

UNCONDITIONAL ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT is made as of the _____ day of July, 1993, by CORPORATE PROPERTY ASSOCIATES 5, a California limited partnership ("Assignor"), to and for the benefit of LIFE INVESTORS INSURANCE COMPANY OF AMERICA, an Iowa corporation ("Assignce").

DEFT-01 RECORDING

T+3333 TRAN 8348 07/16/93 14:32:00 +5589 + #-93-550491 COOK COUNTY RECORDER

Preliminary Statement

Assignor is the present owner in fee simple of the property commonly known as 6600 River Road located in Hodgkins, Illinois, and legally described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Mortgaged Property"), and Assignee is the owner and holder of that certain Promissory Note of even date herewith (the "Note") made by Assignor to the order of Assignee in the original principal amount of Five Million Two Hundred Thousand and Not 300 Dollars (\$5,200,000.00), the repayment of which indebtedness is secured by that certain Mortgage and Security Agreement of even date herewith (the "Mortgage") made by Assignor to and for the benefit of Assignee encumbering the Mortgaged Property and by various other instruments (collectively, the "Loan Documents").

Assignee, as a condition to funding the loan evidenced by the Note (the "Loan"), has required the execution of this Unconditional Assignment of Leases and Rents of the Mortgaged Property by Assignor.

NOW, THEREFORE, in order to further secure the payment of the Loan, and in consideration of the funding of the Loan, and in further consideration of the sum of Ten and No/100 Dollars (\$10.00) paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby (i) sell, assign, transfer and set over unto Assignee all of the rents, issues and profits of the Mortgaged Property and all of Assignor's right, title and interest in and to all leases entered into with respect to the Mortgaged Property (the "Leases") including, without limitation, those leases listed on Exhibit "B" attached hereto and by this reference made a part hereof, this Assignment to become operative upon the occurrence of an Event of Default (as defined in the Mortgage), and to remain in full force and effect so long as any such Event of Default continues to exist, and (ii) covenant and agree as follows:

- 1. In furtherance of the foregoing Assignment, Assignor hereby authorizes Assignee, by its employees or agents, at its option, after the occurrence of an Event of Default, to enter upon the Mortgaged Property and to collect, in the name of Assignor or n its own name as assignee, the rents accrued but unpaid and in arrears at the date of such default, as well as the rents thereafter accruing and becoming payable during the period of the continuance of the said default or any other default; and to this end, Assignor further agrees that Assignor will incilitate in all reasonable ways Assignee's collection of said rents, and will, upon request by Assignee, execute a written notice to each tenant directing the tenant to pay rent to Assignee.
- 2. Assignor also hereby authorizes Assignee upon such entry, at Assignee's option, to take over and assume the management, operation and maintenance of the Mortgaged Property, subject to rights of tenants in possession under valid leases approved by Assignee, and to perform all acts necessary and proper and to expend such sums out of the income of the Mortgaged Property as may be necessary in connection therewith, in the same manner and to the same extent as Assignor theretofore might do, including the right to effect new leases, to

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MAIL
TO

2930150

PREPARED BY A RETURNO:

Elizabeth Beikin

Rodurki Wolfe

203 N. LASALLE STREET - Suite 1700

CHICAGO J. 60601

4.50 AM

cancel or surrender existing leases, to alter or amend the terms of existing leases, to renew existing leases or to make concessions to tenants, it being understood and agreed that Assignor hereby releases all claims against Assignee arising out of such management, operation and maintenance, excepting the liability of Assignee to account as hereinafter set forth.

- 3. Assignee shall, after payment of all proper charges and expenses, including reasonable compensation to such managing agent as it shall select and employ, and after the accumulation of a reserve to meet taxes, assessments, water rents and fire and liability insurance in requisite amounts, credit the net amount of income received by it from the Mortgaged Property by virtue of this Assignment to any amounts due and owing to it by Assignor under the terms of the Note and the Loan Documents but the manner of the application of such net income and what items shall be credited shall be determined in the sole discretion of Assignce. Assignee shall make reasonable effort to collect rents, reserving, however, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted.
- Assigner hereby represents and warrants to Assignee that neither Assignor nor any previous owner of the Mortgaged Property has executed any prior assignment or pledge of the rentals of the Mortgaged Property, nor any prior assignment or pledge of its landlord's interest in the Leases, or any of them (other than assignments of rents in favor of lenders whose liens will be satisfied in connection with the closing of the loan evidenced by the Note). Assignor also hereby covenants and agrees not to collect the rents of the said Mortgaged Property for more than one (1) month in advance, and further agrees not to do any other act which would destroy or impair the benefits to Assignee of this Assignment.
- 5. It is not the intention of the praties hereto that an entry by Assignee upon the Mortgaged Property under the terms of this instrument shall constitute. Assignee a "mortgagee in possession" in contemplation of law, except at the option of Assignee.
- 6. This Assignment shall remain in full force and effect as long as the Loan remains unpaid in whole or part.
- 7. The provisions of this instrument shall be binding upon Assignor and Assignor's successors and assigns.
- 8. Any notice, demand or request which may be permitted, required or desired to be given in connection with this Assignment shall be given in writing and directed to Assignor and Assignee as set forth in the Mortgage.
- 9. Except as hereinafter set forth, nothing contained in this Assignment shall be deemed to cause Assignor to be personally liable to pay the principal, interest or other charges, penalties, fees or costs due under this Assignment, the Note and the Loan Documents, or any of them, or to be personally liable for the performance of any covenants, obligations, indemnities or agreements contained herein or therein, or for the breach of any representation or warranty contained herein or therein, and Assignee shall not seek any personal or deficiency judgment thereon, it being understood and agreed that the sole remedy of Assignee shall be against the real and personal property securing payment of the Note, including, without limitation, the Mortgaged Property; provided, however, the foregoing shall not in any way apply to, or in any way limit the recovery of Assignee for, any damages suffered by Assignee as a result of any one (1) or more of the following: (a) waste; (b) fraud or misrepresentation

by Assignor in Assignor's loan application for the Loan, the Note and the Loan Documents, or any of them, or any other document or other information made or given by Assignor to Assignee; (c) misapplication of rent or other payments made by tenants, condemnation or insurance proceeds; (d) Assignor's costs, damages or liabilities (including Assignor's attorneys fees) arising out of the presence of any hazardous, contaminated or toxic materials, wastes or substances on the property or breach by Assignor of any environmental representation or covenant; (e) failure to pay rent to Assignee after the occurrence of an Event of Default, to the extent that gross revenues from the Mortgaged Property, less ordinary and necessary operating expenses and expenses of maintaining the Mortgaged Property during such period, are sufficient to pay such sums; (f) failure to pay taxes, including real estate taxes, assessments and any other charges with respect to the Mortgaged Property; and (g) failure to pay all insurance premiums due with respect to the Mortgaged Property as required by Assignee. Notwithstanding the foregoing, under no circumstances shall any general partners or limited partners of Assignor be personally liable even if there is recourse liability to Assignor under any of the circumstances described in clauses (a) through (g) of this Paragraph. It is expressly understood and agreed that nothing contained in this Paragraph shall in any manner or way constitute or be deemed to be a release or impairment of the debt evidenced by the Note and the Loan Documents, or any of them, or otherwise affect or impair the enforceability of this Assignment or the Loan Documents, or any of them except to the extent expressly provided herein. Further, nothing in this Paragraph shall preclude Assignee from foreclosing under the Loan Documents or proceeding without limitation against any and all security held by Assignee, or from enforcing any of its rights and remedies in law or in equity except as expressly provided in this Paragraph or from pursuing any combination of the foregoing.

10. This Assignment shall be governed by the laws of the State of Illinois in all respects (and without application of any Illinois conflicts of law provisions). In the event that any term or provision of this Assignment, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, and not be affected thereby, and each term and provision of this Assignment shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, this Assignment is made as of the date first written above.

CORPORATE PROPERTY ASSOCIATES 5, a California limited partnership

By: Carey Corporate Property, Inc. a Delaware corporation, a general partner

(Title)

STATE OF New York)) SS: COUNTY OF New York

I, Sanatha Garbut, a notary public, do hereby certify, that Gordon f.
known to me to be the carture of CAREY CORPORATE PROPERTY, INC., a Delaware corporation, a general partner of CORPORATE PROPERTY ASSOCIATES 5, a California limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and he acknowledged that as such of said corporation, he executed the foregoing instrument pursuant to authority given by the corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set form.

Given under my hand and official seal, this 7th day of July, 1993.

My commission expires:

SAMANTHA GARBUS
Motery Public, State of New York
No. 31-4995627
Curified in New York County
Salon Expires April 27, 199 Jet's Office

EXHIBIT "A"

Legal Description of the Mortgaged Property

PARCEL 1:

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

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 981.57 FEET TO A POINT ON SAID NORTH LINE, 150 FEET SOUTHEASTERLY OF AND MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE WEST BOUND MALL TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG A LINE 150 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL TO SAID CENTERLINE OF WEST BOUND MAIN TRACK, AND FORMING AN ANGLE OF 56 DEGREES 02 MINUTES 00 SECONDS TO THE SOUTHWEST FROM SAID SECTION LINE, A DISTANCE OF 1839.03 FEET TO THE POINT OF BEGINNING FOR SAID HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUING SOUTHWESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 160.00 FEET TO THE MOST NORTHERLY CORNER OF THE PROPERTY CONVEYED TO COUZENS WAREHOUSE AND DISTRIBUTORS, INC., BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JULY 18, 1972 AS DOCUMENT NUMBER 21980477; THENCE SOUTHEASTWARDLY ALONG THE NORTHEASTERLY LINE OF SAID PROPERTY CONVEYED TO COUZENS WAREHOUSE AND DISTRIBUTORS, INC., SAID NORTHEASTERLY LINE BEING A LINE PERPENDICULAR TO THE CENTERLINE OF SAID WEST BOUND MAIN TRACK, A DISTANCE OF 576.87 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF RIVER HOAD, BO FEET WIDE, AS DEDICATED BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON DECEMBER 2, 1970 AS DOCUMENT NUMBER 21332308; THENCE NORTHEASTWARDLY ALONG SAID NORTHWESTERLY LINE OF RIVER ROLD, A DISTANCE OF 160.05 FEET TO AN INTERSECTION WITH A LINE WHICH IS PERPENDICULAR TO THE CENTERLINE OF SAID WEST BOUND MAIN TRACK AND WHICH PASSES THROUGH THE HEREIN DESCRIBED POINT OF BEGINNING, AND THENCE NORTHWESTWARDLY ALONG SAID PERPENDICULAR LINE. A DISTANCE OF 572.81 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

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

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 981.57 FEET TO A POINT IN SAID NORTH LINE 150 FEET SOUTHEASTERLY OF AND MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF THE WEST BOUND MAIN TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG A LINE 150 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL TO SAID CENTERLINE OF THE WEST BOUND MAIN TRACK AND FORMING AN ANGLE OF 56 DEGREES 02 MINUTES TO THE SOUTHWEST FROM SAID SECTION LINE, A DISTANCE OF 3024.03 FEET TO THE MOST NORTHERLY CORNER OF THE PROPERTY CONVEYED TO FREEWAY REALTY COMPANY, DALLAS BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MARCH 24, 1969 AS DOCUMENT NUMBER 20790107; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE (ALONG THE NORTHEASTERLY LINE OF SAID PROPERTY CONVEYED TO FREEWAY REALTY COMPANY, DALLAS) A DISTANCE OF 25.80 FEET TO A POINT OF BEGINNING FOR SAID HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE) A DISTANCE OF 41.50 FEET TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 613.105 FEET, A DISTANCE OF 138.04 FEET TO A POINT OF REVERSE CURVE; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 594.505 FEET, A DISTANCE OF 59.04 FEET MORE OR LESS TO A POINT ON SAID HEREINBEFORE DESCRIBED PARALLEL LINE WHICH POINT IS 2787.54 FEET MEAURED ALONG SAID FARALLEL LINE SOUTHWEST FROM THE POINT OF INTERSECTION OF SAID PARALLEL LINE WITH THE NORTH LINE OF SECTION 22: THENCE NORTHEASTWARDLY ALONG SAID PARALLEL LINE (BEING 150 FEET MEASURED PERPENDICULARLY SOUTHFASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK), A DISTANCE OF 367.90 FEET; THENCE SOUTHWARDLY ALONG THE ARC OF A CIPCLE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 594.50 FEET, A DISTANCE OF 76.34 FEET TO A POINT WHICH IS 164.41 FEET MEASURED PERPENDICULARLY SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK, THENCE SOUTHWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 49.75 FEET TO A POINT WHICH IS 175.92 FEET MEASURED PERPENDICULARLY SOUTHEASTERLY FROM THE CENTERLINE OF 60 SAID WEST BOUND MAIN TRACK; THENCE SOUTHWESTWARDLY ALONG THE ARC OF W A CIRCLE CONVEX TO THE SOUTHEAST AND HAVING A RIDIUS OF 613.10 FEET, A DISTANCE OF 155.87 FEET TO A POINT WHICH IS 196.63 FEET MEASURED PERPENDICULARLY SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWESTWARDLY ALONG A LINE 196.63 FEET MEASURED PERPENDICULARLY SOUTHEASTERLY FROM AND PARALLEL WITH THE CENTERLINE OF SAID WESTBOUND MAIN TRACK, A DISTANCE OF 52.13 FEET TO AN INTERSECTION WITH A LINE WHICH IS 275 FEET MEASURED PERPENDICULARLY NORTHEASTERLY FROM AND PARALLEL WITH SAID NORTHEASTERLY LINE OF THE PROPERTY CONVEYED TO FREEWAY REALTY COMPANY, DALLAS; THENCE SOUTHEASTWARDLY ALONG SAID PARALLEL LINE, A DISTANCE OF 549.09 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF RIVER ROAD; THENCE SOUTHWESTWARDLY ALONG SAID NORTHWESTERLY LINE OF RIVER ROAD (BEING A LINE 80 FEET MEASURED PERPENDICULARLY NORTHWESTERLY FROM AND PARALLEL WITH THE SOUTHEASTERLY LINE OF THE LANDS OF SANTA FE LAND IMPROVEMENT COMPANY, A DISTANCE OF 275.00 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID PROPERTY CONVEYED TO FREEWAY REALTY COMPANY, DALLAS; THENCE NORTHWESTWARDLY ALONG SAID NORTHEASTERLY PROPERTY LINE, A DISTANCE OF 570.85 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

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

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 981.57 FEET TO A POINT ON SAID NORTH LINE 150 FEET SOUTHEASTERLY OF AND MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE WEST BOUND MAIN TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD COMPANY; THENCE SOUTHWESTERLY ALONG A LINE 150 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL TO SAID CENTERLINE OF THE WEST BOUND MAIN TRACK, AND FORMING AN ANGLE OF 56 DEGREES 02 MINUTES TO THE SOUTHWEST FROM SAID SECTION LINE, A DISTANCE OF 159.03 FEET TO A POINT OF BEGINNING FOR SAID HEREINAFTER PARCIL OF LAND; THENCE CONTINUING SOUTHWESTWARDLY ALONG SAID PARALLEL LINE, A DISTANCE OF 420.61 FEET TO THE MOST NORTHERLY CORNER OF THE PROPERTY CONVEYED TO COUZENS WAREHOUSE AND DISTRIBUTORS, INC., BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON APRIL 28 1970 AS DOCUMENT NUMBER 21144828; THENCE SOUTHWARDLY ALONG THE SOUTHEASTERLY LINE OF SAID PROPERTY CONVEYED TO COUZENS WAREHOUSE AND DISTRIBUTORS, INC., (SAID SOUTHEASTERLY PROPERTY LINE BEING HERE THE ARC OF A CIRCLE. CONVEX TO THE NORTHWEST AND HAVING A RAIJUS OF 594.50 FEET), A DISTANCE OF 76.34 FEET TO A POINT WHICH IS 164.41 FEET, MEASURED PERPENDICULARLY SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWARDLY CONTINUING ALONG SAID PROPERTY LINE (WHICH IS HERE A STRAIGHT LINE), A DISTANCE OF 49.75 FEET TO A POINT WHICH IS 176.92 FEET MEASURED PERPENDICULARLY, COUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWESTWARDLY CONTINUING ALONG SAID PROPERTY LINE (WHICH AS HERE THE ARC OF A CIRCLE, CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 613.10 FEET) A DISTANCE OF 155.87 FEET TO A POINT WHICH IS 256.63 FEET MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM THE CENTERLINE OF SAID WESTBOUND MAIN TRACK; THENCE SOUTHWESTWARDLY, CONTINUING ALONG SAID PROPERTY LINE (WHICH IS HERE A LINE 196.63 FEET, MEAURED PERPENDICULARLY, SOUTHEASTERLY FROM AND PARALLEL WITH THE CENTERLINE OF SAID WESTBOUND MAIN TRACK) A DISTANCE OF 52.13 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID PROPERTY CONVEYED TO COJZENS WAREHOUSE AND DISTRIBUTORS, INC., THENCE SOUTHEASTWARDLY ALONG SAID NORTHEASTERLY PROPERTY LINE (WHICH IS A LINE PERPENDIULAR TO THE CENTERLINE OF SAID WESTBOUND MAIN TRACK) A DISTANCE OF 549.09 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF RIVER ROAD, 80 FEET WIDE, AS DEDICATED BY THE INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON DECEMBER 2, 1970 AS DOCUMENT NUMBER 21332308; THENCE NORTHEASTWARDLY ALONG SAID NORTHWESTERLY LINE OF RIVER ROAD, A DISTANCE OF 8.40 FEET TO A DEFLECTION POINT IN SAID NORTHWESTERLY LINE; THENCE CONTINUING NORTHEASTWARDLY ALONG SAID NORTHWESTERLY LINE OF RIVER ROAD, DEFLECTING 1 DEGREE 15 MINUTES 37 SECONDS TO THE LEFT FROM THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 741.84 FEET TO AN INTERSECTION WITH A LINE WHICH IS PERPENDICULAR TO THE CENTERLINE OF SAID WESTBOUND MAIN TRACK AND WHICH PASSES THROUGH THE HEREIN DESCRIBED POINT OF BEGINNING; THENCE NORTHWESTWARDLY ALONG SAID PERPENDICULAR LINE A DISTANCE OF 576.87 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

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

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 981.57 FEET TO A POINT IN SAID NORTH LINE 150 FEET SOUTHEASTERLY OF AND MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE WESTBOUND MAIN TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG A LINE 150 FEET SOUTHERSTERLY OF, NORMALLY DISTANT FROM AND PARALLEL TO SAID CENTERLINE OF WEST BOUND MAIN TRACK AND FORMING AN ANGLE OF 56 DEGREES 02 MINUTES TO SOUTHWEST FROM SAID SECTION LINE, A DISTANCE OF 3024.03 FRET TO THE FIRST POINT OF BEGINNING OPPOSITE RAILWAY CHAINING STATION 767+86.9; THENCE SOUTHEASTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 597.64 FEET, MORE OR LESS, TO A POINT 28 FEET NORTHWESTERLY OF AND MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF A 24 FOOT WIDE ASPHALT PAVEMENT; THENCE SOUTHWESTERLY ALONG A LINE 28 FEET NORTHWESTERLY OF, NORMALLY DISTANT FROM, AND PARALLEL TO SAID CENTERLINE OF SAID PAVEMENT AND FORMING AN ANGLE OF 90 DEGREES 12 MINUTES 15 SECONDS AS MEASURED FROM NORTHWEST TO SOUTHWEST, A DISTANT OF 402.70 FEET, MORE OR LESS, TO A POINT 33 FEET NORHEASTERLY OF AND MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF 67TH STREET EXTENDED; THENCE NORTHWESTERLY ALONG A LINE 33 FEET NORTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL TO SAID CENTERLINE OF SAID STREET, AND FORMING AN ANGLE OF 89 DEGREES 43 MINUTES 15 SECONDS AS MEASURED FROM NORTHEAST TO NORTHWEST, A DISTANT OF 598.78 FEET, MORE OR LESS TO A POINT 150 FEET SOUTHEASTERLY OF AND MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID RAILWAY COMPANY'S WESTBOUND MAIN TRACK; THENCE NORTHEASTERLY ALONG A LINE 150 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL TO SAID CENTERLINE, OF SAID RAILWAY COMPANY'S WEST BOUND MAIN TRACK AND FORMING AN ANGLE OF 90 DEGREES 04 MINUTES 30 SECONDS AS MEASURED FROM SOUTHEAST TO NORTHEAST, A DISTANCE OF 402.00 FEET, 5 MORE OR LESS, TO THE FIRST POINT OF BEGINNING, EXCEPTING THEREFROM A STRIP OF LAND PREVIOUSLY CONVEYED TO THE CHICAGO DISTRICT PIPELINE COMPANY BY WARRANTY DEED, SECRETARY'S NUMBER 43057 DATED AUGUST 21, 1953 AND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND 50 FEET WIDE LYING 25 FEET ON EITHER SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 22; THENCE WESTERLY ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 22 A DISTANCE OF 779.12 FEET TO A POINT THAT IS 180 FEET SOUTHEASTERLY OF AND MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF THE SAID WEST BOUND MAIN TRACK; THENCE SOUTHWESTERLY ALONG A LINE 180 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL WITH THE CENTERLINE OF SAID WEST BOUND MAIN TRACK A DISTANCE OF 209.64 FEET TO THE SECOND POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG A LINE MAKING AN ANGLE TO THE

LEFT OF 89 DEGREES 55 MINUTES 30 SECONDS WITH THE LAST DESCRIBED LINE EXTENDED, A DISTANCE OF 371.69 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 218 FEET, THE LAST DESCRIBED COURSE BEING TANGENT THERETO, A DISTANCE OF 171.22 FEET, MORE OR LESS; THENCE EASTERLY TANGENT TO THE LAST DESCRIBED COURSE A DISTANCE OF 61.32 FEET, MORE OR LESS, TO END OF STRIP 28 FEET NORTHWESTERLY OF AND MESURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID 24 FOOT WIDE ASPHALT PAVEMENT ALSO (EXCEPT ALL MINERALS, UNDERLYING THE SURFACE OF SAID LAND AN ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID MINERALS), IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENTS IN FAVOR OF PARCEL 4 FOR INGRESS AND EGRESS RESERVED IN THAT CERTAIN WARRANTY DEED DATED AUGUST 21, 1953 AND RECORDED JUNE 29, 1955 AS DOCUMENT 10285385, OVER AND UNDER THE FOLLOWING DESCRIBED PREMISES TO WIT:

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

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 311.17 FEET TO A POINT IN THE CENTERLINE OF THE WEST BOUND MAIN TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY AT ITS MILE POST 14 PLUS 3140.2 FEET; THENCE CONTINUING EAST ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 217.11 FEET TO A POINT WHICH IS 180 FEET SOUTHEASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWESTERLY ON A LINE 180 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL WITH THE CENTERLINE OF SAID WESTBOUND MAIN TRACK A DISTANCE OF 184.64 FEET TO 1HF TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY MAKING AN ANGLE TO THE LEFT OF 89 DEGREES 55 MINUTES 32 SECONDS WITH THE LAST DESCRIBED COURSE PROLONGATED. A DISTANCE OF 371.72 FEET; THENCE SOUTHEASTERLY ON THEM ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 193 FEET, THE LAST DESCRIBED COURSE BEING TANGENT THERETO, A DISTANCE OF 151.58 FEET; THENCE EASTERLY TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 65.4 FEET; THENCE EASTERLY ON THE ARC OF CURVE TO THE RIGHT HAVING A RADIUS OF 161.24 FEET, THE LAST DESCRIBED COURSE BEING TANGENT THERETO, A DISTANCE OF 105.29 FEET TO A POINT IN THE SOUTHEASTERLY PROPERTY LINE OF SAID RAILWAY COMPANY, SAID POINT BEING 472.57 FEET SOUTHWESTERLY OF THE CENTER OF SAID SECTION 22 MEASURED ALONG THE SOUTHEASTERLY PROPERTY LINE OF SAID RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY PROPERTY LINE MAKING AN ANGLE TO THE RIGHT OF 97 DEGREES 20 MINUTES 12 SECONDS WITH THE TANGENT TO

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THE LAST DESCRIBED COURSE, A DISTANCE OF 50.60 FEET; THENCE WESTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 111.24 FEET; THE TANGENT TO SAID CURVE MAKING AN ANGLE TO THE RIGHT OF 79 DEGREES 19 MINUTES 53 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 66.17 FEET; THENCE WESTERLY TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 65.4 FEET; THENCE NORTHWESTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 243 FEET, THE LAST DESCRIBED COURSE BEING TANGENT THERETO, A DISTANCE OF 190.85 FEET; THENCE NORTHWESTERLY TANGENT TO THE LAST DESCRIBED COURSE A DISTANCE OF 371.66 FEET MORE OR LESS TO A POINT 180 FEET SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID WESTBOUND MAIN TRACK, THENCE NORTHEASTERLY ON A LINE 180 FEET SOUTHEASTERLY OF. NORMALLY DISTANT FROM AND PARALLEL WITH THE CENTERLINE OF SAID WESTBOUND MAIN TRACK A DISTANCE OF 50 FEET TO THE TRUE POINT OF BEGINNING, ON COOK COUNTY, ILLINOIS.

P.I.N.; 18-22-200-018

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Control 6600 River Road, Hodgkins, 17 inois Street Address:

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EXHIBIT "B"

Leases

That certain Lease dated May 24, 1982, between Rentar Industries, Inc., a Delaware corporation, Rentar Industries Realty Corporation, an Illinois corporation, and Couzens Warehouse and Distributors, Inc., an Illinois corporation, as lessor, and General Motors Corporation, a Delaware corporation ("GM"), as lessee, as amended by that certain First Amendment to Lease dated June 19, 1992, between Assignor, as lessor, and GM, as lessee. Property of County Clark's Office

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