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Doc#: 1007644098 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/17/2010 03:09 PM Pg: 1 of 16

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Property of Cook County Clerk's Office

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (this "Agreement") dated 02-26-, 2010, is made among **O'HARE RECORD RETENTION CENTER, INC.**, an Illinois corporation ("Tenant"), **KTR CHICAGO LLC**, a Delaware limited liability company ("Landlord"), and **BANK OF AMERICA, N.A.**, a national banking association ("Agent"), as administrative agent for the benefit of the lenders (collectively, the "Lenders") under the credit facility secured by the hereinafter described Mortgage, their successors and assigns or affiliates from time to time a party to that certain Credit Agreement dated Dec 31, 2009, by and among KIF Property Trust ("Borrower"), Administrative Agent, and the Lenders ("Mortgagee").

WHEREAS, Landlord has been informed that Agent and the Lenders are providing a loan (the "Loan") pursuant to that certain Loan Agreement (the "Loan Agreement") dated as of December 31, 2009, executed by and among Agent, the Lenders and KIF Property Trust ("Borrower"); and

WHEREAS, in connection with the Loan, Lenders are or will be the owners of certain notes (herein, as they may have been or may be from time to time renewed, extended, amended, supplemented, or restated, whether one or more called the "Note") executed by Borrower payable to the Lenders, in the aggregate principal amount of \$150,000,000.00 bearing interest and payable as therein provided, secured by, among other things, a Mortgage or Deed of Trust, with Assignment, Security Agreement and Financing Statement (herein, as it may have been or may be from time to time renewed, extended, amended or supplemented, called the "Mortgage"), recorded or to be recorded in the land records of Cook County, Illinois, covering, among other property, the land (the "Land") described in Exhibit "A" which is attached hereto and incorporated herein by reference, and the improvements ("Improvements") thereon (such Land and Improvements being herein together called the "Property") and

WHEREAS, Tenant is the tenant under a lease from Landlord dated December 23, 2009, (as it may from time to time be renewed, extended, amended or supplemented, called the "Lease"), covering a portion of the Property (said portion being herein referred to as the "Premises"); and

WHEREAS, the term "Landlord" as used herein means the present landlord under the Lease or, if the landlord's interest is transferred in any manner, the successor(s) or assign(s) occupying the position of landlord under the Lease at the time in question; and

WHEREAS, Landlord, as a subsidiary of Borrower, acknowledges that it will receive a material benefit as a result of the Lenders making available to Borrower the Loan, and as a material inducement to Lenders to advance the Loan to Borrower, Landlord desires to execute and deliver, and to cause Tenant to execute and deliver to Lenders this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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1. Subordination. Tenant agrees and covenants that the Lease and the rights of Tenant thereunder, all of Tenant's right, title and interest in and to the property covered by the Lease, and any lease thereafter executed by Tenant covering any part of the Property, are and shall be subject, subordinate and inferior to (a) the Mortgage and the rights of the Lenders thereunder, and all right, title and interest of the Lenders in the Property, and (b) all other security documents now or hereafter securing payment of any indebtedness of the Borrower to the Lenders which cover or affect the Property (the "Security Documents"). This Agreement is not intended and shall not be construed to subordinate the Lease to any mortgage, deed of trust or other security document other than those referred to in the preceding sentence, securing the indebtedness to the Lenders.

2. Non-Disturbance. Agent, on behalf of the Lenders, agrees that so long as the Lease is in full force and effect and Tenant is not in default in the payment of rent, additional rent or other payments or in the performance of any of the other terms, covenants or conditions of the Lease on Tenant's part to be performed (beyond the period, if any, specified in the Lease within which Tenant may cure such default),

(a) Tenant's possession of the Premises under the Lease shall not be disturbed or interfered with by the Lenders in the exercise of any of its foreclosure rights under the Mortgage or conveyance in lieu of foreclosure, and

(b) The Lenders will not join Tenant as a party defendant for the purpose of terminating Tenant's interest and estate under the Lease in any proceeding for foreclosure of the Mortgage.

3. Attornment.

(a) Tenant covenants and agrees that in the event of foreclosure of the Mortgage, whether by power of sale or by court action, or upon a transfer of the Property by conveyance in lieu of foreclosure (the purchaser at foreclosure or the transferee in lieu of foreclosure, including Agent, on behalf of the Lenders, if it is such purchaser or transferee, being herein called "New Owner"), Tenant shall attorn to the New Owner as Tenant's new landlord, and agrees that the Lease shall continue in full force and effect as a direct lease between Tenant and New Owner upon all of the terms, covenants, conditions and agreements set forth in the Lease and this Agreement except for provisions which are impossible for New Owner to perform; provided, however, that in no event shall the New Owner be:

(i) liable for any act, omission, default, misrepresentation, or breach of warranty, of any previous landlord (including Landlord) or obligations accruing prior to New Owner's actual ownership of the Property;

(ii) subject to any offset, defense, claim or counterclaim which Tenant might be entitled to assert against any previous landlord (including Landlord);

(iii) bound by any payment of rent, additional rent or other payments, made by Tenant to any previous landlord (including Landlord) for more than one (1) month in advance;

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(iv) bound by any amendment, or modification of the Lease hereafter made, or consent, or acquiescence by any previous landlord (including Landlord) under the Lease to any assignment or sublease hereafter granted, without the written consent of Agent; or

(v) liable for any deposit that Tenant may have given to any previous landlord (including Landlord) which has not, as such, been transferred to New Owner.

(b) The provisions of this Agreement regarding attornment by Tenant shall be self-operative and effective without the necessity of execution of any new lease or other document on the part of any party hereto or the respective heirs, legal representatives, successors or assigns of any such party. Tenant agrees, however, to execute and deliver upon the request of New Owner, any instrument or certificate which in the reasonable judgment of New Owner may be necessary or appropriate to evidence such attornment of the Lease.

4. Estoppel Certificate Tenant agrees to execute and deliver from time to time, upon the request of Landlord or of any holder(s) of any of the indebtedness or obligations secured by the Mortgage, a certificate regarding the status of the Lease, consisting of statements, if true (or if not, specifying why not), (a) that the Lease is in full force and effect, (b) the date through which rentals have been paid, (c) the date of the commencement of the term of the Lease, (d) the nature of any amendments or modifications of the Lease, (e) to the best of Tenant's knowledge no default, or state of facts which with the passage of time or notice (or both) would constitute a default, exists under the Lease, (f) to the best of Tenant's knowledge, no setoffs, recoupments, estoppels, claims or counterclaims exist against Landlord, and (g) such other information concerning the Lease as may be reasonably requested by said party.

5. Acknowledgment and Agreement by Tenant Tenant acknowledges and agrees as follows:

(a) Tenant acknowledges that Borrower will execute and deliver to Agent in connection with the financing of the Property an Assignment of Leases and Rents. Tenant hereby expressly consents to such assignment and agrees that such assignment shall, in all respects, be superior to any interest Tenant has in the Lease of the Property, subject to the provisions of this Agreement. Tenant will not amend, alter or waive any provision of, or consent to the amendment, alteration or waiver of any provision of the Lease without the prior written consent of Agent. Tenant shall not prepay any rents or other sums due under the lease for more than one (1) month in advance of the due date therefor. Tenant acknowledges that Agent will rely upon this instrument in connection with such financing.

(b) Agent, in making any disbursements to Borrower, is under no obligation or duty to oversee or direct the application of the proceeds of such disbursements, and such proceeds may be used by Borrower for purposes other than improvement of the Property.

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(c) From and after the date hereof, in the event of any act or omission by Landlord which would give Tenant the right, either immediately or after the lapse of time, to terminate the Lease or to claim a partial or total eviction, Tenant will not exercise any such right (i) until it has given written notice of such act or omission to Agent; and (ii) until the same period of time as is given to Landlord under the Lease to cure such act or omission shall have elapsed following such giving of notice to Agent, but in any event 30 days after receipt of such notice or such longer period of time as may be necessary to cure or remedy such default, act, or omission including such period of time necessary to obtain possession of the Property and thereafter cure such default, act, or omission, during which period of time Agent and the Lenders shall be permitted to cure or remedy such default, act or omission; provided, however, that neither Agent nor any Lender shall have a duty or obligation to cure or remedy any breach or default. It is specifically agreed that Tenant shall not, as to Agent or the Lenders, require cure of any such default which is personal to Landlord, and therefore not susceptible to cure by Agent or the Lenders.

(d) In the event that Agent notifies Tenant of a Default under and as defined in the Loan Agreement, the Mortgage, the Note, or the Security Documents and demands that Tenant pay its rent and all other sums due under the Lease directly to Agent then, unless and until Agent notifies Tenant that it should resume paying rents to Landlord, Tenant shall honor such demand and pay the full amount of its rent and all other sums due under the Lease directly to Agent, without offset, or as otherwise required pursuant to such notice beginning with the payment next due after such notice of default, without inquiry as to whether a default actually exists under the Loan Agreement, the Mortgage, the Security Documents or otherwise in connection with the Note, and notwithstanding any contrary instructions of or demands from Landlord.

(e) Tenant shall send a copy of any notice or statement under the Lease to Agent at the same time such notice or statement is sent to Landlord if such notice or statement has a material impact on the economic terms, operating covenants or duration of the Lease.

(f) Tenant has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Premises or the Property, or any portion thereof or any interest therein, and to the extent that Tenant has had, or hereafter acquires, any such right or option, same is hereby acknowledged to be subject and subordinate to the Mortgage and is hereby waived and released as against Agent, the Lenders, and New Owner.

(g) This Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement and Tenant waives any requirement to the contrary in the Lease.

(h) Neither Agent, the Lenders nor any New Owner shall have any liability to Tenant or any other party for any conflict between the provisions of the Lease and the provisions of any other lease affecting the Property, including, but not limited to, any provisions relating to exclusive or non-conforming uses or rights, renewal options and

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options to expand, and in the event of such a conflict, Tenant shall have no right to cancel the Lease or take any other remedial action against Agent, the Lenders, or New Owner, or against any other party for which Agent, the Lenders or any New Owner would be liable.

(i) Neither Agent, the Lenders nor any New Owner shall have any obligation or incur any liability with respect to the erection or completion of the improvements in which the Premises are located or for completion of the Premises or any improvements for Tenant's use and occupancy, either at the commencement of the term of the Lease or upon any renewal or extension thereof or upon the addition of additional space, pursuant to any expansion rights contained in the Lease (without derogation of Tenant's other rights and remedies under the Lease as a result of the failure of such improvements to be so completed). Notwithstanding the foregoing, New Owner shall be liable for any restoration and repairs required to be performed by Landlord in the event of a casualty or condemnation that occurs after New Owner's acquisition of the Property as set forth in the Lease.

(j) Neither Agent, the Lenders, nor any New Owner shall have any obligation or incur any liability with respect to any warranties of any nature whatsoever, whether pursuant to the Lease or otherwise, including, without limitation, any warranties respecting use, compliance with zoning, Landlord's title, Landlord's authority, habitability, fitness for purpose or possession.

(k) In the event that Agent, any of the Lenders or any New Owner shall acquire title to the Premises or the Property, Agent, such Lender or such New Owner shall have no obligation, nor incur any liability, beyond Agent's, such Lender's or New Owner's then equity interest, if any, in the Property or the Premises, and Tenant shall look exclusively to such equity interest of Agent, such Lender or New Owner, if any, for the payment and discharge of any obligations imposed upon Agent, such Lender or New Owner hereunder or under the Lease or for recovery of any judgment from Agent, such Lender, or New Owner, and in no event shall Agent, such Lender, New Owner, nor any of their respective officers, directors, shareholders, agents, representatives, servants, employees or partners ever be personally liable for such judgment.

6. Acknowledgment and Agreement by Landlord. Landlord, as landlord under the Lease and as a subsidiary of Borrower, grantor under the Mortgage, acknowledges and agrees for itself and its heirs, representatives, successors and assigns, that: (a) this Agreement does not constitute a waiver by Agent or the Lenders of any of their rights under the Loan Agreement, the Mortgage, the Note, or the Security Documents, or in any way release Borrower from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Loan Agreement, the Mortgage, the Note, or the Security Documents; (b) the provisions of the Loan Agreement, the Mortgage, the Note, or the Security Documents remain in full force and effect and must be complied with by Borrower; and (c) Tenant is hereby authorized to pay its rent and all other sums due under the Lease directly to Agent, for the benefit of the Lenders, upon receipt of a notice as set forth in paragraph 5(d) above from Agent and that Tenant is not obligated to inquire as to whether a default actually exists under the Loan Agreement, the Mortgage, the Security Documents or otherwise in connection with the Note. Landlord hereby releases and discharges Tenant of and from any liability to Landlord resulting from Tenant's

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payment to Agent in accordance with this Agreement. Landlord represents and warrants to Agent and the Lenders that a true and complete copy of the Lease has been delivered by Landlord to Agent.

7. Lease Status. Tenant certifies to Agent and the Lenders that it has no knowledge of any default on the part of the other under the Lease, that the Lease is bona fide and contains all of the agreements of the parties thereto with respect to the letting of the Premises and that all of the agreements and provisions therein contained are in full force and effect.

8. Notices. All notices, requests, consents, demands and other communications required or which any party desires to give hereunder shall be in writing and shall be deemed sufficiently given or furnished if delivered by personal delivery, by courier, by registered or certified United States mail, postage prepaid or by facsimile addressed to the party to whom directed, at the addresses specified at the end of this Agreement (unless changed by similar notice in writing given by the particular party whose address is to be changed). Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of courier or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of facsimile, upon receipt provided, however, that service of a notice required by any applicable statute shall be considered complete when the requirements of the statute are met. Notwithstanding the foregoing, no notice of change of address shall be effective except upon receipt. This Paragraph 8 shall not be construed in any way to affect or impair any waiver of notice or demand provided in this Agreement or in the Lease or in any document evidencing, securing or pertaining to the loan evidenced by the Note or to require giving of notice or demand to or upon any person in any situation or for any reason.

9. Miscellaneous.

(a) This Agreement supersedes any inconsistent provision of the Lease.

(b) Nothing contained in this Agreement shall be construed to derogate from or in any way impair, or affect the lien, security interest or provisions of the Loan Agreement, the Mortgage, the Note, or the Security Documents.

(c) This Agreement shall inure to the benefit of the parties hereto, their respective successors and permitted assigns, and any New Owner, and its heirs, personal representatives, successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of Agent or any of the Lenders, all obligations and liabilities of Agent or the assigning Lender under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Agent's or such Lender's interest is assigned or transferred; and provided further that the interest of Tenant under this Agreement may not be assigned or transferred without the prior written consent of Agent.

(d) THIS AGREEMENT AND ITS VALIDITY, ENFORCEMENT AND INTERPRETATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND APPLICABLE UNITED STATES FEDERAL LAW EXCEPT ONLY

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TO THE EXTENT, IF ANY, THAT THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED NECESSARILY CONTROL.

(e) The words "herein", "hereof", "hereunder" and other similar compounds of the word "here" as used in this Agreement refer to this entire Agreement and not to any particular section or provision.

(f) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

(g) If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not apply to or affect any other provision hereof, but this Agreement shall be construed as if such invalidity, illegality, or unenforceability did not exist.

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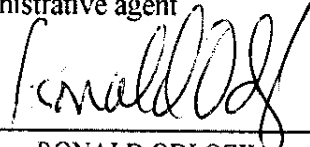
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed as of the date first above written.

ADDRESS OF MORTGAGEE:

901 Main Street, 64th Floor
Dallas, Texas 75202
Attention: Ron Odlozil

MORTGAGEE:

BANK OF AMERICA, N.A.,
as administrative agent

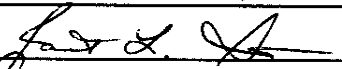
By: 
Name: RONALD ODLOZIL
~~SENIOR VICE PRESIDENT~~
Title: _____

ADDRESS OF TENANT:

10800 West Belmont Avenue, Suite _____
Franklin Park, Illinois 60131
Attention: _____

TENANT:

**O'HARE RECORD RETENTION
CENTER, INC.,** an Illinois corporation

By: Janet L. Smith
Name: 
Title: CEO

With a copy to:



Harry J. Fournier, Esq.
Fournier Law Firm, Ltd.
2210 Midwest Road, Suite 212
Oak Brook, Illinois 60523

ADDRESS OF LANDLORD:

c/o KTR Capital Partners
5 Tower Bridge
300 Barr Harbor Drive, Suite 105
Conshohocken, Pennsylvania 19428
Attention: Stephen J. Butte

LANDLORD:

KTR CHICAGO LLC, a Delaware limited liability company

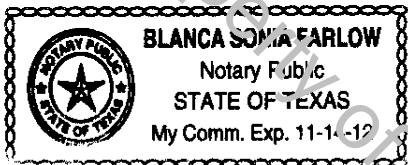
By: KIF Property Trust
Its: Sole Member
By: 
Its: 

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THE STATE OF _____ §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 8 day of MARCH, 2010, by Ronald Odlozil, Senior Vice President of BANK OF AMERICA, N.A., a national banking association, on behalf of said banking association.

My commission expires: 11-14-12

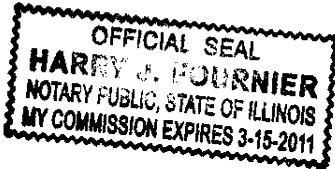


B. Sonia Farlow
Notary Public - State of Texas

THE STATE OF ILLINOIS §
COUNTY OF COOK §

This instrument was acknowledged before me on the 28th day of February, 2010, by TANET SMITH, CEO of O'HARE RECORD RETENTION CENTER, INC., an Illinois corporation, on behalf of said corporation.

My commission expires: _____

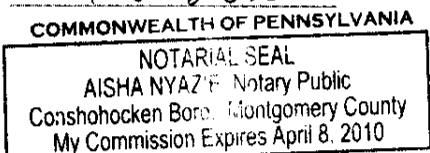


[Signature]
Notary Public - State of Illinois

THE STATE OF ~~ILLINOIS~~ PA §
COUNTY OF Montgomery §

This instrument was acknowledged before me on the 2nd day of March, 2010, by Stephen J. Butte, Senior VP of KIF Property Trust, the sole member of KTR CHICAGO LLC, a Delaware limited liability company, on behalf of said trust and limited liability company.

My commission expires: 4-8-2010



Aisha Nyazee
Notary Public - State of ~~Illinois~~ PA

KTR Chicago Record Retention Center, 10800 W. Belmont, Chicago, Illinois

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Exhibit A

Legal Description of the Land

Parcel 1: 12-20-301-011-0000; 12-20-301-017-0000; 12-20-301-030-0000; 12-20-301-035-0000;
12-20-400-024-0000; 12-20-400-026-0000; 12-20-401-019-0000

THAT PART OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 20, SAID CORNER BEING ALSO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 20; THENCE NORTH 89 DEGREES 22 MINUTES 47 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 517.535 FEET, TO THE EAST LINE OF ALTA STREET; THENCE NORTH 0 DEGREES 02 MINUTES 47 SECONDS WEST ALONG SAID EAST LINE 1059.07 FEET TO THE NORTH TERMINUS OF ALTA STREET; THENCE SOUTH 89 DEGREES 57 MINUTES 13 SECONDS WEST ALONG THE NORTH LINE OF THE NORTH TERMINUS OF ALTA STREET A DISTANCE OF 30 FEET TO THE WEST LINE OF EAST 547.50 FEET (MEASURED PERPENDICULARLY) OF THE SAID SOUTHWEST QUARTER; THENCE NORTH 0 DEGREES 2 MINUTES 47 SECONDS WEST ALONG SAID WEST LINE A DISTANCE OF 170.72 FEET; THENCE NORTH 67 DEGREES 49 MINUTES 42 SECONDS EAST 67.25 FEET TO A POINT ON A LINE 25 FEET (MEASURED PERPENDICULARLY) SOUTHEASTERLY AND PARALLEL WITH THE SOUTHEASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY RIGHT OF WAY; THENCE NORTH 79 DEGREES 22 MINUTES 23 SECONDS EAST ALONG SAID PARALLEL LINE 493.60 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER 1351.78 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE CONTINUING NORTH 79 DEGREES 22 MINUTES 23 SECONDS EAST ALONG SAID PARALLEL LINE 639.35 FEET TO THE SOUTHWESTERLY LINE OF FRANKLIN AVENUE AS PER DOCUMENT 17696453; THENCE SOUTH 61 DEGREES 14 MINUTES 37 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE 18.63 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE, CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 1519.41 FEET, FOR A DISTANCE OF 28.99 FEET TO THE INTERSECTION WITH THE LINE 55.0 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID SOUTHEASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE SOUTH 79 DEGREES 22 MINUTES 23 SECONDS WEST ALONG SAID PARALLEL LINE 349.59 FEET TO A POINT ON A LINE PERPENDICULAR TO A LINE DRAWN BETWEEN A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 20 AND 1315 FEET NORTH OF SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER AND A POINT 702.55 FEET WEST OF THE EAST LINE AND 29.30 FEET SOUTH OF THE NORTH LINE OF THE SOUTH HALF OF SAID SOUTHEAST QUARTER, SAID LAST DESCRIBED LINE BEING THE NORTH LINE OF THE GREAT LAKES PIPE LINE COMPANY TERMINAL PROPERTY AS PER DOCUMENT 10984566 (HEREINAFTER "SAID NORTH LINE") AND SAID PERPENDICULAR LINE BEING DRAWN NORTHWARD FROM A POINT ON SAID NORTH LINE 325 FEET EAST (MEASURED ALONG SAID NORTH LINE) OF THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTHERLY ALONG SAID PERPENDICULAR LINE 75 FEET, MORE OR LESS, TO SAID NORTH LINE; THENCE WESTERLY 117.11 FEET TO A POINT ON SAID NORTH LINE 207.89 FEET EAST (MEASURED ALONG SAID NORTH LINE) OF THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTHWESTERLY ON A CURVED LINE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 439.28 FEET; THENCE ALONG SAID CURVED LINE A DISTANCE OF 397.40 FEET TO A POINT, SAID POINT BEING 40 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTHERLY ON A LINE

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PARALLEL TO AND 40 FEET EAST OF SAID WEST LINE, (BEING TANGENT TO THE AFORESAID CURVED LINE HAVING THE RADIUS OF 439.28 FEET) A DISTANCE OF 556.03 FEET TO A POINT; THENCE SOUTHEASTERLY ON A CURVED LINE CONVEX SOUTHWESTERLY HAVING A RADIUS OF 553.70 FEET, A DISTANCE OF 463.77 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER; THENCE WESTERLY ON SAID SOUTH LINE A DISTANCE OF 223.12 FEET TO THE SOUTH WEST CORNER OF SAID SOUTHEAST QUARTER, BEING THE POINT OF BEGINNING IN SECTION 20, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

-TOGETHER WITH-

THAT PART OF THE FOLLOWING DESCRIBED PARCEL OF LAND LYING EASTERLY OF A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID PARCEL, THROUGH A POINT 325.00 FEET (AS MEASURED ON THE SOUTH LINE OF SAID PARCEL) EAST OF THE SOUTHWEST CORNER THEREOF; LYING WESTERLY OF A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID PARCEL, THROUGH A POINT 505.72 FEET (AS MEASURED ON THE SOUTH LINE OF SAID PARCEL) EAST OF THE SOUTHWEST CORNER THEREOF, AND LYING SOUTHERLY OF THE SOUTHERLY LINE OF A SEWER AND WATER MAIN EASEMENT RESERVED BY CLEARING INDUSTRIAL DISTRICT, INC., IN DEED RECORDED MARCH 24, 1972 AS DOCUMENT 21845569, SAID PARCEL BEING DESCRIBED AS: THAT PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 20 AFORESAID, 1315.00 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0 DEGREES 02 MINUTES 47 SECONDS WEST ALONG SAID WEST LINE 36.78 FEET TO A LINE 25.0 FEET (MEASURED PERPENDICULARLY) SOUTHEASTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE NORTH 79 DEGREES 22 MINUTES 25 SECONDS EAST ALONG SAID PARALLEL LINE 639.35 FEET TO THE SOUTHWESTERLY LINE OF FRANKLIN AVENUE AS PER DOCUMENT NUMBER 17696458; THENCE SOUTH 61 DEGREES 14 MINUTES 37 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE 18.63 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE, CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 1519.41 FEET, FOR A DISTANCE OF 416.25 FEET TO THE WEST LINE OF FRANKLIN AVENUE; THENCE SOUTH 62 DEGREES 10 MINUTES 24 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE OF FRANKLIN AVENUE 47.23 FEET TO A POINT IN A LINE DRAWN FROM A POINT 702.55 FEET EAST OF THE EAST LINE AND 29.30 FEET SOUTH OF THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER TO A POINT IN THE WEST LINE OF SAID SOUTHEAST QUARTER WHICH IS 1315.00 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 88 DEGREES 41 MINUTES 23 SECONDS WEST ALONG SAID LAST DESCRIBED LINE FOR A DISTANCE OF 1071.07 FEET TO THE POINT OF BEGINNING.

1 Parcel 2: Easement Parcel

EASEMENT FOR INGRESS AND EGRESS AS CREATED BY DOCUMENT RECORDED BY RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON SEPTEMBER 26, 1984 AS DOCUMENT NO. 27270591, OVER PORTION OF PROPERTY.

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LEGAL DESCRIPTIONS OF PORTION SUBJECT TO EASEMENT:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF FRANKLIN AVENUE AS PER DOCUMENT NUMBER 17696458 WITH THE SOUTHERLY LINE OF A SEWER AND WATER MAIN EASEMENT RESERVED BY CLEARING INDUSTRIAL DISTRICT, INC., IN DEED RECORDED MARCH 24, 1972 AS DOCUMENT NUMBER 21845569; THENCE SOUTHEASTERLY ALONG THE SAID SOUTHWESTERLY LINE OF FRANKLIN AVENUE, BEING A CURVED LINE CONVEX SOUTHERLY HAVING A RADIUS OF 1519.41 FEET, A DISTANCE OF 159.80 FEET TO A POINT (SAID POINT BEING THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED); THENCE SOUTHWESTERLY, RADIAL TO SAID LINE OF FRANKLIN AVENUE, 8.11 FEET TO A POINT OF CURVE OF A CURVED LINE CONVEX SOUTHERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVED LINE 92.71 FEET TO A POINT ON A LINE TANGENT WITH SAID CURVE HAVING A RADIUS OF 50.00; THENCE NORTHWESTERLY ALONG SAID TANGENT LINE A DISTANCE OF 140.98 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SEWER AND WATER MAIN EASEMENT, SAID POINT BEING 47.0 FEET WESTERLY OF, AS MEASURED ALONG SAID SOUTHERLY LINE OF SEWER AND WATER MAIN EASEMENT, THE SOUTHWESTERLY LINE OF FRANKLIN AVENUE; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF SEWER AND WATER MAIN EASEMENT, THE SOUTHWESTERLY LINE OF FRANKLIN AVENUE; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF SEWER AND WATER MAIN EASEMENT 62.58 FEET TO A POINT ON A CURVED LINE CONVEX NORTHERLY HAVING A RADIUS OF 50.00 FEET, SAID POINT BEING TANGENT WITH THE LAST DESCRIBED COURSE; THENCE EASTERLY ALONG SAID CURVED LINE A DISTANCE OF 42.32 FEET TO A POINT ON A LINE TANGENT WITH THE AFORESAID CURVED LINE; THENCE SOUTHEASTERLY ALONG SAID TANGENT LINE A DISTANCE OF 145.00 FEET TO A POINT ON A CURVED LINE CONVEX SOUTHERLY HAVING A RADIUS OF 80.00 FEET; THENCE EASTERLY ALONG SAID CURVED LINE A DISTANCE OF 148.34 FEET TO A POINT ON A LINE TANGENT WITH SAID CURVED LINE; THENCE NORTHEASTERLY ALONG SAID TANGENT LINE A DISTANCE OF 8.40 FEET TO THE AFORESAID SOUTHWESTERLY LINE OF FRANKLIN AVENUE; THENCE NORTHWESTERLY ALONG THE SAID SOUTHWESTERLY LINE OF FRANKLIN AVENUE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

Parcel 3: 12-20-301-023-0000

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 20 AFORESAID, WITH THE WEST LINE OF ALTA STREET SAID WEST LINE BEING A LINE 577.50 FEET (MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 20 AFORESAID; THENCE NORTH ALONG SAID WEST LINE OF STREET A DISTANCE OF 455.0 FEET; THENCE WEST AT RIGHT ANGLES 278.00 FEET; THENCE SOUTH AT RIGHT ANGLES 451.77 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 20 AFORESAID; THENCE EAST ALONG SAID SOUTH LINE A DISTANCE OF 278.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Parcel 4: 12-20-301-024-0000; 12-20-301-025-0000

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THAT PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF ALTA STREET, SAID WEST LINE BEING A LINE 577.50 FEET (MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 20, AFORESAID, 455.0 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE WEST AT RIGHT ANGLES TO SAID WEST LINE OF ALTA STREET ON A BEARING OF SOUTH 89 DEGREES 57 MINUTES 13 SECONDS WEST 253.0 FEET; THENCE NORTH 0 DEGREES 02 MINUTES 47 SECONDS WEST 361.57 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG SAID CURVE, CONVEX NORTHWESTERLY, HAVING A RADIUS OF 338.27 FEET, FOR A DISTANCE OF 139.11 FEET TO A POINT; THENCE NORTH 26 DEGREES 52 MINUTES 15 SECONDS EAST 82.97 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A CURVE, CONVEX NORTHWESTERLY, HAVING A RADIUS OF 389.77 FEET FOR A DISTANCE OF 305.34 FEET TO A POINT; THENCE SOUTH 0 DEGREES 02 MINUTES 47 SECONDS EAST 170.72 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 13 SECONDS WEST 30.0 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 47 SECONDS EAST ALONG THE WEST LINE OF ALTA STREET, AFORESAID, 603.38 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Parcel 5: 12-20-301-039-0000

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 20 WITH THE SOUTHEASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY THENCE NORTH 79 DEGREES 22 MINUTES 36 SECONDS EAST (MEASURED NORTH 79 DEGREES 22 MINUTES 23 SECONDS EAST) ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 548.80 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 28 DEGREES 59 MINUTES 10 SECONDS WEST, A DISTANCE OF 155.34 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, THENCE SOUTH 00 DEGREES 01 MINUTES 50 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 192.00 FEET, THENCE SOUTH 44 DEGREES 58 MINUTES 10 SECONDS WEST, A DISTANCE OF 70.23 FEET, THENCE SOUTH 00 DEGREES 01 MINUTES 50 SECONDS EAST PARALLEL WITH THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER, A DISTANCE OF 335.70 FEET, THENCE SOUTH 63 DEGREES 24 MINUTES 16 SECONDS WEST A DISTANCE OF 156.52 FEET (MEASURED SOUTH 57 DEGREES 59 MINUTES 57 SECONDS WEST 167.76 FEET) TO A POINT ON A LINE DRAWN PERPENDICULAR TO THE AFOREMENTIONED

WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER FROM A POINT ON SAID WEST LINE WHICH IS 414.05 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, THENCE SOUTH 89 DEGREES 58 MINUTES 10 SECONDS WEST ALONG SAID PERPENDICULAR LINE A DISTANCE OF 217.12 FEET TO A POINT ON A LINE 55.00 FEET (MEASURED PERPENDICULARLY) EAST OF AND PARALLEL WITH SAID WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER, THENCE SOUTH 00 DEGREES 01 MINUTES 50 SECONDS EAST ALONG SAID PARALLEL LINE (BEING ALSO THE EAST LINE OF NORTH CHARLES STREET) A DISTANCE OF 414.68 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 20, THENCE SOUTH 89 DEGREES 22 MINUTES 47 SECONDS EAST ALONG SAID SOUTH LINE (BEING ALSO THE NORTH LINE OF BELMONT

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AVENUE), A DISTANCE OF 410.44 FEET TO A POINT ON A LINE 855.50 FEET (MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, THENCE NORTH 00 DEGREES 03 MINUTES 10 SECONDS WEST (MEASURED NORTH 00 DEGREES 02 MINUTES 47 SECONDS WEST) ALONG SAID PARALLEL LINE, A DISTANCE OF 803.14 FEET, THENCE NORTHERLY AND NORTHEASTERLY ALONG A CURVED LINE TANGENT TO THE LAST DESCRIBED LINE, CONVEX WESTERLY AND HAVING A RADIUS OF 418.78 FEET A DISTANCE OF 174.46 FEET, THENCE NORTH 25 DEGREES 02 MINUTES 43 SECONDS EAST, A DISTANCE OF 66.74 FEET, THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY HAVING A CHORD BEARING OF NORTH 47 DEGREES 42 MINUTES 23 SECONDS EAST (MEASURED NORTH 47 DEGREES 40 MINUTES 22 SECONDS EAST) AND A RADIUS OF 418.77 FEET A DISTANCE OF 343.50 FEET (MEASURE 343.53 FEET), THENCE NORTH 71 DEGREES 12 MINUTES 20 SECONDS EAST ALONG A LINE TANGENT TO THE LAST DESCRIBED LINE, A DISTANCE OF 54.39 FEET TO A POINT ON THE AFOREMENTIONED SOUTHEASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY, SAID POINT BEING 842.14 FEET EASTERLY OF THE AFOREMENTIONED WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER, AS MEASURED ALONG SAID SOUTHEASTERLY LINE, THENCE SOUTH 79 DEGREES 22 MINUTES 36 SECONDS WEST (MEASURED SOUTH 79 DEGREES 22 MINUTES 23 SECONDS WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 293.34 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Parcel 6: 12-20-301-011-0000; 12-20-301-017-0000; 12-20-301-030-0000

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 20 TOWNSHIP 40 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 29, THENCE NORTH 88 DEGREES 22 MINUTES 47 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, 517.535 FEET TO A POINT OF BEGINNING AT THE INTERSECTION OF SAID SOUTH LINE WITH THE EAST LINE OF ALTA STREET, THENCE NORTH 00 DEGREES 02 MINUTES 47 SECONDS WEST ALONG SAID EAST LINE OF ALTA STREET, BEING A LINE 517.50 FEET (MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST 1/4, 1059.07 FEET TO THE NORTH TERMINUS LINE OF SAID ALTA STREET; THENCE SOUTH 89 DEGREES 57 MINUTES 13 SECONDS WEST ALONG THE NORTH TERMINUS LINE OF SAID ALTA STREET, 60.00 FEET TO THE WEST LINE OF SAID ALTA STREET, THENCE SOUTH 00 DEGREES 02 MINUTES 47 SECONDS EAST ALONG SAID WEST LINE OF ALTA STREET, BEING A LINE 577.50 FEET (MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST 1/4, 1058.38 FEET TO THE SOUTH LINE OF SAID SOUTHWEST 1/4, THENCE SOUTH 89 DEGREES 22 MINUTES 47 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, 60.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Parcel 7: 12-20-301-032-0000

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 20 TOWNSHIP 40 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY AND THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 20 AFORESAID; THENCE SOUTH 0 DEGREES 02 MINUTES 47 SECONDS EAST ALONG SAID EAST LINE 25.43 FEET TO A LINE 25.0 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY, AFORESAID;

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THENCE SOUTH 79 DEGREES 22 MINUTES 23 SECONDS WEST ALONG SAID PARALLEL LINE 493.59 FEET; THENCE SOUTH 67 DEGREES 49 MINUTES 42 SECONDS WEST 67.25 FEET; THENCE SOUTHWESTERLY ALONG AN ARC OF A CIRCLE, CONVEX NORTHWESTERLY, HAVING A RADIUS OF 389.77 FEET, FOR A DISTANCE OF 305.34 FEET TO A POINT; THENCE SOUTH 26 DEGREES 52 MINUTES 15 SECONDS WEST 82.97 FEET; THENCE SOUTHERLY ALONG AN ARC OF A CIRCLE, CONVEX WESTERLY, HAVING A RADIUS OF 338.27 FEET, FOR A DISTANCE OF 139.11 FEET TO A POINT OF TANGENT; THENCE SOUTH 0 DEGREES 02 MINUTES 47 SECONDS EAST ALONG THE LINE TANGENT TO LAST DESCRIBED ARC A DISTANCE OF 361.57 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 13 SECONDS WEST 25.0 FEET; THENCE NORTH 0 DEGREES 02 MINUTES 47 SECONDS WEST 352.71 FEET TO A POINT OF CURVE; THENCE NORTHERLY ALONG THE ARC OF A CIRCLE, CONVEX WESTERLY, HAVING A RADIUS OF 418.78 FEET, FOR A DISTANCE OF 172.22 FEET; THENCE NORTH 25 DEGREES 02 MINUTES 30 SECONDS EAST 66.74 FEET; THENCE NORTHEASTERLY ALONG AN ARC OF A CIRCLE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 418.77 FEET, FOR A DISTANCE OF 343.51 FEET TO A POINT OF TANGENT; THENCE NORTH 7 DEGREES 12 MINUTES 07 SECONDS EAST 54.39 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF THE NORTHERN TOLL HIGHWAY 842.14 FEET NORTHEASTERLY OF (AS MEASURED ALONG THE SOUTHEASTERLY LINE) THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, AFORESAID; THENCE NORTH 79 DEGREES 22 MINUTES 23 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY 501.86 FEET TO THE POINT OF BEGINNING.

Parcel 8: 12-20-400-013-0000

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY AND THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 20, AFORESAID; THENCE NORTH 79 DEGREES 22 MINUTES 23 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY, AFORESAID, 195.33 FEET, THENCE SOUTH 10 DEGREES 37 MINUTES 37 SECONDS EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 25.00 FEET TO A LINE TWENTY FIVE AND NO TENTHS (25.0) FEET SOUTHEASTERLY OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF THE NORTHERN ILLINOIS TOLLWAY, AFORESAID; THENCE SOUTH 79 DEGREES 22 MINUTES 23 SECONDS WEST ALONG SAID PARALLEL LINE 200.0 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 20 AFORESAID, THENCE NORTH 02 DEGREES 02 MINUTES 47 SECONDS WEST ALONG SAID WEST LINE 25.43 FEET TO THE POINT OF BEGINNING.