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Cook County Recorder

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THIS DOCUMENT PREPARED BY AND RECORDING REQUESTED BY AND WHEN RECORDED MAIL 13.

Steven R. Davidson Sonnenschein Nath & Rosentini 8000 Sears Tower Chicago, Illinois 60606

ASSIGNMENT OF LIVASES AND RENTS

Dated and effective as of October 21, 1998

between

TWO CENTURY CENTRE, L.L.C., a Delaware limited liability company as Assignor,

and

THE CAPITAL COMPANY OF AMERICA LLC, a Delaware limited liability company, as Assignee

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THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") dated and effective as of the \(\frac{\lambda_1 \cdot 1}{\lambda}\) day of October, 1998 made by TWO CENTURY CENTRE, L.L.C., a limited liability company duly organized under the laws of the State of Delaware having an office c/o Prime Group Realty Trust, 77 West Wacker Drive, Suite 3900 Chicago, Illinois 60601 ("Assignor") to THE CAPITAL COMPANY OF AMERICA LLC, a limited liability company organized under the laws of the State of Delaware, having an office at Two World Financial Center, Building B, New York, New York 10281-1198 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of fee simple title to that certain parcel of real property (the "Premises") described in Exhibit A attached hereto, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and other improvements row or hereafter located thereon (collectively, the "Property");

WHEREAS, Assignor and Assignee have entered into a certain Loan Agreement dated as of the date hereof (as amended, modified, restated, consolidated or supplemented from time to time, the "Loan Agreement") pursuant to which Assignee has agreed to make a secured mortgage loan to Assignor.

WHEREAS, pursuant to the Loan Agreement, Assignee is making a Loan to Assignor in the aggregate original principal amount of \$20,500,000.00 (the "Loan") and Assignor has executed a promissory note in the principal amount of \$20,500,000.00 (as the same may be amended, modified, restated, severed, consolidated renewed, replaced, or supplemented from time to time, the "Note"). The Note is secured by, inter alia, that certain mortgage, assignment of leases and rents, security agreement and financing statement (as amended from time to time, the "Mortgage") on the Premises and Property.

WHEREAS, it is a condition to the obligation of the Assignee to make the Loan to the Assignor pursuant to the Loan Agreement that Assignor execute and deliver this Assignment;

WHEREAS, Assignor and Assignee contemplate that Assignee's interest in and to, inter alia, the Loan, the Note and this Assignment may be assigned by Assignee to a trustee for the benefit of all holders of the Securities issued in connection with the Securitization;

WHEREAS, this Assignment is being given as additional security for the Loan; and

WHEREAS, capitalized terms used in this Assignment without definition have the respective meanings assigned to such terms in the Loan Agreement or the Mortgage as the case may be, the terms of each of which are specifically incorporated by reference herein.

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NOW, THEREFORE, for good and valuable consideration, receipt of which by the parties hereto is hereby acknowledged, and additionally for the purpose of additionally securing the Debt, Assignor hereby assigns, transfers, conveys and sets over unto the Assignee, all right, title and interest of Assignor in and to (i) all Leases (as hereinafter defined) and (ii) all Rents (as hereinafter defined);

TO HAVE AND TO HOLD the same unto the Assignee, and its successors and assigns forever, upon the terms and conditions and for the uses hereinafter set forth.

And Assignor hereby further agrees as follows:

Section 1. Definitions.

As used herein, the following terms shall have the following meanings:

- (a) "Leases" shall mean any and all leases, or, to the extent of the interest therein of Assignor, subleases or sub-subleases, lettings, licenses, concessions or other agreements (whether written or oral and whether now or hereafter in effect) pursuant to which any person is granted a possessory interest in, or right to use or occupy all or any portion of any space in the Property, and every modification, amendment or other agreement relating to such lease, sub-sublease or other agreement entered into in connection with such lease, sublease, sub-sublease, or other agreement and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto.
- (b) "Rents" shall mean all rents, rent equivalents, monies payable as damages or in lieu of rent or rent equivalents, royalties (including all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including security and utility deposits), accounts, cash, issues, profits, proceeds, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Assignor or its agents or employees from any and all sources arising from or attributable to the Property, including all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the Property and proceeds, if any, from business interruption or other loss of income insurance.

Section 2. Certain Representations, Warranties and Covenants.

Assignor represents, warrants and covenants to the Assignee that:

(a) The payment of the Rents to accrue under any Lease will not be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor except as permitted in the Mortgage. Assignor waives any rights of set off against any tenant under any Lease. Assignor agrees that it will not assign any of the Rents except to a purchaser or grantee

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of the Property permitted under the Loan Agreement or as expressly contemplated by the other Loan Documents;

- (b) Assignor has not performed, and will not perform, any acts, and has not executed, and will not execute, any instrument that would prevent Assignee from exercising its rights under this Assignment; and
- (c) Assignor hereby authorizes and directs any tenant under any of the Leases and any successor to all or any part of the interests of any such tenant to pay directly to the Collection Account Bank, in accordance with the terms of the Collection Account Agreement, the Rents due and to become due under the Leases and such authorization and direction shall be sufficient warrant to the tenant to make future payments of Rents directly to the Collection Account in accordance with the terms of the Collection Account Agreement without the necessity for further consent by the Assignor.

Section 3. Deferred Exercise of Rights.

- As part of the consideration for the indebtedness evidenced by the Note, Assignor does hereby absolutely and unconditionally assign to Assignee all right, title and interest of Assignor in and to all present and future Leases and Rents, and this Assignment constitutes a present and absolute assignment and is intended to be unconditional and not as an assignment for additional security only. It is further intended that it not be necessary for Assignee to institute legal proceedings, absent any requirements of law or regulation to the contrary, to enforce the provisions hereof. Assignor hereby authorizes Assignee or its agents to collect the aforesaid Rents in accordance with the terms of the Cash Collateral Account Agreement and hereby directs each tenant of the Property to pay such Rents directly to the Collection Account, in accordance with the terms of the Cash Collateral Account Agreement; provided, however, that prior to notice from Assignee to Assignor of an Event of Default by Assignor hereunder or under any other Loan Documents and subject at all times to the payments and deposits of Rent required to be made directly to the Collection Account pursuant to the Cash Collateral Account Agreement, Assignor shall have a license, but limited as provided in this Assignment and in any of the other Loan Documents: (i) to collect, as trustee for the benefit of Assignee, all of the Rents for not more than one monthly installment in advance, other than a prepayment of the final monthly installment of Rent under any Lease or the security deposit under any Lease, and Assignor shall cause all such Rents collected to be deposite a cirectly to the Collection Account in accordance with the terms of the Cash Collateral Account Agreement; and (ii) to otherwise deal with, and enjoy the rights of the lessor under, the Leases or in each of the foregoing cases, as otherwise permitted under the Loan Agreement and the Mortgage.
- (b) Upon the occurrence and during the continuance of an Event of Default, and without the necessity of Assignee entering upon and taking and maintaining full control of the Property in person, by agent or by court-appointed receiver, the license referred to in paragraph (a) above shall immediately be revoked and Assignee shall have the right at its option,

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to exercise all rights and remedies contained in the Loan Agreement or any of the other Loan Documents, or otherwise available at law or in equity.

(c) Any Rents held or received by Assignor at any time shall be held or received by Assignor as trustee for the benefit of Assignee only and shall promptly be deposited directly to the Collection Account in accordance with the terms of the Cash Collateral Account Agreement.

Section 4. Effect on Rights Under Other Documents.

Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Loan Agreement or any of the other Loan Documents, and his Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of the Loan Agreement or any of the other Loan Documents. The rights of Assignee under the other Loan Documents may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of reats or grant of a security interest contained in the Mortgage or in any of the other Loan Documents.

Section 5. Event of Defaur.

Upon or at any time after the occurrence and during the continuance of an Event of Default, then in addition to and without limiting any of the Assignee's rights and remedies hereunder and under the other Loan Documents and as otherwise available at law or in equity:

- (a) Assignee may, at its option, without vaiving such Event of Default and without regard to the adequacy of the security for the Debt, either in person or by agent, without bringing any action or proceeding, or by a receiver appointed by a court, without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents, including those past-due and unpaid, for application to the payment of the Debt in accordance with the terms of the Loan Agreement and Assignee may enter into, and to the extent that Assignor would have the right to do so, cancel, enforce or modify any Lease. The exercise by Assignee of the option granted it in this Section and the collection of the Pents and the application thereof as herein provided shall not be considered a waiver of any Event of Default by Assignor under the Loan Agreement or any other Loan Document;
- (b) Assignor hereby acknowledges and agrees that payment of any item by a Person to the Assignee as hereinabove provided shall constitute payment in full of such item of Rent by such Person, as fully and with the same effect as if it had been paid to Assignor; and
- (c) Assignee in respect of the Leases and Rents shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State in

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which such rights and remedies are asserted as described in Section 12(b) to the extent of such rights thereunder and additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted.

Section 6. Application of Rents and Proceeds.

After the occurrence and during the continuance of an Event of Default, rents received or held by Assignor or Assignee shall be applied in accordance with the terms of the Loan Agreement or the other Loan Documents.

Section 7. Attorney-in-Fact.

Upon the occurrence and during the continuance of any Event of Default, Assignor hereby appoints Assignee the attorney-in-fact of Assignor to take any action and execute any instruments that Assignor is obligated, or has covenanted and agreed under the Loan Agreement or the other Loan Documents to take or execute, which appointment as attorney-infact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing provisions of this Section 7, upon the occurrence and during the continuance of an Event of Default, Assignor does hereby irrevocably appoint the Assignee as its attorney-in-fact with full power, in the name and stead of Assignor to demand, collect, receive and give complete acquittance for any and all of the Rents now due or that may hereafter become due, and at the Assignee's discretion, to file any claim, to take any other action, to institute any proceeding or to make any settlement of any claim, either in its own name or in the name of Assignor or otherwise, which the Assignee may deem necessary or desirable in order to collect and enforce the payment of Rents.

Section 8. Termination.

The Assignee, by the acceptance of this Assignment, agrees that when all of the Debt shall have been paid in full this Assignment shall terminate, and the Assignee shall execute and deliver to Assignor, upon such termination such instruments of re assignment and Uniform Commercial Code termination statements, all without recourse and without any representation or warranty whatsoever, as shall be reasonably requested by Assignor.

Section 9. Expenses.

Assignor agrees to pay to the Assignee all out-of-pocket expenses (including reasonable expenses for attorneys' fees and costs of every kind) of, or incident to, the enforcement of any of the provisions of this Assignment or performance by the Assignee of any obligation of Assignor hereunder which Assignor has failed or refused to perform.

Section 10. Further Assurances.

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Assignor agrees that, from time to time upon the written request of the Assignee, it will give, execute, deliver, file and/or record any financing statements, notice, instrument, document, agreement or other papers and do such other acts and things that may be necessary and desirable (in the reasonable judgment of the Assignee) to create, preserve, perfect or validate this Assignment, to enable Assignee to exercise and enforce its rights hereunder with respect to this Assignment or to otherwise carry out the purposes and intent of this Assignment.

Section 11. No Obligation by the Assignee.

- (a) By virtue of this Assignment, the Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any of the Leases.
- (b) This Assignment shall not operate to place responsibility for the control, care, management or repair of the Property upon the Assignee, nor shall it operate to make the Assignee responsible or hable for any waste committed on the Property by any tenant or other party in possession or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control thereof.

Section 12. Miscellancous.

- (a) No failure on the part of the Assignee or any of its agents to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the Assignee or any of its agents of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.
- (b) WITH RESPECT TO MATTERS RELATING TO THE CREATION, PERFECTION AND PROCEDURES RELATING TO THE EMPORCEMENT OF THIS ASSIGNMENT, THIS ASSIGNMENT SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, EXCEPT AS EXPRESULY SET FORTH ABOVE IN THIS PARAGRAPH AND TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF ILLINOIS SHALL GOVERN ALL MATTERS RELATING TO THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS AND ALL OF THE INDEBTEDNESS OR OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. ALL PROVISIONS OF THE LOAN AGREEMENT INCORPORATED HEREIN BY REFERENCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS, AS SET FORTH IN THE GOVERNING LAW PROVISION OF THE LOAN AGREEMENT.
- (c) All rights and remedies set forth in this Assignment are cumulative, and the Assignee may recover judgment thereon, issue execution therefor, and resort to every other

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right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby; and no such right or remedy set forth in this Assignment shall be deemed exclusive of any of the remedies or rights granted to the Assignee in any of the Loan Documents. Nothing contained in this Assignment shall be deemed to limit or restrict the rights and remedies of the Assignee under the Loan Agreement or any of the other Loan Documents.

- (d) Until the indebtedness and all other obligations secured by the Loan Documents are paid in full, Assignor will, upon request, deliver from time to time to the Assignee photocopies of executed originals, certified by Assignor as true, correct and complete, of any and all existing Leases to which Assignor is a party, and photocopies of executed originals, so extified by Assignor, of all other and future Leases to which Assignor is a party upon all or any part of the Property and upon request of Assignee, will specifically transfer and assign to Assignee such other and future Leases upon the same terms and conditions as herein contained.
- (e) Assignor represents that it: (i) has been advised that Assignee engages in the business of real estate financings and other real estate transactions and investments which may be viewed as adverse to or competitive with the business of Assignor or its affiliates; (ii) is represented by competent counsel and has consulted counsel before executing this Assignment; and (iii) has relied solely on its own judgment and on its counsel and advisors in entering into the transaction(s) contemplated hereby without relying in any manner on any statements, representations or recommendations of Assignce or any parent, subsidiary or affiliate of Assignee.

Section 13. No Oral Change.

This Assignment may not be amended except by an instrument in writing signed by Assignor and Assignee.

Section 14. Successors and Assigns.

Assignor may not assign its rights under this Assignment except as permitted under the Loan Agreement. Subject to the foregoing, this Assignment shall be unding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

Section 15. Notices.

All notices, requests and other communications provided for herein shall be given or made in writing in the manner specified in the Loan Agreement.

Section 16. <u>Exculpation</u>. The liability of Assignor hereunder is limited as and to the extent set forth in Section 9.4 of the Loan Agreement.

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Section 17. <u>Conflict</u>. In the event of any conflict between this Assignment and the Mortgage, the provisions of the Mortgage shall control.

[signatures contained on following page]

Property of County Clark's Office

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IN WITNESS WHEREOF, this Assignment has been duly executed by the Assignor as of the day and year first above written.

TWO CENTURY CENTRE, L.L.C.

By: Prime Group Realty, L.P., a Delaware limited partnership, as Administrative Member

Property of County Clark's Office Prime Group Realty Trust, a Maryland real estate investment trust, as managing general

Senior Vice President

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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Louis Conforti, known to me to be the Senior Vice President of Prime Group Realty Trust, a Maryland real estate investment trust, the managing general partner of Prime Group Realty, L.P., a Delaware limited partnership, the Administrative Member of Two Century Centre, L.L.C., the limited liability company that executed the foregoing instrument on behalf or said real estate investment trust, as managing general partner of such limited partnership, as managing general partner of such limited liability company, and acknowledged to me that he executed the same in such capacity and that such limited liability company executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 218 day of October, 1998.

My commission expires:

OFFICIAL SEAL
MARY CHRISTINE GRAFF
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4-11-99

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOT 2 IN WOODFIELD VILLAGE GREEN WOODFIELD - 76 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 26, 1993 AS DOCUMENT 93580462, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID LOT 2, SAID POINT BEING ALSO THE SOUTHWEST CORNER OF LOT 1 IN CENTURY CENTRE SUBDIVISION, RECORDED NOVEMBER 14, 1984 AS DOCUMENT 27336946; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 2, SAID LINE BEING A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 328.50 FEET, AN ARC DISTANCE OF 24.91 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 24.91 FEET AND BEARING OF NORTH 88 DEGREES 14 MINUTES 37 SECONDS WEST, SAID LINE BEING ALSO THE NORTH LINE OF RIGHT OF WAY DEDICATED FOR CENTRAL PARK BOULEVARD PER PLAT OF SAID WOODFIELD VILLAGE GREEN WOODFIELD - 76 SUBDIVISION, THENCE SOUTH 59 DEGREES 35 MINUTES 01 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 2 AND SAID NORTH LINE OF CENTRAL PARK BOULEVARD, A DISTANCE OF 45.11 FEET TO A CORNER OF SAID LOT 2; THENCE NORTH 0 DEGREES 24 MINUTES 59 SECONDS WEST ALONG THE EAST LINE OF SAID CENTRAL PAPK BOULEVARD AND THE WEST LINE OF SAID LOT 2, A DISTANCE OF 319.92 FEFT TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 700.00 FEET, AN ARC DISTANCE OF 129.09 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 128.91 FEET AND A BEARING OF NORTH 6: DEGREES 52 MINUTES 01 SECONDS EAST; THENCE NORTH 10 DEGREES 03 MINUTES 00 SECONDS EAST 317.01 FEET TO THE EAST LINE OF LOT 2 IN SAID WOODFIELD VILLAGE GREEN WOODFIELD - 76 SUBDIVISION, RFING ALSO THE WEST LINE OF SAID LOT 1 IN CENTURY CENTRE SUBDIVISION: THENCE SOUTH 0 DEGREES 24 MINUTES 59 SECONDS EAST ALONG SAID EAST LINE OF LOT 2 AND SAID WEST LINE OF LOT 1, A DISTANCE OF 760.86 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 1 IN CENTURY CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 1984 AS DOCUMENT 27336946, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ALSO A CORNER OF LOT 2 IN WOODFIELD VILLAGE GREEN WOODFIELD - 76 SUBDIVISION RECORDED JULY 26, 1993 AS DOCUMENT 93580462; THENCE

NORTH 89 DEGREES 17 MINUTES 50 SECONDS EAST (NORTH 89 DEGREES 35 MINUTES 01 SECONDS EAST MEASURED) ALONG THE NORTH LINE OF SAID LOT 1, SAID LINE BEING ALSO THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 62.87 FEET, THENCE SOUTHERLY ALONG A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 350.00 FEET, AN ARC DISTANCE OF 157.31 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 155.99 FEET AND A BEARING OF SOUTH 22 DEGREES 44 MINUTES 22 SECONDS WEST (SOUTH 23 DEGREES 01 MINUTES 33 SECONDS WEST MEASURED); THENCE SOUTH 09 DEGREES 51 MINUTES 49 SECONDS WEST (SOUTH 10 DEGREES 09 MINUTES 00 SECONDS WEST MEASURED) 4.43 FEET TO THE WEST DEGREES 42 MINUTES 10 SECONDS WEST (NORTH 00 DEGREES 24 MINUTES 59 SECONDS WEST MEASURED) ALONG SAID WEST LINE OF LOT 1 AND SAID EAST LINE OF LOT 2, A DISTANCE OF 147.7 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 3 IN CENTURY CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 1984 AS DOCUMENT 27336946.

PARCEL 4:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 2 AS CREATED BY EASEMENT AGREEMENT RECORDED AS DOCUMENT NUMBER 94008472 FOR THE CONSTRUCTION, REPAIR, MAINTENANCE AND REPLACEMENT OF ROADWAYS AND FOR THE USF THEREOF FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS IN AND TO AREA AS SHOWN ON EXHIBIT 'C' AND EXHIBIT 'D1' ATTACHED TO DOCUMENT 94008472.

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PERMANENT INDEX NUMBERS: 07-12-400-013-0000 AFFECTS PARCEL 2 & CP: 07-12-400-015-0000 AFFECTS PARCEL 3; 07-12-400-031-0000, AFFECTS PARCEL 1 AND OTHER PROPERTY NOT NOW IN QUESTION.