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Vol M02 Page 13669

**SECOND AMENDMENT TO INDENTURE OF MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF LEASES, RENTS AND SECURITY DEPOSITS**

Dated as of ~~February~~ <sup>March</sup> 1, 2002

by and among

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

having an address at

c/o Lexington Corporate Properties Trust

355 Lexington Avenue

New York, New York 10017

as Grantor

and

**LASALLE BANK NATIONAL ASSOCIATION (FORMERLY KNOWN AS LASALLE NATIONAL BANK), AS TRUSTEE UNDER TRUST AND SECURITY AGREEMENT DATED MAY 19, 1995 FOR LXP FUNDING CORP. COMMERCIAL MORTGAGE PASS-THROUGH**

having an address at

c/o Pacific Life Insurance Company

700 Newport Center Drive

Newport Beach, California 92660

as Beneficiary

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Prepared and drafted by and after recording return to:

Robert E. Grady, Esq.

Dechert

90 State House Square

12<sup>th</sup> Floor

Hartford, CT 06103-3702

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Maximum principal indebtedness for Tennessee recording tax purposes is \$13,682,686.50.  
**THIS INSTRUMENT SECURES OBLIGATORY FUTURE ADVANCES AND IS FOR COMMERCIAL PURPOSES**

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Maximum principal indebtedness for New York mortgage recording tax purposes is  
\$2,845,998.00.

2655 Shasta Way  
Klamath Falls, Oregon

K376  
+ 20  
396

**SECOND AMENDMENT TO INDENTURE OF MORTGAGE, DEED OF TRUST,  
SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND  
ASSIGNMENT OF LEASES, RENTS AND SECURITY DEPOSITS**

THIS SECOND AMENDMENT TO INDENTURE OF MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF LEASES, RENTS AND SECURITY DEPOSITS (this "Second Amendment") is dated as of the 1<sup>st</sup> day of ~~February~~<sup>March</sup>, 2002 ("Effective Date"), by and among LXP I, L.P., a Delaware limited partnership ("LXP I"), LXP II, L.P., a Delaware limited partnership ("LXP II") (LXP I and LXP II are collectively referred to as "Grantor"), and LASALLE BANK NATIONAL ASSOCIATION (formerly known as LaSalle National Bank), as Trustee under Trust and Servicing Agreement dated May 19, 1995 for LXP FUNDING CORP. Commercial Mortgage Pass-Through Certificates, together with its successors and assigns ("Beneficiary"). Unless otherwise defined herein, all capitalized terms used in this Second Amendment shall have the same meanings ascribed to such terms in the Original Mortgage (as hereinafter defined).

**RECITALS**

- A. On or about May 19, 1995, Pacific Life Insurance Company and Lexington Mortgage Company (collectively "Lender") made a loan to Grantor in the aggregate principal amount of Seventy Million One Thousand Dollars (\$70,001,000) ("Loan").
- B. Lender subsequently assigned all of its right, title and interest in, to and under the Loan and the Loan Documents (as defined in the Original Mortgage) to Beneficiary and Beneficiary is the current holder and owner of the Loan and the Loan Documents.
- C. The Loan is evidenced by, among other things, that certain (i) Class A Mortgage Note dated May 19, 1995, executed by Grantor in favor of Lender, in the original principal sum of Thirty-Four Million Dollars (\$34,000,000), as amended by that certain Amendment to Class A Mortgage Note, dated as of May \_\_, 1998, by and between Grantor and Beneficiary, as further amended by that certain Second Amendment to Class A Mortgage Note, dated as of the date hereof, by and between Grantor and Beneficiary (together with all amendments, modifications, supplements, restatements, substitutions and replacements thereof or thereto heretofore executed, the "Class A Note"), (ii) Class B Mortgage Note dated May 19, 1995, executed by Grantor in favor of Lender, in the original principal sum of Eighteen Million Five Hundred Thousand Dollars (\$18,500,000), as amended by that certain Amendment to Class B Mortgage Note, dated as of May \_\_, 1998, by and between Grantor and Beneficiary, as further amended by that certain Second Amendment to Class B Mortgage Note, dated as of the date hereof, by and between Grantor and Beneficiary (together with all amendments, modifications, supplements, restatements, substitutions and replacements thereof or thereto heretofore executed, the "Class B Note"), (iii) Class C Mortgage Note dated May 19, 1995, executed by Grantor in favor of Lender, in the original principal sum of Seventeen Million Five Hundred Thousand Dollars (\$17,500,000), as amended by that certain Amendment to Class C Mortgage Note, dated as of May \_\_, 1998, by and between Grantor and Beneficiary, as further amended by that certain

Second Amendment to Class C Mortgage Note, dated as of the date hereof, by and between Grantor and Beneficiary (together with all amendments, modifications, supplements, restatements, substitutions and replacements thereof or thereto heretofore executed, the "Class C Note"), and (iv) Class R Mortgage Note dated May 19, 1995, executed by Grantor in favor of Lender, in the original principal sum of One Thousand Dollars (\$1000), as amended by that certain Amendment to Class R Mortgage Note, dated as of May \_\_, 1998, by and between Grantor and Beneficiary, as further amended by that certain Second Amendment to Class R Mortgage Note, dated as of the date hereof, by and between Grantor and Beneficiary (together with all amendments, modifications, supplements, restatements, substitutions and replacements thereof or thereto heretofore executed, the "Class R Note") (the Class A Note, the Class B Note, the Class C Note, and the Class R Note are collectively referred to as the "Notes").

D. The Loan is secured by, among other things, that certain (i) Indenture of Mortgage, Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Leases, Rents and Security Deposits, dated as of May 19, 1995, executed by Grantor for the benefit of Lender, as amended by that certain Amendment to Indenture of Mortgage, Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Leases, Rents and Security Deposits, dated as of May \_\_, 1998, by and between Grantor and Beneficiary (together with all extensions, renewals and modifications thereof or thereto heretofore executed, the "Original Mortgage"), (ii) Indenture of Mortgage, Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Leases, Rents and Security Deposits, dated as of May \_\_, 1998, executed by Grantor for the benefit of Beneficiary, as amended by that certain First Amendment to Indenture of Mortgage, Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Leases, Rents and Security Deposits, dated as of the date hereof, by and between Grantor and Beneficiary (together with all extensions, renewals and modifications thereof or thereto heretofore executed, the "First Substitute Property Mortgage"), (iii) that certain Indenture of Mortgage, Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Leases, dated as of the date hereof, executed by Grantor in favor of Beneficiary (the "Second Substitute Property Mortgage"), (iv) Assignment of Leases, Rents and Security Deposits dated as of May 19, 1995, executed by Grantor and Lender, as amended by that certain Amendment to Assignment of Leases and Rents, dated as of May \_\_, 1998, executed by Grantor and Beneficiary (together with all extensions, renewals and modifications thereof or thereto heretofore executed, the "Original Assignment of Leases"), (v) Assignment of Leases, Rents and Security Deposits dated as of May \_\_, 1998, executed by Grantor and Beneficiary (together with all extensions, renewals and modifications thereof or thereto heretofore executed, the "First Substitute Property Assignment of Leases"), (vi) Assignment of Leases, Rents and Security Deposits dated as of the date hereof, executed by Grantor and Beneficiary (together with all extensions, renewals and modifications thereof or thereto heretofore executed, the "Second Substitute Property Assignment of Leases"), (vii) Cash Collateral Account Security, Pledge and Assignment Agreement dated as of May 1995, by and among The Bank of New York ("Agent"), Grantor and Lender, as amended by that certain Amendment to Cash Collateral Account Security, Pledge and Assignment Agreement, dated as of May \_\_, 1998, by and among Agent, Grantor and Beneficiary, as further amended by that certain Second Amendment to Cash Collateral Account Security, Pledge and Assignment Agreement, dated as of the date hereof, by and among Agent, Grantor and Beneficiary (together

with all extensions, renewals and modifications thereof or thereto heretofore executed, the "Cash Collateral Agreement").

E. Pursuant to Section 45 of the Original Mortgage, Grantor wishes to substitute the real property (and the improvements thereon) described on Schedule 1-A attached hereto and by this reference incorporated herein (the "Substitute Property") in place of the real property (and the improvements thereon) described on Schedule 1-B attached hereto and by this reference incorporated herein ("Replaced Property"), which Replaced Property shall be released from the lien of the Original Mortgage simultaneously therewith.

F. In recognition of the aforesaid substitution, the parties desire to amend the Original Mortgage in accordance with the terms and provisions set forth herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which by this reference are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Modification of Original Mortgage.** The Original Mortgage is hereby modified and amended as follows:

(a) Any and all references in the Original Mortgage to the term "Mortgage" shall mean the Original Mortgage (as defined above), as amended by this Second Amendment.

(b) Any and all references in the Original Mortgage to the term "Substitute Property Mortgage" shall mean the First Substitute Property Mortgage (as defined above).

(c) Any and all references in the Original Mortgage to the term "Class A Note" shall mean the Class A Note (as defined above).

(d) Any and all references in the Original Mortgage to the term "Class B Note" shall mean the Class B Note (as defined above).

(e) Any and all references in the Original Mortgage to the term "Class C Note" shall mean the Class C Note (as defined above).

(f) Any and all references in the Original Mortgage to the term "Class R Note" shall mean the Class R Note (as defined above).

(g) Any and all references in the Original Mortgage to the term "Notes" shall mean, collectively, the Class A Note, the Class B Note, the Class C Note, and the Class R Note (each as defined above).

(h) Any and all references in the Original Mortgage to the term "Cash Collateral Agreement" shall mean the Cash Collateral Agreement (as defined above).

(i) Any and all references in the Original Mortgage to the "Land" shall mean the real properties (and the improvements thereon) described on Schedule 1 attached hereto.

(j) Subsection (ii) of the paragraph entitled "TO SECURE" of the recitals of the Original Mortgage is hereby deleted in its entirety with the following language substituted in place thereof:

"(ii) payment and performance of all covenants, conditions, liabilities and obligations contained in (1) this Mortgage and any extensions, renewals or modifications thereof, (2) that certain Indenture of Mortgage, Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Leases, Rents and Security Deposits, dated as of May \_\_, 1998, executed by Grantor for the benefit of Beneficiary, as amended by that certain First Amendment to Indenture of Mortgage, Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Leases, Rents and Security Deposits, dated as of ~~February 1~~ <sup>March 1</sup>, 2002, by and between Grantor and Beneficiary (together with any extensions, renewals or modifications thereof, the "First Substitute Property Mortgage"), and (3) that certain Indenture of Mortgage, Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Leases, Rents and Security Deposits dated as of ~~February 1~~ <sup>March 1</sup>, 2002, executed by Grantor for the benefit of Beneficiary (together with any extensions, renewals or modifications thereof, the "Second Substitute Property Mortgage"); and"

(k) Subsection (iii) of the paragraph entitled "TO SECURE" of the recitals of the Original Mortgage is hereby deleted in its entirety with the following language substituted in place thereof:

"(iii) payment and performance of all covenants, conditions, liabilities and obligations of Grantor contained in (1) that certain Assignment of Leases, Rents and Security Deposits, dated as of May 19, 1995, between Grantor, as assignor, and Lender, as assignee, as amended by that certain Amendment to Assignment of Leases, Rents and Security Deposits, dated as of May \_\_, 1998, between Grantor, as assignor, and Beneficiary, as assignee (together with any extensions, renewals or modifications thereof, the "Assignment of Leases"); (2) that certain Assignment of Leases, Rents and Security Deposits, dated as of May \_\_, 1998, between Grantor, as assignor, and Beneficiary, as assignee, (together with any extensions, renewals or modifications thereof, the "First Substitute Property Assignment of Leases"); (3) that certain Assignment of Leases, Rents and Security Deposits, dated as of ~~February 1~~ <sup>March 1</sup>, 2002, between Grantor, as assignor, and Beneficiary, as assignee (the "Second Substitute Property

Assignment of Leases"); and (4) that certain Cash Collateral Account Security, Pledge and Assignment Agreement, dated as of May 19, 1995, among Grantor, as pledgor, The Bank of New York, as agent, and Beneficiary, as pledgee, as amended by that certain Amendment to Cash Collateral Account Security, Pledge and Assignment Agreement, dated as of May \_\_, 1998, among Grantor, as pledgor, The Bank of New York, as agent, and Beneficiary, as pledgee, as further amended by that certain Second Amendment to Cash Collateral Account Security, Pledge and Assignment Agreement, dated as of ~~February~~ <sup>March</sup> 1, 2002, among Grantor, as pledgor, The Bank of New York, as agent, and Beneficiary, as pledgee (together with any extensions, renewals or modifications thereof, the "Cash Collateral Agreement"); and"

(l) Paragraph (E) of the Granting Clauses of the Original Mortgage is hereby amended by deleting the language "Exhibits "A-1" through "A-18"" therefrom and substituting the language "Exhibits "A-1" through "A-18"" in place thereof.

(m) The definition of "Assignee" in Section 1 of the Original Mortgage is hereby amended by deleting the reference to "Section 64" contained therein and replacing the same with a reference to "Section 63".

(n) Paragraph (j) of the definition of "Events of Default" in Section 1 of the Original Mortgage is hereby deleted in its entirety and the following language substituted in place thereof:

"(j) Any "Event of Default" as defined in any Loan Document other than this Mortgage (including, without limitation, the First Substitute Property Mortgage, the Second Substitute Property Mortgage, the Assignment of Leases, the First Substitute Property Assignment of Leases and the Second Substitute Property Assignment of Leases) occurs."

(o) The definition of "Exel Expansion Reserve Account" in Section 1 of the Original Mortgage is hereby amended by (i) changing the defined term from "Exel Expansion Reserve Account" to "Exel Expansion Reserve Amount" and (ii) deleting the reference to "Section 48(e)" and replacing the same with a reference to "Section 48(c)".

(p) Section 1 of the Original Mortgage is hereby amended by inserting the following definitions of the terms "First Substitute Property Assignment of Leases" and "First Substitute Property Mortgage" between the definitions of the terms "First Class" and "Fitch":

"First Substitute Property Assignment of Leases: As defined in the recitals hereof.

First Substitute Property Mortgage: As defined in the recitals hereof."

(q) The definition of "Loan Documents" in Section 1 of the Original Mortgage is hereby deleted in its entirety and the following language substituted in place thereof:

"Loan Documents": Shall mean this Mortgage, the First Substitute Property Mortgage, the Second Substitute Property Mortgage, the Assignment of Leases, the First Substitute Property Assignment of Leases, the Second Substitute Property Assignment of Leases, the Cash Collateral Agreement, the Notes, and any and all other agreements, instruments or documents executed by Grantor evidencing, securing or delivered in connection with the Loan and the transactions contemplated hereby."

(r) The definition of "Material Alteration" in Section 1 of the Original Mortgage is hereby deleted in its entirety and the following language substituted in place thereof:

"Material Alteration": Shall mean any Alteration which, when aggregated with all related Alterations constituting a single project, involves an estimated cost exceeding (a) the greater of the Individual Threshold Amount and \$500,000 with respect to Alterations (including the Alteration in question) being undertaken at a single Property at such time or (b) the Aggregate Alteration Threshold Amount with respect to Alterations (including the Alteration in question) being undertaken at all the Properties at such time, but in either event, excluding any Alteration for which a Tenant is obligated to pay directly."

(s) Section 1 of the Original Mortgage is hereby amended by inserting the following definition of the term "Material Lease" between the definitions of the terms "Material Alteration" and "Maturity Date"

"Material Lease": Any and all Leases of all or any portion of any Property shall be deemed to be a Material Lease."

(t) The definition of "Minimum Defeasance Collateral" in Section 1 of the Original Mortgage is hereby deleted in its entirety and the following language substituted in place thereof:

Shall mean, with respect to a Property Release or a substitution pursuant to Section 46 hereof resulting in a Defeasance, Defeasance Collateral in an amount sufficient to pay (i) 125% of the Allocated Loan Amount applicable to the Property which is the subject of the Property Release or substitution if prior to the date of the applicable Defeasance all of the Properties described on Exhibit "A" - Pages 22 through 27, inclusive, have been released from the Lien of this Mortgage and the Release Price with respect thereto paid for in full, or (y) 150% of the Allocated Loan Amount applicable to the Property which is the subject of the

Property Release or substitution if prior to the date of the applicable Defeasance all of the Properties described in Exhibits "A" - Pages 22 through 27, inclusive, have not been released from the Lien of this Mortgage or the Release Price therefor has not been paid in full, and in all instances sufficient to pay scheduled interest and principal payments (such payments, the "Defeasance Debt Service Payments") on the portion of the Loan equal to such Allocated Loan Amount on such Property or Replaced Property, as the case may be, assuming an average interest rate on the Notes equal to the greater of 10% and the actual interest rates on the Notes. Sufficient portions of the Defeasance Collateral must mature on or before the dates when such amounts are required to be applied to pay Defeasance Debt Service Payments when due.

(u) Section 1 of the Original Mortgage is hereby amended by inserting the following definitions of the terms "Second Substitute Property Assignment of Leases" and "Second Substitute Property Mortgage" between the definitions of the terms "Replaced Property" and "Single Purpose Entity":

"Second Substitute Property Assignment of Leases: As defined in the recitals hereof.

Second Substitute Property Mortgage: As defined in the recitals hereof."

(v) Section 5(b) of the Original Mortgage is hereby amended by deleting the reference contained therein under clause (ii) therein to "Crown Cork & Seal Company, Inc., in the case of liability insurance" and substituting the following language in place thereof: "Intentionally Omitted".

(w) Section 6(b) of the Original Mortgage is herein amended by inserting the phrase "and (vi) Paragraph 14 of the Lease described in Exhibit A-1" after the reference to "Exhibit A-9" contained therein.

(x) Section 6(h) of the Original Mortgage is hereby amended by deleting the reference contained therein to "clause (d)(ii) above" and substituting the following language in place thereof: "clause (g)(ii) above".

(y) Section 10(b) of the Original Mortgage is hereby amended by adding the following sentence at the end of said Section:

"Without limiting any of the foregoing, Grantor hereby grants Beneficiary the right to file any such financing statements without Grantor's permission to the extent permitted under applicable law."

(z) Section 26 of the Original Mortgage is hereby amended by deleting the following language contained therein "if to Beneficiary, to LaSalle National Bank, 135 S.

LaSalle Street, Chicago, Illinois 60603, Reference: Asset-Backed Securities Trust Services, with copies to Milbank, Tweed, Hadley & McCloy, One Chase Manhattan Plaza, New York, New York 10005, Attention: Kevin C. Blauch, Esq.” and substituting the following language in place thereof: “if to Beneficiary, to LaSalle Bank National Association, 135 S. LaSalle Street, Chicago, Illinois 60603, Reference: Asset-Backed Securities Trust Services, with copies to (a) Pacific Life Insurance Company, 700 Newport Center Drive, Newport Beach, California 92660, Attn: Janine Stallings, Assistant Vice President and (b) Milbank, Tweed, Hadley & McCloy, One Chase Manhattan Plaza, New York, New York 10005, Attention: Kevin C. Blauch, Esq.”

(aa) Section 38(b)(v) of the Original Mortgage is hereby deleted in its entirety and the following language substituted in lieu thereof:

“(v) Grantor, at its sole cost and expense, shall have delivered to Beneficiary, one or more endorsements to the mortgagee policy(ies) of title insurance delivered to Beneficiary (A) on the Closing Date in connection with the Original Mortgage (as subsequently amended pursuant to the terms hereof), (B) on May \_\_, 1998 in connection with the First Substitute Property Mortgage (as subsequently amended pursuant to the terms hereof) and (C) on ~~February~~ <sup>March</sup> \_\_, 2002 in connection with the Second Substitute Property Mortgage (as subsequently amended pursuant to the terms hereof), insuring that, after giving effect to such release, (x) the Liens created under this Mortgage, the First Substitute Property Mortgage and the Second Substitute Property Mortgage and insured under the above-referenced policies are first priority Liens on all of the Properties other than the property so released, subject only to the Permitted Encumbrances applicable to the remaining Properties and (y) that such policy(ies) is in full force and effect and unaffected by such release, provided that such endorsements are available at a nominal cost (without additional premium).”

(bb) Section 40 of the Original Mortgage is hereby amended by deleting all references to the term “Environmental Requirements” and substituting the following term in the place of each such reference: “Environmental Laws”.

(cc) Section 45(i) of the Original Mortgage is hereby amended by deleting clause (ii) thereof in its entirety and substituting the following language in place thereof:

“(ii) to cause the Substitute Mortgage to be cross-collateralized and cross-defaulted with this Mortgage, the First Substitute Property Mortgage and the Second Substitute Property Mortgage.”

(dd) Section 45(ii)(E)(1) of the Original Mortgage is hereby deleted in its entirety and the following language substituted in place thereof:

“(1) the fair market value of the Replaced Property as of the first date on which such Replaced Property became subject to the Lien of this Mortgage, the First Substitute Property Mortgage or the Second Substitute Property Mortgage, and”

(ee) Section 45(iii)(C) of the Original Mortgage is hereby deleted in its entirety and the following language substituted in place thereof:

“(C) delivery to Beneficiary of an Opinion of Counsel opining as to the enforceability of the Substitute Mortgage with respect to the Substitute Property in substantially the same form and substance as the opinion concerning enforceability originally delivered at the Closing Date (or on the date the Replaced Property first became subject to the Lien of this Mortgage, the First Substitute Property Mortgage or the Second Substitute Property Mortgage) in connection with the Replaced Property, with reasonable allowance for variations in applicable state law together with a Nondisqualification Opinion and a Tax Opinion;”

(ff) Section 45(iii)(H)(1) of the Original Mortgage is hereby deleted in its entirety and the following language substituted in place thereof:

“(1) a Substitute Mortgage and amendments to this Mortgage, the First Substitute Property Mortgage, and the Second Substitute Property Mortgage, or amendments to this Mortgage, the First Substitute Property Mortgage, and the Second Substitute Property Mortgage, in either instance, duly executed and acknowledged by Grantor;”

(gg) Section 45(iii)(H)(2) of the Original Mortgage is hereby deleted in its entirety and the following language substituted in place thereof:

“(2) a substitute assignment of leases and rents with respect to the Substitute Property or amendments to the Assignment of Leases, the First Substitute Property Assignment of Leases and the Second Substitute Property Assignment of Leases, in either instance, duly executed by Grantor, assigning and transferring to Beneficiary a first priority security interest in all rents, revenues, issues, profits and proceeds arising under the Leases relating to the Substitute Property, subject to the Permitted Encumbrances;”

(hh) Section 45(iii)(H)(3) of the Original Mortgage is hereby deleted in its entirety and the following language substituted in place thereof:

“(3) a title insurance policy issued by the Title Company or another title insurance company reasonably acceptable to

Beneficiary in an amount equal to the Allocated Loan Amount (so long as a "tie-in" endorsement shall be available, otherwise in the amount of 125% of the Allocated Loan Amount) containing such affirmative coverage reasonably acceptable to Beneficiary available at commercially reasonable rates insuring that the Substitute Mortgage creates a valid first lien on Grantor's fee title in the Substitute Property or if the substitution is accomplished in whole or in part by the modification of this Mortgage, the First Substitute Property Mortgage and/or the Second Substitute Property Mortgage, an endorsement to the original title policy insuring each such mortgage and an original title insurance policy endorsement, if available at a nominal cost (without additional premium), insuring that Beneficiary's perfected first priority interest in and to the other Properties in the Trust Estate is unaffected by such modification;"

(ii) Section 45(iii)(H)(4) of the Original Mortgage is hereby amended by deleting the last clause thereof stating "Grantor shall deliver on the Closing Date evidence of flood insurance" and substituting the following language in place thereof: "Grantor shall deliver on or before the date on which the closing of the substitution shall occur evidence of flood insurance".

(jj) Section 46(b)(vi) of the Original Mortgage is hereby amended by deleting clause (A) thereof in its entirety and substituting the following language in place thereof:

"(A) an Opinion of Counsel in form satisfactory to Lender, stating, among other things, that Beneficiary has a perfected first priority security interest in the Defeasance Collateral,"

(kk) Section 63 of the Original Mortgage is hereby amended by deleting the reference contained therein to "this Section 64" and substituting the following language in place thereof: "this Section 63".

(ll) The Original Mortgage is hereby amended by adding the following thereto as Section 65 thereof:

"65. Relation to the First Substitute Property Mortgage and the Second Substitute Property Mortgage. Without limiting any other provision contained herein, the terms and conditions hereof shall be in addition to and not in limitation or in lieu of the terms and conditions of the First Substitute Property Mortgage and the Second Substitute Property Mortgage."

(mm) Exhibit A of the Original Mortgage entitled "Legal Description of Properties" is hereby deleted in its entirety and the Schedule attached to this Second Amendment as Schedule 1 substituted in place thereof.

(nn) Exhibits A-1 - A-18 of the Original Mortgage are hereby deleted in their entirety and the Schedule attached to this Second Amendment as Schedule 2 substituted in place thereof.

(oo) Exhibit B of the Original Mortgage entitled "Environmental Reports" is hereby deleted in its entirety and the Schedule attached to this Second Amendment as Schedule 3 substituted in place thereof.

(pp) Exhibit C of the Original Mortgage entitled "Subordination, Non Disturbance and Attornment Agreement" is hereby deleted in its entirety and the Schedule attached to this Second Amendment as Schedule 4 substituted in place thereof.

(qq) Schedule 1 of the Original Mortgage entitled "Allocated Loan Amounts" is hereby deleted in its entirety and the Schedule attached to this Second Amendment as Schedule 5 substituted in place thereof.

(rr) Schedule 5 of the Original Mortgage entitled "Specified Properties" is hereby deleted in its entirety and the Schedule attached to this Second Amendment as Schedule 6 substituted in place thereof.

2. **No Amendment to Original Mortgage.** Except as expressly set forth in this Second Amendment, the Original Mortgage shall remain unmodified and in full force and effect. In the event of any conflict, ambiguity or inconsistency between the terms and provisions of this Second Amendment and the terms and provisions of the Original Mortgage, the terms and provisions of this Second Amendment shall govern and control

3. **Representations and Warranties.**

(a) Grantor represents and warrants that as of the Effective Date:

(i) Grantor has full power and authority to execute, deliver and perform all of its obligations under this Second Amendment. This Second Amendment has been duly and validly authorized, executed and delivered by Grantor and constitutes the legally valid, binding and enforceable obligation of Grantor which has not and will not constitute a breach or default under any material agreement, court order, judgment or law by or under which Grantor is bound or may be affected;

(ii) The Original Mortgage is unmodified, except to the extent set forth herein, is in full force and effect and is binding upon Grantor in accordance with its terms;

(iii) No Event of Default or, to Grantor's knowledge, event which with the giving of notice or the passage of time, or both, would constitute an Event of Default, exists under the Original Mortgage; and

(iv) Beneficiary is not in default in the performance of any of its obligations under the Original Mortgage and Grantor has no defense, counterclaim or right of setoff with respect to the obligations of Grantor under the Original Mortgage.

4. **Governing Law.** This Second Amendment shall be governed by and construed in accordance with the laws of the State of New York.

5. **No Oral Modification.** This Second Amendment may not be amended, cancelled, discharged, extended or modified except in writing executed by all of the parties hereto.

6. **Counterparts.** This Second Amendment may be executed in counterparts, all of which executed counterparts shall together constitute a single document. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

7. **Waiver of Jury Trial.** GRANTOR HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE NOTES, THE MORTGAGE, THIS SECOND AMENDMENT, OR ANY OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY GRANTOR, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. BENEFICIARY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY GRANTOR.

[Signatures Commence on Following Page]

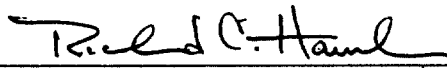
IN WITNESS WHEREOF, this Second Amendment has been duly executed by Grantor on the date first hereinabove written.

**GRANTOR:**

Signed and Acknowledged in the presence of:



Print Name: Philip L. Kiarka



Print Name: RICHARD C. HAMLIN

Signed and Acknowledged in the presence of:



Print Name: Philip L. Kiarka



Print Name: RICHARD C. HAMLIN

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

By: LXP I, Inc.,  
Its General Partner



Name: RICHARD J. ROUSE

Title: VICE PRESIDENT

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

By: LXP II, Inc.,  
Its General Partner



Name: RICHARD J. ROUSE

Title: VICE PRESIDENT

[Signatures Continue on Following Page]

13683

Signed and Acknowledged in the presence of:

LASALLE BANK NATIONAL  
ASSOCIATION (FORMERLY KNOWN AS  
LASALLE NATIONAL BANK),  
as Trustee under Trust and Servicing Agreement  
dated May 19, 1995 for LXP FUNDING CORP.  
Commercial Mortgage Pass-Through  
Certificates

By: PACIFIC LIFE INSURANCE  
COMPANY,  
its Attorney-In-Fact

Kim Garrett  
Print Name: KIM GARRETT

Kileen Stephenson  
Print Name: Kileen Stephenson

By: Wendy Balden  
Name: WENDY BALDEN  
Title: ASST. VICE PRESIDENT

Kim Garrett  
Print Name: KIM GARRETT


Kileen Stephenson  
Print Name: Kileen Stephenson

By: Janine Stallings  
Name: Janine Stallings  
Title: Assistant Secretary

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

On this 6<sup>th</sup> day of February, 2002, before me, the undersigned officer, personally appeared RICHARD J. ROUSE, personally known to me and, upon oath, did depose and say that he resides at 185 Bay Ave, Huntington, NY, that he is the VICE PRESIDENT of LXP I, INC., a Delaware corporation (the "Corporation"), the sole 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 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  
 State of \_\_\_\_\_  
 DIANNE R. SMITH  
 Notary Public, State of New York  
 No. 0000000000  
 Qualified in Queens County  
 Certificate Filed in New York County  
 Commission Expires June 20, 2002  
 My Commission Expires \_\_\_\_\_

NOTARIAL SEAL

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

On this 6<sup>th</sup> day of February, 2002, before me, the undersigned officer, personally appeared RICHARD J. ROUSE, personally known to me and, upon oath, did depose and say that he resides at 185 Bay Ave, Huntington, NY, that he is the VICE PRESIDENT of LXP II, INC., a Delaware corporation (the "Corporation"), the sole 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 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.

*Dianne R. Smith*  
 Notary Public  
 State of DIANE R. SMITH  
 Notary Public, New York  
 No. 44-1-1239  
 Qualified in Queens County  
 Commission Expires June 20, 2002

NOTARIAL SEAL

State of California)

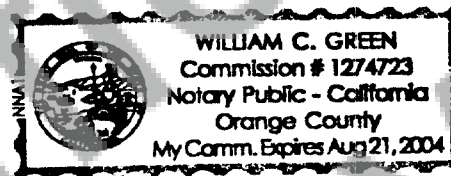
County of Orange)

On February 11, 2002, before me, William C. Green, a Notary Public, personally appeared Wendy Balden and Janine Stallings, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and Official Seal.

*William C. Green*

Notary Public in and for said State  
William C. Green



(Notary's Original Signature is in Blue Ink)

**OPTIONAL**

Though law does not require the information below, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: SECOND AMENDMENT TO INDENTURE OF MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF LEASES, RENTS AND SECURITY DEPOSITS by and among LXP I, L.P. and LXP II, L.P. LASALLE BANK NATIONAL ASSOCIATION (FORMERLY KNOWN AS LASALLE NATIONAL BANK), AS TRUSTEE UNDER TRUST AND SECURITY AGREEMENT DATED MAY 19, 1995 FOR LXP FUNDING CORP. COMMERCIAL MORTGAGE PASS-THROUGH.

**Capacities Claimed by Signers:**

Signer's Name: Wendy Balden  
Title: Assistant Vice President

Signer's Name: Janine Stallings  
Title: Assistant Secretary

State of California)

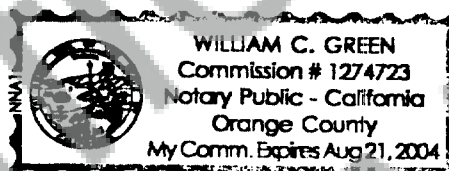
County of Orange)

On February 11, 2002, before me, William C. Green, a Notary Public, personally appeared Wendy Balden and Janine Stallings, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and Official Seal.

William C. Green

Notary Public in and for said State  
William C. Green



(Notary's Original Signature is in Blue Ink)

#### OPTIONAL

Though law does not require the information below, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

#### **Description of Attached Document**

Title or Type of Document: SECOND AMENDMENT TO INDENTURE OF MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF LEASES, RENTS AND SECURITY DEPOSITS by and among LXP I, L.P. and LXP II, L.P. LASALLE BANK NATIONAL ASSOCIATION (FORMERLY KNOWN AS LASALLE NATIONAL BANK), AS TRUSTEE UNDER TRUST AND SECURITY AGREEMENT DATED MAY 19, 1995 FOR LXP FUNDING CORP. COMMERCIAL MORTGAGE PASS-THROUGH.

#### **Capacities Claimed by Signers:**

Signer's Name: Wendy Balden  
Title: Assistant Vice President

Signer's Name: Janine Stallings  
Title: Assistant Secretary

**SCHEDULE 1-A**

**Substitute Property**

Unofficial  
Copy

EXHIBIT A

13689

LEGAL DESCRIPTION OF PROPERTIES

ADDRESS: 187 Spicer Drive  
Gordonsville, Tennessee

COUNTY: Smith County

ASSESS. PARCEL #: Map 70 - 39.08

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

Being a parcel of land in the city of Gordonsville, Fifteenth Civil District, Smith County, Tennessee, located in the northwesterly quadrant of the intersection of Spicer Drive and the CSX Transportation Railroad, being Lot No. 8 as shown on the Plan of Smith County Industrial Park as of record in Plat Book 3, Page 47, and a part of Lots 7 & 8 as shown on the Plan of Industrial Park-Young Site as of record in Plat Book 3, Page 8, R.O.S.C. and being more particularly described as follows:

**BEGINNING** at a point of intersection of the westerly right-of-way line of Spicer Drive and the northerly right-of-way line of CSX Transportation Railroad;

**THENCE**, with said northerly right-of-way line the following calls:

N 76 degrees 01' 50" W 130.19 feet to a point;  
N 75 degrees 56' 50" W 263.18 feet to a point;  
N 72 degrees 41' 20" W 78.00 feet to a point;  
N 66 degrees 13' 50" W 215.40 feet to a point;  
N 63 degrees 10' 20" W 623.82 feet to a point in the center of Mulherrin Creek;

**THENCE**, with the center of said Creek N 39 degrees 21' 00" E. 842.12 feet to a point;

**THENCE**, leaving the center of said creek with the southerly line of property conveyed to Smith County Coatings by deed of record in Book 122, Page 166, R.O.S.C. and the remaining southerly line of property conveyed to Alex Richmond by deed of record in Book 113, page 416, R.O.S.C., S 63 degrees 37' 33" E 820.48 feet to a point;

**THENCE**, leaving said line with the westerly line of a right-of-way conveyed to Smith County, Tennessee by deed of record in Book 121, page 176, R.O.S.C the following calls:

S 26 degrees 22' 27" W 60.00 feet to a point;  
S 63 degrees 37' 33" E 100.00 feet to a point;  
S 15 degrees 58' 00" W 198.52 feet to a point;  
S 05 degrees 50' 49" W 148.84 feet to a point in the westerly right-of-way line of Spicer Drive;

(continued on next page)

13690

ADDRESS: 187 Spicer Drive  
Gordonsville, Tennessee

COUNTY: Smith County

ASSESS. PARCEL #: Map 70 - 39.08

(continued from previous page)

**THENCE, with said right-of-way line the following calls:**

With a curve to the left 66.94 feet to a point, said curve having central angle of 56 degrees 24' 03", a radius of 68.00 feet, a tangent of 36.46 feet and a chord of S 05 degrees 43" 08" W 64.27 feet;

With a curve to the right 77.64 feet to a point, said curve having a central angle of 37 degrees 04' 08", a radius of 120.00 feet, a tangent of 40.23 feet, a chord of S 03 degrees 56' 47" E 76.29 feet;

N 75 degrees 24' 40" W 10.00 feet to a point;  
S 14 degrees 35' 20" W 45.00 feet to a point;  
S 75 degrees 24' 40" E 10.00 feet to a point;  
S 14 degrees 35' 20" W 158.00 feet to the point of beginning.

Containing 884,204 square feet or 20.30 acres more or less.

13691

**SCHEDULE 1-B**

**Replaced Property**

Unofficial  
Copy

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 15, 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 15, 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 30.00 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

**SCHEDULE 1**

**Exhibit A to the Original Mortgage**

**Legal Description of Properties**

Unofficial  
Copy

EXHIBIT A

## LEGAL DESCRIPTION OF PROPERTIES

ADDRESS: 187 Spicer Drive  
Gordonsville, Tennessee

COUNTY: Smith County

ASSESS. PARCEL #: Map 70 - 39.08

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

Being a parcel of land in the city of Gordonsville, Fifteenth Civil District, Smith County, Tennessee, located in the northwesterly quadrant of the intersection of Spicer Drive and the CSX Transportation Railroad, being Lot No. 8 as shown on the Plan of Smith County Industrial Park as of record in Plat Book 3, Page 47, and a part of Lots 7 & 8 as shown on the Plan of Industrial Park-Young Site as of record in Plat Book 3, Page 8, R.O.S.C. and being more particularly described as follows:

**BEGINNING** at a point of intersection of the westerly right-of-way line of Spicer Drive and the northerly right-of-way line of CSX Transportation Railroad;

**THENCE**, with said northerly right-of-way line the following calls:

N 76 degrees 01' 50" W 130.19 feet to a point;  
N 75 degrees 56' 50" W 263.18 feet to a point;  
N 72 degrees 41' 20" W 78.00 feet to a point;  
N 66 degrees 13' 50" W 215.40 feet to a point;  
N 63 degrees 10' 20" W 623.82 feet to a point in the center of Mulherrin Creek;

**THENCE**, with the center of said Creek N 39 degrees 21' 00" E. 842.12 feet to a point;

**THENCE**, leaving the center of said creek with the southerly line of property conveyed to Smith County Coatings by deed of record in Book 122, Page 166, R.O.S.C. and the remaining southerly line of property conveyed to Alex Richmond by deed of record in Book 113, page 416, R.O.S.C., S 63 degrees 37' 33" E 820.48 feet to a point;

**THENCE**, leaving said line with the westerly line of a right-of-way conveyed to Smith County, Tennessee by deed of record in Book 121, page 176, R.O.S.C the following calls:

S 26 degrees 22' 27" W 60.00 feet to a point;  
S 63 degrees 37' 33" E 100.00 feet to a point;  
S 15 degrees 58' 00" W 198.52 feet to a point;  
S 05 degrees 50' 49" W 148.84 feet to a point in the westerly right-of-way line of Spicer Drive;

(continued on next page)

ADDRESS:

187 Spicer Drive  
Gordonsville, Tennessee

**13696**

COUNTY:

Smith County

ASSESS. PARCEL #:

Map 70 - 39.08

(continued from previous page)

**THENCE, with said right-of-way line the following calls:**

**With a curve to the left 66.94 feet to a point, said curve having central angle of 56 degrees 24' 03", a radius of 68.00 feet, a tangent of 36.46 feet and a chord of S 05 degrees 43" 08" W 64.27 feet;**

**With a curve to the right 77.64 feet to a point, said curve having a central angle of 37 degrees 04' 08", a radius of 120.00 feet, a tangent of 40.23 feet, a chord of S 03 degrees 56' 47" E 76.29 feet;**

**N 75 degrees 24' 40" W 10.00 feet to a point;  
S 14 degrees 35' 20" W 45.00 feet to a point;  
S 75 degrees 24' 40" E 10.00 feet to a point;  
S 14 degrees 35' 20" W 158.00 feet to the point of beginning.**

**Containing 884,204 square feet or 20.30 acres more or less.**

13697

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, situate, 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.

13698

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

(continued 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 INSTRUMENT RECORDED AS DOCUMENT 86363613 IN COOK COUNTY, ILLINOIS.

(continued on next page)

13700

ADDRESS: 5917 South LaGrange Road  
COUNTY: Countryside, Illinois  
P.I.N.: Cook County  
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.

13701

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, situate, 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  $1^{\circ} 32' 50''$  East, 602.70 feet to the Northeast corner of said Lot 9; thence South  $88^{\circ} 58' 10''$  East, 300 feet; thence South  $1^{\circ} 32' 50''$  West, 605.4 feet; thence North  $88^{\circ} 27' 10''$  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.

13703

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 7.13, 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);

(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

(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 7.13 and 7.10; thence

(continued on next page)

ADDRESS:1160 White Horse Road  
Voorhees, New JerseyCITY:

Camden County

ADDRESS - PARCEL #:Title TO 31087, Block 130.13,  
Lot 7.10

continued from previous page:

(1) along the division line between Lots 7.15 and 7.16, North 49 degrees 15 minutes 10 seconds West, a distance of 125.00 feet to a point and common corner to said Lots; thence

(2) 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

(3) 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, 1983, recorded November 20, 1983 in Deed Book 4092 Page 873.

13705

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, situate, 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. 13R-1 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 Northeastly 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) Northwestly 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 Southwestly corner of Easement No. 1, the Northwestly corner of Easement No. 2, and the Northeastly corner of Easement No. 3 form a common corner which is at the point of beginning of the above described parcel.

13710

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.

13711

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 58°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, situate, 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 30' ROW); thence along the Western right-of-way of Linden Street South 39 degrees 27 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 98.30 feet to a point; thence along Berkshire Lane and lands now or late of Paul R. Morrison South 40 degrees 33 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 373.67 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 89.31 feet to a point; thence along same North 47 degrees 00 minutes 36 seconds East, a distance of 388.46 feet to a point, the place of BEGINNING.

Containing 29.000 acres.

(continued on next page)

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

(continued from previous page)

**SUBJECT ALSO to:**

1. Conditions as in Plan by Whitlock and Hartman, Plan Book 47-78.
2. Agreement to Paul V. Hertzler and Carol B. Hertzler as in Misc. Book 239 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 35 and Misc. Book 204, Page 336, 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 8-10 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 LIP I, L.P. by Quitclaim Deed dated May 19, 1995 from Laperca Corporate Income Fund, L.P. of record in Book \_\_\_\_, Page \_\_\_\_, Register's Office for Shelby County, Tennessee.

ADDRESS: 200 Southington Executive Park  
 Southington, Connecticut  
COUNTY: Hartford County  
ASSESS. PARCEL #:

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

That certain piece or parcel of land, with the improvements thereon and appurtenances thereto, situated on the west side of West Street in the Town of Southington, County of Hartford, and State of Connecticut, being shown and designated as Lot No. 2 on a certain map or plan entitled "Map Prepared for The United States Life Insurance Company in the City of New York, Southington, Conn. April 10, 1984. Scale - 1"=40' Rev. April 13, 1984" Certified by Robert E. Cole Surveyor 6847 Reg. No., which map or plan is on file in the Southington Town Clerk's office in Drawer 15, Map 15, reference to which is hereby made, and being more particularly bounded and described as follows:

Beginning at a point at the intersection of the west line of West Street (Connecticut Route No. 229) and the south line of Executive Boulevard North; thence the following two courses and distances along the west line of West Street: S 00° 53' 51" E 322.50 feet to a point; and S 00° 58' 09" W 40.83 feet to a point; thence the following three courses along the north line of Executive Boulevard South: along a curve to the right with a radius of 50.00 feet south and west 72.38 feet to a point; S 83° 54' 19" W 349.02 feet to a point; and along a curve to the left with a radius of 310.00 feet west and south 369.13 feet to a point; thence the following three courses and distances along other land of The United States Life Insurance Company in the City of New York: S 83° 54' 19" W 276.12 feet to a point; N 06° 06' 41" W 676.00 feet to a point; and N 83° 54' 19" E 132.40 feet to a point at the southwest corner of Executive Boulevard North; thence continuing N 83° 54' 19" E along the south line of Executive Boulevard North 817.15 feet to a point; thence along a curve to the right with a radius of 50.00 feet along the south line of Executive Boulevard North 83.00 feet to the point of beginning.

#### II. EASEMENT RIGHTS

A. Road Easements: Together with an easement and right-of-way, in common with others, for the benefit of the property described above as Lot No. 2 in, over, under, and through the property described below as Road Easement Area No. 1 and Road Easement Area No. 2 (collectively, "Executive Boulevard") for use for all purposes for which a public highway may be used, including vehicular and pedestrian ingress and egress to and from West Street and Lot No. 2 and installation, maintenance, repair, reconstruction, replacement, and operation of sewer and all other utility pipes, wires, and other facilities and services. Said easement and right of way shall apply to any future extension of Executive Boulevard for use as a public highway. All of said easements and rights-of-way created under this paragraph shall terminate upon the dedication and acceptance of Executive Boulevard as a public highway to and by the Town of Southington.

Road Easement Area No. 1 - EXECUTIVE BOULEVARD NORTH: That certain piece or parcel of land in the Town of Southington, County of Hartford, and State of Connecticut, being shown and designated as "Executive Boulevard North" on the aforesaid map, and being bounded and described as follows:

Beginning at a point in the west line of West Street, which point is the northeast corner of Lot No. 2 and the southeast corner of the within described parcel; thence the following two courses and distances along Lot No. 2: along a curve to the left with a radius of 50.00 feet northwest and west 83.08 feet to a point; and S 83° 54' 19" W 817.15 feet to a point; thence the following two courses and distances along other land of The United States Life Insurance Company in the City of New York: N 06° 05' 41" W 60.00 feet to a point; and N 83° 54' 19" E 878.29 feet to a point in the west line of West Street; thence the following two courses and distances along the west line of West Street: along a curve to the right with a chord bearing of S 00° 43' 12" W and a radius of 3776.53 feet 32.76 feet to a point; and S 00° 53' 51" E along West Street 82.34 feet to the point of beginning; and including that certain portion of land adjacent thereto and shown as "temporary cul-de-sac" on said map, until such time as Executive Boulevard North has been extended.

Road Easement Area No. 2 - EXECUTIVE BOULEVARD SOUTH: That certain piece or parcel of land in the Town of Southington, County of Hartford, and State of Connecticut, being shown and designated as "Executive Boulevard South" on the aforesaid map, and being bounded and described as follows:

Beginning at a point in the west line of West Street, which point is the southeast corner of Lot No. 2 and the northeast corner of the parcel herein described; thence S 00° 58' 09" W along the west line of West Street 161.22 feet to a point; thence the following four courses and distances along other land of The United States Life Insurance Company in the City of New York: along a curve to the left with a radius of 50.00 feet northwest and west 84.70 feet to a point; S 83° 54' 19" W 329.19 feet to a point; southwest and south along a curve to the left with a radius of 250.00 feet 297.69 feet to a point; and N 74° 19' 10" W 60.00 feet to a point; thence along Lot No. 2 the following three courses and distances: along a curve to the right with a radius of 310.00 feet northeast and east 369.13 feet to a point; N 83° 54' 19" E 349.02 feet to a point; and along a curve to the left with a radius of 50.00 feet, northeast and north 72.38 feet to the point of beginning; and including that certain portion of land adjacent thereto and shown as "temporary cul-de-sac" on said map, until such time as Executive Boulevard South has been extended.

B. Storm Water Drainage Easements: Together with an easement, in common with others, for the benefit of the property described above as Lot No. 2 (n, over, under, and through those three certain pieces or parcels of land described below as Drainage Easement Area No. 1, Drainage Easement Area No. 2, and Drainage Easement Area No. 3 for the right to install and maintain pipes and other facilities for storm water drainage and the right to discharge water on the surface thereof and to flow water thereon and west therefrom and the right to maintain any pipes, ponds, spillways, or other facilities with regard to such flow. The Grantor reserves the right at its cost to relocate the

easement areas described herein, provided it conveys substitute easements comparable to the easements to be released and at its cost constructs storm water drainage facilities of capacity comparable to those existing in the easement areas to be released.

Drainage Easement Area No. 1: That certain piece or parcel of land situated on the west side of West Street in the Town of Southington, County of Hartford, and State of Connecticut, being shown and designated as "Drainage Easement Area with Right-to-Flow" on the aforesaid map, and being bounded and described as follows:

Beginning at a point at the northwest corner of the property described above as Lot No. 2; thence S 06° 05' 41" E along Lot No. 2 20.00 feet to a point; thence the following three courses and distances along land of The United States Life Insurance Company in the City of New York: S 83° 54' 19" W 100.00 feet to a point; N 06° 05' 41" W 20.00 feet to a point; and N 83° 54' 19" E (along an area shown on the aforesaid map as "30' Drainage Easement to be Deeded to the Town of Southington"; 100.00 feet to the point of beginning.

Drainage Easement Area No. 2: That certain piece or parcel of land situated on the west side of West Street in the Town of Southington, County of Hartford, and State of Connecticut, being shown and designated as "Drainage Easement Area with Right-to-Flow" on the aforesaid map, and being bounded and described as follows:

Beginning at a point in the west line of the property described above as Lot No. 2, which point is 250.00 feet S 06° 05' 41" E of the northwest corner of Lot No. 2; thence S 06° 05' 41" E along Lot No. 2 250.00 feet to a point; thence the following three courses and distances along land of The United States Life Insurance Company in the City of New York: S 83° 54' 19" W 200.00 feet to a point; N 06° 05' 41" W 250.00 feet to a point; and N 83° 54' 19" E 200.00 feet to the point of beginning.

Drainage Easement Area No. 3: That certain piece or parcel of land situated on the west side of West Street in the Town of Southington, County of Hartford, and State of Connecticut, being a portion of the area shown and designated as "20' Drainage Easement to be Deeded to the Town of Southington" on the aforesaid map, and being bounded and described as follows:

Beginning at a point at the southwest corner of the property described above as Lot No. 2; thence running the following three courses and distances along land of The United States Life Insurance Company in the City of New York: S 83° 54' 19" W 145.00 feet to a point; N 06° 05' 41" W 20.0 feet to a point; and N 83° 54' 19" E 145.00 feet to a point in the west line of Lot No. 2; thence S 06° 05' 41" E along the west line of Lot No. 2 20.0 feet to the point of beginning.

ADDRESS: 2280 Northeast Drive  
Waterloo, Iowa  
COUNTY: Black Hawk County  
ASSESS. PARCEL #:

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

The South 1,427.65 feet of Lot No. 1 in Northeast Industrial Park Plat No. 1, Waterloo, Black Hawk County, Iowa;

Together with non-exclusive easement rights contained in Building Easement Agreement dated January 22, 1997, filed February 14, 1997 in 14 Eas 98, Black Hawk County Records, as amended by Amendment to Building Easement Agreement dated September 16, 1997, filed November 5, 1997 in 14 Eas 401, Black Hawk County Records.

ADDRESS: 450 Stern Street  
Oberlin, Ohio  
COUNTY: Lorain County  
ASSESS. PARCEL #:

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

Parcel No. 1:

Situated in the Township of Russia, City of Oberlin, County of Lorain and State of Ohio: and being a part of Original Lot No. 77 of said Township, bounded and described as follows:

Beginning at a point in the centerline of Oberlin Road, said point being the Northeastly corner of Original Lot No. 77:

Thence in the centerline of Oberlin Road and the Easterly line of Original Lot No. 77, South 01 deg. 21' 47" West a distance of 401.08 feet to a point, said point being the true place of beginning:

Thence North 89 deg. 27' 30" West a distance of 280.00 feet to a point:

Thence North 01 deg. 21' 47" East, a distance of 399.66 feet to a point, said point being in the Northerly line of Original Lot No. 77:

Thence North 89 deg. 44' 56" West in the Northerly line of Original Lot No. 77, a distance of 654.68 feet to a point, said point being the Northeastly corner of land conveyed to the City of Oberlin by deed recorded in Deed Volume 1208, Page 228 of the Lorain County Record of Deeds and also being in the Northerly line of Original Lot No. 77:

Thence in the Easterly line of land so conveyed to the City of Oberlin, South 01 deg. 22' 30" West a distance of 856.34 feet to an iron pin found at the Southeastly corner of land so conveyed to the City of Oberlin, said point also being the Northeastly corner of land conveyed to William Feather, Jr. by deed recorded in Deed Volume 1289, Page 348 of the Lorain County Record of Deeds;

Thence South 89 deg. 27' 30" East a distance of 654.80 feet to a point;

Thence North 01 deg. 21' 47" East a distance of 400.00 feet to a point;

Thence South 89 deg. 27' 30" East a distance of 280.00 feet to a point in the centerline of Oberlin Road and the easterly line of Original Lot No. 77:

Thence in the centerline of Oberlin Road and the Easterly line of Original Lot No. 77, North 1 deg. 21' 47" East, a distance of 60 feet to the place of beginning:

Containing within said bounds 13.28 acres of land, be the same more or less, but subject to all legal highways.

## Parcel No. 2:

Situated in the City of Oberlin, County of Lorain, State of Ohio, being known as all of Sublot No. 5 in Stern Street Subdivision No. 2, a re-subdivision of part of Sublot No. 2 and all of Sublot Nos. 3 and 4, and part of Stern Street as vacated by Ordinance No. 95-31 said resubdivided parcels in the plat of Stern Street Subdivision as recorded in Volume 54, Page 33 of Lorain County Plat Records, and more definitely described as follows:

Beginning in the Northwestern corner of Sublot No. 2 in Stern Street Subdivision recorded as aforesaid:

Thence South 89 deg. 35' 30" East in the northerly line of Sublot No. 2, a distance of 197.37 feet to the northwesterly corner of said Sublot No. 5; said point is the principal place of beginning;

Thence continuing South 89 deg. 35' 30" East in the northerly line of said Sublot No. 5, a distance of 348.46 feet to the northeasterly corner of Stern Street Subdivision No. 2;

Thence South 1 deg. 22' 30" West in the easterly line of Stern Street Subdivision No. 2 a distance of 856.35 feet to the southeasterly corner of said Subdivision;

Thence North 89 deg. 27' 30" West in the southerly line of Stern Street Subdivision No. 2, a distance of 314.53 feet to a point;

Thence North 76 deg. 52' 24" West in the southerly line of Stern Street Subdivision No. 2, a distance of 29.59 feet to the southwesterly corner of Sublot No. 5 in said subdivision;

Thence North 1 deg. 02' 30" East in the westerly line of Sublot No. 5, a distance of 849.03 feet to the principal place of beginning;

Enclosing a parcel containing 6.7953 acres, but subject to all legal highways.

**SCHEDULE 2****EXHIBITS A-1 - A-18 of the Original Mortgage**

1. Lease Agreement dated as of December 19, 1993 by and between Shannon Properties, Inc. as lessor ("Shannon"), and Dana Corporation Universal Joint Division, as lessee, as amended by that certain Amendment to Lease dated as of May 15, 1992, by and between Corporate Realty Income Trust I, as successor-in-interest to Shannon ("CREIT") and Dana Corporation, as assigned with respect to the interests of lessor pursuant to that certain Assignment of Lease dated as of September 15, 1992 by and between Shannon, as assignor, and CREIT, as assignee, as further assigned with respect to the interests of lessor by that certain Assignment of Lease dated as of February \_\_, 2002, by and between Lexington Corporate Properties Trust, as successor by merger to CREIT, as assignor, and LXP I, L.P., as assignee, as assigned with respect to the interests of lessee by that certain Lease Assignment and Assumption Agreement dated as of December 31, 2000 by and between Dana Corporation, as assignor, and Spicer Driveshaft Assembly, Inc., assignee.
2. Intentionally Omitted.
3. Agreement of Lease dated October 28, 1988, between LXP II, L.P. (successor in interest to Lepercq Corporate Income Fund II L.P.), as landlord, and Circuit City Stores West Coast, Inc. (successor in interest to Circuit City Stores, Inc.), as tenant, as amended by First Amendment to Agreement of Lease dated December 29, 1988, with respect to the premises located at 7272 55th Street, Sacramento, California.
4. Lease Agreement dated July 13, 1987, between LXP I, L.P. (successor in interest to WS Partners), as landlord, and Chicago Health Clubs, Inc., as tenant, as amended by Letter Agreement dated July 13, 1987, with respect to the premises located at 5917 South LaGrange Road, Countryside, Illinois.
5. Indenture of Lease dated August 18, 1987, between LXP I, L.P. (successor in interest to Lepercq Corporate Income Fund L.P.), as landlord, and Walker Manufacturing Company, as tenant, with respect to the premises located at 1601 Pratt Avenue, Marshall, Michigan.
6. Indenture of Lease dated August 18, 1987, between LXP I, L.P. (successor in interest to Lepercq Corporate Income Fund L.P.), as landlord, and Walker Manufacturing Company, as tenant, with respect to the premises located at 904 Industrial Road, Marshall, Michigan.
7. Lease Agreement dated July 14, 1987, between LXP I, L.P. (successor in interest to WS Partners), as landlord, and Physical Fitness Centers of Philadelphia, Inc., as tenant, as amended by Letter Agreement dated July \_\_ 1987, with respect to the premises located at 1160 White Horse Road, Voorhees, New Jersey.
8. Agreement of Lease dated December 16, 1988, between LXP II, L.P. (successor in interest to Lepercq Corporate Income Fund II L.P.), as landlord, and Circuit City Stores

West Coast, Inc. (successor in interest to Circuit City Stores, Inc.), as tenant, with respect to the premises located at 5055 West Sahara Avenue, Las Vegas, Nevada.

9. Agreement of Lease dated December 16, 1988, between LXP II, L.P. (successor in interest to Lepercq Corporate Income Fund II L.P.), as landlord, and Circuit City Stores West Coast, Inc. (successor in interest to Circuit City Stores, Inc.), as tenant, with respect to the premises located at 6405 South Virginia Street, Reno, Nevada.
10. Lease Agreement dated August 19, 1987, between LXP I, L.P. (successor in interest to WS Partners), as landlord, and Health & Tennis Corporation of America, as tenant, as amended by Letter Agreement dated July \_\_ 1987, with respect to the premises located at 5801 Bridge Street, DeWitt, New York.
11. Lease dated December 30, 1986, between LXP I, L. P. (successor in interest to Mansfield-Chambers Associates), as landlord, and White Consolidated Industries, Inc. (successor in interest to The Tappan Company), as tenant, with respect to the premises located at 22 Chambers Road, Mansfield, Ohio.
12. Lease Agreement dated March 10, 1988, between LXP II, L.P. (successor in interest to Lepercq Corporate Income Fund II L.P.), as landlord, and Fred Meyer, Inc., as tenant, with respect to 2655 Shasta Way, Klamath Falls, Oregon.
13. Lease dated May 13, 1985, between LXP I, L.P. (successor in interest to Portland Fixture Co.), as landlord, and Fred Meyer, Inc. (successor in interest to Fred Meyer Real Estate Properties, Ltd.), as tenant, with respect to the premises located at Highway 101, Newport, Oregon.
14. Lease dated October 29, 1990, between LXP I, L.P. (successor in interest to Lepercq Corporate Income Fund L.P.), as landlord, and Exel Logistics, Inc. (successor in interest to Dauphin Distribution Services Co.), as tenant, as amended by First Amendment to Lease dated April 30, 1991, and as further amended by Second Amendment to Lease dated March 20, 1992, with respect to the premises located at 6345 Brackbill Boulevard, Mechanicsburg, Pennsylvania.
15. Standard Commercial Lease dated August 29, 1986, between LXP I, L.P. (successor in interest to Vantage-Memphis, Inc.), as landlord, and Federal Express Corporation, as tenant, as amended by four Modifications and Ratifications of Lease dated October 6, 1986, May 15, 1987, February 16, 1988 and April 7, 1994, respectively, with respect to the premises located at 3350 Miac Cove Road, Memphis, Tennessee.
16. Lease Agreement dated September 26, 1983, between LXP I, L.P. (successor in interest to Lepercq Corporate Income Fund, L.P.), as landlord, and Hartford Fire Insurance Company, as tenant, as amended by five (5) Lease Amendments dated October 1, 1984, June 11, 1985, June 24, 1991, November 1, 1991 and August 31, 1994, respectively, with respect to the premises located at 200 Southington Executive Park, Southington, Connecticut.

17. Lease dated October 21, 1996 between LXP I, L.P. (successor in interest to Butler Real Estate, Inc., as landlord, and Ryder Integrated Logistics, Inc., as tenant, with respect to the premises located at 2280 Northeast Drive, Northeast Industrial Park, Waterloo, Iowa 50703.
18. Lease dated December 23, 1996, between LXP I, L.P. (successor in interest to Lexington Corporate Properties, Inc.), as landlord, and Johnson Controls, Inc., as tenant, with respect to the premises located at 450 Sterns Street, Oberlin, Ohio.

**SCHEDULE 3****EXHIBIT B to the Original Mortgage****Environmental Reports**

1. Phase I Environmental Assessment, D&M No: 29440-001-195, dated October 31, 1994, performed by Dames & Moore ("D&M") for premises located at 567 South Riverside Drive, Modesto, California.
2. Intentionally Omitted.
3. Phase I Environmental Assessment, D&M No: 29440-001-195, dated November 3, 1994, performed by D&M and Follow-up Letter Report, dated February 27, 1995 for premises located at 7272 55th Street, Sacramento, California.
4. Phase I Environmental Assessment, D&M No: 29440-001-195, dated November 3, 1994, performed by D&M for premises located at 5917 South LaGrange Road, Countryside, Illinois.
5. Phase I Environmental Assessment, D&M No: 29440-001-195, dated November 7, 1994, performed by D&M for premises located at 1601 Pratt Avenue, Marshall, Michigan.
6. Phase I Environmental Assessment, D&M No: 29440-001-195, dated December 13, 1994, performed by D&M and Follow-up Letter Report, dated February 27, 1995 for premises located at 904 Industrial Road, Marshall, Michigan.
7. Phase I Environmental Assessment, D&M No: 29440-001-195, dated November 3, 1994, performed by D&M for premises located at 1160 White Horse Road, Voorhees, New Jersey.
8. Phase I Environmental Assessment, D&M No: 29440-001-195, dated November 3, 1994, performed by D&M for premises located at 5055 West Sahara Avenue, Las Vegas, Nevada.
9. Phase I Environmental Assessment, D&M No: 29440-001-195, dated November 3, 1994, performed by D&M for premises located at 6405 South Virginia Street, Reno, Nevada.
10. Phase I Environmental Assessment, D&M No: 29440-001-195, dated November 3, 1994, performed by D&M for premises located at 5801 Bridge Street, DeWitt, New York.
11. Phase I Environmental Assessment, D&M No: 29440-001-195, dated November 3, 1994, performed by D&M for premises located at 22 Chambers Road, Mansfield, Ohio.
12. Phase I Environmental Assessment, D&M No: 29440-001-005, dated November 3, 1994, performed by D&M for premises located at 2655 Shasta Way, Kiamath Falls, Oregon.

13. Phase I Environmental Assessment, D&M No: 29440-001-195, dated October 20, 1994, performed by D&M for premises located at 150 NE 20th Street (Highway 101), Newport, Oregon.
14. Phase I Environmental Assessment, D&M No: 29440-001-195, dated November 3, 1994, performed by D&M and Follow-up Letter Report, dated February 27, 1995 for premises located at 6345 Brackbill Boulevard, Hampden Township, Pennsylvania.
15. Phase I Environmental Assessment, D&M No: 29440-001-195, dated November 3, 1994, performed by D&M for premises located at 3350 Miac Cove Road, Memphis, Tennessee.
16. Asbestos Operation and Maintenance Plan, D&M No: 29440-003-195 dated November 4, 1994 for premises in Modesto, California, Marshall, Michigan and Newport, Oregon.(a)
17. Phase I Environmental Site Assessment, D&M No. 29440-030-195, dated April 20, 1998, performed by D&M for premises located at 200 Executive Boulevard, Southington, Connecticut.
18. Phase I Environmental Site Assessment, D&M No. 29440-030- 195, dated April 16, 1998, performed by D&M for premises located at 2280 Northeast Drive, Northeast Industrial Park, Waterloo, Iowa 50703.
19. Phase I Environmental Site Assessment, dated April, 1998, performed by G&T Associates, Inc. for premises located at 450 Sterns Street, Oberlin, Ohio.
20. Phase I Environmental Site Assessment, dated November 20, 2001, performed by EMG for premises located at 187 Spicer Drive, Gordonsville, Tennessee.

**SCHEDULE 4****Exhibit C to the Original Mortgage**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Pacific Life Insurance Company  
700 Newport Center Drive  
Newport Beach, CA 92660  
Attn: V. P. Portfolio Management  
Real Estate Division  
Loan No.: \_\_\_\_\_

Space Above This Line for Recorder's Use

**SUBORDINATION, NON-DISTURBANCE, AND  
ATTORNMEN AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE, AND ATTORNMEN AGREEMENT (this "Agreement") effective as of the \_\_\_\_ day of \_\_\_\_\_, 200\_ by and among LASALLE BANK NATIONAL ASSOCIATION (formerly known as LaSalle National Bank), as Trustee under Trust and Servicing Agreement dated May 19, 1995 for LXP FUNDING CORP. Commercial Mortgage Pass-Through Certificates (together with its successors and assigns, "Lender"), [insert name of tenant], [insert state of incorporation and type of entity] ("Tenant"), and [LXP I, L.P./ LXP II, L.P.], a Delaware limited partnership ("Landlord").

**RECITALS**

- A. Landlord is the owner of those certain premises commonly known as \_\_\_\_\_, more particularly described in Exhibit A attached hereto (the "Real Estate");
- B. Pacific Life Insurance Company and Lexington Mortgage Company (collectively, "Original Lender") made a loan (the "Loan") to Landlord evidenced by four (4) mortgage notes (collectively, the "Note") and secured by (i) that certain Indenture of Mortgage, Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Leases, Rents and Security Deposits dated as of May 19, 1995, executed by the Borrower for the benefit of Original Lender and subsequently assigned to Lender, as amended by (a) that certain Amendment to Indenture of Mortgage, Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Leases, Rents and Security Deposits dated as of May \_\_, 1998 executed by Borrower for the benefit of Lender and (b) that certain Second Amendment to Indenture of Mortgage, Deed of Trust and Security Agreement, Financing Statement, Fixture Filing and Assignment of Leases, Rents and Security Deposits dated as of \_\_\_\_\_, 200[1], executed by Borrower for the benefit of Lender (as amended, the "Original Security Instrument"), (ii) that certain Indenture of Mortgage, Deed of Trust, Security Agreement,

Financing Statement, Fixture Filing and Assignment of Leases, Rents and Security Deposits dated as of May \_\_, 1998, executed by the Borrower for the benefit of Lender (as amended, the "First Substitute Property Security Instrument"), and (iii) that certain Indenture of Mortgage, Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Leases, Rents and Security Deposits dated as of \_\_\_\_\_, 200[1] (as amended, the "Second Substitute Property Security Instrument" and together with the Original Security Instrument and the First Substitute Security Instrument, the "Security Instrument");

C. Original Lender assigned its interest in and under the Security Instrument to Lender pursuant to that certain Trust and Servicing Agreement dated as of May 19, 1995;

D. The Security Instrument constitutes a first lien upon, among other things, the Real Estate and the current and future improvements (the "Improvements") situated thereon (collectively, the "Property"); and

E. Under the terms of that certain Lease (as amended and assigned the "Lease") dated \_\_\_\_\_, \_\_\_\_\_, Landlord's predecessor-in-interest leased to Tenant the Real Estate and the Improvements, or a portion thereof, as more particularly described in the Lease.

NOW THEREFORE, to confirm the legal effect of the Security Instrument and the Lease and, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### AGREEMENTS

1. Subordination. The Lease is and at all times shall be subordinate to the lien and charge of the Security Instrument all terms and conditions contained therein, and to all substitutions, renewals, modifications and amendments thereto the Security Instrument (including, without limitation, any of the foregoing which increase the indebtedness secured thereby). Without limiting the generality of the foregoing, Tenant acknowledges that Lender has a claim superior to Tenant's claim for insurance proceeds, if any, received with respect to the Improvements or the Property.

2. Non-Disturbance. In the event of foreclosure of the Security Instrument (by judicial process, power of sale or otherwise) or conveyance in lieu of foreclosure, which foreclosure, power of sale, or conveyance occurs prior to the expiration date of the Lease, including any extensions and renewals of the Lease now provided thereunder, and so long as Tenant is not in default under any of the terms, covenants and conditions of the Lease beyond any applicable grace or cure period, Lender agrees on behalf of itself, its successors and assigns, and on behalf of any purchaser at such foreclosure ("Purchaser") that Tenant shall not be disturbed in the quiet and peaceful possession of the premises demised under the Lease, subject to the terms and conditions of the Lease.

3. Attornment. In the event of foreclosure of or other execution on the Security Instrument or conveyance in lieu of foreclosure, which foreclosure, execution or conveyance occurs prior to the expiration date of the Lease, including any extensions and renewals of the Lease now provided thereunder, it is agreed that notwithstanding the subordination of the Lease provided for therein above, Tenant shall attorn to Lender or Purchaser and recognize Lender or Purchaser as Tenant's landlord under the Lease, and so long as Tenant is in possession of the premises demised under the Lease and is not in default under any of the terms, covenants and conditions of the Lease beyond any applicable grace or cure period, Lender or Purchaser shall recognize and accept Tenant as its tenant thereunder, whereupon the Lease shall continue, without further agreement, in full force and effect as a direct lease between Lender or Purchaser and Tenant for the remaining term thereof, together with all extensions and renewals now provided thereunder, upon the same terms, covenants and conditions as therein provided, and Lender or Purchaser shall thereafter assume and perform all of Landlord's subsequent obligations, as landlord under the Lease, and Tenant shall thereafter make all rent payments directly to either Lender or Purchaser, as the case may be, subject to the limitations contained in Section 4 and Section 8 below. Such attornment as provided herein shall be self-operative without further aid or execution of further instruments by parties to the Agreement immediately upon Lender or Purchaser succeeding to the interest of Landlord under the Lease.

4. Limitation of Liability. Notwithstanding anything to the contrary contained herein or in the Lease, in the event of foreclosure of or other execution on the Security Instrument (by judicial process, power of sale or otherwise) or conveyance in lieu of foreclosure, which foreclosure, power of sale or conveyance occurs prior to the expiration date of the Lease, including any extensions and renewals of the Lease now provided thereunder, the liability of Lender or Purchaser, as the case may be, shall be limited as set forth in Section 8 below; provided, however, that Lender or Purchaser, as the case may be, shall in no event or to any extent:

(a) be liable to Tenant for any act, omission or default on the part of the original or any other landlord under the Lease and Tenant shall have no right to assert the same or any damages arising therefrom as an offset, claim, defense or deficiency against Lender, Purchaser, or the successors or assigns of any of them;

(b) be liable to Tenant for any payment of rent more than thirty (30) days in advance or any deposit, rental security or any other sums deposited with the original or any other landlord under the Lease and not delivered to Lender;

(c) be bound by any cancellation, surrender, amendment or modification of the Lease not consented to in writing by Lender;

(d) be bound by any warranty or representation of Landlord relating to work performed by Landlord under the Lease;

(e) be liable to Tenant for construction, restoration or repair, or delays in construction, restoration or repair, of the Improvements or the portion thereof leased to Tenant; or

(f) be bound by any purchase option or right of first refusal granted to Tenant under the Lease.

5. Further Documents. The foregoing provisions shall be self-operative and effective without the execution of any further instruments on the part of any party hereto. Tenant agrees, however, to execute and deliver to Lender or to any person to whom Tenant herein agrees to attorn such other instruments as either shall reasonably request in order to confirm said provisions.

6. Notice and Cure. Tenant agrees that if there occurs a default by Landlord under the Lease:

(a) A copy of each notice given to Landlord pursuant to the Lease shall also be given to Lender, and no such notice shall be effective for any purpose under the Lease unless so given to Lender; and

(b) If Landlord shall fail to cure any default within the time prescribed by the Lease (or within a reasonable time if no such time period is provided), Tenant shall give further notice of such default to Lender. Lender shall have an additional thirty (30) days after the expiration of Landlord's cure period (or after the giving of such notice to Lender if no Landlord cure is provided) within which to cure such default (if curable by Lender) or, if such default cannot reasonably be cured within that time, then such additional time as may be necessary if, within the initial thirty (30) day cure period, Lender shall have commenced and shall be diligently pursuing the remedies necessary to cure such default including, without limitation, commencement of foreclosure proceedings or otherwise acquiring title to the Improvements, if necessary to effect such cure. If any default by Landlord is not susceptible of cure by Lender, then the Lease shall remain in full force and effect and Tenant shall have no right to terminate the same so long as Lender performs all of the Landlord's subsequent obligations under the Lease. The foregoing rights to cure a Landlord default shall be exercisable in the sole discretion of Lender, and, Lender shall have no obligation to cure any default by Landlord.

7. Notices. All notices, demands and requests given or required to be given hereunder shall be in writing and shall be deemed to have been properly given when personally served or if sent by U.S. registered or certified mail, postage prepaid, addressed as follows when received:

Lender:	c/o Pacific Life Insurance Company 700 Newport Center Drive Newport Beach, California 92660 Attn: Vice President Portfolio Management Real Estate Division
---------	--

Tenant:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_

Landlord:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_

8. Limitation of Personal Liability. Notwithstanding anything to the contrary herein or in the Lease, if Lender or any Purchaser acquires title to the Property, Lender or Purchaser shall have no obligation, nor incur any liability, beyond the interest, if any, of Lender or Purchaser in the Property and upon any subsequent sale or transfer of the Property by Lender or any Purchaser, Lender and such Purchaser shall be released of and from any and all further duties, liabilities or obligations to Tenant, its successors or assigns arising or accruing under the Lease from and after the date of such sale or transfer. As regards Lender or Purchaser, Tenant shall look solely to the estate or interest owned by Lender or Purchaser in the Property for the payment and discharge of any obligations imposed upon Lender or Purchaser hereunder or under the Lease, and Tenant will not collect or attempt to collect any such judgment out of any other assets of Lender or Purchaser. By executing this Agreement, Landlord specifically acknowledges and agrees that nothing contained in this Section 8 shall impair, limit, affect, lessen, abrogate or otherwise modify the obligations of Landlord to Tenant under the Lease.

9. Payment of Rent. Tenant hereby acknowledges that the Lease and the rents and all other sums due thereunder have been assigned to Lender as security for the Loan evidenced by the Note and secured by the Security Instrument. If Lender notifies Tenant of the occurrence of a default under the Note, Security Instrument or any other document, instrument or agreement evidencing or securing the indebtedness and/or demands that Tenant pay rents and all other sums due or to be become due under the Lease directly to Lender, Tenant shall pay rent and all other sums due under the Lease directly to Lender or as otherwise directed in writing by Lender without the need on the part of Lender to document or otherwise establish any default. Landlord hereby irrevocably authorizes and directs Tenant to make the foregoing payments to Lender upon such notice and demand without the need to inquire of Landlord as to the validity of such notice or any contrary notice or direction from Landlord.

10. Binding Effect. The terms, covenants and conditions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

11. Modification. This Agreement may not be modified orally or in a manner other than by an agreement signed by the parties hereto or their respective successors in interest.

12. Choice of Law. This Agreement shall be governed by the internal law (and not the law of conflicts) of the State in which the Property is located.

13. Counterparts. This Agreement may be executed in two or more counterparts which, when taken together, shall constitute one and the same original.

[Signatures commence on the following page]

WITNESS the due execution of this instrument by the parties hereto the day and year first above written.

LENDER:

LASALLE BANK NATIONAL ASSOCIATION  
(FORMERLY KNOWN AS LASALLE NATIONAL  
BANK), AS TRUSTEE UNDER TRUST AND  
SERVICING AGREEMENT DATED MAY 19,  
1995 FOR LXP FUNDING CORP., COMMERCIAL  
MORTGAGE PASS THROUGH CERTIFICATES

By: Pacific Life Insurance Company,  
its attorney-in-fact

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

[Signatures continue on the following page]

TENANT:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signatures continue on the following page]

Unofficial  
Copy

LANDLORD:

LXP \_\_ L.P., a Delaware limited partnership

By: LXP \_\_, INC., a Delaware corporation, its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 200\_, before me, Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 200\_, before me, Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

EXHIBIT A

Description Of Real Estate

Unofficial  
Copy

**SCHEDULE 5****SCHEDULE 1 to the Original Mortgage****Allocated Loan Amounts**

	<u>Property</u>	<u>Allocated Loan Amount</u>
1.	Circuit City Stores, Inc. Las Vegas, Nevada	\$ 1,897,332
2.	Circuit City Stores, Inc. Reno, Nevada	2,116,255
3.	Circuit City Stores, Inc. Sacramento, California	2,444,640
4.	Dana Corporation Gordonsville, Tennessee	2,189,230
5.	Federal Express Corporation Memphis, Tennessee	6,932,561
6.	Fred Meyer, Inc. Klamath Falls, Oregon	7,297,432
7.	Fred Meyer, Inc. Newport, Oregon	6,421,741
8.	Health & Tennis Corporation of America, Countryside, Illinois	2,481,127
9.	Health & Tennis Corporation of America, Voorhees, New Jersey	3,137,896
10.	Health & Tennis Corporation of America, DeWitt, New York	1,897,332
11.	NFC, plc Mechanicsburg, Pennsylvania	10,581,278
12.	Tenneco, Inc. (Industrial Road) Marshall, Michigan	2,298,691
13.	Tenneco, Inc. (Pratt Ave) Marshall, Michigan	875,692
14.	White Consolidated Industries, Inc.	3,429,793

Mansfield, Ohio

15.	Hartford Fire Insurance Company Southington, Connecticut	9,264,000
16.	Ryder Integrated Logistics, Inc. Waterloo, Iowa	4,288,000
17.	Johnson Controls, Inc. Oberlin, Ohio	2,448,000
	TOTAL	\$70,001,000

**SCHEDULE 6****SCHEDULE 5 to the Original Mortgage****Specified Properties**

1. Intentionally Omitted;
2. The Property located in Countryside, Illinois and currently leased to Chicago Health Clubs, Inc.;
3. The Property located in Voorhees, New Jersey and currently leased to Physical Fitness Centers of Philadelphia, Inc.;
4. The Property located in DeWitt, New York and currently leased to Health & Tennis Corporation of America;
5. Intentionally Omitted;
6. The Property located in Mansfield, Ohio and currently leased to White Consolidated Industries, Inc.;
- 7.-8. The two (2) Properties located in Marshall, Michigan and currently leased to Walker Manufacturing Company;
9. The Property located in Southington, Connecticut and currently leased to Hartford Fire Insurance Company;
10. The Property located in Waterloo, Iowa and currently leased to Ryder Integrated Logistics, Inc.; and
11. The Property located in Oberlin, Ohio and currently leased to Johnson Controls, Inc.