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INDENTURE OF MORTGAGE, SECURITY AGREEMENT, FUJANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF LEASES, RENTS AND SECURITY DEPOSITS

Dated as of October 1998

by and from

D17769847

ENVIROTEST ILLINOIS, INC.,
Leving an address
c/o Environmental Systems Products, Inc.
7 Kripe: Road
East Granby, Connecticut 06026
as Mortgagor

to

CREDIT SUISSE FIRST BOSTON, AS COLLATERAL AGENT,

having an address
11 Madison Avenue
New York, New York 10010-3629
as Mortgagee

This instrument prepared and drafted by and after recording, return to:

Skadden, Arps, Slate, Meagher & Flom LLP
919 Third Avenue

New York, New York 10022-3897

Attention: Jay Sobel, Esq.

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INDENTURE OF MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF LEASES, RENTS AND SECURITY DEPOSITS

THIS INDENTURE OF MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF LEASES, RENTS AND SECURITY DEPOSITS (this "Mortgage") is dated as of October //____, 1998 by and from ENVIROTEST ILLINOIS, INC., a Delaware corporation ("Mortgagor"), whose address is c/o Environmental Systems Products, Inc., 7 Kripes Road, East Granby, Connecticut 06026, to CREDIT SUISSE FIRST BOSTON, as Collateral Agent in such capacity ("Collateral Agent.") for the Lenders listed in the Credit Agreement (defined below) and all successor Collateral Agents and assigns (Collateral Agent and all successor Collateral Agents, and assigns, "Mortgagee"), having an address at 11 Madison Avenue, New York, New York 10010-3629.

ARTICLE 1 DEFINITIONS

Section 1.1. <u>Definitions</u>. All capitalized terms used herein without definition shall have the respective meanings ascribed to them in that certain Credit Agreement dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>") by and among ENVIR ONMENTAL SYSTEMS PRODUCTS HOLD-INGS INC., a Delaware corporation, as borrower ('<u>Rorrower</u>"), EnviroSystems Corp., a Delaware corporation, the lenders listed on the signature pages thereof ("<u>Lenders</u>"), Credit Suisse First Boston ("<u>Credit Suisse</u>"), as administrative agent and collateral agent, DLJ Capital Funding, Inc., as the syndication agent, and Credit Suisse and Donaldson, Lufkin & Jenrette Securities Corporation, as the arrangers. As used herein, the following terms shall have the following meanings:

- (a) "CSFB": Credit Suisse First Boston (in its capacities as administrative agent, collateral agent and co-arranger under the Credit Agreement and as Mongagee hereunder,
- Borrower to CSFB and Lenders, the full and prompt repayment and performance of which has been unconditionally guaranteed by Mortgagor pursuant to that certain Subsidiary and Parent Guaranty dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, (the "Subsidiary Guaranty") from Mortgagor and the other guarantors listed therein in favor of CSFB and the Lenders: (a) principal indebtedness of Borrower to CSFB and the Lenders, together with interest thereon, under the Term A Loans, the Term B Loans, the Revolving Loans and the Swing Line Loans, as evidenced by the Term A Notes, the Term B Notes, the Revolving Notes and the Swing Line Notes (such Notes and any and all modifications, substitutions, extensions, renewals and replacements thereof are collectively referred to herein as the "Mortgage Notes") of even date herewith, and (b) other amounts evidenced or secured by, or

provided to be paid under, the Loan Documents, and (c) principal, interest and other amounts, including without limitation all reimbursement obligations in respect of Letters of Credit and all future or additional advances, which may hereafter be loaned by CSFB or the Lenders or any of them under or in connection with the Credit Agreement or any of the other Loan Documents, whether evidenced by a promissory note or other instrument which is intended to be secured hereby, (2) all other indebtedness and liabilities now or hereafter existing of any kind of Mortgagor to CSFB or the Lenders which is intended to be secured hereby, (3) the payment of all sums advanced pursuant to this Mortgage to protect and preserve the Mortgaged Property and the lien and the security interest created hereby, and (4) the payment of all sums advanced and costs and expenses incurred by CSFB or the Lenders in connection with the Indebtedness or any part thereof, any renewal, extension, or change of or substitution for the Indebtedness or any part thereof, or the acquisition or perfection of the security therefor, whether made or incurred at the request of Morgagor, CSFB or the Lenders. Pursuant to the Credit Agreement, the Lenders have agreed to provide Forrower with a revolving credit facility, which permits Borrower to borrow certain principal amounts, repay all or a portion of such principal amounts, and reborrow the amounts previously paid to the Lenders, all upon satisfaction of certain conditions stated in the Credit Agreement. The amount of such revolving credit facility may increase and decrease from time to time as the Lenders advance. Borrower repays, and the Lenders re-advance sums on account of the revolving credit, al as more fully described in the Credit Agreement. Additionally, pursuant to the Credit Agreement Rorrower will enter into Lender Interest Rate Agreements. The term "Indebtedness" includes outhout limitation all advances and re-advances under the revolving credit feature of the Credit Agreement and all amounts under the Lender Interest Rate Agreements.

THIS MORTGAGE SHALL CONTINUE TO SECURF THE ENTIRE INDEBTEDNESS UP TO A MAXIMUM PRINCIPAL AMOUNT OF FOUR HUNDRED THIRTY FIVE MILLION DOLLARS (\$435,000,000), UNTIL THE ENTIRE INDEBTEDNESS IS PAID IN FULL.

"Mortgaged Property": All of Mortgagor's traceest in (1) the fee interest (c) in the real properties generally identified on Schedule 1 attached hereto and incorporated herein by this reference and more particularly described in Exhibit A attached hereto and incorporated herein by this reference, together with any greater estate therein as hereafter may be acquired by Mortgagor (collectively, the "Land"), (2) all improvements now owned or hereafter acquired by Mortgagor, now or at any time situated, placed or constructed upon the Land (collectively, the "Improvements"; Mortgagor's right, title and interest in and to each distinct parcel or sets of parcels of Land together with the Improvements located thereon is herein called a "Property," and all such properties are herein collectively called the "Properties"), (3) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Mortgagor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities now owned or hereafter acquired by Mortgagor, whether or not situated in easements (the "Fixtures"), (4) all right, title and interest of Mortgagor in and to all goods, accounts, general intangibles, instruments, documents, chattel paper and all other personal

property of any kind or character, including such items of personal property as defined in the UCC (defined below), now owned or hereafter acquired by Mortgagor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to each Property (collectively, the "Personalty"), (5) all reserves, escrows or impounds required under the Credit Agreement and all deposit accounts maintained by Mortgagor with respect to the Mortgaged Property (the "Deposit Accounts"), (6) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person a possessory interest in, or the right to use, all or any part of each Property, together with all related security and other deposits (collectively, the "Leases"), (7) all of the rents, revenues, royalties, income, proceeds, profits, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from residing in, selling or otherwise enjoying each Property (collectively, the "Rents"), (8) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintonance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of each Property (collectively, the "Property Agreements"), (9) all rights, privileges, tenements, hereditaments, rights-of-way, casements, appendages and appurtenances appertaining to the foregoing, (10) all property tax refunds (the "Tax Refunds"), (11) all accessions, replacements and substitutions for any of the fore, toing and all proceeds thereof (the "Proceeds"), (12) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above Properties now or hereafter acquired by Mortgagor (the "Insurance"), and (13) all of Mortgagor's right, title and interest in and to any awards, damages, remunerations, reimbursements, settlements or compensation hereafter to be made by any governmental authority pertaining to any Land, Improvements, Fixtures or Fersonalty (the "Condemnation Awards"). As used in this Mortgage, the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

- (d) "Obligations": Mortgagor's obligations for the payment of the Indebtedness and the performance of the Other Obligations (defined herein).
- (e) "Other Obligations": All of the agreements, covenants, conditions, warranties, representations and other obligations of Mortgagor hereunder, under the Subsidiary Guaranty and under the Credit Agreement and the other Loan Documents.
- (f) "<u>UCC</u>": The Uniform Commercial Code of the State in which the Properties are located.

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ARTICLE 2 GRANT

Section 2.1. Grant. To secure the full and timely payment and performance of the Obligations, Mortgagor MORTGAGES, GRANTS, BARGAINS, ASSIGNS, SELLS and CONVEYS to Mortgagee, the Mortgaged Property, subject, however, to the Permitted Encumbrances and other Liens permitted pursuant to the Credit Agreement, TO HAVE AND TO HOLD the Mortgaged Property to Mortgagee, and, subject to the Permitted Encumbrances and other Liens permitted pursuant to the Credit Agreement, Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unito Mortgagee.

ARTICLE 3 WAPKANTIES, REPRESENTATIONS AND COVENANTS

Mortgagor warrants, represents and covenants to Mortgagee as follows:

Section 3.1. <u>Title to Mortgaged Property and Lien of this Instrument.</u>

Mortgagor owns the Mortgaged Property free and clear of any liens, claims or interests, except the Permitted Encumbrances and other Liens permitted pursuant to the Credit Agreement. This Mortgage creates a valid, enforceable First Priority Lien and security interest against the Mortgaged Property.

Section 3.2. First Lien Status. Mortgagor shall preserve and protect the first lien and security interest status of this Mortgage and the other Loan Documents. If any lien or security interest (other than the Permitted Encumbrances, other Liens permitted pursuant to the Credit Agreement or this Mortgage) is asserted against the Mortgaged Property, Mortgagor shall promptly, and at its expense, (a) give Mortgagee a detailed written rotice of such lien or security interest (including origin, amount and other terms), and (b) pay the underlying claim in full or take such other action so as to cause it to be released.

Section 3.3. <u>Payment and Performance</u>. Mortgagor shall pay the Indebtedness when due under the Loan Documents and perform the Other Obligations in till when they are required to be performed.

Section 3.4. Replacement of Fixtures. Mortgagor shall not, without the prior written consent of Mortgagee, permit any of the Fixtures or Personalty to be removed at any time from the Land or Improvements, unless the removed item is removed temporarily for maintenance and repair or, if removed permanently, is obsolete and is replaced by an article of equal or better suitability and value, owned by Mortgagor subject to the liens and security interests of this Mortgage and the other Loan Documents, and free and clear of any other lien or security interest

except such as may be permitted under the Credit Agreement or first approved in writing by Mortgagee.

Section 3.5. Inspection. Mortgagor shall permit CSFB, the Lenders and their respective agents, representatives and employees, upon reasonable prior notice to Mortgagor, to inspect the Mortgaged Property and all books and records of Mortgagor located thereon, and to conduct such environmental and engineering studies as CSFB or the Lenders may require, provided that such inspections and studies shall not materially interfere with the use and operation of the Mortgaged Property.

Section 3.6. Other Covenants. All of the covenants of Borrower in the Credit Agreement are incorporated herein by reference and, together with covenants in this Article 3, shall be covenants running with the land.

Condemnation Awards and Insurance Proceeds. Section 3.7.

- Concernation Awards. Mortgagor assigns all awards and compensation (a) to which it is entitled for any conten nation or other taking, or any purchase in lieu thereof, to Mortgagee, and authorizes Mortgagee to collect and receive such awards and compensation and to give proper receipts and acquittances therefor, subject to the terms of the Credit Agreement.
- Insurance Proceeds. Mortgagor assigns to Mortgagee, all of Mortgagor's (b) right, title and interest in all proceeds of any insurance policies insuring against loss or damage to the Mortgaged Property. Mortgagor authorizes Mortgagee to collect and receive such proceeds and authorizes and directs the issuer of each of such insurance policies to make payment for all such losses directly to Mortgagee, instead of to Mortgage, and Mortgagee jointly, except to the VI. -107450/F.C. extent provided otherwise in the Credit Agreement.

ARTICLE 4

[Intentionally Omitted]

ARTICLE 5 DEFAULT AND FORECLOSURE

- Section 5.1. Remedies. If an Event of Default exists, Mortgagee may, at Mortgagee's election, exercise any or all of the following rights, remedies and recourses:
- Acceleration. The Indebtedness shall automatically become immediately due and payable, if required by the Credit Agreement and in accordance with the Credit Agreement, or if the Credit Agreement does not require automatic acceleration, Mortgagee may declare the Indebtedness to be immediately due and payable, pursuant to and in accordance with the Credit Agreement, without further notice, presentment, protest, notice of intent to accelerate,

notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

- (b) Entry on Mortgaged Property. Enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto or located thereon. If Mortgagor remains in possession of the Mortgaged Property after an Event of Default and without Mortgagee's prior written consent, Mortgagee may invoke any legal remedies to dispossess Mortgagor.
- Operation of Mortgaged Property. Hold, lease, develop, manage, operate or otherwise use the Mortgaged Property upon such terms and conditions as Mortgagee may deem reasonable up der the circumstances (making such repairs, alternations, additions and improvements and aling other actions, from time to time, as Mortgagee deems necessary or desirable), and apply all Pents and other amounts collected by Mortgagee in connection therewith in accordance with the provisions of Section 5.7.
- Foreclosure and Sale. Institute proceedings for the complete foreclosure (d) of this Mortgage, either by judicial action or by power of sale, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels. With respect to any notices required or permitted under the UCC, Mortgagor agrees that five (5) days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings, power of sale, or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both it law and in equity against Mortgagor, and against all other Persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor. Mortgagee or any of the Lenders may be a purchaser at such sale and if Mortgagee is the highest bidder, Mortgagee may credit the portion of the purchase price that would be distributed to Mortgagee against the Indebtedness in lieu of paying cash. In the event this Mortgage is foreclosed by judicial action, appraisement of the Mortgaged Property is waived.
- (e) Receiver. Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Mortgagor or regard to the adequacy of the Mortgaged Property as security for the payment and performance of the Obligations, the appointment of a receiver of the Mortgaged Property, and Mortgagor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions of Section 5.7.

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- (f) Other. Exercise all other rights, remedies and recourses granted under the Loan Documents or otherwise available at law or in equity.
- Section 5.2. Separate Sales. The Mortgaged Property may be sold in one or more parcels and in such manner and order as Mortgagee in its sole discretion may elect; the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.
- Section 5.3. Remedies Cumulative, Concurrent and Nonexclusive. CSFB and the Lenders shall have all rights, remedies and recourses granted in the Loan Documents and available at law or equity (including the UCC), which rights (a) shall be cumulated and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor or others obligated under the Loan Documents, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of CSFB or the Lenders, (c) may be exercised as often as occasion therefor and arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by CSFB or the Lenders in the enforcement of any rights, remedies or recourses under the Loan Documents or otherwise at law or equity shall be deemed to cure any Event of Default.
- Section 5.4. Release cannot Resort to Collateral. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced by the Loan Documents or their status as a First Priority Lien and security interest in and to the Mortgaged Property. For payment of the Indebtedness, Mortgagee may resort to any other security in such order and manner as Mortgagee may elect.
- Section 5.5. Waiver of Redemption, Notice and Marshalling of Assets. To the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment, (b) except as provided in the Credit Agreement, all notices of any Event of Default or of Mortgagee's election to exercise of the actual exercise of any right, remedy or recourse provided for under the Loan Documents, and (c) any right to a marshalling of assets or a sale in inverse order of alienation.
- Section 5.6. <u>Discontinuance of Proceeding</u>. If CSFB or the Lenders shall have proceeded to invoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, CSFB or the Lenders shall have the unqualified right to do so and, in such an event, Mortgagor and CSFB or the Lenders shall be restored to their former positions with respect to the Indebtedness, the Other Obligations, the Loan Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses

and powers of CSFB or the Lenders shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of CSFB or the Lenders thereafter to exercise any right, remedy or recourse under the Loan Documents for such Event of Default.

- Section 5.7. <u>Application of Proceeds</u>. The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of, the Mortgaged Property shall be applied by Mortgagee (or the receiver, if one is appointed) in the following order unless otherwise required by applicable law:
- (a) to the payment of the reasonable costs and expenses of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving and selling the same, including, without limitation (1) receiver's fees and expenses, including the repayment of the amounts evidenced by any receiver's certificates, (2) court costs, (3) attorneys' and accountants' fees and expenses, and (4) costs of advertisement;
- (b) to the payment and performance of the Obligations, as provided in subsection 2.4D of the Credit Agreen ent; and
 - (c) the balance, if any, to the payment of the Persons legally entitled thereto.

Property or any part thereof in accordance with Section 5.1(d) will divest all right, title and interest of Mortgagor in and to the property sold. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Mortgagor retains possession of such property or any part thereof subsequent to such sale, Mortgagor will be considered a tenant at sufferance of the purchaser, and will, it Mortgagor remains in possession after demand to remove, be subject to eviction and removal, forcious or otherwise, with or without process of law.

Section 5.9. Additional Advances and Disbursements; Costs of Enforce-

the right, but not the obligation, to cure such Event of Default in the name and on behalf of Mortgagor. All reasonable sums advanced and reasonable expenses incurred at any time by CSFB or any Lender under this Section 5.9, or otherwise under this Mortgage or any of the other Loan Documents or applicable law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the rate or rates at which interest is then computed on the Indebtedness, and all such sums, together with interest thereon, shall be secured by this Mortgage.

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(b) Mortgagor shall pay all expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Mortgage and the other Loan Documents, or the enforcement, compromise or settlement of the Indebtedness or the Other Obligations or any claim under this Mortgage and the other Loan Documents, and for the curing thereof, or for defending or asserting the rights and claims of CSFB or the Lenders in respect thereof, by litigation or otherwise.

Section 5.10. No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Article 5, the assignment of the Rents and Leases under Article 6, the security interests under Article 7, nor any other remedies afforded to CSFB or the Lenders under the Loan Documents, at law or in equity shall cause CSFB or any Lender to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate CSFB or any Lender to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

ARTICLE 6 ASSIGNMENT OF RENTS AND LEASES

Section 6.1. Assignment. In furtherance of and in addition to the assignment made by Mortgagor in Section 2.1 of this Mortgage, Mortgagor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Mortgagee, all of its right, title and interest in and to all Leases, whether now existing or hereafter intered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for additional security only. So long as no Event of Default shall have occurred and be continuing, Mortgagor shall have a revocable license from Mortgages to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Obligations and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and ouring the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Obligations or solvency of Mortgagor, the license herein granted shall automatically expire and terminate, without notice by Mortgagee (any such notice being hereby expressly waived by Mortgagor).

Section 6.2. <u>Perfection Upon Recordation</u>. Mortgagor acknowledges that Mort-gagee has taken all actions necessary to obtain, and that upon recordation of this Mortgage Mortgagee shall have, to the extent permitted under applicable law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the Leases and all security for such Leases. Mortgagor acknowledges and agrees that upon recordation of this Mortgage Mortgagee's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Mortgagor and all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the "<u>Bankruptcy Code</u>"), without the necessity of

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commencing a foreclosure action with respect to this Mortgage, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

Section 6.3. <u>Bankruptcy Provisions</u>. Without limitation of the absolute nature of the assignment of the Rents hereunder, Mortgagor and Mortgagee agree that (a) this Mortgage shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Mortgage extends to property of Mortgagor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

Section 6.4. <u>No Merger of Estates</u>. So long as part of the Indebtedness and the Other Obligations secured hereby remain unpaid and undischarged, the fee and leasehold estates to the Mortgaged Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Mortgagor, Mortgagee, any tenant or any third party by purchase or otherwise.

ARTICLE 7 <u>SFCURITY AGREEMENT</u>

Section 7.1. Security Interest. This Mortgage constitutes a "security agreement" on personal property within the meaning of the UCC and other applicable law and with respect to the Fixtures, Personalty, Deposit Accounts, Leases, Rents, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards. To this end, Mortgagor grants to Mortgagee, a First Priority security interest in the Fixtures, Personalty, Deposit Accounts, Leases, Rents, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and all other Mortgaged Property which is personal property to secure the payment and performance of the Obligations, and agrees that Mortgagee shall have finishe rights and remedies of a secured party under the UCC with respect to such property. Any notive of sale, disposition or other intended action by Mortgagee with respect to the Fixtures, Personalty, Deposit Accounts, Leases, Rents, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards sent to Mortgagor at least five (5) days prior to any action under the UCC shall constitute reasonable notice to Mortgagor.

Section 7.2. Financing Statements; Chief Executive Office. Mortgagor shall execute and deliver to Mortgagee, in form and substance satisfactory to Mortgagee, such financing statements and such further assurances as Mortgagee may, from time to time, reasonably consider necessary to create, perfect and preserve Mortgagee's security interest hereunder and Mortgagee may cause such statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest.

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Section 7.3. <u>Fixture Filing</u>. This Mortgage shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. Information concerning the security interest herein granted may be obtained at the addresses of Debtor (Mortgagor) and Secured Party (Mortgagee) as set forth in the first paragraph of this Mortgage.

ARTICLE 8

[Intentionally Omitted]

ARTICLE 9 MISCELLANEOUS

Section 9.1. <u>Notices</u>. Any notice required or permitted to be given under this Mortgage shall be given in accordance with Section 10.8 of the Credit Agreement.

Section 9.2. Covenants Running with the Land. All Obligations contained in this Mortgage are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Mortgaged Property. As used herein, "Mortgagor" shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property. All Persons who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Credit Agreement and the other Loan Documents; however, no such party shall be entitled to any rights thereunder without the prior written consent of Mortgagee.

Section 9.3. Change in Tax Law. Upon the enactment of or change in (including, without limitation, a change in interpretation of) ray upplicable law (i) deducting or allowing Mortgagor to deduct from the value of the Mortgaged Property for the purpose of taxation any lien or security interest thereon or (ii) subjecting CSFB or any of the Lenders to any tax or changing the basis of taxation of mortgages, deeds of trust, or other liens or debts secured thereby, or the manner of collection of such taxes, in each such case, so as to affect this Mortgage, the Indebtedness or Mortgagee, and the result is to increase the taxes imposed upon or the cost to Mortgagee of maintaining the Indebtedness, or to reduce the amount of any payments receivable hereunder, then, and in any such event, Mortgagor shall, on demand, pay to CSFB and the Lenders additional amounts to compensate for such increased costs or reduced amounts, provided that if any such payment or reimbursement shall be unlawful, or taxable to Mortgagee, or would constitute usury or render the Indebtedness wholly or partially usurious under applicable law, then Mortgagee or the Requisite Lenders may, at their option, declare the Indebtedness immediately due and payable or require Mortgagor to pay or reimburse CSFB or the Lenders for payment of the lawful and non-usurious portion thereof.

Section 9.4. Mortgage Tax. Mortgagor shall (i) pay when due any tax imposed upon it or upon CSFB or any Lender pursuant to the tax law of the state in which the

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Mortgaged Property is located in connection with the execution, delivery and recordation of this Mortgage and any of the other Loan Documents, and (ii) prepare, execute and file any form required to be prepared, executed and filed in connection therewith.

Section 9.5. Attorney-in-Fact. Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns, as its attorney-in-fact with full power of substitution. which agency is coupled with an interest, (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within ten (10) days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Fixtures, Personalty, Deposit Accounts, Leases, Rents, Property Agreements, Tay Refunds, Proceeds, Insurance and Condemnation Awards in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the Mortgaged Property, and (d) while any Event of Default exists, to perform any obligation of Mortgagor hereunder, however: (1) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (2) any reasonable sums advanced by Mortgagee in such perfor nance shall be added to and included in the Indebtedness and shall bear interest at the rate or rates at which interest is then computed on the Indebtedness; (3) Mortgagee as such attorney-in-fact shall (nly be accountable for such funds as are actually received by Mortgagee, and (4) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section 9.5.

- Section 9.6. Successors and Assigns. This Mortgage shall be binding upon and inure to the benefit of Mortgagee and Mortgagor and the r respective successors and assigns. Except as otherwise permitted by the Credit Agreement, Mortgagor shall not, without the prior written consent of Mortgagee, assign any rights, duties or obligations percunder.
- Section 9.7. <u>No Waiver</u>. Any failure by CSFB or the Lenders to insist upon strict performance of any of the terms, provisions or conditions of the Loan Bocuments shall not be deemed to be a waiver of same, and CSFB and the Lenders shall have the right of any time to insist upon strict performance of all of such terms, provisions and conditions.
- **Section 9.8.** <u>Credit Agreement</u>. If any conflict or inconsistency exists between this Mortgage and the Credit Agreement, the Credit Agreement shall govern.
- Section 9.9. Release or Reconveyance. Upon payment in full of the Loans and all other then accrued Indebtedness and performance in full of the Other Obligations or upon a sale of the Mortgaged Property in accordance with the provisions of the Credit Agreement, Mortgagee, at Mortgagor's expense, shall release the liens and security interests created by this Mortgage or reconvey the Mortgaged Property to Mortgagor.

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Section 9.10. Waiver of Stay, Moratorium and Similar Rights. Mortgagor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Mortgage or the payment or performance of the Obligations secured hereby, or any agreement between Mortgagor and Mortgagee or any rights or remedies of Mortgagee.

Section 9.11. <u>Applicable Law</u>. The provisions of this Mortgage regarding the creation, perfection and enforcement of the liens and security interests herein granted shall be governed by and construed under the laws of the state in which the Mortgaged Property is located. All other provisions of this Mortgage shall be governed by the laws of the State of New York (including, without regard to conflicts of laws principles.

Section 9.12. <u>Headings</u>. The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

Section 9.13. Entire Agreement. This Mortgage and the other Loan Documents embody the entire agreement and understanding the tewer Mortgage and Mortgagor and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Loan Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 9.14. Reduction Of Secured Amount. In the event that the amount secured by the Mortgage is less than the aggregate Indebtedness evidenced by the Mortgage Notes, then the amount secured shall be reduced only by the last and final sums that Mortgagor or Borrower repays with respect to the Indebtedness and shall not be reduced by any intervening repayments of the Indebtedness. So long as the balance of the Indebtedness exceeds the amount secured, any payments of the Indebtedness shall not be deemed to be applied against, or to reduce, the portion of the Indebtedness secured by this Mortgagor. Such payments shall instead be deemed to reduce only such portions of the Indebtedness as are secured by other collateral located outside of the state in which the Mortgaged Property is located or as are unsecured.

ARTICLE 10 LOCAL LAW PROVISIONS

Section 10.1. <u>Inconsistencies</u>. In the event of any inconsistencies between this Article 10 and any other terms and provisions of this Mortgage, the terms and provisions of this Article 10 shall control and be binding.

Section 10.2. Local Law Provisions.

- (a) <u>Illinois Responsible Property Transfer Act</u>. Mortgagor represents and warrants to Mortgagee that none of the Mortgaged Property falls within the definition of "real property" set forth in the Illinois Responsible Property Transfer Act of 1988, 765 ILCS 90/1 et seq. (as amended, the "IRPTA") and no disclosure statement is required to be filed thereunder as a consequence of any transaction related to this Mortgage. If at any time any Mortgaged Property becomes subject to IRPTA and the disclosure requirements thereunder, the Mortgagor shall promptly comply with such requirements.
- 少) Waiver of Right of Redemption and Reinstatement. In addition to the provisions of Section 5.5 hereof, Mortgagor hereby voluntarily and knowingly releases and waives any and all rights to retain possession of the Mortgaged Property after the occurrence of an Event of Default hereunder and any and all rights of redemption from judgment, as allowed under Section 15-1601(b) of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq.), as amended from time to time (the "MFL"), and any and all rights of reinstatement under Section 15-1602 of IMFL, on its cwn behalf, on behalf of all Persons claiming or having an interest (direct or indirect) by, through or under Mortgagor and on behalf of each and every Person acquiring any interest in the Montgaged Property subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption and reinstatement of Mortgagor and all such other persons are and shall be deeme i to be hereby waived to the fullest extent permitted by applicable law or replacement statute. Mortgagor shall not invoke or use any such law or laws or otherwise hinder, delay or impede the execution of any right, power, or remedy herein or otherwise granted or delegated to the Mortgagee, but shall permit the execution of every such right, power, and remedy as though no such law or laws had been made or enacted. Mortgagor acknowledges that the Mortgaged Property does not contain (gricultural real estate, as said term is defined in Section 15-1201 of IMFL, or residential real estate, as said term is defined in Section 15-1219 of IMFL.

(c) Compliance with Illinois Mortgage Foreclosure Law.

- (A) If any provision in this Mortgage shall be inconsistent with any provision of IMFL, the provisions of IMFL shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with IMFL.
- (B) If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of the Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under IMFL in the absence of said provision, Mortgagee shall be vested with the rights granted in IMFL to the full extent permitted by law.

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- (C) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510 and 15-1512 of IMFL, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in this Mortgage, shall be added to the Obligations secured by this Mortgage or by the judgment of foreclosure.
- (d) Rights of Tenants; Option of Mortgagee to Subordinate. Mortgagee shall have the right and option to commence a civil action to foreclose this Mortgage and to obtain a Decree of Foreclosure and Sale subject to the rights of any tenant or tenants of the Mortgaged Property having an interest in the Mortgaged Property prior and superior to that of Mortgagee. The failure to join any such tenant or tenants of the Mortgaged Property as party defendant or defendants in any such civil action or the failure of any Decree of Foreclosure and Sale to foreclose their right's shall not be asserted by Mortgagor as a defense in any civil action instituted to collect the Obligation's secured hereby, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Mortgaged Property, any statute or rule of law at any time existing to the contrary not vithst anding. At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all Leases of all or any part of the Mortgaged Property upon are execution by Mortgagee and recording thereof, at any time hereafter, in the Office of the Recorder of Deeds in and for the county wherein the Mortgaged Property is located, of a unilateral declaration to that effect.
- (e) Relationship of the Mortgagee and Mortgagor. Mortgagee shall in no event be construed for any purpose to be a partner, join. Senturer, agent or associate of Mortgagor or of any tenant, subtenant, operator, concessionairs or licensee of Mortgagor in the conduct of their respective businesses, and without limiting the foregoing, Mortgagee shall not be deemed to be such partner, joint venturer, agent or associate of account of Mortgagee becoming a "mortgagee in possession" or exercising any rights pursuant to this Mortgage or any of the other Loan Documents.
- Any property management agreement for the Mortgaged Property entered into by Mortgagor with a property manager shall contain a "no lien" provision whereby the property manager waives and releases any and all mechanics, lien rights that the property manager or anyone claiming by, through or under the property manager may have pursuant to the Illinois Mechanics Lien Act, 770 ILCS 60/1 et seq. Such property management agreement or a short form thereof shall, at Mortgagee's request, be recorded with the Recorder of Deeds of the county where the Mortgaged Property is located. In addition, Mortgagor shall cause the property manager to enter into a subordination of management agreement with Mortgagee, in recordable form, whereby the property manager subordinates its present and future lien rights, and those of any party claiming by, through or under the property manager, to the lien of this Mortgage. Any agreement entered into hereafter by Mortgagor or any agent of Mortgagor with any "broker," as defined in the Real

Estate License Act of 1983, 225 ILCS 455/1 et seq., for the purpose of selling, leasing or otherwise conveying an interest in the Mortgaged Property shall contain a "no lien" provision whereby such broker waives and releases any and all lien rights that such broker or anyone claiming by, through or under such broker may have pursuant to the Commercial Broker Lien Act, 770 ILCS 15/1 et seq. Mortgagor shall cause such broker to enter into a subordination agreement with Mortgagee, in recordable form, whereby such broker subordinates its present and future lien rights, and those of any party claiming by, through or under such broker, to the Lien of this Mortgage.

Mortgagee's Option Regarding Enforcement of Security Interest in (g) Personal Figurety. Upon an Event of Default occurring, Mortgagee, as the secured party under Article 7 of this Mortgage, may, at its sole option and in its sole discretion, proceed against the portions of the Mortgaged Property subject to the UCC under Part 5 of the Uniform Commercial Code, 810 ILCS 9-101 et seq., or may, pursuant to 810 ILCS 9-501(4), proceed against both the real property covered by this Mortgage and the portions of the Mortgaged Property subject to the UCC together, in accordance with Mortgagee's rights and remedies under this Mortgage and the other Loan Documents and pursuant to IMFL.

(h) Expenses.

- Notwithstanding any provision to the contrary in this (A) Mortgage, Mortgagor shall pay all expenses, charges, costs and fees relating to or necessitated by the terms of this Mortgage or the Notes, including without limitation, Mortgagee's attorneys' fees in cornection with the negotiation, documentation, administration, servicing and enforcement of this Mortgage and the Notes, all filing, registration and recording fees, an other expenses incident to the execution and acknowledgment of this Mortgage and all rederal, state, county and municipal taxes, and other taxes (provided Mortgagor shall not be required to pay any income or franchise taxes of Mortgagee), duties, imposts, resessments and charges arising out of or in connection with the execution and delivery of this Mortgage and the Notes. Mortgagor recognizes that, during the term of this Mortgage, Mortgagee:
 - May be involved in court or administrative proceedings 1. including, without restricting the foregoing, foreclosure, probate, bankruptcy, creditors' arrangements, insolvency, housing authority and pollution control proceedings of any kind, to which Mortgagee shall be a party by reason of the Loan Documents or in which the Loan Documents or the Mortgaged Property, or any portion thereof, are involved directly or indirectly;

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- 2. May make preparations following the occurrence of an Event of Default hereunder for the commencement of any suit for the foreclosure hereof, which may or may not be actually commenced;
- 3. May make preparations following the occurrence of an Event of Default hereunder for, and do work in connection with, Mortgagee is taking possession of and managing the Mortgaged Property, which event may or may not actually occur;
- 4. May make preparations for and commence other private or public actions to remedy an Event of Default hereunder, which other actions may or may not be actually commenced;
- 5. May enter into negotiations with Mortgagor or any of its agents, employees or attorneys in connection with the existence or curing of any Event of Default hereunder, the sale of the Mortgaged Property, the assumption callability for any of the Obligations secured hereby or the transfer of the Mortgaged Property in lieu of foreclosure; or
- 6. May enter into negotiations with Mortgagor or any of its agents, employees or attoracys pertaining to Mortgagee's approval of actions taken or proposed to be taken by Mortgagor which approval is required by the terms of this Mortgage.
- (B) All expenses, charges, cose and fees described in this paragraph (h) shall be so much additional indebtedness secured hereby, shall bear interest from the date so incurred until paid at the rate set forth in section 2.2 of the Credit Agreement and shall be paid, together with said interest, by Mortgagor forthwith upon demand.
- (i) Consent to Appointment of Receiver. Without limiting the generality of any other provisions of this Mortgage, the Mortgagor hereby and in accordance with the provisions of Sections 15-1701, 1702, 1703 and 1704 of the IMFL, expressly authorizes and consents to the placing of the Mortgagee in possession and the appointment of a receiver in the manner permitted thereunder.
- Use of Proceeds. Mortgagor hereby represents and agrees that the proceeds of the Notes secured by this Mortgage shall be used for business purposes and that the indebtedness secured hereby constitutes a business loan. Mortgagor represents and agrees that the obligations secured hereby: (i) constitute a business loan which comes within the purview of subparagraph (1)(c) of Section 4, and a loan secured by a mortgage on real estate which comes within the purview of 815 ILCS 205/4 subparagraph (1)(l) of Section 4, of "An Act in relation to the rate of interest and other charges in connection with sales on credit and the lending of

money", approved May 24, 1979, as amended (Ill. Rev. Stats., 1981 ed., Ch. 17, Sec. 6404 (1)(c) and 6405(1)(1)) and (ii) are exempted from transactions under the Truth-in-Lending Act, 15 U.S.C. 1601, et seq.

Maximum Amount Secured by this Mortgage. The maximum amount of (k) indebtedness secured by this Mortgage is \$435,000,000.

[NO FURTHER TEXT ON THIS PAGE]

Property of Cook County Clark's Office

IN WITNESS WHEREOF, Mortgagor has on the date set forth in the acknowledgment hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

ENVIROTEST ILLINOIS, INC., a Delaware corporation

Witnesses:

Name: Cathled Corrigon

Name: Canal C

Name: Daylid D. Langevin

Title: Executive Vice President

Opens of County Clerk's Office

State of New York)	
State of New York)	IL
) ss.	
County of New York)	
I, Kristen Simata Notary Public in and for said County and State, do hereby certify that or	n

the 16 day of October, 1998, Dwick & Langevin personally appeared before me and being first duly sworn by me severally acknowledged that he/she signed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

In Witness Whereof, I-have hereunto set my hand and seal the day and year before written.

Notary Puolic

My Commission Expires:

Notary Public, State of New York
No. 01S15088979 Qualified in Nassau County Commission Expires Dec. 1, 1999



Of County Clert's Office

EXHIBIT A-1

Waukegan Waukegan, IL

LOT 1 (EXCEPT THE SOUTH 307 FEET THEREOF) IN PICKUS-SCHWARTZ INDUSTRIAL PARK.
BEING A SUFDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 45
NORTH, RANCE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE
SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 45 NORTH, RANGE 12, EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 12, 1978
AS DOCUMENT 1953965, IN BOOK 67 OF PLATS, PAGE 46, IN LAKE COUNTY, ILLINOIS

1

EXHIBIT A-2

Volo

LOT 9 IN VOLO COMMERCE CENTER SUBDIVISION PHASE ONE, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 44 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 19, 1998 AS Probably Of Cook County Clark's Office DOCUMENT 4135742, IN LAKE COUNTY, ILLINOIS.

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EXHIBIT A-3

Crystal Lake Crystal Lake, IL

LOT 5 (EXCEPT THE SOUTH 25 FEET THEREOF) IN CRYSTAL POINT CENTER, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 43 NORTH, RANGE & EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 31, 1981 AS DOCUMENT NO. 828964, IN MCHENRY COUNTY, ILLINOIS.

Property of Coot County Clark's Office

Property or Cook County Clerk's Office

EXHIBIT A-4

Lincolnshire Lincolnshire, IL

LOT 1 IN TUCKER GROUP RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1 & 2 IN LINCOLNSHIRE BUSINESS CENTER UNIT # 7, BEING PART OF THE SOUTHEAST 1/4 OF THE SCUTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 11, BAST OF THE THIRD The Man of Cook County Clerk's Office PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED SEPTEMPER 11, 1997 AS DOCUMENT 4018069, IN LAKE COUNTY, ILLINOIS.

08119282

EXHIBIT A-5

Wheeling

LOT 2. (EXCEPTING THEREFROM THE EAST 10 FEET OF THE SOUTH 300.00 FEET OF SAID LOT AND ALSO EXCEPT THE WEST 90 FEET OF SAID LOT 2) IN GUARDITE CO'S RESUBDIVISION OF LOTS 1, 2 AND 3 AND PART OF LOT 4 IN OWNER'S DIVISION OF BUFFALO CREEK FARMS IN SECTIONS 2 AND 3, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF SAID RESUBDIVISION RECORDED NOVEMBER 22, RIL MENT.

OF COOK COUNTY CLERK'S OFFICE 1957 AS DOCUMENT NUMBER 17072318, IN COOK COUNTY, ILLINOIS

EXHIBIT A-6

Palatine Palatine, IL

THE NORTH 245-273T OF LOT 8 IN KLEFSTAD'S PALATINE INDUSTRIAL PARK, BEING A SUBDIVISION OF TWO PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23. TOWNSHIP 42 NORTH, RUNGE 10, LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF STATE ROUTH 53 (HICKS ROAD), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT A-7

Schaumburg Schaumburg, IL

1A, BL

f 1, BEING.

TH PART OF OUTLL

E SOUTHEAST 1/4 OF

THE SOUTHEAST 1/4 OF SL

OF THE NORTHEAST 1/4 OF SL

HE THIRD PRINCIPAL MERIDIAN, AC

AS DOCUMENT LR. 3566394.

O7 1/ 400 076

C 20 & State Parhway

Soldinarless LOT 1 IN SCHAUMBURG CENTER FOR COMMERCE UNIT 1A, BEING A RESUBDIVISION OF LOTS 3 AND 3 IN SCHAUMBURG CENTER FOR COMMERCE UNIT 1, BEING A RESUBDIVISION OF OUTLOT B IN SCHAUMBUPG INDUSTRIAL PARK, TOGETHER WITH PART OF OUTLOT B IN SAID SCHAUMBURG INDUSTRIAL PAPA, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 11, PART OF THE NORTHEAST 1/+ OF SECTION 11, PART OF THE SOUTHWEST 1/4 OF SECTION 12, PART OF THE NORTHWEST 1/4 OF SECTION 13 AND PART OF THE NORTHEAST 1/4 OF SECTION 14, ALL IN TOWNSHIP 41 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED MOVEMBER 12, 1986 AS DOCUMENT LR. 3566394.

EXHIBIT A-8

Elk Grove Elk Grove Village, IL

LOT 2 IN O'NA'S INTERNATIONAL CENTER FOR BUSINESS, A RESUBDIVISION OF LOT 1 IN HIGGINS ELMHUPST SUBDIVISION NUMBER 1, OF PART OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

0826 401 034 2450 Indineer Pd Sepane Village

Clort's Office

EXHIBIT A-9

South Elgin South Elgin, IL

LOT 4 OF SOUTH ELGIN INDUSTRIAL PARK UNIT 3, IN THE VILLAGE OF SOUTH ELGIN. KANE COUNTY, ILLINOIS.



EXHIBIT A-10

Streamwood Streamwood, IL.

THAT PART OF LOTS 7 AND 8 IN STREAMWOOD CENTER FOR INDUSTRY UNIT ONE, BEING A SUBDIVISION IN SECTION 26, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERITIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 21, 1978 AS DOCUMENT 24593084,

(EXCEPT THEREFROM THAT PART LYING SOUTH OF THE FOLLOWING DESCRIBED LINES:

COMMENCING AT THE MOST WESTERLY SOUTHWEST CORNER OF SAID LOT 7 (THE WEST LINE OF LOT 7 HAVING A BEARING OF NOPTH 00 DEGREES, 59 MINUTES, 00 SECONDS EAST); THENCE SOUTH 65 DEGREES, 39 MINUTES, 59 SECONDS EAST 3.18 FEET TO THE POINT OF BEGINNING; THENCE NORTH 47 DECREES 41 MINUTES 11 SECONDS EAST 176.00 FEET; THENCE NORTH 41 DEGREES 55 MINUTES 58 SICONDS EAST, 46.00 FEET; THENCE NORTH 50 DEGREES 52 MINUTES 28 SECONDS EAST 91.00 FIET; THENCE NORTH 61 DEGREES 14 MINUTES 10 SECONDS EAST 116.00 FEET; THENCE NORT 1 15 DEGREES 31 MINUTES 21 SECONDS EAST 54.00 FEET; THENCE SOUTH 82 DEGREES 04 11 38 SECONDS EAST, 43.58 FEET; THENCE SOUTH 62 DEGREES 24 MINUTES 08 SECONDS EAST 22.73 FEET; THENCE SOUTH 43 DEGREES 39 MINUTES 03 SECONDS EAST, 123.00 FEET TO A POINT ON THE EAST LINE OF LOT 8 AFORESAID WHICH POINT IS 81.67 FEET SOUTH OF THE NORTHEAST CORNER THEREOF), IN COOK COUNTY, ILLINOIS.

(continued on next page)

66 26 366

850 W Fockson Add

Streamwood (Cook), IL (continued)

Excepting therefrom the following described premises:

That part of Lots 7 and 8 in Streamwood Center for Industry Unit One, being a subdivision in Section 26, Township 41 North, Range 7. East of the Third Principal Meridian, according to the plat thereof recorded August 21, 1978 as docur eat 24593084, (except therefrom that part lying South of the following described lines: commencing at the most Westerly Southwest corner of said Lot 7 (the West line of Lot 7 having a bearing of North 00° 59' 00" East); Thence South 65° 39' 59" East 3.18 feet to the point of beginning; Thence North 47° 41' 11" East 176.00 feet; Thence North 41° 55' 58" East 46.00 feet; Thence North 50° 52' 28" East 91.00 feet; Thence North 61° 14' 10" East 116.00 feet; Thence North 75° 31' 21" East 54.00 feet; Thence South 82° 04' 38" East 43.58 feet; Thence South 62° 24' 08" East 122.73 feet; Thence South 43° 39' 03" East 123.00 feet to a point on the East line of Lot 8 aforesaid, which point is 281.67 feet South of the Northeast corner thereo), in Cook County, Illinois.

08119282

EXHIBIT A-11

Addison Addison, IL

LOT 10 IN VAN DFR MOLEN'S INDUSTRIAL DISTRICT UNIT 3, BEING A SUBDIVISION OF PART OF THE NORTHEAS', 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 3, 1980 AS DOCUMENT R80-00891 AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 12, 1981 AS DOCUMENT R81-60476, IN DUPAGE COUNTY, ILLINOIS

230 Amon Jean Parhway
250 Amon Jean Parhway

EXHIBIT A-12

Skokie Skokie, IL

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTH EAST 1/4; THENCE EAST ALONG THE NORTH LINE OF SAID QUARTER-QUARTER SECTION, 408.83 FEET TO A POINT ON SAID NORTH LINE WHICH IS 250 FEET WEST OF ITS INTERSECTION WITH THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHWEST 1/4 OF THE SOUTH EAST 1/4; THENCE SOUTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTH ELST 1/4, 252.60 FEET TO A POINT; THENCE WEST ALONG A LINE PARALLEL WITH THE AFCRESAID NORTH LINE OF SAID QUARTER-QUARTER SECTION, 215 FEET TO A POINT; THENCE SOUTH ALONG A LINE PARALLEL WITH THE AFORESAID EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4, 96.52 FEET TO A POINT ON A DIAGONAL LINE; THENCE NORTH WESTERLY ALONG SAID DIAGONAL LINE 196.97 FEET TO A POINT ON THE WEST LINE OF SAID QUARTER-QUARTER SECTION WHICH IS 311.08 FEET SOUTH OF THE POINT OF BEGINNING; THENCS NORTH ALONG SAID WEST LINE 311.08 FEET TO THE POINT OF BEGINNING (EXCEPT FROM 7.12 FOREGOING THE NORTH 33 FEET THEREOF) IN COOK COUNTY, ILLINOIS

Charles 1.3. Programme

1026 402 052 3655 W Javvis A

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EXHIBITA-13

Hillside Hillside, IL

PARCEL 1:

THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 MORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF THE AFORESAID EAST 1/2, AT THE POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 7 IN BLOCK 1 IN BOEGER'S SUBDIVISION OF THAT PART OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 LYING NORTH OF THE RIGHT OF WAY OF THE CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY (EXCEPT THE EAST 5 CHAINS OF THE NORTH 10 CHAINS AND EXCEPT THE WEST 166.5 FEET THIRTOF) OF SAID SECTION 17; THENCE NORTH 0 DEGREES, 00 MINUTES, 15 SECONDS EAST, A DISTANCE OF 593.14 FEET TO THE SOUTHERLY LINE OF CONGRESS STREET EXPRESSWAY AS CONDEMNED IN SUPERIOR COURT CASE 55-S-4420; THENCE SOUTH 32 DEGREES, 23 MINUTES, 49 SECONDS EAST, A DISTANCE OF 437.269 FEET; THENCE SOUTH 70 DEGREES, 07 MINUTES, 59 SECONDS EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 14 DEGREES, 41 MINUTES, 43 SECONDS WEST, A DISTANCE OF 357.88 FEET; THENCE SOUTH 57 DEGREES, 59 MINUTES, 40 SECONDS WEST, A DISTANCE OF 188.90 FEET; THENCE SOUTH 51 DEGREES, 47 MINUTES, 08 SECONDS WEST, A DISTANCE OF 122.03 FEET; THENCE SOUTH 63 DEGREES, 00 MINUTES, 41 SECONDS WEST, A DISTANCE OF 124.14 FEET; THENCE NORTH 66 DEGREES, 52 MINUTES, 33 SECONDS WEST, A DISTANCE OF 25.03 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 17, AT A POINT 50.00 FEET SOUTHERLY OF THE HEREINABOVE DESCRIBED POINT OF BEGINNING; THENCE NORTH 0 DEGREES, 00 MINUTES, 15 SECONDS EAST, A PISTANCE OF 50.00 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

15 17 404 031 0000

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY GRANT OF EASEMENT MADE BY ALLIED ASPHALT PAVING COMPANY, A CORPORATION OF ILLINO'S AND WILLETT, INC., A NEW JERSEY CORPORATION DATED OCTOBER 16, 1978 AND FILED DECEMBER 29, 1978 AS DOCUMENT LR3068598 FOR THE RIGHT TO INSTALL, OPERATE AND MAINTAIN & STORM SEWER CONNECTION TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR SAID PURPOSES, II, UPON, UNDER, OVER AND ALONG THE PROPERTY DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF THE SAID EAST 1/2 OF THE SOUTH EAST 1/4 A DISTANCE OF 50 FEET SOUTH OF THE INTERSECTION OF THE SAID WEST LINE WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 7 IN BLOCK 1 IN BOEGER'S SUBDIVISION OF THAT PART OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 LYING NORTH OF THE RIGHT OF WAY OF THE CHICAGO MADISON AND NORTHERN RAILROAD COMPANY (EXCEPT THE EAST 5 CHAINS OF THE NORTH 10 CHAINS AND EXCEPT THE WEST 166.5 FEET) OF SAID SECTION 17; THENCE SOUTH 0 DEGREES 00 MINUTES 15 SECONDS WEST ALONG THE SAID WEST LINE TO THE NORTHEASTERLY RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD, SAID NORTHEASTERLY LINE BEING ESTABLISHED IN DOCUMENT 974474; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE TO A LINE 20 FEET EAST OF AND PARALLEL WITH THE SAID WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4; THENCE NORTH ALONG SAID LINE 20 FEET EAST OF AND PARALLEL WITH THE

SOUTH EAST 1/4 TO A LINE DRAWN SOUTH 66 DEGREES 52 MINUTES 33 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE NORTH 66 DEGREES 52 MINUTES 33 SECONDS WEST TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT A-14

Filmore, IL

PARCEL 1:

THE SOUTH 3/4 (EXCEPT THAT PART TAKEN FOR SOUTH CENTRAL AVENUE AND EXCEPT THE SOUTH 8/9 FEET OF SAID SOUTH 3/4) OF THE EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL ABUDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 17 COMMENCING ON THE WEST LINE OF CENTRAL AVENUE 666 FEET NORTH OF THE NORTH LINE OF WEST 12TH STREET; THENCE NORTH ALONG THE WEST LINE OF SAID CENTRAL AVENUE A DISTANCE OF 110 FEET; THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF WEST 12TH STREET TO THE CENTER LINE OF THE EAST 1/4 OF SECTION 17; THENCE SOUTH ON SAID CENTER LINE A DISTANCE OF 110 FEET, THENCE EAST TO THE POINT OF BEGINNING IN SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Jos 8 N. Filmore 16.17 413 010

EXHIBIT A-15

Chicago/Webster Chicago, IL

LOT 5 (EXCEPT THE NORTHWESTERLY 13.0 FEET THEREOF) AND ALL OF LOTS 6 THROUGH 20, INCLUSIVE, IN BLOCK 3 IN FULLERTON'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 FACT OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE VACATED PUBLIC ALLEY LYING SOUTHWESTERLY OF AND ADJOINING LOT 5 (EXCEPT THE NORTHWESTERLY 13.0 FEET THEREOF) AND ALL OF LOTS 6 THROUGH 20, INCLUSIVE, AFORESAID, IN COOK COUNTY, ILLINOIS

1850 Webster -1431. 207067

EXHIBIT A-16

Chicago/Wrightwood Chicago, IL

LOT 15 OF OWNER'S DIVISION OF HEALY INDUSTRIAL DISTRICT COMPRISING CERTAIN TRACTS OF LAND IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF DIAN A.
NTY, ILLINOIL

OF 13 27 402 014

OF 150 Wrightwood THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT RECORDED IN THE RECORDER OF DEED OFFICE IN COOK COUNTY, ILLINOIS ON JULY 25, 1915 AS DOCUMENT 8986164

EXHIBIT A-17

Chicago/14th Place Chicago, IL

THAT PART OF BLOCK 4 IN JENTRAL RAILWAY COMPANY'S SUBDIVISION RECORDED AS DOCUMENT \$40.0015 DATED JULY 22, 1914, IN THE MORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NOWIN RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY BEGINNING AT THE MORTHEAST CORNER OF SAID BLOCK 4; THENCE SOUTH OD DEGREES 19 MINUTES 20 SECONDS JAST ALONG THE EAST LINE OF SAID BLOCK 4, 177.15 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 40 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 4, 124.03 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 22 SECONDS EAST ALONG THE EAST LINE OF SAID BLOCK 4, 110. 7 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 18 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 4, 219.20 FEET; THENCE NORTH GO DEGREES 02 MINUTES 44 SECONDS WEST, 267.30 FEET, TO A POINT ON THE NORTH LINE OF SAID BLOCK 4; THENCE NORTH 89 DEGREES 5 MINUTES 17 SECONDS EAST, ALONG SAID MORTH LINE, 342.00 FEET TO THE POINT OF BEGINNING IN COCK COUNTY, ILLINGIS.

527, W 43 md Place 172:511 017 our

EXHIBIT A-18

Chicago/43rd. Chicago, IL

A PARCEL OF LAND COMPRISED OF A PART OF BLOCK 5, AND A PART OF LOT 6 AND OF LOT 7 IN BLOCK 6, ALL IN PACKER'S THIRD ADDITION, A SUBDIVISION IN THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THE SOUTH 1/2 OF THAT PART OF THE EAST AND WEST 50 FOOT PRIVATE STREET NO. 3 LYING NORTH OF AND ADJOINING THE NORTH LINE OF SAID BLOCK 5, AND A PART OF THE NORTH AND SOUTH 100 FOOT PRIVATE STREET, KNOWN AS PACKERS AVENUE, LYING EAST OF AND ADJOINING THE EAST LINE OF SAID BLOCK 5 AND SAID SOUTA 1/2 OF PRIVATE STREET NO. 3; WHICH PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS::

BEGINNING AT POINT OF INTERSECTION OF A NORTHWARD EXTENSION OF THAT PART OF THE WEST LINE OF SAID BLOCK 5 WHICH IS 15.00 FEET BAST FROM AND PARALLEL WITH THE BAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5, WITH THE NORTH LINE OF THE SOUTH 2/2 OF SAID PRIVATE STREET NO. 3, AND RUNNING THENCE EAST ALONG THE NORTH LINE OF THE NOUTH 1/2 OF SAID PRIVATE STREET NO. 3, (BEING A LINE 25.00 FEET NORTH FROM AND PAPALLEL WITH THE MORTH LINE OF SAID BLOCK 5), AND ALONG AN EASTWARD EXTENSION THEREOF, A DISTANCE OF 398.23 FEET TO AN INTERSECTION WITH THE NORTHWARD EXTENSION OF 1 LINE WHICH IS 17.00 FEET BAST FROM AND PARALLEL WITH THE EAST LINE OF SAID BLOCK 5; THENCE SOUTH ALONG SAID NORTHWARD EXTENSION, AND ALONG SAID PARALLEL LIME, A DISTANCE OF 384.38 FEET TO A POINT WHICH IS 64.00 FEET MORTH FROM THE SOUTH LINE OF THE MORTHWEST 1/4 OF SAID SECTION 5; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 33.97 FEET TO A POINT WHICH IS 7.00 PERT WEST PROM THE EAST LINE OF SAID RLOCK 5 AND 40.00 PERT NORTH FROM THE SOUTH LINE OF SAID NORTHWEST 1/4 OF SECTION 5; THENCE WEST ALONG THE NORTH LINE OF THE SOUTH 40.00 FEET OF THE MORTHWEST 1/4 OF SECTION 5 (SAID WORTH LINE BRING ALSO THE MORTH LINE OF THE SOUTH 24 FRET CP SKID BLOCK 5 AND OF SAID LOT 6 IN SAID BLOCK 6) A DISTANCE OF 409.28 FEET TO A POINT WHICH IS 20.47 FEET WEST FROM THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWAS 1/4 OF SAID SECTION 5; THENCE WESTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE MORTHWEST AND HAVING A RADIUS OF 640.00 FEET, (THE WESTERLY TERMINUS OF SAID ARC BEING A POINT WHICH IS 18.67 FEET NORTH FROM THE SOUTH LINE AND 184.76 FEET WEST FROM THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5), A DISTANCE OF 146.17 FEET TO AN INTERSECTION WITH THE MORTHWESTERLY LINE OF SAID LOT 7 IN LICIK 6 IN SAID PACKER'S THIRD ADDITION; THERCE MORTHEASTWOARDLY ALONG A CURVED LINE, NEING THE MORTHWESTERLY LINE OF SAID LOT 7 AND OF SAID LOT 6 IN BLOCK 6 AFORESAID, AND ALONG THE CURVED PORTION OF THE WESTERLY LINE OF SAID BLOCK 5, A DISTANCE OF 374.24 PEET TO THE POINT ON THE WEST LINE OF SAID BLOCK 5 WHICH IS 15.00 FEBT EAST FROM THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5 AND WHICH IS 92.00 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID BLOCK 5; THENCE NORTH ALONG THAT PORTION OF THE WEST LINE OF SAID BLOCK 5 WHICE IS 15.00 FEET BAST FROM AND PARALLEL WITH THE BAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5, AND ALONG A MORTHWARD EXTENSION OF SAID WEST BLOCK LINE, A DISTANCE OF 117.00 FEET TO THE POINT OF BEGINNING (EXCEPT FROM THE ABOVE DESCRIBED PROPERTY TAKEN AS A TRACT THAT PART THEREOF LYING EASTERLY OF A LINE 201.79 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT) IN COOK COUNTY, ILLINOIS. 5231 W. 70th Place

20 05 112 015 0000

EXHIBIT A-19

Chicago/76th St. Chicago, IL

PARCEL 1:

LOTS 1 AND 2 IN BLOCK 16 IN WABASH ADDITION TO CHICAGO IN SECTION 25, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PARCEL 3:

ALL THAT PART OF THE REMAINING WEST 1/2 OF SOUTH TROY STREET LYING EAST OF THE EAST LINE OF LOT 1 IN BLOCK 16 IN WABASH ADDITION TO CHICAGO IN SECTION 25, TOWNSHIP 38 NORTH, RANGE 13 EAST CO THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING WEST OF THE WEST LINE OF A STRIP OF LAND 33 FEET IN WIDTH LYING WEST OF THE HEST LINE OF BLOCKS 16 AND 17 (AS EXTENDED) IN WABASH ADDITION TO CHICAGO AND LYING SOUTH OF THE SOUTH LINE OF THE CHICAGO AND WESTERN INDIANA BELT RAILROAD RIGHT-OF-WAY SHOWN ON PLAT OF SAID WABASH ADDITION TO CHICAGO AND LYING NORTH OF THE MORTH LINE OF 76TH STREET IN SAID WABASH ADDITION TO CHICAGO IN SECTION 25, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 1 IN BLOCK 16 TO THE MORTHWIST CORNER OF LOT 1 IN BLOCK 17 AND LYING NORTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 2 IN BLOCK 17 ALL IN HABASH ADDITION AFORMABLD AS VACATED BY ORDINANCE RECORDED AS DOCUMENT NUMBER 98162263.

3134 W 76 th St

19-25 300 001

1925 300 002

THAT PART OF THE BORTH SOUTH 16 FOOT PUBLIC ALLEY LYING WEST OF THE WEST LINE OF LOT 1, LYING EAST OF THE EAST LINE OF LOT 2, LYING SOUTH OF A LINE DRAWN FROM THE NORTHWEST CORNER OF LOT 1 TO THE BORTHEAST CORNER OF LOT 2 AND LYING NORTH OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 1 TO THE SOUTHEAST CORNER OF LOT 2 ALL IN BLOCK 15 IN WABASH ADDITION AFORESAID, AS VACATED BY ORDINANCE RECORDED AS DOCUMENT NUMBER 98162263.

EXHIBIT A-20

Chicago/114th St. Chicago, IL

LOT 35 IN PULLMAN INDUSTRIAL PARK, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 22 AND PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE RECORDED DECEMBER 29, 1971 AS DOCUMENT 21761840 IN COOK COUNTY, ILLINOIS.

1344 W. 1. 25 23 104 001

Contion

EXHIBIT A-21

Bedford Park Bedford Park, IL

THE EAST 215 FEET (AS MEASURED ON THE NORTH LINE THEREOF) OF LOT 5 AND THE WEST 125 FEET (AS MEASURED ON THE NORTH LINE THEREOF) OF LOT 4, AND ALSO THAT FORT OF LOT 4 LYING SOUTHWESTERLY OF A LINE DRAWN FROM A POINT ON THE SOUTH LINE THEREOF 204.0 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 4 TO A POINT ON THE THE EAST LINE OF THE WEST 125 FEET, AFORESAID 21.0 FEET NORTH OF THE SOUTH LINE OF SAID LOT 4, ALL IN CENTRAL "70", A SURDICISION IN THE SOUTH 1/2 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1921302014 830 E. 114 te st

EXHIBIT A-22

Downers Grove, IL

THE SOUTH 1/2 OF LOT 19 IN ARTHUR T. MC INTOSH AND CO'S FIRST ADDITION TO BELMONT, BEING A SUBDIVISION OF PART OF SECTIONS 1, 2, 11 AND 12, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUS 13, 1919 AS DOCUMENT 137824, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT A-23

Naperville Naperville, IL

LOTS 6 AND 7 IN MOSFR'S RESUBDIVISION OF WESTON RIDGE INDUSTRIAL PARK UNIT NO.
TWO, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 16, TOWNSHIP 38 NORTH,
RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID
MOSER'S RESUBDIVISION PECURDED JULY 13, 1979 AS DOCUMENT R79-60890, IN DUPAGE
COUNTY, ILLINOIS

EXHIBIT A-24

Aurora, IL

LOT 1 IN BLOCK 3 OF LANDMARK INDUSTRIAL PARK, IN THE CITY OF AURORA, KANE Control of Colling Clark's Office COUNTY, ILLINOIS

EXHIBIT A-25

Joliet Joliet, IL

OFFICE

THAT PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF SECTION 26; THENCE SOUTH 1 DEGREES 55 MINUTES 08 SECONDS EAST A DISTANCE OF 275.01 FEET TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY LINT OF COMMONUEALTH EDISON COMPANY'S EASEMENT, CONVEYED BY DEEDS RECORDED AS DOCUMENT NO. 895420, DATED OCTOBER 14, 1958, AND DOCUMENT NO 853150, DATED JULY 16, 1998; THENCE ALONG SAID SOUTH BOUNDARY LINE OF THE EASEMENT, MORTH 88 DEGREES 55 MINUTER 41 SECONDS EAST A DISTANCE OF 534.66 FEET; THENCE SOUTH 1 DEGREES 04 MINUTES 19 SECONDS EAST A DISTANCE OF 80.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MALL LOOP DRIVE AS DEDICATED BY DOCUMENT R83-15542, RECORDED JUNE 7, 1983; THENCE ALONG SAID SOUTH RIGHT OF WAY OF MALL LOOP DRIVE. NORTH 88 DEGREES 55 MINUTES 41 SECONDS EAST A DISTANCE OF 124.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF MALL LOOP DRIVE, NORTH 88 DEGREES 5! MINUTES 41 SECONDS EAST A DISTANCE OF 240.10 FEET TO A POINT; THENCE SOUTH 36 DEGREES 19 MINUTES SO SECONDS EAST A DISTANCE OF 128.87 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY 245.31 FEET ALONG AN ARC OF A CIRCLE, CONVEX TO THE NORTHWEST, NAVING A RADIUS OF 800.00 FEET TO A POINT ON A COMPOUND CURVE; THENCE SOUTHWESTERLY 0.89 FEET ALONG AN ARC OF A CIRCLE, CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 350.00 FEET TO A POINT ON A REVERSE CURVE; THENCE WESTERLY 43.76 FEET ALONG AN ALC OF A CIRCLE, CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 30.00 FEET TO A FOLKY; THENCE NORTH 61 DEGREES 15 MINUTES 35 SECONDS WEST A DISTANCE OF 65.08 FEET OF A POINT ON A CURVE; THENCE NORTHWESTERLY 173.33 FEET ALONG AN ARC OF A CIRCLE, CONVEX TO THE SCUTHWEST, HAVING A RADIUS OF 165.00 FEET TO A POINT; THENCE NORTH 1 DEGREES 04 MINUTES 19 SECONDS WEST A DISTANCE OF 70.00 FERT TO A POINT ON A CURVE; THENCE NORTHEASTERLY 70.69 FEET ALONG AN ARC OF A CIRCLE, CONVEX TO THE NORTHWAST. HAVING A RADIUS OF 45.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLIMIS.

EXHIBIT A-26

Markham

11/2

LOT 35 AND THAT PART OF LOT 36, LYING NORTH OF THE NORTH RIGHT OF WAY LINE OF 159TH STREET AS DEDICATED FOR HIGHWAY PURPOSES BY DOCUMENT 10955419, RECORDED AUGUST 17, 1931 IN COOK COUNTY, ILLINOIS, ALL IN W. F. KAISER AND COMPANY'S ADDITION TO HIDLOTHIAN ACRES, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 14 AND SECTION 23, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL HERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THAT PART OF LOT 35 LYING NORTHEASTERLY ALONG A LINE EXTENDED FROM A POINT ON THE NORTH LINE OF LOT 35 AFORESAID, 238.94 FEET EAST OF THE NORTH WEST CORNER THEREOF TO A POINT ON THE EAST LINE OF SAID LOT, 14.2 FEET NORTH OF THE SOUTH EAST OR THEREOF, ALL IN COOK COUNTY, ILLINOIS SEAS
EXCEP.

(NTDED FRO.

4 FEET EAS)
ST LINE OF SA.

IN COOK COUNTY,

3824

0824

083210

EXHIBIT A-27

Chicago Heights Chicago Heights, IL

LOTS 16, 17 AND 18 IN FOX, HOOD AND MCCLURE'S SUBDIVISION OF LOTS 9 AND 10 IN CIRCUIT COURT PARTITION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9 AND THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 14 BAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RIGHT OF WAY OF CHICAGO AND INTERURBAN TRACTION (O'DANY) IN COOK COUNTY, ILLINOIS AND EXCEPT THE WEST 17 FEET OF LOTS 16, 17 AND 18 IN FOX, HOOD AND MCCLURE'S SUBDIVISION IN SECTION 8, TOWNSHIP 35 OF COOK COUNTY CLOTH'S OFFICE NORTH, RANGE IN FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

1915. Helsted 3209 305 027.

EXHIBIT A-28

Wood River 1710 Vaugh Rd.

Lot 15, 16 and 17 in Gateway Acres, according to the plat thereof recorded in the fice Madisc. Cook County Clark's Office Recorder's Office of Madison County, Illinois in Plat Book 33 Page 49. Situated in the County of Madison and the State of Illinois.

EXHIBIT A-29

Mitchell IL

A tract of land located in the Northwest quarter of Section 35 Township 4 North, Range 9 West of the Third Principal Meridian, Madison County, Illinois, more particularly described as follows:

From the Northwest corner of a tract of land conveyed by Alton Banking and Trust Company to Men House Interstate, Inc., by Trustees Deed dated September 25, 1984 and recorded on September 28, 1984 in Book 3301 Page 776; measure West along the South right of way line of East Chain of Rocks Road a distance of 55.0 feet; thence North continuing along said right of way line a distance of 10.0 feet; thence West continuing along the South right of way line of East Chain of Rocks Road a distance of 787.0 feet to the point of beginning of the tract hereinafter described; thence South 02 degrees 31 minutes East from said beginning point a distance of 250.24 feet thence East and parallel with the South right of way line of East Chain of Rocks Road a distance of 224.58 feet; thence North a distance of 250.00 feet to a point on the South right, of way line of East Chain of Rocks Road; ,the West along said right of way line a distance of 235.53 feet to the point of beginning.

Situated in Madison County, Illinois.
(1000 E. Chain of Rocks Rd, Mitchell, IL)

EXHIBIT A-30

Glen Carbon Glen Carbon, IL

Lot No. 18 of Kettle River III, according to the plat thereof recorded in the Recorder's Office of Midison County, Illinois, in Plat Book 43 Page 29. Except the coal, gas and other minerals underlying the surface of said land and rights and easements in fivor of the estate of said coal, gas and other minerals.

Situated in Madison County, Illinois.
(Kettle River Road, Glen Carbon, JL)

08113282

EXHIBIT A-31

Collinsville 5414 Horseshoe Lake

Lot 1 in Kosten Acres - 2nd Addtion, according to the plat thereof recorded in the Recorder's Office of Madison County of Madison County, Illinois in plat cabinet 60 te control of County Clerk's Office page 68. Except coal and other minerals underlying with the right to mine and remove the lane. Situated in the County of Madison and the State of Illinois.

EXHIBIT A-32

East St. Louis
East St. Louis, IL

ALL THAT PART OF BLOCK 14, PART OF THE VACATED ALLEY IN BLOCK 14, PART OF VACATED WALNUT AVENUE AND PART OF VACATED RAILROAD STREET IN "CLAREMONT ADDITION TO NEW BRIGHTON ILLS. "; REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS, IN BOOK OF PLATS " E" ON PAGE 39, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN OLD STONE AT THE MOST NORTHERLY CORNER OF SAID LOT 1; THENCE SOUTH 42 DEGREES 54 MINUTES 22 SECONDS EAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF BROADWAY (80 FEET WIDE) A DISTANCE OF 250 FEET TO AN "X" CUT IN CONCRETE AT THE MOST NORTHERLY CORNER OF LOT 11 OF SAID BLOCK 14 OF SAID "CLAREMONT ADDITION TO NEW BRIGHTON. ILLS"; THENCE SOUTH 46 DEGREES 49 MINUTES 59 SECONDS WEST ALONG SAID LOT 11 AND ITS SOUTHWESTERLY EXTENSION THEREOF A DISTANCE OF 137.50 FEET TO AN IRON PIN AT THE SOUTHERLY LINE OF AN ALLEY (15 FEET WIDE): THENCE SOUTH 42 DEGREES 54 MINUTES 22 SECONDS EAST ALONG SAID SOUTHERLY LINE OF SAID ALLEY A DISTANCE OF 112.88 FEET TO AN IRON PIN AT THE NORTHERLY LINE OF A TRACT CONVEYED BY ROBERT ROBINSON AND FRANCES ROBINSON, HIS WIFE, TO THE SOUTHERN RAILROAD COMPANY BY DEED RECORDED IN THE RECORDER'S OFFICE OF ST. CLAIR COUNTY, ILLINOIS, IN BOOK 2493 ON PAGE 186; THENCE ALONG A CURVE TO THE RIGHT ALONG SAID NORTHERLY LINE, A CHORD BEARING SOUTH 87 DEGREES 36 MINUTES 31 SECONDS WEST, AN ARC DISTANCE OF 202.31 FEET TO AN IRON PIN AT THE CENTERLINE OF WALNUT STREET (VACATED BY ORDINANCE NO. 985) THENCE NORTH 42 DEGREES 54 MINUTES 22 SECONDS WEST ALONG SAID CENTERLINE OF SAID WALNUT STREET A DISTANCE OF 231.87 FEET TO AN IRON PIN AT THE SOUTHEASTERLY LINE OF 18TH STREET (60 FEET WIDE); THENCE NORTH 46 DEGREES 49 MINUTES 59 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE OF 18TH STREET A DISTANCE OF 290 FEET TO THE POINT OF BEGINNING.

AND ALSO

BEGINNING AT AN "X" CUT IN CONCRETE AT THE MOST NORTHERLY CORNER OF SAID LOT 13; THENCE SOUTH 42 DEGREES 54 MINUTE. 22 SECONDS EAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF BRAODWAY (10 FEET WIDE) A DISTANCE OF 114.69 FEET TO AN IRON PIN AT THE NORTHERLY LINE OF A TRACT CONVEYED BY ROBERT ROBINSON AND FRANCES ROBINSON, HIS WIFE, TO THE SOUTHERN RAILROAD COMPANY BY SAID BOOK 2493 ON PAGE 16C; THENCE SOUTH 65 DEGREES 01 MINUTE 55 SECONDS WEST ALONG SAID NORTHERLY LINE OF DISTANCE OF 71.42 FEET TO AN IRON PIN; THENCE CONTINUING ALONG SAID NORTHERLY LINE ALONG A CURVE TO THE RIGHT, CHORD BEARING SOUTH 86 DEGREES 47 MINUTES 08 SECONDS WEST, AN ARC DISTANCE OF 58.75 FEET TO AN IRON PIN AT THE NORTHERLY LINE OF AN ALLEY (15 FEET WIDE); THENCE NORTH 42 DEGREES 54 MINUTES 22 SECONDS WEST ALONG SAID NORTHERLY LINE OF SAID ALLEY A DISTANCE OF 70.43 FEET TO AN IRON PIN AT THE SOUTHWESTERLY CORNER OF SAID LOT 13; THENCE NORTH 46 DEGREES 49 MINUTES 59 SECONDS EAST ALONG SAID LOT 13 A DISTANCE OF 122.50 FEET TO THE POINT OF BEGINNING.

08119282

EXHIBIT A-33

Belleville Belleville, IL

Lots 13 and 14 of Central Plaza Development; reference being had to the plat thereof recorded in the recorder's office of St. Clair County, Illinois, in book of plats "95" on Page 25

Except the coal underlying the surface of said land and all rights and easements in favor of the state of said coal.
Situated in GP. Clair County, Illinois.

EXHIBIT A-34

Columbia Southport Dr.

Lots 10 and 11 of the First Addition to Southport Subdivision, a Subdivision of Part of Tax Lot 11A, 11C, 12A & 12C of U.S. Survey 556, Claim 498, Township 1 South, Range 10 West of the Third Principal Meridian, Monroe County, Illinois. Tail of County Clark's Office

EXHIBIT A-35

Joliet Joliet, IL

PARCEL 1:

THAT PART OF LDT 2 IN LOUIS JOLIET PARCEL J SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHEAST 1/8 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE DRAWN PERPENDICULAR TO THE SOUTH LINE THEREOF THROUGH A JOINT THEREIN 301.0 FEET EAST OF THE SOUTHWEST CORNER THEREOF (EXCEPT THAT PART LING NORTH OF THE SOUTH LINE OF DRAINAGE EASEMENT ADJOINING THE NORTH LINE OF SAID LOT), ACCORDING TO THE PLAT THEREOF RECORDED JUNE 27, 1995 AS DOCUMENT NO. R95-042/95, IN WILL COUNTY, ILLINOIS.

PARCEL 2

NON-EXCLUSIVE DRAINAGE EASEMENT, RIGHT OF WAY AND AREA FOR DETENTION POND PARCEL OVER THE BENEFITTED PROPERTY SYSTEM AND THE STORM SEVER SYSTEM AND DETENTION POND AS DESCRIBED IN AND CREATED BY DETENTION POND AGREEMENT MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 15, 1976 AND KNOWN AS TRUST NUMBER 39344 AND HOMART DEVELOPMENT CO. RECORDED JULY 31, 1985 AT DOCUMENT NUMBER R85-24384, IN WILL COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS OVER AN EASEMENT FOR TUBLIC ROADWAY LOCATED ON THE FOLLOWING DESCRIBED LAND: THAT PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MARIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 26; THENCE NORTH 88 DEGREES 55 MINITED 41 SECONDS EAST A DISTANCE OF 538 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 55 MINUTES 41 SECONDS EAST A DISTANCE OF 80 FEET; THENCE SOUTH 1 DEGREES 04 MINUTES 19 SECONDS EAST A DISTANCE OF 265 FEET; THENCE SOUTH 43 DEGREES 15 MINUTES 41 SECONDS EAST A DISTANCE OF 14.1 FEET TO THE NORTH RIGHT OF WAY LINE OF MALL LOOP DRIVE AS DEDICATED BY DOCUMENT R83-15542; THENCE SOUTH 88 DEGREES 53 MINUTES 41 SECONDS WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID MALL LOOP DRIVE A DISTANCE OF 125 FEET; THENCE NORTH 43 DEGREES 55 MINUTES 41 SECONDS EAST A DISTANCE OF 49.5 FEET; THENCE NORTH 1 DEGREES 04 MINUTES 19 SECONDS WEST A DISTANCE OF 240 FEET TO THE POINT OF BEGINNING, AND CREATED BY GRANT FOR PUBLIC ROADWAY RECORDED JUNE 27, 1995 AS DOCUMENT R95-43051, IN WILL COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR UNDERGROUND PUBLIC UTILITIES AND DRAINAGE AS CREATED BY GRANT OF EASEMENT FROM THE COMMONWEALTH EDISON COMPANY RECORDED JUNE 27, 1995 AS DOCUMENT NO. R95-43050 OVER THE LAND DESCRIBED THEREIN, IN WILL COUNTY, ILLINOIS.

SCHEDULE 1

PROPERTY ADDRESSES

	<u>ADDRESS</u>	COUNTY
1.	Waukegan 2161 Northwestern Ave. Waukegan, IL 60087	Lake
2.	Volo 2667/ Commerce Drive Volo, IL 60030	Lake
3.	Crystal Lake, IL 00014	McHenry
4.	Lincolnshire 580 Bond St. Lincolnshire, IL 60069	Lake
5.	Lincolnshire 580 Bond St. Lincolnshire, IL 60069 Wheeling 100 N. Northgate Parkway Wheeling, IL Palatine 508 S. Hicks Rd. Palatine, IL 60067 Schaumburg 1020 E. State Pkwy. Schaumburg, IL 60173	Cook
6.	Palatine 508 S. Hicks Rd. Palatine, IL 60067	Cook
7.	Schaumburg 1020 E. State Pkwy. Schaumburg, IL 60173	Cook
8.	Elk Grove 2450 Landmeier Rd. Elk Grove Village, IL 60007	Cook
9.	South Elgin 745 Schnider Dr. South Elgin, IL 60177	Kane
10.	Streamwood 230 Roma Jean Pkwy. Streamwood, IL 60107	Cook

11.	Addison 425 S. Lombard Rd. Addison, IL 60101	Dupage
12.	Skokie 3555 W. Jarvis Ave. Skokie, IL 60076	Cook
13.	Hillside 4141 W. Harrison Hillside, IL 60162	Cook
14.	Filmore 5618 W Filmore Chicago, L 60644	Cook
15.	Chicago/Webster 1850 Webster St. Chicago, IL 60614	Cook
16.	Chicago/Wrightwood 2601 N. Keeler Avenue 4150 W Wrightwood Avenue Chicago, IL 60639	Cook
17.	Chicago/ 14th Place 527 W. 14th Place Chicago, IL 60609	Cook
18.	Chicago, IL 60639 Chicago/ 14th Place 527 W. 14th Place Chicago, IL 60609 Chicago/43d 1344 W. 43rd St. Chicago, IL 60609	Cook
19.	Chicago/76th 3134 W. 76h St. Chicago, IL 60609	Cook
20.	Chicago/114th St. 830 E. 114th St. Chicago, IL 60628	Соок
21.	Bedford Park 5231 W. 70th Place Bedford Park, IL 60638	Cook

22.	Downers Grove 5106 Walnut Ave. Downers Grove, IL 60515	Dupage
23.	Naperville 435 Weston Ridge Road Naperville, IL 60540	Dupage
24.	Aurora 1691 Landmark Rd. Aurora, IL 60506	Kane
25.	John 3501 Mall Loop Drive Joliet, IL 60435	Will
26.	Markham 3824 159th Place Markham, IL 60426	Cook
27.	Markham, IL 60426 Chicago Heights 191 S. Halsted St. Chicago Heights, IL 60411 Wood River 1710 Vaughn Rd. Wood River, IL 62095 Mitchell 1000 E. Chain of Rocks Rd. Mitchell, IL 62040 Glen Carbon	Cook
28.	Wood River 1710 Vaughn Rd. Wood River, IL 62095	Madison
29.	Mitchell 1000 E. Chain of Rocks Rd. Mitchell, IL 62040	Madison
30.	Glen Carbon 18 Kettle River Drive Glen Carbon, IL 62034	Madison
31.	Collinsville 5414 Horseshoe Lake Road Collinsville, IL 62234	Madison
32.	East St. Louis 1801 E. Broadway Street East St. Louis, IL 62205	St. Clair

33. Belleville 2315 Old Collinsville Rd. Belleville, IL 62221

St. Clair

34. Columbia 324 Southport Dr. Columbia, IL 62236 Monroe

Joliet 35. Jiet, IL

Cook County Of County Clark's Office 3500 Mail Loop Dr. Joliet, IL 60435

Will