

COLLATERAL ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

THIS COLLATERAL ASSIGNMENT OF LESSOR'S INTEREST IN LEASE ("Assignment") dated as of this 20th day of September, 1985, is made by and among McLEAN TRUCKING COMPANY, a North Carolina corporation ("Borrower"), with its chief executive office located at 1920 West First Street, Winston-Salem, North Carolina 27104, Citicorp Industrial Credit, Inc., a Delaware corporation ("CIC"), with an office at 2700 Diamond Shamrock Tower, 717 North Harwood, Dallas, Texas 75201, and Citibank, N.A., a national banking association ("Citibank"), with an office located at 399 Park Avenue, New York, New York 10022 (each of CIC and Citibank hereinafter a "Lender" and collectively the "Lenders").

W I T N E S S E T H:

WHEREAS, Borrower and CIC are parties to a certain Financing Agreement of even date herewith ("Loan Agreement"), by and among CIC, Borrower and certain corporate affiliates of Borrower (each of the aforementioned affiliates hereinafter an "Affiliate" and collectively the "Affiliates"), pursuant to which CIC may extend certain loans and other financial accommodations to Borrower and each of the Affiliates;

WHEREAS, Borrower has executed and delivered to CIC a certain Guaranty, Security and Subordination Agreement of even date herewith ("CIC Guaranty"), pursuant to which Borrower has guaranteed the respective "Obligations" (as defined in the Loan Agreement) of each of the Affiliates to CIC;

WHEREAS, Borrower and Citibank are parties to a certain Continuing Letter of Credit, Reimbursement and Security Agreement of even date herewith ("Security Agreement"), by and among Citibank, Borrower and each of the Affiliates pursuant to which Citibank may extend certain financial accommodations to Borrower and each of the Affiliates;

WHEREAS, Borrower has executed and delivered to Citibank a certain Guaranty, Security and Subordination Agreement of even date herewith ("Citibank Guaranty"), pursuant to which Borrower has guaranteed the respective "Obligations" (as defined in the Security Agreement) of each of the Affiliates to Citibank;

WHEREAS, Borrower is the lessor of certain real property (the "Premises") pursuant to a lease agreement, a copy of which lease agreement is attached hereto as Exhibit A and made a part hereof (such lease agreement,

PROPERTY INDEX NUMBERS  
A 16  
SA 34  
BLK 209  
PCL 013  
UNIT K

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together with any and all renewals, extensions, amendments and supplements thereto, is hereinafter referred to as the "Lease");

WHEREAS, as a condition to CIC's extension to Borrower of the financial accommodations described in the Loan Agreement, CIC has required that Borrower enter into this Assignment to secure the payment and performance of (i) the Borrower's "Obligations" (as defined in the Loan Agreement) and other payment and performance obligations related to this Assignment (the aforesaid Obligations of the Borrower to CIC, together with such other payment and performance obligations, being hereinafter referred to as the "CIC Loan Liabilities"), and (ii) Borrower's obligations and indebtedness under the CIC Guaranty (the "CIC Guaranty Liabilities"); and

WHEREAS, as a condition to Citibank's extension to Borrower of the financial accommodations described in the Security Agreement, Citibank has required that Borrower enter into this Assignment to secure the payment and performance of (i) Borrower's "Obligations" (as defined in the Security Agreement) to Citibank and other payment and performance obligations related to this Assignment (the aforesaid Obligations of the Borrower to Citibank, together with such other payment and performance obligations, being hereinafter referred to in the aggregate as the "Citibank L/C Liabilities"), and (ii) Borrower's obligations and indebtedness under the Citibank Guaranty (the "Citibank Guaranty Liabilities");

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NOW, THEREFORE, in consideration of the premises, and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees with each of the Lenders as follows:

1. Subject to the provisions of Paragraphs 5 and 12 of this Assignment, and as collateral security for the payment and performance of all of Borrower's liabilities, obligations and indebtedness to CIC of any and every kind and nature whether now existing or hereafter arising and including, without limitation, all of the CIC Loan Liabilities, but excluding the CIC Guaranty Liabilities, Borrower hereby assigns, transfers and sets over to CIC all of Borrower's right, title and interest, powers, privileges and other benefits as lessor under the Lease, including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by Borrower from the lessee ("Lessee") under or pursuant to the provisions of the Lease, whether as rent, casualty payment, indemnity, liquidated damages or otherwise (collectively, the "Payments"), and the right to make all waivers and

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agreements to give all notices, consents and releases, to take all action upon the happening of any default giving rise to a right in favor of Borrower under the Lease, and to do any and all other things whatsoever which Borrower is or may become entitled to do under the Lease. Borrower hereby irrevocably authorizes and empowers either Lender, both prior to and following the occurrence of an Event of Default under the Loan Agreement, an Event of Default under the Security Agreement, the occurrence of any default under the CIC Guaranty and the occurrence of any default under the Citibank Guaranty, in its own name, in the name of its nominee, or in the name of Borrower or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which Borrower is or may become entitled under the Lease and to enforce compliance by the Lessee with all the terms and provisions of the Lease.

2. Subject to the provisions of Paragraphs 5 and 12 of this Assignment, and as collateral security for the payment and performance of the CIC Guaranty Liabilities, Borrower hereby assigns, transfers and sets over to CIC all of Borrower's right, title and interest, powers, privileges and other benefits as lessor under the Lease, including, without limitation, the immediate right to receive and collect all Payments, and the right to make all waivers and agreements to give all notices, consents and releases, to take all action upon the happening of any default giving rise to a right in favor of Borrower under the Lease, and to do any and all other things whatsoever which Borrower is or may become entitled to do under the Lease. Borrower hereby irrevocably authorizes and empowers either Lender, both prior to and following the occurrence of an Event of Default under the Loan Agreement, an Event of Default under the Security Agreement, the occurrence of any default under the CIC Guaranty and the occurrence of any default under the Citibank Guaranty, in its own name, in the name of its nominee, or in the name of Borrower or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which Borrower is or may become entitled under the Lease and to enforce compliance by the Lessee with all the terms and provisions of the Lease.

3. Subject to the provisions of Paragraphs 5 and 12 of this Assignment, and as collateral security for the payment and performance of all of Borrower's liabilities, obligations and indebtedness to Citibank of any and every kind and nature whether now existing or hereafter arising and including, without limitation, all of the Citibank L/C Liabilities but excluding the Citibank Guaranty Liabilities, Borrower hereby assigns, transfers and sets over to Citibank all of Borrower's right, title and interest, powers, privileges and other benefits as lessor under the Lease, includ-

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ing, without limitation, the immediate right to receive and collect all Payments, and the right to make all waivers and agreements to give all notices, consents and releases, to take all action upon the happening of any default giving rise to a right in favor of Borrower under the Lease, and to do any and all other things whatsoever which Borrower is or may become entitled to do under the Lease. Borrower hereby irrevocably authorizes and empowers either Lender, both prior to and following the occurrence of an Event of Default under the Loan Agreement, an Event of Default under the Security Agreement, the occurrence of any default under the CIC Guaranty and the occurrence of any default under the Citibank Guaranty, in its own name, in the name of its nominee, or in the name of Borrower or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which Borrower is or may become entitled under the Lease and to enforce compliance by the Lessee with all the terms and provisions of the Lease.

delivered to the Lenders with such endorsements as are necessary.

4. Subject to the provisions of Paragraphs 5 and 12 of this Assignment, and as collateral security for the payment and performance of the Citibank Guaranty Liabilities, Borrower hereby assigns, transfers and sets over to Citibank all of Borrower's right, title and interest, powers, privileges and other benefits as lessor under the Lease, including, without limitation, the immediate right to receive and collect all Payments, and the right to make all waivers and agreements to give all notices, consents and releases, to take all action upon the happening of any default giving rise to a right in favor of Borrower under the Lease, and to do any and all other things whatsoever which Borrower is or may become entitled to do under the Lease. Borrower hereby irrevocably authorizes and empowers either Lender, both prior to and following the occurrence of an Event of Default under the Loan Agreement, an Event of Default under the Security Agreement, the occurrence of any default under the CIC Guaranty and the occurrence of any default under the Citibank Guaranty, in its own name, in the name of its nominee or in the name of Borrower or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which Borrower is or may become entitled under the Lease and to enforce compliance by the Lessee with all the terms and provisions of the Lease.

Any Payments received by either of the Lenders shall be applied on account of the obligations of Borrower to such Lender in accordance with the terms of the Loan Agreement or the Security Agreement, as the case may be. Any Payments hereafter received by Borrower shall be held in

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trust for each of the Lenders and shall be immediately delivered to the Lenders with such endorsements as are necessary.

5. This Assignment is executed solely as security for the CIC Loan Liabilities, CIC Guaranty Liabilities, Citibank L/C Liabilities and Citibank Guaranty Liabilities and the execution and delivery of this Assignment shall not subject either of the Lenders to, or transfer or pass to either of the Lenders, or in any way affect or modify, the liability of Borrower under the Lease, it being understood and agreed that, notwithstanding this Assignment or any subsequent assignment, all of the obligations of Borrower to each and every other party under the Lease shall be and remain enforceable by such other party, its successors and assigns, against, but only against Borrower or persons other than either of the Lenders and its successors and assigns.

6. To protect the security afforded by this Assignment, Borrower agrees as follows:

(a) Borrower will faithfully abide by, perform and discharge each and every material obligation, covenant, condition, duty and agreement which the Lease provides is to be performed by Borrower.

(b) Without the written consent of both of the Lenders (which consent shall not be unreasonably withheld), Borrower will not materially amend, modify, otherwise change or terminate the Lease; provided, however, that the consent of the Lenders shall not be required if such amendment, modification, other change or termination shall, taken as a whole, be beneficial to Borrower. Any amendment, modification, other change or termination made in violation of the provisions of this Paragraph 6(b) shall be void.

(c) At Borrower's sole cost and expense, Borrower will appear in and defend any action or proceedings arising under, growing out of or in any manner connected with the obligations, covenants, conditions, duties, agreements or liabilities of Borrower under the Lease.

(d) Should Borrower fail to perform or discharge its obligations or duties under the Lease as required in Paragraph 7(a) above or under this Assignment, then either of the Lenders may, but shall have no obligation to (and shall not thereby release Borrower from any obligation

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hereunder), perform or discharge any such obligation or duty to such extent as such Lender may deem necessary or advisable to protect the security provided hereby, including appearing in and defending any action or proceeding purporting to affect the security hereof and the rights or powers of such Lender hereunder. In exercising any such powers, either of the Lenders may pay necessary and advisable costs (including reasonable attorneys' and paralegals' fees and expenses) related thereto, and all such expenses paid or incurred by either of the Lenders shall be additional Obligations of the Borrower to such Lender pursuant to the Loan Agreement or the Security Agreement, as the case may be, payable upon demand, and shall bear interest at the post-default rate of interest set forth, respectively, in the Loan Agreement and the Security Agreement.

(e) Upon the occurrence of (a) an Event of Default under the Loan Agreement, (b) an Event of Default under the Security Agreement, (c) the occurrence of any default under the CIC Guaranty, (d) the occurrence of any default under the Citibank Guaranty, or (e) the failure of Borrower to perform or discharge its obligations under this Assignment, each of the Lenders shall have the right to assign its rights and interests in the Lease.

7. Borrower does hereby irrevocably appoint each of the Lenders as Borrower's true and lawful attorney, with full power (in the name of Borrower, or otherwise) (i) to ask, require, demand, receive and give acquittance for any and all Payments, which Borrower is or may become entitled to under the Lease or arising in connection therewith, (ii) to enforce compliance by any other party obligated under the Lease with any term or provision of the Lease, (iii) to endorse each and every check or other instrument or order received in connection with the Lease, and (iv) to file any claim, take any action, or institute any proceeding which such Lender may deem to be necessary or advisable.

8. Upon the full discharge and satisfaction of all of the CIC Loan Liabilities, CIC Guaranty Liabilities, Citibank L/C Liabilities and Citibank Guaranty Liabilities this Assignment and all rights herein assigned to each of the Lenders shall terminate.

9. Borrower will, from time to time, do and perform any other act or acts and will execute, acknowledge, deliver and file, register, record and deposit (and will refile, re-register, rerecord and redeposit whenever required)

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any further instruments, including any extensions and renewals thereof, required by law or requested by either of the Lenders in order to confirm, or further assure, the interests of such Lender hereunder.

10. If either of the Lenders shall convey or assign its rights under or pursuant to the Loan Agreement, the CIC Guaranty, the Security Agreement or the Citibank Guaranty, as the case may be, to any successor or assign, then such Lender may assign to such successor or assign any of the rights assigned to it hereby, or arising under the Lease. In such event, such successor or assign shall enjoy all rights and privileges and be subject to all obligations of such Lender hereunder and there shall be no further liability of such Lender hereunder or under the Lease. Each of the Lenders shall give prompt written notice to Borrower of any such assignment.

11. Borrower shall cause a copy of every notice or communication received from any of the other parties to the Lease, which notices or communication shall notify Borrower of any default, event of default, breach or other violation, on the part of Borrower, under the Lease, to be promptly delivered to each of the Lenders in the manner and at the place provided for in the Loan Agreement or the Security Agreement, as the case may be, for the giving of notices and communications thereunder, or at such other address or in such other manner as each of the Lenders shall designate.

12. So long as (a) no Event of Default shall exist under the Loan Agreement, (b) no Event of Default shall exist under the Security Agreement, (c) no default shall exist under the CIC Guaranty, (d) no default shall exist under the Citibank Guaranty, and (e) Borrower shall not be in default of any of its obligations, covenants, agreements or duties hereunder, (i) neither of the Lenders shall have any right to exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits assigned and transferred to each of the Lenders pursuant to this Assignment, and (ii) Borrower may exercise or enforce, or seek to exercise or enforce, such rights, powers, privileges, authorizations or benefits.

13. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws (as opposed to conflict of laws provisions) of the state in which the Premises are located.

14. If any provision of this Assignment shall be declared prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Assignment.

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IN WITNESS WHEREOF, the Borrower has caused this instrument to be executed by persons duly authorized, all as of the date first above written.

McLEAN TRUCKING COMPANY (Borrower)

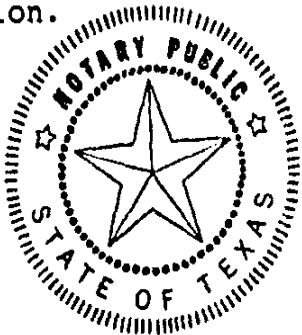
By: *David L. Barnes*  
DAVID L. BARNES, Vice President

Attest:

By: *Joel B. McCarty, Jr.*  
JOEL B. McCARTY, JR., Assistant Secretary

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

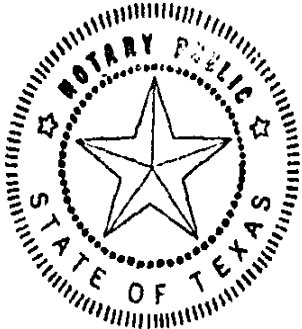
This instrument was acknowledged before me on September 22, 1985 by DAVID L. BARNES, Vice President of McLEAN TRUCKING COMPANY, a North Carolina corporation, on behalf of said corporation.



*Garvin Gunner*  
Notary Public in and for  
the State of Texas  
GARVIN GUNNER  
Print or Notary Public, State of Texas  
Type Name: My Commission Expires February 7, 1989  
My Commission Expires: \_\_\_\_\_

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on September 22, 1985 by JOEL B. McCARTY, JR., Assistant Secretary of McLEAN TRUCKING COMPANY, a North Carolina corporation, on behalf of said corporation.



*Garvin Gunner*  
Notary Public in and for  
the State of Texas  
GARVIN GUNNER  
Print or Notary Public, State of Texas  
Type Name: My Commission Expires February 7, 1989  
My Commission Expires: \_\_\_\_\_

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(Illinois)

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EXHIBIT A  
to  
COLLATERAL ASSIGNMENT OF LESSOR'S  
INTEREST IN LEASE  
dated as of September 20, 1985  
McLean Trucking Company, Assignor

Lease Agreement

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LOCATION OF PREMISES: 4200 West 35th Place, Chicago, Illinois, consisting of Terminal Dock Building and Offices, approximating 55,000 sq. ft., and Parking, as per Exhibit A attached hereto and made a part hereof.

PURPOSE: TRUCKING, STORAGE AND GENERAL TRANSPORTATION.

<u>LESSEE:</u>	<u>LESSOR:</u>
ARMY AND AIR FORCE EXCHANGE SERVICE	McLEAN TRUCKING COMPANY
DALLAS, TEXAS 75222	P.O. Box 213 WINSTON-SALEM, NORTH CAROLINA 27102

It is agreed by the parties to the foregoing lease, dated the 9th day of April, 1979 and the one-year extension addendum, dated December 3, 1984, that said lease be extended for the period of one year, that is to say from the 15th day of July, 1985 to the 14th day of July, 1986 for the monthly rent of \$13,300.00. All the terms, conditions, covenants and agreements of said lease to continue to bind the respective parties hereto for such extended term except for the following:

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(1) Renewal provisions of paragraph 28 of the foregoing lease, which is amended to read as follows:

"28. AAFES shall, and by these presents does, have the first right and option to renew, on the same terms and conditions, subject to renegotiation of the rental to be mutually agreeable to all parties, said lease for one year with an option, to renew on a yearly basis commencing upon expiration of the <sup>then existing</sup> ~~primary~~ term by giving notice to lessor in writing of its intention to exercise such option at least one hundred eighty (180) days prior to expiration of the <sup>then existing</sup> ~~primary~~ terms." In no event shall \*

(2) The provision applicable to Item 18 is to be deleted in its entirety for such one-year renewal period.

\* this lease be extended beyond January 31, 1990. AAFES RLL

DATED: 24 Jan 85

Rosalie L. La Fleur  
LESSEE: Rosalie L. La Fleur  
Chief, AAFES Distribution Region

By Arnold B. [Signature]  
LESSOR: Executive Vice President

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**CHICAGOLAND SURVEY CO.**  
 5611 N. VIRGINIA AVE. CHICAGO, ILL. 60640

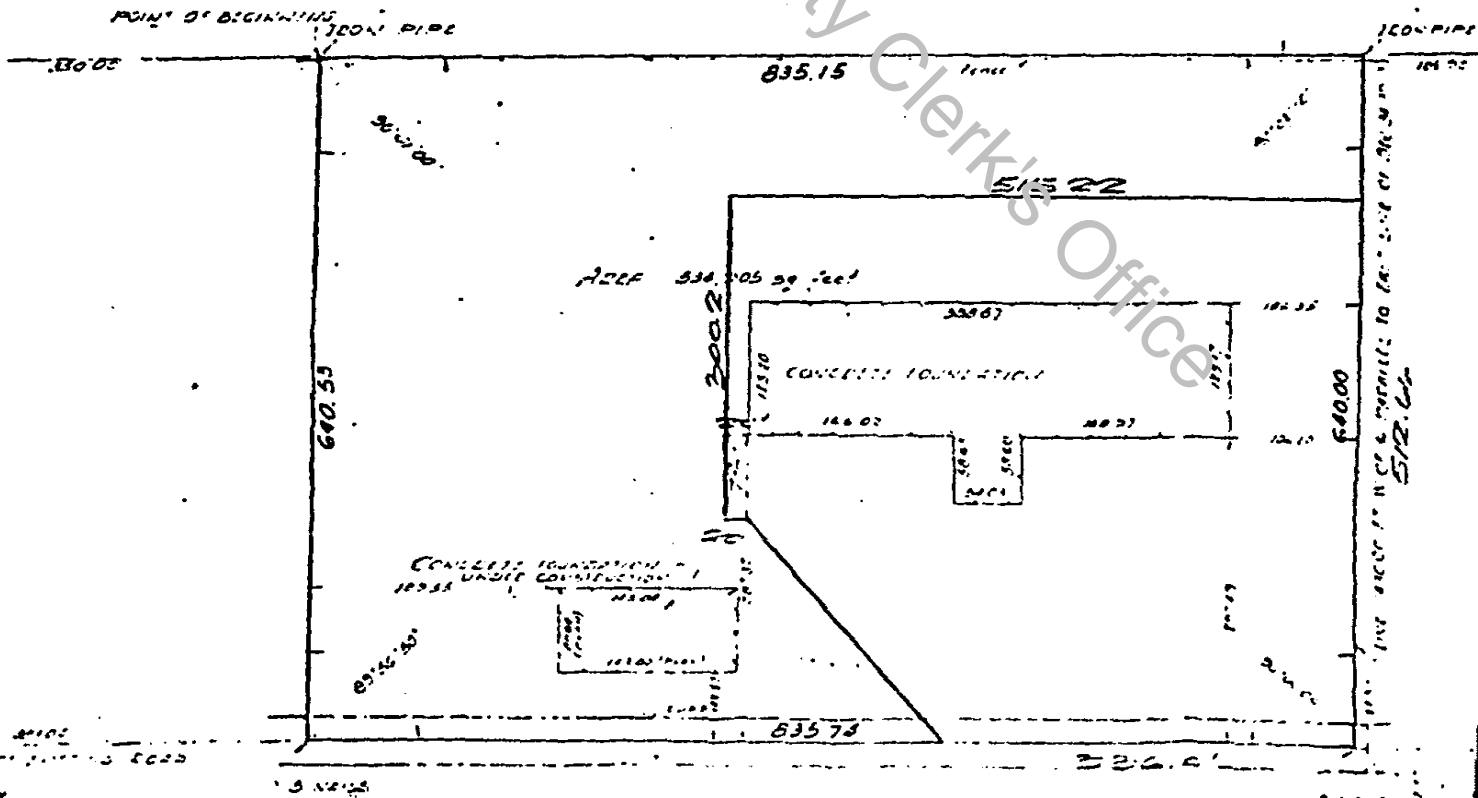
**PLAT OF SURVEY**  
 of

part of the SW 1/4 of the NE 1/4 of Section 34, Township 32 North, Range 13 East of the 3rd P.M. described as follows:  
 beginning of the point on the South line of Chicago and Illinois Western Railroad right of way said point being 15 feet East of the West line of said SW 1/4 of the NE 1/4.  
 run East, on said South line of Chicago and Illinois Western Railroad right of way 635.15 feet, to a line 14350.00 feet long and parallel to East line of said Section 34,  
 run South, along said line 14350.00 feet West of and parallel to the East line of said Section 34, 4400.00 feet;  
 run West, along a line which intersects said West line of said SW 1/4 of the NE 1/4 at a point 440.78 feet South of the South line of Chicago and Illinois Western Railroad right of way, for a distance of 635.78 feet;  
 run North, parallel to said West line of said SW 1/4 of the NE 1/4, 635.78 feet, to the point of beginning.  
 Cook County, Illinois

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LINE OF THE SW 1/4 OF THE NE 1/4 OF SECTION 34

CHICAGO AND ILLINOIS WESTERN R.R.



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## INDUSTRIAL BUILDING LEASE

LOCATION OF PREMISES: 4200 West 35th Place, Chicago, Illinois, consisting of Terminal Dock Building and offices, approximating 55,000 sq. ft., and parking, as per Exhibit A attached hereto and made a part hereof.

PURPOSE: Trucking, storage, and general transportation.

LESSEE:

Army and Air Force Exchange Service  
Dallas, Texas 75222

LESSOR:


McLean Trucking Company  
P. O. Box 213  
Winston-Salem, NC 27102

It is agreed by the parties to the foregoing lease, dated the 9th day of April 1979 that the term of said lease is extended for the period of one year, that is to say from the 15th day of July 1984 to the 14th day of July 1985, for the monthly rent of \$12,000. All the terms, conditions, covenants and agreements of said lease to continue to bind the respective parties hereto for such extended term except for the renewal provisions of paragraph 28 of the foregoing lease, which is amended to read as follows:


"28. AAFES shall, and by these presents does, have the first right and option to renew, on the same terms and conditions, subject to renegotiation of the rental, to be mutually agreeable to all parties, said lease for one year with an option to renew on a yearly basis for the next four years commencing upon expiration of the current term by giving notice to lessor in writing of its intention to exercise such option at least one hundred eighty (180) days prior to expiration of each term."

DATED: 12-3-84

LESSEE

  
HANON KNIGHT  
Chief, Eastern Distribution  
Region

LESSOR

  
W. T. BROGDON  
Manager  
Real Estate Department

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INDUSTRIAL BUILDING LEASE  
(Replaces Old Form L.B.B. (201))

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## INDUSTRIAL BUILDING LEASE

NO. 10  
DATE: 1968 5 22 1 2 4 1

GEORGE E. COLE  
LEGAL FORMS

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT
	BEGINNING	ENDING	
APRIL 9, 1979	7/15/79	7/14/84	\$12,000.00

Location of Premises: 4200 West 35th Place, Chicago, Illinois, consisting of Terminal 1000 Building and Offices, approximating 55,000 sq. ft., and Parking, as per Exhibit A attached hereto and made a part hereof.

Purpose: TRUCKING, STORAGE AND GENERAL TRANSPORTATION.

### LESSEE

ARMY AND AIR FORCE EXCHANGE SERVICE  
DALLAS, TEXAS 75222

### LESSOR

WILLIAM TRUCKING CO., INC.  
P.O. BOX 213  
WINSTON-SALEM, NC 27103

In consideration of the mutual covenants and agreements herein stated, the Lessee has accepted and taken possession of the Premises from Lessor safely for the above purpose the premises contained above, (the "Premises") together with all appurtenances thereto, for the above Term.

### RENT

1. Lessee shall pay to Lessor or Lessor's agent a rent for the Premises the sum stated above monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

### CONDITION OF PREMISES

2. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations to the condition and repair thereof have been made by Lessor, or his agent, prior to or at the execution of this lease that are not herein expressed. Lessee will keep the Premises including all appurtenances, in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will replace all damaged plumbing fixtures with others of equal quality, and will keep the Premises, including adjoining alleys, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers, during the term of this lease, at Lessee's expense, and will without injury to the roof, remove all snow and ice from the same when necessary, and will remove the snow and ice from the sidewalk abutting the Premises, and upon the termination of this lease, in any way, will yield up the Premises to Lessor in good condition and repair, less by fire and ordinary wear excepted, and will deliver the keys thereto at the place of payment of said rent, Lessor at its own expense will be responsible for the roof and for all ordinary structural wear and tear.

### USE NOT MISUSE

3. Lessee will not allow the Premises to be used for any purpose that will increase the rate of wear thereon, nor for any purpose other than that herein specified, and will not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, and will not allow the Premises to be occupied in whole, or in part, by any other person, and will not sublet the same or any part thereof, nor assign this lease without in each case the written consent of the Lessor first had, and Lessee will not permit any transfer by operation of law of the interest in the Premises acquired through this lease, and will not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building or disturb the tenants of the neighborhood, and will not permit the same to remain vacant for more than ten consecutive days, and will not allow any signs, cards or placards to be posted or placed thereon, nor permit any alteration of or addition to any part of the Premises, except by written consent of Lessor, all alterations and additions to the Premises shall remain for the benefit of Lessor, and shall be provided in the event aforesaid.

### MECHANIC'S LIEN

4. Lessee will not permit any mechanic's lien or lien to be placed upon the Premises or any building or improvement thereon during the term hereof, and in case of the filing of any such lien, Lessee will promptly procure a judgment in payment thereof, shall continue to pay the rent and other obligations hereunder until the lien is paid to the Lessor, the Lessor shall have the right and privilege at Lessor's option, paying the same or any part thereof without inquiry as to the validity thereof, and any amount so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill thereon.

### INDEMNITY FOR DAMAGES

5. Lessee covenants and agrees that he will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whatsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof, to the extent as authorized by the Federal Tort Claims Act.

### NON-ABILITY OF LESSOR

6. Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, sewer, water, sprinkler, steam or other pipes, or sewerage or the bursting, leaking or running of any pipes, tanks or plumbing fixtures on, above, upon or about the Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice falling upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from the neglect of any owners or occupants of adjacent or contiguous property.

### WATER, GAS AND ELECTRIC CHARGES

7. Lessee will pay, in addition to the rent hereof, specified utility charges for gas and electric utility and power bills taxed, levied or charged on the Premises, for and during the term to which this lease is granted, and in case said water rent is not a part of the rent, Lessee shall pay the same when due. Lessee shall have the right to purchase water, gas and electric utility service from other sources, and Lessor will keep the Premises in a clean and healthful condition, and will provide for the maintenance and repair of the same, and will pay the cost thereof, and will pay the same with the rent hereof, to the extent as authorized by the Federal Tort Claims Act.

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KEEP PREMISES IN REPAIR

8. Lessee shall not be obligated to repair or replace any improvements upon said demised premises or connected therewith, and the Lessee at his own expense will keep all improvements in good repair (injury by fire, or other causes beyond Lessee's control excepted) as well as in a good tenable and wholesome condition and will comply with all local or general regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent authorities in that behalf. Lessee will, as far as possible, keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair. If Lessee does not make repairs as required hereunder promptly and adequately, Lessor may but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor.

ACCESS TO PREMISES

9. Lessee will allow Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any needful repairs, or alterations thereof which Lessor may see fit to make and will allow to have placed upon the Premises at all times notice of "For Sale" and "To Rent", and will not interfere with the same.

ABANDONMENT AND SURRENDER

10. If Lessor shall abandon or vacate the Premises, and Lessee's right to occupy the Premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the rent then payable by Lessee for such rent and upon such terms as Lessor may elect, and a sufficient amount of such rent, to be received monthly, after paying the expenses of such letting, shall be paid to satisfy the rent then so accrued. Lessee agrees to satisfy and pay all deficiencies monthly during the remaining period of this lease.

RENDERING UP

11. Lessee will, at the termination of this lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages for the whole term of possession withheld the sum of FIVE HUNDRED AND NO/100 Dollars (\$ 500.00 ) per day. But the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth, nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmation of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.

NO INFLAMMABLE OR EXPLOSIVE LIQUIDS OR MATERIALS

12. There shall not be allowed, kept, or used on the Premises any inflammable or explosive liquids or material, or any such as may be prohibited for use in the business of the Lessee, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances now or hereafter in force.

RE-ENTRY

13. In default of the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, it shall be lawful for Lessor at any time thereafter, in his election, without notice, to enter the Premises, or any part thereof, with or without process of law, and to remove Lessee, or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all personal property which Lessee now owns, or may hereafter acquire, or have an interest in, whether exempt by law or not, as security for payment of the rent then due.

CONFESSION OF JUDGMENT

14. Lessee do hereby irrevocably constitute any attorney of any Court of Record in any State or of the United States, attorney for him and in his name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Lessor, his heirs, executors, administrators, successor or assigns, and against Lessee, for the amount of rent which may be in default by virtue of the terms hereof, with the costs of such proceedings, and a reasonable sum for plaintiff's attorney's fees in or about the entry of said judgment, and for all purposes in the in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, to pay and to release and to release any all errors which may intervene in any such proceeding, and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment. ~~There be more than one lessee, this warrant of attorney is given jointly and severally, and shall authorize the entry of appearance of, waiver of issuance of process and trial by jury by and confession of judgment against any one or more of such lessees, and shall authorize the performance of every other act in the name of and on behalf of any one or more of such lessees, and lessee hereby confirms all that said attorney may lawfully do by virtue hereof. (The power conferred by this paragraph is continuing power, and may be exercised as frequently as occasion may require.)~~

FIRE AND CASUALTY

15. In case the Premises shall be rendered untenable, by fire, or other casualty, Lessor may, at his option, terminate this lease, or repair the Premises within sixty days, and failing so to do, or upon the destruction of said Premises by fire or other casualty, the term hereby created shall cease and determine.

PAYMENT OF RENTS

16. Lessee will pay and discharge all rent, and all other charges, taxes and expenses that may be incurred by Lessor in enforcing the covenants, conditions and terms hereof, and all covenants and agreements herein contained shall be binding upon, apply, and inure to the benefit of, his heirs, executors, successors, administrators, and assigns of all parties to this lease.

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R I D E R

17. Notwithstanding the provisions of Paragraph 3 hereof, Lessee shall have the right to sublease all or any portion of said premises for motor freight terminal purposes; provided that any such subletting shall be approved by Lessor in writing, which approval shall not be unreasonably withheld and that the fact of any sublease shall not relieve Lessee from its liability for the payment of rental and all of the other terms, covenant and obligations of the within lease.

18. Lessor will be responsible for the payment of all general real estate taxes on the demised premises, however, it is hereby understood and agreed that Lessee will pay as additional rental any general real estate tax increases levied on the demised premises over and above the real estate taxes assessed and billed for the year 1978 and payable in 1979 as compared to the subsequent years during the term of this lease. Lessee shall be invoiced for its share, if any, of the increase when the bills are received yearly, and said invoices shall be paid within thirty (30) days.

19. Lessee shall at its expense keep the demised premises insured against loss or damage by fire and windstorm, with such insurance to contain extended coverage, all for the full insurable value thereof, in a solvent insurance company authorized to do business in the state wherein the real property covered by this Agreement is located, and for the benefit of Lessor, certificates evidencing such paid-up coverage to be furnished to Lessor upon the commencement of the term hereof with renewal certificates to be furnished to Lessor at least fifteen (15) days prior to expiration dates and payment for any loss covered by such policies shall become the sole and exclusive property of Lessor. It is further understood and agreed that Lessee will assign to Lessor all its interests in said policy as their interests may appear.

20. Throughout the term of this lease, Lessee shall at its own cost and expense provide and keep in force for the benefit of Lessor, as well as itself, general public liability insurance protecting Lessor and Lessee against any and all liability occasioned by any accident, occurrence or disaster upon or about said premises and relating to said premises, on the condition and company of same, with limits of liability of not less than \$500,000.00 for personal injury or death

SONC Freight Systems, First American...  
If Lessor shall choose to do so, it may obtain the insurance herein required and charge the actual costs thereof to the Lessee. Such costs shall be promptly paid by Lessee, but such costs shall not be greater than the Lessee would incur if the Lessor were obtaining the insurance.

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20. Continued

to any one person in any one occurrence and with limits of not less than \$1,000,000.00 for personal injury or death of all persons in any one occurrence or accident and limits of not less than \$100,000.00 for property damage in any one occurrence. Such policy or policies shall name the Lessor, and the mortgage company as their interests may appear. In addition, certificates evidencing such paid up coverage shall be furnished to the Lessor by the Lessee upon the commencement of the term hereof with renewal certificates to be furnished to Lessor at least fifteen (15) days prior to expiration dates.

21. This lease shall be subject and subordinate to any bona fide mortgages or trust deeds that may hereafter be placed upon said leased premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof. It is further provided that Lessee shall execute and deliver whatever instruments may be required for such purposes, and in the event Lessee fails so to do within ten (10) days after demand by Lessor in writing, Lessor does hereby make, constitute and irrevocably appoint Lessor as its attorney in fact and in its name, place and stead so to do.

22. It is understood and agreed that the various owners and the Lessees within the development, known as Highway Freight Center, will all be members of an Association. This Association will have the responsibility of maintaining the roadways and utilities and to further provide additional services desired by the Lessees and owners, such as, security for their mutual benefit. All costs incurred by this Association shall be paid by each member on a basis proportionate to the square footage of the land area owned or leased to the total area within the development.

23. It is understood and agreed that Lessee will not engage in the burning of refuse on the property. Lessee is to make arrangement, at its own expense, with a scavenger company for all refuse and garbage removal.

24. It is understood and agreed that Lessee will not erect any type of outdoor sign without prior approval of the Lessor in writing which approval shall not be unreasonably withheld.

SONC Freight Systems, First American Health Care

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25. It is the responsibility of Lessee to keep its facilities and the improvements in good condition and repair at all times at its expense and it is agreed that Lessee shall maintain the following good housekeeping rules during the term of this lease:

- A. It is the responsibility of Lessee to have the heating and ventilating equipment checked by a qualified engineer or contractor at least once each year and the cost for such inspection and repairs shall be paid by Lessee.
- B. All plumbing and plumbing fixtures shall be kept in good, clean operating condition and checked at least once each two years by a licensed plumbing contractor or a qualified engineer. All expenses for such inspection and repairs shall be paid by Lessee.
- C. Lessee will maintain the interior offices in a clean and sanitary condition at all times.
- D. All electric outlets and fixtures shall be kept in good working condition by Lessee and any inspection and/or repairs are to be paid for by Lessee.
- E. In the event<sup>any</sup> of the above conditions are not complied with by Lessee, Lessor may notify Lessee by registered mail of his intent and shall perform the necessary services or repairs and Lessee agrees that he will pay the total cost for same within thirty (30) days after submission of invoices.
- F. All repair and maintenance of the building, land, fence, etc., with the exception of the roof and structural deterioration, will be the responsibility of Lessee.

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26. Lessor hereby grants Lessee the right to make such reasonable interior installations and remodeling of premises at its own expense from time to time as Lessor may see fit to make. It is understood and agreed, however, that prior approval must be received from Lessor, and such approval, in writing, is not to be unreasonably withheld.

27.

~~(A) Should the premises or the building, or which they are a part, be wholly destroyed by fire or other calamity; or be so greatly damaged that they may not be put in their former state of repair within the amount of recovery of insurance proceeds thereon, immediately prior to said fire or other calamity and be reconstituted so as to be available for residential occupancy within 270 working days thereafter; then and in that event Lessor shall agree to tender back to Lessee all unexpired rental herebefore paid by the Lessee, calculated at a monthly rate and based on said regular monthly rent and thereupon Lessee may elect to forthwith terminate this lease and surrender possession of the premises to the Lessor or in the alternative, require the Lessor to rebuild said premises to its former state; it being understood and agreed however that the Lessor shall not be required in the latter event to expend in excess of the proceeds of insurance resulting from said fire, any excess thereof to be provided by the Lessor only upon the agreement of the Lessee to pay additional rent on the same rate of amortization as provided in the original lease.~~

(B) In case the premises hereby leased shall be only partially damaged by fire or other cause at anytime during the term hereof, the same shall be repaired by the Lessor or any person or persons acting for him, within a reasonable time after the dispatch, and a proportionate reduction of rent shall be allowed to the Lessee for the time occupied in such repairs; ~~excepting:~~

~~(a) if the Lessor can use the damaged premises without substantial inconvenience, there shall be no reduction of rent;~~

(b) if the repairs are made at the expense of the failure of said tenant to carry fire insurance, no reduction shall be made beyond a reasonable amount allowed for the ~~amount;~~

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27. Continued

~~(c) In the event of termination of this lease, as provided in subparagraph (A) hereinabove, the Lessee shall give timely and prompt notice in writing to the Lessor of its intention with respect to replacement of the loss occasioned by said fire or other casualty. Likewise, in the event of partial damage by fire or other casualty, as provided in subparagraph (B) hereinabove, any notice required of the Lessor to the Lessee shall likewise be in writing.~~

28. LESSEE shall, and by these presents does, have the first right and option to renew, on the same terms and conditions, subject to renegotiation of the rental to be mutually agreeable to all parties, said lease for an additional period of five (5) years commencing upon expiration of the primary term by giving notice to Lessor in writing of its intention to exercise such option at least one hundred eighty (180) days prior to expiration of the primary term.

29. If and when included within the term "lessor" as used in this lease, there is more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments to accept; if and when included within the term "LESSEE" as used in this lease, there is more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments to LESSEE. All parties included within the terms "lessor," and "LESSEE," respectively, shall be bound by notices given in accordance with the provisions of this paragraph to the same effect as if each of them were a signatory thereto.

30. Legal Status: The Army and Air Force Exchange Service, including its activities, offices, individual exchanges and overseas exchange system, is an integral part of the departments of the Army and the Air Force and is an instrumentality of the United States Government. Army and Air Force Exchange Service contracts are United States contracts; however, they do not obligate appropriated funds of the United States except for a judgment or compromise settlement in suits brought in the Federal District Courts of the United States and in the United States court of claims. (Pub. Law 85-804, 90 Stat. 3125, 3126)

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### 30. Continued

Force Exchange Service will reimburse the United States Government (31 USC 724(a)). (NOTE: The Armed Service Procurement Act applies only to procurements for which payment is to be made from appropriated funds (10 USC 2303(a)) and does not govern AAFES procurements. The Defense Acquisition Regulation (DAR/ASPE) published pursuant to the Armed Services Procurement Act, is likewise inapplicable except for those DAR/ASPE provisions that have been administratively adopted by AAFES and that are either incorporated into or specifically referenced in this lease.)

### 31. Disputes:

- a. (1) Lessor must submit any request for monetary or other relief relating to this lease in writing to the Contracting Officer.

The request must specify the amount of money or the other relief requested and include all supporting data. In addition, with the request or any amendment thereto, Lessor must submit a signed certificate as follows:

"I certify that this request and any ensuing claim are made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, and that any amount requested accurately reflects the amount for which lessor believes AAFES is liable."

\_\_\_\_\_  
(Signature of individual authorized to bind Contract)

(NOTE: SUBMISSION OF FALSE CLAIMS IS A VIOLATION OF FEDERAL LAW AND MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES.)

- (2) Lessor's request for payment of money or other relief is not a "claim" until:
  - (a) A written request has been received by the Contracting Officer complying fully with subparagraph (1) above,
  - (b) A dispute arises between the parties after a reasonable time for review and disposition, and
  - (c) Lessor requests the Contracting Officer to issue a final decision.
- (3) Lessor's request for amendment to the lease for relief which is directly contrary with the contract terms will not be considered a "claim."

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b. All disputed claims relating to this lease will be decided by the Contracting Officer, who will issue a written Final Decision and mail or otherwise furnish a copy thereof to Lessor. The Contracting Officer's decision will be final and conclusive unless:

- (1) Within ninety (90) days from the date of Lessor's receipt of the Contracting Officer's Final Decision, Lessor mails or otherwise furnishes the Contracting Officer a written appeal (two copies) addressed to the Armed Services Board of Contract Appeals (ASBCA); or
- (2) Within twelve (12) months from the date of Lessor's receipt of the Contracting Officer's Final Decision, Lessor brings an action in the United States Court of Claims.

c. The decision of the ASBCA is final and conclusive except:

- (1) Lessor may appeal such a decision to the United States Court of Claims within 120 days after the date of Lessor's receipt of a copy of the decision of the ASBCA.
- (2) AAFES may transmit the decision of the ASBCA to the United States Court of Claims for judicial review within 120 days from the date of AAFES' receipt of a copy of the decision of the ASBCA.
- (3) ASBCA decisions made under the Board's small claims (expedited) procedures (\$10,000.00 or less) may be set aside only in case of fraud. In all other cases, the ASBCA decisions on questions of fact may be set aside only where the decisions are fraudulent, arbitrary, capricious, or so grossly erroneous as to necessarily imply bad faith, or if such decisions are not supported by substantial evidence. The decisions of the ASBCA on any questions of law will not be final or conclusive as to the United States Court of Claims.

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- d. Pending final resolution on any request for relief, disputed claim, appeal, or action, related to this lease, Lessor will proceed diligently with the performance of this contract and will comply with the Contracting Officer's decisions.
- e. If Lessor cannot support any part of its claim as a result of fraud or misrepresentation of fact, then, in addition to other remedies or penalties provided for by law, Lessor will pay AAFES an amount equal to the unsupported part of the claim plus all AAFES costs attributable to reviewing that part of the claim.
- f. The Contract Disputed Act of 1978 and the provisions of this lease contain the sole procedures for resolving disputed claims relating to this lease. A copy of the Act may be obtained from the Contracting Officer.

32. Examination of Records: This clause is applicable if the amount of this lease exceeds \$2,500.00 and was entered into by means of negotiation. Lessor agrees that the Contracting Officer or his duly authorized representative shall have the right to examine and audit the books and records of Lessor directly pertaining to the lease during the period of the lease and until the expiration of three years after final payment under the lease.

33. Representations: Lessor shall not represent himself to be an agent or representative of AAFES, the United States, or any military department.

34. Hold and Save Harmless: Lessor shall at all times hold and save harmless the United States and AAFES, its agents, representatives and employees from any and all suits, claims, charges and expenses which arise out of negligent acts of Lessor, his agents, tech representatives, or employees.

35. Gratuities and Contingent Fees: Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial selling agencies retained by Lessor for the purpose of securing business. Lessor warrants that no gratuities

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35. Continued

(entertainment, gifts, favors, etc.) will be offered or given by the Lessor or any person representing the Lessor to any AAFES officer or employee, or of any other officer or employee of the United States Government to secure this lease or favorable treatment with respect to this lease. For breach of either of the warranties, AAFES may terminate the lease for default and deduct from amounts due under this or other leases, or bill Lessor for, the total value of any contingent fee or gratuity.

36. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of the Lessor and the AAFES, and their respective successors, and except as otherwise provided for herein, to their assigns.

37. Words of any gender used in this lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

38. No claim by the Lessor against the AAFES, or by the AAFES against the Lessor, arising out of the performance or termination of this contract, shall be considered unless such claim is submitted in writing to the other party no later than ninety (90) days following the effective date of termination of this contract.

39. As used in this lease, the term "Contracting Officer" means the individual executing this contract on behalf of the Headquarters, Army and Air Force Exchange Service (AAFES), his successor, or his duly authorized representative acting within the scope of this authority.

40. Attached hereto is a document identified as Appendix A which is an itemized list of all repairs and replacements which need to be made in order to bring the terminal into good operating condition. Lessor shall arrange and pay for the above-mentioned repairs and replacements to be made in a good, workmanlike manner. Lessee, upon surrendering the premises, will insure that Lessor not incur any expense related to the repair or replacement of the items noted in Appendix A, reasonable wear and tear excepted, and that the premises will be in good, tenable condition and repair satisfactory to the Lessor.

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R I D E R

41. The demised premises are subject to a certain existing lease between First American Realty Co. (Lessor therein), with an address at 123 West Madison Street, Chicago, IL 60602 and Crouch Bros., Inc. (Lessee therein) dated February 27, 1969 (the "underlying lease"). On December 31, 1977, the said Crouch Bros., Inc. was merged into ONC Freight Systems, a Nevada corporation, with ONC succeeding to the rights and obligations of the underlying lease. On May 1, 1979, pursuant to a Purchase Agreement between ONC Freight Systems and McLean Trucking Company, ONC subleased the premises to McLean with the consent of First American Realty Co., a copy of which is attached hereto. ONC has consented to the execution of this sublease by McLean to AAFES.

ATTEST:

LESSOR: McLEAN TRUCKING COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

ATTEST:

LESSEE: ARMY AND AIR FORCE EXCHANGE SERVICE

By \_\_\_\_\_

By \_\_\_\_\_

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When in this instrument masculine pronouns are used, or words indicating the singular number appear, such words shall be considered as if feminine or neuter pronouns or words indicating the plural number had been used, where the context indicates the propriety of such use.

Where in this instrument rights are given to either Lessor or Lessee, such rights shall extend to the agents, employees, or representatives of such persons.

If this instrument is executed by a corporation, such corporation has been authorized by a duly adopted resolution of the Board of Directors of such corporation.

This lease consists of 10 pages numbered 1 through 10, including a title page, all of which are attached to this lease by Lessor and Lessee.

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument this day and year first above written.

ATTEST: BY: [Signature]

LESSOR: McLEAN TRUCKING COMPANY (SEAL)

ATTEST: BY: Elizabeth Berry

LESSEE: ARMY AND AIR FORCE EXCHANGE SERVICE (SEAL)

BY: [Signature] (SEAL)

ELIZABETH BERRY, Notary Public  
Cook County, Texas  
Commission Expires 3-31-80

ASSIGNMENT BY LESSOR

I, Elizabeth Berry, Lessor hereby transfer, assign and sets over to [Signature] all right, title and interest and to the above

and the said parties hereto have signed and sealed this instrument on this 19th day of [Month] 19[Year]

(SEAL)  
(SEAL)

GUARANTEE

On this [Date] the receipt of [Signature] who has hereby accepted the terms and performance by [Signature] of the terms, conditions and covenants of the Lease and the said parties hereto have signed and sealed this instrument on this [Date] day of [Month] 19[Year] and the said parties hereto have signed and sealed this instrument on this [Date] day of [Month] 19[Year]

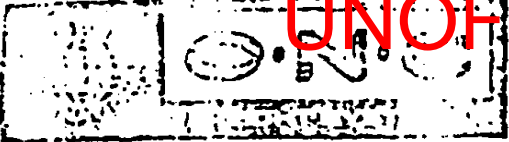
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P.O. Box 10280; Palo Alto, CA 94303

April 23, 1979

First American Realty Co.  
123 West Madison St.  
Chicago, IL 60602  
Attn: Phyllis Sutker

Re: Leases - 4200 W. 35th Place  
Chicago, IL

Dear Ms. Sutker:

Effective May 1, 1979 McLean Trucking Company will assume temporary operating control over the general commodities motor carrier business commonly known as O.N.C Freight Systems. The captioned real property owned by you is an integral part of O.N.C Freight Systems and, accordingly, pursuant to the terms of the agreement with McLean Trucking Company and the authority granted by the Interstate Commerce Commission is to be subleased by McLean. Kindly please acknowledge your consent to such sublease by signing and dating the enclosed copy of this letter in the space provided and returning to me in the self-addressed, stamped envelope which I have enclosed. As we discussed, McLean's assumption of temporary operating control of O.N.C Freight Systems will occur on May 1, 1979 and, accordingly, I would appreciate receiving this signed consent as soon as possible, but not later than Friday, April 27, 1979. Thank you for your cooperation.

Very truly yours,  
O.N.C FREIGHT SYSTEMS

Joseph P. Ficarelli  
Vice President and General Counsel

JPF/sw  
Encls.

Accepted and Agreed to this 24<sup>th</sup> day of April, 1979.

*[Signature]*  
\_\_\_\_\_  
Phyllis Sutker

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## APPENDIX A

Repair damaged overhead doors  
Repair damaged dock levelers and replace missing buffers  
Check sprinkler system for operational condition  
Check dock lights - repair as necessary  
Repair ramp wall  
JB ~~Repair or~~ install new double action trap doors  
Reinstall hand rail at office dock entrance  
\*Clean and/or paint as needed all interior walls  
Clean all floors  
Check and replace stair treads if needed  
Check and service pneumatic tube system  
Install separate utility meters for the two buildings  
Clean dock area and leveler bays  
Check plumbing fixtures - repair as necessary  
Replace four missing drinking fountains  
Service all heating, ventilating and air conditioning -  
repair as necessary  
Replace all electrical switches and repair fixtures and  
receptacles as necessary

JB \*Areas to be repainted are: offices,  
hallways, breakrooms, and restrooms.

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CHICAGOLAND — JUKVLY LU.  
5611 N VIRGINIA AVE - CHICAGO, ILL 60630  
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PLAT OF SURVEY

of East of the 3rd PM described as follows:

That part of the SW 1/4 of the NE 1/4 of Section 34, Township 39 North, Range 13 East of the 3rd PM described as follows: Beginning of the point on the South line of Chicago and Illinois Western Railroad right of way, said point being 35300 feet East of the West line of said SW 1/4 of the NE 1/4; thence East, on said South line of Chicago and Illinois Western Railroad right of way, 64000 feet; of and parallel to East line of said Section 34, thence South, along said line 143000 feet West of and parallel to the East line of said Section 34, 64078 feet South of thence West, along a line which intersects said West line of said SW 1/4 of the NE 1/4 at a point 64078 feet South of said South line of Chicago and Illinois Western Railroad right of way, for a distance of 835.74 feet; thence North, parallel to said West line of said SW 1/4 of the NE 1/4, 640.53 feet, to the point of beginning, Cook County, Illinois

Property of Chicago and Illinois Western Railroad right of way, 835.15 feet, to a line 143000 feet West of and parallel to East line of said Section 34, 64000 feet; thence South, along said line 143000 feet West of and parallel to the East line of said Section 34, 64078 feet South of thence West, along a line which intersects said West line of said SW 1/4 of the NE 1/4 at a point 64078 feet South of said South line of Chicago and Illinois Western Railroad right of way, for a distance of 835.74 feet; thence North, parallel to said West line of said SW 1/4 of the NE 1/4, 640.53 feet, to the point of beginning, Cook County, Illinois

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David Rathgeber  
Sidley Austin  
One First National  
Suite 4300  
Chicago, Illinois 60601

DEPT-01 RECORDING

\$37.60

T#3333 TRAN 016E 10/04/85 15:13:00  
#0366 # C \*-85-221244

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85-200-98