



CONDITIONAL TERMINATION OF LEASE AGREEMENT

THIS CONDITIONAL TERMINATION OF LEASE AGREEMENT (the "Agreement"), made as of June 16, 2005 by and between La Salle Bank National Association, as successor trustee of American National Bank And Trust Company of Chicago as Trustee under Trust Agreement dated May 26, 1987 and known as Trust No. 102624-00 ("Landlord"), HAWTHORNE PARTNERS, an Illinois general partnership ("Beneficiary"), and DOMINICK'S FINER FOODS, LLC, a Delaware limited liability company ("Tenant").

RECITALS

A. Landlord and Tenant are parties to that certain Indenture of Lease dated March 2, 1987 covering certain store premises more particularly described therein (the "Premises") in the Hawthorne Works Shopping Center, Cicero, Illinois, legally described on Exhibit A attached hereto and made a part hereof (the "Shopping Center"), as such lease was evidenced by a Lease (Short Form) dated as of March 2, 1987, recorded May 29, 1987 as Instrument No. 87289454 in the Office of the Recorder of Cook County, Illinois ("Official Records"), has been amended by a First Amendment To Indenture of Lease dated May 28, 1987, as evidenced by a First Amendment to Indenture of Lease (Short Form) dated as of March 5, 1998, recorded April 9, 1998 as Instrument No. 98284458 in the Official Records, by an Agreement dated May 28, 1987, recorded May 29, 1987 as Instrument No. 87289875 in the Official Records, by a Second Amendment to Indenture of Lease dated as of October 28, 1987, by a Third Amendment of Shopping Center Lease dated December 7, 1988, by a letter agreement dated April 6, 1990, by a Fourth Amendment to Lease dated March 5, 1998, by an Agreement dated April 3, 1998 (together, "Lease"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed them in the Lease.

B. The term of the Lease presently expires on September 30, 2008, subject to the option of Tenant to extend the term for four (4) successive periods of five (5) years each.

C. Upon the satisfaction or waiver of certain conditions specified herein, Landlord and Tenant desire to terminate the Lease and enter into the "Use Restriction" (defined later) upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual covenants herein contained, Landlord and Tenant agree as follows:

1. **Termination of Lease.** Subject to the satisfaction or waiver of the "Landlord Condition" (defined later), Landlord and Tenant hereby agree that the Lease shall terminate and Landlord and Tenant shall enter into the Use Restriction, upon the "Effective Date" (defined later).

1.1 **Effective Date.** The effective date (the "Effective Date") of the lease termination and the Use Restriction shall be the first business day after the satisfaction, waiver, or deemed satisfaction and waiver of the Landlord Condition.

1.2 **Termination Fee.** No later than the last to occur of the date that is two (2) business days after (a) the Effective Date, or (b) the date on which Tenant receives Beneficiary's wire transfer instructions, Tenant shall pay to Landlord by wire transfer the sum of Four Million and No/100 Dollars (\$4,000,000.00), as the same may be reduced as provided in Section 1.3 ("Termination Fee").

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1 1.3 Reduction in Termination Fee. If Landlord exercises its right to extend the "First
2 Lender Approval Period" (defined later) by the "Second Lender Approval Period" (defined later)
3 as provided in Section 3, then the Termination Fee shall be reduced by the product of all rent
4 and other charges payable by Tenant to Landlord under the Lease during the last fifteen (15)
5 days of the First Lender Approval Period and the entire Second Lender Approval Period
6 through the Effective Date, multiplied by one and five-tenths (1.5).

7 1.4 Use Restriction. Unless this Agreement is terminated as provided in Section 3,
8 the Premises shall be encumbered by a Use Restriction Agreement in the form attached hereto
9 as **Exhibit B** ("Use Restriction") through September 30, 2008. Landlord and Beneficiary each
10 acknowledges and agrees that (i) Tenant would not agree to terminate the Lease without the
11 recordation of the Use Restriction against the Leased Premises, (ii) the Use Restriction is a
12 material portion of the consideration to Tenant for the termination of the Lease, (iii) Tenant has
13 made a considerable investment in the "Benefited Properties" as such term is defined in the
14 Use Restriction, (iv) Tenant has invested its business reputation in the Benefited Properties,
15 which reputation will be adversely affected if the sales volume of Tenant is negatively impacted,
16 (v) the addition of other businesses to the "Property," as such term is defined in the Use
17 Restriction, that may violate the "Restriction," as such term is defined in the Use Restriction, will
18 result in a reduction of Tenant's sales volume and thus impair the benefit of the bargain for
19 which Tenant negotiated in entering into this Agreement, and (vi) Tenant's agreement to
20 terminate the Lease is predicated upon Landlord's and Beneficiary's acknowledgement of all of
21 the foregoing, and Landlord's and Beneficiary's agreement to the terms of the Use Restriction.
22 Tenant shall not record the Use Restriction until and unless the Effective Date occurs.
23 Although Beneficiary has not been made a party to the Use Restriction for reasons of
24 confidentiality, Beneficiary hereby approves the Use Restriction and agrees that as of the
25 Effective Date, if any, it and its successors and assigns are bound by all of the terms and
26 conditions of the Use Restriction as if Beneficiary were expressly made a party thereto.
27 Landlord's and Beneficiary's obligations under the Use Restriction shall expressly survive the
28 Effective Date.

29 **2. Surrender.** Tenant shall vacate and surrender possession of the Premises within two (2)
30 business days of the Effective Date (the "**Vacation Date**") in their then as-is, where-is condition,
31 notwithstanding anything to the contrary contained in the Lease. Any movable personal
32 property (including Tenant's inventory) remaining in the Premises on the Vacation Date shall be
33 deemed abandoned by Tenant, and Landlord may dispose of such property in such manner as
34 Landlord deems fit and, subject to the terms of the Lease, charge Tenant for the cost of
35 removal and disposal of such personal property.

36 **3. Landlord Condition.** The Shopping Center is encumbered by a mortgage that secures a
37 loan to Landlord originally from First Union National Bank (together with its successors,
38 assigns, and servicers, including without limitation ARCap Servicing, Inc., "**Lender**"). Under the
39 terms of the mortgage, Lender has the right to approve the transaction described in this
40 Agreement. Landlord shall use all commercially reasonable efforts to obtain Lender's approval
41 of this transaction. The obligation of Landlord under this Agreement to terminate the Lease is
42 subject to Landlord's obtaining Lender's written approval of this transaction ("**Landlord Condition**").
43 Landlord shall satisfy or waive the Landlord Condition by providing Tenant with written notice of
44 such Lender approval or waiver before Landlord shall be obligated to terminate the Lease.
45 Landlord shall satisfy or waive the Landlord Condition, if at all, no later than 5:00 PM California
46 time on the date that is ninety (90) days after the date that this Agreement is executed ("**First**
47 **Lender Approval Period**"). Landlord shall have the one-time right to extend the First Lender

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1 Approval Period for one additional period of ninety (90) days, such additional period being
 2 called the "**Second Lender Approval Period.**" Landlord shall exercise such right, if at all, by
 3 written notice to Tenant received by Tenant no later than thirty (30) days before the end of the
 4 First Lender Approval Period. If Landlord exercises its right to the Second Lender Approval
 5 Period and Landlord timely terminates this Agreement during the Second Lender Approval
 6 Period because the Landlord Condition will not be satisfied, then Tenant shall occupy the
 7 Premises free of rent and all other charges payable by Tenant under the Lease, including, but
 8 not limited to, Tenant's proportionate share of the real estate taxes, insurance, and common
 9 area expenses of the Shopping Center, for the first (1st) full calendar month that begins after the
 10 date of Tenant's receipt of termination as provided in Section 3 ("Free Month of Rent").

11 Should the Landlord Condition not be satisfied or waived on or prior to the end of the
 12 First Lender Approval Period, as the same may be extended by the Second Lender Approval
 13 Period ("Condition Date"), then Landlord shall have the option, by written notice to Tenant prior
 14 to the Condition Date, to (i) waive the Landlord Condition and close the transaction described in
 15 this Agreement, or (ii) terminate this Agreement except for the Free Month of Rent, in which last
 16 event the Lease shall continue in accordance with its terms and all funds and documents shall
 17 be immediately returned to the party having deposited the same. If Landlord fails to elect either
 18 of the options set forth in the previous sentence, Landlord shall be conclusively deemed to have
 19 elected item (ii).

20 **4. Rent and Charges.** Notwithstanding the termination of the Lease, Tenant shall continue to
 21 remain liable for any and all rent and charges owed under the Lease through the Effective Date,
 22 including, but not limited to, Tenant's proportionate share of the real estate taxes, insurance,
 23 and common area expenses of the Shopping Center. Notwithstanding the above, upon the
 24 occurrence of the Effective Date, Tenant shall deposit with Landlord an estimate of all accrued
 25 but unpaid taxes due through the Effective Date. Such estimate shall be based on prior taxes
 26 with estimated five percent (5%) increases annually, and shall not exceed Five Hundred
 27 Seventy Thousand Dollars (\$570,000). Tenant agrees to make any and all such payments in
 28 accordance with the terms and provisions of the Lease. Tenant shall not be obligated under the
 29 Lease for the payment of any such rent and charges for the period commencing on the
 30 Effective Date through and including the Vacation Date.

31 **5. Effect of Termination of Lease.** Unless Landlord timely terminates this Agreement as
 32 provided in Section 3, on the Effective Date the Lease shall terminate and neither party shall
 33 have any obligation or right thereunder from and after the Effective Date, except for those that
 34 are herein expressly provided to survive the termination of the Lease.

35 **6. Utilities.** Prior to the Vacation Date, Tenant shall notify those utility companies servicing
 36 the Premises that Landlord shall be responsible for the payment of any and all utility obligations
 37 incurred after the Vacation Date, and shall, if possible, cause meters to be read on the Vacation
 38 Date and pay all amounts due.

39 **7. Representations.**

40 **7.1 Of Tenant.** Tenant represents that it has not made any assignment, sublease,
 41 transfer, conveyance or other disposition of the Lease, or any interest therein or in the
 42 Premises, and that no party other than Tenant has any right to occupy the Premises.

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1 7.2 Of Beneficiary. Beneficiary represents that it is the sole beneficiary of the trust
2 created under the Trust Agreement dated May 26, 1987 and known as Trust No. 102624-00, of
3 which Landlord is the trustee.

4 **8. Confidentiality**. Unless Landlord and Beneficiary specifically and expressly otherwise
5 agrees in writing, or unless Tenant is otherwise required to do so by law or court order,
6 Landlord, Beneficiary and Tenant each agrees that all information regarding the amount of the
7 Termination Fee is confidential and shall not be disclosed to any other entity except Lender
8 (including, without limitation, other tenants at the Shopping Center). Notwithstanding any other
9 term of this Agreement, the provisions of this Section 8 shall survive the termination of the
10 Lease.

11 **9. Authority**. Each of Beneficiary, Landlord and Tenant represent and warrant to each other
12 that they have full right, power and authority to enter into and deliver this Agreement and that
13 the execution of this Agreement will not constitute a default, violation or breach of any other
14 document, instrument, mortgage or indenture entered into by Beneficiary, Landlord or Tenant.
15 Each party agrees to indemnify and hold the other parties harmless from and against any loss,
16 cost, expenses, damages, including reasonable attorney's fees, or other liability that may be
17 incurred by the other party in connection with the representations and warranties set forth in this
18 Section 9.

19 **10. Notices**. Any notice required or permitted under this Agreement shall be in writing and
20 shall be sent by certified mail, return receipt requested, postage prepaid or by Federal Express
21 or other reputable overnight courier service, and shall be deemed to have been given upon the
22 date the same is postmarked if sent by certified mail or the day deposited with Federal Express
23 or such other reputable overnight courier service, but shall not be deemed received until one (1)
24 day following deposit with Federal Express or other reputable overnight courier service or three
25 (3) days following deposit in the United States mail if sent by certified mail to the address shown
26 below, and addressed to:

27 Tenant at: Dominick's Finer Foods, LLC.
28 711 Jorie Boulevard, MS-4000
29 Oak Brook, IL 60523-2243
30 Attn: Real Estate Department

31
32 With a copy to: Safeway Inc.
33 4410 Rosewood Drive
34 Pleasanton, CA 94588
35 Attn: Real Estate Law Division PDA #303

36
37 Beneficiary at: Hawthorne Partners
38 2000 York Road, Suite 100
39 Oak Brook, IL 60523

40
41 Landlord at: c/o Hawthorne Partners
42 2000 York Road, Suite 100
43 Oak Brook, IL 60523

44
45 Any party may, by fifteen (15) days' notice to each of the other parties at any time, and
46 from time to time, designate a different address and person to whom notices shall be sent.
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- 1 **11. No Waiver of Landlord Condition.** No authorization or approval by Beneficiary and/or
2 Lender to Landlord solely to cause Landlord to execute this Agreement shall be a waiver of the
3 Landlord Condition.
- 4 **12. Time of Essence.** Time is of the essence in this Agreement.
- 5 **13. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of
6 Landlord and Tenant and their respective successors, heirs and assigns.
- 7 **14. Captions.** The paragraph headings contained herein are for convenience only and shall
8 not be deemed to govern or control the substance hereof.
- 9 **15. Integration.** The terms set forth in this Agreement are intended by the parties as the
10 final, complete and fully integrated expression of their agreement and may not be contradicted,
11 explained or supplemented by evidence of any prior agreement, contemporaneous oral
12 agreement or any consistent additional terms.
- 13 **16. Modification.** This Agreement shall be governed and construed under the laws of the
14 State of Illinois.
- 15 **17. Severability.** If any provision of this Agreement or the application thereof under certain
16 circumstances is held to be invalid or unenforceable, the remainder of this Agreement or the
17 application of such remaining provisions under other circumstances shall not be affected
18 thereby.
- 19 **18. Joint and Several Liability.** Beneficiary shall be jointly and severally liable for all
20 obligations of Landlord under this Agreement.
- 21 **19. Attorneys' Fees.** If Landlord or Tenant shall initiate any litigation in enforcing the
22 provisions of this Agreement, the prevailing party to such litigation shall be entitled to recover
23 from the other party the cost and expenses, including reasonable attorneys' fees, incurred in
24 such litigation.
- 25 **20. Waiver of Jury Trial.** Landlord and Tenant desire and intend that any disputes arising
26 between them with respect to or in connection with this Agreement shall be subject to
27 expeditious resolution in a court trial without a jury. Therefore, Landlord and Tenant each
28 hereby waive the right to a trial by jury of any cause of action, claim, counter claim or cross
29 complaint in any action, proceeding or other hearing brought by either Landlord against Tenant
30 or Tenant against Landlord on any matter whatsoever arising out of, or in any way connected
31 with, this Agreement, the relationship of Landlord and Tenant concerning the subject matter of
32 this Agreement or the documents related thereto or any claim of injury or damage, or the
33 enforcement of any remedy under any statute, law, ordinance, rule or regulation now or
34 hereafter in effect concerning such agreements.
- 35 **21. Brokerage.** Tenant agrees to pay a broker's commission to John Pope & Associates,
36 Inc. (the "**Broker**") pursuant to a separate written agreement between Tenant and Broker.
37 Tenant and Landlord, each to the other, hereby represent and warrant, to the best of their
38 knowledge, that there has been no brokers or finders, other than Broker, involved in connection
39 with the transaction contemplated by this Agreement.

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1 **22. Counterparts.** This Agreement may be executed in any number of counterparts, each
2 of which shall be an original, but all of which together shall constitute one instrument.

3 **IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date first
4 above written.

BENEFICIARY:

HAWTHORNE PARTNERS,
An Illinois general partnership

By: *Donald J. Slomaker*
Its: PROS DLS

By: *Donald J. Slomaker*
Its: PROS DLS

LANDLORD:

LA SALLE BANK NATIONAL ASSOCIATION,
as aforesaid successor trustee

By: *Paul M. [Signature]*
Its: Trust Officer

Trustee's Exoneration under attached hereto
and made a part thereof.

TENANT:

DOMINICK'S FINER FOODS, LLC, a
Delaware limited liability company

By: Dominick's Supermarkets, Inc., a
Delaware corporation
Its: Member

By: *[Signature]*
Its: Assistant Vice President

By: *[Signature]*
Its: Assistant Secretary

[Signature]

5

Prepared by Dominick's Finer Foods

*Mailed to: Thomas Burrowsky
Gardner Carton & Associates P
191 N. Wacker Drive, Ste 3700
Chicago, IL 60606*

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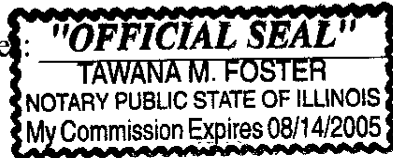
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I the undersigned a Notary public in and for said County in the State aforesaid, **DO HEREBY CERTIFY THAT LOURDES MARTINEZ, TRUST OFFICER of LASALLE BANK NATIONAL ASSOCIATION**, as successor trustee personally known to me to be the same person whose name is subscribed to the foregoing instrument as such **TRUST OFFICER** respectively, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth;

Given under my name and notarial seal this 16th day of June, 2005

Tawana M. Foster
NOTARY PUBLIC

My Commission Expires:



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LASALLE BANK NATIONAL ASSOCIATION
LAND TRUST DEPARTMENT
RIDER - LEASE

LAND TRUST RIDER ATTACHED TO AND MADE PART OF CONDITIONAL TERMINATION OF LEASE AGREEMENT

This conditional termination of lease Agreement is executed by LaSalle Bank National 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 under the express direction of the beneficiaries of a certain Trust Agreement dated May 26, 1987 and known as Trust Number 102624-00 at LaSalle Bank National Association to all provisions of which Trust Agreement this lease is expressly made subject. It is expressly understood and agreed that nothing herein or in said lease contained shall be construed as creating any liability whatsoever against said Trustee personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenants, either express or implied herein contained or to keep preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by said Lessee, and that so far as said Trustee is concerned the owner of any indebtedness or liability accepting hereunder shall look solely to the premises hereby leased for payment thereof. It is expressly understood and agreed that said Trustee has no agents or employees and if Trustee holds any interest in the property at all, it merely holds naked legal title to the property herein described; that said Trustee has no control over, and under this Lease assumes no responsibility for (1) the management or control of such property (2) the upkeep, inspection, maintenance or repair of such property (3) the collection of rents or rental of such property, or (4) the conduct of any business which is carried on upon the premises. Trustee does not warrant, indemnify, defend title nor is it responsible for any option contracts, articles of agreement, rights of first refusal, or any environmental damage. In the event there is a conflict between the terms of the lease and the terms of this rider, the terms of the rider shall control.

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PARCEL 1:

THAT PART OF A TRACT OF LAND (HEREINAFTER DESIGNATED TRACT "X") IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF A LINE HEREINAFTER DESIGNATED LINE "A", SAID LINE "A" BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH CICERO AVENUE (BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4) AND THE SOUTH LINE OF CERMAK ROAD (BEING A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4); THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG THE EAST LINE OF SOUTH CICERO AVENUE, 1026.38 FEET TO THE POINT OF BEGINNING OF THE AFORESAID LINE "A"; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, ALONG A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF SOUTH CICERO AVENUE, A DISTANCE OF 796.67 FEET; THENCE NORTHEASTERLY 78.54 FEET ALONG THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED LINE, CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 50.00 FEET, AND WHOSE CHORD BEARS NORTH 44 DEGREES 57 MINUTES 59 SECONDS EAST 70.71 FEET TO A POINT OF TANGENCY; THENCE NORTH 0 DEGREES 0 MINUTES 01 SECONDS WEST 88.03 FEET; THENCE NORTHEASTERLY 78.54 FEET ALONG THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED LINE, CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET, AND WHOSE CHORD BEARS NORTH 44 DEGREES 57 MINUTES 59 SECONDS EAST 70.71 FEET TO A POINT TANGENCY; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST 116.60 FEET; THENCE NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST 138.52 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST 63.91 FEET TO THE EAST LINE OF THE HEREINABOVE DESIGNATED TRACT "X" (TRACT "X" BEING DESCRIBED AS FOLLOWS:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH CICERO AVENUE, BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, AND THE SOUTH LINE OF CERMAK ROAD, BEING A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 89 DEGREES 42 MINUTES 07 SECONDS EAST ALONG SAID SOUTH LINE OF CERMAK ROAD, 1178.45 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED TO WESTERN ELECTRIC COMPANY INCORPORATED BY DEED RECORDED APRIL 9, 1919 AS DOCUMENT NO. 6497655, SAID NORTHEAST CORNER BEING 1.47 FEET EAST OF A POINT IN SAID SOUTH LINE OF CERMAK ROAD WHICH IS 120.00 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF SAID NORTHWEST 1/4; THENCE SOUTH 0 DEGREES 04 MINUTES 10 SECONDS WEST ALONG THE EAST LINE OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497655, A DISTANCE OF 1119.66 FEET TO THE EASTERLY CORNER OF SAID PARCEL, SAID EASTERLY CORNER BEING 13.21 FEET EAST OF THE WEST LINE OF LAND CONVEYED TO MANUFACTURERS JUNCTION RAILWAY COMPANY BY DEED RECORDED AUGUST 5, 1904 AS DOCUMENT NO 3575104, (SAID WEST LINE BEING A LINE DRAWN FROM A POINT IN THE SOUTH LINE DRAWN FROM A POINT IN THE SOUTH LINE OF CERMAK ROAD WHICH IS 87.00 FEET WEST OF THE WEST LINE OF THE RIGHT OF WAY OF THE CHICAGO AND WESTERN INDIANA RAILROAD TO A POINT IN THE NORTH LINE OF OGDEN AVENUE WHICH IS 100.00 FEET WESTERLY OF THE WEST LINE OF SAID RAILROAD, AS MEASURED ON THE NORTH LINE OF SAID OGDEN AVENUE); THENCE SOUTH 12 DEGREES 24 MINUTES 06 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF THE AFORESAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497655, A DISTANCE OF 64.97 FEET TO THE SOUTHERLY CORNER THEREOF, BEING ALSO THE NORTHERLY CORNER OF A PARCEL OF LAND CONVEYED TO MANUFACTURERS JUNCTION RAILWAY COMPANY BY DEED RECORDED APRIL 9, 1919 AS DOCUMENT NO. 6497656 (SAID NORTHERLY CORNER BEING A POINT 1183.20 FEET SOUTH OF THE SOUTH LINE OF CERMAK ROAD AND ON THE WEST LINE OF THE AFORESAID LAND CONVEYED BY DEED RECORDED AS DOCUMENT NO. 3575104); THENCE SOUTH 13 DEGREES 22 MINUTES 57 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497656, A DISTANCE OF 3.50 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 42 MINUTES 53 SECONDS EAST ALONG THE SOUTH LINE OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497656, A DISTANCE OF 0.77 FEET TO THE SOUTHEAST CORNER THEREOF, (SAID SOUTHEAST CORNER BEING A POINT 1186.60 FEET SOUTH OF THE SOUTH LINE OF CERMAK ROAD AND ON THE

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WEST LINE OF THE AFORESAID LAND CONVEYED BY DEED RECORDED AS DOCUMENT NO, 3575104); THENCE SOUTH 0 DEGREES 40 MINUTES 12 SECONDS WEST ALONG THE WEST LINE OF THE AFORESAID LAND CONVEYED BY DEED RECORDED AS DOCUMENT NO. 3575104, A DISTANCE OF 3.55 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED TO MANUFACTURERS JUNCTION RAILWAY COMPANY BY DEED RECORDED APRIL 25, 1907 AS DOCUMENT NO. 4025197; THENCE SOUTH 89 DEGREES 57 MINUTES 59 SECONDS WEST ALONG THE NORTH LINE OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NO. 4025197, A DISTANCE OF 0.73 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF A PARCEL OF LAND CONVEYED TO WESTERN ELECTRIC COMPANY INCORPORATED BY DEED RECORDED APRIL 9, 1919 AS DOCUMENT NO. 6497655; THENCE SOUTH 12 DEGREES 11 MINUTES 32 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497655, A DISTANCE OF 209.18 FEET TO AN ANGLE CORNER IN SAID PARCEL; THENCE SOUTH 2 DEGREES 53 MINUTES 20 SECONDS WEST ALONG THE EASTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497655, A DISTANCE OF 107.66 FEET TO THE SOUTHERLY CORNER THEREOF; SAID SOUTHERLY CORNER BEING ON THE WEST LINE OF A PARCEL OF LAND AS CONVEYED BY THE AFORESAID DEED RECORDED AS DOCUMENT NO. 4025197; THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECOND EAST ALONG THE WEST LINE OF SAID PARCEL AS CONVEYED BY SAID DEED RECORDED AS DOCUMENT NO. 4025197, A DISTANCE OF 3.42 FEET TO THE NORTHERLY CORNER OF A PARCEL OF LAND CONVEYED TO MANUFACTURERS JUNCTION RAILWAY COMPANY BY DEED RECORDED APRIL 9, 1919 AS DOCUMENT NO. 6497656; THENCE SOUTH 3 DEGREES 37 MINUTES 59 SECONDS WEST ALONG THE WESTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497656, A DISTANCE OF 94.45 FEET TO AN ANGLE CORNER IN SAID PARCEL; THENCE SOUTH 10 DEGREES 54 MINUTES 52 SECONDS WEST ALONG THE WESTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497656, A DISTANCE OF 33.08 FEET TO THE SOUTHERLY CORNER THEREOF, SAID SOUTHERLY CORNER BEING ALSO THE NORTHERLY CORNER OF A PARCEL OF LAND CONVEYED TO WESTERN ELECTRIC COMPANY INCORPORATED BY DEED RECORDED APRIL 9, 1919 AS DOCUMENT NO. 6497655; THENCE SOUTH 12 DEGREES 45 MINUTES 45 SECONDS WEST ALONG THE EASTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497655, A DISTANCE OF 79.08 FEET TO A POINT ON THE NORTHWESTERLY LINE OF A PARCEL OF LAND CONVEYED TO WESTERN ELECTRIC COMPANY INCORPORATED BY DEED RECORDED NOVEMBER 5, 1964 AS DOCUMENT NO. 19294210; THENCE NORTH 44 DEGREES 31 MINUTES 22 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 19294210, A DISTANCE OF 0.20 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 17 DEGREES 19 MINUTES 02 SECONDS WEST ALONG THE EASTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 19294210, A DISTANCE OF 51.345 FEET TO AN ANGLE CORNER IN SAID PARCEL; THENCE SOUTH 25 DEGREES 39 MINUTES 42 SECONDS WEST ALONG THE EASTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 19294210, A DISTANCE OF 51.35 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 58 MINUTES 25 SECONDS WEST ALONG THE SOUTH LINE OF SAID PARCEL AS CONVEYED BY DEED NO. 19294210 AND ALONG THE NORTH LINE OF A PARCEL OF LAND CONVEYED TO MANUFACTURERS JUNCTION RAILWAY COMPANY BY DEED RECORDED NOVEMBER 5, 1964 AS DOCUMENT NO. 19294211 A DISTANCE OF 255.36 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 19 DEGREES 35 MINUTES 58 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NO. 19294211, A DISTANCE OF 13.71 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NO. 19294211, SAID SOUTHWESTERLY CORNER BEING ALSO THE NORTHEASTERLY CORNER OF A PARCEL OF LAND CONVEYED TO WESTERN ELECTRIC COMPANY INCORPORATED BY DEED RECORDED NOVEMBER 5, 1964 AS DOCUMENT NO. 19294210; THENCE ALONG THE SOUTHERLY LINES OF SAID PARCEL CONVEYED BY DEED NO. 19294210, SAID SOUTHERLY LINES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL; THENCE SOUTH 19 DEGREES 35 MINUTES 22 SECONDS WEST A DISTANCE OF 78.25 FEET TO A POINT; THENCE SOUTH 65 DEGREES 06 MINUTES 02 SECONDS WEST A DISTANCE OF 289.38 FEET TO A POINT; THENCE SOUTH 89 DEGREES 55 MINUTES 02 SECONDS WEST A DISTANCE OF 107.29 FEET TO A POINT; THENCE SOUTH 0 DEGREES 04 MINUTES 58 SECONDS EAST A DISTANCE OF 86.79 FEET TO A POINT; THENCE SOUTH 80 DEGREES 58 MINUTES 21 SECONDS WEST A DISTANCE OF 50.69 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NO. 19294210, BEING ALSO THE NORTHEAST CORNER OF PARCEL OF LAND CONVEYED TO MANUFACTURERS JUNCTION RAILWAY COMPANY BY DEED RECORDED NOVEMBER 5, 1964 AS DOCUMENT NO. 19294211; THENCE ALONG THE NORTHERLY, WESTERLY AND SOUTHERLY BOUNDARY LINES OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NO. 19294211, SAID BOUNDARY LINES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL; THENCE SOUTH 80 DEGREES 51 MINUTES 57 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID PARCEL A DISTANCE OF 300.67 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 45 SECONDS EAST ALONG THE WESTERLY LINE OF SAID PARCEL A DISTANCE OF 58.14 FEET; THENCE SOUTH 55 DEGREES 37 MINUTES 34 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL A DISTANCE OF 4.00 FEET; THENCE NORTH 68 DEGREES 47 MINUTES 36 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL A DISTANCE OF 137.44 FEET; THENCE CONTINUING NORTH 71 DEGREES 41 MINUTES 52 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL, A DISTANCE OF 75.25 FEET; THENCE SOUTH 18 DEGREES 18 MINUTES 08 SECONDS EAST ALONG A LINE IN SAID PARCEL, A DISTANCE OF 6.09 FEET TO A CORNER IN SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 19294211, SAID CORNER BEING IN THE SOUTHEASTERLY LINE OF A PARCEL OF LAND CONVEYED TO WESTERN ELECTRIC COMPANY INCORPORATED BY DEED RECORDED MAY 25, 1955 AS DOCUMENT NO. 16246423; THENCE SOUTH 66 DEGREES 55 MINUTES 49 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 16247423, A DISTANCE OF 134.22 FEET TO A CORNER IN SAID PARCEL; THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST ALONG A LINE IN SAID PARCEL, BEING A LINE PARALLEL WITH THE EAST LINE OF SOUTH CICERO AVENUE, A DISTANCE OF 16.18 FEET TO A POINT IN THE NORTHWESTERLY LINE OF OGDEN AVENUE PER ORDINANCE ADOPTED SEPTEMBER 8, 1888, SAID POINT BEING 125.43 FEET (AS MEASURED ALONG SAID NORTHWESTERLY LINE OF OGDEN AVENUE) EAST OF THE EAST LINE OF SOUTH CICERO AVENUE; THENCE SOUTH 77 DEGREES 49 MINUTES 49 SECONDS WEST ALONG SAID NORTHWESTERLY LINE OF OGDEN AVENUE A DISTANCE OF 85.43 FEET TO A POINT, SAID POINT BEING 40.00 FEET (AS MEASURED ALONG SAID NORTHWESTERLY LINE) EAST OF THE EAST LINE OF SOUTH CICERO AVENUE; THENCE NORTHWESTERLY 57.60 FEET ALONG THE ARC OF A CIRCLE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 32.31 FEET, TANGENT TO THE LAST DESCRIBED LINE AND WHOSE CHORD OF 50.27 FEET BEARS NORTH 51 DEGREES 06 MINUTES 06 SECONDS WEST TO ITS POINT OF TANGENCY WITH THE EAST LINE OF SOUTH CICERO AVENUE AT A POINT 40.00 FEET NORTH OF SAID NORTHWESTERLY LINE OF OGDEN AVENUE; THENCE NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST ALONG SAID EAST LINE OF SOUTH CICERO AVENUE, A DISTANCE OF 2210.18 FEET TO HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF A LINE HEREINAFTER DESIGNATED LINE "A", SAID LINE "A" BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH CICERO AVENUE (BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4) AND THE SOUTH LINE OF CERMAK ROAD (BEING A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4); THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG THE EAST LINE OF SOUTH CICERO AVENUE., 1026.38 FEET TO THE POINT OF BEGINNING OF THE AFORESAID LINE "A"; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, ALONG A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF SOUTH CICERO AVENUE, A DISTANCE OF 796.67 FEET; THENCE NORTHEASTERLY 78.54 FEET ALONG THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED LINE, CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 50.00 FEET, AND WHOSE CHORD BEARS NORTH 44 DEGREES 57 MINUTES 59 SECONDS EAST, 70.71 FEET TO A POINT OF TANGENCY; THENCE NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST, 88.03 FEET; THENCE NORTHEASTERLY 78.54 FEET ALONG THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED LINE, CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET, AND WHOSE CHORD BEARS NORTH 44 DEGREES 57 MINUTES 59 SECONDS EAST, 70.71 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, 216.60 FEET; THENCE NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST, 138.52 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, 63.91 FEET TO THE EAST LINE OF A PARCEL OF LAND PER DEED RECORDED APRIL 9, 1919 AS DOCUMENT NO. 6497655, BEING THE EAST TERMINUS OF SAID LINE "A"; THENCE NORTH 0 DEGREES 04 MINUTES 10 SECONDS EAST, ALONG THE AFORESAID EAST LINE OF DOCUMENT NO. 6497655, A DISTANCE OF 693.01 FEET TO THE SOUTH LINE OF CERMAK ROAD (BEING A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4); THENCE NORTH 89 DEGREES 42 MINUTES 07 SECONDS WEST, ALONG THE AFORESAID SOUTH LINE OF CERMAK ROAD, 1178.45 FEET TO THE EAST LINE OF SOUTH CICERO AVENUE AFORESAID; THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG THE EAST LINE OF SOUTH CICERO AVENUE. AFORESAID, 1026.38 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN. DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH CICERO AVENUE (BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4) AND THE SOUTH LINE OF CERMAK ROAD (BEING A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4); THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG SAID EAST LINE OF SOUTH CICERO AVENUE, 1026.38 FEET TO THE POINT OF BEGINNING A OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 150.00 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, ALONG A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF CICERO AVENUE; 175.00 FEET; THENCE NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST 150.00 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 59 SECONDS WEST 175.00 FEET TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH CICERO AVENUE (BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 AND THE SOUTH LINE OF CERMAK ROAD (BEING A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4); THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG SAID EAST LINE OF SOUTH CICERO AVENUE, 1176.38 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 200.00 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, ALONG A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF CICERO AVENUE, 175.00 FEET; THENCE NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST 200.00 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 59 SECONDS WEST 175.00 FEET TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH CICERO AVENUE (BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4) AND THE SOUTH LINE OF CERMAK ROAD (BEING A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4); THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG SAID EAST LINE OF SOUTH CICERO AVENUE, 1376.38 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 171.30 FEET; THENCE SOUTH 45 DEGREES 02 MINUTES 01 SECONDS EAST, 28.28 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, ALONG A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF CICERO AVENUE, 130.00 FEET; THENCE NORTH 44 DEGREES 57 MINUTES 59 SECONDS EAST 35.36 FEET; THENCE NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST 166.30 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 59 SECONDS WEST 175.00 FEET TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCEL 2 FOR PEDESTRIAN AND VEHICULAR ACCESS TO AND FROM CICERO AVENUE AS CREATED BY THE DECLARATION OF ACCESS EASEMENT AND CONSENTS RECORDED JANUARY 25, 1989 AS DOCUMENT NO. 89038973 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST NO, 67628 AND SAID BANK, TRUST NO, 102624-00 OVER THAT PART OF PARCEL 1 MORE

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PARTICULARLY DESCRIBED IN EXHIBIT 4 TO SAID DECLARATION.

PARCEL 6:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INSTALLATION, OPERATION, ETC, OF UNDERGROUND GAS LINES AND FACILITIES RELATED THERETO AS CREATED BY THE DECLARATION OF GAS LINE EASEMENTS AND CONSENTS DATED MAY 31, 1989 AND RECORDED SEPTEMBER 14, 1989 AS DOCUMENT NO. 89432628 RERECORDED AS DOCUMENT 90294365 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST NO, 102624-00 AND SAID BANK, TRUST NO. 67628, AND THE DECLARATION OF REALLOCATED RESPONSIBILITIES BY SAID BANK, TRUST NO. 67628, RECORDED JANUARY 22, 1990 AS DOCUMENT NO. 90032064 AND RERECORDED JUNE 21, 1990 AS DOCUMENT 90294365 OVER CERTAIN PREMISES LYING SOUTHERLY OF AND ADJONING PARCEL 1 AS MORE PARTICULARLY DESCRIBED IN EXHIBIT 6 AND DEPICTED ON EXHIBIT 7 TO SAID DECLARATION,

PARCEL 7:

EASEMENT FOR THE BENEFIT OF PARCELS 2, 3 AND 4 FOR INSTALLATION, OPERATION, ETC, OF UNDERGROUND GAS LINES AND FACILITIES RELATED THERETO CREATED BY THE DECLARATION OF GAS LINES EASEMENT AND CONSENTS DATED MAY 31, 1989 AND RECORDED SEPTEMBER 14, 1989 AS DOCUMENT NO. 89432628 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST NO. 102624-00, AND SAID BANK, TRUST NO. 67628, AND THE DECLARATION OF REALLOCATED RESPONSIBILITIES BY SAID BANK, TRUST NO. 67628, RECORDED JANUARY 22, 1990 AS DOCUMENT NO. 90032064 AND RERECORDED JUNE 21, 1990 AS DOCUMENT 20294365 OVER CERTAIN PREMISES LYING EASTERLY OF AND ADJONING PARCELS 2, 3 AND 4 AND OVER THOSE PORTIONS OF PARCEL 1 AS MORE PARTICULARLY DESCRIBED IN EXHIBIT 3 AND DEPICTED ON EXHIBIT 4 TO SAID DECLARATION.

PARCEL 8:

EASEMENT FOR THE BENEFIT OF A PORTION OF PARCEL 1 FOR USING A THEN EXISTING COMBINED SANITARY AND STORM LINE (THE CM LINE) AS DESCRIBED THEREIN, AS CREATED BY THE SEWER LINE EASEMENT AGREEMENT AND CONSENTS DATED MAY 31, 1989 AND RECORDED SEPTEMBER 25, 1989 AS DOCUMENT NO. 89451702 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST CO. 67628, AND SAID BANK, TRUST NO. 102624-00 AND THE DECLARATION OF REALLOCATED SEWER LINE RESPONSIBILITIES AND ESTABLISHMENT OF ADDITIONAL SEWER LINE EASEMENTS LINE BY SAID BANK, TRUST NO. 6728, RECORDED JANUARY 22, 1990 AS DOCUMENT NO. 90032065 AND RERECORDED JUNE 21, 1990 AS DOCUMENT 90294364 OVER CERTAIN PREMISES LYING SOUTHERLY OF AND ADJONING PARCEL 1 AS MORE PARTICULARLY DESCRIBED IN EXHIBIT 3 AND DEPICTED ON EXHIBIT 4 TO SAID DECLARATION. THE BENEFITTED PORTION OF PARCEL 1 IS MORE PARTICULARLY DESCRIBED IN EXHIBIT 5 AND DEPICTED ON EXHIBIT 6 TO SAID DECLARATION.

PARCEL 9:

EASEMENT FOR THE BENEFIT OF PARCELS 2, 3, AND 4 FOR (I) USING A THEN EXISTING COMBINED SANITARY AND STORM SEWER LINE (THE CM LINE) AS DESCRIBED THEREIN, AS CREATED BY THE SEWER LINE EASEMENT AGREEMENT AND CONSENTS DATED MAY 31, 1989 AND RECORDED SEPTEMBER 25, 1989 AS DOCUMENT NO. 89451702 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST NO. 67628, AND SAID BANK, TRUST NO. 102624-00, OVER CERTAIN PREMISES LYING EASTERLY OF PARCELS 2, 3 AND 4 AS MORE PARTICULARLY DESCRIBED IN EXHIBIT 3 AND DEPICTED ON EXHIBIT 4 TO SAID DECLARATION; AND (ii) USING THEN EXISTING STORM OR SANITARY SEWER LINES (SERVICE LINE EASEMENTS NOS. 1, 2, 3, 4 AND 5) AS DESCRIBED THEREIN, AS CREATED BY DECLARATION OF REALLOCATED SEWER LINE RESPONSIBILITIES AND ESTABLISHMENT OF ADDITIONAL SEWER LINE EASEMENT BY SAID BANK TRUST NO. 67628, RECORDED JANUARY 22, 1988 AS DOCUMENT NO. 90032065 AND RERECORDED JUNE 21, 1990 AS DOCUMENT 90294364.

PARCEL 10:

EASEMENTS FOR THE BENEFIT OF PARCELS 2, 3 AND 4 (TAKEN AS A TRACT) FOR WATER LINES, AS CREATED BY THE WATER LINE EASEMENT AGREEMENT AND CONSENTS DATED SEPTEMBER 30, 1989 AND RECORDED NOVEMBER 9, 1989 AS DOCUMENT NO. 89534482 MADE BY AND BETWEEN AMERICAN NATIONAL BANK

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AND TRUST COMPANY OF CHICAGO, TRUST NO. 102624-00, AND SAID BANK, TRUST NO. 67628, AND THE FIRST AMENDMENT TO WATER LINE EASEMENT AGREEMENT RECORDED JANUARY 22, 1990 AS DOCUMENT NO. 90032066 BY SAID BANK, TRUST NO. 102624-00 AND 67628, OVER THOSE PARTS OF PARCEL 1 DESCRIBED IN EXHIBIT 3 AND 7 AND DEPICTED ON EXHIBIT 4 TO SAID DECLARATION AS WATER LINE EASEMENTS NO. 1 AND 2.

PARCEL 11:

EASEMENT FOR THE BENEFIT OF PARCEL 3 AND 4 (TAKEN AS A TRACT) FOR PEDESTRAIN AND VEHICULAR ACCESS FROM CICERO AVENUE, AS CREATED BY THE ACCESS EASEMENT AGREEMENT DATED JANUARY 18, 1990 AND RECORDED JANUARY 24, 1990 AS DOCUMENT NO. 90039220 MADE BY AND BETWEEN C.M. COMPLEX JOINT VENTURE AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST NO. 67628, OVER THE PREMISES DESCRIBED IN EXHIBIT F TO THE AGREEMENT.

COMMONLY KNOWN AS:

4601-4779 WEST CERMAK ROAD, CICERO, ILLINOIS
2201-2337 SOUTH CICERO AVENUE, CICERO, ILLINOIS

PIN NOS.:

16-27-100-015-0000
16-27-100-016-0000
16-27-100-017-0000
16-27-100-018-0000
16-27-100-019-0000
16-27-100-020-0000
16-27-100-021-0000
16-27-100-022-0000
16-27-100-023-0000
16-27-100-024-0000
16-27-100-025-0000

Property of Cook County Clerk's Office

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EXHIBIT B

USE RESTRICTITON

Record and return to:
 Safeway Inc.
 5918 Stoneridge Mall Road
 Pleasanton, CA 94588-3229
 Attn: Real Estate Law (Dominick's #1699 et al.)

USE RESTRICTION AGREEMENT

THIS USE RESTRICTION AGREEMENT ("Agreement") is dated as of _____, 200_, and is made and entered into by and among **LA SALLE BANK NATIONAL ASSOCIATION**, as successor trustee of American National Bank And Trust Company of Chicago as Trustee under Trust Agreement dated May 26, 1987 and known as Trust No. 102624-00 ("**Landlord**") and **DOMINICK'S FINER FOODS, LLC**, a Delaware limited liability company ("**Tenant**").

RECITALS

A. Landlord owns that certain real property situated in the City of Cicero, County of Cook, State of Illinois, legally described on Exhibit A attached hereto ("**Property**").

B. Landlord, Tenant, and others are parties to that certain Termination of Lease Agreement dated as of June __, 2005 as the same may have been amended (as amended, "**Termination Agreement**"). Pursuant to the terms of the Termination Agreement, Tenant and Landlord have agreed to terminate the "**Lease**," as such term is defined in the Termination Agreement. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings given to such terms in the Termination Agreement.

C. On the date hereof, Tenant operates five (5) grocery supermarkets within a radius of five (5) miles of the Property, Store No. 1699 at 3240 W Roosevelt, Chicago, IL 60612, Store No. 3071 at 7401 W. 25th St., North Riverside, IL 60546, Store No. 1124 at 259 Lake St., Oak Park, IL 60302, Store No. 1098 at 5829 S. Archer, Chicago, IL 60638, and Store No. 1100 at 3145 S. Ashland Ave., Chicago, IL 60608, the descriptions of which are attached hereto as Exhibit B. The properties described on Exhibit B and any additional properties within such radius on which Tenant, any "**Affiliate**" (defined later) of Tenant, and/or its or their respective successors and assigns may in the future sell "**Grocery Merchandise**" (defined later), are together called the "**Benefited Properties**." "**Affiliate**" of a named legal person or entity shall mean any legal person or entity that controls, is controlled by, or is under common control with the named legal person or entity. "**Grocery Merchandise**" means a combination of baked goods, fish, poultry or meat, liquor or other alcoholic beverages, and produce, as is typically sold in a grocery store or supermarket.

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1 D. Landlord acknowledges that (i) Tenant has made a considerable investment in the
 2 Benefited Properties, (ii) Tenant has invested its business reputation in the Benefited Properties,
 3 which reputation will be adversely affected if the sales volume of Tenant is negatively impacted,
 4 (iii) the addition of other businesses to the Property that may violate the "Restriction" (defined
 5 later) will result in a reduction of Tenant's sales volume and thus impair the benefit of the
 6 bargain for which Tenant negotiated in entering into the Termination Agreement, and (iv)
 7 Tenant's agreement to terminate the Lease is predicated upon Landlord's acknowledgement of all
 8 of the foregoing, and Landlord's agreement to the terms of this Agreement.

9 E. Landlord and Tenant have agreed in the Termination Agreement that the use of the
 10 Property will be restricted as provided in this Agreement.

11 NOW, THEREFORE, in consideration of the foregoing Recitals and other good and
 12 valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree
 13 as follows:

14 1. **USE RESTRICTION** Landlord agrees, on behalf of itself and its successors and
 15 assigns, that for the "Restriction Period" (defined later), no portion of the Property shall be used
 16 or occupied for a general food market, supermarket, or grocery store, ("Restriction").
 17 Notwithstanding the Restriction, one (1) single unit on the Property may contain up to fifteen
 18 thousand (15,000) square feet of space, which may be used for the sale of Grocery Merchandise..

19 **2. DURATION; AUTOMATIC AMENDMENT.**

20 2.1 Duration. The "Restriction Period" shall begin on the date hereof and end on the
 21 date that is the first to occur of (i) September 30, 2008 and (ii) the date that Tenant, any Affiliate
 22 of Tenant, and/or its or their respective successors and assigns has not operated a business selling
 23 Grocery Merchandise within a radius of five (5) miles of the Property (measured as the crow flies
 24 from any point on the perimeter of the Property) for a continuous period of at least three (3) years
 25 for any reason other than "Force Majeure" (defined later). "Force Majeure" means (a) a strike,
 26 lockout or other labor difficulty, fire or other casualty, condemnation, war, riot, insurrection, act
 27 of God, the requirements of any local, state or federal law, rule or regulation, or any other reason
 28 (other than financial) beyond the reasonable control of Tenant (or its affiliate or successor, as
 29 applicable) or (b) temporary closure due to the restoration, reconstruction, expansion, alteration
 30 or remodeling of such store, such temporary closure in no event to exceed three hundred sixty-
 31 five (365) days.

32 2.2 Automatic Amendment. If the scope of any Restriction, the duration of any
 33 Restriction Period or the radius applicable to any Restriction is determined to be unreasonable or
 34 otherwise legally unenforceable by any court of competent jurisdiction, then this Agreement shall
 35 be deemed automatically amended to the extent necessary to render the Restriction valid, legal,
 36 and enforceable as determined by such court, and if any other clause, sentence or other portion of
 37 this Agreement shall become illegal, null or void for any reason, or shall be held by any court of
 38 competent jurisdiction to be so, the remaining clauses, sentences, and portions, as appropriate, of
 39 this Agreement shall remain in full force and effect.

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1 **3. COVENANT RUNNING WITH THE LAND.** The Restriction shall be deemed to be a
2 restriction and covenant burdening the Property for the benefit of the Benefited Properties. The
3 Restriction is a servitude upon the entire Property, shall run with the land and shall be binding
4 upon any person acquiring any interest in any part of the Property.

5 **4. ENFORCEMENT.** The parties agree that the economic loss to Tenant, any Affiliate of
6 Tenant, or its or their respective successors and assigns resulting from a violation of the
7 Restriction is not readily measurable, or subject to precise calculation. Each of the parties hereto
8 agree that, in any lawsuit by Tenant, any Affiliate of Tenant, or its or their respective successors
9 or assigns seeking specific performance of the terms of this Agreement by injunctive relief, the
10 harm suffered by Tenant, any Affiliate of Tenant, or its or their respective successors or assigns
11 by reason of a breach of this Agreement shall be deemed to be irreparable for which the party so
12 harmed does not have an adequate remedy at law. Tenant, any Affiliate of Tenant, and its or
13 their respective successors or assigns also shall have the right to enforce the Restriction directly
14 against any one or more of Landlord and the owner, tenant, or occupant of any business on the
15 Property in the event of any violation of the Restriction. In no event shall Tenant, any Affiliate
16 of Tenant, or its or their respective successors or assigns be required to post a bond or other
17 security in any action seeking to enforce the provisions of this Agreement by injunctive relief or
18 other remedy.

19 **5. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the successors
20 and assigns of Landlord for the duration of the Restriction Period. Tenant's rights and benefits
21 under this Agreement shall automatically pass to any successor of Tenant by merger,
22 consolidation or reorganization, and to any purchaser of all or substantially all of the assets of
23 Tenant.

24 **6. MODIFICATION.** Neither this Agreement nor any provision of this Agreement may be
25 waived, modified, amended, discharged or terminated except by an instrument in writing signed
26 by all parties to this Agreement and then only to the extent set forth in such instrument.

27 **7. WAIVER OF JURY TRIAL.** Each party hereto desires and intends that any disputes
28 arising between them with respect to or in connection with this Agreement be subject to
29 expeditious resolution in a court trial without a jury. Therefore each of Landlord and Tenant
30 hereby waive the right to a trial by jury of any cause of action, claim, counter claim or cross
31 complaint in any action, proceeding or other hearing brought by any one or more of the parties
32 hereto against any one or more of the other parties hereto on any matter whatsoever arising out
33 of, or in any way connected with, this Agreement, the relationship of Landlord and Tenant
34 concerning the subject matter of this Agreement or the documents related thereto or any claim of
35 injury or damage, or the enforcement of any remedy under any statute, law, ordinance, rule or
36 regulation now or hereafter in effect concerning such agreements.

37 **8. LEGAL FEES.** In the event any party hereto brings or commences legal proceedings to
38 enforce any of the terms of this Agreement, the successful party in such action shall then be
39 entitled to receive and shall receive from the other party, in every such action commenced, a
40 reasonable sum as attorney's fees, court costs, investigation expenses, discovery costs and costs
41 of appeal incurred by it in the litigation.

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1 **9. EXHIBITS.** The following exhibits are attached hereto and incorporated herein by this
2 reference:

- 3 Exhibit A Legal Description of Property
- 4 Exhibit B Description of Benefited Properties

5
6 **10. COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of
7 which shall be deemed to be an original, but all of which, together, shall constitute one and the
8 same instrument.

9 **IN WITNESS WHEREOF,** the parties have executed this Agreement as of the day and
10 year first written above.

11

LANDLORD:

LA SALLE BANK NATIONAL
ASSOCIATION,
as aforesaid successor trustee

By: _____
Its: _____

TENANT:

DOMINICK'S FINER FOODS, LLC, a
Delaware limited liability company

By: Dominick's Supermarkets, Inc., a
Delaware corporation
Its: Member

By: _____
Its: Assistant Vice President

By: _____
Its: Assistant Secretary

12 All signatures to be acknowledged before a Notary Public

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PARCEL 1:

THAT PART OF A TRACT OF LAND (HEREINAFTER DESIGNATED TRACT "X") IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF A LINE HEREINAFTER DESIGNATED LINE "A", SAID LINE "A" BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH CICERO AVENUE (BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4) AND THE SOUTH LINE OF CERMAK ROAD) BEING A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4); THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG THE EAST LINE OF SOUTH CICERO AVENUE, 1026.38 FEET TO THE POINT OF BEGINNING OF THE AFORESAID LINE "A"; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, ALONG A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF SOUTH CICERO AVENUE, A DISTANCE OF 796.67 FEET; THENCE NORTHEASTERLY 78.54 FEET ALONG THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED LINE, CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 50.00 FEET, AND WHOSE CHORD BEARS NORTH 44 DEGREES 57 MINUTES 59 SECONDS EAST 70.71 FEET TO A POINT OF TANGENCY; THENCE NORTH 0 DEGREES 0 MINUTES 01 SECONDS WEST 88.03 FEET; THENCE NORTHEASTERLY 78.54 FEET ALONG THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED LINE, CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET, AND WHOSE CHORD BEARS NORTH 44 DEGREES 57 MINUTES 59 SECONDS EAST 70.71 FEET TO A POINT TANGENCY; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST 216.60 FEET; THENCE NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST 138.52 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST 63.91 FEET TO THE EAST LINE OF THE HEREINABOVE DESIGNATED TRACT "X" (TRACT "X" BEING DESCRIBED AS FOLLOWS:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH CICERO AVENUE, BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, AND THE SOUTH LINE OF CERMAK ROAD, BEING A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 89 DEGREES 42 MINUTES 07 SECONDS EAST ALONG SAID SOUTH LINE OF CERMAK ROAD, 1178.45 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED TO WESTERN ELECTRIC COMPANY INCORPORATED BY DEED RECORDED APRIL 9, 1919 AS DOCUMENT NO. 6497655, SAID NORTHEAST CORNER BEING 1.47 FEET EAST OF A POINT IN SAID SOUTH LINE OF CERMAK ROAD WHICH IS 120.00 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF SAID NORTHWEST 1/4; THENCE SOUTH 0 DEGREES 04 MINUTES 10 SECONDS WEST ALONG THE EAST LINE OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497655, A DISTANCE OF 1119.66 FEET TO THE EASTERLY CORNER OF SAID PARCEL, SAID EASTERLY CORNER BEING 13.21 FEET EAST OF THE WEST LINE OF LAND CONVEYED TO MANUFACTURERS JUNCTION RAILWAY COMPANY BY DEED RECORDED AUGUST 5, 1904 AS DOCUMENT NO 3575104, (SAID WEST LINE BEING A LINE DRAWN FROM A POINT IN THE SOUTH LINE DRAWN FROM A POINT IN THE SOUTH LINE OF CERMAK ROAD WHICH IS 87.00 FEET WEST OF THE WEST LINE OF THE RIGHT OF WAY OF THE CHICAGO AND WESTERN INDIANA RAILROAD TO A POINT IN THE NORTH LINE OF OGDEN AVENUE WHICH IS 100.00 FEET WESTERLY OF THE WEST LINE OF SAID RAILROAD, AS MEASURED ON THE NORTH LINE OF SAID OGDEN AVENUE); THENCE SOUTH 12 DEGREES 24 MINUTES 06 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF THE AFORESAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497655, A DISTANCE OF 64.97 FEET TO THE SOUTHERLY CORNER THEREOF, BEING ALSO THE NORTHERLY CORNER OF A PARCEL OF LAND CONVEYED TO MANUFACTURERS JUNCTION RAILWAY COMPANY BY DEED RECORDED APRIL 9, 1919 AS DOCUMENT NO. 6497656 (SAID NORTHERLY CORNER BEING A POINT 1183.20 FEET SOUTH OF THE SOUTH LINE OF CERMAK ROAD AND ON THE WEST LINE OF THE AFORESAID LAND CONVEYED BY DEED RECORDED AS DOCUMENT NO. 3575104); THENCE SOUTH 13 DEGREES 22 MINUTES 57 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497656, A DISTANCE OF 3.50 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 42 MINUTES 53 SECONDS EAST ALONG THE SOUTH LINE OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497656, A DISTANCE OF 0.77 FEET TO THE SOUTHEAST CORNER THEREOF, (SAID SOUTHEAST CORNER BEING A POINT 1186.60 FEET SOUTH OF THE SOUTH LINE OF CERMAK ROAD AND ON THE

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WEST LINE OF THE AFORESAID LAND CONVEYED BY DEED RECORDED AS DOCUMENT NO. 3575104); THENCE SOUTH 0 DEGREES 40 MINUTES 12 SECONDS WEST ALONG THE WEST LINE OF THE AFORESAID LAND CONVEYED BY DEED RECORDED AS DOCUMENT NO. 3575104, A DISTANCE OF 3.55 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED TO MANUFACTURERS JUNCTION RAILWAY COMPANY BY DEED RECORDED APRIL 25, 1907 AS DOCUMENT NO. 4025197; THENCE SOUTH 89 DEGREES 57 MINUTES 59 SECONDS WEST ALONG THE NORTH LINE OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NO. 4025197, A DISTANCE OF 0.73 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF A PARCEL OF LAND CONVEYED TO WESTERN ELECTRIC COMPANY INCORPORATED BY DEED RECORDED APRIL 9, 1919 AS DOCUMENT NO. 6497655; THENCE SOUTH 12 DEGREES 11 MINUTES 32 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497655, A DISTANCE OF 209.18 FEET TO AN ANGLE CORNER IN SAID PARCEL; THENCE SOUTH 2 DEGREES 53 MINUTES 20 SECONDS WEST ALONG THE EASTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497655, A DISTANCE OF 107.66 FEET TO THE SOUTHERLY CORNER THEREOF; SAID SOUTHERLY CORNER BEING ON THE WEST LINE OF A PARCEL OF LAND AS CONVEYED BY THE AFORESAID DEED RECORDED AS DOCUMENT NO. 4025197; THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECOND EAST ALONG THE WEST LINE OF SAID PARCEL AS CONVEYED BY SAID DEED RECORDED AS DOCUMENT NO. 4025197, A DISTANCE OF 3.42 FEET TO THE NORTHERLY CORNER OF A PARCEL OF LAND CONVEYED TO MANUFACTURERS JUNCTION RAILWAY COMPANY BY DEED RECORDED APRIL 9, 1919 AS DOCUMENT NO. 6497656; THENCE SOUTH 3 DEGREES 37 MINUTES 59 SECONDS WEST ALONG THE WESTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497656, A DISTANCE OF 94.45 FEET TO AN ANGLE CORNER IN SAID PARCEL; THENCE SOUTH 10 DEGREES 54 MINUTES 52 SECONDS WEST ALONG THE WESTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497656, A DISTANCE OF 33.08 FEET TO THE SOUTHERLY CORNER THEREOF, SAID SOUTHERLY CORNER BEING ALSO THE NORTHERLY CORNER OF A PARCEL OF LAND CONVEYED TO WESTERN ELECTRIC COMPANY INCORPORATED BY DEED RECORDED APRIL 9, 1919 AS DOCUMENT NO. 6497655; THENCE SOUTH 12 DEGREES 45 MINUTES 45 SECONDS WEST ALONG THE EASTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 6497655, A DISTANCE OF 79.08 FEET TO A POINT ON THE NORTHWESTERLY LINE OF A PARCEL OF LAND CONVEYED TO WESTERN ELECTRIC COMPANY INCORPORATED BY DEED RECORDED NOVEMBER 5, 1964 AS DOCUMENT NO. 19294210; THENCE NORTH 44 DEGREES 31 MINUTES 22 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 19294210, A DISTANCE OF 0.20 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 17 DEGREES 19 MINUTES 02 SECONDS WEST ALONG THE EASTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 19294210, A DISTANCE OF 51.345 FEET TO AN ANGLE CORNER IN SAID PARCEL; THENCE SOUTH 25 DEGREES 39 MINUTES 42 SECONDS WEST ALONG THE EASTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 19294210, A DISTANCE OF 51.35 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 58 MINUTES 25 SECONDS WEST ALONG THE SOUTH LINE OF SAID PARCEL AS CONVEYED BY DEED NO. 19294210 AND ALONG THE NORTH LINE OF A PARCEL OF LAND CONVEYED TO MANUFACTURERS JUNCTION RAILWAY COMPANY BY DEED RECORDED NOVEMBER 5, 1964 AS DOCUMENT NO. 19294211 A DISTANCE OF 255.36 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 19 DEGREES 35 MINUTES 58 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NO. 19294211, A DISTANCE OF 13.71 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NO. 19294211, SAID SOUTHWESTERLY CORNER BEING ALSO THE NORTHEASTERLY CORNER OF A PARCEL OF LAND CONVEYED TO WESTERN ELECTRIC COMPANY INCORPORATED BY DEED RECORDED NOVEMBER 5, 1964 AS DOCUMENT NO. 19294210; THENCE ALONG THE SOUTHERLY LINES OF SAID PARCEL CONVEYED BY DEED NO. 19294210, SAID SOUTHERLY LINES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL; THENCE SOUTH 19 DEGREES 35 MINUTES 22 SECONDS WEST A DISTANCE OF 78.25 FEET TO A POINT; THENCE SOUTH 65 DEGREES 06 MINUTES 02 SECONDS WEST A DISTANCE OF 289.38 FEET TO A POINT; THENCE SOUTH 89 DEGREES 55 MINUTES 02 SECONDS WEST A DISTANCE OF 107.29 FEET TO A POINT; THENCE SOUTH 0 DEGREES 04 MINUTES 58 SECONDS EAST A DISTANCE OF 86.79 FEET TO A POINT; THENCE SOUTH 80 DEGREES 58 MINUTES 21 SECONDS WEST A DISTANCE OF 50.69 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NO. 19294210, BEING ALSO THE NORTHEAST CORNER OF PARCEL OF LAND CONVEYED TO MANUFACTURERS JUNCTION RAILWAY COMPANY BY DEED RECORDED NOVEMBER 5, 1964 AS DOCUMENT NO. 19294211; THENCE ALONG THE NORTHERLY, WESTERLY AND SOUTHERLY BOUNDARY LINES OF SAID PARCEL CONVEYED BY DEED RECORDED AS DOCUMENT NO. 19294211, SAID BOUNDARY LINES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL; THENCE SOUTH 80 DEGREES 51 MINUTES 57 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID PARCEL A DISTANCE OF 300.67 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 45 SECONDS EAST ALONG THE WESTERLY LINE OF SAID PARCEL A DISTANCE OF 58.14 FEET; THENCE SOUTH 55 DEGREES 37 MINUTES 34 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL A DISTANCE OF 4.00 FEET; THENCE NORTH 68 DEGREES 47 MINUTES 36 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL A DISTANCE OF 137.44 FEET; THENCE CONTINUING NORTH 71 DEGREES 41 MINUTES 52 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID PARCEL, A DISTANCE OF 75.25 FEET; THENCE SOUTH 18 DEGREES 18 MINUTES 08 SECONDS EAST ALONG A LINE IN SAID PARCEL, A DISTANCE OF 6.09 FEET TO A CORNER IN SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 19294211, SAID CORNER BEING IN THE SOUTHEASTERLY LINE OF A PARCEL OF LAND CONVEYED TO WESTERN ELECTRIC COMPANY INCORPORATED BY DEED RECORDED MAY 25, 1955 AS DOCUMENT NO. 16246423; THENCE SOUTH 66 DEGREES 55 MINUTES 49 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL AS CONVEYED BY DEED RECORDED AS DOCUMENT NO. 16247423, A DISTANCE OF 134.22 FEET TO A CORNER IN SAID PARCEL; THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST ALONG A LINE IN SAID PARCEL, BEING A LINE PARALLEL WITH THE EAST LINE OF SOUTH CICERO AVENUE, A DISTANCE OF 16.18 FEET TO A POINT IN THE NORTHWESTERLY LINE OF OGDEN AVENUE PER ORDINANCE ADOPTED SEPTEMBER 8, 1888, SAID POINT BEING 125.43 FEET (AS MEASURED ALONG SAID NORTHWESTERLY LINE OF OGDEN AVENUE) EAST OF THE EAST LINE OF SOUTH CICERO AVENUE; THENCE SOUTH 77 DEGREES 49 MINUTES 49 SECONDS WEST ALONG SAID NORTHWESTERLY LINE OF OGDEN AVENUE A DISTANCE OF 85.43 FEET TO A POINT, SAID POINT BEING 40.00 FEET (AS MEASURED ALONG SAID NORTHWESTERLY LINE) EAST OF THE EAST LINE OF SOUTH CICERO AVENUE; THENCE NORTHWESTERLY 57.60 FEET ALONG THE ARC OF A CIRCLE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 32.31 FEET, TANGENT TO THE LAST DESCRIBED LINE AND WHOSE CHORD OF 50.27 FEET BEARS NORTH 51 DEGREES 06 MINUTES 06 SECONDS WEST TO ITS POINT OF TANGENCY WITH THE EAST LINE OF SOUTH CICERO AVENUE AT A POINT 40.00 FEET NORTH OF SAID NORTHWESTERLY LINE OF OGDEN AVENUE; THENCE NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST ALONG SAID EAST LINE OF SOUTH CICERO AVENUE, A DISTANCE OF 2210.18 FEET TO HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF A LINE HEREINAFTER DESIGNATED LINE "A", SAID LINE "A" BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH CICERO AVENUE (BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4) AND THE SOUTH LINE OF CERMAK ROAD (BEING A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4); THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG THE EAST LINE OF SOUTH CICERO AVENUE., 1026.38 FEET TO THE POINT OF BEGINNING OF THE AFORESAID LINE "A"; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, ALONG A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF SOUTH CICERO AVENUE, A DISTANCE OF 796.67 FEET; THENCE NORTHEASTERLY 78.54 FEET ALONG THE ARC OF A CIRCLE TANGENT TO THE LAST DESCRIBED LINE, CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 50.00 FEET, AND WHOSE CHORD BEARS NORTH 44 DEGREES 57 MINUTES 59 SECONDS EAST, 70.71 FEET TO A POINT OF TANGENCY; THENCE NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST, 88.03 FEET; THENCE NORTHEASTERLY 78.54 FEET ALONG THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED LINE, CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET, AND WHOSE CHORD BEARS NORTH 44 DEGREES 57 MINUTES 59 SECONDS EAST, 70.71 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, 216.60 FEET; THENCE NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST, 138.52 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, 63.91 FEET TO THE EAST LINE OF A PARCEL OF LAND PER DEED RECORDED APRIL 9, 1919 AS DOCUMENT NO. 6497655, BEING THE EAST TERMINUS OF SAID LINE "A"; THENCE NORTH 0 DEGREES 04 MINUTES 10 SECONDS EAST, ALONG THE AFORESAID EAST LINE OF DOCUMENT NO. 6497655, A DISTANCE OF 693.01 FEET TO THE SOUTH LINE OF CERMAK ROAD (BEING A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4); THENCE NORTH 89 DEGREES 42 MINUTES 07 SECONDS WEST, ALONG THE AFORESAID SOUTH LINE OF CERMAK ROAD, 1178.45 FEET TO THE EAST LINE OF SOUTH CICERO AVENUE AFORESAID; THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG THE EAST LINE OF SOUTH CICERO AVENUE. AFORESAID, 1026.38 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN. DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH CICERO AVENUE (BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4) AND THE SOUTH LINE OF CERMAK ROAD (BEING A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4); THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG SAID EAST LINE OF SOUTH CICERO AVENUE, 1026.38 FEET TO THE POINT OF BEGINNING A OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 150.00 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, ALONG A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF CICERO AVENUE; 175.00 FEET; THENCE NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST 150.00 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 59 SECONDS WEST 175.00 FEET TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH CICERO AVENUE (BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 AND THE SOUTH LINE OF CERMAK ROAD (BEING A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4); THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG SAID EAST LINE OF SOUTH CICERO AVENUE, 1176.38 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 200.00 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, ALONG A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF CICERO AVENUE, 175.00 FEET; THENCE NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST 200.00 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 59 SECONDS WEST 175.00 FEET TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH CICERO AVENUE (BEING A LINE 33.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4) AND THE SOUTH LINE OF CERMAK ROAD (BEING A LINE 75.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4); THENCE SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG SAID EAST LINE OF SOUTH CICERO AVENUE, 1376.38 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING SOUTH 0 DEGREES 02 MINUTES 01 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 171.30 FEET; THENCE SOUTH 45 DEGREES 02 MINUTES 01 SECONDS EAST, 28.28 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 59 SECONDS EAST, ALONG A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF CICERO AVENUE, 130.00 FEET; THENCE NORTH 44 DEGREES 57 MINUTES 59 SECONDS EAST 35.36 FEET; THENCE NORTH 0 DEGREES 02 MINUTES 01 SECONDS WEST 166.30 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 59 SECONDS WEST 175.00 FEET TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCEL 2 FOR PEDESTRIAN AND VEHICULAR ACCESS TO AND FROM CICERO AVENUE AS CREATED BY THE DECLARATION OF ACCESS EASEMENT AND CONSENTS RECORDED JANUARY 25, 1989 AS DOCUMENT NO. 89038973 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST NO, 67628 AND SAID BANK, TRUST NO, 102624-00 OVER THAT PART OF PARCEL 1 MORE

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PARTICULARLY DESCRIBED IN EXHIBIT 4 TO SAID DECLARATION.

PARCEL 6:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INSTALLATION, OPERATION, ETC, OF UNDERGROUND GAS LINES AND FACILITIES RELATED THERETO AS CREATED BY THE DECLARATION OF GAS LINE EASEMENTS AND CONSENTS DATED MAY 31, 1989 AND RECORDED SEPTEMBER 14, 1989 AS DOCUMENT NO. 89432628 RERECORDED AS DOCUMENT 90294365 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST NO, 102624-00 AND SAID BANK, TRUST NO. 67628, AND THE DECLARATION OF REALLOCATED RESPONSIBILITIES BY SAID BANK, TRUST NO. 67628, RECORDED JANUARY 22, 1990 AS DOCUMENT NO. 90032064 AND RERECORDED JUNE 21, 1990 AS DOCUMENT 90294365 OVER CERTAIN PREMISES LYING SOUTHERLY OF AND ADJONING PARCEL 1 AS MORE PARTICULARLY DESCRIBED IN EXHBIT 6 AND DEPICTED ON EXHIBIT 7 TO SAID DECLARATION,

PARCEL 7:

EASEMENT FOR THE BENEFIT OF PARCELS 2, 3 AND 4 FOR INSTALLATION, OPERATION, ETC, OF UNDERGROUND GAS LINES AND FACILITIES RELATED THERETO CREATED BY THE DECLARATION OF GAS LINES EASEMENT AND CONSEMIS DATED MAY 31, 1989 AND RECORDED SEPTEMBER 14, 1989 AS DOCUMENT NO. 89432628 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST NO. 102624-00, AND SAID BANK, TRUST NO. 67628, AND THE DECLARATION OF REALLOCATED RESPONSIBILITIES BY SAID BANK, TRUST NO. 67628, RECORDED JANUARY 22, 1990 AS DOCUMENT NO. 90032064 AND RERECORDED JUNE 21, 1990 AS DOCUMENT 20294365 OVER CERTAIN PREMISES LYING EASTERLY OF AND ADJONING PARCELS 2, 3 AND 4 AND OVER THOSE PORTIONS OF PARCEL 1 AS MORE PARTICULARLY DESCRIBED IN EXHIBIT 3 AND DEPICTED ON EXHIBIT 4 TO SAID DECLARATION.

PARCEL 8:

EASEMENT FOR THE BENEFIT OF A PORTION OF PARCEL 1 FOR USING A THEN EXISTING COMBINED SANITARY AND STORM LINE (THE CM LINE) AS DESCRIBED THEREIN, AS CREATED BY THE SEWER LINE EASEMENT AGREEMENT AND CONSENTS DATED MAY 31, 1989 AND RECORDED SEPTEMBER 25, 1989 AS DOCUMENT NO. 89451702 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST CO. 67628, AND SAID BANK, TRUST NO. 102624-00 AND THE DECLARATION OF REALLOCATED SEWER LINE RESPONSIBILTIES AND ESTABLISHMENT OF ADDITIONAL SEWER LINE EASEMENTS LINE BY SAID BANK, TRUST NO. 6728, RECORDED JANUARY 22, 1990 AS DOCUMENT NO. 90032065 AND RERECORDED JUNE 21, 1990 AS DOCUMENT 90294364 OVER CERTAIN PREMISES LYING SOUTHERLY OF AND ADJOINING PARCEL 1 AS MORE PARTICULARLY DESCRIBED IN EXHIBIT 3 AND DEEPICTED ON EXHIBIT 4 TO SAID DECLARATION. THE BENEFITTED PORTION OF PARCEL 1 IS NORE PARTICULARLY DESCRIBED IN EXHIBIT 5 AND DEPICTED ON EXHIBIT 6 TO SAID DECLARATION.

PARCEL 9:

EASEMENT FOR THE BENEFIT OF PARCELS 2, 3, AND 4 FOR (i) USING A THEN EXISTING COMBINED SANITARY AND STORM SEWER LINE (THE CM LINE) AS DESCRIBED THEREIN, AS CREATED BY THE SEWER LINE EASEMENT AGREEMENT AND CONSENTS DATED MAY 31, 1989 AND RECORDED SEPTEMBER 25, 1989 AS DOCUMENT NO. 89451702 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST NO. 67628, AND SAID BANK, TRUST NO. 102624-00, OVER CERTAIN PREMISES LYING EASTERLY OF PARCELS 2, 3 AND 4 AS MORE PARTICULARLY DESCRIBED IN EXHIBIT 3 AND DEPICTED ON EXHIBIT 4 TO SAID DECLARARTION; AND (ii) USING THEN EXISTING STORM OR SANITARY SEWER LINES (SERVICE LINE EASEMENTS NOS. 1, 2, 3, 4 AND 5) AS DESCRIBED THEREIN, AS CREATED BY DECLARATION OF REALLOCATED SEWER LINE RESPONSIBILITIES AND ESTABLISHMENT OF ADDITIONAL SEWER LINE EASEMENT BY SAID BANK TRUST NO. 67628, RECORDED JANUARY 22, 1988 AS DOCUMENT NO. 90032065 AND RERECORDED JUNE 21, 1990 AS DOCUMENT 90294364.

PARCEL 10:

EASEMENTS FOR THE BENEFIT OF PARCELS 2, 3 AND 4 (TAKEN AS A TRACT) FOR WATER LINES, AS CREATED BY THE WATER LINE EASMENT AGREEMENT AND CONSENTS DATED SEPTEMBER 30, 1989 AND RECORDED NOVEMBER 9, 1989 AS DOCUMENT NO. 89534482 MADE BY AND BETWEEN AMERICAN NATIONAL BANK

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AND TRUST COMPANY OF CHICAGO, TRUST NO. 102624-00, AND SAID BANK, TRUST NO. 67628, AND THE FIRST AMENDMENT TO WATER LINE EASEMENT AGREEMENT RECORDED JANUARY 22, 1990 AS DOCUMENT NO. 90032066 BY SAID BANK, TRUST NO. 102624-00 AND 67628, OVER THOSE PARTS OF PARCEL 1 DESCRIBED IN EXHIBIT 3 AND 7 AND DEPICTED ON EXHIBIT 4 TO SAID DECLARATION AS WATER LINE EASEMENTS NO. 1 AND 2.

PARCEL 11:

EASMENT FOR THE BENEFIT OF PARCEL 3 AND 4 (TAKEN AS A TRACT) FOR PEDESTRAIN AND VEHICULAR ACCESS FROM CICERO AVENUE, AS CREATED BY THE ACCESS EASEMENT AGREEMENT DATED JANUARY 18, 1990 AND RECORDED JANUARY 24, 1990 AS DOCUMENT NO. 90039220 MADE BY AND BETWEEN C.M. COMPLEX JOINT VENTURE AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, TRUST NO. 67628, OVER THE PREMISES DESCRIBED IN EXHIBIT F TO THE AGREEMENT.

COMMONLY KNOWN AS:

4601-4779 WEST CERMAK ROAD, CICERO, ILLINOIS
2201-2337 SOUTH CICERO AVENUE, CICERO, ILLINOIS

PIN NOS.:

16-27-100-015-0000
16-27-100-016-0000
16-27-100-017-0000
16-27-100-018-0000
16-27-100-019-0000
16-27-100-020-0000
16-27-100-021-0000
16-27-100-022-0000
16-27-100-023-0000
16-27-100-024-0000
16-27-100-025-0000

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EXHIBIT B

DESCRIPTION OF BENEFITED PROPERTIES

1
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16

1. Store No. 1699, 3240 W Roosevelt Rd., Chicago, IL 60612, at the northwest corner of Rossevelt Rd. and Kedzie Ave.
2. Store No. 3071, 7401 W. 25TH St., North Riverside, IL 60546, at the corner of Cermak Rd. and Harlem Ave.
3. Store No. 1124, 259 Lake St., Oak Park, IL 60302, at the corner of Lake St. and Lombard Ave.
4. Store No. 1098, 5829 S. Archer, Chicago, IL 60638, at the corner of Archer Ave. and Central Ave.
5. Store No. 1100, 3145 E. Ashland Ave., Chicago, IL 60608, at the corner of Archer Ave. and Ashland Ave.

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September 30, 2005

Via Federal Express

Dominick's Finer Foods, LLC
711 Jorie Boulevard, M^c 4000
Oak Brook, IL 60523-2246
Attn: Real Estate Department

Re: Conditional Termination of Lease Agreement ("Agreement") dated June 16, 2005 by and among LaSalle Bank National Association, as successor trustee of American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated May 26, 1987 and known as Trust No. 102624-00 ("Landlord"), Hawthorne Partners, an Illinois general partnership, and Dominick's Finer Foods, LLC, a Delaware limited liability company ("Tenant")

Dear Sir or Madam:

This letter is written on behalf of Landlord in connection with the Agreement. All capitalized terms used in this letter which are not otherwise defined are intended to have the meanings given to them in the Agreement. I am writing to notify you of the satisfaction of the Landlord Condition. Lender has approved the termination of the Lease. Our calculation of the Termination Fee, assuming an Effective Date of October 5, 2005, is attached. Wire transfer instructions for the Termination Fee are attached hereto. I am also enclosing an execution copy of the Use Restriction. If you forward to us three counterparts of the Use Restriction executed by Tenant, we will record it with the Recorder of Deed of Cook County, Illinois. In turn, if you prefer to make the recordation yourself, please let me know and I will forward to you three counterparts of the document executed by Landlord.

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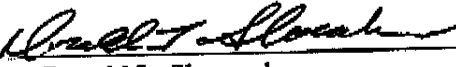
LASALLE BANK NATIONAL ASSOCIATION,
as successor trustee of American National Bank and
Trust Company of Chicago as Trustee under Trust
Agreement dated May 26, 1987 and known as Trust
No. 102624-00

By: HAWTHORNE PARTNERS, an Illinois
general partnership

Its: Sole Beneficiary

By: DLS, Inc.

Its: General Partner

By: 

Name: Donald L. Shoemaker

Its: President

Enclosures

cc: Jonathan Dion
Denise Roman (via facsimile)

CH01/12442807.1