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JPMORGAN CHASE BANK, N.A.
(Lender)

Doc#: 0605212165 Fee: \$58.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/21/2006 04:43 PM Pg: 1 of 18

- and -

ATL LOGISTICS WAREHOUSE MANAGEMENT SERVICES, INC.
(Tenant)

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

Dated: February 1, 2006

Location: 6600 River Road
Hodgkins, Illinois

PIN#: 18-22-200-018-000
18-22-304-021-000
18-22-304-010-000
18-22-304-007-000
18-22-304-004-000

County: Cook County

PREPARED BY AND UPON
RECORDATION RETURN TO:

Messrs. Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, New York 10281
Attention: Fredric L. Altschuler, Esq.

File No.: 49797.063

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made as of the 1st day of February, 2006 by and between **JPMORGAN CHASE BANK, N.A.**, a banking association chartered under the laws of the United States of America, having an address at 270 Park Avenue, New York, New York 10017-2014 ("Lender") and **APL LOGISTICS WAREHOUSE MANAGEMENT SERVICES, INC.** (formerly known as GATX Logistics, Inc.) a Florida corporation, having an address at 1111 Broadway, Oakland, California 94607 ("Tenant").

RECITALS:

A. Lender has made a loan to Landlord (defined below), which Loan is given pursuant to the terms and conditions of that certain Amended and Restated Loan Agreement dated as of February 1, 2006, between Lender and Landlord (the "Loan Agreement"). The Loan is evidenced by those certain Notes (as defined in the Loan Agreement) and secured by a certain Mortgage (as defined in the Loan Agreement), which encumbers, inter alia, the fee estate of Landlord in certain premises described in Exhibit A attached hereto (the "Property");

B. Tenant occupies a portion of the Property under and pursuant to the provisions of a certain Lease Agreement dated October 31, 1994, as amended by that certain Lease Amendment dated May 4, 1999 and that certain Second Lease Amendment dated September 30, 2004 (collectively known as the "Lease") between CenterPoint Properties Trust as landlord (the "Landlord") and Tenant as tenant; and

C. Tenant has agreed to subordinate the Lease to the Mortgage and to the lien thereof and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

AGREEMENT:

For good and valuable consideration, Tenant and Lender agree as follows:

1. Subordination. Tenant agrees that the Lease and all of the terms, covenants and provisions thereof and all rights, remedies and options of Tenant thereunder are and shall at all times continue to be subject and subordinate in all respects to the Mortgage and to the lien thereof and all terms, covenants and conditions set forth in the Mortgage and the Loan Agreement including without limitation all renewals, increases, modifications, spreaders, consolidations, replacements and extensions thereof and to all sums secured thereby with the same force and effect as if the Mortgage and Loan Agreement had been executed, delivered and (in the case of the Mortgage) recorded prior to the execution and delivery of the Lease.

2. Non-Disturbance. Lender agrees that if any action or proceeding is commenced by Lender for the foreclosure of the Mortgage or the sale of the Property, Tenant shall not be named as a party therein unless such joinder shall be required by law, provided,

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however, such joinder shall not result in the termination of the Lease or disturb the Tenant's possession or use of the premises demised thereunder, and the sale of the Property in any such action or proceeding shall be made subject to all rights of Tenant under the Lease except as set forth in Section 3 below, provided that at the time of the commencement of any such action or proceeding or at the time of any such sale or exercise of any such other rights (a) the term of the Lease shall have commenced pursuant to the provisions thereof, (b) Tenant shall be in possession of the premises demised under the Lease, (c) the Lease shall be in full force and effect and (d) Tenant shall not be in default under any of the terms, covenants or conditions of the Lease or of this Agreement on Tenant's part to be observed or performed beyond the expiration of any applicable notice or grace periods.

3. Attornment. Lender and Tenant agree that upon the conveyance of the Property by reason of the foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or otherwise, the Lease shall not be terminated or affected thereby (at the option of the transferee of the Property (the "Transferee") if the conditions set forth in Section 2 above have not been met at the time of such transfer) but shall continue in full force and effect as a direct lease between the Transferee and Tenant upon all of the terms, covenants and conditions set forth in the Lease and in that event, Tenant agrees to attorn to the Transferee and the Transferee shall accept such attornment, and the Transferee shall not be (a) obligated to complete any construction work required to be done by Landlord pursuant to the provisions of the Lease or to reimburse Tenant for any construction work done by Tenant, (b) liable (i) for Landlord's failure to perform any of its obligations under the Lease to the extent accrued prior to the date on which the Transferee shall become the owner of the Property; provided, Transferee shall be liable to Tenant for any such pre-existing default by Landlord under the Lease solely to the extent that such default continues unremedied following such foreclosure or sale, or (ii) for any act or omission of Landlord, whether prior to or after such foreclosure or sale, (c) required to make any repairs to the Property or to the premises demised under the Lease required as a result of fire, or other casualty or by reason of condemnation unless the Transferee shall be obligated under the Lease to make such repairs and shall have received sufficient casualty insurance proceeds or condemnation awards to finance the completion of such repairs, (d) required to make any capital improvements to the Property or to the premises demised under the Lease which Landlord may have agreed to make, but had not completed, or to perform or provide any services not related to possession or quiet enjoyment of the premises demised under the Lease, (e) subject to any offsets, defenses, abatements or counterclaims which shall have accrued to Tenant against Landlord prior to the date upon which the Transferee shall become the owner of the Property, (f) liable for the return of rental security deposits, if any, paid by Tenant to Landlord in accordance with the Lease unless such sums are actually received by the Transferee, (g) bound by any payment of rents, additional rents or other sums which Tenant may have paid more than one (1) month in advance to any prior Landlord unless (i) such sums are actually received by the Transferee or (ii) such prepayment shall have been expressly approved of by the Transferee, (h) bound to make any payment to Tenant which was required under the Lease, or otherwise, to be made prior to the time the Transferee succeeded to Landlord's interest, (i) bound by any agreement amending or modifying the Lease in a manner adverse to the interest of Transferee, as reasonably determined by Transferee, or terminating the Lease without Transferee's prior written consent prior to the time that Transferee succeeded to Landlord's interest or (j) bound by any assignment of the Lease or sublease of the Property, or any portion thereof, made prior to the

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time the Transferee succeeded to Landlord's interest other than if pursuant to the provisions of the Lease.

4. Notice to Tenant. After notice is given to Tenant by Lender that the Landlord is in default under the Note and the Mortgage and that the rentals under the Lease should be paid to Lender pursuant to the terms of the assignment of leases and rents executed and delivered by Landlord to Lender in connection therewith, Tenant shall thereafter pay to Lender or as directed by the Lender, all rentals and all other monies due or to become due to Landlord under the Lease and Landlord hereby expressly authorizes Tenant to make such payments to Lender and hereby releases and discharges Tenant from any liability to Landlord on account of any such payments.

5. Lender's Consent. Tenant shall not, without obtaining the prior written consent of Lender: (a) enter into any agreement amending or modifying the Lease in a manner adverse to the interests of Transferee, as reasonably determined by Transferee, or terminating the Lease (b) prepay any of the rents, additional rents or other sums due under the Lease for more than one (1) month in advance of the due dates thereof, (c) voluntarily surrender the premises demised under the Lease or terminate the Lease without cause or shorten the term thereof, or (d) assign the Lease or sublet the premises demised under the Lease or any part thereof other than pursuant to the provisions of the Lease; and any such amendment, modification, termination, prepayment, voluntary surrender, assignment or subletting, without Lender's prior consent, shall not be binding upon Lender.

6. Lender to Receive Notices. Tenant shall provide Lender with copies of all written notices of default sent to Landlord pursuant to the Lease simultaneously with the transmission of such notices of default to the Landlord. Tenant shall notify Lender of any default by Landlord under the Lease which would entitle Tenant to cancel the Lease or to an abatement of the rents, additional rents or other sums payable thereunder, and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation thereof or of such an abatement shall be effective unless Lender shall have received notice of default giving rise to such cancellation or abatement and shall have failed within thirty (30) days (or such number of days notice and opportunity to cure to be given to Landlord under the Lease, if longer) after receipt of such notice to cure such default, or if such default cannot be cured within thirty (30) days (or such number of days notice and opportunity to cure to be given to Landlord under the Lease, if longer), shall have failed within thirty (30) days (or such number of days notice and opportunity to cure to be given to Landlord under the Lease, if longer) after receipt of such notice to commence and thereafter diligently pursue any action necessary to cure such default.

7. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged by the recipient thereof and confirmed by telephone by sender, (ii) one (1) Business Day (hereinafter defined) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

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If to Tenant: APL Logistics Warehouse Management Services, Inc.
1111 Broadway
Oakland, California 94607
Attn: Vice President and General Counsel

with a copy to: CB Richard Ellis, Inc.
110-110th Ave. NE, Suite 100
Bellvue, WA 98004
Attn: Cathy Thomsen

If to Lender: JPMorgan Chase Bank
c/o ARCap Servicing, Inc.
5605 N. MacArthur Blvd, Suite 950
Irving, TX 75038
Attention: Clyde Greenhouse - Director of Administration
Phone: (972) 580-1688 x343
Facsimile No.: (972) 580-3888

with a copy to: Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, New York 10281
Attention: Fredric L. Altschuler, Esq.
Facsimile No.: (212) 504-6666

or addressed as such party may from time to time designate by written notice to the other parties. For purposes of this Section, the term "Business Day" shall mean a day on which commercial banks are not authorized or required by law to close in New York, New York.

Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

8. Joint and Several Liability. If Tenant consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Agreement shall be binding upon and inure to the benefit of Lender and Tenant and their respective successors and assigns.

9. Definitions. The term "Lender" as used herein shall include the successors and assigns of Lender and any person, party or entity which shall become the owner of the Property by reason of a foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or otherwise. The term "Landlord" as used herein shall mean and include the present landlord under the Lease and such landlord's predecessors and successors in interest under the Lease, but shall not mean or include Lender. The term "Property" as used herein shall mean the Property, the improvements now or hereafter located thereon and the estates therein encumbered by the Mortgage.

10. No Oral Modifications. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

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11. Governing Law. This Agreement shall be deemed to be a contract entered into pursuant to the laws of the State where the Property is located and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State where the Property is located.
12. Inapplicable Provisions. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.
13. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.
14. Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.
15. Transfer of Loan. Lender may sell, transfer and deliver the Note and assign the Mortgage, this Agreement and the other documents executed in connection therewith to one or more investors in the secondary mortgage market ("Investors"). In connection with such sale, Lender may retain or assign responsibility for servicing the loan, including the Note, the Mortgage, this Agreement and the other documents executed in connection therewith, or may delegate some or all of such responsibility and/or obligations to a servicer including, but not limited to, any subservicer or master servicer, on behalf of the Investors.
16. Further Acts. Tenant will, at the reasonable cost of Landlord, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts and assurances as Lender shall, from time to time, require, for the better assuring and confirming unto Lender the property and rights hereby intended now or hereafter to be, or for carrying out the intention or facilitating the performance of the terms of this Agreement or for filing, registering or recording this Agreement, or for complying with all applicable laws.
17. Limitations on Lender's Liability. Tenant acknowledges that Lender is obligated only to Landlord to make the Loan upon the terms and subject to the conditions set forth in the Loan Agreement. In no event shall Lender or any purchaser of the Property at foreclosure sale or any grantee of the Property named in a deed-in-lieu of foreclosure, nor any heir, legal representative, successor, or assignee of Lender or any such purchaser or grantee (collectively the Lender, such purchaser, grantee, heir, legal representative, successor or assignee, the "Subsequent Landlord") have any personal liability for the obligations of Landlord under the Lease and should the Subsequent Landlord succeed to the interests of the Landlord under the Lease, Tenant shall look only to the estate and property of any such Subsequent Landlord in the Property for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money in the event of any default by any Subsequent Landlord as landlord under the Lease, and no other property or assets of any

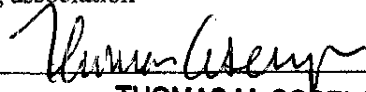
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Subsequent Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to the Lease; provided, however, that the Tenant may exercise any other right or remedy provided thereby or by law in the event of any failure by Subsequent Landlord to perform any such material obligation.

IN WITNESS WHEREOF, Lender and Tenant have duly executed this Agreement as of the date first above written.

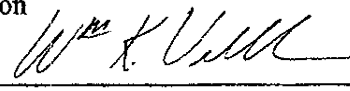
LENDER:

JPMORGAN CHASE BANK, N.A., a national banking association

By: 
Name: THOMAS M. COSENZA
Title: Vice President

TENANT:

APL LOGISTICS WAREHOUSE MANAGEMENT SERVICES, INC., a Florida corporation

By: 
Name: William K. Villalon
Title: President

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Subsequent Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to the Lease; provided, however, that the Tenant may exercise any other right or remedy provided thereby or by law in the event of any failure by Subsequent Landlord to perform any such material obligation.

IN WITNESS WHEREOF, Lender and Tenant have duly executed this Agreement as of the date first above written.


LENDER:

JPMORGAN CHASE BANK, N.A., a national banking association

By: _____
Name: _____
Title: _____

TENANT:

APL LOGISTICS WAREHOUSE MANAGEMENT SERVICES, INC., a Florida corporation

By: 
Name: William K. Villalon
Title: President

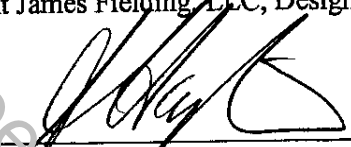
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The undersigned accepts and agrees to the provisions of Section 4 hereof:

LANDLORD:

CJF2 LLC,
a Delaware limited liability company

By: ~~CenterPoint James Fielding LLC, Designated Manager~~

By: 
Name: Adrian Harrington
Title: Vice President

By: 
Name: Adrienne Parkinson
Title: Assistant Secretary

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ACKNOWLEDGMENTS

STATE OF NY

COUNTY OF NY

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Thomas M. Cosenga, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Vice President of JP Morgan Chase Bank, N.A., appeared before me and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1 day of February, 2006.



Notary Public

My Commission Expires:

HERNAN BENITEZ
Notary Public, State of New York
No. 01BE6080539
Qualified in Queens County
Commission Expires September 16, 2006

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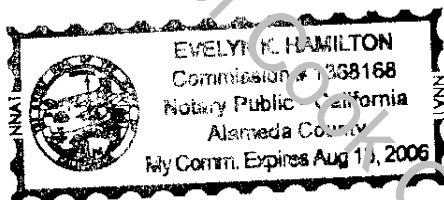
Acknowledgment

State of California }
County of Alameda } §

On 1/20/2006 before me, **Evelyn K. Hamilton**, Notary Public, personally appeared **William K. Villalon**, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Seal:



Evelyn K. Hamilton
Evelyn K. Hamilton, Notary Public

OPTIONAL

Though the data below is not required by Law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIM BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- ATTORNEY-IN-FACT GENERAL
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

*Subordination, Non-Disturbance and Attornment Agreement
Between JPMorgan Chase Bank, N.A. &
APL Logistics Warehouse Management Services, Inc.*

TITLE OR TYPE OF DOCUMENT

16
NUMBER OF PAGES

February 1, 2006

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

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ACKNOWLEDGEMENT

State of Illinois *New South Wales*
Australia
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Adrienne Parkinson and Adrian Harrington, Assistant Secretary and Vice President, respectively, of CenterPoint James Felding, LLC, the sole member of CJF3 LLC, a Delaware limited liability company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth herein.

Given under my hand and official seal, this 24th day of January 2006.

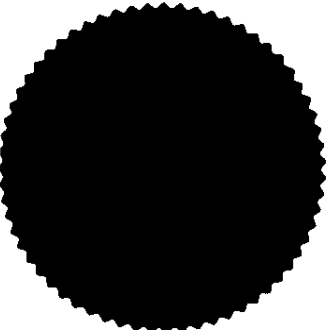
NOTARY PUBLIC

T. Somerville

TIMOTHY DONALD SOMERVILLE
Notary Public

(Type in full name of Notary Public)

My commission expires: *is permanent*



APL Logistics
6600 River Rd., Hodgkins, IL

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EXHIBIT A

LEGAL DESCRIPTION **6600 River Road, Hodgkins, IL**

PARCEL 1:

THAT PART OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, INCLUDED WITHIN A PARCEL OF LAND WHICH IS LOCATED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 981.57 FEET TO A POINT ON SAID NORTH LINE, 150 FEET SOUTHEASTERLY OF AND MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE WEST BOUND MAIN TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG A LINE 150 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL TO SAID CENTERLINE OF WEST BOUND MAIN TRACK, AND FORMING AN ANGLE OF 56 DEGREES 02 MINUTES 00 SECONDS TO THE SOUTHWEST FROM SAID SECTION LINE, A DISTANCE OF 1839.03 FEET TO THE POINT OF BEGINNING FOR SAID HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUING SOUTHWESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 160.00 FEET TO THE MOST NORTHERLY CORNER OF THE PROPERTY CONVEYED TO COUZENS WAREHOUSE AND DISTRIBUTORS, INC. BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JULY 13, 1972 AS DOCUMENT NUMBER 21980477; THENCE SOUTHEASTWARDLY ALONG THE NORTHEASTERLY LINE OF SAID PROPERTY CONVEYED TO COUZENS WAREHOUSE AND DISTRIBUTORS, INC. SAID NORTHEASTERLY LINE BEING A LINE PERPENDICULAR TO THE CENTERLINE OF SAID WEST BOUND MAIN TRACK, A DISTANCE OF 576.87 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF RIVER ROAD 80 FEET WIDE, AS DEDICATED BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON DECEMBER 2, 1970 AS DOCUMENT 21332308; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF RIVER ROAD A DISTANCE OF 160.05 FEET TO AN INTERSECTION WITH A LINE WHICH IS PERPENDICULAR TO THE CENTERLINE OF SAID WEST BOUND MAIN TRACK AND WHICH PASSES THROUGH THE HEREIN DESCRIBED POINT OF BEGINNING, AND THENCE NORTHWESTWARDLY ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 572.81 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. INCLUDED WITHIN A PARCEL OF LAND WHICH IS LOCATED AND DESCRIBED AS FOLLOWS:

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COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 981.57 FEET TO A POINT IN SAID NORTH LINE 150 FEET SOUTHEASTERLY OF AND MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF THE WEST BOUND MAIN TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG A LINE 150 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL TO SAID CENTERLINE OF THE WEST BOUND MAIN TRACK AND FORMING AN ANGLE OF 56 DEGREES 02 MINUTES TO THE SOUTHWEST FROM SAID SECTION LINE, A DISTANCE OF 3024.03 FEET TO THE MOST NORTHERLY CORNER OF THE PROPERTY CONVEYED TO FREEWAY REALTY COMPANY, DALLAS BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MARCH 24, 1969 AS DOCUMENT NUMBER 20790107; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE (ALONG THE NORTHEASTERLY LINE OF SAID PROPERTY CONVEYED TO FREEWAY REALTY COMPANY, DALLAS) A DISTANCE OF 25.80 FEET TO A POINT OF BEGINNING FOR SAID HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 41.50 FEET TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 613.105 FEET, A DISTANCE OF 138.04 FEET TO A POINT OF REVERSE CURVE; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 594.505 FEET, A DISTANCE OF 59.04 FEET MORE OR LESS TO A POINT ON SAID HEREINABOVE DESCRIBED PARALLEL LINE WHICH POINT IS 2787.54 FEET MEASURED ALONG SAID PARALLEL LINE SOUTHWEST FROM THE POINT OF INTERSECTION OF SAID PARALLEL LINE WITH THE NORTH LINE OF SECTION 22; THENCE NORTHEASTWARDLY ALONG SAID PARALLEL LINE (BEING 150 FEET MEASURED PERPENDICULARLY SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK), A DISTANCE OF 367.90 FEET; THENCE SOUTHWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 594.50 FEET A DISTANCE OF 76.34 FEET TO A POINT WHICH IS 164.41 FEET MEASURED PERPENDICULARLY SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 49.75 FEET TO A POINT WHICH IS 176.92 FEET MEASURED PERPENDICULARLY SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWESTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 613.10 FEET, A DISTANCE OF 155.87 FEET TO A POINT WHICH IS 196.63 FEET MEASURED PERPENDICULARLY SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK, THENCE SOUTHWESTWARDLY ALONG A LINE 196.63 FEET MEASURED PERPENDICULARLY SOUTHEASTERLY FROM AND PARALLEL WITH THE CENTERLINE OF SAID WESTBOUND MAIN TRACK, A DISTANCE OF 52.13 FEET TO AN INTERSECTION WITH A LINE WHICH IS 275 FEET MEASURED PERPENDICULARLY NORTHEASTERLY FROM AND PARALLEL WITH SAID NORTHEASTERLY LINE OF THE PROPERTY LINE OF THE PROPERTY CONVEYED TO FREEWAY REALTY COMPANY, DALLAS; THENCE SOUTHEASTWARDLY ALONG SAID PARALLEL LINE, A DISTANCE OF 549.09 FEET TO AN INTERSECTION WITH

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THE NORTHWESTERLY LINE OF RIVER ROAD; THENCE SOUTHWESTWARDLY ALONG SAID NORTHWESTERLY LINE OF RIVER ROAD (BEING A LINE 80 FEET MEASURED PERPENDICULARLY NORTHWESTERLY FROM AND PARALLEL WITH THE SOUTHEASTERLY LINE OF THE LANDS OF SANTA FE LAND IMPROVEMENT COMPANY, A DISTANCE OF 275.00 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID PROPERTY CONVEYED TO FREEWAY REALTY COMPANY, DALLAS; THENCE NORTHWESTWARDLY ALONG SAID NORTHEASTERLY PROPERTY LINE, A DISTANCE OF 570.85 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3

THAT PART OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN INCLUDED WITHIN A PARCEL OF LAND WHICH IS LOCATED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 981.57 FEET TO A POINT ON SAID NORTH LINE 150 FEET SOUTHEASTERLY OF AND MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE WEST BOUND MAIN TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD COMPANY; THENCE SOUTHWESTERLY ALONG A LINE 150 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL TO SAID CENTERLINE OF THE WEST BOUND MAIN TRACK, AND FORMING AN ANGLE OF 56 DEGREES 02 MINUTES TO THE SOUTHWEST FROM SAID SECTION LINE, A DISTANCE OF 1999.08 FEET TO A POINT OF BEGINNING FOR SAID HEREINAFTER PARCEL OF LAND; THENCE CONTINUING SOUTHWESTWARDLY ALONG SAID PARALLEL LINE, A DISTANCE OF 420.61 FEET TO THE MOST NORTHERLY CORNER OF THE PROPERTY CONVEYED TO COUZENS WAREHOUSE AND DISTRIBUTORS, INC. BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON APRIL 28, 1970 AS DOCUMENT NUMBER 21144828; THENCE SOUTHWARDLY ALONG THE SOUTHEASTERLY LINE OF SAID PROPERTY CONVEYED TO COUZENS WAREHOUSE AND DISTRIBUTORS INC. (SAID SOUTHEASTERLY PROPERTY LINE BEING HERE THE ARC OF A CIRCLE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 594.50 FEET), A DISTANCE OF 76.34 FEET TO A POINT WHICH IS 164.41 FEET, MEASURED PERPENDICULARLY SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWARDLY CONTINUING ALONG SAID PROPERTY LINE (WHICH IS HERE A STRAIGHT LINE), A DISTANCE OF 49.75 FEET TO A POINT WHICH IS 176.92 FEET MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWESTWARDLY CONTINUING ALONG SAID PROPERTY LINE (WHICH IS HERE THE ARC OF A CIRCLE, CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 613.10 FEET) A DISTANCE OF 155.87 FEET TO A POINT WHICH IS 196.63 FEET MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWESTWARDLY, CONTINUING ALONG SAID PROPERTY LINE (WHICH IS HERE A LINE 196.63 FEET, MEASURED PERPENDICULARLY,

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SOUTHEASTERLY FROM AND PARALLEL WITH THE CENTER LINE OF SAID WEST BOUND MAIN TRACK) A DISTANCE OF 52.13 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID PROPERTY CONVEYED TO COUZENS WAREHOUSE AND DISTRIBUTORS, INC. THENCE SOUTHEASTWARDLY ALONG SAID NORTHEASTERLY PROPERTY LINE (WHICH IS A LINE PERPENDICULAR TO THE CENTERLINE OF SAID WESTBOUND MAIN TRACK) A DISTANCE OF 549.09 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF RIVER ROAD, 80 FEET WIDE, AS DEDICATED BY THE INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON DECEMBER 2, 1970 AS DOCUMENT NUMBER 21332308; THENCE NORTHEASTWARDLY ALONG SAID NORTHWESTERLY LINE OF RIVER ROAD, A DISTANCE OF 8.40 FEET TO A DEFLECTION POINT IN SAID NORTHWESTERLY LINE; THENCE CONTINUING NORTHEASTWARDLY ALONG SAID NORTHWESTERLY LINE OF RIVER ROAD, DEFLECTING 1 DEGREES 15 MINUTES 37 SECONDS TO THE LEFT FROM THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 741.84 FEET TO AN INTERSECTION WITH A LINE WHICH IS PERPENDICULAR TO THE CENTERLINE OF SAID WESTBOUND MAIN TRACK AND WHICH PASSES THROUGH THE HEREIN DESCRIBED POINT OF BEGINNING; THENCE NORTHWESTWARDLY ALONG SAID PERPENDICULAR LINE A DISTANCE OF 576.87 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY MAKING AN ANGLE TO THE LEFT OF 89 DEGREES 55 MINUTES 33 SECONDS WITH THE LAST DESCRIBED COURSE PROLONGATED, A DISTANCE OF 371.72 FEET; THENCE SOUTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 193 FEET, THE LAST DESCRIBED COURSE BEING TANGENT THERETO, A DISTANCE OF 151.58 FEET; THENCE EASTERLY TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 65.4 FEET, THENCE EASTERLY ON THE ARC OF CURVE TO THE RIGHT HAVING A RADIUS OF 161.24 FEET, THE LAST DESCRIBED COURSE BEING TANGENT THERETO, A DISTANCE OF 105.29 FEET TO A POINT IN THE SOUTHEASTERLY PROPERTY LINE OF SAID RAILWAY COMPANY; SAID POINT BEING 472.57 FEET SOUTHWESTERLY OF THE CENTER OF SAID SECTION 22 MEASURED ALONG THE SOUTHEASTERLY PROPERTY LINE OF SAID RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY PROPERTY LINE MAKING AN ANGLE TO THE RIGHT OF 97 DEGREES 20 MINUTES 12 SECONDS WITH THE TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 50.60 FEET; THENCE WESTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 111.24 FEET; THE TANGENT TO SAID CURVE MAKING AN ANGLE TO THE RIGHT OF 79 DEGREES 19 MINUTES 53 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 65.4 FEET; THENCE NORTHWESTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 243 FEET, THE LAST DESCRIBED COURSE BEING TANGENT THERETO, A DISTANCE OF 190.85 FEET; THENCE NORTHWESTERLY TANGENT TO THE LAST DESCRIBED COURSE A DISTANCE OF 371.66 FEET MORE OR LESS TO A POINT 180 FEET SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID WESTBOUND MAIN TRACK; THENCE NORTHEASTERLY ON A LINE 180 FEET SOUTHEASTERLY OF NORMALLY DISTANT FROM AND PARALLEL WITH THE CENTERLINE OF SAID WESTBOUND MAIN

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TRACK A DISTANCE OF 50 FEET TO THE TRUE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENTS IN FAVOR OF PARCEL 4 FOR INGRESS AND EGRESS RESERVED IN THAT CERTAIN WARRANTY DEED DATED AUGUST 21, 1953 AND RECORDED JUNE 9, 1955 AS DOCUMENT 16285385, OVER AND UNDER THE FOLLOWING DESCRIBED PREMISES TO WIT:

ALL THAT PART OF THE WEST 1/2 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 341.17 FEET TO A POINT IN THE CENTERLINE OF THE WEST BOUND MAIN TRACK OF THE ATCHISION, TOPEKA AND SANTA FE RAILWAY COMPANY AT ITS MILE POST 14 PLUS 3140.2 FEET; THENCE CONTINUING EAST ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 217.11 FEET TO A POINT WHICH IS 180 FEET SOUTHEASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWESTERLY ON A LINE 180 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL WITH THE CENTERLINE OF SAID WESTBOUND MAIN TRACK A DISTANCE OF 184.64 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY MAKING AN ANGLE TO THE LEFT OF 89 DEGREES 55 MINUTES 32 SECONDS WITH THE LAST DESCRIBED COURSE PROLONGATED, A DISTANCE OF 371.72 FEET; THENCE SOUTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 193 FEET THE LAST DESCRIBED COURSE BEING TANGENT THERETO, A DISTANCE OF 151.08 FEET; THENCE EASTERLY TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 65.4 FEET, THENCE EASTERLY ON THE ARC OF CURVE TO THE RIGHT HAVING A RADIUS OF 161.24 FEET, THE LAST DESCRIBED COURSE BEING TANGENT THERETO, A DISTANCE OF 105.29 FEET TO A POINT IN THE SOUTHEASTERLY PROPERTY LINE OF SAID RAILWAY COMPANY; SAID POINT BEING 472.57 FEET SOUTHWESTERLY OF THE CENTER OF SAID SECTION 22 MEASURED ALONG THE SOUTHEASTERLY PROPERTY LINE OF SAID RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY PROPERTY LINE MAKING AN ANGLE TO THE RIGHT OF 97 DEGREES 20 MINUTES 12 SECONDS WITH THE TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 50.60 FEET; THENCE WESTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 111.24 FEET; THE TANGENT TO SAID CURVE MAKING AN ANGLE TO THE RIGHT OF 79 DEGREES 19 MINUTES 53 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 65.4 FEET; THENCE NORTHWESTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 243 FEET, THE LAST DESCRIBED COURSE BEING TANGENT THERETO, A DISTANCE OF 190.85 FEET; THENCE NORTHWESTERLY TANGENT TO THE LAST DESCRIBED COURSE A DISTANCE OF 371.66 FEET MORE OR LESS TO A POINT 180 FEET SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLES TO THE

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CENTERLINE OF SAID WESTBOUND MAIN TRACK; THENCE NORTHEASTERLY ON A LINE 180 FEET SOUTHEASTERLY OF NORMALLY DISTANT FROM AND PARALLEL WITH THE CENTERLINE OF SAID WESTBOUND MAIN TRACK A DISTANCE OF 50 FEET TO THE TRUE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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