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DEPT-01 RECORDING \$55.00
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#6311 : CG * -96-615009
COOK COUNTY RECORDER

CENTERPOINT PROPERTIES CORPORATION, as Assignor
Borrower

and

LEHMAN BROTHERS HOLDINGS INC. d/b/a
LEHMAN CAPITAL, A DIVISION OF
LEHMAN BROTHERS HOLDINGS INC., as Assignee
Lender

ASSIGNMENT OF LEASES AND RENTS

Dated: August 8, 1996

Location: 6600 River Road
Hodgkins, Illinois

County: Cook

RECORD AND RETURN TO:

Messrs. Thacher Proffitt & Wood
Two World Trade Center
New York, New York 10048

Attention: James L. Gregory III

File No. 16248-00235

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THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") made as of the 8 day of August, 1996, by CENTERPOINT PROPERTIES CORPORATION, a Maryland corporation, an assignor, having its principal place of business at 401 North Michigan Avenue, Chicago, Illinois 60611 ("Borrower"), to LEHMAN BROTHERS HOLDINGS INC. D/B/A LEHMAN CAPITAL, A DIVISION OF LEHMAN BROTHERS HOLDINGS INC., a Delaware corporation, as assignee, having an address at Three World Financial Center, 200 Vesey Street, New York, New York 10285 ("Lender").

RECITALS:

Borrower by its Amended and Restated Promissory Note dated November 17, 1994 given to Lender is indebted to Lender in the principal sum of FIFTY-TWO MILLION AND 00/100 DOLLARS (\$52,000,000) in lawful money of the United States of America (together with all extensions, restatements, renewals, modifications, substitutions and amendments thereof, the "Note"), as so much may be advanced or readvanced under that certain Amended and Restated Loan Agreement dated as of November 17, 1994 between Borrower and Lender as amended by that certain First Modification of Amended and Restated Loan Agreement and Other Loan Documents dated as of the date hereof between Borrower and Lender (as the same may be further amended, modified, supplemented or restated from time to time, the "Loan Agreement") with interest from the date thereof at the rates set forth in the Loan Agreement, principal and interest to be payable in accordance with the terms and conditions provided in the Note and the Loan Agreement, and otherwise subject to all other terms and conditions contained in the Loan Agreement.

Borrower desires to secure the payment of the Debt as defined in Article 2 of the Security Instrument (defined below) and the performance of all of its obligations under the Loan Documents (as defined in the Loan Agreement) and the Other Obligations (as defined in Article 2 of the Security Instrument).

ARTICLE 1-ASSIGNMENT

Section 1.1 PROPERTY ASSIGNED. To secure the payment of the Debt as defined in Article 2 of the Security Instrument and the performance of all of its obligations under the Loan Documents (as defined in the Loan Agreement) and the Other Obligations when due, Borrower hereby absolutely and unconditionally assigns and grants to Lender the following property, rights, interests and estates, now owned, or hereafter acquired by Borrower:

(a) Leases. All existing and future leases affecting the use, enjoyment, or occupancy of all or any part of that certain lot or piece of land, more particularly described in Exhibit A annexed hereto and made a part hereof, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (collectively, the "Property") and the right, title and interest of Borrower, its successors and assigns, therein and thereunder.

(b) Other Leases and Agreements. All other leases and other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Property or any portion thereof now or hereafter made, together with any extension, renewal or replacement of

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the same, this Assignment of other present and future leases and present and future agreements being effective without further or supplemental assignment. The leases described in Subsection 1.1(a) and the leases and other agreements described in this Subsection 1.1(b), together with all other present and future leases and present and future agreements and any extension or renewal of the same are collectively referred to as the "Leases".

(c) Rents. All rents, additional rents, revenues, income, issues and profits arising from the Leases and renewals and replacements thereof and any cash or security deposited in connection therewith, together with all rents, revenues, income, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the use, enjoyment and occupancy of the Property or from any award, judgment or payment which may heretofore and hereafter be made with respect to any action or proceeding brought with respect to the Leases (collectively, the "Rents").

(d) Bankruptcy Claims. All of Borrower's claims and rights (the "Bankruptcy Claims") to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code, 11 U.S.C. §101 et seq., as the same may be amended (the "Bankruptcy Code").

(e) Lease Guaranties. All of Borrower's right, title and interest in and claims under any and all lease guaranties, letters of credit and any other credit support given by any guarantor in connection with any of the Leases (individually, a "Lease Guarantor", collectively, the "Lease Guarantors") to Borrower (individually, a "Lease Guaranty", collectively, the "Lease Guaranties").

(f) Proceeds. All proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims.

(g) Other. All rights, powers, privileges, options and other benefits of Borrower as lessor under the Leases and beneficiary under the Lease Guaranties, including without limitation the immediate and continuing right to make claim for, receive, collect and receipt for all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt or the Other Obligations), and to do all other things which Borrower or any lessor is or may become entitled to do under the Leases or the Lease Guaranties.

(h) Entry. The right, at Lender's option, upon revocation of the license granted herein and in accordance with the terms hereof and pursuant to the terms of the Security Instrument, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents.

(i) Power of Attorney. Borrower's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in Section 3.1 of this Assignment and any or all other actions designated by Lender for the proper management and preservation of the Property.

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(j) Other Rights and Agreements. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (i) above, and all amendments, modifications, replacements, renewals and substitutions thereof.

Section 1.2 **CONSIDERATION**. This Assignment is made in consideration of that certain loan made by Lender to Borrower evidenced by the Note and secured by that certain Amended and Restated Mortgage and Security Agreement given by Borrower to or for the benefit of Lender, dated the date hereof, in the principal sum of \$52,000,000, covering the Property and intended to be duly recorded (the "Security Instrument"). This Assignment and the grants, assignments and transfers made in Article 1 are given for the purpose of securing the Debt and the Other Obligations. The Loan Agreement, the Note, the Security Instrument and all and any of the documents other than this Assignment, the Note, the Loan Agreement or the Security Instrument now or hereafter executed by Borrower and/or others and by or in favor of Lender, which wholly or partially secure or guarantee payment of the Note, are referred to herein as the "Other Security Documents." Borrower's obligations for the payment of the Debt and the performance of the Other Obligations shall be referred to collectively as the "Obligations."

ARTICLE 2 - TERMS OF ASSIGNMENT

Section 2.1 **PRESENT ASSIGNMENT AND LICENSE BACK**. It is intended by Borrower that this Assignment constitutes a present, absolute assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims, and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 2.1 and Section 3.1, Lender grants to Borrower a revocable license to collect and receive the Rents and other sums due under the Lease Guaranties. Borrower shall hold the Rents and all sums received pursuant to any Lease Guaranty, or a portion thereof sufficient to discharge all current sums due on the Debt, in trust for the benefit of Lender for use in the payment of such sums.

Section 2.2 **NOTICE TO LESSEES**. Borrower hereby agrees to authorize and direct the lessees named in the Leases or any other or future lessees or occupants of the Property and all Lease Guarantors to pay over to Lender or to such other party as Lender directs all Rents and all sums due under any Lease Guaranties upon receipt from Lender of written notice to the effect that Lender is then the holder of the Security Instrument and that an Event of Default (as defined in the Loan Agreement or the Security Instrument) or a Default (as defined in the Loan Agreement) with respect to which (i) any grace period initially applicable thereto has run and (ii) Borrower has requested a waiver to or an amendment of the provision giving rise to such Default or an extension of any applicable grace period relating thereto (an "Actionable Default") exists, and to continue so to do until otherwise notified by Lender.

Section 2.3 **INCORPORATION BY REFERENCE**. All representations, warranties, covenants, conditions and agreements contained in the Security Instrument as same may be modified, renewed, substituted or extended are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

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ARTICLE 3 - REMEDIES

Section 3.1 REMEDIES OF LENDER. Upon or at any time after the occurrence of an Event of Default or an Actionable Default, the license granted to Borrower in Section 2.1 of this Assignment shall automatically be revoked, and Lender shall immediately be entitled to possession of all Rents and sums due under any Lease Guaranties, whether or not Lender enters upon or takes control of the Property. Lender shall give Borrower notice of such revocation. In addition, Lender may, at its option, without waiving such Event of Default or such Actionable Default, without notice and without regard to the adequacy of the security for the payment of the Debt or performance of the Other Obligations, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, in accordance with law, dispossess Borrower and its agents and servants from the Property, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Property on such terms and for such period of time as Lender may deem proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents and sums due under all Lease Guaranties, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Lender and may apply the Rents and sums received pursuant to any Lease Guaranties to the payment of the following in such order and proportion as Lender in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Lender may deem necessary or desirable and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Lender may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and (b) the Obligations, together with all costs and reasonable attorneys' fees. Borrower shall remain liable for any deficiency if the proceeds from any such Rents or sums received from such Lease Guaranties are insufficient to satisfy the Obligations in full. In addition, upon the occurrence of a Default, Lender, at its option, may (1) complete any construction on the Property in such manner and form as Lender deems advisable, (2) exercise all rights and powers of Borrower, including, without limitation, the right to negotiate, execute, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all sums due under any Lease Guaranties, (3) either require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in possession of Borrower or (4) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise.

Section 3.2 OTHER REMEDIES. Lender shall have the right to have all Rents paid to a Lock-Box Account (as defined in the Security Instrument) pursuant to the terms and conditions of Section 4.4 of the Security Instrument. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder

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shall be deemed to be a waiver by Lender of its rights and remedies under the Note, the Loan Agreement, the Security Instrument, the Other Security Documents or the other Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Obligations and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Borrower hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the obligations of Borrower under this Assignment, the Note, the Loan Agreement, the Security Instrument, the Other Security Documents, the other Loan Documents or otherwise with respect to the loan secured hereby in any action or proceeding brought by Lender to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Note, the Loan Agreement, the Security Instrument, or any of the Other Security Documents or the other Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of Borrower's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of Borrower's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against Lender in any separate action or proceeding).

Section 3.3 OTHER SECURITY. Lender may take or release other security for the payment of the Obligations, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Obligations without prejudice to any of its rights under this Assignment.

Section 3.4 NON-WAIVER. The exercise by Lender of the option granted it in Section 3.1 of this Assignment and the collection of the Rents and sums due under the Lease Guaranties and the application thereof as herein provided shall not be considered a waiver of any default by Borrower under the Note, the Security Instrument, the Leases, this Assignment or the Other Security Documents. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (a) the failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Security Instrument, the Note, the Loan Agreement or the Other Security Documents, (b) the release regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Note, the Loan Agreement, the Security Instrument or the Other Security Documents. Lender may resort for the payment of the Obligations to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take any action to recover the Obligations, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

Section 3.5 BANKRUPTCY. (a) Upon or at any time after the occurrence of a Default, Lender shall have the right to proceed in its own name or in the name of Borrower in

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respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Borrower a petition under the Bankruptcy Code, and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten-day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

ARTICLE 4 - NO LIABILITY, FURTHER ASSURANCES

Section 4.1 NO LIABILITY OF LENDER. This Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Property after a Default or from any other act or omission of Lender in managing the Property after a Default unless such loss is caused by the willful misconduct and bad faith of Lender. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment and Borrower shall, and hereby agrees, to indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases, any Lease Guaranties or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties. Should Lender incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment and by the Security Instrument, the Loan Agreement and the Other Security Documents and Borrower shall reimburse Lender therefor immediately upon demand and upon the failure of Borrower so to do Lender may, at its option, declare all sums secured by this Assignment and by the Security Instrument, the Loan Agreement and the Other Security Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property, including without limitation the presence of any Hazardous Substances (as defined in the Security Instrument), or for any negligence in the

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management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

Section 4.2 NO MORTGAGEE IN POSSESSION. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

Section 4.3 FURTHER ASSURANCES. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, reasonably require for the better assuring, conveying, assigning, transferring and confirming into Lender the property and rights hereby assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing/registering or recording this Assignment and, on demand, will execute and deliver one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien and security interest hereof in and upon the Leases.

ARTICLE 5 - SECONDARY MARKET

Section 5.1 TRANSFER OF LOAN. The Lender shall have the right in its sole discretion at any time during the term of the Security Instrument to sell, assign, syndicate, participate or otherwise transfer and/or dispose of all or any portion of its interest in the loan evidenced by the Note subject to the terms of the Loan Agreement.

ARTICLE 6 - MISCELLANEOUS PROVISIONS

Section 6.1 CONFLICT OF TERMS. In case of any conflict between the terms of this Assignment and the terms of the Security Instrument, the terms of the Security Instrument shall prevail.

Section 6.2 NO ORAL CHANGE. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 6.3 CERTAIN DEFINITIONS. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or interest therein," the word "Lender" shall mean "Lender and any subsequent holder of the Note and any Co-Lender (as defined in the Loan Agreement)," the word "Note" shall mean "the Note and any other evidence of indebtedness secured by the Security Instrument," the word "person"

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shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, and any other entity, the word "Property" shall include any portion of the Property and any interest therein, the phrases "attorneys' fees" and "counsel fees" shall include any and all attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 6.4 AUTHORITY. Borrower represents and warrants that it has full power and authority to execute and deliver this Assignment and the execution and delivery of this Assignment has been duly authorized and does not conflict with or constitute a default under any law, judicial order or other agreement affecting Borrower or the Property.

Section 6.5 INAPPLICABLE PROVISIONS. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

Section 6.6 DUPLICATE ORIGINALS; COUNTERPARTS. This Assignment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original. This Assignment may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Assignment. The failure of any party hereto to execute this Assignment, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

SECTION 6.7 CHOICE OF LAW. THIS ASSIGNMENT SHALL BE DEEMED TO BE A CONTRACT ENTERED INTO PURSUANT TO THE LAWS OF THE STATE OF NEW YORK AND SHALL IN ALL RESPECTS BE GOVERNED, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, PROVIDED HOWEVER, THAT WITH RESPECT TO THE CREATION, PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIEN OF THIS ASSIGNMENT, THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED SHALL APPLY.

Section 6.8 TERMINATION OF ASSIGNMENT. Upon payment in full of the Obligations and the delivery and recording of a satisfaction or discharge of the Security Instrument duly executed by Lender, this Assignment shall become and be void and of no effect.

Section 6.9 NOTICES. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged by the recipient thereof, (ii) when received at the proper address after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) when received at the proper address after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

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If to Borrower: Centerpoint Properties Corporation
401 North Michigan Avenue
Chicago, Illinois 60611
Attention: Mr. Paul Fisher
Facsimile No. (312) 456-7696

With a copy to: Coffield Ungaretti & Harris
Suite 3500
Three First National Plaza
Chicago, Illinois 60602
Attention: James B. Smith
Facsimile No. (312) 977-4405

If to Lender: Lehman Brothers Holdings Inc.
d/b/a Lehman Capital, a division of
Lehman Brothers Holdings Inc.
Three World Financial Center, 29th Floor
New York, New York 10285
Telecopier Number: (212) 528-9696
Attention: Ron Hiram

With a copy to: Lehman Brothers Holdings Inc.
d/b/a Lehman Capital, a division of
Lehman Brothers Holdings Inc.
Three World Financial Center, 7th Floor
New York, New York 10285
Telecopier Number: (212) 527-3721
Attention: Scott Kimmel and Annette Nazareth

or addressed as such party may from time to time designate by written notice to the other parties.

Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

SECTION 6.10 WAIVER OF TRIAL BY JURY. BORROWER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN EVIDENCED BY THE NOTE, THE APPLICATION FOR THE LOAN EVIDENCED BY THE NOTE, THIS ASSIGNMENT, THE NOTE, THE SECURITY INSTRUMENT OR THE OTHER SECURITY DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER, ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

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Section 6.11 SUBMISSION TO JURISDICTION. With respect to any claim or action arising hereunder, Borrower (a) irrevocably submits to the nonexclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York, New York, and appellate courts from any thereof, and (b) irrevocably waives any objection which it may have at any time to the laying on venue of any suit, action or proceeding arising out of or relating to this Assignment brought in any such court, irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

Section 6.12 LIABILITY. If Borrower consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Assignment shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

Section 6.13 HEADINGS, ETC. The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 6.14 NUMBER AND GENDER. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 6.15 SOLE DISCRETION OF LENDER. Wherever pursuant to this Assignment (a) Lender exercises any right given to it to approve or disapprove, (b) any arrangement or term is to be satisfactory to Lender, or (c) any other decision or determination is to be made by Lender, the decision of Lender to approve or disapprove, all decisions that arrangements or terms are satisfactory or not satisfactory and all other decisions and determinations made by Lender, shall be in the sole and absolute discretion of Lender and shall be final and conclusive, except as may be otherwise expressly and specifically provided herein.

Section 6.16 COSTS AND EXPENSES OF BORROWER. Wherever pursuant to this Assignment it is provided that Borrower pay any costs and expenses, such costs and expenses shall include, but not be limited to, reasonable legal fees and disbursements of Lender, whether retained firms, and the reimbursement for the out-of-pocket expenses of Lender or Lender's in-house staff.

THIS ASSIGNMENT, together with the covenants and warranties therein contained, shall inure to the benefit of Lender and any subsequent holder of the Security Instrument and shall be binding upon Borrower, its heirs, executors, administrators, successors and assigns and any subsequent owner of the Property.

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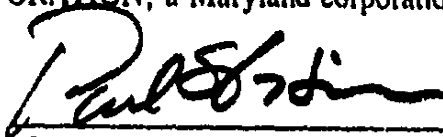
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IN WITNESS WHEREOF, Borrower has executed this instrument the day and year first above written.

CENTERPOINT PROPERTIES
CORPORATION, a Maryland corporation

By:



Name:

Title:

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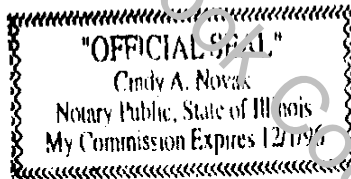
STATE OF Illinois)
) SS
COUNTY OF Peoria)

I, Cindy A. Novak, a Notary Public in and for the County and State aforesaid, do hereby certify that Paul F. Kuske, the (Vice) President of CenterPoint Properties Corporation, a Maryland corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of said corporation, appeared before me in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of August, 1996.

Cindy A. Novak
Notary Public

[NOTARIAL SEAL]



My Commission Expires: 12-1-97

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Exhibit A

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 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 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 ROAD 80 FEET WIDE, AS DEDICATED BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON DECEMBER 2, 1970 AS DOCUMENT 21332308; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF RIVER ROAD 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

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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 HEREINABOVE DESCRIBED PARALLEL LINE WHICH POINT IS 2787.54 FEET MEASURED ALONG SAID PARALLEL 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 SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK), A DISTANCE OF 367.50 FEET; THENCE SOUTHWARDLY ALONG THE ARC OF A CIRCLE 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 176.92 FEET MEASURED PERPENDICULARLY SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWESTWARDLY ALONG 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 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 LINE OF THE PROPERTY CONVEYED TO FREEWAY REALTY COMPANY, DALLAS; THENCE SOUTHEASTWARDLY ALONG SAID PARALLEL LINE, A DISTANCE 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 271.00 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 1999.00 FEET TO A POINT OF BEGINNING FOR SAID HEREINAFTER PARCEL 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 COZZENS WAREHOUSE AND DISTRIBUTORS, INC. BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON APRIL 20, 1970 AS DOCUMENT NUMBER 21144020; THENCE SOUTHWARDLY ALONG THE

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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 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 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, SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWESTWARDLY CONTINUING ALONG SAID PROPERTY LINE (WHICH IS 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 196.63 FEET MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM THE CENTER LINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWESTWARDLY, CONTINUING ALONG SAID PROPERTY LINE (WHICH IS HERE A LINE 196.63 FEET, MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM AND PARALLEL WITH THE CENTER LINE OF SAID WEST BOUND MAIN TRACK) A DISTANCE OF 52.13 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID PROPERTY CONVEYED TO COUZENS WAREHOUSE AND DISTRIBUTORS, INC. THENCE SOUTHEASTWARDLY ALONG SAID NORTHEASTERLY PROPERTY LINE (WHICH IS A LINE PERPENDICULAR 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 DEGREES 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 33 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 981.37 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 SOUTHEASTERLY 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 FEET 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 20 FEET NORTHWESTERLY OF AND MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF A 24 FOOT WIDE ASPHALT PAVEMENT; THENCE SOUTHWESTERLY ALONG A LINE 20 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 402.92 FEET, MORE OR LESS, TO A POINT 33 FEET NORTHEASTERLY 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

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NORTHEAST TO NORTHEAST, A DISTANT OF 590.17 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, 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, 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:

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 WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 341.17 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 CENTERLINE 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 181.64 FEET TO THE 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 THE 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 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 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 AS 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, 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 9, 1955 AS DOCUMENT 16285385, 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

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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 341.17 FEET TO A POINT IN THE CENTERLINE OF THE WEST BOUND MAIN TRACK OF THE ATCHAFALAYA, TOPKAWA 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 THE 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 THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 193 FEET, THE LAST DESCRIBED COURSE BEING TANGENT THERETO, A DISTANCE OF 151.98 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 THE LAST DESCRIBED COURSE, A DISTANCE OF 70.60 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 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, IN COOK COUNTY, ILLINOIS.

Street Address:

6600 River Road
Hodgkins, Illinois

Permanent Index Number: 18-22-200--018-0000

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