

K-47801  
ASSIGNMENT OF LEASES,  
RENTS AND SECURITY DEPOSITS

from

LXP I, L.P. and LXP II, L.P.,  
as Assignor

to

LEXINGTON MORTGAGE COMPANY and  
PACIFIC MUTUAL LIFE INSURANCE COMPANY,  
as Assignee

Dated as of May 19, 1995

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Prepared and drafted by and  
after recording, return to:

Martha Feltenstein, Esq.  
Skadden, Arps, Slate, Meagher & Flom  
919 Third Avenue  
New York, New York 10022

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Maximum principal indebtedness for Tennessee recording tax  
purposes is \$0.-

THIS INSTRUMENT SECURES FUTURE ADVANCES AND IS FOR COMMERCIAL PURPOSES.

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# ASSIGNMENT OF LEASES, RENTS AND SECURITY DEPOSITS

THIS ASSIGNMENT OF LEASES, RENTS AND SECURITY DEPOSITS (herein, together with all amendments and supplements thereto, this "Assignment"), dated as of this 19th day of May, 1995, by and among LXP I, L.P. and LXP II, L.P., each a Delaware limited partnership, having an address c/o Lexington Corporate Properties, Inc., 355 Lexington Avenue, New York, New York 10017, as assignors (each an "Assignor" and collectively, "Assignor") and LEXINGTON MORTGAGE COMPANY, a Virginia corporation ("Lexington"), having an address at 8614 Westwood Center Drive, Suite 620, Vienna, Virginia 22182, and PACIFIC MUTUAL LIFE INSURANCE COMPANY, a California corporation ("Pacific Mutual"), having an address at 700 Newport Center Drive, Newport Beach, California 92660, as assignees (Lexington and Pacific Mutual, together with their successors and assigns, collectively, "Assignee").

## W I T N E S S E T H :

WHEREAS, simultaneously herewith, Assignee has agreed to make a loan to Assignor in the aggregate principal amount of Seventy Million One Thousand Dollars (\$70,001,000) (the "Loan") evidenced by four mortgage notes (the "Notes") and secured by the Indenture of Mortgage, Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Leases, Rents Security Deposits, dated as of even date herewith, from Assignor to Assignee (the "Mortgage");

WHEREAS, as a condition to making the Loan, Assignee has required that Assignor enter into this Assignment for the benefit of Assignee.

NOW, THEREFORE, Assignor, in consideration of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer and set over unto Assignee, subject to the terms hereof, all of the right, title and interest of Assignor in and to all of those certain leases now or hereafter affecting all or a portion of the real property more particularly described on Exhibits A-1 - A-15 hereto (the "Properties"), together with all rents, security deposits, income and

profits arising from said leases, all modifications, renewals and extensions thereof and any guarantees of the lessee's obligations under said leases (each of said leases and all such guarantees, modifications, renewals and extensions relating thereto being individually referred to as a "Lease" and collectively referred to as the "Leases").

THIS ASSIGNMENT is an absolute, present and irrevocable assignment and is made for the purpose of securing:

A. The payment of all sums and indebtedness now or hereafter due and payable under the Notes.

B. Payment of all sums with interest thereon becoming due and payable to Assignee under this Assignment, the Mortgage or the other Loan Documents.

C. The performance and discharge of each and every obligation, covenant, representation, warranty and agreement of Assignor under this Assignment, the Notes, the Mortgage, the Cash Collateral Agreement and any other Loan Document.

ASSIGNOR hereby covenants and warrants to Assignee that Assignor has not executed any prior assignment of the Leases or the Rents outstanding as of the date hereof except for the Mortgage, nor has Assignor performed any act or executed any other instrument which might prevent Assignee from exercising its rights under any of the terms and conditions of this Assignment or which would limit Assignee in such exercise; and Assignor further covenants and warrants to Assignee that Assignor has not executed or granted any modification whatsoever of any Lease which individually or in the aggregate is likely to result in a material adverse effect on the value of any individual Property other than any amendment heretofore delivered to Assignee, and that the Leases are in full force and effect and Assignor has neither given to nor received any written notice of default from any Tenant which remains uncured (which individually or in the aggregate might have a material adverse effect on the value of any individual Property) and to the Assignor's knowledge, no events or circumstances exist which with or without the giving of notice, the passage of time or both may constitute a default under any of the Leases which

individually or in the aggregate is likely to result in a material adverse effect on the value of any individual Property.

ASSIGNOR further covenants with Assignee: (i) to observe and perform all material obligations imposed upon the lessor under the Leases and, except as permitted under the Mortgage, not to do or permit to be done anything which individually or in the aggregate is likely to result in a material adverse effect on the value of the Properties; (ii) not to collect any of the Rents (exclusive of security deposits) more than thirty (30) days in advance of the time when the same shall become due, not to execute any other assignment of lessor's interest in the Leases or assignment of Rents arising or accruing from the Leases or otherwise with respect to the Properties except for the Mortgage; none of the foregoing shall be done or suffered to be done without in each instance obtaining the prior written consent of Assignee (except to the extent such consent is not required pursuant to the terms of the Mortgage), and any of such acts done without the prior written consent of Assignee shall be null and void; and (iii) to execute and deliver, at the request of Assignee, all such further assurances and assignments with respect to the Leases and Rents assigned herein as Assignee shall from time to time reasonably require to implement the terms of this Assignment; provided, however, that no such further assurances and assignments shall increase Assignor's obligations under this Assignment.

THIS ASSIGNMENT is made on the following terms, covenants and conditions:

1. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Mortgage.
2. Prior to the occurrence and continuance of an Event of Default, Assignor shall have the right to collect, in accordance with the terms hereof but subject to the provisions of the Cash Collateral Agreement, all Rents and to retain, use and enjoy the same.
3. At any time after the occurrence and continuance of an Event of Default, Assignee, without in any way waiving such Event of Default, at its option, upon

notice and without regard to the adequacy of the security for the said principal sum, interest and indebtedness secured hereby and by the Mortgage, either in person or by agent, upon bringing any action or proceeding, or by a receiver appointed by a court, may enter upon and take possession of the premises described in the Leases and/or the Mortgage and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem proper. Assignee, either with or without taking possession of said premises in its own name, may demand, sue for or otherwise collect and receive all Rents, including any Rents past due and unpaid, and to apply such Rents to the payment of: (a) all reasonable expenses of managing the Trust Estate, including, without limitation, the reasonable salaries, fees and wages of any managing agent and such other employees as Assignee may reasonably deem necessary and all reasonable expenses of operating and maintaining the Trust Estate, including, without limitation, all taxes, charges, claims, assessments, water rents, sewer rents and any other liens, and premiums for all insurance which are due and payable and the cost of all alterations, renovations, repairs or replacements, and all reasonable expenses incident to taking and retaining possession of the Trust Estate; and (b) the principal sum, interest and indebtedness secured hereby and by the Mortgage, together with all reasonable costs and reasonable attorneys' fees, actually incurred in such order of priority as Assignee may elect in its sole discretion. The exercise by Assignee of the option granted it in this Section 3 and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any Event of Default under the Notes, the Mortgage or under the Leases or this Assignment. Assignor agrees that the exercise by Assignee of one or more of its rights and remedies hereunder shall in no way be deemed or construed to make Assignee a mortgagee in possession unless and until such time as Assignee takes actual possession of any Property.

4. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the premises or any portion thereof or any other act or omission of Assignee either in collecting the Rents or, if Assignee shall have taken possession of the premises described in the Leases and/or the Mortgage, in managing such premises after any such Event of Default unless such loss is caused by the negligence or willful

misconduct of Assignee. Assignee shall not be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability under any Lease or under or by reason of this Assignment, and Assignor shall, and does hereby agree to, indemnify Assignee for, and to hold Assignee harmless prior to the time that Assignee or any Affiliate, nominee or designee of Assignee becomes a mortgagee in possession or fee owner of any Property or otherwise takes possession of any Property following an Event of Default from, any and all liability, loss or damage which may or might be incurred under said Leases or under or by reason of this Assignment and the exercise of its remedies hereunder and under the other Loan Documents and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases. Should Assignee incur any such liability under said Leases or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including reasonable costs and expenses and reasonable attorneys' fees actually incurred, shall be secured hereby, and Assignor shall reimburse Assignee therefor immediately upon demand, and upon the failure of Assignor to do so Assignee may, at its option, exercise Assignee's remedies under the Mortgage as the same relates to the Trust Estate. It is further understood that unless and until Assignee or its Affiliate, nominee or designee shall become a mortgagee in possession or the fee owner of the Properties or otherwise takes possession or control of any Property following an Event of Default, this Assignment shall not operate to place responsibility for the control, care, management or repair of said premises upon Assignee, nor for the carrying out of any of the terms and conditions of any Lease; nor shall it operate to make Assignee responsible or liable for any waste committed on the Properties by the tenants or any other parties, or for any dangerous or defective condition of the premises, or for any negligence in the management, upkeep, repair or control of said premises resulting in loss or injury or death to any tenant, licensee, employee or stranger other than any of the foregoing arising from the gross negligence or willful misconduct of Assignee, its employees, officers, agents or representatives.

5. Upon payment in full of the principal sum, interest and indebtedness secured hereby and by the Mortgage, this Assignment shall become and be void and of no effect, but the affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee showing any part of said principal, interest or indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person may, and is hereby authorized to, rely thereon. Assignor hereby authorizes and directs the lessees named in the Leases or any other or future lessee or occupant of the premises described therein or in the Mortgage, upon receipt from Assignee of written notice to the effect that Assignee is then the holder of the Mortgage and that an Event of Default exists thereunder or under any other Loan Document to pay over to Assignee all Rents and to continue so to do until otherwise notified by Assignee. Notwithstanding anything to the contrary contained herein, to the extent all or a portion of any Property is released from the lien of the Mortgage pursuant to Section 6, 38 or 45 thereof, Leases covering such portion of the applicable Property shall be released from this Assignment and Assignee shall execute and deliver to the owner of the applicable Property a written release hereof in recordable form.

6. Assignee may take or release other security for the payment of said principal sum, interest and indebtedness, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of such principal sum, interest or indebtedness without prejudice to any of its rights under this Assignment.

7. Each Assignor agrees that it will, after an Event of Default and the acceleration of indebtedness evidenced by the Notes, at the request therefor by Assignee, deliver to Assignee certified copies of each and every Lease then affecting all or any part of the Properties, together with assignments thereof. Such assignments shall be on forms reasonably approved by Assignee or its designee, and each Assignor agrees to pay all reasonable costs reasonably incurred in connection with the execution and recording of such assignments or any other related documents, including, without limitation, reasonable fees of Assignee's local counsel.

8. Wherever used herein, the singular (including, without limitation, the term "Lease") shall include the plural, and the use of any gender shall apply to all genders.

9. 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 any of Assignee's rights and remedies under the Notes, the Mortgage, the Cash Collateral Agreement or any other Loan Document. This Assignment is made and accepted without prejudice to any of such rights and remedies possessed by Assignee to collect the principal sum, interest and indebtedness secured hereby and to enforce any other security therefor held by it, and said rights and remedies may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

10. All notices, consents, approvals and requests required or permitted hereunder shall be given in accordance with the terms of Section 26 of the Mortgage.

11. No consent by either Assignor shall be required for any assignment or reassignment of the rights of Assignee under this Assignment to any purchaser of the Loan or any interest in or portion of the Loan.

12. This Assignment was negotiated in New York, and made by Assignor and accepted by Assignee in the State of New York, and the proceeds of the Notes delivered pursuant thereto were disbursed from New York, which State the parties agree has a substantial relationship to the parties and to the underlying transaction embodied hereby, and in all respects, including, without limiting the generality of the foregoing, matters of construction, validity and performance. This Assignment and the obligations arising hereunder shall be governed by and construed in accordance with, the laws of the State of New York applicable to contracts made and performed in the State of New York and any applicable laws of the United States of America except that at all times the provisions for the creation, perfection and enforcement of the Liens and security interest created pursuant to this Assignment with respect to any Property and pursuant to the Mortgage shall be governed by the laws of the State in which such Property is located. Whenever



possible, each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by, or invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Assignment. Nothing contained in this Assignment or in any Loan Document shall require either Assignor to pay or Assignee to accept any sum in any amount which would, under applicable law, subject Assignee, any Trustee or any Holder to penalty or adversely affect the enforceability of this Assignment. In the event that the payment of any sum due hereunder or under any Loan Document would have such result under applicable law, then, *ipso facto*, the obligation of Assignor to make such payments shall be reduced to the highest sum then permitted under applicable law and appropriate adjustment shall be made by Assignor and Assignee.

13. Recourse with respect to any claim arising under or in connection with this Assignment by Assignee shall be limited to the same extent as is provided in Section 33 of the Mortgage with respect to claims against Assignor and the other parties named therein by Assignee and the terms, covenants and conditions of Section 33 of the Mortgage are hereby incorporated by reference as if fully set forth herein.

14. In the event that any provisions of this Assignment and the Mortgage conflict, the provisions of the Mortgage shall control.

15. Each Assignor hereby waives and shall waive trial by jury, to the extent permitted by law, in any action or proceeding brought by, or counterclaim asserted by Assignee which action proceeding or counterclaim arises out of or is connected with this Assignment, the Notes or any other Loan Document.

16. This Assignment may be executed in any number of counterparts.

17. The parties hereto hereby acknowledge that the rights of Assignee are simultaneously herewith being assigned to LXP Funding Corp., which is assigning the same to LaSalle National Bank, as trustee under the Trust

and Servicing Agreement and who shall thereafter be deemed to be "Assignee" for the purposes of this Assignment. In addition, the parties hereby acknowledge that Agent shall be entitled to rely on, and shall follow, any instructions from Pacific Mutual Insurance Company, as Servicer on behalf of Assignee unless Agent has received instructions to the contrary from Assignee.

18. No Trustee (as defined in the Trust and Servicing Agreement) shall have any personal liability, directly or indirectly, under or in connection with this Assignment, or any of the other documents evidencing or securing the obligations this Assignment is intended to secure or any amendment or amendments hereto made at any time or times, heretofore or hereafter, any liability being limited to the Trust Estate (as defined in the Trust and Servicing Agreement) and each Assignor hereby forever and irrevocably waives and releases any and all such personal liability. In addition, no Trustee shall have at any time or times hereafter any personal liability, directly or indirectly, under or in connection with or secured by any agreement, lease, instrument, encumbrance, claim or right affecting or relating to the Properties or to which the Properties are now or hereafter subject. The limitation of liability provided in this Section 18 (i) is in addition to, and not in limitation of, any liability applicable to Assignee provided by law or by any other contract, agreement or instrument, and (ii) shall not apply to any Trustee's negligence or willful misconduct.

IN WITNESS WHEREOF, each Assignor has duly executed this Assignment on the date first hereinabove written.

## ASSIGNOR:

Signed and acknowledged in the presence of:

Print Name: Robert L. Boyd

Print Name: Evan J. Dwyer

LXP I, L.P., a Delaware limited partnership

By: LXP I, Inc., a Delaware corporation, its general partner

By: [Signature]

By: [Signature]  
Name: T. Wilson Eglun  
Title: Vice President

Signed and acknowledged in the presence of:

Print Name: Robert L. Boyd

Print Name: Evan J. Dwyer

LXP II, L.P., a Delaware limited partnership

By: LXP II, Inc., a Delaware corporation, its general partner

By: [Signature]

By: [Signature]  
Name: T. Wilson Eglun  
Title: Vice President

## ASSIGNEE:

Signed and acknowledged in the presence of:

Print Name: Robert L. Boyd

Print Name: Evan J. Dwyer

LEXINGTON MORTGAGE COMPANY, a Virginia corporation

By: [Signature]  
Name: Frank Warfield  
Title: Senior VP

Signed and acknowledged in  
the presence of:

C. DeFrenzo  
Print Name: C. DeFrenzo  
B. Chirichigno  
Print Name: B. Chirichigno

PACIFIC MUTUAL LIFE INSURANCE  
COMPANY, a California corpora-  
tion

By: M.A. Curran  
Name: M.A. Curran  
Title: Vice President

Signed and acknowledged in  
the presence of:

C. DeFrenzo  
Print Name: C. DeFrenzo  
B. Chirichigno  
Print Name: B. Chirichigno

By: C.S. Dillion  
Name: C.S. Dillion  
Title: Assistant Secretary

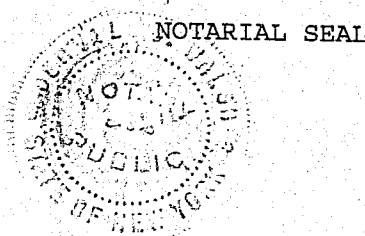
(LXP I)

STATE OF NEW YORK                    )  
   ) ss.  
 COUNTY OF NEW YORK                )

On this 19th day of May, 1995, before me, the undersigned Notary Public in and for said County and State appeared T. Wilson Eglin, personally known to me and, upon oath, did depose and say that he resides at 355 Lexington Avenue, New York, New York, that he is the Vice President of LXP I, INC., a Delaware corporation (the "Corporation"), the general partner of LXP I, L.P., a Delaware limited partnership, and that as such officer, being duly authorized to do so pursuant to its by-laws or a resolution of its board of directors, executed and acknowledged the foregoing instrument on behalf of the Corporation for the purposes therein contained, by signing the name of the Corporation on behalf of the Corporation by himself as such officer as his free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Derval C. Walsh*  
 Notary Public



My Commission Expires:

4/25/96

DERVAL C. WALSH  
 Notary Public, State of New York  
 No. 31-4926199  
 Qualified in New York County  
 Commission Expires April 25, 1996

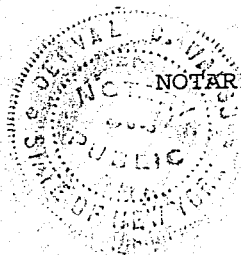
(LXP II)

STATE OF NEW YORK                    )  
   ) ss.  
 COUNTY OF NEW YORK                )

On this 19th day of May, 1995, before me, the undersigned Notary Public in and for said County and State, personally appeared T. Wilson Eglin, personally known to me and, upon oath, did depose and say that he resides at 355 Lexington Avenue, New York, New York, that he is the Vice President of LXP II, INC., a Delaware corporation (the "Corporation"), the general partner of LXP II, L.P., a Delaware limited partnership, and that as such officer, being duly authorized to do so pursuant to its by-laws or a resolution of its board of directors, executed and acknowledged the foregoing instrument on behalf of the Corporation for the purposes therein contained, by signing the name of the Corporation on behalf of the Corporation by himself as such officer as his free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
 Notary Public



My Commission Expires:

4/25/96

DERVAL C. WALSH  
 Notary Public, State of New York  
 No. 31-4926199  
 Qualified in New York County  
 Commission Expires April 25, 1996

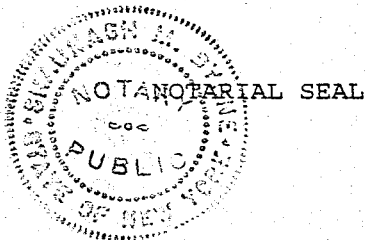
(LEXINGTON MORTGAGE  
COMPANY)

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NEW YORK )

On this 18<sup>th</sup> day of May, 1995, before me, the undersigned officer, personally appeared Frank Warfield, personally known to me and, upon oath, did depose and say that he resides at 9628 Blincoe Court, Burke, VA, that he is the Senior VP of LEXINGTON MORTGAGE COMPANY, a Virginia corporation (the "Corporation"), and that as such officer, being duly authorized to do so pursuant to its by-laws or a resolution of its board of directors, executed and acknowledged the foregoing instrument on behalf of the Corporation for the purposes therein contained, by signing the name of the Corporation by himself as such officer as his free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Shaunagh M. Byrne  
Notary Public  
State of New York



My Commission Expires:

SHAUNAGH M. BYRNE  
Notary Public, State of New York  
No. 01DY5028238  
Qualified in New York County  
Commission Expires May 23, 1996

(PACIFIC MUTUAL LIFE  
INSURANCE COMPANY)

STATE OF California )  
 ) ss.  
COUNTY OF Orange )

On this 17th day of May, 1995, before me, the undersigned officer, personally appeared M.A. Curran and C.S. Dillion, personally known to me and, upon oath, did depose and say that they reside at 700 Newport Center Drive, Newport Beach, CA 92660, respectively, and that they are the Vice President and Assistant Secretary, respectively, of PACIFIC MUTUAL LIFE INSURANCE COMPANY, a California corporation (the "Corporation"), and that as such officers, being duly authorized to do so pursuant to its by-laws or a resolution of its board of directors, executed and acknowledged the foregoing instrument on behalf of the Corporation for the purposes therein contained, by signing the name of the Corporation by themselves as such officers as their free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Denise M. Kelly  
Notary Public  
State of California

NOTARIAL SEAL

My Commission Expires:

10/3/97

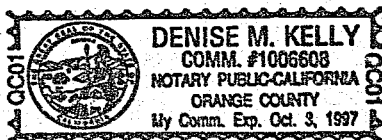




EXHIBIT A

## LEGAL DESCRIPTION OF PROPERTIES

ADDRESS: 567 S. Riverside Drive  
Modesto, California  
COUNTY: Stanislaus County  
ASSESS. PARCEL #: 080-012/036-06-53-660

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being:

PARCEL NO. 1:

ALL THAT PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 9 EAST, MOUNT DIABLO BASE AND MERIDIAN; MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST ONE QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 9 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE NORTH 89 DEGREES 52' 56" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER A DISTANCE OF 20.40 FEET; THENCE NORTH 0 DEGREES 30' 48" WEST A DISTANCE OF 50.00 FEET TO A POINT ON THE WESTERLY LINE OF AN 80 FOOT COUNTY ROAD KNOWN AS RIVERSIDE DRIVE AND ALSO ON THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE MODESTO IRRIGATION DISTRICT BY DEED RECORDED MAY 29, 1964 IN VOLUME 1950 OF OFFICIAL RECORDS, AT PAGE 472, AS INSTRUMENT NO. 21220, AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89 DEGREES 52' 56" WEST ALONG THE NORTHERLY LINE OF THAT SAID PARCEL CONVEYED TO THE MODESTO IRRIGATION DISTRICT A DISTANCE OF 361.12 FEET; THENCE NORTH 0 DEGREES 29' WEST A DISTANCE OF 618.66 FEET; THENCE NORTH 89 DEGREES 29' 12" EAST A DISTANCE OF 360.77 FEET TO A POINT ON THE WESTERLY LINE OF AN 80 FOOT COUNTY ROAD KNOWN AS RIVERSIDE DRIVE; THENCE SOUTH 0 DEGREES 30' 48" EAST ALONG THE WESTERLY LINE OF SAID COUNTY ROAD A DISTANCE OF 622.64 FEET TO THE POINT OF BEGINNING.

(continued on next page)

ADDRESS: 567 S. Riverside Drive  
Modesto, California  
COUNTY: Stanislaus County  
ASSESS. PARCEL #: 080-012/036-06-53-660

(continued from previous page)

PARCEL NO. 2:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN AND BEING A PORTION OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 9 EAST, MOUNT DIABLO MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERIOR ONE-QUARTER CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 9 EAST, MOUNT DIABLO MERIDIAN; THENCE NORTH 89 DEGREES 52' 56" WEST, A DISTANCE OF 20.40 FOOT TO THE WESTERLY LINE OF A ROAD KNOWN AS RIVERSIDE DRIVE; THENCE NORTH 0 DEGREES 30' 48" WEST ALONG THE WESTERLY LINE OF SAID RIVERSIDE DRIVE, A DISTANCE OF 672.64 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 0 DEGREES 30' 48" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 80.00 FEET; THENCE SOUTH 89 DEGREES 29' 12" WEST A DISTANCE OF 360.73 FEET TO THE EASTERLY RIGHT OF WAY OF THE MODESTO AND EMPIRE TRACTION COMPANY; THENCE SOUTH 0 DEGREES 29' 00" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 80.00 FEET; THENCE NORTH 89 DEGREES 29' 12" EAST, A DISTANCE OF 360.77 FEET TO THE POINT OF BEGINNING.  
APN: 80-012/36-06-53-660

ADDRESS: 8311 and 8333 Central Avenue  
Newark, California  
COUNTY Alameda County  
ASSESS. PARCEL #: 092-0116-048  
092-0116-049

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being:

PARCEL ONE:

Parcels 1 and 2 of Parcel map 4136, City of Newark, filed November 3, 1983, Map Book 141, Page 47, Alameda County Records.

Excepting therefrom, the rights reserved in the Deed from Leonard F. Landis, et al, recorded January 6, 1981, Series No. 81-001678, as "that portion thereof lying below a depth of 500 feet, measured vertically, from the contour of the surface of the property, including, but not limited to, all oil, gas, casinghead gas, other hydrocarbon, geothermal and mineral substances lying below said depth; provided, however, grantor and grantor's successors and assigns shall not have the right for any purpose whatsoever to enter upon, into or through any surface of the property or any parts thereof lying between said surface and five hundred (500) feet below said surface, and grantor, grantor's successors and assigns shall have no right to disturb in any way the surface of the property without grantee's permission which may be withheld by grantee at grantee's sole discretion."

PARCEL TWO:

A non-exclusive easement for the purpose of parking motor vehicles over the following described parcel:

A portion of Parcel 13 of Parcel Map No. 3834, filed February 4, 1983, in Book 137 of Maps, at Pages 58 and 59, Alameda County Records, further described as follows:

Beginning at the most Northerly corner of the aforementioned Parcel 13; thence South 22° 39' 08" East, along the Northeasterly line of said Parcel 13, 194.00 feet; thence leaving said line, at right angles to said line, South 67° 20' 52" West, 114.66 feet to the general Northwesterly line of said Parcel 13; thence along said line the following four courses; North 67° 25' 12" East, 136.72 feet; North 22° 39' 19" West, 30.76 feet; North 22° 23' 20" East, 69.60 feet; and North 67° 25' 12" East, 331.02 feet to the point of beginning.

(continued on next page)

ADDRESS: 8311 and 8333 Central Avenue  
 Newark, California  
COUNTY Alameda County  
ASSESS. PARCEL #: 092-0116-048  
 092-0116-049

(continued from previous page)

**PARCEL THREE:**

A non-exclusive easement for the purpose of parking and vehicular and pedestrian traffic as created in that certain document recorded October 5, 1989, Series No. 89-273604, Official Records over the following described parcel:

All that certain real property situated in the City of Newark, County of Alameda, State of California, described as follows:

A portion of Parcel 13 as said parcel is shown on Parcel Map No. 3834, filed February 4, 1983, in Book 137 of Maps, at Pages 58 and 59, Alameda County Records, further described as follows:

Beginning at a point on the Easterly line of said Parcel 13, distant thereon South 22° 39' 08" East, 194.00 feet from the Northeast corner thereof; thence leaving said Easterly line South 67° 20' 52" West, 517.00 feet; thence North 22° 39' 08" West, 114.66 feet to the general Northerly line of said Parcel 13; thence along said general Northerly line South 67° 25' 12" West, 133.68 feet to the Westerly line of said Parcel 13; thence along said Westerly line South 22° 39' 00" East, 374.20 feet to the Northerly line of Cabot Court as said Court is shown on said Map (P.M. No. 3834); thence along said Northerly line, North 67° 21' 00" East, 15.96 feet; thence continuing along said Northerly line, Easterly along the arc of a 53.00 foot radius, tangent curve to the right, through a central angle of 58° 25' 12", an arc distance of 54.04 feet to the general Southerly line of said Parcel 13; thence leaving said Northerly line, along said general Southerly line, North 35° 46' 12" East, 65.13 feet to an angle point therein; thence continuing along said general Southerly line North 67° 21' 00" East 18.91 feet; thence leaving said line North 22° 35' 38" West, 186.78 feet; thence North 67° 23' 06" East, 514.99 feet to the aforementioned Easterly line of said Parcel 13; thence along said Easterly line North 22° 39' 08" West, 64.06 feet to the point of beginning.

ADDRESS: 7272 55th Street  
Sacramento, California  
COUNTY: Sacramento County  
ASSESS. PARCEL #: 050-0010-054-000

ALL of that certain lot, piece or parcel of  
land, with the buildings and improvements thereon, situ-  
ate, lying and being:

THAT CERTAIN REAL PROPERTY SITUATED IN THE STATE OF  
CALIFORNIA, COUNTY OF SACRAMENTO, UNINCORPORATED AREA,  
DESCRIBED AS FOLLOWS:

PARCEL 2, AS SHOWN AND DESIGNATED ON THAT CERTAIN PARCEL MAP  
ENTITLED "A PORTION OF THAT PARCEL MAP FILED IN BOOK 66 OF  
MAPS, NO. 6, SACRAMENTO COUNTY, M.D.B.&M.", FILED FOR RECORD  
IN THE OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY ON  
DECEMBER 24, 1986, IN BOOK 97 OF PARCEL MAPS, PAGE 27.

ADDRESS: 5917 South LaGrange Road  
Countryside, Illinois  
COUNTY: Cook County  
P.I.N.: 18-16-400-025

ALL of that certain lot, piece or parcel of  
land, with the buildings and improvements thereon, situate,  
lying and being:

PARCEL 1:

THE SOUTH 173.37 FEET OF THE WEST 778.00 FEET (EXCEPT THE WEST 33.00 FEET THEREOF) OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THE NORTH 10.00 ACRES (EXCEPT THE EAST 1.46 FEET THEREOF) OF THE WEST 27.00 ACRES NORTH OF THE ROAD (EXCEPT THE NORTH 40.00 FEET THEREOF TAKEN FOR STREET PURPOSES) OF LOT 10 IN SCHOOL TRUSTEES' SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT AND RIGHT OF USE APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS CREATED BY DECLARATION OF EASEMENTS AND COVENANTS - PARKING DATED JUNE 9, 1986 AND RECORDED AUGUST 12, 1986 AS DOCUMENT 86349487, AS AMENDED BY INSTRUMENT DATED MAY 13, 1987 AND RECORDED JULY 13, 1987 AS DOCUMENT NO. 87385531, MADE BY HDA MOTORS, INC., A CORPORATION OF ILLINOIS, GRANTOR AND CHICAGO HEALTH CLUBS, INC., A CORPORATION OF ILLINOIS, FOR INGRESS AND EGRESS, PARKING, IN, TO, OVER, UPON AND THROUGH THE FOLLOWING DESCRIBED LAND:

THE SOUTH 186.87 FEET (EXCEPT THE WEST 778.00 FEET THEREOF) OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THE NORTH 10.00 ACRES (EXCEPT THE EAST 1.46 FEET THEREOF) OF THE WEST 27.00 ACRES NORTH OF THE ROAD (EXCEPT THE NORTH 40.00 FEET THEREOF TAKEN FOR STREET PURPOSES) OF LOT 10 IN SCHOOL TRUSTEES' SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

(continued on next page)

ADDRESS: 5917 South LaGrange Road  
 Countryside, Illinois  
COUNTY: Cook County  
P.I.N.: 18-16-400-025

(contined from previous page)

PARCEL 3:

NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR DRIVEWAY EASEMENT AS CREATED BY DECLARATION OF EASEMENTS AND COVENANTS - DRIVEWAY AND UTILITIES DATED JUNE 9, 1986 AND RECORDED AUGUST 12, 1986 AS DOCUMENT 86349488, AND AMENDED BY INSTRUMENT DATED AUGUST 14, 1986 AND RECORDED AUGUST 19, 1986 AS DOCUMENT 86363613 MADE BY HDA MOTORS, INC., A CORPORATION OF ILLINOIS, GRANTOR, AND CHICAGO HEALTH CLUBS, INC., A CORPORATION OF ILLINOIS FOR INGRESS AND EGRESS, IN, TO, OVER, UPON AND THROUGH THE NORTH 13.50 FEET OF THE SOUTH 186.87 FEET (EXCEPT THE WEST 33.00 FEET THEREOF) OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THE NORTH 10.00 ACRES (EXCEPT THE EAST 1.46 FEET THEREOF) OF THE WEST 27.00 ACRES NORTH OF THE ROAD (EXCEPT THE NORTH 40.00 FEET THEREOF TAKEN FOR STREET PURPOSES) OF LOT 10 IN SCHOOL TRUSTEES' SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

ALSO

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR UTILITIES, SANITARY AND STORM SYSTEMS, AS CREATED BY DECLARATION OF EASEMENTS AND COVENANTS - DRIVEWAY AND UTILITIES DATED JUNE 9, 1986 AND RECORDED AUGUST 12, 1986 AS DOCUMENTS 86349488 AND AMENDED BY INSTRUMENT DATED AUGUST 14, 1986 AND RECORDED AUGUST 19, 1986 AS DOCUMENT 86363613 MADE BY HDA MOTORS, INC., A CORPORATION OF ILLINOIS, GRANTOR AND CHICAGO HEALTH CLUBS, INC., A CORPORATION OF ILLINOIS, OVER, UPON AND UNDER THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THE NORTH 10.00 ACRES (EXCEPT THE EAST 1.46 FEET THEREOF) OF THE WEST 27.00 ACRES NORTH OF THE ROAD (EXCEPT THE NORTH 40.00 FEET THEREOF TAKEN FOR STREET PURPOSES) OF LOT 10 IN SCHOOL TRUSTEES' SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, (EXCEPT FROM SAID TRACT OF LAND THE WEST 33.00 FEET AND THE SOUTH 173.37 FEET THEREOF), AS SHOWN ON EXHIBIT "A" TO THE DECLARATION RECORDED AS DOCUMENT 86349488 AND AMENDED BY INSTRUCTION RECORDED AS DOCUMENT 86363613 IN COOK COUNTY, ILLINOIS.

(continued on next page)

ADDRESS: 5917 South LaGrange Road  
Countryside, Illinois  
COUNTY: Cook County  
P.I.N.: 18-16-400-025

(continued from previous page)

PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR UTILITY EASEMENT AS CREATED BY THE DECLARATION OF EASEMENTS AND COVENANTS - DRIVEWAY AND UTILITIES DATED JUNE 9, 1986 AND RECORDED AUGUST 12, 1986 AS DOCUMENT 86349488 AND AMENDED BY INSTRUMENT DATED AUGUST 14, 1986 AND RECORDED AUGUST 19, 1986 AS DOCUMENT 86363613, MADE BY HDA MOTORS, INC., A CORPORATION OF ILLINOIS, GRANTOR, AND CHICAGO HEALTH CLUBS, INC., A CORPORATION OF ILLINOIS OVER, UPON AND UNDER THE SOUTH 10.00 FEET OF THE NORTH 23.50 FEET OF THE SOUTH 173.37 FEET (EXCEPT THE WEST 778.00 FEET THEREOF) OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THE NORTH 10.00 ACRES (EXCEPT THE EAST 1.46 FEET THEREOF) OF THE WEST 27.00 ACRES NORTH OF THE ROAD (EXCEPT THE NORTH 40.00 FEET THEREOF TAKEN FOR STREET PURPOSES) OF LOT 10 IN SCHOOL TRUSTEES' SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.



ADDRESS: 1601 Pratt Avenue  
Marshall, Michigan  
COUNTY: Calhoun County  
TAX ROLL #: 13-53-003-409-00

ALL of that certain lot, piece or parcel of  
land, with the buildings and improvements thereon, situ-  
ate, lying and being:

Lots No. 9 and 10 of L ALTA BROOKS INDUSTRIAL PARK NO. 2, in Section 36, Town 2 South,  
Range 6 West and Section 1, Town 3 South, Range 6 West, according to the Plat thereof recorded  
in Liber 18 of Plats, on page 27, in the Office of the Register of Deeds for Calhoun County,  
Michigan.

ALSO, an adjacent parcel of land described as: Commencing at the Southeast corner of said Lot :  
10; thence along the East Plat line, North 1° 32' 50" East, 602.70 feet to the Northeast corner of :  
said Lot 9; thence South 88° 58' 10" East, 300 feet; thence South 1° 32' 50" West, 605.4 feet; :  
thence North 88° 27' 10" West, 300 feet to the point of ending. :

ADDRESS: 904 Industrial Road  
Marshall, Michigan  
COUNTY: Calhoun County  
ASSESS. PARCEL #: 13-53-002-549-00  
13-53-004-931-00

ALL of that certain lot, piece or parcel of  
land, with the buildings and improvements thereon, situ-  
ate, lying and being:

The Southwest 1/4 of Section 26, Town 2 South, Range 6 West, lying North of the Kalamazoo River  
and South of the Michigan Central Railroad.

ALSO, part of Lots No. 27, 31 and 32 of FARMERS LOAN & TRUST CO. SUBDIVISION, according  
to the Plat thereof recorded in Liber 30 of Deeds, on page 454, in the Office of the Register of  
Deeds for Calhoun County, Michigan, lying South of the Michigan Central Railroad. EXCEPT said  
lands described in Liber 846 on page 1092, Liber 847 on page 333, Liber 892 on page 869 and Liber  
778 on page 357, Calhoun County Records.

ADDRESS: 1160 White Horse Road  
 Voorhees, New Jersey  
COUNTY: Camden County  
ASSESS. PARCEL #: Title TC 31057, Block 150.18,  
 Lot 7.10

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being:

ALL THAT CERTAIN lot, tract and parcel of land and premises situate, lying and being in the Township of Voorhees, County of Camden, State of New Jersey and being more particularly described in accordance with as "Plan of Survey, Lots 7.15, 7.10 and 7.11, Block 150C, Plate 12 Tax Map, Township of Voorhees, County of Camden, NJ" prepared by DuBois & Martin Assoc., Edward J. Martin L.S. Lic. No. 11668, dated September 19, 1985 as follows:

1. BEGINNING at a point in the Northwestern line of White Horse Road (Camden County Route 673), said point being located in the following two courses and distances from the intersection of the centerline of said road with the centerline of Haddonfield Berlin Road (Camden County Route 561);

1. (A) South 40 degrees 44 minutes 50 seconds West along center line of said White Horse Road, a distance of 813.14 feet to a point in said centerline opposite the division line between Lots 7.10 and 7.11; thence

1. (B) North 49 degrees 15 minutes 10 seconds West a distance of 35.25 feet to a point in the Northwestern line of White Horse Road, at the division line of said Lots 7.10 and 7.11 and the point and place of beginning and from said beginning point proceeding; thence

(1) along the Northwestern line of White Horse Road, South 40 degrees 44 minutes 50 seconds West a distance of 139.75 feet to a point and common corner between Lots 7.15 and 7.10; thence

(continued on next page)

ADDRESS: 1160 White Horse Road  
 Voorhaes, New Jersey  
COUNTY: Camden County  
ASSESS. PARCEL #: Title TC 31057, Block 150.13,  
 Lot 7.10

(continued from previous page)

(2) along the division line between Lots 7.15 and 7.10, North 49 degrees 15 minutes 10 seconds West, a distance of 136.00 feet to a point and common corner to said Lots; thence

(3) along same, South 40 degrees 44 minutes 50 seconds West, a distance of 10.00 feet to a point and another common corner to said Lots; thence

(4) along same, North 49 degrees 15 minutes 10 seconds West, a distance of 40.00 feet to a point and another common corner to said Lots; thence

(5) along same, South 40 degrees 44 minutes 50 seconds West, a distance of 171.00 feet to a point in the line of Lot 7.8, lands now or formerly Echelon Skating Center; thence

(6) along said Lot and lands, North 49 degrees 15 minutes 10 seconds West, a distance of 139.52 feet to a point and lands now or formerly of Franklin Square at Echelon; thence

(7) along said lands North 40 degrees 44 minutes 50 seconds East a distance of 580.79 feet to a point and corner with lands now or formerly of the United States Postal Service; thence

(8) along said Postal Lands, South 49 degrees 15 minutes 10 seconds East a distance of 185.52 feet to point and common corner to Lots 7.10 and 7.11; thence

(9) along the division line of said Lots 7.10 and 7.11 South 40 degrees 44 minutes 50 seconds West, a distance of 260.04 feet to a point and another common corner to said lots; thence

(10) along same South 49 degrees 15 minutes 10 seconds East, a distance of 180.00 feet to the Northwesterly line of White Horse Road and the point and place of beginning.

TOGETHER WITH AND SUBJECT to Cross Easement for parking, ingress, Egress and Regress by Fred J. Tocco, Corp., a New Jersey corporation, dated November 13, 1985, recorded November 20, 1985 in Deed Book 4092 Page 875.

ADDRESS: 5055 West Sahara Avenue  
Las Vegas, Nevada  
COUNTY: Clark County  
ASSESS. PARCEL #: (417) 163-12-502-005

ALL of that certain lot, piece or parcel of  
land, with the buildings and improvements thereon, situ-  
ate, lying and being:

PARCEL A

THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE  
NORTHEAST QUARTER (NE 1/4) OF SECTION 12, TOWNSHIP 21 SOUTH,  
RANGE 60 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS  
PARCEL THREE (3) AS SHOWN BY AMENDED PARCEL MAP IN FILE 56,  
PAGE 23, RECORDED APRIL 19, 1988, AS DOCUMENT NO. 00485 IN  
BOOK 880419 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL B

RECIPROCAL EASEMENT RIGHTS AS DEFINED IN THAT CERTAIN  
INSTRUMENT ENTITLED "CONSTRUCTION, OPERATING AND RECIPROCAL  
EASEMENT AGREEMENT FOR FREMONT WEST SHOPPING CENTER," RECORDED  
JUNE 2, 1988, AS DOCUMENT NO. 00703 IN BOOK 880602 OF OFFICIAL  
RECORDS, CLARK COUNTY, NEVADA.

ADDRESS: 6405 South Virginia  
Reno, Nevada  
COUNTY: Washoe County  
ASSESS. PARCEL #:

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being:

PARCEL A:

Parcel 2 of Parcel Map No. 2269, entitled "Parcel Map for Reno II Partners" recorded on May 25, 1988 as File No. 1248565, Official Records of Washoe County, Nevada, together with and reserving therefrom all those certain easements, covenants, conditions and restrictions set forth in that certain Amended and Restated Indenture of Establishment of and Grants of Easements recorded August 13, 1987, in Book 2600, Page 393 as Instrument No. 1185483, Official Records of said County.

EXCEPTING THEREFROM that portion conveyed to the City of Reno, by Deed of Dedication recorded July 6, 1988 in Book 2762, Page 845 as Document No. 1258082, Washoe County, Nevada, Official Records.

PARCEL B:

Non-exclusive easements for ingress, egress and parking over and across Parcels 1, 3 and 4 of Parcel Map 2269 recorded May 25, 1988 as File No. 1248565, Official Records of Washoe County, Nevada, pursuant to that certain Construction, Operating and Reciprocal Easement Agreement dated June 3, 1988 and recorded June 3, 1988 in Book 2747, Page 226 as Document No. 1251037, Official Records and by Amendment recorded December 22, 1988 in Book 2844, Page 667 as Document No. 1294951, Official Records.

(continued on next page)

ADDRESS: 6405 South Virginia  
Reno, Nevada  
COUNTY: Washoe County  
ASSESS. PARCEL #:

(continued from previous page)

PARCEL C:

Non-exclusive easements for ingress, egress and parking over and across that certain real property described as follows:

COMMENCING at a point on the Easterly line of IR-580, 204.89 feet right of Engineer's Station "05" 530+32.42 P.O.T., said point bearing North 18°19'11" East, 1972.06 feet (NDOT North 18°19'24" East, 1972.01 feet) from the Southwest corner of :  
said Section 31; thence 52.64 feet on the arc of a curve :  
concave to the Northwest having a tangent bearing of North :  
20°21'26" West, a radius of 30.00 feet and a central angle of :  
100°32'06"; thence on a non-tangent bearing North 75°56'34" :  
East, 103.83 feet; thence North 88°03'28" East, 92.36 feet;  
thence North 86°57'24" East, 166.16 feet to the true point of  
beginning from which the said Southwest corner of said Section  
31 bears South 27°12'02" West, 2191.65 feet; thence North  
86°57'24" East, 34.40 feet; thence North 82°40'03" East,  
121.90 feet; thence 100.24 feet on the arc of a tangent curve  
to the right, having a radius of 80.00 feet and a central  
angle of 71°47'22"; thence South 25°32'35" East, 37.38 feet;  
thence South 79°49'34" West, 238.63 feet; thence North  
10°21'13" West, 105.06 feet to the point of beginning,  
pursuant to that certain Indenture of Establishment of and  
Grants of Easements recorded November 7, 1986 in Book 2439,  
Page 386 as Document No. 1115253, Official Records of Washoe  
County, Nevada, as amended and restated by instrument recorded  
August 13, 1987 in Book 2600, Page 393 as Document No.  
1185483, Official Records of Washoe County, Nevada. The basis  
of bearing for this description is the Nevada State Grid  
System, West Zone, Reno Modified.

ADDRESS: 5801 Bridge Street  
DeWitt, New York  
COUNTY: Onondaga County  
ASSESS. PARCEL #:

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dewitt, County of Onondaga and State of New York being part of Farm Lot 51 in said Town and more particularly bounded and described as follows: Beginning at a point on the division line between lands on the South of Niagara Mohawk Power Corporation Book [Book 2213 of Deeds, page 230], and lands now or formerly of Flanigan Furniture, Inc. on the North, said point of beginning also lying at the southwest corner of Parcel No. 205 [0.089+ Acres] as appropriated by the People of the State of New York [Book 2362, page 248], said point also being about 76 feet Westerly from station "BR" 1 + 49+ of the survey base line of interstate Route Connection No. 570-1-5.11, all as shown on Map No. 13R-1 and 403 on file in the Regional Office No. 3 of the New York State Department of Transportation, Syracuse, N.Y.; thence N 76° 39' 00" W, along said division line between lands of Niagara Mohawk Power Corporation on the South and lands of Flanigan Furniture, Inc. on the North, a distance of about 504.17 feet to the northwest corner of said lands conveyed to Niagara Mohawk Power Corporation; thence N 04° 41' 44" W along the Westerly line of said lands of Flanigan Furniture, Inc., about 216.1 feet to a point on the Southerly Right of Way line of said Interstate Route Connection No. 570-1-5.11 [Route 690]; thence the following 4 courses and distances along the Southerly and Westerly Right of Way lines of said Route 690: [1] N 84° 01' 14" E, 430 ft.; [2] S 49° 26' 06" E, 147.30 ft.; [3] S 02° 34' 09" E, 173.30 ft.; and, [4] S 19° 57' 50" W, 114.50 ft. to the place of beginning, containing about 3.65 acres of land.

(continued on next page)



ADDRESS: 5801 Bridge Street  
DeWitt, New York  
COUNTY: Onondaga County  
ASSESS. PARCEL #:

(continued from previous page)

ALSO, easement No. 1 for ingress and egress to the abutting Bridge Street highway to the East, over a strip of land 50 feet in width, the Southerly line of which is an Easterly extension of the Southerly line of the above described parcel, 76 feet, more or less, to Bridge Street.

ALSO, easement No. 2 for ingress and egress adjacent to the Southerly line of the above described easement No. 1 and being a strip of land running across the most Northerly end of the 0.246+ acre parcel No. 13 as shown on Map No 1R-I of the lands acquired by the People of the State of New York for the reconstruction of the Bridge Street State Highway, said easement strip being about 76 feet across the Northerly side; on the Easterly side, 50 feet Southerly along the original Westerly Right-of-Way line of Bridge Street; and, on the Westerly side, about 50 feet Southerly along the present Westerly line of lands as acquired in said Parcel No. 13 for highway purposes.

ALSO, a triangular shaped easement No. 3 for ingress and egress across the present Northeasterly corner of lands of Niagara Mohawk Power Corporation, described as follows: Beginning at the point of beginning of the above described parcel and running thence the following courses and distances: [1] Southerly, about 50 feet along the present Westerly highway line of Bridge Street; said line being also the Westerly line of the above described easement No. 2; [2] Northwesterly through the lands of said Niagara Mohawk Power Corporation, about 60 feet to the Northerly line of said lands; [3] Easterly, along said Northerly line being also the Southerly line of the above described parcel, 50 feet to the place of beginning.

The Southwesterly corner of Easement No. 1, the Northwesterly corner of Easement No. 2, and the Northeasterly corner of Easement No. 3 form a common corner which is at the point of beginning of the above described parcel.

ADDRESS: 22 Chambers Road  
Mansfield, Ohio  
COUNTY: Richland County  
PP #: 038-60-175-05-001

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being:

Situated in the State of Ohio, County of Richland, and in the Village of Ontario and described as follows:

Being Lot Number 2269 or, Block 1 Lot 1, in TAPPAN PARK, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 25, page 77, Recorder's Office, Richland County, Ohio.

ADDRESS: 2655 Shasta Way  
Klamath Falls, Oregon  
COUNTY: Klamath County  
ASSESS. PARCEL #: 3809-34CC-301

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being:

Parcel One

A parcel of land located in the Southwest one-quarter of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Commencing at a brass cap marking the Southwest corner of Section 34 and running North 00°28'30" West 168.83 feet; thence North 89°31'30" East 55.00 feet to a point on the Easterly right-of-way line of Washburn Way and the Point of Beginning; running thence, along said right-of-way line, North 00°28'30" West 944.12 feet; thence leaving said right-of-way, North 89°31'53" East 588.13 feet; thence South 00°28'07" East 1101.80 feet to the Northerly right-of-way line of Shasta Way; thence along said right-of-way South 89°52'25" West 77.96 feet; thence North 87°15'50" West 300.37 feet; thence South 89°52'25" West 7.13 feet; thence leaving said right-of-way, North 00°28'07" West 159.15 feet; thence South 89°31'53" West 172.03 feet; thence 38.10 feet along a 35.00 foot radius curve left, the long chord of which bears South 50°20'54" West 36.24 feet to the Point of Beginning.

ADDRESS: Highway 101  
Newport, Oregon  
COUNTY: Lincoln County  
ASSESS. PARCEL #: Map No. 11-11-09-12, Tax Lot Nos.  
100, 3000, 3200 and 3400

ALL of that certain lot, piece or parcel of  
land, with the buildings and improvements thereon, situ-  
ate, lying and being:

A tract of land situated in the Southeast quarter of the Southeast quarter of Section 32,  
Township 10 South, Range 11 West and the North 1/2 of Section 5, Township 11  
South, Range 11 West of the Willamette Meridian in Lincoln County, Oregon. more  
particularly described as follows:

Beginning at the Northwest corner of Lot 2, Block 1, HOLLY TERRACE NO. 1 said  
point being on the South right of way line of N.E. 20th Street, thence South 99.73 feet  
along the West line of said Lot 2, to the Southwest corner thereof; thence South 89  
deg. 01' 15" East 116.18 feet, more or less, along the South line of the plat of Holly  
Terrace No. 1 to the Northwest corner of Lot 28, Lincoln Wood Terrace; thence  
Southerly along the most Westerly boundary of the plat of Lincoln Wood Terrace  
648.15 feet, more or less, to the Southeast corner of the Nielsen tract as described by  
instrument recorded September 18, 1948 in Book 128, page 313; thence Westerly  
along the South line of said Nielsen tract 659.91 feet, more or less, to the Easterly right  
of way line of U.S. Highway 101; thence Northerly along the said Easterly right of way  
line 399.10 feet, to the South right of way line of N.E. 20th Street; thence Northeasterly  
along a 280.00 feet radius curve to the left (the long chord which bears North 67 deg.  
52.23: East 113.10 feet to a 1 inch iron pipe) thence North 56 deg. 25' 41" East 104.72  
feet to a 1 inch iron pipe; thence North 38 deg. 28' 31" East 28.13 feet to a 1 inch iron  
pipe; thence north 56 deg. 13' 04" East 230.78 feet to a 5/8 inch iron rod; thence North  
55 deg. 02' 38" East 176.37 feet to the point of beginning.

ADDRESS: 6345 Brackbill Boulevard  
 Mechanicsburg, Pennsylvania  
COUNTY: Cumberland County  
ASSESS. PARCEL #:

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being:

ALL THAT CERTAIN tract or parcel of land and premises ("the Premises"), situate, lying and being in the Township of Hampden in the County of Cumberland and Commonwealth of Pennsylvania, more particularly described as follows:

BEGINNING at the intersection right-of-way of Brackbill Boulevard (a 60' ROW) and Linden Street (a 50' ROW); thence along the Western right-of-way of Linden Street South 39 degrees 20 minutes 00 seconds East, a distance of 631.13 feet to a point; thence along same South 46 degrees 30 minutes 10 seconds East, a distance of 136.67 feet to an iron pin; thence along land now or late of Forest Acres South 39 degrees 52 minutes 00 seconds West, a distance of 1151.00 feet to a point on the Eastern right-of-way of Berkshire Lane; thence along the Eastern right-of-way of Berkshire Lane North 46 degrees 13 minutes 00 seconds West, a distance of 98.50 feet to a point; thence along Berkshire Lane and lands now or late of Paul R. Morrison South 40 degrees 55 minutes 00 seconds West, a distance of 200.24 feet to an iron pin; thence along land now or late of Paul R. Morrison South 46 degrees 13 minutes 00 seconds East, a distance of 32.60 feet to an iron pin; thence along lands now or late of Edward C. Miceli South 39 degrees 17 minutes 00 seconds West, a distance of 200.00 feet to an iron pin; thence along lands now or late of Hampden Industrial Development Authority North 46 degrees 33 minutes 22 seconds West, a distance of 573.67 feet to a point; thence along same North 46 degrees 40 minutes 00 seconds West, a distance of 219.71 feet to a point on the Southern right-of-way of Brackbill Boulevard; thence along the Southern right-of-way of Brackbill Boulevard North 43 degrees 17 minutes 42 seconds East, a distance of 483.07 feet to a point; thence along same North 41 degrees 27 minutes 58 seconds East, a distance of 666.28 feet to a point; thence along same by a curve curving to the right, having a radius of 924.15 feet an arc length of 89.51 feet to a point; thence along same North 47 degrees 00 minutes 56 seconds East, a distance of 380.46 feet to a point, the place of BEGINNING.

Containing 29.008 acres.

(continued on next page)

ADDRESS: 6345 Brackbill Boulevard  
Mechanicsburg, Pennsylvania  
COUNTY: Cumberland County  
ASSESS. PARCEL #:

(continued from previous page)

**SUBJECT ALSO to:**

1. Conditions as in Plan by Whittock and Hartman, Plan Book 47-78.
2. Agreement to Paul V. Hertzler and Carol B. Hertzler as in Misc. Book 299 page 1036.
3. Rights granted to UGI Corp. as in Misc. Book 300 page 664.
4. Maintenance Agreement for Brackbill Boulevard as in Misc. Book 378-1014.
5. A certain easement granted to Penn Central Transportation Co. (now Conrail) as recorded in Misc. Book 204, Page 25 and Misc. Book 204, Page 556, in the Office of the Recorder of Deeds, Cumberland County, Pennsylvania.
6. A certain easement granted to Mechanicsburg Water Company as recorded in Misc. Book 290, page 47 in the Office of the Recorder of Deeds, Cumberland County, Pennsylvania.

BEING part of the same premises which Raymond Brackbill and Margaret E. Brackbill, his wife by Indenture dated the 2nd day of April, 1984 and recorded at Carlisle in the County of Cumberland on the 3rd day of April, 1984 in Deed Book P-30 page 794, granted and conveyed unto Dauphin Distribution Services Co., a Pennsylvania Corporation, in fee.

ADDRESS: 3350 Miac Cove Road  
 Memphis, Tennessee  
 COUNTY: Shelby County  
 ASSESS. PARCEL #:

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being:

PARCEL I: Commencing at the north line of Winchester Road and the southwest corner of Getwell Gardens; thence North 02 degrees, 16 minutes, 05 seconds West along the west line of Getwell Gardens, a distance of 710.60 feet to a point; thence North 87 degrees, 23 minutes, 22 seconds East along the north line of Getwell Gardens, a distance of 551.61 feet to a point; thence North 02 degrees, 20 minutes, 43 seconds West, a distance of 629.43 feet to a point; thence North 02 degrees, 51 minutes, 56 seconds East, a distance of 594.2 feet to the point of beginning; thence North 02 degrees, 51 minutes, 56 seconds East along the same line, a distance of 688.56 feet to a point; thence South 87 degrees, 02 minutes, 11 seconds West, a distance of 728.16 feet to a point; thence South 02 degrees, 57 minutes, 49 seconds East, a distance of 685.00 feet to a point; thence North 87 degrees, 02 minutes, 11 seconds East, a distance of 70.00 feet to a point; thence South 52 degrees, 35 minutes, 49 seconds East, a distance of 40.80 feet to a point on the cul-de-sac of Miac Cove; thence along the north line of said cul-de-sac with a circular curve to the right with a tangent bearing of North 37 degrees, 24 minutes, 11 seconds East, a central angle of 81 degrees, 51 minutes, 51 seconds, a radius of 75.00 feet and an arc length of 107.16 feet; thence North 02 degrees, 57 minutes, 49 seconds West, a distance of 11.56 feet; thence North 87 degrees, 02 minutes, 11 seconds East, a distance of 460.00 feet to the point of beginning.

PARCEL II: A perpetual non-exclusive easement for the construction, installation and operation of a rail lead track over, upon and across the following described property, to wit:

Commencing at the northwest corner of Parcel IV (29.8024 acres) of the Oakville Sanitorium property of Shelby County, Tennessee, said point being the northeast corner of the Memphis Developmental Associates 133.26 acres as described in Special Warranty Deed recorded under Register's No. X4 5122, Shelby County Register's Office, and said point being on the south line of the Burlington Northern Railroad right-of-way; thence along said right-of-way, South 49 degrees, 58 minutes, 53 seconds East, 200.00 feet to the point of beginning; thence continuing South 49 degrees, 58 minutes, 53 seconds East, 150.00 feet to a point; thence leaving said right-of-way North 71 degrees, 28 minutes, 21 seconds West, 289.72 feet to a point on the west line of said Parcel IV; thence along said west line, North 02 degrees, 51 minutes, 56 seconds East, 57.07 feet to a point, said point lying on the south line of a rail easement as described in Instrument No. K3 7427, in the Shelby County Register's Office; thence along the south line of said easement South 71 degrees, 28 minutes, 21 seconds East, 165.55 feet to the point of beginning.

Being the same property conveyed to LXP I, L.P. by Quitclaim Deed dated May 19, 1995 from Lepercq Corporate Income Fund, L.P. of record in Book \_\_\_\_\_, Page \_\_\_\_\_, Register's Office for Shelby County, Tennessee.

EXHIBIT A - PAGE 23

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Company the 22nd day  
 of May A.D., 19 95 at 1:15 o'clock P M., and duly recorded in Vol. M95  
 of Mortgages on Page 13490

FEE \$200.00

Bernetha G. Letsch, County Clerk  
*Bernetha G. Letsch*