notices, requests and demands to or upon the respective parties hereto and all other communications hereunder, to be effective, shall be in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made (a) when delivered by hand, (b) when transmitted via telecopy (or other facsimile device) to the number set out herein, (c) the Business Day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service, or (d) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case, addressed as follows in the case of the Grantor and the Collateral Agent, or to such

other addresses as may be hereafter notified by the respective parties hereto and any future holders of the Notes:

to the Grantor:

R&L Transfer, Inc.  
c/o R&L Carriers, Inc.  
600 Gillam Road  
Wilmington, Ohio 45177  
Attn: Don DeLuca  
Telecopier: 937-383-2336  
Telephone: 937-382-1494

to the Collateral Agent:

Bank of America, N.A.  
9000 Southland Blvd.  
Mail Code: FL9-100-03-15  
Jacksonville, Florida 32256  
Attention: Gina Farah  
Telecopier: 904-387-3408  
Telephone: 904-404-3058

with a copy to:

Moore & Van Allen, PLLC  
Bank of America Corporate Center  
100 North Tryon Street, 47<sup>th</sup> Floor  
Charlotte, North Carolina 28202  
Attn: Thomas C. O'Bannon  
Telecopier: 704-331-1159  
Telephone: 704-331-1000

6.3 Subrogation. If all or any part of the proceeds of the Loans or any other indebtedness secured hereby and made by the Collateral Agent to the Grantor, or any amount paid out or advanced by the Collateral Agent, shall be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any prior or junior lien or encumbrance upon the Premises, or any part thereof, then all such amounts shall constitute part of the indebtedness secured hereby and the Agent shall be subrogated to such other lien or encumbrance and to any additional security held by the holder thereof and shall have the benefit of the priority of all of same.

6.4 Severability. If any provision of this Mortgage is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall

remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

6.5 Headings. The captions and headings herein are inserted only as a matter of convenience and for reference only and in no way define, limit, or describe the scope of this Mortgage nor the intent of any provision hereof.

6.6 Conflicting Terms. In the event any of the provisions of this Mortgage directly conflicts with the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall control and supersede such provisions of this Mortgage with respect to such conflicts.

6.7 Governing Law. This Mortgage shall be governed by and construed in accordance with the internal law of the State of North Carolina as provided in Section 9.13 of the Credit Agreement; provided, however, that the provisions of this Mortgage relating to the creation, perfection and enforcement of the lien and security interest created by this Mortgage in respect of the Premises and the exercise of each remedy provided hereby, including the power of foreclosure or power of sale procedures set forth in this Mortgage, shall be governed by and construed in accordance with the internal law of the state where the Premises is located. In the event of a conflict between the laws of the State of North Carolina and the internal law with respect to creation, perfection, priority and enforcement of the lien and security interest created by this Mortgage, the laws of the state in which the Premises is located shall govern.

6.8 Application of the Foreclosure Law. If any provision in this Mortgage shall be inconsistent with any provision of the Act or the other foreclosure laws of the state where the Premises is located, the provisions of such laws shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with such laws. If any provision of this Mortgage shall grant to the Collateral Agent any rights or remedies upon an Event of Default which are more limited than the right that otherwise would be vested in the Collateral Agent under the Act from time to time in the absence of said provision, the Collateral Agent shall be vested with the rights in the Act to the full extent permitted by law. If any provision of the Act which is specifically referred to herein may be repealed, the Collateral Agent shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference.

6.9 Protective Advances. All advances, disbursements and expenditures made by the Collateral Agent before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage or by the Act (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act herein below referred to:

- (i) all advances by the Collateral Agent in accordance with the terms of this Mortgage to: (1) preserve or restore the mortgaged real estate; (2) preserve the



lien of this Mortgage or the priority thereof; or (3) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 5/15-1302 of the Act;

(ii) payments by the Collateral Agent of: (1) when due installments of principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (2) when due installments of real estate taxes and general and special assessments, and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Premises or any part thereof; (3) other obligations authorized by this Mortgage; or (4) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 5/15-1505 of the Act;

(iii) advances by the Collateral Agent in settlement or compromise of any claims asserted by claimants under any senior mortgages or any other prior liens;

(iv) attorneys' fees and other costs incurred: (1) in connection with the foreclosure of this Mortgage as referred to in Sections 1504 (d)(2) and 5/15-1510 of the Act; (2) in connection with any action, suit or proceeding brought by or against the Collateral Agent for the enforcement of the Mortgage or arising from the interest of the Collateral Agent hereunder; or (3) in the preparation for the commencement or defense of any such foreclosure or other action related to the Mortgage or the mortgaged real estate;

(v) the Collateral Agent's fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b)(1) of Section 5/15-1503 of the Act;

(vi) expenses deductible from proceeds of sale as referred to in subsections (a) and (b) of Section 5/15-1512 of the Act;

(vii) expenses incurred and expenditures made by the Collateral Agent for any one or more of the following: (1) premiums for casualty and liability insurance paid by the Collateral Agent whether or not the Collateral Agent or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or the Collateral Agent takes possession of the Premises imposed by Subsection (c)(1) of Section 5/15-1704 of the Act; (2) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (3) payments required or deemed by the Collateral Agent to be for the benefit of the Premises or required to be made by the lessee or occupant of the Premises under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Premises.

All Protective Advances shall be so much additional amounts or obligations secured by the Mortgage, and shall become immediately due and payable without notice and with interest

thereon from the date of the advance until paid at the rate due and payable after a default under the terms of the Loans.

This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(1) of Section 5/15-1302 of the Act.

All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in:

(i) determination of the amount of obligations secured by this Mortgage at any time;

(ii) the amount found due and owing to the Collateral Agent and/or the Lenders in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional amount becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

(iii) if right of redemption has not been waived by the Grantor in this Mortgage, computation of amount required to redeem, pursuant to Subsections (d)(2) and (e) of Section 5/15-1603 of the Act;

(iv) determination of amount deductible from sale proceeds pursuant to Section 5/15-1512 of the Act;

(v) application of income in the hands of any receiver or mortgagee in possession; and

(vi) computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Sections 5/15-1508 and Section 5/15-1511 of the Act.

6.10 Waiver of Redemption. The Grantor acknowledges that the Premises does not constitute agricultural real estate, as said term is defined in Section 5/15-1201 of the Act or residential real estate as defined in Section 5/15-1219 of the Act. Pursuant to Section 5/15-1601(b) of the Act, the Grantor hereby waives any and all right to redemption.

6.11 WRITTEN AGREEMENT.

(a) THE RIGHTS AND OBLIGATIONS OF THE GRANTOR AND THE COLLATERAL AGENT SHALL BE DETERMINED SOLELY FROM THIS WRITTEN MORTGAGE AND THE OTHER CREDIT DOCUMENTS, AND ANY PRIOR ORAL OR WRITTEN AGREEMENTS BETWEEN THE COLLATERAL AGENT AND THE GRANTOR CONCERNING THE SUBJECT MATTER HEREOF AND OF THE OTHER CREDIT

DOCUMENTS ARE SUPERSEDED BY AND MERGED INTO THIS MORTGAGE AND THE OTHER CREDIT DOCUMENTS.


(b) THIS WRITTEN MORTGAGE AND THE OTHER CREDIT DOCUMENTS REPRESENT THE FINAL AGREEMENTS AMONG THE PARTIES THERETO AND MAY NOT BE VARIED OR CONTRADICTED BY ANY ORAL AGREEMENTS OR DISCUSSIONS THAT OCCUR BEFORE, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS MORTGAGE OR THE OTHER CREDIT DOCUMENTS. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

6.12 WAIVER OF JURY TRIAL. THE COLLATERAL AGENT AND THE GRANTOR HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS MORTGAGE.

6.13 Request for Notice. The Grantor requests a copy of any statutory notice of default and a copy of any statutory notice of sale hereunder be mailed to the Grantor at the address specified in Section 6.2 of this Mortgage.

IN WITNESS WHEREOF, the Grantor has executed this Mortgage under seal as of the above written date.

R & L TRANSFER, INC., an Ohio corporation  
(SEAL)

By:   
Name: Michael C. Murray  
Title: Vice President and General Counsel

STATE OF Ohio )  
 )  
COUNTY OF Clinton ) ss.

I, Lori E. Wilson, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Michael C. Murray as Vice President and General Counsel of R&L Transfer, Inc., an Ohio corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President and General Counsel of said corporation, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his 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 12<sup>th</sup> day of July, 2000.



LORI E. WILSON  
Notary Public, State of Ohio  
My Commission Exp. May 2, 2004  
Recorded in Clinton County

Lori E. Wilson  
Notary Public

Property of Clerk's Office

EXHIBIT A  
LEGAL DESCRIPTION

## PARCEL 1:

A PARCEL OF LAND CONSISTING OF A PART OF EACH OF LOTS 1, 7 AND 8 IN COUNTY CLERK'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND CONSISTING ALSO OF A PART OF LOT 7 IN COUNTY CLERK'S DIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION 34; SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON A LINE WHICH IS 2580.00 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 34, AT A POINT THEREON WHICH IS 861.97 FEET SOUTH FROM THE NORTH LINE OF SAID SOUTHEAST 1/4 AND RUNNING THENCE WEST ALONG A LINE PARALLEL WITH THE EAST AND WEST CENTER LINE OF SAID SECTION 34, A DISTANCE OF 530.00 FEET; THENCE SOUTH ALONG A LINE WHICH IS 3110.00 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4 OF SECTION 34, A DISTANCE OF 1072.12 FEET TO ITS INTERSECTION WITH A LINE WHICH IS 315.00 FEET, MEASURED PERPENDICULARLY NORTHWESTERLY FROM AND PARALLEL WITH THE NORTHWESTERLY LINE OF THE LANDS OF THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO; THENCE NORTHEASTWARDLY ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 571.08 FEET TO ITS INTERSECTION WITH SAID LINE WHICH IS 2580.00 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 34, AND THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 859.45 FEET TO THE POINT OF BEGINNING.

## PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM FIRST AMERICAN REALTY COMPANY., A CORPORATION OF DELAWARE, DATED JANUARY 26, 1967 AND RECORDED JANUARY 30, 1967 AS DOCUMENT 20053110 AND AS CONTAINED IN DEED DATED SEPTEMBER 2, 1968 AND RECORDED SEPTEMBER 6, 1968 AS DOCUMENT 20607442 FOR A ROADWAY, INGRESS AND EGRESS AND PASSAGE OF TRAFFIC AND MAINTAINING, SERVICING, REPLACING, INSTALLING, EXTENDING AND CONSTRUCTING SEWER PIPES, WATER PIPES, CONDUITS, CABLES, WIRES, LINES, POLES, FIRE HYDRANTS AND ANY COLLATERAL OR SIMILAR UTILITY EQUIPMENT OVER, UPON, ALONG AND ACROSS THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND CONSISTING OF A PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND CONSISTING ALSO OF A PART OF LOT 1 IN COUNTY CLERK'S DIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 34, TOGETHER WITH A PART OF EACH OF LOTS 4, 5 AND 7 IN COUNTY CLERK'S DIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION 34, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON A LINE WHICH IS 1430 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 34, AT A POINT THEREON WHICH IS 891.97 FEET SOUTH FROM THE NORTH LINE OF SAID SOUTHEAST 1/4, AND RUNNING; THENCE WEST ALONG A LINE PARALLEL WITH THE EAST AND WEST CENTER LINE OF SAID SECTION 34 A DISTANCE OF 1666.39 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SECTION 34 A DISTANCE OF 1257.57 FEET; THENCE NORTHEASTWARDLY ALONG THE ARC OF A

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CIRCLE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 102.43 FEET, A DISTANCE OF 160.89 FEET TO A POINT 468.03 FEET NORTH FROM SAID EAST AND WEST CENTER LINE OF SECTION 34, WHICH POINT IS 2993.96 FEET WEST FROM THE EAST LINE OF SAID SECTION 34; THENCE EAST ALONG A LINE PARALLEL WITH SAID EAST AND WEST CENTER LINE OF SECTION 34 A DISTANCE OF 1563.96 FEET TO ITS INTERSECTION WITH SAID LINE WHICH IS 1430 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID SECTION 34; THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 60.00 FEET; THENCE WEST ALONG A LINE 408.03 FEET NORTH FROM AND PARALLEL WITH SAID EAST AND WEST CENTER LINE OF SECTION 34 A DISTANCE OF 1506.39 FEET; THENCE SOUTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 100 FEET A DISTANCE OF 157.08 FEET TO A POINT WHICH IS 308.03 FEET NORTH FROM SAID EAST AND WEST CENTER LINE OF SECTION 34 AND WHICH IS 3036.39 FEET WEST FROM THE EAST LINE OF SAID SECTION 34; THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SECTION 34 A DISTANCE OF 1040.00 FEET; THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 100 FEET A DISTANCE OF 157.08 FEET TO A POINT WHICH IS 2936.39 FEET WEST FROM THE EAST LINE OF SAID SECTION 34 AND WHICH IS 831.97 FEET SOUTH FROM SAID EAST AND WEST CENTER LINE OF SECTION 34; THENCE EAST ALONG A LINE PARALLEL WITH SAID EAST AND WEST CENTER LINE OF SECTION 34 A DISTANCE OF 1506.39 FEET TO ITS INTERSECTION WITH SAID LINE WHICH IS 1430 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF THE SOUTH EAST 1/4 OF SECTION 34; AND THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 60.00 FEET TO POINT OF BEGINNING.

## PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM PEOPLES GAS, LIGHT AND COKE COMPANY, A CORPORATION OF ILLINOIS, DATED JANUARY 26, 1967 AND RECORDED JANUARY 30, 1967 AS DOCUMENT 20053109 FOR A ROADWAY AND INSTALLATION AND MAINTENANCE OF GAS PIPELINES, ELECTRICAL CONDUIT SYSTEMS, SEWERS, WATER PIPES, CONDUITS, WIRES, LINES, POLES AND OTHER RELATED FACILITIES, THROUGH, ALONG, UNDER AND ACROSS THE FOLLOWING DESCRIBED PARCEL OF LAND: THE NORTH 188.03 FEET OF THE SOUTH 488.03 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF A LINE 1430.00 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID NORTHEAST 1/4.

## PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM PEOPLES GAS, LIGHT AND COKE COMPANY, A CORPORATION OF ILLINOIS DATED JANUARY 26, 1967 AND RECORDED JANUARY 30, 1967 AS DOCUMENT 20053109 AND IN DEED FROM FIRST AMERICAN REALTY COMPANY., A CORPORATION OF DELAWARE TO ST. LOUIS AND KANSAS CITY LAND COMPANY, A CORPORATION OF MISSOURI, DATED SEPTEMBER 2, 1968 AND RECORDED SEPTEMBER 6, 1968 AS DOCUMENT 20607442 FOR A ROADWAY AND INSTALLATION AND MAINTENANCE OF GAS PIPELINES, ELECTRICAL CONDUIT SYSTEMS, SEWERS, WATER PIPES, CONDUITS, WIRES, LINES, POLES AND OTHER RELATED FACILITIES, THROUGH, ALONG, UNDER AND ACROSS THE FOLLOWING DESCRIBED PARCEL OF LAND: A STRIP OF LAND 100 FEET WIDE EXTENDING ACROSS THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ACROSS A PART OF LOT 1 IN COUNTY CLERK'S DIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 34 AND STRIP OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST LINE OF THE EAST 33 FEET OF SAID SOUTH EAST 1/4 OF SECTION 34, AT A POINT THEREON WHICH IS 247.54 FEET SOUTH FROM THE NORTH LINE OF SAID SOUTH EAST

1/4 AND RUNNING; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 1505.27 FEET TO A POINT WHICH IS 808.09 FEET SOUTH FROM SAID NORTH LINE OF THE SOUTH EAST 1/4 OF SECTION 34 AND ON A LINE WHICH IS 1430.00 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 107.75 FEET TO ITS INTERSECTION WITH A LINE WHICH IS 100 FEET, MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM AND PARALLEL WITH THE AFORESAID STRAIGHT LINE; THENCE NORTHEASTWARDLY ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 1505.27 FEET TO ITS INTERSECTION WITH SAID WEST LINE OF THE EAST 33 FEET OF SECTION 34; AND THENCE NORTH ALONG SAID WEST LINE OF THE EAST 33 FEET, A DISTANCE OF 107.75 FEET TO THE POINT OF BEGINNING.

## PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT FROM FIRST AMERICAN REALTY COMPANY, A CORPORATION OF DELAWARE, RECORDED JANUARY 30, 1967 AS DOCUMENT 20053110 FOR A ROADWAY, INGRESS AND EGRESS AND PASSAGE OF TRAFFIC AND MAINTAINING, SERVICING, REPLACING, INSTALLING, EXTENDING AND CONSTRUCTING SEWER PIPES, WATER PIPES, CONDUITS, CABLES, WIRES, LINES, POLES, FIRE HYDRANTS AND ANY COLLATERAL OR SIMILAR UTILITY EQUIPMENT OVER, UPON, ALONG AND ACROSS THE FOLLOWING DESCRIBED PARCEL OF LAND: THE NORTH 100 FEET (EXCEPT THE EAST 33 FEET THEREOF) OF THE SOUTH 300 FEET OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO THAT PART OF THE NORTH 300 FEET (EXCEPT THE EAST 833 FEET THEREOF) OF THE SOUTH 600 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID NORTH 300 FEET OF THE SOUTH 600 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34 WITH THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 AND RUNNING; THENCE NORTH ALONG SAID WEST LINE OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 188.03 FEET; THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 289.40 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF THE NORTH 300 FEET OF THE SOUTH 600 FEET WHICH IS 220.07 FEET EAST FROM THE POINT OF BEGINNING, AND THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH 300 FEET OF THE SOUTH 600 FEET, A DISTANCE OF 220.07 FEET.

Tax I.D.#: 16-34-302-010-0000  
16-34-302-025-0000  
16-34-400-007-0000

4359 W. 26th Street  
Chicago, IL 60632