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Doc#. 2003846016 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 02/07/2020 09:13 AM Pg: 1 of 13

PREPARED BY:

Jake Ross, Esq.
c/o Prologis, Inc.
1800 Wazee Street, 5th Floor
Denver, CO 80202
Attn: Gayle Orman, Real Estate
Paralegal

WHEN RECORDED RETURN TO:

DCT Wolf Road LLC
c/o Prologis, Inc.
1800 Wazee Street, 5th Floor
Denver, CO 80202
Attn: Gayle Orman, Real Estate
Paralegal

Tax Parcel Number: 09-30-400-042-0000

TERMINATION OF MEMORANDA OF LEASE AGREEMENTS AND TRIPARTY AGREEMENT

THIS TERMINATION OF MEMORANDA OF LEASE AGREEMENTS AND TRIPARTY AGREEMENT is made as of February 3, 2020, by DCT WOLF ROAD LLC, a Delaware limited liability company ("Owner"), as successor in interest to Albion Illinois LLC, a Delaware limited liability company, as successor in interest to Cardinal Paper II, L.P., a Texas limited partnership ("Original Landlord").

WHEREAS, Georgia-Pacific, LLC, a Delaware limited liability company, as successor by conversion to Georgia Pacific Corporation, a Georgia corporation ("Georgia-Pacific") and Veritiv Operating Company, formerly known as Unisource Worldwide, Inc., a Delaware corporation ("Veritiv") entered into that certain Lease Agreement dated as of November 3, 2002 (the "Veritiv Lease"), pursuant to which Georgia-Pacific leased to Veritiv real property and improvements located in the City of Des Plaines, Cook County, Illinois and known by the municipal address of 2392 South Wolf Road, Des Plaines, Illinois

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60018, being more particularly described in the Veritiv Lease and Exhibit A attached hereto (the "Property");

WHEREAS, Original Landlord subsequently acquired the Property, and contemporaneously with the transfer of the Property to Original Landlord, Original Landlord and Georgia-Pacific entered into that certain Lease Agreement, dated as of December 26, 2002 (the "Master Lease") pursuant to which Original Landlord leased the Premises to Georgia-Pacific subject to Veritiv's rights under the Veritiv Lease;

WHEREAS, Original Landlord, Georgia-Pacific and Veritiv entered into that certain Triparty Agreement, dated as of December 26, 2002 (the "Tri-Party Agreement") related to the Master Lease;

WHEREAS, Owner subsequently acquired fee simple title to the Premises and all of Original Landlord's interest in the Master Lease pursuant to that certain Assignment and Assumption of Lease and Triparty Agreement dated as of June 2, 2003, subject to the Veritiv Lease and the Triparty Agreement;

WHEREAS, pursuant to the terms, provisions and conditions set forth in that certain Termination of Lease Agreements and Triparty Agreement dated as of January 2, 2017, by and among Owner, Georgia-Pacific and Veritiv, (the "Termination Agreement"), attached hereto as Exhibit B, (i) Owner and Georgia-Pacific agreed to terminate the Master Lease, (ii) Georgia-Pacific and Veritiv agreed to terminate the Veritiv Lease, and (iii) Owner, Georgia-Pacific and Veritiv agreed to terminate the Triparty Agreement;

WHEREAS, there is a Memorandum of Lease by and between Georgia-Pacific Corporation, as landlord, and Unisource Worldwide, Inc., as tenant, dated November 2, 2002, and recorded among the records of Cook County Recorder (the "County Records") December 16, 2002, as Document No. 0021397887 (the "Veritiv Memorandum of Lease"), as affected by Subordination and Non-Disturbance Agreement by and between Unisource Worldwide, Inc. and Cardinal Paper II, L.P., dated December 26, 2002, and recorded among the County Records January 27, 2003, as Document No. 0030123779 (the "Veritiv SNDA"), as assigned by Assignment of Assumption of Leases from Albion Illinois, LLC, as assignor, to Owner dated November 12, 2010, and recorded among the County Records November 24, 2010, as Document No. 1032822072 (the "Assignment and Assumption Agreement"), all which affect the Property;

WHEREAS, there is a Memorandum of Lease and Triparty Agreement by and between Cardinal Paper II, L.P., as landlord, Georgia-Pacific Corporation, as tenant, and Unisource Worldwide, Inc. dated December 26, 2002, and recorded among the County Records January 27, 2003, as Document No. 0030122975 (the "Memorandum of Lease and Triparty Agreement"), as affected by the Veritiv SNDA and the Assignment and Assumption Agreement, all of which affect the Property;

WHEREAS, Owner purchased the Property on November 18, 2010, and has continuously

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owned the Property through the date of execution of this instrument;

WHEREAS, Owner is familiar with the Veritiv Lease and Master Lease;

WHEREAS, Veritiv is not currently a tenant or occupant of the Property, Veritiv did not assign the Veritiv Lease, Veritiv did not renew the Veritiv Lease, and the Veritiv Lease was terminated pursuant to the Termination Agreement; and

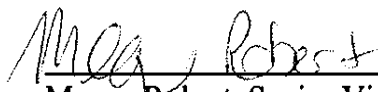
WHEREAS, Georgia-Pacific is not currently a tenant or occupant of the Property, Georgia-Pacific did not assign the Master Lease, Georgia-Pacific did not renew the Master Lease, and the Master Lease and Triparty Agreement were terminated pursuant to the Termination Agreement.

NOW, THEREFORE, in consideration of the foregoing, Owner hereby declares that the foregoing recital statements are true and correct and incorporated herein by this reference, and that based upon the foregoing, (i) the Veritiv Memorandum of Lease recorded among the County Records as Document No. 0021397887, (ii) the Memorandum of Lease and Triparty Agreement recorded among the County Records as Document No. 0030122975, (iii) the Veritiv SNDA recorded among the County Records as Document No. 0030123779, and (iv) the Assignment and Assumption Agreement recorded among the County Records as Document No. 1032822072, are each hereby terminated and/or released, as the case may be, effective upon recording of this instrument in the County Records of Cook County, IL.

IN WITNESS WHEREOF, Owner has hereunto set its hand and seal the day and year first above written.

DCT WOLF ROAD LLC
a Delaware limited liability company

By: Authorized Person


Megan Robert, Senior Vice President
of Prologis, Inc., a Maryland corporation

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State of Colorado)
) SS.
County of Denver)

On February 3rd, 2020, before me, Maria Maes, a Notary Public, in and for said state, personally appeared Megan Robert, Senior Vice President of Prologis, L.P., a Maryland corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Maria Maes

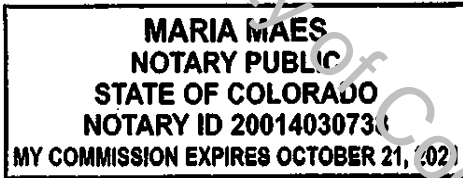
Signature of Notary Public

20014030738

Registration Number

October 21, 2021

My Commission Expires



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EXHIBIT A

All that certain lot or parcel of land situate in the County of Cook, State of Illinois, and being more particularly described as follows:

PARCEL 1

LOT TWO (2) IN BUTLER PAPER COMPANY'S DES PLAINES SUBDIVISION NO. 1, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO PLAT OF BUTLER'S PAPER COMPANY'S DES PLAINES SUBDIVISION NO. 1, REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON NOVEMBER 1, 1977 AS DOCUMENT NO 2978436, IN COOK COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART TAKEN FOR STREET PURPOSES IN CONDEMNATION CASE 91L50427).

PARCEL 2

TOGETHER WITH AN EASEMENT TO USE, CONSTRUCT, RECONSTRUCT, INSTALL, MAINTAIN, REPAIR AND REMOVE A SWITCH TRACK OR SWITCH TRACKS AND APPURTENANCES THERETO OVER ALONG AND ACROSS THE FOLLOWING DESCRIBED PORTION OF THE REAL ESTATE A STRIP OF LAND 20 FEET WIDE ACROSS THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY LINE OF THE ILLINOIS TOLL ROAD AS DESCRIBED IN DOCUMENT NUMBER 1747978 (REGISTERED IN THE REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS), AND LYING EAST OF A LINE 489.423 FEET, MEASURED ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, EAST FROM AND PARALLEL WITH THE EAST LINE OF THE RIGHT OF WAY OF THE DES PLAINES VALLEY RAILROAD AND LYING WEST OF A LINE 461.25 FEET, MEASURED AT RIGHT ANGLES, WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 30 AFORESAID, SAID STRIP OF LAND BEING 10 FEET IN WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEGINNING ON SAID LINE 461.25 FEET, MEASURED AT RIGHT ANGLES, WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 30, AT A POINT 38.35 FEET SOUTH FROM THE POINT OF INTERSECTION OF SAID PARALLEL LINE WITH THE SOUTHERLY LINE OF SAID ILLINOIS TOLL ROAD AND RUNNING; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 126.77 FEET TO A POINT OF CURVE, DISTANT 36.70 FEET, MEASURED AT RIGHT ANGLES SOUTHWESTERLY FROM SAID SOUTHERLY LINE OF SAID ILLINOIS TOLL ROAD; THENCE NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 300.0 FEET, A DISTANCE OF 72.86 FEET TO A POINT 28.28 FEET, MEASURED AT RIGHT ANGLES SOUTHWESTERLY FROM SAID SOUTHERLY LINE OF SAID ILLINOIS TOLL ROAD; THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 41.82 FEET TO A POINT OF CURVE, A DISTANCE OF 18.43 FEET, MEASURED AT RIGHT ANGLES SOUTHWESTERLY FROM SAID SOUTHERLY LINE OF SAID ILLINOIS TOLL ROAD; THENCE NORTHWESTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 300 FEET, A DISTANCE OF 56.00 FEET TO AN INTERSECTION WITH SAID LINE 489.423 FEET (MEASURED ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4) EAST FROM AND PARALLEL WITH THE EAST LINE OF SAID DES PLAINES VALLEY RAILROAD, AND SAID POINT BEING 11.05 FEET MEASURED ALONG SAID PARALLEL LINE, SOUTH FROM THE POINT OF INTERSECTION OF SAID PARALLEL LINE WITH SAID SOUTHERLY LINE OF SAID TOLL ROAD AS RESERVED IN WARRANTY DEED DATED NOVEMBER 10, 1977 AND RECORDED DECEMBER 9, 1977 AS DOCUMENT NUMBER 2986949, IN COOK COUNTY, ILLINOIS.

Property Address: 2392 S. Wolf Road, Des Plaines, IL 60018

Tax Parcel Number: 09-30-400-042-0000

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EXHIBIT B

[Termination of Lease Agreements and Triparty Agreement]

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TERMINATION OF LEASE AGREEMENTS AND TRIPARTY AGREEMENT

THIS TERMINATION OF LEASE AGREEMENTS AND TRIPARTY AGREEMENT (this "Termination") is made and entered into as of the 2nd day of January, 2017 (the "Effective Date") by **DCT WOLF ROAD LLC**, a Delaware limited liability company ("Landlord"), as successor in interest to Albion Illinois LLC, a Delaware limited liability company, as successor in interest to Cardinal Paper II, L.P., a Texas limited partnership ("Original Landlord"), Landlord having a mailing address of c/o DCT Industrial Trust Inc., 555 17th Street, Suite 3700, Denver, Colorado 80202; **GEORGIA-PACIFIC LLC**, a Delaware limited liability company, as successor by conversion to Georgia-Pacific Corporation, a Georgia corporation, with a mailing address of 133 Peachtree Street, N.E., Atlanta, Georgia 30303 ("Georgia-Pacific"); and **VERITIV OPERATING COMPANY**, formerly known as Unisource Worldwide, Inc., a Delaware corporation, with a mailing address of 1000 Abernathy Road N.E., Building 400, Suite 1700, Atlanta, Georgia 30328 ("Veritiv").

WITNESSETH:

A. Georgia-Pacific and Veritiv entered into that certain Lease Agreement dated as of November 3, 2002 (the "Veritiv Lease") pursuant to which Georgia-Pacific leased to Veritiv real property and improvements located in the City of Des Plaines, Cook County, Illinois and known by the municipal address of 2392 South Wolf Road, Des Plaines, Illinois 60018, being more particularly described in the Veritiv Lease (the "Premises").

B. Original Landlord subsequently acquired the Premises, and contemporaneously with the transfer of the Premises to Original Landlord, Original Landlord and Georgia-Pacific entered into that certain Lease Agreement, dated as of December 26, 2002 (the "Master Lease")

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pursuant to which Original Landlord leased the Premises to Georgia-Pacific subject to Veritiv's rights under the Veritiv Lease.

C. Subsequent to Original Landlord and Georgia-Pacific entering into the Master Lease, Original Landlord, Georgia-Pacific and Veritiv entered into that certain Triparty Agreement, dated as of December 26, 2002 (the "Triparty Agreement").

D. Landlord subsequently acquired fee simple title to the Premises and all of Original Landlord's interest in the Master Lease pursuant to that certain Assignment and Assumption of Lease (and Triparty Agreement) dated as of November 22, 2010 subject to the Veritiv Lease and the Triparty Agreement.

E. Landlord and Georgia-Pacific have agreed to terminate the Master Lease; Georgia-Pacific and Veritiv have agreed to terminate the Veritiv Lease; and Landlord, Georgia-Pacific and Veritiv have agreed to terminate the Triparty Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1.

The Master Lease, the Veritiv Lease and the Triparty Agreement are terminated as of the Effective Date of this Termination, and no party shall thereafter have any further rights or obligations under the Master Lease, the Veritiv Lease or the Triparty Agreement except those which expressly survive the termination of such instruments in accordance with their terms. Notwithstanding anything to the contrary contained in the Master Lease, the Veritiv Lease or the

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Triparty Agreement, (i) each of Landlord and Georgia-Pacific agree that Sections 7.1, 10.2, 21.2 and Article 9 of the Master Lease shall be null and void and of no further force and effect, (ii) each of Georgia-Pacific and Veritiv agree that Section 10.2 of the Veritiv Lease shall be null and void and of no further force and effect, (iii) each of Landlord, Georgia-Pacific and Veritiv agree that Section 2.3 of the Triparty Agreement shall be null and void and of no further force and effect, (iv) Georgia-Pacific and Veritiv shall have no duty or obligation of any kind or nature whatsoever for the repair or restoration of the Premises, (v) Georgia-Pacific and Veritiv shall in no event have any duty or obligation of any kind or nature whatsoever for the repair, removal or restoration of any alterations, installations or interior improvements in or to the Premises, whether installed by Landlord, Georgia-Pacific, or Veritiv, (vi) Landlord hereby fully and completely releases and discharges Georgia-Pacific, and Georgia-Pacific hereby fully and completely releases and discharges Veritiv, from any such duty or obligation described in the foregoing clauses (iv) and (v), and (vii) no Base Rent or Additional Rent shall accrue after December 31, 2016, and therefore any Base Rent or Additional Rent payable to Landlord from January 1, 2017 through the Effective Date shall be abated. Effective as the Effective Date, Georgia-Pacific, in consideration of Ten and Dollars (\$10.00) and other valuable consideration paid to Georgia-Pacific by Landlord, the receipt and sufficiency of which are hereby acknowledged, grants, sells, conveys, assigns and delivers all, if any, of Georgia-Pacific's right, title and interest in and to any Alterations or Trade Fixtures or other items of personal property or fixtures remaining and located in the Premises.

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Landlord and Georgia-Pacific acknowledge and agree that no security deposit was paid under the Master Lease. Georgia-Pacific and Veritiv acknowledge that no security deposit was paid under the Veritiv Lease.

3.

Within two (2) business days of the Effective Date (and in no event earlier than the Effective Date), Veritiv shall deliver to Landlord immediately available funds in the amount of (the "Termination Fee").

4.

This Termination will be construed according to the laws and decisions of the State of Illinois.

Initially capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Master Lease.

This Termination may be executed in two or more counterparts, each of which may be executed by one or more of the parties hereto, but all of which, when taken together, shall constitute a single agreement binding upon all of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Landlord, Georgia-Pacific and Veritiv have executed this
Termination as of the day and year first above written.

LANDLORD:

DCT WOLF ROAD LLC,
a Delaware limited liability company

By: DCT Industrial Operating Partnership LP,
a Delaware limited partnership,
its Sole Member

By: DCT Industrial Trust Inc.,
a Maryland corporation,
its General Partner

By: _____
Name: Todd Veza
Title: Senior Vice President

Property of Cook County Clerk's Office

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

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GEORGIA-PACIFIC:

GEORGIA-PACIFIC LLC,
a Delaware limited liability company, as successor
by conversion to Georgia-Pacific Corporation, a
Georgia corporation

By: _____

Name: Gerald A. Shirk

Its: Vice President – Real Estate

Property of Cook County Clerk's Office

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

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[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

VERITIV:

VERITIV OPERATING COMPANY,
a Delaware corporation, formerly known as
Unisource Worldwide, Inc.

By: *Paul M. Roginski*
Name: Paul M. Roginski
Its: VA Real Estate

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