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This document has been redacted to exclude confidential and proprietary information

Exhibit A
Volume 3 of 4

ASSET SALE AGREEMENT

BY AND BETWEEN

COMMONWEALTH EDISON COMPANY

AND

EDISON MISSION ENERGY

AS TO FOSSIL FUEL GENERATING ASSETS

DATED AS OF MARCH 22, 1999

Volume 3 of 4
Exhibits D through L
(includes forms of Power Purchase Agreements)

ASSET SALE AGREEMENT
By and Between
COMMONWEALTH EDISON COMPANY and EDISON MISSION ENERGY
As to Fossil Fuel Generating Assets

Index to Asset Sale Agreement

Document Description		Tab Number
VOLUME 1:		
Asset Sale Agreement		1
Exhibits:		
Exhibit A:	Form of Bill of Sale and Instrument of Assignment	2
Exhibit B-1:	Form of Transmission Facilities Easement	3
Exhibit B-2:	Form of Distribution Facilities Easement	4
Exhibit B-3:	Form of Seller Ingress-Egress and Utility Facilities Easement	5
Exhibit B-4:	Form of Air Rights Easement	6
Exhibit B-5:	Form of Purchaser Ingress-Egress Easement	7
Exhibit B-6:	Form of Frontage Easement	8
Exhibit B-7:	Form of Microwave Facilities Easement	9
Exhibit B-8:	Form of Purchaser Drainage Easement	10
Exhibit B-9:	Form of Emergency Response Training Facility Facilities Easement	11
Exhibit B-10:	Form of Seller Ingress-Egress, Parking and Utility Facilities Easement	12
Exhibit B-11:	Form of Purchaser Foundation Facilities Easement	13
Exhibit B-12:	Form of Purchaser Rail Track Right of Way	14

Exhibit B-13: Form of Purchaser Ingress-Egress Right of Way 15

VOLUME 2:

Exhibit C-1: Form of Facilities, Interconnection and Easement Agreements (Stations) 16

Exhibit C-2: Form of Facilities, Interconnection and Easement Agreements (Peaking Sites) 17

Exhibit C-3: Form of Facilities, Interconnection and Easement Agreement (Sabrooke Peaking Site) 18

VOLUME 3:

Exhibit D: Forms of Grant Deeds 19

Exhibit E: Form of Instrument of Assumption 20

Exhibit F-1: Form of Power Purchase Agreement (Coal-Fired Stations) 21

Exhibit F-2: Form of Power Purchase Agreement (Peaking Units) 22

Exhibit F-3: Form of Power Purchase Agreement (Collins) 23

Exhibit G: Preliminary Title Reports 24

Exhibit H: Form of Tax Reproration Agreements 25

Exhibit I: Form of Opinion of Counsel to Purchaser 26

Exhibit J: Form of Opinion of Counsel to ComEd 27

Exhibit K: Form of Agency Agreement 28

Exhibit L: Form of FIRPTA Affidavit 29

VOLUME 4:

Schedules:

Schedule 1.1:	ComEd Officers and Employees	30
Schedule 1.2:	Purchaser Officers and Employees	31
Schedule 2.1(a):	Transferred Land	32
Schedule 2.1(c):	Specific Permits, Licenses and Variances	33
Schedule 2.1(d):	Personal Property	34
Schedule 2.1(e)(1):	Assigned Leases and Licenses	35
Schedule 2.1(e)(2):	Assigned Fuel Contracts	36
Schedule 2.1(e)(3):	Other Assigned Contracts	37
Schedule 2.1(e)(4):	Causes of Action	38
Schedule 2.1(f):	SO_2 Trading Allowances	39
Schedule 2.2(a):	Switchyard Property	40
Schedule 2.2(b):	Transmission Excluded Assets	41
Schedule 2.2(c):	Other Excluded Assets	42
Schedule 2.6(b):	Inventory Valuation Methodologies	43
Schedule 2.9:	Software License	44
Schedule 3.1(c):	Violations	45
Schedule 3.1(d):	Consents	46
Schedule 3.3:	Compliance Exceptions	47
Schedule 3.5:	ComEd Litigation	48
Schedule 3.6:	Notice of Government Action	49
Schedule 3.8:	Contractual Defaults	50
Schedule 3.10(a):	Casualty Losses	51

Schedule 3.10(b):	Operations Outside of the Ordinary Course	52
Schedule 3.11:	Taxes	53
Schedule 3.13(a):	Benefit Plans	54
Schedule 3.14:	Tangible Personal Property Encumbrances	55
Schedule 3.15:	Environmental Matters	56
Schedule 3.17:	Labor Matters	57
Schedule 4.1(d):	Purchaser Consents	58
Schedule 4.2:	Purchaser Litigation	59
Schedule 5.13:	Pre-Approved Capital Expenditures	60
Schedule 7.3(b):	Purchaser Consents Required for Closing	61
Schedule 7.9:	Facility Performance Tests	62
Schedule 7.10:	Year 2000 Test Procedures	63
Schedule 8.2:	Required Governmental Approvals	64
Schedule 8.3	ComEd Consents for Closing	65

Exhibit D

FORMS OF GRANT DEEDS

QUITCLAIM DEED

[Identity of Plant]

THIS QUITCLAIM DEED is made as of the _____ day of _____, _____ by COMMONWEALTH EDISON COMPANY, an Illinois corporation, with offices located at _____ (the "Grantor"), and _____, with offices located at _____ (the "Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, in hand paid by Grantee, the receipt whereof is hereby acknowledged, by these presents does hereby REMISE, RELEASE, CONVEY AND QUITCLAIM (without covenant, representation or warranty of any kind) unto Grantee, and to its assigns, FOREVER, all of Grantor's right, title, interest and estate in and to the land legally described on Exhibit A attached hereto and made a part hereof (the "Land"), which Land is situated in the County of _____ and State of Illinois, together with all of Grantor's right, title, interest and estate in and to the following:

(i) any and all hereditaments, easements, rights, rights of reversion and appurtenances belonging or appertaining to the Land or the items of Transferred Property (as hereinafter defined) described in clauses (ii) and (iii) below (but excluding any of the same which constitute Excluded Property (as hereinafter defined) or Unassigned Appurtenances (as hereinafter defined)),

(ii) any and all improvements and fixtures which constitute real property located on the Land (but excluding any of the same which constitute Excluded Property (as hereinafter defined)), and

(iii) any and all reversions, remainder and remainders, rents, issues and profits of the Land (but excluding any of the same which constitute Excluded Property (as hereinafter defined))

(the Land, together with the items included (but not excluded) in clauses (i) through (iii) (inclusive) above is collectively referred to herein as, the "Transferred Property"), but EXPRESSLY EXCLUDING AND RETAINING UNTO GRANTOR, all of Grantor's right, title, interest and estate in and to the property and items described on Exhibit B attached hereto and made a part hereof, (collectively, the "Excluded Property").

TO HAVE AND TO HOLD the said Transferred Property unto Grantee and its assigns forever.

For purposes of this Deed, the term "Unassigned Appurtenance" shall mean any easement, license, permit, or other real property right or interest that constitutes an appurtenance to, or a benefit running with, the entire property commonly known as **[name of Station]** (the "Station") and that involves the transmission or distribution of electricity, sounds and/or signals over the electrical or communications transmission or distribution systems of Commonwealth Edison Company, except for any such rights or interests as may be expressly granted, assigned or transferred with respect to specified facilities pursuant to this Deed or any other document or instrument executed by Grantor in connection with the transactions involving the transfer of the Transferred Property by Grantor to Grantee. Grantor, and, by its acceptance of this Deed, Grantee, hereby covenant, acknowledge and agree that:

(i) to the fullest extent permitted under applicable law and the terms of the applicable Unassigned Appurtenance, each Unassigned Appurtenance shall be construed to constitute an appurtenance to, and/or a benefit running with, that portion of the Station being retained by the Grantor which does not constitute the Transferred Property, and not an appurtenance to, or benefit running with, the Transferred Property,

(ii) if, pursuant to requirements of applicable law, any Unassigned Appurtenance must be deemed an appurtenance to, or benefit running with, the Transferred Real Property, Grantee shall not use, avail itself of, or exercise any rights, benefits or privileges under or with respect to any such Unassigned Appurtenance; and

(iii) Grantee shall execute and deliver such other documents and take such other action as may be reasonably requested by Grantor in order to effectuate the intention of the terms of this sentence.

IN WITNESS WHEREOF, Grantor has caused its name to be signed to these presents as of the day and year first above-written.

COMMONWEALTH EDISON COMPANY, an Illinois corporation

By:_____
Its:_____

This instrument was prepared by:

Anthony J. Aiello
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

After recording, return to:

_____
_____
_____
_____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I _____, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me (or proved to me on the basis of sufficient evidence) to be the _____of Commonwealth Edison Company, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the within instrument, appeared before me this day in person, and acknowledged to me that at such _____, he/she executed the said instrument pursuant to authority given by the Board of Directors of such corporation, and that he/she executed said instrument as his/her free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Given under my hand and official seal this ____ day of _____, ____.

_____
Notary Public

Commission Expires: _____

EXHIBIT A

THE LAND

For each of the above Stations, all land identified as a Sale Tract on the Survey (as defined in the Asset Sale Agreement between Grantor and Grantee) of such Station.

EXHIBIT B

EXCLUDED PROPERTY

Each and all of the following, to the extent (if any) that the same constitute real estate or real property (provided, that the inclusion of any item, asset or property on this Exhibit B shall not constitute an acknowledgment, admission or the taking of a position by any party that such item, asset or property listed on this Exhibit B in fact constitutes real estate or real property):

The "Excluded Assets", as such term is defined in the Asset Sale Agreement between Grantor and Grantee.

QUITCLAIM DEED

Calumet Peaking Units

THIS QUITCLAIM DEED is made as of the _____ day of _____, _____ by COMMONWEALTH EDISON COMPANY, an Illinois corporation, with offices located at _____ (the "Grantor"), and _____, with offices located at _____ (the "Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, in hand paid by Grantee, the receipt whereof is hereby acknowledged, by these presents does hereby REMISE, RELEASE, CONVEY AND QUITCLAIM (without covenant, representation or warranty of any kind) unto Grantee, and to its assigns, FOREVER, all of Grantor's right, title, interest and estate in and to the land legally described on Exhibit A attached hereto and made a part hereof (the "Land"), which Land is situated in the County of Cook and State of Illinois, together with all of Grantor's right, title, interest and estate in and to the following:

(i) any and all hereditaments, easements, rights, rights of reversion and appurtenances belonging or appertaining to the Land or the items of Transferred Property (as hereinafter defined) described in clauses (ii) and (iii) below (but excluding any of the same which constitute Excluded Property (as hereinafter defined)),

(ii) any and all improvements and fixtures which constitute real property located on the Land (but excluding any of the same which constitute Excluded Property (as hereinafter defined)), and

(iii) any and all reversions, remainder and remainders, rents, issues and profits of the Land (but excluding any of the same which constitute Excluded Property (as hereinafter defined))

(the Land, together with the items included (but not excluded) in clauses (i) through (iii) (inclusive) above is collectively referred to herein as, the "Transferred Property"), but EXPRESSLY EXCLUDING AND RETAINING UNTO GRANTOR, all of Grantor's right, title, interest and estate in and to the property and items described on Exhibit B attached hereto and made a part hereof, (collectively, the "Excluded Property").

TO HAVE AND TO HOLD the said Transferred Property unto Grantee and its assigns forever.

For purposes of this Deed, the term "Unassigned Appurtenance" shall mean any easement, license, permit, or other real property right or interest that constitutes an appurtenance to, or a benefit running with, the entire property commonly known as Calumet Peaking Units (the "Station") and that involves the transmission or distribution of electricity, sounds and/or signals over the electrical or communications transmission or distribution systems of Commonwealth Edison Company, except for any such rights or interests as may be expressly granted, assigned or transferred with respect to specified facilities pursuant to this Deed or any other document or instrument executed by Grantor in connection with the transactions involving the transfer of the Transferred Property by Grantor to Grantee. Grantor, and, by its acceptance of this Deed, Grantee, hereby covenant, acknowledge and agree that:

(i) to the fullest extent permitted under applicable law and the terms of the applicable Unassigned Appurtenance, each Unassigned Appurtenance shall be construed to constitute an appurtenance to, and/or a benefit running with, that portion of the Station being retained by the Grantor which does not constitute the Transferred Property, and not an appurtenance to, or benefit running with, the Transferred Property,

(ii) if, pursuant to requirements of applicable law, any Unassigned Appurtenance must be deemed an appurtenance to, or benefit running with, the Transferred Real Property, Grantee shall not use, avail itself of, or exercise any rights, benefits or privileges under or with respect to any such Unassigned Appurtenance; and

(iii) Grantee shall execute and deliver such other documents and take such other action as may be reasonably requested by Grantor in order to effectuate the intention of the terms of this sentence.

Reference is hereby made to that certain Permit from the Department of the Army issued to Commonwealth Edison Company on January 22, 1976 for the placement of 3200 cubic yards of riprap shore protection on the right bank of the Calumet River.

IN WITNESS WHEREOF, Grantor has caused its name to be signed to these presents as of the day and year first above-written.

COMMONWEALTH EDISON COMPANY, an Illinois corporation

By:_____
Its:_____

This instrument was prepared by:

Anthony J. Aiello
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

After recording, return to:

_____
_____
_____
_____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I _____, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me (or proved to me on the basis of sufficient evidence) to be the _____of Commonwealth Edison Company, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the within instrument, appeared before me this day in person, and acknowledged to me that at such _____, he/she executed the said instrument pursuant to authority given by the Board of Directors of such corporation, and that he/she executed said instrument as his/her free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Given under my hand and official seal this ____ day of _____, ____.

_____
Notary Public

Commission Expires: _____

EXHIBIT A

THE LAND

The land identified as the "Sale Tract" on the Survey (as defined in the Asset Sale Agreement between Grantor and Grantee) of the above Peaking Units.

EXHIBIT B

EXCLUDED PROPERTY

Each and all of the following, to the extent (if any) that the same constitute real estate or real property (provided, that the inclusion of any item, asset or property on this Exhibit B shall not constitute an acknowledgment, admission or the taking of a position by any party that such item, asset or property listed on this Exhibit B in fact constitutes real estate or real property):

The "Excluded Assets", as such term is defined in the Asset Sale Agreement between Grantor and Grantee.

QUITCLAIM DEED

Collins Station

THIS QUITCLAIM DEED is made as of the _____ day of _____, _____ by COMMONWEALTH EDISON COMPANY, an Illinois corporation, with offices located at _____ (the "Grantor"), and _____, with offices located at _____ (the "Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, in hand paid by Grantee, the receipt whereof is hereby acknowledged, by these presents does hereby REMISE, RELEASE, CONVEY AND QUITCLAIM (without covenant, representation or warranty of any kind) unto Grantee, and to its assigns, FOREVER, all of Grantor's right, title, interest and estate in and to the land legally described on Exhibit A attached hereto and made a part hereof (the "Land"), which Land is situated in the County of Grundy and State of Illinois, together with all of Grantor's right, title, interest and estate in and to the following:

(i) any and all hereditaments, easements, rights, rights of reversion and appurtenances belonging or appertaining to the Land or the items of Transferred Property (as hereinafter defined) described in clauses (ii) and (iii) below (but excluding any of the same which constitute Excluded Property (as hereinafter defined)),

(ii) any and all improvements and fixtures which constitute real property located on the Land (but excluding any of the same which constitute Excluded Property (as hereinafter defined)), and

(iii) any and all reversions, remainder and remainders, rents, issues and profits of the Land (but excluding any of the same which constitute Excluded Property (as hereinafter defined))

(the Land, together with the items included (but not excluded) in clauses (i) through (iii) (inclusive) above is collectively referred to herein as, the "Transferred Property"), but EXPRESSLY EXCLUDING AND RETAINING UNTO GRANTOR, all of Grantor's right, title, interest and estate in and to the property and items described on Exhibit B attached hereto and made a part hereof, (collectively, the "Excluded Property").

TO HAVE AND TO HOLD the said Transferred Property unto Grantee and its assigns forever.

For purposes of this Deed, the term "Unassigned Appurtenance" shall mean any easement, license, permit, or other real property right or interest that constitutes an appurtenance to, or a benefit running with, the entire property commonly known as Collins Station (the "Station") and that involves the transmission or distribution of electricity, sounds and/or signals over the electrical or communications transmission or distribution systems of Commonwealth Edison Company, except for any such rights or interests as may be expressly granted, assigned or transferred with respect to specified facilities pursuant to this Deed or any other document or instrument executed by Grantor in connection with the transactions involving the transfer of the Transferred Property by Grantor to Grantee. Grantor, and, by its acceptance of this Deed, Grantee, hereby covenant, acknowledge and agree that:

(i) to the fullest extent permitted under applicable law and the terms of the applicable Unassigned Appurtenance, each Unassigned Appurtenance shall be construed to constitute an appurtenance to, and/or a benefit running with, that portion of the Station being retained by the Grantor which does not constitute the Transferred Property, and not an appurtenance to, or benefit running with, the Transferred Property,

(ii) if, pursuant to requirements of applicable law, any Unassigned Appurtenance must be deemed an appurtenance to, or benefit running with, the Transferred Real Property, Grantee shall not use, avail itself of, or exercise any rights, benefits or privileges under or with respect to any such Unassigned Appurtenance; and

(iii) Grantee shall execute and deliver such other documents and take such other action as may be reasonably requested by Grantor in order to effectuate the intention of the terms of this sentence.

Without in any way limiting the quitclaim nature of this Deed, the Transferred Property is subject to any and all terms and conditions set forth in those certain Department of the Army Permit No's. 3407316 and 3407325.

IN WITNESS WHEREOF, Grantor has caused its name to be signed to these presents as of the day and year first above-written.

COMMONWEALTH EDISON COMPANY, an Illinois corporation

By:_____
Its:_____

This instrument was prepared by:

Anthony J. Aiello
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

After recording, return to:

_____
_____
_____
_____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I _____, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me (or proved to me on the basis of sufficient evidence) to be the _____of Commonwealth Edison Company, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the within instrument, appeared before me this day in person, and acknowledged to me that at such _____, he/she executed the said instrument pursuant to authority given by the Board of Directors of such corporation, and that he/she executed said instrument as his/her free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Given under my hand and official seal this ____ day of _____, ____.

_____
Notary Public

Commission Expires: _____

EXHIBIT A

THE LAND

The land identified as the "Sale Tract" on the Survey (as defined in the Asset Sale Agreement between Grantor and Grantee) of the above Station.

EXHIBIT B

EXCLUDED PROPERTY

Each and all of the following, to the extent (if any) that the same constitute real estate or real property (provided, that the inclusion of any item, asset or property on this Exhibit B shall not constitute an acknowledgment, admission or the taking of a position by any party that such item, asset or property listed on this Exhibit B in fact constitutes real estate or real property):

The "Excluded Assets", as such term is defined in the Asset Sale Agreement between Grantor and Grantee.

QUITCLAIM DEED

Crawford Station

THIS QUITCLAIM DEED is made as of the _____ day of _____, _____ by COMMONWEALTH EDISON COMPANY, an Illinois corporation, with offices located at _____ (the "Grantor"), and _____, with offices located at _____ (the "Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, in hand paid by Grantee, the receipt whereof is hereby acknowledged, by these presents does hereby REMISE, RELEASE, CONVEY AND QUITCLAIM (without covenant, representation or warranty of any kind) unto Grantee, and to its assigns, FOREVER, all of Grantor's right, title, interest and estate in and to the land legally described on Exhibit A attached hereto and made a part hereof (the "Land"), which Land is situated in the County of Cook and State of Illinois, together with all of Grantor's right, title, interest and estate in and to the following:

(i) any and all hereditaments, easements, rights, rights of reversion and appurtenances belonging or appertaining to the Land or the items of Transferred Property (as hereinafter defined) described in clauses (ii) and (iii) below (but excluding any of the same which constitute Excluded Property (as hereinafter defined)),

(ii) any and all improvements and fixtures which constitute real property located on the Land (but excluding any of the same which constitute Excluded Property (as hereinafter defined)), and

(iii) any and all reversions, remainder and remainders, rents, issues and profits of the Land (but excluding any of the same which constitute Excluded Property (as hereinafter defined))

(the Land, together with the items included (but not excluded) in clauses (i) through (iii) (inclusive) above is collectively referred to herein as, the "Transferred Property"), but EXPRESSLY EXCLUDING AND RETAINING UNTO GRANTOR, all of Grantor's right, title, interest and estate in and to the property and items described on Exhibit B attached hereto and made a part hereof, (collectively, the "Excluded Property").

TO HAVE AND TO HOLD the said Transferred Property unto Grantee and its assigns forever.

For purposes of this Deed, the term "Unassigned Appurtenance" shall mean any easement, license, permit, or other real property right or interest that constitutes an appurtenance to, or a benefit running with, the entire property commonly known as Crawford Station (the "Station") and that involves the transmission or distribution of electricity, sounds and/or signals over the electrical or communications transmission or distribution systems of Commonwealth Edison Company, except for any such rights or interests as may be expressly granted, assigned or transferred with respect to specified facilities pursuant to this Deed or any other document or instrument executed by Grantor in connection with the transactions involving the transfer of the Transferred Property by Grantor to Grantee. Grantor, and, by its acceptance of this Deed, Grantee, hereby covenant, acknowledge and agree that:

(i) to the fullest extent permitted under applicable law and the terms of the applicable Unassigned Appurtenance, each Unassigned Appurtenance shall be construed to constitute an appurtenance to, and/or a benefit running with, that portion of the Station being retained by the Grantor which does not constitute the Transferred Property, and not an appurtenance to, or benefit running with, the Transferred Property,

(ii) if, pursuant to requirements of applicable law, any Unassigned Appurtenance must be deemed an appurtenance to, or benefit running with, the Transferred Real Property, Grantee shall not use, avail itself of, or exercise any rights, benefits or privileges under or with respect to any such Unassigned Appurtenance; and

(iii) Grantee shall execute and deliver such other documents and take such other action as may be reasonably requested by Grantor in order to effectuate the intention of the terms of this sentence.

Reference is hereby made to that certain Permit from the Department of the Army dated February 27, 1978 and recorded April 6, 1978 in the Cook County Recorder's Office as document no. 24392316 from the Department of the Army.

IN WITNESS WHEREOF, Grantor has caused its name to be signed to these presents as of the day and year first above-written.

COMMONWEALTH EDISON COMPANY, an Illinois corporation

By:_____
Its:_____

This instrument was prepared by:

Anthony J. Aiello
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

After recording, return to:

_____
_____
_____
_____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I _____, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me (or proved to me on the basis of sufficient evidence) to be the _____of Commonwealth Edison Company, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the within instrument, appeared before me this day in person, and acknowledged to me that at such _____, he/she executed the said instrument pursuant to authority given by the Board of Directors of such corporation, and that he/she executed said instrument as his/her free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Given under my hand and official seal this ____ day of _____, ____.

_____
Notary Public

Commission Expires: _____

EXHIBIT A

THE LAND

The land identified as the "Sale Tract" on the Survey (as defined in the Asset Sale Agreement between Grantor and Grantee) of such Station.

EXHIBIT B

EXCLUDED PROPERTY

Each and all of the following, to the extent (if any) that the same constitute real estate or real property (provided, that the inclusion of any item, asset or property on this Exhibit B shall not constitute an acknowledgment, admission or the taking of a position by any party that such item, asset or property listed on this Exhibit B in fact constitutes real estate or real property):

The "Excluded Assets", as such term is defined in the Asset Sale Agreement between Grantor and Grantee.

QUITCLAIM DEED

Fisk Station

THIS QUITCLAIM DEED is made as of the _____ day of _____, _____ by COMMONWEALTH EDISON COMPANY, an Illinois corporation, with offices located at _____ (the "Grantor"), and _____, with offices located at _____ (the "Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, in hand paid by Grantee, the receipt whereof is hereby acknowledged, by these presents does hereby REMISE, RELEASE, CONVEY AND QUITCLAIM (without covenant, representation or warranty of any kind) unto Grantee, and to its assigns, FOREVER, all of Grantor's right, title, interest and estate in and to the land legally described on Exhibit A attached hereto and made a part hereof (the "Land"), which Land is situated in the County of Cook and State of Illinois, together with all of Grantor's right, title, interest and estate in and to the following:

(i) any and all improvements and fixtures which constitute real property located on the Land (but excluding any of the same which constitute Excluded Property (as hereinafter defined)), and

(ii) any and all reversions, remainder and remainders, rents, issues and profits of the Land (but excluding any of the same which constitute Excluded Property (as hereinafter defined))

(the Land, together with the items included (but not excluded) in clauses (i) through (iii) (inclusive) above is collectively referred to herein as, the "Transferred Property"), but EXPRESSLY EXCLUDING AND RETAINING UNTO GRANTOR, all of Grantor's right, title, interest and estate in and to the property and items described on Exhibit B attached hereto and made a part hereof, (collectively, the "Excluded Property").

TO HAVE AND TO HOLD the said Transferred Property unto Grantee and its assigns forever.

For purposes of this Deed, the term "Unassigned Appurtenance" shall mean any easement, agreement, document or instrument which constitutes an appurtenance to, or a benefit running with, the Transferred Property, and which has not been expressly granted, assigned or transferred by Grantor to Grantee pursuant to this Deed or any other document or instrument executed by Grantor in connection with the transactions involving the transfer of the Transferred Property by Grantor to Grantee. Grantor, and, by its acceptance of this Deed, Grantee, hereby covenant, acknowledge and agree that:

(i) to the fullest extent permitted under applicable law and the terms of the applicable Unassigned Appurtenance, each Unassigned Appurtenance shall be construed to constitute an appurtenance to, and/or a benefit running with, the entire property commonly known as Fisk Station (the "Station") (including the portion of the Station retained by Grantor), and not an appurtenance to, or benefit running with, the Transferred Property only,

(ii) Grantee shall not use, avail itself of, or exercise any rights, benefits or privileges under or with respect to any Unassigned Appurtenance without the prior written consent of Grantor, and

(iii) Grantee shall execute and deliver such other documents and take such other action as may be reasonably requested by Grantor in order to effectuate the intention of the terms of this sentence.

IN WITNESS WHEREOF, Grantor has caused its name to be signed to these presents as of the day and year first above-written.

COMMONWEALTH EDISON COMPANY, an Illinois corporation

By:_____
Its:_____

This instrument was prepared by:

Anthony J. Aiello
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

After recording, return to:

_____
_____
_____
_____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I _____, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me (or proved to me on the basis of sufficient evidence) to be the _____of Commonwealth Edison Company, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the within instrument, appeared before me this day in person, and acknowledged to me that at such _____, he/she executed the said instrument pursuant to authority given by the Board of Directors of such corporation, and that he/she executed said instrument as his/her free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Given under my hand and official seal this ____ day of _____, ____.

_____
Notary Public

Commission Expires: _____

EXHIBIT A

THE LAND

The following: (a) all land identified as a Sale Tract on the Survey (as defined in the Asset Sale Agreement between Grantor and Grantee) of the above Station, and (b) the land identified as Sampsons Canal on the Survey (as defined above) of such Station.

EXHIBIT B

EXCLUDED PROPERTY

Each and all of the following, to the extent (if any) that the same constitute real estate or real property (provided, that the inclusion of any item, asset or property on this Exhibit B shall not constitute an acknowledgment, admission or the taking of a position by any party that such item, asset or property listed on this Exhibit B in fact constitutes real estate or real property):

The "Excluded Assets", as such term is defined in the Asset Sale Agreement between Grantor and Grantee.

QUITCLAIM DEED

Waukegan Station

THIS QUITCLAIM DEED ("Deed") is made as of the _____ day of _____, _____ by COMMONWEALTH EDISON COMPANY, an Illinois corporation, with offices located at _____ (the "Grantor"), and _____, with offices located at _____ (the "Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, in hand paid by Grantee, the receipt whereof is hereby acknowledged, by these presents does hereby REMISE, RELEASE, CONVEY AND QUITCLAIM (without covenant, representation or warranty of any kind) unto Grantee, and to its assigns, FOREVER, all of Grantor's right, title, interest and estate in and to the land legally described on Exhibit A attached hereto and made a part hereof (the "Land"), which Land is situated in the County of Lake and State of Illinois, together with all of Grantor's right, title, interest and estate in and to the following:

(i) any and all hereditaments, easements, rights, rights of reversion and appurtenances belonging or appertaining to the Land or the items of Transferred Property (as hereinafter defined) described in clauses (ii) and (iii) below (but excluding any of the same which constitute Excluded Property (as hereinafter defined)),

(ii) any and all improvements and fixtures which constitute real property located on the Land (but excluding any of the same which constitute Excluded Property (as hereinafter defined)), and

(iii) any and all reversions, remainder and remainders, rents, issues and profits of the Land (but excluding any of the same which constitute Excluded Property (as hereinafter defined))

(the Land, together with the items included (but not excluded) in clauses (i) through (iii) (inclusive) above is collectively referred to herein as, the "Transferred Property"), but EXPRESSLY EXCLUDING AND RETAINING UNTO GRANTOR, all of Grantor's right, title, interest and estate in and to the property and items described on Exhibit B attached hereto and made a part hereof, (collectively, the "Excluded Property").

TO HAVE AND TO HOLD the said Transferred Property unto Grantee and its assigns forever.

By its acceptance of this Deed, Grantee, for itself and for its successors and assigns (including, without limitation, all successors in title to Grantee in and to the Transferred Property), hereby covenants and agrees with Grantor that neither Grantee nor its successors or assigns shall perform, conduct or engage in (or cause any other person or entity to perform, conduct or engage in) any activity involving the installation or use of water supply wells for drinking water purposes on, at or under that portion of the Transferred Property depicted on Exhibit C attached hereto and made a part hereof (the "Restricted Area"). In addition, Grantee and its successors and assigns hereby agree to observe and comply with any restrictions and requirements related to the groundwater or groundwater conditions on, at or under the Restricted Area that may be imposed from time to time by any governmental authority (including, without limitation, the Illinois Environmental Protection Agency and the United States Environmental Protection Agency), and Grantee and its successors and assigns hereby agree to execute and deliver such certificates or other written assurances as may be required from time to time by Grantor or any such governmental authority to confirm compliance by Grantee and/or its successors and assigns with the requirements set forth in this paragraph. The covenants and agreements set forth in this paragraph shall be burdens running with the Transferred Property, shall be binding upon Grantee and its successors and assigns and shall inure to the benefit of and be enforceable by Grantor and its successors and assigns.

For purposes of this Deed, the term "Unassigned Appurtenance" shall mean any easement, license, permit, or other real property right or interest that constitutes an appurtenance to, or a benefit running with, the entire property commonly known as Waukegan Station (the "Station") and that involves the transmission or distribution of electricity, sounds and/or signals over the electrical or communications transmission or distribution systems of Commonwealth Edison Company, except for any such rights or interests as may be expressly granted, assigned or transferred with respect to specified facilities pursuant to this Deed or any other document or instrument executed by Grantor in connection with the transactions involving the transfer of the Transferred Property by Grantor to Grantee. Grantor, and, by its acceptance of this Deed, Grantee, hereby covenant, acknowledge and agree that:

(i) to the fullest extent permitted under applicable law and the terms of the applicable Unassigned Appurtenance, each Unassigned Appurtenance shall be construed to constitute an appurtenance to, and/or a benefit running with, that portion of the Station

being retained by the Grantor which does not constitute the Transferred Property, and not an appurtenance to, or benefit running with, the Transferred Property,

(ii) if, pursuant to requirements of applicable law, any Unassigned Appurtenance must be deemed an appurtenance to, or benefit running with, the Transferred Real Property, Grantee shall not use, avail itself of, or exercise any rights, benefits or privileges under or with respect to any such Unassigned Appurtenance; and

(iii) Grantee shall execute and deliver such other documents and take such other action as may be reasonably requested by Grantor in order to effectuate the intention of the terms of this sentence.

IN WITNESS WHEREOF, Grantor has caused its name to be signed to these presents as of the day and year first above-written.

COMMONWEALTH EDISON COMPANY, an Illinois corporation

By:_____
Its:_____

This instrument was prepared by:

Anthony J. Aiello
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

After recording, return to:

_____
_____
_____
_____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I _____, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me (or proved to me on the basis of sufficient evidence) to be the _____of Commonwealth Edison Company, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the within instrument, appeared before me this day in person, and acknowledged to me that at such _____, he/she executed the said instrument pursuant to authority given by the Board of Directors of such corporation, and that he/she executed said instrument as his/her free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Given under my hand and official seal this ____ day of _____, ____.

_____
Notary Public

Commission Expires: _____

EXHIBIT A

THE LAND

The land identified as the "Sale Tract" on the Survey (as defined in the Asset Sale Agreement between Grantor and Grantee) of the above Station.

EXHIBIT B

EXCLUDED PROPERTY

Each and all of the following, to the extent (if any) that the same constitute real estate or real property (provided, that the inclusion of any item, asset or property on this Exhibit B shall not constitute an acknowledgment, admission or the taking of a position by any party that such item, asset or property listed on this Exhibit B in fact constitutes real estate or real property):

The "Excluded Assets", as such term is defined in the Asset Sale Agreement between Grantor and Grantee.

EXHIBIT C

RESTRICTED AREA

The areas identified as Parcels 4 and 5 on the Survey (as defined in the Asset Sale Agreement between Grantor and Grantee) of the above Station.

Exhibit E

FORM OF INSTRUMENT OF ASSUMPTION

EXHIBIT E

INSTRUMENT OF ASSUMPTION

INSTRUMENT OF ASSUMPTION dated as of _____, 1999, by _____, a _____ corporation ("*Purchaser*"), in favor of COMMONWEALTH EDISON COMPANY, an Illinois corporation ("*ComEd*").

WITNESSETH:

WHEREAS, pursuant to the Asset Sale Agreement dated as of _____, 1999 (the "*Agreement*") between Purchaser and ComEd, ComEd is concurrently herewith selling, assigning, transferring, conveying and delivering to Purchaser certain assets and properties defined in the Agreement as the Assets; and

WHEREAS, in partial consideration for such sale, assignment, transfer, conveyance and delivery of the Assets, the Agreement requires Purchaser to perform, pay or discharge certain obligations of ComEd, which are defined in the Agreement as Purchaser's Liabilities, by the execution and delivery to ComEd of this Instrument of Assumption;

NOW, THEREFORE, pursuant to the terms of the Agreement and for good and valuable consideration, Purchaser hereby assumes and undertakes and agrees to perform, pay or discharge in accordance with the terms and conditions thereof, all of the Purchaser's Liabilities (as defined in the Agreement).

AND, for the consideration aforesaid, Purchaser for itself and its successors and assigns has covenanted and by this instrument does covenant with ComEd, its successors and assigns that Purchaser and its successors and assigns will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments and conveyances, powers of attorney and assurances for the better assuming from ComEd, its successors and assigns all of the Purchaser's Liabilities as ComEd, its successors or assigns shall reasonably require.

Capitalized terms used herein without definition shall have the respective meanings ascribed to such terms in the Agreement.

This Instrument of Assumption shall inure to the benefit of and be binding upon the successors and assigns of ComEd and the successors and assigns of Purchaser.

[ ]

By: _____

::ODMA\PCDOCS\CHICAGO4\753081\1 March 19, 1999 (2:48pm)

Exhibit F-1

Form of Power Purchase Agreement (Coal-Fired Stations)

This document has been redacted because it is confidential and proprietary

Exhibit F-2

Form of Power Purchase Agreement (Peaking Units)

This document has been redacted because it is confidential and proprietary

Exhibit F-3

FORM OF POWER PURCHASE AGREEMENT (COLLINS)

This document has been redacted because it is confidential and proprietary

Exhibit G

PRELIMINARY TITLE REPORTS

Chicago Title Insurance Company

Collins Sale 2/16

To: CHICAGO TITLE
171 N. CLARK STREET
CHICAGO, IL 60601-3294
ATTN: KAREN HUGHES

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy of policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

NOTE: This Commitment shall not be valid or binding until signed by an authorized signatory.

SCHEDULE A

Number
G017572
(REVISED I)

Effective Date
JANUARY 12, 1999

Refer Inquiries To
GRUNDY PIONEER TITLE CO., INC.
P.O. BOX 647, MORRIS, IL 60450
(815) 942-3678

1. Owners Policy to be issued: Amount: $200,000,000.00

Proposed Insured: T.B.F.

Loan Policy to be issued: Amount:

Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple and title thereto is at the effective date hereof vested in:

CHICAGO LAND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 26, 1963 AND KNOWN AS TRUST NUMBER 45553 AS TO THAT PART DESCRIBED AS FOLLOWS: COMMENCING **

3. The land referred to in this Commitment is described as follows:

SEE ATTACHED PAGE

** AT A POINT 500 FEET EAST OF THE SOUTHWEST CORNER OF THE EAST HALF OF SECTION 7, TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN AT THE POINT OF BEGINNING; THENCE EAST A DISTANCE OF 500 FEET, THENCE NORTH A DISTANCE OF 233 FEET, THENCE WEST A DISTANCE OF 500 FEET, THENCE SOUTH A DISTANCE OF 233 FEET TO THE PLACE OF BEGINNING; COMMONWEALTH EDISON COMPANY, AN ILLINOIS CORPORATION, AS TO THE REMAINDER

CHICAGO TITLE INSURANCE COMPANY

G017572

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LEGAL DESCRIPTION

THAT PART OF SECTION 5, SECTION 6 LYING SOUTH OF THE ILLINOIS RIVER, SECTION 7, THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 4, THE WEST HALF OF SECTION 8, IN TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF SECTION 31, SECTION 32 AND THE WEST HALF OF SECTION 33 LYING SOUTH OF THE ILLINOIS RIVER, THE EAST HALF OF SECTION 33, THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 34, IN TOWNSHIP 34 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF SECTION 1 LYING SOUTH OF THE ILLINOIS RIVER, TOWNSHIP 33 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A BRASS CAP IN CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 00 DEGREES 52 MINUTES 13 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7 A DISTANCE OF 2603.10 FEET TO AN IRON ROD AT THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 33 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE NORTH 00 DEGREES 52 MINTUES 29 SECONDS WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7 A DISTANCE OF 2631.11 FEET TO AN IRON ROD AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 33 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 89 DEGREES 00 MINUTES 01 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1 A DISTANCE OF 2654.90 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 1; THENCE SOUTH 88 DEGREES 31 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1 A DISTANCE OF 2658.33 FEET TO AN IRON BAR AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE NORTH 01 DEGREES 01 MINUTES 46 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1 A DISTANCE OF 1919.52 FEET TO THE CENTER THREAD OF THE ILLINOIS RIVER; THENCE FOLLOWING THE NEXT ELEVEN (11) COURSES AND DISTANCES ALONG THE CENTER THREAD OF THE ILLINOIS RIVER; (1) THENCE NORTH 73 DEGREES 12 MINUTES 31 SECONDS EAST 1723.68 FEET; (2) THENCE NORTH 81 DEGREES 50 MINUTES 09 SECONDS EAST 763.94 FEET; (3) THENCE NORTH 65 DEGREES 52 MINUTES 18 SECONDS EAST 2289.76 FEET; (4) THENCE NORTH 69 DEGREES 24 MINUTES 24 SECONDS EAST 1942.54 FEET; (5) THENCE NORTH 60 DEGREES 17 MINUTES 56 SECONDS EAST 871.80 FEET; (6) THENCE NORTH 53 DEGREES 22 MINUTES 02 SECONDS EAST 952.86 FEET; (7) THENCE NORTH 60 DEGREES 35 MINUTES 46 SECONDS EAST 4338.96 FEET; (8) THENCE NORTH 55 DEGREES 11 MINUTES 47 SECONDS EAST 879.00 FEET; (9) THENCE NORTH 66 DEGREES 29 MINUTES 56 SECONDS EAST 2389.77 FEET; (10) THENCE NORTH 57 DEGREES 04 MINUTES 36 SECONDS EAST 3719.13 FEET; (11) THENCE NORTH 46 DEGREES 59 MINUTES 03 SECONDS EAST 394.74 FEET; THENCE NORTH 88 DEGREES 27 MINUTES 12 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 34 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN 293.13 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 33; THENCE SOUTH 00 DEGREES 53 MINUTES 30 SECONDS EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 A DISTANCE OF 66.11 FEET TO A POINT AS SET BY THE SEIBERLING SURVEY OF FEBRUARY 19, 1951; THENCE SOUTH 38 DEGREES 07 MINUTES 46 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID SEIBERLING SURVEY (SAID LINE FORMS AN INTERIOR ANGLE OF 37 DEGREES 14 MINUTES 16 SECONDS WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 34 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN), A DISTANCE OF 2111.05 FEET TO A POINT IN THE CENTERLINE OF COLLINS ROAD; THENCE SOUTH 38 DEGREES 07 MINUTES 46 SECONDS EAST ALONG THE WESTERLY TERMINUS OF COLLINS ROAD AS HERETOPORE DEDICATED PER DOCUMENT

CHICAGO TITLE INSURANCE COMPANY

G017572

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NUMBER 229456 RECORDED MARCH 9, 1973, (SAID WESTERLY TERMINUS ALSO BEING THE SOUTHEASTERLY EXTENSION OF THE NORTHEASTERLY LINE OF SAID SEIBERLING SURVEY), A DISTANCE OF 44.62 FEET (44.60 FEET DEED); THENCE SOUTH 11 DEGREES 12 MINUTES 41 SECONDS EAST 138.40 FEET, TO THE MOST WESTERLY POINT OF THE LAND CONVEYED BY DOCUMENT #365243, RECORDED AUGUST 12, 1998; THENCE ALONG THE FOLLOWING FOUR (4) COURSES AND DISTANCES COINCIDENT WITH THE SOUTHERLY LINE OF LAND CONVEYED BY SAID DOCUMENT NUMBER 365243; (1) THENCE SOUTH 37 DEGREES 57 MINUTES 11 SECONDS EAST 580.16 FEET; (2) THENCE NORTH 88 DEGREES 30 MINUTES 35 SECONDS EAST 2540.77 FEET TO A POINT OF CURVATURE; (3) THENCE ALONG THE ARC OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1108.86 FEET, HAVING A CHORD BEARING OF NORTH 43 DEGREES 44 MINUTES 27 SECONDS EAST (45 DEGREES 31 MINUTES 32 SECONDS, RECORDED) A DISTANCE OF 1732.85 FEET TO A POINT OF TANGENCY; (4) THENCE NORTH 01 DEGREES 01 MINUTES 42 SECONDS WEST 79.46 FEET; THENCE NORTH 83 DEGREES 12 MINUTES 19 SECONDS EAST ALONG THE ORIGINAL CENTERLINE OF COLLINS ROAD 22.91 FEET; THENCE SOUTH 01 DEGREES 01 MINUTES 10 SECONDS EAST ALONG THE WEST LINE OF THE RIGHT OF WAY ACQUIRED BY THE GARDNER, COAL CITY AND NORTHERN RAILWAY COMPANY, (PREDECESSOR OF THE ELGIN, JOLIET, AND EASTERN RAILWAY COMPANY) FROM JEREMIAH COLLINS AND MARGARET W. COLLINS, HIS WIFE, BY WARRANTY DEED DATED DECEMBER 5, 1888 AND RECORDED DECEMBER 12, 1888 AS DOCUMENT NUMBER 40999 ON PAGE 517 OF BOOK 65, A DISTANCE OF 1391.81 FEET; THENCE SOUTH 88 DEGREES 17 MINTUES 46 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 34 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, A DISTANCE OF 57.98 FEET TO AN IRON PIPE AT THE CENTER OF SAID SECTION 34; THENCE SOUTH 88 DEGREES 31 MINUTES 26 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34 A DISTANCE OF 2630.47 FEET TO AN IRON PIPE AT THE WEST QUARTER CORNER OF SAID SECTION 34, THENCE SOUTH 89 DEGREES 09 MINUTES 15 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 34 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, A DISTANCE OF 700.32 FEET; THENCE ALONG THE NEXT FOUR (4) COURSES COINCIDENT WITH THE WESTERLY LINE OF LAND CONVEYED BY DOCUMENT NUMBER 251763, RECORDED SEPTEMBER 22, 1977; (1) THENCE SOUTH 52 DEGREES 43 MINUTES 17 SECONDS WEST A DISTANCE OF 455.70 FEET (455.22 FEET DEED); (2) THENCE SOUTH 00 DEGREES 00 MINUTES 17 SECONDS WEST 1068.05 FEET; (3) THENCE SOUTH 79 DEGREES 15 MINUTES 25 SECONDS WEST 1059.88 FEET; (4) THENCE SOUTH 19 DEGREES 52 MINUTES 53 SECONDS WEST 1193.22 FEET TO AN IRON PIPE AT THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 01 DEGREES 09 MINTUES 28 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4 A DISTANCE OF 1283.37 FEET; THENCE ALONG THE FOLLOWING SIX (6) COURSES COINCIDENT WITH THE WESTERLY LINE OF LAND CONVEYED BY SAID DOCUMENT NUMBER 251763; (1) THENCE SOUTH 51 DEGREES 46 MINUTES 14 SECONDS WEST 1177.25 FEET (1177.22 FEET DEED); (2) THENCE SOUTH 61 DEGREES 00 MINUTES 21 SECONDS EAST 651.50 FEET; (3) THENCE SOUTH 86 DEGREES 41 MINUTES 05 SECONDS EAST 305.57 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 56 SECONDS WEST 55.15 FEET; (5) THENCE SOUTH 81 DEGREES 30 MINUTES 00 SECONDS WEST 1263.14 FEET; (6) THENCE SOUTH 13 DEGREES 49 MINUTES 35 SECONDS WEST 95.58 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4 THAT IS 1350.24 FEET WEST (AS MEASURED ALONG SAID SOUTH LINE) OF AN IRON BAR AT THE CENTER OF SAID SECTION 4; THENCE ALONG THE FOLLOWING FIVE (5)

CHICAGO TITLE INSURANCE COMPANY

G017572

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COURSES COINCIDENT WITH THE SOUTHERLY LINE OF LAND CONVEYED BY DOCUMENT NUMBER 247398, RECORDED JANUARY 3, 1977; (1) THENCE SOUTH 13 DEGREES 49 MINUTES 35 SECONDS WEST 222.06 FEET; (2) THENCE SOUTH 40 DEGREES 03 MINUTES 31 SECONDS WEST 506.82 FEET; (3) THENCE SOUTH 84 DEGREES 54 MINUTES 42 SECONDS WEST 219.59 FEET; (4) THENCE NORTH 75 DEGREES 25 MINUTES 48 SECONDS WEST 621.56 FEET; (5) THENCE SOUTH 51 DEGREES 28 MINUTES 10 SECONDS WEST 89.89 FEET (89.80 FEET DEED); THENCE SOUTH 01 DEGREES 00 MINUTES 03 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN A DISTANCE OF 2167.41 FEET TO A BRASS CAP IN CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE SOUTH 88 DEGREES 09 MINUTES 43 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5 A DISTANCE OF 2628.11 FEET TO AN IRON BAR AT THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 33 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 00 DEGREES 47 MINUTES 49 SECONDS EAST ALONG THE EAST LINE OF THE WEST HALF OF SAID SECTION 8 A DISTANCE OF 5269.67 FEET TO A BRASS CAP IN CONCRETE MONUMENT AT THE SOUTH QUARTER CORNER OF SAID SECTION 8; THENCE SOUTH 88 DEGREES 41 MINUTES 47 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8 A DISTANCE OF 2630.35 FEET TO A BRASS CAP IN CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE SOUTH 88 DEGREES 30 MINUTES 33 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7 A DISTANCE OF 2646.65 FEET TO A BRASS CAP IN CONCRETE MONUMENT AT THE SOUTH QUARTER CORNER OF SAID SECTION 7; THENCE SOUTH 88 DEGREES 25 MINUTES 53 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7 A DISTANCE OF 2644.07 FEET TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THE FOLLOWING TRACT: COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF SECTION 7, TOWNSHIP 33 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE EAST A DISTANCE OF 500 FEET, THENCE NORTH A DISTANCE OF 233 FEET, THENCE WEST A DISTANCE OF 500 FEET, THENCE SOUTH A DISTANCE OF 233 FEET TO THE PLACE OF BEGINNING; ALSO EXCEPTING THE FOLLOWING DESCRIBED PARCEL OF LAND:
THAT PART OF THE SOUTH HALF OF SECTION 5, THE EAST HALF OF SECTION 7 AND THE WEST HALF OF SECTION 8, TOWNSHIP 33 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A BRASS CAP IN CONCRETE MONUMENT AT THE SOUTH QUARTER CORNER OF SAID SECTION 8; THENCE SOUTH 88 DEGREES 41 MINUTES 47 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8 A DISTANCE OF 1400.45 FEET; THENCE NORTH 01 DEGREES 18 MINUTES 13 SECONDS WEST 537.52 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 24 SECONDS WEST 1867.96 FEET; THENCE NORTH 66 DEGREES 40 MINUTES 26 SECONDS WEST 562.52 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 18 SECONDS WEST 1531.43 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 32 SECONDS WEST 52.10 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 28 SECONDS WEST 80.07 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 32 SECONDS EAST 15.88 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 28 SECONDS WEST 1764.99 FEET; THENCE NORTH 63 DEGREES 52 MINUTES 15 SECONDS EAST 126.31 FEET; THENCE NORTH 10 DEGREES 01 MINUTES 30 SECONDS EAST 84.88 FEET; THENCE NORTH 54 DEGREES 49 MINUTES 34 SECONDS EAST 165.80 FEET; THENCE NORTH 89 DEGREES 29 MINTUES 52 SECONDS EAST 198.08 FEET; THENCE SOUTH 77 DEGREES 46 MINUTES 53 SECONDS EAST 213.33 FEET; THENCE NORTH 80 DEGREES 51 MINUTES 28 SECONDS EAST 207.66 FEET; THENCE SOUTH 13 DEGREES 14 MINUTES 51 SECONDS EAST 134.12 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST

CHICAGO TITLE INSURANCE COMPANY

G017572

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207.66 FEET; THENCE SOUTH 13 DEGREES 14 MINUTES 51 SECONDS EAST 134.12 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 73.03 FEET; THENCE NORTH 10 DEGREES 02 MINUTES 36 SECONDS EAST 231.11 FEET; THENCE NORTH 79 DEGREES 52 MINUTES 51 SECONDS EAST 434.20 FEET; THENCE NORTH 58 DEGREES 00 MINUTES 32 SECONDS EAST 323.99 FEET; THENCE NORTH 69 DEGREES 39 MINUTES 03 SECONDS EAST 776.67 FEET; THENCE NORTH 48 DEGREES 49 MINUTES 47 SECONDS EAST 528.26 FEET; THENCE NORTH 85 DEGREES 20 MINUTES 57 SECONDS EAST 349.85 FEET; THENCE NORTH 39 DEGREES 35 MINUTES 08 SECONDS EAST 781.75 FEET; THENCE NORTH 31 DEGREES 37 MINUTES 03 SECONDS EAST 991.33 FEET; THENCE NORTH 11 DEGREES 29 MINUTES 17 SECONDS EAST 171.20 FEET; THENCE NORTH 53 DEGREES 47 MINUTES 53 SECONDS EAST 874.34 FEET; THENCE NORTH 58 DEGREES 54 MINUTES 26 SECONDS EAST 783.02 FEET; THENCE SOUTH 17 DEGREES 32 MINUTES 05 SECONDS EAST 650.47 FEET; THENCE NORTH 72 DEGREES 15 MINUTES 21 SECONDS EAST 567.31 FEET; THENCE SOUTH 01 DEGREES 00 MINUTES 03 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5 A DISTANCE OF 2053.58 FEET TO A BRASS CAP AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE SOUTH 88 DEGREES 09 MINUTES 43 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5 A DISTANCE OF 2628.11 FEET TO AN IRON BAR AT THE NORTH QUARTER CORNER OF SAID SECTION 8; THENCE SOUTH 00 DEGREES 47 MINUTES 49 SECONDS EAST ALONG THE EAST LINE OF WEST HALF OF SAID SECTION SECTION 8 A DISTANCE OF 5269.87 FEET TO THE PLACE OF BEGINNING, IN GRUNDY COUNTY, ILLINOIS.***

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B CONTINUED

G017572

3. Taxes for 1998 and 1999 not yet due or payable.

   Taxes for 1997 are paid in the amount of $2,135.84. Tax I.D. #03-34-100-004 (Affects part of the land and other property).

   Taxes for 1997 are paid in the amount of $11,225.00. Tax I.D. #03-33-300-001 (Affects that part of the land within said Section 33 and other property).

   Taxes for 1997 are paid in the amount of $9,119.66. Tax I.D. #03-32-400-001 (Affects that part of the land within said Section 32).

   Taxes for 1997 are paid in the amount of $336.44. Tax I.D. #03-31-400-003 (Affects that part of the land within said Section 31).

   Taxes for 1997 are paid in the amount of $4,361.66. Tax I.D. #06-04-100-001 (Affects that part of the land within said Section 4)

   Taxes for 1997 are paid in the amount of $23,334.30. Tax I.D. #06-05-100-001 (Affects that part of the land within said Section 5 and other property).

   Taxes for 1997 are paid in the amount of $20,084.74. Tax I.D. #06-06-200-001 (Affects that part of the land within said Section 6).

   Taxes for 1997 are paid in the amount of $23,643.80. Tax I.D. #06-08-100-001 (Affects that part of the land within said Section 8 and other property).

   Taxes for 1997 are paid in the amount of $5,416,653.10. Tax I.D. #06-07-100-001 (Affects Part of the land within said Section 7).

   Taxes for 1997 are paid in the amount of $98.00. Tax I.D. #06-07-400-002 (Affects Part of the land within said Section 7).

   Taxes for 1997 are paid in the amount of $10,536.54. Tax I.D. #05-01-400-001. (Affects that part of the land within said Section 1).

4. Tax Parcels 06-05-400-001 and 06-08-200-001 are reflected on the sidvell maps as "L.H." (Leasehold) and are reported as not active by the Assessor. This should be explained and our commitment is subject thereto. Also, we find no fee tax parcel 4 assessed to Commonwealth Edison Company for that part of the land falling within the Southwest quarter of said Section. A tax division should be made.

5. Rights of the public, the State of Illinois, and the municipality in and to that part of the premises in question taken, used or dedicated for roads or highways, including those instruments recorded as 179014 (Book 236 page 479), 179017 (Book 236 page 485) and 179016 (Book 236 page 483), as Document #229523 and Document #229456.

6. Rights of way for drainage ditches, drain tiles, feeders, laterals, and underground pipes, if any.

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B CONTINUED

G017572

7. Release in favor of Sanitary District of Chicago from any and all loss or damage by reason of construction, enlargement or use, whether original or enlarged, of any channel, ditch, drain, outlet or any other instrumentality or improvement which release shall run with the land and as recorded October 30, 1930 in Book 149, at page 371 as Document #96858. (For particulars see record)

8. Easement in favor of Northern Illinois Gas Co. for gas main and auxilary purposes over portions of land in Sections 7 and 8 recorded August 27, 1992 as Document #317857. (For particulars see record)

9. Cathodic Protection Easement in favor of Natural Gas Pipeline Company of America over portions of land in the Southeast quarter of section 7 and the West 1/2 of Section 8 recorded August 28, 1995 as Document #340928. (For particulars see record)

10. Pipeline Easement and consent in favor of Mid-America Pipeline Company recordedAugust 15, 1989 as Document #299101 to install, use, construct, reconstruct, operate, maintain, repair, replace and remove pipeline for the transportation of natural gas liquids and ethylene together with other facilities. (For particulars see record)

11. Right of way for railroad switch and spur tracks, if any.

12. Rights of the United States of America, State of Illinois the municipality and the public, in and to that part of the subject property falling in the bed of the Illinois River, also rights of the adjoining property owners in and to the free and unobstructed flow of the water thereof.

13. Right of way grant to Texas Illinois Natural Gas Pipeline Company recorded January 29, 1951 in Book 211 at page 245 as Document #149563 and modified by unrecorded agreement dated June 29, 1973 over a 75 foot strip over the Southeast quarter of Section 7, Section 8, Section 5, except the North half of the Northeast quarter of section 5, all in Township 33 North, Range 8 East, and subsequently conveyed to Peoples Gulf Coast Natural Pipeline company dated December 15, 1959 and recorded December 16, 1959 in Book 242 at page 589 and subsequently conveyed to Natural Pipeline Company of America dated October 3, 1960 and recorded October 4, 1960 in Book 248 at page 63. (For particulars see record)

14. Agreement dated July 14, 1965 and recorded September 3, 1965 in Book 272 at page 173 as Document #202053 and modified by unrecorded Agreement dated June 29, 1973 in favor of Natural Gas Pipeline Company of America, a Delaware Corporation for an easement to construct, reconstruct, operate, maintain, repair, alter, replace, move and remove a pipeline and one additional pipeline, etc. under, upon, over, thru and across part of premises in question. See Agreement recorded August 28, 1995 as Document #340928. (For further particulars see record)

15. Right of way easement to Natural Gas Pipeline Company of America dated July 7, 1965 and recorded July 22, 1965 in Book 272 at page 12 as document #201726 for the purposes of installing, maintaining and repairing natural gas pipeline upon part of premises in question. Modified by unrecorded agreement dated June 29, 1973.

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B CONTINUED

G017572

16. Right of Way Agreement to Natural Gas Pipeline Company of America dated July 7, 1965 and recorded July 22, 1965 in Book 272 at page 16 as Document #201727 for the purpose of installing, maintaining and repairing natural gas pipe lines over part of premises in question. (For further particulars see record)

17. Agreement dated April 27, 1965 and recorded May 10, 1965 in Book 268 at page 329 as Document #201072, by which the following described rights, privileges and interests were conveyed by Carl F. Anderson and Genevieve Collins Anderson, his wife to Natural Gas Pipeline Company of America:
(a) Right of Way and easements to construct, operate and maintain an additional pipeline for the transportation of natural gas petroleum products, etc. under, upon, over, through and across part of the land lying in the East half of Section 33 and other property. By virtue of said agreement we note the covenants, conditions and agreements therein contained. (For particulars see record)

18. Right of way easement to Naural Gas Pipeline Company of America as successor to Texas Illinois natural Gas Pipeline Company dated November 6, 1958 and recorded in Book 211 at page 199 as Document #149088 for the purpose in installing, maintaining and repairing natural gas pipeline upon part of the premises in question. (For further particulars see record)

19. Right of Way easements to Northern Illinois Gas by Instument recorded March 18, 1963 in Book 257 at page 148 as Document #194984 for the purpose of installing, maintaining and repairing natural gas pipelines over part of premises in question.

20. Easement in favor of Northern Illinois Gas Co. for a right of way for a 16 inch pipeline and a 36 inch pipeline together with valves and other appurtenances to be used in connection with that company's business as a public utility upon, over, under and across sections 4, 5, and 8, Township 33 North, Range 8 East of the Third Principal Meridian and Section 33, Township 34 North, Range 8 East of the Third Principal Meridian and as set forth in instrument recorded March 17, 1978 as Document #254373.

21. Gas pipeline right of way in favor of Northern Illinois Gas Co. dated January 30, 1963 and recorded in Book 257 at page 154 as Document #194987. (Affects part of land in Southeast 1/4 of said Section 7)

22. Rights of way dated January 30, 1963 and recorded March 18, 1963 in Book 257 at page 164 as Document 194912; in favor of Northern Illinois Gas Co., an Illinois Corporation to lay, maintain, operate, renew, remove a gas main and other necessary gas facilities in, under, upon, along the part of premises in question in the Southeast quarter of said Section 7. (For particulars see record)

23. Easement created by grant dated November 15, 1935 and recorded February 20, 1936 as Document #185742 in favor of Northern Illinois Coal Corporation of the right to use a natural and existing swale or water course over and across the Southeast quarter of Section 7, Tonwship 33 North, Range 8 East, together with the right of ingress and egress thereto for the purpose of cleaning out said water course.

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B CONTINUED

G017572

24. Release of damages in favor of Goose Lake Township Highway Commissioner relative to vacation of portions of Collins Road executed by Commonwealth Edison Company recorded March 19, 1973 as Document #229605. (Affects ownership of said Sections 33 and 32; and said Sections 4 and 5)

25. Right of Way easement to American Telephone and Telegraph Company dated December 15, 1964 and recorded January 29, 1965 in Book 266 at page 692 as Document #200268 and in Book 266 at page 690 as Document #200267 for the purpose of installing and maintaining equipment over part of premises in question in said Section 34 and said Section 33. (For further particulars see record)

26. Easement in Favor of American Telephone and Telegraph Company for a right-of-way for underground cables, wires, conduits, manholes, drains, splicing boxes, surface testing terminals, repeaters, repeater housings, markers and other appurtenances composing a part of its communication system upon, over, under and across Section 33, Township 34 North, Range 8 East of the Third Principal Meridian as set forth in Deeds recorded July 11, 1974 as Document #235464 and 235465.

27. Easement in favor of Illinois Bell Telephone Co. for a right of way for under-ground cables, wires, conduit, manholes, surface testing-terminals, markers and associated equipment for the transmission of sounds and signals by electricity upon, over, under and across Section 4, Township 33 North, Range 8 East of the Third Principal Meridian as set forth in Deed recorded July 11, 1974 as Document #235464 and 235465.

28. Rights of a small cemetary established by a deed dated May 25, 1881 and recorded on September 24, 1881, as Document No. 32053 in Grundy County, Illinois, a portion of which cemetary is located (according to survey) in Section 1, Township 33 North, Range 7 East of the Third Principal Meridian as set forth in Deeds recorded July 11, 1974 as Document #235464 and 235465.

29. Indentures of a general or specific nature and supplements thereto made by Commonwealth Edison Company to Continental Illinois National Bank of Chicago, as Trustee, to secure an indebtedness as specified therein. NOTE: Harris Trust and Savings Bank and D.G. Donovan of Chicago are now the Trustees.

30. Easement in favor of American Telephone and Telegraph, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded as Document #235066 in Book 325, page 285. (For particulars see record)

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B CONTINUED

G017572

31. We should be furnished a certified copy of the Directors' Resolutions authorizing the Conveyance or Mortgage to be insured. Said resolutions should evidence the corporate authority of the party executing said Conveyance or Mortgage. If they do not, then a certified copy of the corporate by-laws should also be furnished.

    NOTE: In the event the Conveyance or Mortgage comprises a sale or encumbrance of all, or substanially all, of the assets of the corporation, we should also be furnished a certified copy of the shareholders' members resolution authorizing said Conveyance or Mortgage. This Commitment is subject to such further exceptions, if any, as may then be deemed necessary after our review of these materials.

32. Before issuance of Policy, a properly executed ALTA Statement, Affidavit in Lieu of Survey or Current Survey should be submitted.

    NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

33. NOTE: The legal description shown in Schedule A describes either unsubdivided land or a portion of subdivided land. If any conveyance of the land is exempt from the operation of the provisions of the Plat Act (765 ILCS 205/1 (A) ET SEQ.), such Deed may need to be accompanied by a Plat Act Affidavit. If any proposed deed is not exempt, compliance should be had with the provisions of the Plat Act.

34. Existing unrecorded leases, and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.

35. Terms, powers, provisions and limitations of the trust under which title to the premises in question is held.

36. Rights or claims of parties in possession not shown by the public records.

37. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

38. Easements or claims of easements not shown by the public records.

CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B CONTINUED

G017572

39. Easements in favor of Commonwealth Edison Company as set forth in Instrument recorded _____ as Document # _____ and as depicted on survey prepared by SDI Consulting Ltd. and dated _____:

a. Transmission Easement No. 2 being 400 feet in width and located within said Section 1. (For particulars see record)
b. Transmission Easement No. 2 being 400 feet in width and located within said Section 1. (For particulars see record)
c. Transmission Easement No. 3 being 300 feet in width and located in said Section 7 and 6. (For particulars see record)

40. Easements in favor of Commonwealth Edison Company as set forth in Instrument recorded _____ as Document _____ and as depicted on sheets 7 & 8 of survey prepared by SDI Consulting Lts. and dated _____:

a. Communications Easement No. 1
b. Communications Easement No. 2
c. Communications Easement No. 3
d. Communications Easement No. 4

41. Easements in favor of Commonwealth Edison Company as set forth in Instrument recorded _____ as Document # _____ and as depicted on sheet 9 of survey prepared by SDI consulting Ltd and dated _____:

a. Microwave Air Rights Easement No. 1
b. Microwave Air Rights Easement No. 2
c. Microwave Air Rights Easement No. 3

42. Easement in favor of Commonwealth Edison Company for ingress and egress as set forth Instrument recorded _____ as Document # _____ as depicted on sheet 10 of survey prepared by SDI Consulting Ltd and dated _____,

43. Easements in favor of Commonwealth Edison Company as set forth in instrument recorded _____ as Document # _____ and as depicted on sheet 11 of survey prepared by SDI Consulting Ltd. and dated _____.

a. Distribution Easement No. 1
b. Distribution Easement No. 2

44. Unrecorded Agreement dated _____ between Commonwealth Edison Company and the State of Illinois, Department of Conservation leasing and devising that part of the land designated therein as the "Collins Conservation Area" (as described and defined therein) NOTE: we must be furnished with a complete copy.

45. Easement pursuant to unrecorded agreement in favor of Illinois Bell Telephone Company to intall, operate, maintain, replace and remove a communication cable under and across portions of said Sections 4 and 33 as set foth on Exhibit A thereto, said agreement dated March 1, 1984.

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B CONTINUED

G017572

46. Unrecorded easement in favor of Illinois Bell Telephone Company, its seccessors and assigns, to construct, operate, maintain, replace and remove a communications system over portions of said Sections 4, 33 and 34 being a strip of land 16.5 feet wide as set forth in instrument dated September 19, 1973.

47. Rights of Ameritech to install, operate, maintain and remove underground fiber optic cable and neccessary appurtenances thereto located along and within portions of Pine Bluff Road right of way disclosed by letter of December 14, 1995 generated by Commonwealth Edison Company to John M. Gray, Engineer Right of Way, Ameritech.

48. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

CHICAGO TITLE INSURANCE COMPANY

BY R. C. B. Conley
Representative

GRUNDY PIONEER TITLE CO., INC.
116 E. Washington St.
P.O. Box 647
Morris, IL 60450

PAGE 12 OF 12
JANUARY 12, 1999
END/jes

COMMITMENT FOR TITLE INSURANCE

Crawford Sale Tract

Chicago Title Insurance Company

Providing Title Related Services Since 1847

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A (which policy or policies cover title risks and are subject to the Exclusions from Coverage and the Conditions and Stipulations as contained in said policy/ies) in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedules A and B hereof and to the Commitment Conditions and Stipulations which are hereby incorporated by reference and made a part of the Commitment. A complete copy of the Commitment Conditions and Stipulations is available upon request and such include, but are not limited to, the proposed Insured's obligation to disclose, in writing, knowledge of any additional defects, liens, encumbrances, adverse claims or other matters which are not contained in the Commitment; provisions that the Company's liability shall in no event exceed the amount of the policy/ies as stated in Schedule A hereof, must be based on the terms of this Commitment, shall be only to the proposed Insured and shall be only for actual loss incurred in good faith reliance on this Commitment; and provisions relating to the General Exceptions, to which the policy/ies will be subject unless the same are disposed of to the satisfaction of the Company.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by issuance of a revised Commitment.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment is based upon a search and examination of Company records and/or public records by the Company. Utilization of the information contained herein by an entity other than the Company or a member of the Chicago Title and Trust Family of Title Insurers for the purpose of issuing a title commitment or policy or policies shall be considered a violation of the proprietary rights of the Company of its search and examination work product.

This Commitment shall not be valid or binding until signed by an authorized signatory.

Issued By:

CHICAGO TITLE INSURANCE COMPANY
171 N. CLARK STREET
CHICAGO, IL 60601

Refer Inquiries To:

(312)223-3005

CHICAGO TITLE INSURANCE COMPANY

By Harry S. Gey

Authorized Signatory

Commitment No.: 1401 007789961 D2

DSJ66A 4/98 GJC 02/19/99

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

YOUR REFERENCE: CRAWFORD SOLD PARCEL ORDER NO.: 1401 007789961 D2

EFFECTIVE DATE: AUGUST 18, 1998

1. POLICY OR POLICIES TO BE ISSUED:

   OWNER'S POLICY: ALTA OWNERS 1992
   AMOUNT: $10,000.00
   PROPOSED INSURED: TO COME

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT AND COVERED HEREIN IS A FEE SIMPLE UNLESS OTHERWISE NOTED.

3. TITLE TO SAID ESTATE OR INTEREST IN SAID LAND IS AT THE EFFECTIVE DATE VESTED IN:

   COMMONWEALTH EDISON COMPANY, A CORPORATION OF ILLINOIS

4. MORTGAGE OR TRUST DEED TO BE INSURED:

   NONE

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, AND PART OF THE SOUTHWEST 1/4 OF SECTION 35 ALL IN TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE SOUTH 00 DEGREES 50 MINUTES 57 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 FOR 642.71 FEET; THENCE NORTH 87 DEGREES 32 MINUTES 32 SECONDS EAST 28.01 FEET TO THE NORTHWEST CORNER OF A PRIVATE ROADWAY EASEMENT RECORDED JULY 13, 1992 AS DOCUMENT 92507833 IN COOK COUNTY, ILLINOIS; THENCE SOUTH 00 DEGREES 55 MINUTES 57 SECONDS EAST ALONG A LINE 28.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35 FOR 151.63 FEET TO THE PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT 11 COURSES AND DISTANCES COINCIDENT WITH A PRIVATE ROADWAY EASEMENT RECORDED JULY 13, 1992 AS DOCUMENT 92507833 IN COOK COUNTY, ILLINOIS 1) THENCE NORTH 89 DEGREES 04 MINTES 03 SECONDS EAST ALONG A LINE PERPENDICULAR TO SAID LINE 28.0 FEET EAST OF AND PARALLEL WITH THE WEST OF THE NORTHWEST 1/4 OF SAID SECTION 35, A DISTANCE OF 6.0 FEET; 2) THENCE NORTHEASTWARDLY ALONG A CURVED LINE, CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 34.0 FEET AND TANGENT TO SAID LINE 28.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35, A DISTANCE OF 35.01 FEET; 3) THENCE CONTINUING NORTH 58 DEGREES 04 MINUTES 03 SECONDS EAST, ALONG A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 206.83 FEET; 4) THENCE CONTINUING IN A NORTHEASTWARDLY DIRECTION, ALONG A CURVED LINE, CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 70.0 FEET AND TANGENT TO LAST DESCRIBED STRAIGHT LINE, A DISTANCE OF 72.08 FEET, TO A POINT IN A LINE 261.72 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35, (MEASURED ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4); 5)THENCE NORTH 00 DEGREES 55 MINUTES 57 SECONDS WEST ALONG SAID LINE 261.72 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35, SAID PARALLEL LINE BEING TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 263.80 FEET; 6) THENCE CONTINUING NORTHEASTWARDLY ALONG A CURVED LINE CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 100.0 FEET AND TANGENT TO LAST DESCRIBED LINE, A DISTANCE OF 135.33 FEET; 7) THENCE NORTH 76 DEGREES 36 MINUTES 04 SECONDS EAST ALONG A STRAIGHT LINE TANGENT TO LAST DESCRIBED CURVE, A DISTANCE OF 113.51 FEET (RECORD) 113.33 FEET (MEASURE); 8) THENCE CONTINUING NORTHEASTWARDLY ALONG A CURVED LINE, CONVEX TO THE NORTH, HAVING A RADIUS OF 1,471.16 FEET AND TANGENT TO LAST DESCRIBED STRAIGHT LINE, A DISTANCE OF 310.96 FEET; 9) THENCE NORTH 88 DEGREES 42 MINUTES 42 SECONDS EAST ALONG A STRAIGHT LINE TANGENT TO LAST DESCRIBED CURVE, A DISTANCE OF 418.63 FEET; 10) THENCE CONTINUING ALONG A CURVED LINE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 400.0 FEET AND TANGENT TO LAST DESCRIBED STRAIGHT LINE, A DISTANCE OF 125.45 FEET TO A POINT COMPOUND CURVE; 11) THENCE CONTINUING ALONG A CURVED LINE CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 45.0 FEET, A DISTANCE OF 56.785 FEET TO A POINT OF TANGENCY IN THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35, SAID POINT BEING 244.53 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35; THENCE SOUTH 01 DEGREES 01 MINUTES 16 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 FOR 1084.08 FEET TO THE NORTHWEST CORNER OF BLOCK 2 IN COOLBAUGH AND LIBBY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4, NORTH OF THE CANAL OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED

APRIL 22, 1876 AS DOCUMENT 821172; THENCE NORTH 88 DEGREES 48 MINUTES 09 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 2, BEING ALSO THE NORTH LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35 AND ALSO ALONG THE NORTH LINE OF LOT 31 IN THE SANITARY DISTRICT TRUSTEES SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 1908 AS DOCUMENT 4180216, FOR 1280.94 FEET TO THE NORTHEAST CORNER OF SAID LOT 31; THENCE SOUTH 01 DEGREES 09 MINUTES 05 SECONDS EAST 289.48 FEET (RECORD) 289.93 FEET (MEASURE) TO THE SOUTHEAST CORNER OF SAID LOT 31; THENCE SOUTH 67 DEGRES 11 MINUTES 36 SECONDS WEST ALONG THE SOUTH LINE OF LOTS 31, 33, 35 AND 37 IN SAID SANITARY DISTRICT TRUSTEES SUBDIVISION 2765.58 FEET TO THE EAST LINE OF THE WEST 50.00 FEET OF SAID LOT 37; THENCE NORTH 00 DEGREES 55 MINUTES 57 SECONDS WEST ALONG LAST SAID EAST LINE 302.68 FEET; THENCE SOUTH 67 DEGREES 11 MINUTES 36 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 37 FOR 53.88 FEET; THENCE NORTH 00 DEGREES 55 MINTES 57 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 35 FOR 1025.60 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 35; THENCE NORTH 00 DEGREES 55 MINUTES 57 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 FOR 532.97 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 03 SECONDS EAST PERPENDICULAR TO LAST SAID WEST LINE FOR 28.00 FEET TO THE PLACE OF BEGINNING, (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF BLOCK 2 IN COOLBAUGH AND LIBBY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4, NORTH OF THE CANAL, OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1876 AS DOCUMENT 821172; THENCE NORTH 88 DEGREES 48 MINUTES 09 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 2 FOR 148.54 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING ALONG THE NORTH LINE OF SAID BLOCK 2 BEING ALSO THE NORTH LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, NORTH 88 DEGREES 48 MINUTES 09 SECONDS EAST 585.31 FEET; THENCE SOUTH 01 DEGREES 03 MINUTES 27 SECONDS EAST ALONG A LINE PARALLEL WITH THE WEST LINE OF LOT 31 IN THE SANITARY DISTRICT TRUSTEES SUBDIVISION ACCORDING TO THE PLAT THEREOF REORDED MARCH 31, 1908 AS DOCUMENT 4180216 FOR 369.25 FEET; THENCE SOUTH 82 DEGREES 27 MINTUES 46 SECONDS WEST 59.33 FEET; THENCE SOUTH 59 DEGREES 26 MINTUES 34 SECONDS WEST 240.62 FEET; THENCE SOUTH 68 DEGREES 38 MINUTES 00 SECONDS WEST 69.25 FEET; THENCE SOUTH 62 DEGREES 05 MINUTES 27 SECONDS WEST 91.10 FEET; THENCE SOUTH 67 DEGREES 12 MINUTES 33 SECONDS WEST 235.51 FEET; THENCE SOUTH 89 DEGREES 10 MINUTES 15 SECONDS WEST 112.63 FEET; THENCE NORTH 01 DEGREES 01 MINUTES 16 SECONDS WEST PARALLEL WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35 FOR 262.51 FEET; THENCE NORTH 67 DEGRES 11 MINUTES 08 SECONDS EAST 245.73 FEET; THENCE NORTH 40 DEGREES 41 MINTES 03 SECONDS WEST 106.37 FEET; THENCE NORTH 01 DEGREES 01 MINUTES 16 SECONDS WEST PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35 FOR 209.42 FEET TO THE PLACE OF BEGINNING), IN COOK COUNTY, ILLINOIS.

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ORDER NO.: 1401 007789961 D2

1. IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:

   A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY;

   B. A PROPERLY EXECUTED ALTA STATEMENT;

   C. UTILITY LETTERS FROM THE MUNICIPALITY OR COUNTY (IF UNINCORPORATED), LOCAL GAS, ELECTRIC AND TELEPHONE COMPANIES AND IF APPLICABLE, THE LOCAL CABLE TELEVISION COMPANY AND WESTERN UNION.

   MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

   NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

2. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

AC 3. 1. TAXES FOR THE YEAR(S) 1998 AND 1999
1999 TAXES ARE NOT YET DUE OR PAYABLE.

1A. NOTE: 1998 FIRST INSTALLMENT NOT YET DUE OR PAYABLE

PERM TAX#	PCL	YEAR	1ST INST	STAT	2ND INST	STAT
16-35-117-002-0000	1 OF 7	1997	$5,286.50	PAID	$4,499.34	PAID
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION						
16-35-118-001-0000	2 OF 7	1997	$110,754.38	PAID	$97,765.51	PAID
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION						
16-35-300-001-0000	3 OF 7	1997	$733,087.48	PAID	$447,281.29	PAID
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION AND OTHER PROPERTY						
16-35-300-019-0000	4 OF 7	1997	$36,488.49	PAID	$26,029.93	PAID
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION AND OTHER PROPERTY						
16-35-301-001-0000	5 OF 7	1997	$30,590.38	PAID	$20,657.28	PAID
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION AND OTHER PROPERTY						
16-35-301-002-0000	6 OF 7	1997	$37,511.87	PAID	$24,007.55	PAID
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION AND OTHER PROPERTY						
16-35-301-003-0000	7 OF 7	1997	$23,517.55	PAID	$19,115.26	PAID
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION AND OTHER PROPERTY						

* *

PERM TAX# 16-35-300-001-0000 PCL 5 OF 7 VOLUME 580

2A NOTE: NOTE: THE COUNTY COLLECTOR HAS ISSUED MULTIPLE TAX BILLS FOR

THIS LAND TO ACCOMMODATE SPECIAL VALUATION OF POLLUTION CONTROL FACILITIES UNDER 35ILCS200/11-15. RELATIVE THERETO WE NOTE: YEARS 1980 TO 1996 ARE DOUBLE ASSESSED. YEAR 1980 TOTAL TAX BILLS AMOUNTING TO $4,024.92 AND $921,367.94 ARE PAID. YEAR 1981 TOTAL TAX BILLS AMOUNTING TO $3,908.29 AND $954.826.67 ARE PAID. YEAR 1982 TOTAL TAX BILLS AMOUNTING TO $4,438.70 AND $1,090.654.09 ARE PAID. YEAR 1983 TOTAL TAX BILLS AMOUNTING TO $4,213.42 AND $1,101,327.26 ARE PAID. YEAR 1984 TOTAL TAX BILLS ARE $3,783.58 AND $1,107,087.24 ARE PAID. YEAR 1985 TOTAL TAX BILLS AMOUNTING TO $3,818.11 AND $1,038,363.87 ARE PAID. YEAR 1986 TOTAL TAX BILLS AMOUNTING $4,698.67 AND $1,104,007.88 ARE PAID. YEAR 1987 TOTAL TAX BILLS AMOUNTING TO $4,298.89 ARE PAID AND $1,252,348.10 ARE PAID. YEAR 1988 TOTAL TAX BILLS AMOUNTING TO $2,925.69 AND $1,283,799.84 ARE PAID. YEAR 1989 TOTAL TAX BILLS AMOUNTING TO $2,622.67 AND $1,277,478.94 ARE PAID. YEAR 1990 TOTAL TAX BILLS AMOUNTING TO $2,447.66 AND $1,357.079.56 ARE PAID. YEAR 1991 TOTAL TAX BILLS AMOUNTING TO $2,186.50 AND $1,545,389.04 ARE PAID. YEAR 1992 TOTAL TAX BILLS AMOUNTING TO $2,011.36 AND $1,605,661.21 ARE PAID. YEAR 1993 TOTAL TAX BILLS AMOUNTING TO $2,248.74 AND $1,635,436.01 ARE PAID. YEAR 1994 TOTAL TAX BILLS AMOUNTING TO $2,305.16 AND $1,411,351.59 ARE PAID. YEAR 1995 TOTAL TAX BILLS AMOUNTING TO $3,066.75 AND $1,430,966.36 ARE PAID. YEAR 1996 TOTAL TAX BILLS AMOUNTING TO $1,507.66 AND $1,466,174.95 ARE PAID.

ALSO NOTE: THIS LAND THAT LIES WITHIN THE BOUNDARIES OF THE CITY OF CHICAGO'S SPECIAL SERVICE AREA NUMBER 12 AND IS SUBJECT TO THE ADDITIONAL TAXES AS SHOWN IN THE ABOVE SET-UPS.

A 4. MORTGAGE DATED JULY 1, 1923 AND RECORDED DECEMBER 18, 1923 AS DOCUMENT 8223555 MADE BY THE COMMONWEALTH EDISON COMPANY TO CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO AND DONALD W. ALFVIN AS TRUSTEE AND CO-TRUSTEE FOR THE ISSUANCE OF BONDS AND SUPPLEMENTED FROM TIME TO TIME.

(AFFECTS LAND AND OTHER PROPERTY)

B 5. GRANT DATED NOVEMBER 19, 1927 AND RECORDED DECEMBER 5, 1927 AS DOCUMENT NUMBER 9861538 IN FAVOR OF THE SANITARY DISTRICT OF CHICAGO A PERPETUAL EASEMENT, RIGHT, AUTHORITY TO CONSTRUCT, INSTALL, OPERATE, USE, MAINTAIN, RENEW, REPLACE AN INTERCEPTING SEWER APPURTENANCES UPON, UNDER AND THROUGH A STRIP OF LAND 25 FEET WIDE LYING EAST OF AND ADJOINING THE WEST LINE OF SECTION AND EXTENDING FROM CENTER THREAD OF WEST FORK OF SOUTH BRANCH OF CHICAGO RIVER ON THE NORTH TO NORTH LINE OF LOT 37 IN THE SANITARY DISTRICT TRUSTEES SUBDIVISION OF ITS MAIN CHANNEL ON SOUTH.

(AFFECTS PART LAND)

C 6. GRANT DATED NOVEMBER 19, 1927 AND RECORDED DECEMBER 5, 1927 AS DOCUMENT NUMBER 9861539 IN FAVOR OF THE SANITARY DISTRICT OF CHICAGO A PERPETUAL EASEMENT, RIGHT AND AUTHORITY TO CONSTRUCT, MAINTAIN AND OPERATE AN INTERCEPTING SEWER AND APPURTENANCES UPON, UNDER AND THROUGH A STRIP OF LAND 30 FEET WIDE EXTENDING ACROSS THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 SECTION WHICH LIES SOUTH OF RIGHT OF WAY OF THE CHICAGO AND ILLINOIS WESTERN RAILROAD AND EAST OF THE WEST 225.72 FEET OF SAID SOUTHWEST 1/4 THE CENTER LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SECTION 1829.8 FEET SOUTH OF NORTHWEST CORNER OF SECTION THENCE NORTHEASTERLY ON A STRAIGHT LINE MAKING AN ANGLE OF 69 DEGREES 55 MINUTES WITH SAID WEST LINE OF SECTION FOR A DISTANCE OF 1419.8 FEET MORE OR LESS TO POINT IN CENTERLINE OF HAMLIN AVE PRODUCED 55.2 FEET SOUTH OF NORTH LINE OF 33RD STREET PRODUCED.

(AFFECTS PART LAND)

D 7. PERMIT DATED MARCH 4, 1931 AND RECORDED APRIL 2, 1931 AS DOCUMENT NUMBER 10874443 FROM THE STATE OF ILLINOIS DEPARTMENT OF PURCHASES

TERMS, CONDITIONS AND PROVISIONS OF THE PERMIT.

(AFFECTS PART LAND)

E 8. AGREEMENT DATED AUGUST 24, 1942 AND RECORDED DECEMBER 2, 1942 AS DOCUMENT NUMBER 12998513 MADE BY AND BETWEEN THE CHICAGO AND ILLINOIS WESTERN RAILROAD AND THE COMMONWEALTH EDISON COMPANY ESTABLISHING A DIVIDING LINE BETWEEN PROPERTIES.

(FOR FURTHER PARTICULARS, SEE RECORD.)

(AFFECTS PART LAND)

F 9. GRANT DATED NOVEMBER 19, 1927 AND RECORDED DECEMBER 5, 1927 AS DOCUMENT NUMBER 9861537 IN FAVOR OF THE SANITARY DISTRICT OF CHICAGO A PERPETUAL EASEMENT, RIGHT, AUTHORITY TO CONSTRUCT, INSTALL, OPERATE, USE, MAINTAIN, RENEW, REPLACE AN INTERCEPTING SEWER APPURTENNANCES UPON, UNDER AND THROUGH THE FOLLOWING PROPERTY BEGINNING AT POINT IN WEST LINE OF SECTION WHERE SAID WEST LINE OF SECTION INTERSECTS NORTH RIGHT OF WAY LINE OF THE SANITARY DISTRICT OF CHICAGO SAID RIGHT OF WAY BEING ALSO NORTHWESTERLY LINE OF LOT 37 OF SANITARY DISTRICT TRUSTEES SUBDIVISION OF ITS MAIN CHANNEL THENCE NORTH ALONG SAID WEST LINE OF SECTION 35 FOR A DISTANCE OF 403.17 FEET THENCE EAST AT RIGHT ANGLES FROM SAID SECTION LINE 38.5 FEET THENCE SOUTHEASTERLY ON A STRAIGHT LINE TO A POINT ON NORTHWESTERLY LINE OF SAID LOT 37 WHICH POINT IS 44 FEET EASTERLY AT RIGHT ANGLES FROM SAID SECTION LINE THENCE SOUTHWESTERLY ON NORTHWESTERLY LINE OF LOT 37 TO POINT OF BEGINNING.

(AFFECTS PART LAND)

G 10. PERMIT DATED MARCH 3, 1971 AND RECORDED MARCH 26, 1971 AS DOCUMENT NUMBER 21431960 FROM THE DEPARTMENT OF THE ARMY DEPARTMENT OF ENGINEERS

TERMS, CONDITIONS AND PROVISIONS OF THE PERMIT.

(AFFECTS PART LAND AND OTHER PROPERTY)

H 11. GRANT DATED AUGUST 31, 1944 AND RECORDED SEPTEMBER 11, 1944 AS DOCUMENT NUMBER 13354687 AND RECORDED NOVEMBER 4, 1953 AS DOCUMENT NUMBER 15761913 MADE BY AND BETWEEN THE SANITARY DISTRICT OF CHICAGO AND THE COMMONWEALTH EDISON COMPANY.

(FOR FURTHER PARTICULARS, SEE RECORD.)

(AFFECTS PART LAND AND OTHER PROPERTY)

J 12. CONDITIONS, RESERVATIONS AND RESTRICTIONS CONTAINED IN DEED RECORDED JANUARY 26, 1943 AS DOCUMENT NUMBER 13022639.

(AFFECTS PART LAND AND OTHER PROPERTY)

K 13. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES, AS SHOWN ON SURVEY PREPARED BY SDI CONSULTANTS, INC., DATED - ORDER NO. -.

L 14. RAILROAD RIGHT OF WAY, SPUR AND SWITCH TRACKS, IF ANY AND LANDS USED OR OCCUPIED FOR RAILROAD PURPOSESAS SHOWN ON SURVEY PREPARED BY SDI CONSULTANTS, INC., DATED - ORDER NO. -.

M 15. GRANT BY ORDINANCE RECORDED NOVEMBER 9, 1936 AS DOCUMENT 11906526 BY THE BOARD OF TRUSTEES OF THE SANITARY DISTRICT OF CHICAGO TO THE CITY OF CHICAGO OF RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, MAINTAIN, OPERATE AND REPAIR A SEWER AND OUTFALL STRUCTURE TO CONNECT WITH THE MAIN CHANNEL OF THE SANITARY DISTRICT OF CHICAGO UPON, UNDER AND THROUGH THE WEST 33 FEET OF THE LAND.

(AFFECTS PART LAND AND OTHER PROPERTY)

O 16. PERMIT DATED FEBRUARY 27, 1978 AND RECORDED <APRIL 6, 1978 AS DOCUMENT NUMBER 24392316 FROM THE DEPARTMENT OF THE ARMY

TERMS, CONDITIONS AND PROVISIONS OF THE PERMIT.

(AFFECTS PART LAND)

Q 17. PERMIT DATED SEPTEMBER 27, 1982 AND RECORDED OCTOBER 26, 1982 AS DOCUMENT NUMBER 26391512 FROM THE DEPARTMENT OF THE ARMY

TERMS, CONDITIONS AND PROVISIONS OF THE PERMIT.

(AFFECTS PART LAND AND OTHER PROPERTY)

R 18. AGREEMENT DATED SEPTEMBER 5, 1984 AND RECORDED JULY 22, 1985 AS DOCUMENT NUMBER 85112138 MADE BY AND BETWEEN COMPANY AND THE ILLINOIS BELL TELEPHONE COMPANY A PERPETUAL CENTERLINE EASEMENT WITHOUT WARRANTY, THE RIGHT AND PRIVILEGE TO INSTALL, OPERATE, MAINTAIN, REPLACE AND REMOVE ONE COMMUNICATION

CABLE AND TWO POLES IN, UNDER AND ACROSS PARCEL 18 OF THE CRAWFORD STATION PROPERTY IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

(FOR FURTHER PARTICULARS, SEE RECORD.)

(AFFECTS PART LAND AND OTHER PROPERTY)

U 19. MUNICIPAL REAL ESTATE TRANSFER TAX STAMPS (OR PROOF OF EXEMPTION) MUST ACCOMPANY ANY CONVEYANCE AND CERTAIN OTHER TRANSFERS OF PROPERTY LOCATED IN CHICAGO. PLEASE CONTACT SAID MUNICIPALITY PRIOR TO CLOSING FOR ITS SPECIFIC REQUIREMENTS, WHICH MAY INCLUDE THE PAYMENT OF FEES, AN INSPECTION OR OTHER APPROVALS.

V 20. NOTE: IT APPEARS THAT THE AMOUNT OF INSURANCE STATED IN SCHEDULE A MAY BE LESS THAN 80 PERCENT OF THE LESSER OF: (1) THE VALUE OF THE INSURED ESTATE OR INTEREST OR (2) THE FULL CONSIDERATION PAID FOR THE LAND. YOUR ATTENTION IS DIRECTED TO THOSE PROVISIONS OF PARAGRAPH 7(B) OF THE CONDITIONS AND STIPULATIONS OF THE OWNER'S POLICY WHICH PROVIDE THAT IN SUCH CASE, THE COMPANY MAY ONLY BE OBLIGATED TO PAY PART OF ANY LOSS INSURED AGAINST UNDER THE TERMS OF THE POLICY.

THE ABOVE NOTE IS SHOWN FOR YOUR INFORMATION WITH RESPECT TO THE OWNER'S POLICY ONLY AND WILL NOT APPEAR ON SUCH POLICY. NEVERTHELESS, SUCH OMISSION SHOULD NOT BE CONSTRUED TO MEAN THAT SUCH POLICY IS NOT SUBJECT TO THOSE PROVISIONS OF PARAGRAPH 7(B) OF THE CONDITIONS AND STIPULATIONS REFERRED TO IN THE NOTE. IF, HOWEVER, THE NOTE IS STAMPED "WAIVED" ON THE FACE OF THIS COMMITMENT, SUCH WAIVER SHALL BE DEEMED AN ACKNOWLEDGMENT BY THE COMPANY THAT THE AMOUNT OF INSURANCE STATED IN SCHEDULE A HEREIN IS, FOR THE PURPOSES OF SAID PARAGRAPH 7(B), NOT LESS THAN 80 PERCENT OF THE LESSER OF THE VALUE OF THE INSURED ESTATE OR INTEREST OR THE FULL CONSIDERATION PAID FOR THE LAND.

W 21. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.

X 22. WE SHOULD BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND, OR, IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY SUCH PROPERTY MANAGER.

Y 23. WE SHOULD BE FURNISHED A CERTIFIED COPY OF THE DIRECTORS' RESOLUTIONS AUTHORIZING THE CONVEYANCE OR MORTGAGE TO BE INSURED. SAID RESOLUTIONS SHOULD EVIDENCE THE AUTHORITY OF THE PERSONS EXECUTING THE CONVEYANCE OR MORTGAGE. IF THEY DO NOT, A CERTIFIED COPY OF THE CORPORATE BY-LAWS ALSO SHOULD BE FURNISHED.

IF SAID CONVEYANCE OR MORTGAGE COMPRISES ALL OR SUBSTANTIALLY ALL THE CORPORATION'S ASSETS, WE ALSO SHOULD BE FURNISHED A CERTIFIED COPY OF THE SHAREHOLDER/MEMBER RESOLUTIONS WHICH AUTHORIZE SAID CONVEYANCE OR MORTGAGE. THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS, IF ANY, AS MAY BE DEEMED NECESSARY AFTER OUR REVIEW OF THESE MATERIALS.

AA 24. UNRECORDED PIPELINE EASEMENT AND SUPPLEMENTAL EASEMENT AGREEMENT DATED SEPTEMBER 4, 1987 BY AND BETWEEN COMMONWEALTH EDISON COMPANY AND THE PEOPLES GAS LIGHT AND COKE COMPANY TO INSTALL, CONSTRUCT, RECONSTRUCT, RENEW, OPERATE, MAINTAIN, INSPECT, REPAIR, REPLACE AND REMOVE A 42-INCH GAS MAIN, AS INDICATED ON EXHIBIT "A" ATTACHED THERETO.

(AFFECTS PART LAND AND OTHER PROPERTY)

AB 25. UNRECORDED ROADWAY LICENSE COMMENCING NOVEMBER 1, 1998 AND EXPIRING OCTOBER 31, 2003 AND DATED NOVEMBER 17, 1998 BY AND BETWEEN COMMONWEALTH EDISON COMPANY AND THE CITY OF CHICAGO FOR THE NON-EXCLUSIVE USE OF ONE PRIVATE ROADWAY FOR INGRESS AND EGRESS OVER THAT PORTION OF THE LAND AS DEPICTED ON EXHIBIT "A" ATTACHED THERETO.

(AFFECTS PART OF LAND)

AD 26. ENCROACHMENT OF THE BUILDING LOCATED MAINLY ON THE PROPERTY NORTHEAST AND ADJOINING ONTO THE LAND BY APPROXIMATELY.13 FEET, AS SHOWN ON PLAT OF SURVEY NUMBER - PREPARED BY SDI CONSULTING DATED -.

AE 27. PROPOSED INGRESS AND EGRESS EASEMENT AS CREATED BY - DATED - AND RECORDED - AS DOCUMENT - BY AND BETWEEN - AND COMMONWEALTH EDISON OVER THE FOLLOWING DESCRIBED PROPERTY:

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(AFFECTS PART LAND)

AF 28. PROPOSED INGRESS AND EGRESS EASEMENT AS CREATED BY - DATED - AND RECORDED - AS DOCUMENT - BY AND BETWEEN - AND COMMONWEALTH EDISON OVER THE FOLLOWING DESCRIBED PROPERTY:

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(AFFECTS PART LAND)

** END **

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ORDER NO.: 1401 007789455 D2

1. IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:

   A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY;

   B. A PROPERLY EXECUTED ALTA STATEMENT;

   C. UTILITY LETTERS FROM THE MUNICIPALITY OR COUNTY (IF UNINCORPORATED), LOCAL GAS, ELECTRIC AND TELEPHONE COMPANIES AND IF APPLICABLE, THE LOCAL CABLE TELEVISION COMPANY AND WESTERN UNION.

   MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

   NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

2. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

AA 3. THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS, IF ANY, AS MAY BE DEEMED NECESSARY UPON COMPLETION OF OUR UPDATED AND REVISED TAX AND SPECIAL ASSESSMENT SEARCH.

A 4. MORTGAGE DATED JULY 1, 1923 AND RECORDED DECEMBER 18, 1923 AS DOCUMENT 6223555 MADE BY THE COMMONWEALTH EDISON COMPANY TO CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO AND DONALD W. ALFVIN AS TRUSTEE AND CO-TRUSTEE FOR THE ISSUANCE OF BONDS.
SUPPLEMENTED BY INSTRUMENTS RECORDED AS DOCUMENT LR688057, 11631374,11122143,11123715, 12168744, 12324777, 13379014, 13480378, 13865859, 14369941, 15390637, 15583011, 15901657, 16603962, 16852596, 17186196, 17828520, 19785463 19982885, 20019433, 20099951, 20099950, 20397300, 20548730, 20632668, 20792422 LR2372142, 21056032, 21134826, 21217529, 21280227, 21369565, 21544973, 21564044, 21938488, LR2698097, 22362058, 22377042, 22383641, 22383640, 22516559, 22522646, 22673724, LR2745879, 22709696, 22751035, 22751036, 22776832, 22953475, 23010856, 23118834, 23184087, 23246702, 23302469, AND 23421700

   (AFFECTS LAND AND OTHER PROPERTY)

C 5. RIGHTS OF THE UNITED STATES OF AMERICA, THE STATE OF ILLINOIS, THE COUNTY OF COOK, THE CITY OF CHICAGO AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO IN AND TO SO MUCH OF THE LAND AS MAY BE COVERED BY THE SOUTH BRANCH OF THE CHICAGO RIVER AND CANALS AND SLIPS ADJACENT THERETO.

F 6. PERPETUAL EASEMENT IN FAVOR OF THE PEOPLES GAS LIGHT AND COKE COMPANY TO CONSTRUCT, RECONSTRUCT, REPAIR, RENEW, MAINTAIN AND OPERATE ITS GAS MAINS AND APPURTENANT EQUIPMENT IN, THROUGH, UNDER, ALONG AND ACROSS A STRIP OF LAND

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1401 007789455 D2

DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MEASURED ALONG THE NORTH LINE OF SAID SECTION 29, WHICH IS 2911.85 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 29; AND 1098.91 FEET SOUTH OF SAID NORTH LINE OF SECTION 29 ALONG A COURSE FORMING AN ANGLE OF 89 DEGREES, 57 MINUTES, 8 SECONDS, MEASURED FROM WEST TO SOUTH WITH SAID NORTH LINE OF SECTION 29; THENCE CONTINUING SOUTH ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 27.86 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 135 DEGREES, 11 MINUTES, 17 SECONDS WITH THE LAST COURSE, MEASURED FROM NORTH TO SOUTHEAST, A DISTANCE OF 248.16 FEET; THENCE EASTERLY ALONG A LINE 1303 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 29, SAID LINE FORMING AN ANGLE OF 134 DEGREES, 45 MINUTES, 51 SECONDS WITH THE LAST COURSE, MEASURED FROM NORTHWEST TO EAST, A DISTANCE OF 63.11 FEET; THENCE SOUTH ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 57 MINUTES 08 SECONDS WITH THE LAST COURSE, MEASURED FROM WEST TO SOUTH, A DISTANCE OF 100.84 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF LAND CONVEYED TO THE SANITARY DISTRICT OF CHICAGO; THENCE WESTERLY ALONG SAID LINE BEING ALSO THE NORTH DOCK LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER, A DISTANCE OF 60.99 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 146 DEGREES, 24 MINUTES, 43 SECONDS WITH THE LAST COURSE, MEASURED FROM EAST TO NORTHWEST, SAID LINE BEING ALSO 60 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SECOND COURSE DESCRIBED ABOVE, A DISTANCE OF 62.63 FEET TO A POINT 1098.91 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 29; THENCE EAST 50 FEET TO THE POINT OF BEGINNING, IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS,

AS RESERVED BY THE PEOPLES GAS LIGHT AND COKE COMPANY IN ITS DEED TO COMMONWEALTH EDISON COMPANY, RECORDED DECEMBER 29, 1955 AS DOCUMENT 16456303.

G 7. RIGHTS OF PUBLIC AND QUASI-PUBLIC UTILITIES, IF ANY, FOR MAINTENANCE THEREIN OF POLES, CONDUITS, SEWERS AND OTHER FACILITIES IN VARIOUS VACATED STRIPS UNDERLYING LAND.

H 8. RIGHTS OF SPUR AND SWITCH TRACKS TRAVELING IN A SOUTHEASTERLY DIRECTION FROM SOUTH CERMAK ROAD AS DEPICTED ON SURVEY PREPARED BY SDI CONSULTANTS LTD., DATED OCTOBER 30, 1998 AS PROJECT NUMBER 98156.

J 9. GRANT IN FAVOR OF MAXWELL BROS DATED MAY 29, 1942 AND RECORDED JULY 8, 1942 AS DOCUMENT 12922016 GRANTING AN EASEMENT TO CONSTRUCT AND MAINTAIN SEWER IN THE EAST 10 FEET OF MASON'S CANAL WEST AND ADJOINING LOTS 75 TO 80 AND IN EAST 10 FEET OF THE WEST 50 FEET OF THE SOUTH 75 FEET OF LOT 81 TO BE USED BY OWNERS OF LOTS 75 TO 80 AND WEST 50 FEET OF THE SOUTH 75 FEET OF LOT 81 AND EAST 1/2 OF MASON'S CANAL WEST AND ADJOINING LOTS 75 TO 80.

K 10. GRANT DATED JANUARY 28, 1970 AND RECORDED APRIL 15, 1970 AS DOCUMENT NUMBER 21135575 IN FAVOR OF CBQ, BURLINGTON AND QUINCY RAILROAD COMPANY GRANTING AN EASEMENT TO INSTALL A RAILROAD TRACK ON THE FISK STATION PROPERTY LOCATED AT 1111 W. CERMAK ROAD IN SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, AT THE LOCATION INDICATED IN RED ON EXHIBIT ATTACHED THERETO (SAID EXHIBIT SHOWS CERMAK ROAD, CARPENTER STREET, MORGAN STREET AND MASONS CANAL AND WHAT APPEARS TO BE LOTS 71 TO 83)

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1401 007789455 D2

L 11. PERMIT DATED MARCH 27, 1980 AND RECORDED JUNE 5, 1980 AS DOCUMENT NUMBER 25478145 FROM THE DEPARTMENT OF THE ARMY TO COVENANTS AND RESTRICTIONS

TERMS, CONDITIONS AND PROVISIONS OF THE PERMIT.

(AFFECTS PART LAND AND OTHER PROPERTY AND OTHER PROPERTY)

M 12. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.

N 13. WE SHOULD BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND, OR, IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY SUCH PROPERTY MANAGER.

O 14. NOTE: IT APPEARS THAT THE AMOUNT OF INSURANCE STATED IN SCHEDULE A MAY BE LESS THAN 80 PERCENT OF THE LESSER OF: (1) THE VALUE OF THE INSURED ESTATE OR INTEREST OR (2) THE FULL CONSIDERATION PAID FOR THE LAND. YOUR ATTENTION IS DIRECTED TO THOSE PROVISIONS OF PARAGRAPH 7(B) OF THE CONDITIONS AND STIPULATIONS OF THE OWNER'S POLICY WHICH PROVIDE THAT IN SUCH CASE, THE COMPANY MAY ONLY BE OBLIGATED TO PAY PART OF ANY LOSS INSURED AGAINST UNDER THE TERMS OF THE POLICY.

THE ABOVE NOTE IS SHOWN FOR YOUR INFORMATION WITH RESPECT TO THE OWNER'S POLICY ONLY AND WILL NOT APPEAR ON SUCH POLICY. NEVERTHELESS, SUCH OMISSION SHOULD NOT BE CONSTRUED TO MEAN THAT SUCH POLICY IS NOT SUBJECT TO THOSE PROVISIONS OF PARAGRAPH 7(B) OF THE CONDITIONS AND STIPULATIONS REFERRED TO IN THE NOTE. IF, HOWEVER, THE NOTE IS STAMPED "WAIVED" ON THE FACE OF THIS COMMITMENT, SUCH WAIVER SHALL BE DEEMED AN ACKNOWLEDGMENT BY THE COMPANY THAT THE AMOUNT OF INSURANCE STATED IN SCHEDULE A HEREIN IS, FOR THE PURPOSES OF SAID PARAGRAPH 7(B), NOT LESS THAN 80 PERCENT OF THE LESSER OF THE VALUE OF THE INSURED ESTATE OR INTEREST OR THE FULL CONSIDERATION PAID FOR THE LAND.

P 15. MUNICIPAL REAL ESTATE TRANSFER TAX STAMPS (OR PROOF OF EXEMPTION) MUST ACCOMPANY ANY CONVEYANCE AND CERTAIN OTHER TRANSFERS OF PROPERTY LOCATED IN CHICAGO. PLEASE CONTACT SAID MUNICIPALITY PRIOR TO CLOSING FOR ITS SPECIFIC REQUIREMENTS, WHICH MAY INCLUDE THE PAYMENT OF FEES, AN INSPECTION OR OTHER APPROVALS.

Q 16. NOTE: THE LAND DESCRIBED IN SCHEDULE A EITHER IS UNSUBDIVIDED PROPERTY OR CONSTITUTES PART OF A SUBDIVIDED LOT. AS A RESULT, A PLAT ACT AFFIDAVIT SHOULD ACCOMPANY ANY CONVEYANCE TO BE RECORDED. IN THE ALTERNATIVE, COMPLIANCE SHOULD BE HAD WITH THE PROVISIONS OF THE PLAT ACT (765 ILCS 205/1 ET SEQ.).

R 17. WE SHOULD BE FURNISHED A CERTIFIED COPY OF THE DIRECTORS' RESOLUTIONS AUTHORIZING THE CONVEYANCE OR MORTGAGE TO BE INSURED. SAID RESOLUTIONS SHOULD EVIDENCE THE AUTHORITY OF THE PERSONS EXECUTING THE CONVEYANCE OR MORTGAGE. IF THEY DO NOT, A CERTIFIED COPY OF THE CORPORATE BY-LAWS ALSO SHOULD BE FURNISHED.

IF SAID CONVEYANCE OR MORTGAGE COMPRISES ALL OR SUBSTANTIALLY ALL THE

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1401 007789455 D2

CORPORATION'S ASSETS, WE ALSO SHOULD BE FURNISHED A CERTIFIED COPY OF THE SHAREHOLDER/MEMBER RESOLUTIONS WHICH AUTHORIZE SAID CONVEYANCE OR MORTGAGE. THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS, IF ANY, AS MAY BE DEEMED NECESSARY AFTER OUR REVIEW OF THESE MATERIALS.

T 18. PROPOSED TRANSMISSION EASEMENT AS CREATED BY - DATED - AND RECORDED - AS DOCUMENT - BY AND BETWEEN - AND COMMONWEALTH EDISON OVER THE FOLLOWING DESCRIBED PROPERTY:

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(AFFECTS PART LAND)

U 19. PROPOSED TRANSMISSION EASEMENT AS CREATED BY - DATED - AND RECORDED - AS DOCUMENT - BY AND BETWEEN - AND COMMONWEALTH EDISON OVER THE FOLLOWING DESCRIBED PROPERTY:

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(AFFECTS PART LAND)

V 20. PROPOSED TRANSMISSION EASEMENT AS CREATED BY - DATED - AND RECORDED - AS DOCUMENT - BY AND BETWEEN - AND COMMONWEALTH EDISON OVER THE FOLLOWING DESCRIBED PROPERTY:

-.

(AFFECTS PART LAND)

W 21. PROPOSED DISTRIBUTION EASEMENT AS CREATED BY - DATED - AND RECORDED - AS DOCUMENT - BY AND BETWEEN - AND COMMONWEALTH EDISON OVER THE FOLLOWING DESCRIBED PROPERTY:

-.

(AFFECTS PART LAND)

X 22. PROPOSED INGRESS AND EGRESS EASEMENT AS CREATED BY - DATED - AND RECORDED - AS DOCUMENT - BY AND BETWEEN - AND COMMONWEALTH EDISON OVER THE FOLLOWING DESCRIBED PROPERTY:

-.

(AFFECTS PART LAND)

Y 23. PROPOSED INGRESS AND EGRESS EASEMENT AS CREATED BY - DATED - AND RECORDED - AS DOCUMENT - BY AND BETWEEN - AND COMMONWEALTH EDISON OVER THE FOLLOWING DESCRIBED PROPERTY:

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(AFFECTS PART LAND)

COMMITMENT FOR TITLE INSURANCE

Fisk Sale 2/16

Chicago Title Insurance Company

Providing Title Related Services Since 1847

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A (which policy or policies cover title risks and are subject to the Exclusions from Coverage and the Conditions and Stipulations as contained in said policy/ies) in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedules A and B hereof and to the Commitment Conditions and Stipulations which are hereby incorporated by reference and made a part of the Commitment. A complete copy of the Commitment Conditions and Stipulations is available upon request and such include, but are not limited to, the proposed Insured's obligation to disclose, in writing, knowledge of any additional defects, liens, encumbrances, adverse claims or other matters which are not contained in the Commitment; provisions that the Company's liability shall in no event exceed the amount of the policy/ies as stated in Schedule A hereof, must be based on the terms of this Commitment, shall be only to the proposed Insured and shall be only for actual loss incurred in good faith reliance on this Commitment; and provisions relating to the General Exceptions, to which the policy/ies will be subject unless the same are disposed of to the satisfaction of the Company.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by issuance of a revised Commitment.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment is based upon a search and examination of Company records and/or public records by the Company. Utilization of the information contained herein by an entity other than the Company or a member of the Chicago Title and Trust Family of Title Insurers for the purpose of issuing a title commitment or policy or policies shall be considered a violation of the proprietary rights of the Company of its search and examination work product.

This Commitment shall not be valid or binding until signed by an authorized signatory.

Issued By:

CHICAGO TITLE INSURANCE COMPANY
171 N. CLARK STREET
CHICAGO, IL 60601

Refer Inquiries To:

(312)223-3005

CHICAGO TITLE INSURANCE COMPANY
By Harry S. Gerry
Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY CORPORATE SEAL

Commitment No.: 1401 007789455 D2

DSJ66A 4/98 KJN 02/17/99

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

YOUR REFERENCE: SOLD FISK STATION ORDER NO.: 1401 007789455 D2

EFFECTIVE DATE: AUGUST 18, 1998

1. POLICY OR POLICIES TO BE ISSUED:

   OWNER'S POLICY: ALTA OWNERS 1992
   AMOUNT: TO COME
   PROPOSED INSURED: TO COME

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT AND COVERED HEREIN IS A FEE SIMPLE UNLESS OTHERWISE NOTED.

3. TITLE TO SAID ESTATE OR INTEREST IN SAID LAND IS AT THE EFFECTIVE DATE VESTED IN:

   COMMONWEALTH EDISON COMPANY, A CORPORATION OF ILLINOIS

4. MORTGAGE OR TRUST DEED TO BE INSURED:

   NONE

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

THE FOLLOWING 15 PARCELS TAKEN AS A TRACT:
PARCEL 1:
LOTS 118 TO 126, BOTH INCLUSIVE, AND THE SOUTH 3/4 OF LOT 127 (EXCEPT FROM SAID LOTS THE NORTH 775 FEET LYING WEST OF A LINE 213 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH RACINE AVENUE (SAID WEST LINE OF SOUTH RACINE AVENUE DESCRIBED IN AGREEMENT BETWEEN COMMONWEALTH EDISON COMPANY AND THE PEOPLES GAS LIGHT AND COKE COMPANY RECORDED FEBRUARY 9, 1943 AS DOCUMENT 13028301) IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO IN SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO A STRIP OF LAND 50 FEET IN WIDTH LYING WEST OF AND ADJOINING SAID LOTS 118 AND 119 IN COOK COUNTY, ILLINOIS.
PARCEL 2:
THAT PART OF LYING NORTH OF A LINE 1098.91 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SECTION 29 OF THE FOLLOWING DESCRIBED REAL ESTATES:
LOTS 27 AND 117 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO IN SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO A STRIP OF LAND 50 FEET IN WIDTH LYING WEST OF AND ADJOINING SAID LOT 117 AND WESTERLY OF AND ADJOINING SAID LOT 27 AND NORTHERLY OF A LINE DRAWN AT RIGHT ANGLES TO SAID WESTERLY LINE OF LOT 27 THROUGH A POINT 106.90 FEET SOUTHEASTERLY OF THE NORTHWEST CORNER THEREOF, IN COOK COUNTY, ILLINOIS.
PARCEL 3:
LOTS 28, 29 AND 30 AND LOT 31, (EXCEPT THAT PART OF SAID LOT 31 LYING NORTH OF THE NORTHERLY LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER, AS WIDENED, HERETOFORE CONVEYED BY THE PEOPLES GAS LIGHT AND COKE COMPANY TO COMMONWEALTH EDISON COMPANY BY DEED DATED APRIL 4, 1932 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 11072308 AND BY DEED DATED MARCH 21, 1940 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 12467543), AND THE SOUTH 1/2 OF THAT PART OF VACATED LUMBER STREET LYING NORTHEASTERLY OF AND ADJOINING SAID LOTS 29, 30 AND LOT 31 (EXCEPT THAT PART OF THE SOUTHERLY 1/2 OF SAID VACATED LUMBER STREET LYING NORTH OF AND ADJOINING THE EASTERLY PORTION OF LOT 31 HERETOFORE CONVEYED AS AFORESAID): EXCEPTING FROM SAID LOTS 28, 29, 30 AND 31 THAT PART THEREOF CONVEYED BY THE PEOPLES GAS LIGHT AND COKE COMPANY TO THE SANITARY DISTRICT OF CHICAOG BY DEED DATED JUNE 25, 1900 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 2981634, ALL IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, IN SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PARCEL 4:
THAT PART LYING SOUTH OF A LINE 1098.91 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SECTION 29 OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 27 AND 117 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO IN SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO A STRIP OF LAND 50 FEET IN WIDTH LYING WEST OF AND ADJOINING SAID LOT 117 AND WESTERLY OF AND ADJOINING SAID LOT 27 AND NORTHERLY OF A LINE DRAWN AT RIGHT ANGLES TO SAID WESTERLY LINE OF LOT 27 THROUGH A POINT 106.90 FEET SOUTHEASTERLY OF THE NORTHWEST CORNER THEREOF, IN COOK COUNTY, ILLINOIS.
PARCEL 5:
THE EASTERLY 1/2 OF THROOP'S CANAL LYING WESTERLY OF AND ADJOINING LOTS 27 AND 28 AND LYING SOUTHERLY OF A LINE DRAWN AT RIGHT ANGLES TO SAID WESTERLY LINE OF LOT 27 THROUGH A POINT 106.90 FEET SOUTHEASTERLY OF THE NORTHWESTERLY CORNER THEREOF IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO IN SECTION 29, TOWNSHIP 39 NORTH,

RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PARCEL 6:
A STRIP OF LAND 76 FEET IN WIDTH BEING PART OF LOTS 138 AND 139 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO IN SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PART OF SAID LOT 138 LYING SOUTH OF A LINE WHICH IS 1039.70 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTH 3/4 OF LOT 128 (SAID NORTH LINE OF THE SOUTH 3/4 OF LOT 128 BEING A LINE 25 FEET SOUTH OF AND PARALLEL WITH SOUTH LINE OF WEST CERMAK ROAD) IN SAID GREENE'S SOUTH BRANCH ADDITION TO CHICAGO AND ALL THAT PART OF SAID LOT 139 LYING NORTH OF A LINE WHICH IS 1115.70 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTH 3/4 OF SAID LOT 128, TOGETHER WITH THAT PART OF THE WEST 1/2 OF THROOP'S CANAL LYING EAST OF AND ADJOINING THE ABOVE DESCRIBED PROPERTY IN COOK COUNTY, ILLINOIS.
PARCEL 7:
ALL THAT PART OF VACATED SOUTH RACINE AVENUE LYING EAST AND ADJOINING LOT 27 AND THE EAST LINE OF LOTS 117 TO 127 AND LYING NORTHERLY OF AND ADJOINING THE NORTHERLY LINE OF LOTS 28 AND 29 AND LYING WEST AND ADJOINING THE WEST LINE OF BLOCK "B" AND SAID WEST LINE EXTENDED SOUTH IN COMMONWEALTH EDISON COMPANY'S BLOCK "B" BEING A CONSOLIDATION OF SUNDRY LOTS AND LYING SOUTH OF AND ADJOINING A LINE DRAWN FROM THE NORTHWEST CORNER OF COMMONWEALTH EDISON COMPANY'S BLOCK "B" AFOREMENTIONED TO THE POINT OF INTERSECTION OF THE EAST LINE AND NORTH LINE OF THE SOUTH 3/4 OF LOT 127 (EXCEPT THEREFROM THAT PART OF THE EAST 1/2 OF SOUTH RACINE AVENUE LYING NORTH OF THE SOUTH LINE OF COMMONWEALTH EDISON COMPANY'S BLOCK "B" AFOREMENTIONED EXTENDED WESTERLY) IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, IN SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PARCEL 8:
COMMONWEALTH EDISON COMPANY'S BLOCK "B", A CONSOLIDATION OF SUNDRY LOTS AND PARTS OF VACATED STREETS IN GREENE'S SOUTH BRANCH ADDITION ADDITION TO CHICAGO IN SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PARCEL 9:
THAT PART OF THE EAST 1/2 OF SOUTH RACINE AVENUE LYING NORTH OF THE SOUTH LINE OF COMMONWEALTH EDISON COMPANY'S BLOCK "B" EXTENDED WESTERLY OF ALL THAT PART OF VACATED SOUTH RACINE AVENUE LYING EAST AND ADJOINING LOT 27 AND THE EAST LINE OF LOTS 117 TO 127 AND LYING NORTHERLY OF AND ADJOINING THE NORTHERLY LINE OF LOTS 28 AND 29 AND LYING WEST AND ADJOINING THE WEST LINE OF BLOCK "B" AND SAID WEST LINE EXTENDED SOUTH IN COMMONWEALTH EDISON COMPANY'S BLOCK "B" BEING A CONSOLIDATION OF SUNDRY LOTS AND LYING SOUTH OF AND ADJOINING A LINE DRAWN FROM THE NORTHWEST CORNER OF COMMONWEALTH EDISON COMPANY'S BLOCK "B" AFOREMENTIONED TO THE POINT OF INTERSECTION OF THE EAST LINE AND NORTH LINE OF THE SOUTH 3/4 OF LOT 127 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, IN SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PARCEL 10:
THAT PART OF THE EASTERLY 25 FEET OF LOT 31 LYING NORTH OF THE NORTHERLY LINE OF SOUTH BRNACH OF THE CHICAGO RIVER AS WIDENED;
ALSO
THAT PART OF THE SOUTH 1/2 OF VACATED LUMBER STREET LYING NORTH OF AND ADJOINING SAID EASTERLY 25 FEET OF SAID LOT 31;
ALSO
ALL THAT PART OF ALLENS CANAL BOUNDED AS FOLLOWS: ON THE NORTH BY THE CENTER LINE OF VACATED LUMBER STREET EXTENDED EASTERLY, ON THE EAST BY THE CENTER LINE OF ALLENS

CANAL, ON THE SOUTH BY THE NORTH LINE OF SOUTH BRANCH OF CHICAGO RIVER AS WIDENED AND ON THE WEST BY THE WEST LINE OF ALLENS CANAL ALL IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, IN SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 11

ALL OF ALLEN'S CANAL LYING EAST, SOUTH AND WEST OF AND ADJOINING COMMONWEALTH EDISON COMPANY'S BLOCK "B", A CONSOLIDATION OF SUNDRY LOTS AND PARTS OF VACATED STREETS IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, IN SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 1/2 OF ALLEN'S CANAL LYING SOUTH OF THE NORTH LINE EXTENDED EAST OF THE SOUTH 1/2 OF VACATED LUMBER STREET), IN COOK COUNTY, ILLINOIS.

PARCEL 12:

ALL THAT PART OF VACATED FISK STREET LYING EAST, NORTH AND WEST OF AND ADJOINING COMMONWEALTH EDISON COMPANY'S BLOCK "B", A CONSOLIDATION OF SUNDRY LOTS AND PART OF VACATED STREETS IN GREENE'S SOUGH BRANCH ADDITION TO CHICAGO , IN SECTION 29, TOWNSHIP 39 NORTH ,RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 1/2 OF VACATED FISK STREET LYING WEST OF AND ADJOINING LOT 82 (EXCEPT THE NORTH 25 FEET THEREOF) AND LOTS 83 TO 86 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, IN COOK COUNTY, ILLINOIS.

PARCEL 13:

THE WESTERLY 1/2 OF MASON'S CANAL LYING EASTERLY OF AND ADJOINING COMMONWEALTH EDISON COMPANY'S BLOCK "B", A CONSOLIDATION OF SUNDRY LOTS AND PART OF VACATED STREETS IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, IN SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 14:

LOT 82 (EXCEPT THE NORTH 25 FEET THEREOF) AND ALL OF LOTS 83 TO 86;

ALSO

THE EAST 1/2 OF VACATED FISK STREET LYING WEST OF AND ADJOINING SAID LOT 82 (EXCEPT THE NORTH 25 FEET) AND LOTS 83 TO 86;

ALSO

THE WEST 1/2 OF MASON'S CANAL LYING EAST OF AND ADJOINING SAID LOTS 83 TO 86; ALL IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, IN SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 15:

THE WEST 50 FEET OF THE SOUTH 75 FEET OF LOT 81;

ALSO

THE EAST 1/2 OF MASON'S LAND LYING WEST OF AND ADJOINING LOTS 75 TO 80; ALL IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, IN SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIIDAN, IN COOK COUNTY, ILLINOIS.

(EXCEPTING THEREFROM THAT PART OF THE AFORESAID DESCRIBED TRACT TAKEN AS A WHOLE, THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST 50 FEET OF THE SOUTH 75 FEET OF LOT 81 IN SAID GREENE'S SOUTH BRANCH ADDITION TO CHICAGO; THENCE SOUTH 88 DEGREES 47 MINUTES 50 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 25 FEET OF LOT 82 IN SAID GREENE'S SOUTH BRANCH ADDITION TO CHICAGO AND THE NORTH LINE OF SAID COMMONWEALTH EDISON COMPANY BLOCK "B" AND EXTENSIONS OF EACH FOR 411.00 FEET FOR A PLACE OF BEGINNING; THENCE SOUTH 01 DEGREES 08 MINUTES 47 SECONDS EAST ALONG A LINE 17.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF VACATED FISK STREET FOR 536.98 FEET; THENCE SOUTH 88 DEGREES 47 MINUTES 50 SECONDS WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID COMMONWEALTH EDISON COMPANY'S BLOCK "B" FOR 264.87 FEET; THENCE NORTH 01 DEGREES 07 MINUTES 56 SECONDS WEST ALONG THE EAST LINE OF ALLEN'S CANAL COINCIDENT WITH THE BOUNDARY OF SAID COMMONWEALTH EDISON COMPANY'S BLOCK "B" FOR 261.98 FEET; THENCE SOUTH 88 DEGREES, 47 MINUTES, 50 SECONDS WEST 100

FEET; THENCE NORTH 01 DEGREES, 07 MINUTES, 56 SECONDS WEST ALONG THE WEST LINE OF ALLEN'S CANAL COINCIDENT WITH THE BOUNDARY OF SAID COMMONWEALTH EDISON COMPANY'S BLOCK "B" AND ITS NORTHERLY EXTENSION FOR 275 FEET; THENCE NORTH 88 DEGREES, 47 MINUTES, 50 SECONDS EAST ALONG THE NORTH LINE OF SAID COMMONWEALTH EDISON COMPANY'S BLOCK "B" AND ITS EASTERLY EXTENSION FOR 364.74 FEET TO THE PLACE OF BEGINNING OF SAID EXCEPTION) ALSO (EXCEPTING THEREFROM THAT PART OF THE AFORESAID DESCRIBED TRACT TAKEN AS A WHOLE, THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF COMMONWEALTH EDISON COMPANY'S BLOCK "B"; THENCE SOUTH 01 DEGREES, 09 MINUTES, 17 SECONDS EAST ALONG THE WEST LINE OF SAID COMMONWEALTH EDISON COMPANY'S BLOCK "B" FOR 222.46 FEET; THENCE NORTH 88 DEGREES, 50 MINUTES, 43 SECONDS EAST PERPENDICULAR TO LAST SAID LINE FOR 114.92 FEET; THENCE SOUTH 01 DEGREES, 09 MINUTES, 17 SECONDS EAST ALONG A LINE PERPENDICULAR TO LAST SAID LINE FOR 468.24 FEET; THENCE NORTH 88 DEGREES, 53 MINUTES, 38 SECONDS EAST 243.36 FEET; THENCE SOUTH 01 DEGREES, 06 MINUTES, 22 SECONDS EAST PERPENDICULAR TO LAST SAID LINE AND 1 FOOT WEST OF AND PARALLEL WITH THE WEST LINE OF THE EXISTING BRICK BUILDING IDENTIFIED BY COMMONWEALTH EDISON COMPANY AS SWITCHHOUSE NUMBER ONE FOR 616.73 FEET; THENCE SOUTH 88 DEGREES, 17 MINUTES, 13 SECONDS WEST 53.25 FEET; THENCE SOUTH 01 DEGREES, 15 MINUTES, 27 SECONDS EAST 30.65 FEET; THENCE SOUTH 89 DEGREES, 04 MINUTES, 37 SECONDS WEST 71.04 FEET; THENCE NORTH 00 DEGREES 52 MINUTES 08 SECONDS WEST 36.50 FEET; THENCE NORTH 81 DEGREES 26 MINUTES 46 SECONDS WEST 21.82 FEET; THENCE NORTH 00 DEGREES 47 MINUTES 11 SECONDS WEST 147.43 FEET; THENCE NORTH 88 DEGREES, 24 MINUTES, 39 SECONDS EAST 19.93 FEET; THENCE NORTH 01 DEGREES, 35 MINUTES, 21 SECONDS WEST 131.25 FEET; THENCE SOUTH 88 DEGREES, 24 MINUTES, 39 SECONDS, WEST 86.38 FEET; THENCE SOUTH 13 DEGREES, 14 MINUTES, 08 SECONDS WEST 62.38 FEET; THENCE SOUTH 89 DEGREES, 10 MINUTES, 08 SECONDS WEST 67.92 FEET; THENCE SOUTH 01 DEGREES, 30 MINUTES, 08 SECONDS WEST 35.48 FEET; THENCE SOUTH 88 DEGREES, 47 MINUTES, 50 SECONDS WEST ALONG A LINE 1115.70 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH 3/4 OF LOT 128 IN SAID GREENE'S SOUTH BRANCH ADDITION TO CHICAGO FOR 729.90 FEET; THENCE NORTH 01 DEGREES, 08 MINUTES, 58 SECONDS WEST ALONG THE WEST LINE OF SAID LOTS 139 AND 138 IN SAID GREENE'S SOUTH BRANCH ADDITION TO CHICAGO FOR 76 FEET; THENCE NORTH 88 DEGREES, 47 MINUTES, 51 SECONDS EAST ALONG A LINE 1039.70 FEET SOUTH OF AHD PARALLEL WITH THE NORTH LINE OF THE SOUTH 3/4 OF SAID LOT 128 FOR 294.63 FEET; THENCE NORTH 01 DEGREES, 09 MINUTES, 07 SECONDS WEST ALONG THE WEST LINE OF A STRIP OF LAND 50 FEET IN WIDTH LYING WEST OF AND ADJOINING LOTS 118 AND 119 IN SAID GREENE'S SOUTH BRANCH ADDITION TO CHICAGO FOR 264.70 FEET; THENCE NORTH 88 DEGREES, 47 MINUTES, 50 SECONDS EAST 81.62 FEET; THENCE NORTH 01 DEGREES, 09 MINUTES, 17 SECONDS WEST ALONG A LINE 213 WEST OF AND PARALLEL WITH THE WEST LINE OF SOUTH RACINE AVENUE FOR 775 FEET; THENCE NORTH 88 DEGREES, 47 MINUTES, 50 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH 25 FEET OF LOT 27 IN SAID GREENE'S SOUTH BRANCH ADDITION TO CHICAGO FOR 293 FEET TO THE PLACE OF BEGINNING OF SAID EXCEPTION), ALL IN COOK COUNTY, ILLINOIS

NEW PARCEL 16:

THE WESTERLY 1/2 OF THROOP'S CANAL LYING EASTERLY OF AND ADJOINING LOT 25 AND LYING SOUTHEASTERLY OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTHEASTERLY LINE OF SAID LOT 25 AT A POINT 138.50 FEET SOUTHEASTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT 25 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO IN SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1401 007789455 D2

2 24. PROPOSED INGRESS AND EGRESS EASEMENT AS CREATED BY - DATED - AND RECORDED - AS DOCUMENT - BY AND BETWEEN - AND COMMONWEALTH EDISON OVER THE FOLLOWING DESCRIBED PROPERTY:

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(AFFECTS PART LAND)

** END **

COMMITMENT FOR TITLE INSURANCE

Loomis / Sampsons Canal - Part of Fisk

Chicago Title Insurance Company

Providing Title Related Services Since 1847

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A (which policy or policies cover title risks and are subject to the Exclusions from Coverage and the Conditions and Stipulations as contained in said policy/ies) in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedules A and B hereof and to the Commitment Conditions and Stipulations which are hereby incorporated by reference and made a part of the Commitment. A complete copy of the Commitment Conditions and Stipulations is available upon request and such include, but are not limited to, the proposed Insured's obligation to disclose, in writing, knowledge of any additional defects, liens, encumbrances, adverse claims or other matters which are not contained in the Commitment; provisions that the Company's liability shall in no event exceed the amount of the policy/ies as stated in Schedule A hereof, must be based on the terms of this Commitment, shall be only to the proposed Insured and shall be only for actual loss incurred in good faith reliance on this Commitment; and provisions relating to the General Exceptions, to which the policy/ies will be subject unless the same are disposed of to the satisfaction of the Company.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by issuance of a revised Commitment.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment is based upon a search and examination of Company records and/or public records by the Company. Utilization of the information contained herein by an entity other than the Company or a member of the Chicago Title and Trust Family of Title Insurers for the purpose of issuing a title commitment or policy or policies shall be considered a violation of the proprietary rights of the Company of its search and examination work product.

This Commitment shall not be valid or binding until signed by an authorized signatory.

Issued By:

CHICAGO TITLE INSURANCE COMPANY
171 N. CLARK STREET
CHICAGO, IL 60601

Refer Inquiries To:

(312)223-3005

CHICAGO TITLE INSURANCE COMPANY

By Harry S. Gery

Authorized Signatory

Commitment No.: 1401 007795832 02

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

YOUR REFERENCE: LOOMIS SALE TRACT ORDER NO.: 1401 007795832 D2

EFFECTIVE DATE: DECEMBER 31, 1998

1. POLICY OR POLICIES TO BE ISSUED:

   OWNER'S POLICY: ALTA OWNERS 1992
   AMOUNT: $10,000.00
   PROPOSED INSURED: TO COME

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT AND COVERED HEREIN IS A FEE SIMPLE UNLESS OTHERWISE NOTED.

3. TITLE TO SAID ESTATE OR INTEREST IN SAID LAND IS AT THE EFFECTIVE DATE VESTED IN:

   THE COMMONWEALTH EDISON COMPANY

4. MORTGAGE OR TRUST DEED TO BE INSURED:

   NONE

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 007795832 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

THOSE PARTS OF LOTS 21, 141 THROUGH 146, BOTH INCLUSIVE, AND THOSE PARTS OF LOTS 17, 18 AND 19 IN THE RESUBDIVISION OF LOTS 172 TO 174 BOTH INCLUSIVE AND LOTS 11 TO 19 BOTH INCLUSIVE, TOGETHER WITH THAT PART OF LUMBER STREET LYING BETWEEN SAMPSON'S AND STETSON'S CANALS AND THE STREET BETWEEN LOTS 12 AND 13; AND THAT PART OF VACATED LUMBER STREET LYING SOUTHEASTERLY OF AND ADJOINING SAID LOTS 141 AND 142; TOGETHER WITH PART OF SAMPSON'S CANAL, ALL IN GREEN'S SOUTH BRANCH ADDITION TO CHICAGO, BEING THE NORTH FRACTIONAL PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 16.72 ACRES THEREOF), DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY LINE OF LAND CONVEYED TO THE SANITARY DISTRICT OF CHICAGO BY DEED RECORDED NOVEMBER 24, 1900 AS DOCUMENT NO. 3036603, 6.25 FEET NORTHEASTERLY OF MEASURED AT RIGHT ANGLES TO THE SOUTHWESTERLY LINE OF SAID LOT 21; THENCE NORTHWESTERLY ALONG A LINE 6.25 FEET NORTHEASTERLY OF MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 21, 198.96 FEET, MORE OR LESS, TO A POINT ON A LINE THAT IS 211 FEET MEASURED AT RIGHT ANGLES WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 142 TO 146 BOTH INCLUSIVE (BEING ALSO THE WEST LINE OF S. THROOP STREET) EXTENDED SOUTH;THENCE NORTH ALONG SAID PARALLEL LINE, 710.30 FEET; THENCE WEST ALONG A LINE PERPENDICULAR TO SAID PARALLEL LINE, 133.69 FEET TO AN INTERSECTION WITH THE EAST LINES OF LOTS 165 THROUGH 171, BOTH INCLUSIVE, AND THE EXTENSION SOUTH THEREOF; THENCE SOUTH ALONG SAID LINE, 1097.26 FEET TO THE INTERSECTION WITH THE SOUTHERLY LINE OF LOT 17 IN SAID RESUBDIVISION; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINES OF SAID LOTS 17, 18 AND 19, 236.11 FEET TO THE INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 19 EXTENDED SOUTH; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE 179 DEGREES 01 MINUTES 45 SECONDS FROM SOUTHWEST TO NORTH TO NORTHEAST WITH LAST DESCRIBED LINE, 110.98 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ORDER NO.: 1401 007795832 D2

1. IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:

   A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY;

   B. A PROPERLY EXECUTED ALTA STATEMENT;

   C. UTILITY LETTERS FROM THE MUNICIPALITY OR COUNTY (IF UNINCORPORATED), LOCAL GAS, ELECTRIC AND TELEPHONE COMPANIES AND IF APPLICABLE, THE LOCAL CABLE TELEVISION COMPANY AND WESTERN UNION.

   MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

   NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

2. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

Y 3.

   1. TAXES FOR THE YEAR(S) 1998
      1998 TAXES ARE NOT YET DUE OR PAYABLE.

   1A. NOTE: 1997 FIRST INSTALLMENT WAS DUE MARCH 03, 1998
       NOTE: 1997 FINAL INSTALLMENT NOT YET DUE OR PAYABLE

PERM TAX#	PCL	YEAR	1ST INST	STAT	2ND INST	STAT
17-29-102-037-0000	1 OF 3	1997	$24,930.78	PAID	$36,780.98	PAID
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION AND OTHER PROPERTY						
17-29-102-041-0000	2 OF 3	1997	$6,215.02	PAID	$5,321.38	PAID
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION AND OTHER PROPERTY						
17-29-102-040-0000	3 OF 3	1997	$12,981.62	PAID	$4,838.00	PAID
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION AND OTHER PROPERTY						

* *

AB 4. RIGHTS OF THE CITY OF CHICAGO, STATE OF ILLINOIS AND UNITED STATES OF AMERICA THE ABUTTING PROPERTY OWNERS IN AND TO THE FREE AND UNINTERRUPTED FLOW OF THE SOUTH BRANCH OF THE CHICAGO RIVER.

AD 5. RESERVATION CONTAINED IN THE CERTIFICATES ATTACHED TO THE PLAT OF GREENE'S SOUTH BRANCH ADDITION AFORESAID, RECORDED JUNE 17, 1856 IN BOOK 98 OF MAPS PAGE 90 AS DOCUMENT 72190 AND INCLUDED IN SUNDRY DEEDS IN THE CHAIN OF TITLE CONVEYING LAND AND OF THE RIGHT TO LAY DOWN AND MAINTAIN ONE OR MORE RAILROAD

ENGCR:
GJC

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1401 007795832 D2

TRACKS IN THE STREETS LAID OUT IN SAID ADDITION TOGETHER WITH ALL SWITCHES, TURNOUTS AND TURNTABLES AND TO EXTEND ALL OR ANY OF THE CANALS DESIGNATED IN SAID ADDITION NORTH TO SOUTH WHICH WAS FOR THE BENEFIT OF LAND AND IN OTHER LOTS SOUTH OF 22ND STREET AND NORTH OF CHICAGO RIVER.

AG 6. RIGHTS OF THE UNITED STATES OF AMERICA, STATE OF ILLINOIS AND THE CITY OF CHICAGO IN AND TO THAT PART OF LAND FALLING WITH SAMPSON'S CANAL AS SHOWN ON THE PLAT OF GREENE'S SOUTH BRANCH ADDITION TO CHICAGO AND IN THE BED OF THE CHICAGO RIVER FOR THE PURPOSE OF NAVIGATION AND ALL THE PRIVILEGES INCIDENT THERETO AND THE RIGHT OF CONTROL OVER SAID CANAL BY THE UNITED STATES OF AMERICA, STATE OF ILLINOIS, AND THE CITY OF CHICAGO.

AJ 7. MORTGAGE DATED JULY 1, 1923 AND RECORDED DECEMBER 18, 1923 AS DOCUMENT 8223555 MADE BY THE COMMONWEALTH EDISON COMPANY TO CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO AND DONALD W. ALFVIN AS TRUSTEE AND CO-TRUSTEE FOR THE ISSUANCE OF BONDS.
SUPPLEMENTED BY INSTRUMENTS RECORDED AS DOCUMENT LR688057, 11631374,11122143,11123715, 12168744, 12324777, 13379014, 13480378, 13865859, 14369941, 15390637, 15583011, 15901657, 16603962, 16852596, 17186196, 17828520, 19785463 19982885, 20019433, 20099951, 20099950, 20397300, 20548730, 20632668, 20792422 LR2372142, 21056032, 21134826, 21217529, 21280227, 21369565, 21544973, 21564044, 21938488, LR2698097, 22362058, 22377042, 22383641, 22383640, 22516559, 22522646, 22673724, LR2745879, 22709696, 22751035, 22751036, 22776832, 22953475, 23010856, 23118834, 23184087, 23246702, 23302469, AND 23421700

(AFFECTS LAND AND OTHER PROPERTY)

AK 8.

RIGHTS OF PUBLIC OR QUASI-PUBLIC UTILITIES, IF ANY, FOR MAINTENANCE THEREIN OF POLES, CONDUITS, SEWERS, ETC., IN STREETS AND ALLEYS, AND CANALS.

AM 9. PERMIT DATED JANUARY 6, 1941 RECORDED AUGUST 5, 1943 AS DOCUMENT 13119622 FROM THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS DIVISION OF WATERWAYS STATE OF ILLINOIS TO THE COMMONWEALTH EDISON COMPANY.

TERMS, CONDITIONS AND PROVISIONS OF PERMIT.

(AFFECTS APPROXIMATELY THE NORTHERLY 831 FEET 8 INCHES OF SAMPSON'S CANAL)

AP 10. WE SHOULD BE FURNISHED A CERTIFIED COPY OF THE DIRECTORS' RESOLUTIONS AUTHORIZING THE CONVEYANCE OR MORTGAGE TO BE INSURED. SAID RESOLUTIONS SHOULD EVIDENCE THE AUTHORITY OF THE PERSONS EXECUTING THE CONVEYANCE OR MORTGAGE. IF THEY DO NOT, A CERTIFIED COPY OF THE CORPORATE BY-LAWS ALSO SHOULD BE FURNISHED.

IF SAID CONVEYANCE OR MORTGAGE COMPRISES ALL OR SUBSTANTIALLY ALL THE CORPORATION'S ASSETS, WE ALSO SHOULD BE FURNISHED A CERTIFIED COPY OF THE SHAREHOLDER/MEMBER RESOLUTIONS WHICH AUTHORIZE SAID CONVEYANCE OR MORTGAGE.

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1401 007795832 D2

THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS, IF ANY, AS MAY BE DEEMED NECESSARY AFTER OUR REVIEW OF THESE MATERIALS.

AQ 11. MUNICIPAL REAL ESTATE TRANSFER TAX STAMPS (OR PROOF OF EXEMPTION) MUST ACCOMPANY ANY CONVEYANCE AND CERTAIN OTHER TRANSFERS OF PROPERTY LOCATED IN CHICAGO. PLEASE CONTACT SAID MUNICIPALITY PRIOR TO CLOSING FOR ITS SPECIFIC REQUIREMENTS, WHICH MAY INCLUDE THE PAYMENT OF FEES, AN INSPECTION OR OTHER APPROVALS.

AR 12. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.

AS 13. WE SHOULD BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND, OR, IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY SUCH PROPERTY MANAGER.

AT 14. NOTE: IT APPEARS THAT THE AMOUNT OF INSURANCE STATED IN SCHEDULE A MAY BE LESS THAN 80 PERCENT OF THE LESSER OF: (1) THE VALUE OF THE INSURED ESTATE OR INTEREST OR (2) THE FULL CONSIDERATION PAID FOR THE LAND. YOUR ATTENTION IS DIRECTED TO THOSE PROVISIONS OF PARAGRAPH 7(B) OF THE CONDITIONS AND STIPULATIONS OF THE OWNER'S POLICY WHICH PROVIDE THAT IN SUCH CASE, THE COMPANY MAY ONLY BE OBLIGATED TO PAY PART OF ANY LOSS INSURED AGAINST UNDER THE TERMS OF THE POLICY.

THE ABOVE NOTE IS SHOWN FOR YOUR INFORMATION WITH RESPECT TO THE OWNER'S POLICY ONLY AND WILL NOT APPEAR ON SUCH POLICY. NEVERTHELESS, SUCH OMISSION SHOULD NOT BE CONSTRUED TO MEAN THAT SUCH POLICY IS NOT SUBJECT TO THOSE PROVISIONS OF PARAGRAPH 7(B) OF THE CONDITIONS AND STIPULATIONS REFERRED TO IN THE NOTE. IF, HOWEVER, THE NOTE IS STAMPED 'WAIVED' ON THE FACE OF THIS COMMITMENT, SUCH WAIVER SHALL BE DEEMED AN ACKNOWLEDGMENT BY THE COMPANY THAT THE AMOUNT OF INSURANCE STATED IN SCHEDULE A HEREIN IS, FOR THE PURPOSES OF SAID PARAGRAPH 7(B), NOT LESS THAN 80 PERCENT OF THE LESSER OF THE VALUE OF THE INSURED ESTATE OR INTEREST OR THE FULL CONSIDERATION PAID FOR THE LAND.

AU 15. NOTE FOR INFORMATION (ENDORSEMENT REQUESTS):

ALL ENDORSEMENT REQUESTS SHOULD BE MADE PRIOR TO CLOSING TO ALLOW AMPLE TIME FOR THE COMPANY TO EXAMINE REQUIRED DOCUMENTATION.

(THIS NOTE WILL BE WAIVED FOR POLICY).

AW 16. ENCROACHMENT OF THE DEADMAN'S FOUNDATION AND TIEBACK LOCATED IN PART ON THE LAND ONTO THE ADJOINING PROPERTY WEST AND NORTH, AS DISCLOSED TO THE COMPANY.

NOTE: THIS EXCEPTION WILL BE WAIVED UPON A LICENSE/EASEMENT AGREEMENT BY COMMONWEALTH EDISON COMPANY.

** END **

COMMITMENT FOR TITLE INSURANCE

Joliet Station
9 Sale

Chicago Title Insurance Company

Providing Title Related Services Since 1847

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A (which policy or policies cover title risks and are subject to the Exclusions from Coverage and the Conditions and Stipulations as contained in said policy/ies) in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedules A and B hereof and to the Commitment Conditions and Stipulations which are hereby incorporated by reference and made a part of the Commitment. A complete copy of the Commitment Conditions and Stipulations is available upon request and such include, but are not limited to, the proposed Insured's obligation to disclose, in writing, knowledge of any additional defects, liens, encumbrances, adverse claims or other matters which are not contained in the Commitment; provisions that the Company's liability shall in no event exceed the amount of the policy/ies as stated in Schedule A hereof, must be based on the terms of this Commitment, shall be only to the proposed Insured and shall be only for actual loss incurred in good faith reliance on this Commitment; and provisions relating to the General Exceptions, to which the policy/ies will be subject unless the same are disposed of to the satisfaction of the Company.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by issuance of a revised Commitment.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment is based upon a search and examination of Company records and/or public records by the Company. Utilization of the information contained herein by an entity other than the Company or a member of the Chicago Title and Trust Family of Title Insurers for the purpose of issuing a title commitment or policy or policies shall be considered a violation of the proprietary rights of the Company of its search and examination work product.

This Commitment shall not be valid or binding until signed by an authorized signatory.

Issued By:

CHICAGO TITLE INSURANCE COMPANY
103 NORTH OTTAWA STREET
JOLIET, IL 60432

Refer Inquiries To:

(815)726-5331

CHICAGO TITLE INSURANCE COMPANY
CORPORATE SEAL

CHICAGO TITLE INSURANCE COMPANY
By Harry S. Gerry
Authorized Signatory

Commitment No.: 1410 001347520 WB

DSJ66A 4/98 VGG 02/18/99

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

YOUR REFERENCE: JOLIET STATION #9 AND #29 ORDER NO.: 1410 001347520 WB

EFFECTIVE DATE: FEBRUARY 8, 1999

1 POLICY OR POLICIES TO BE ISSUED:

OWNER'S POLICY: ALTA OWNERS 1992
AMOUNT: $10,000.00
PROPOSED INSURED: TO COME

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT AND COVERED HEREIN IS A FEE SIMPLE UNLESS OTHERWISE NOTED.

3. TITLE TO SAID ESTATE OR INTEREST IN SAID LAND IS AT THE EFFECTIVE DATE VESTED IN:

COMMONWEALTH EDISON COMPANY, AN ILLINOIS CORPORATION (FORMERLY KNOWN AS PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS)

4. MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

(A) ALL THAT PART OF THE SOUTH FRACTION OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, IN TOWNSHIP AND RANGE AFORESAID, DESCRIBED AS: BEGINNING AT A POINT 10 CHAINS WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 20; RUNNING THENCE SOUTH 2 CHAINS AND 25 LINKS TO THE NORTH LINE OF THE ILLINOIS CENTRAL GULF RAILROAD (FORMERLY KNOWN AS GULF, MOBILE AND OHIO RAILROAD COMPANY FORMERLY THE CHICAGO AND ALTON RAILROAD) RIGHT OF WAY; THENCE IN A NORTHEASTERLY COURSE ALONG THE NORTH LINE OF SAID RIGHT OF WAY 16 CHAINS 7 LINKS; THENCE NORTH 46 DEGREES 05 MINUTES WEST TO THE CENTER OF THE DESPLAINES RIVER; THENCE IN A SOUTHWESTERLY COURSE ALONG THE CENTER OF SAID RIVER TO A POINT DIRECTLY NORTH OF THE PLACE OF BEGINNING AND THENCE SOUTH TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PORTION USED AND OCCUPIED BY THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY FORMERLY THE ATCHISON, TOPEKA AND SANTA FE RAILROAD);

(B) ALL THAT PART OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALL THAT PART OF THE NORTH 23 ACRES OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29 IN SAID TOWNSHIP AND RANGE, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT A POINT 10 CHAINS WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 20; RUNNING THENCE SOUTH 2 CHAINS AND 25 LINKS TO THE NORTH LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY KNOWN AS GULF, MOBILE AND OHIO RAILROAD COMPANY FORMERLY THE CHICAGO AND ALTON RAILROAD); THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF SAID RIGHT OF WAY 8 CHAINS AND 7 LINKS; THENCE NORTH TO THE CENTER OF THE SOUTH BRANCH OF THE DESPLAINES RIVER; THENCE IN A NORTHEASTERLY COURSE ALONG THE CENTER OF SAID SOUTH BRANCH OF SAID RIVER TO A POINT DIRECTLY NORTH OF THE PLACE OF BEGINNING AND THENCE SOUTH TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM THE RIGHT OF WAY OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY FORMERLY KNOWN AS THE ATCHISON, TOPEKA AND SANTA FE RAILROAD);

PARCEL 2:

(A) THAT PART OF LOTS 4 AND 5, IN HARTMAN'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, IN TOWNSHIP 35 NORTH, AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 1856 IN BOOK 45, PAGE 408 AS DOCUMENT NO. 25116, LYING SOUTHEASTERLY OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY KNOWN AS GULF, MOBILE AND OHIO RAILROAD COMPANY FORMERLY THE CHICAGO AND ALTON RAILROAD); (EXCEPTING THEREFROM ANY PART THEREOF LYING WITHIN THE FOLLOWING DESCRIBED PARCEL TO WIT:

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1410 001347520 WB

THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29 AND THE CENTERLINE OF THE HIGHWAY KNOWN AS PATTERSON ROAD (FORMERLY THE JOLIET AND TRAUTMAN'S GROVE ROAD AS DELINEATED ON THE PLAT OF MARY S. BARNS SUBDIVISION OF PART OF SECTIONS 20 AND 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN) SAID POINT BEING NORTH 01 DEGREES 40 MINUTES 20 SECONDS WEST (ASSUMED BEARING) 1510.12 FEET (AS MEASURED ALONG THE WEST LINE OF SAID EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29) FROM THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 76 DEGREES 29 MINUTES 08 SECONDS WEST 62.40 FEET; THENCE NORTH 84 DEGREES 00 MINUTES 52 SECONDS WEST 76.25 FEET; THENCE NORTH 67 DEGREES 48 MINUTES 28 SECONDS WEST 74.76 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 219.00 FEET, HAVING A CHORD BEARING OF NORTH 86 DEGREES 06 MINUTES 10 SECONDS WEST 139.86 FEET TO A POINT OF TANGENCY; THENCE SOUTH 75 DEGREES 36 MINUTES 08 SECONDS WEST 84.99 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 209.00 FEET, HAVING A CHORD BEARING OF NORTH 88 DEGREES 07 MINUTES 30 SECONDS WEST, 118.72 FEET TO A POINT OF TANGENCY; THENCE NORTH 71 DEGREES 51 MINUTES 08 SECONDS WEST 511.51 FEET; THENCE NORTH 30 DEGREES 33 MINUTES 39 SECONDS WEST 183.26 FEET; THENCE NORTH 25 DEGREES 34 MINUTES 26 SECONDS WEST 29.79 FEET; THENCE NORTH 43 DEGREES 17 MINUTES 01 SECONDS EAST 73.82 FEET; THENCE NORTH 01 DEGREES 43 MINUTES 40 SECONDS EAST 15.91 FEET; THENCE NORTH 63 DEGREES 04 MINUTES 00 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY THE CHICAGO AND ALTON RAILROAD COMPANY) RIGHT-OF-WAY AS DESCRIBED IN DEED RECORDED FEBRUARY 28, 1921 AS DOCUMENT 333574 A DISTANCE OF 539.11 FEET; THENCE SOUTH 27 DEGREES 02 MINUTES 09 SECONDS EAST 132.35 FEET; THENCE NORTH 62 DEGREES 00 MINUTES 05 SECONDS EAST 53.69 FEET; THENCE SOUTH 27 DEGREES 39 MINUTES 11 SECONDS EAST 51.09 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 05 SECONDS WEST 54.24 FEET; THENCE SOUTH 27 DEGREES 02 MINUTES 09 SECONDS EAST 98.61 FEET; THENCE SOUTH 25 DEGREES 19 MINUTES 05 SECONDS WEST 104.60 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 21 SECONDS WEST 92.81 FEET; THENCE SOUTH 36 DEGREES 19 MINUTES 50 SECONDS EAST 84.44 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 11 SECONDS EAST 135.23 FEET; THENCE NORTH 56 DEGREES 07 MINUTES 49 SECONDS EAST 37.26 FEET; THENCE SOUTH 33 DEGREES 31 MINUTES 50 SECONDS EAST 135.13 FEET; THENCE NORTH 56 DEGREES 22 MINUTES 02 SECONDS EAST 72.56 FEET; THENCE SOUTH 67 DEGREES 48 MINUTES 28 SECONDS EAST 217.10 FEET; THENCE SOUTH 44 DEGREES 33 MINUTES 33 SECONDS WEST ALONG THE CENTER LINE OF SAID PATTERSON ROAD 47.04 FEET TO THE PLACE OF BEGINNING);

(B) THAT PART OF THE NORTH 18 ACRES OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY KNOWN AS GULF, MOBILE AND OHIO RAILROAD COMPANY FORMERLY THE CHICAGO AND ALTON RAILROAD); AND NORTHERLY OF THE CENTERLINE OF PATTERSON ROAD (FORMERLY THE JOLIET AND TRAUTMAN'S GROVE ROAD) (EXCEPTING THEREFROM ANY PART THEREOF LYING WITHIN THE FOLLOWING DESCRIBED PARCEL TO WIT: THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29 AND THE CENTERLINE OF THE HIGHWAY KNOWN AS PATTERSON ROAD (FORMERLY THE JOLIET AND TRAUTMAN'S GROVE ROAD AS DELINEATED ON THE PLAT OF MARY S. BARNS SUBDIVISION OF PART OF SECTIONS 20 AND 29,

TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN) SAID POINT BEING NORTH 01 DEGREES 40 MINUTES 20 SECONDS WEST (ASSUMED BEARING) 1510.12 FEET (AS MEASURED ALONG THE WEST LINE OF SAID EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29) FROM THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 76 DEGREES 29 MINUTES 08 SECONDS WEST 62.40 FEET; THENCE NORTH 84 DEGREES 00 MINUTES 52 SECONDS WEST 76.25 FEET; THENCE NORTH 67 DEGREES 48 MINUTES 28 SECONDS WEST 74.76 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 219.00 FEET, HAVING A CHORD BEARING OF NORTH 86 DEGREES 06 MINUTES 10 SECONDS WEST 139.86 FEET TO A POINT OF TANGENCY; THENCE SOUTH 75 DEGREES 36 MINUTES 08 SECONDS WEST 84.99 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 209.00 FEET, HAVING A CHORD BEARING OF NORTH 88 DEGREES 07 MINUTES 30 SECONDS WEST 118.72 FEET TO A POINT OF TANGENCY; THENCE NORTH 71 DEGREES 51 MINUTES 08 SECONDS WEST 511.51 FEET; THENCE NORTH 30 DEGREES 33 MINUTES 39 SECONDS WEST 183.26 FEET; THENCE NORTH 25 DEGREES 34 MINUTES 26 SECONDS WEST 29.79 FEET; THENCE NORTH 43 DEGREES 17 MINUTES 01 SECONDS EAST 73.82 FEET; THENCE NORTH 01 DEGREES 43 MINUTES 40 SECONDS EAST 15.91 FEET; THENCE NORTH 63 DEGREES 04 MINUTES 00 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY THE CHICAGO AND ALTON RAILROAD COMPANY) RIGHT-OF-WAY AS DESCRIBED IN DEED RECORDED FEBRUARY 28, 1921 AS DOCUMENT 333574 A DISTANCE OF 539.11 FEET; THENCE SOUTH 27 DEGREES 02 MINUTES 09 SECONDS EAST 132.35 FEET; THENCE NORTH 62 DEGREES 00 MINUTES 05 SECONDS EAST 53.69 FEET; THENCE SOUTH 27 DEGREES 39 MINUTES 11 SECONDS EAST 51.09 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 05 SECONDS WEST 54.24 FEET; THENCE SOUTH 27 DEGREES 02 MINUTES 09 SECONDS EAST 98.61 FEET; THENCE SOUTH 25 DEGREES 19 MINUTES 05 SECONDS WEST 104.60 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 21 SECONDS WEST 92.81 FEET; THENCE SOUTH 36 DEGREES 19 MINUTES 50 SECONDS EAST 84.44 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 11 SECONDS EAST 135.23 FEET; THENCE NORTH 56 DEGREES 07 MINUTES 49 SECONDS EAST 37.26 FEET; THENCE SOUTH 33 DEGREES 31 MINUTES 50 SECONDS EAST 135.13 FEET; THENCE NORTH 56 DEGREES 22 MINUTES 02 SECONDS EAST 72.56 FEET; THENCE SOUTH 67 DEGREES 48 MINUTES 28 SECONDS EAST 217.10 FEET; THENCE SOUTH 44 DEGREES 33 MINUTES 33 SECONDS WEST ALONG THE CENTER LINE OF SAID PATTERSON ROAD 47.04 FEET TO THE PLACE OF BEGINNING);

(C) THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF SAID NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE CENTER LINE OF THE HIGHWAY KNOWN AS PATTERSON ROAD (FORMERLY KNOWN AS THE JOLIET AND TRAUTMAN'S GROVE ROAD); RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID TRACT, 15 RODS; THENCE SOUTHEASTERLY 11 RODS TO THE CENTER OF SAID HIGHWAY; THENCE SOUTHWESTERLY ALONG THE CENTER OF SAID HIGHWAY, 14 RODS MORE OR LESS TO THE POINT OF BEGINNING; (EXCEPTING THEREFROM ANY PART THEREOF LYING WITHIN THE FOLLOWING DESCRIBED PARCEL TO WIT: THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29 AND THE CENTERLINE OF THE HIGHWAY KNOWN AS PATTERSON ROAD (FORMERLY THE JOLIET AND TRAUTMAN'S GROVE ROAD AS DELINEATED ON THE PLAT OF MARY S. BARNS SUBDIVISION OF PART OF SECTIONS 20 AND 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN) SAID POINT BEING NORTH 01 DEGREES 40 MINUTES 20 SECONDS WEST (ASSUMED BEARING) 1510.12 FEET (AS MEASURED ALONG THE WEST LINE OF SAID EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF

SAID SECTION 29) FROM THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 76 DEGREES 29 MINUTES 08 SECONDS WEST 62.40 FEET; THENCE NORTH 84 DEGREES 00 MINUTES 52 SECONDS WEST 76.25 FEET; THENCE NORTH 67 DEGREES 48 MINUTES 28 SECONDS WEST 74.76 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 219.00 FEET, HAVING A CHORD BEARING OF NORTH 86 DEGREES 06 MINUTES 10 SECONDS WEST 139.86 FEET TO A POINT OF TANGENCY; THENCE SOUTH 75 DEGREES 36 MINUTES 08 SECONDS WEST 84.99 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 209.00 FEET, HAVING A CHORD BEARING OF NORTH 88 DEGREES 07 MINUTES 30 SECONDS WEST 118.72 FEET TO A POINT OF TANGENCY; THENCE NORTH 71 DEGREES 51 MINUTES 08 SECONDS WEST 511.51 FEET; THENCE NORTH 30 DEGREES 33 MINUTES 39 SECONDS WEST 183.26 FEET; THENCE NORTH 25 DEGREES 34 MINUTES 26 SECONDS WEST 29.79 FEET; THENCE NORTH 43 DEGREES 17 MINUTES 01 SECONDS EAST 73.82 FEET; THENCE NORTH 01 DEGREES 43 MINUTES 40 SECONDS EAST 15.91 FEET; THENCE NORTH 63 DEGREES 04 MINUTES 00 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY THE CHICAGO AND ALTON RAILROAD COMPANY) RIGHT-OF-WAY AS DESCRIBED IN DEED RECORDED FEBRUARY 28, 1921 AS DOCUMENT 333574 A DISTANCE OF 539.11 FEET; THENCE SOUTH 27 DEGREES 02 MINUTES 09 SECONDS EAST 132.35 FEET; THENCE NORTH 62 DEGREES 00 MINUTES 05 SECONDS EAST 53.69 FEET; THENCE SOUTH 27 DEGREES 39 MINUTES 11 SECONDS EAST 51.09 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 05 SECONDS WEST 54.24 FEET; THENCE SOUTH 27 DEGREES 02 MINUTES 09 SECONDS EAST 98.61 FEET; THENCE SOUTH 25 DEGREES 19 MINUTES 05 SECONDS WEST 104.60 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 21 SECONDS WEST 92.81 FEET; THENCE SOUTH 36 DEGREES 19 MINUTES 50 SECONDS EAST 84.44 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 11 SECONDS EAST 135.23 FEET; THENCE NORTH 56 DEGREES 07 MINUTES 49 SECONDS EAST 37.26 FEET; THENCE SOUTH 33 DEGREES 31 MINUTES 50 SECONDS EAST 135.13 FEET; THENCE NORTH 56 DEGREES 22 MIN 02 SECONDS EAST 72.56 FEET; THENCE SOUTH 67 DEGREES 48 MINUTES 28 SECONDS EAST 217.10 FEET; THENCE SOUTH 44 DEGREES 33 MINUTES 33 SECONDS WEST ALONG THE CENTER LINE OF SAID PATTERSON ROAD 47.04 FEET TO THE PLACE OF BEGINNING);

PARCEL 4:

(A) ALL THAT PART OF LOTS 4, 5 AND 6, IN HARTMAN'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, IN TOWNSHIP 35 NORTH, AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 1856 IN BOOK 45, PAGE 408 AS DOCUMENT NO. 25116, LYING BETWEEN THE RIGHT OF WAY OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY (FORMERLY KNOWN AS THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY FORMERLY THE CHICAGO, ST. LOUIS AND WESTERN RAILROAD COMPANY) AND THE RIGHT OF WAY OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY KNOWN AS GULF, MOBILE AND OHIO RAILROAD COMPANY FORMERLY THE CHICAGO AND ALTON RAILROAD);

(B) THAT PART OF LOT 4 IN HARTMAN'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, IN TOWNSHIP 35 NORTH, AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 1856 IN BOOK 45, PAGE 408 AS DOCUMENT NO. 25116, LYING NORTHWESTERLY OF THE RIGHT OF WAY OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY (FORMERLY KNOWN AS THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY FORMERLY THE CHICAGO, ST. LOUIS AND WESTERN RAILROAD COMPANY);

PARCEL 5:

(A) LOTS 1, 2 AND 3, IN HARTMAN'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, IN TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 1856 IN BOOK 45, PAGE 408 AS DOCUMENT NO. 25116 (EXCEPTING THEREFROM THE RIGHT OF WAY OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY (FORMERLY KNOWN AS THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY FORMERLY THE CHICAGO, ST. LOUIS AND WESTERN RAILROAD COMPANY) AND EXCEPT THAT PART THEREOF LYING SOUTHEASTERLY OF THE NORTHWESTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY KNOWN AS GULF, MOBILE AND OHIO RAILROAD COMPANY FORMERLY THE CHICAGO AND ALTON RAILROAD);

(B) THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF LOTS 1, 2 AND 3 OF HARTMAN'S SUBDIVISION AFORESAID AND NORTH OF THE NORTH LINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY KNOWN AS THE GULF, MOBILE AND OHIO RAILROAD COMPANY FORMERLY THE CHICAGO AND ALTON RAILROAD) AND WEST OF THE WEST LINE OF LOT 32 OF ASSESSOR'S SUBDIVISION AFORESAID, EXTENDED SOUTH TO INTERSECT SAID NORTH LINE OF SAID ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY KNOWN AS GULF, MOBILE AND OHIO RAILROAD COMPANY FORMERLY THE CHICAGO AND ALTON RAILROAD), (EXCEPTING THEREFROM THE RIGHT OF WAY OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY FORMERLY ATCHISON, TOPEKA AND SANTA FE RAILROAD);

(C) THAT PART OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER THREAD OF THE SOUTH BRANCH OF THE DESPLAINES RIVER AND WEST OF THE WEST LINE OF LOT 32 OF ASSESSOR'S SUBDIVISION OF SAID SECTION 20, (EXCEPTING THEREFROM THE RIGHT OF WAY OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY (FORMERLY ATCHISON, TOPEKA AND SANTA FE RAILROAD);

PARCEL 6:

THAT PART OF LOT 36 IN ASSESSOR'S SUBDIVISION OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY KNOWN AS THE GULF, MOBILE AND OHIO RAILROAD COMPANY FORMERLY THE CHICAGO AND ALTON RAILROAD) AND SOUTHERLY OF THE RIGHT OF WAY OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY (FORMERLY KNOWN AS ATCHISON, TOPEKA AND SANTA FE RAILROAD) (EXCEPTING THEREFROM THAT PART THEREOF TAKEN FOR HIGHWAY KNOWN AS BRANDON ROAD);

PARCEL 7:

LOT 9 IN MARY S. BARNS' SUBDIVISION OF PART OF SECTIONS 20 AND 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL 10:

THAT PART OF THE EAST 906 FEET OF THE SOUTH FRACTION OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY THE GULF, MOBILE AND OHIO RAILROAD COMPANY FORMERLY THE CHICAGO AND

ALTON RAILROAD) AND SOUTH OF THE CENTER THREAD OF THE DESPLAINES RIVER (EXCEPT THAT PART OWNED OR OCCUPIED BY THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY (FORMERLY THE ATCHISON, TOPEKA AND SANTA FE RAILWAY);

PARCEL 24:

THAT PART OF LOT 6 IN HARTMAN'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, IN TOWNSHIP 35 NORTH, AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 1856 IN BOOK 45, PAGE 408 AS DOCUMENT NO. 25116, LYING SOUTHEASTERLY OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY THE GULF, MOBILE AND OHIO RAILROAD COMPANY FORMERLY THE CHICAGO AND ALTON RAILROAD), (EXCEPTING THEREFROM ANY PART THEREOF LYING WITHIN THE FOLLOWING DESCRIBED PARCEL TO WIT: THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29 AND THE CENTERLINE OF THE HIGHWAY KNOWN AS PATTERSON ROAD (FORMERLY THE JOLIET AND TRAUTMAN'S GROVE ROAD AS DELINEATED ON THE PLAT OF MARY S. BARNS SUBDIVISION OF PART OF SECTIONS 20 AND 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN) SAID POINT BEING NORTH 01 DEGREES 40 MINUTES 20 SECONDS WEST (ASSUMED BEARING) 1510.12 FEET (AS MEASURED ALONG THE WEST LINE OF SAID EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29) FROM THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 76 DEGREES 29 MINUTES 08 SECONDS WEST 62.40 FEET; THENCE NORTH 84 DEGREES 00 MINUTES 52 SECONDS WEST 76.25 FEET; THENCE NORTH 67 DEGREES 48 MINUTES 28 SECONDS WEST 74.76 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 219.00 FEET, HAVING A CHORD BEARING OF NORTH 86 DEGREES 06 MINUTES 10 SECONDS WEST 139.86 FEET TO A POINT OF TANGENCY; THENCE SOUTH 75 DEGREES 36 MINUTES 08 SECONDS WEST 84.99 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 209.00 FEET, HAVING A CHORD BEARING OF NORTH 88 DEGREES 07 MINUTES 30 SECONDS WEST, 118.72 FEET TO A POINT OF TANGENCY; THENCE NORTH 71 DEGREES 51 MINUTES 08 SECONDS WEST 511.51 FEET; THENCE NORTH 30 DEGREES 33 MINUTES 39 SECONDS WEST 183.26 FEET; THENCE NORTH 25 DEGREES 34 MINUTES 26 SECONDS WEST 29.79 FEET; THENCE NORTH 43 DEGREES 17 MINUTES 01 SECONDS EAST 73.82 FEET; THENCE NORTH 01 DEGREES 43 MINUTES 40 SECONDS EAST 15.91 FEET; THENCE NORTH 63 DEGREES 04 MINUTES 00 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY THE CHICAGO AND ALTON RAILROAD COMPANY) RIGHT-OF-WAY AS DESCRIBED IN DEED RECORDED FEBRUARY 28, 1921 AS DOCUMENT 333574 A DISTANCE OF 539.11 FEET; THENCE SOUTH 27 DEGREES 02 MINUTES 09 SECONDS EAST 132.35 FEET; THENCE NORTH 62 DEGREES 00 MINUTES 05 SECONDS EAST 53.69 FEET; THENCE SOUTH 27 DEGREES 39 MINUTES 11 SECONDS EAST 51.09 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 05 SECONDS WEST 54.24 FEET; THENCE SOUTH 27 DEGREES 02 MINUTES 09 SECONDS EAST 98.61 FEET; THENCE SOUTH 25 DEGREES 19 MINUTES 05 SECONDS WEST 104.60 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 21 SECONDS WEST 92.81 FEET; THENCE SOUTH 36 DEGREES 19 MINUTES 50 SECONDS EAST 84.44 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 11 SECONDS EAST 135.23 FEET; THENCE NORTH 56 DEGREES 07 MINUTES 49 SECONDS EAST 37.26 FEET; THENCE SOUTH 33 DEGREES 31 MINUTES 50 SECONDS EAST 135.13 FEET; THENCE NORTH 56 DEGREES 22 MINUTES 02 SECONDS EAST 72.56 FEET; THENCE SOUTH 67 DEGREES 48 MINUTES 28

SECONDS EAST 217.10 FEET; THENCE SOUTH 44 DEGREES 33 MINUTES 33 SECONDS WEST ALONG THE CENTER LINE OF SAID PATTERSON ROAD 47.04 FEET TO THE PLACE OF BEGINNING);

PARCEL 32:

THAT PART OF LOT 36 IN ASSESSOR'S SUBDIVISION OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE RIGHT OF WAY OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY (FORMERLY THE ATCHISON, TOPEKA AND SANTA FE RAILROAD) (EXCEPTING THEREFROM THAT PART FALLING IN PROPERTY CONVEYED BY PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS TO THE STATE OF ILLINOIS BY DEED RECORDED FEBRUARY 3, 1928 AS DOCUMENT NO. 414965 AND FURTHER EXCEPTING THAT PART TAKEN FOR BRANDON ROAD, ALL IN TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN);

PARCEL 33:

THAT PART OF SUB-LOT 1 IN WILLIAM BARNES' SUBDIVISION OF THE EAST PART OF LOT 33 IN ASSESSOR'S SUBDIVISION OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID WILLIAM BARNES' SUBDIVISION RECORDED APRIL 8, 1879 IN MAP BOOK 3, PAGE 85 AS DOCUMENT NO. 112430, WHICH LIES NORTH OF THE NORTH RIGHT OF WAY OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY (FORMERLY THE ATCHISON, TOPEKA AND SANTA FE RAILROAD FORMERLY THE CHICAGO, ST. LOUIS AND WESTERN RAILROAD);

PARCEL 34:

THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTERLINE OF THE NORTH BRANCH OF THE DESPLAINES RIVER AND NORTH OF THE CENTERLINE OF THE SOUTH BRANCH OF THE DESPLAINES RIVER AND KNOWN AS "PATTERSON ISLAND";

PARCEL 36:

THAT PART OF LOTS 7 AND 8 IN HARTMAN'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, IN TOWNSHIP 35 NORTH, AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 1856 IN BOOK 45, PAGE 408 AS DOCUMENT NO. 25116, LYING NORTH AND WEST OF A LINE RUNNING PARALLEL WITH AND 50 FEET NORTHWESTERLY OF THE CENTERLINE OF THE TRACKS OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY GULF, MOBILE AND OHIO RAILROAD COMPANY FORMERLY THE CHICAGO AND ALTON RAILROAD) AS NOW LOCATED ACROSS SAID LOTS;

PARCEL 37:

LOTS 4 AND 5 (EXCEPT THE EAST 160 FEET THEREOF), IN MARY S. BARNS' SUBDIVISION OF PART OF SECTIONS 20 AND 29, IN TOWNSHIP 35 NORTH, AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL 38:

(A) THAT PART OF LOTS 7 AND 8 IN HARTMAN'S SUBDIVISION IN THE WEST 1/2 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 1856, IN BOOK 45, PAGE 408, AS DOCUMENT NO. 25116, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY THE GULF, MOBILE AND OHIO RAILROAD COMPANY) AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 7; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 770.75 FEET MORE OR LESS TO A POINT 200 FEET EAST (AS MEASURED ALONG THE NORTH LINE OF SAID LOT 7) OF THE SAID SOUTHEASTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY THE GULF, MOBILE AND OHIO RAILROAD COMPANY); THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT IN THE SOUTH LINE OF SAID LOT 7 THAT IS 300 FEET EAST (AS MEASURED ALONG SAID SOUTH LINE OF LOT 7) OF THE SAID SOUTHEASTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY THE GULF, MOBILE AND OHIO RAILROAD COMPANY); THENCE EAST ALONG SAID SOUTH LINE OF LOT 7 TO A POINT 165 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 7; THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE NORTH ALONG THE EAST LINE OF LOTS 7 AND 8 TO THE POINT OF BEGINNING; (EXCEPTING THEREFROM ANY PART THEREOF LYING WITHIN THE FOLLOWING DESCRIBED PARCEL TO WIT: THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29 AND THE CENTERLINE OF THE HIGHWAY KNOWN AS PATTERSON ROAD (FORMERLY THE JOLIET AND TRAUTMAN'S GROVE ROAD AS DELINEATED ON THE PLAT OF MARY S. BARNS SUBDIVISION OF PART OF SECTIONS 20 AND 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN) SAID POINT BEING NORTH 01 DEGREES 40 MINUTES 20 SECONDS WEST (ASSUMED BEARING) 1510.12 FEET (AS MEASURED ALONG THE WEST LINE OF SAID EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29) FROM THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 76 DEGREES 29 MINUTES 08 SECONDS WEST 62.40 FEET; THENCE NORTH 84 DEGREES 00 MINUTES 52 SECONDS WEST 76.25 FEET; THENCE NORTH 67 DEGREES 48 MINUTES 28 SECONDS WEST 74.76 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 219.00 FEET, HAVING A CHORD BEARING OF NORTH 86 DEGREES 06 MINUTES 10 SECONDS WEST 139.86 FEET TO A POINT OF TANGENCY; THENCE SOUTH 75 DEGREES 36 MINUTES 08 SECONDS WEST 84.99 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 209.00 FEET, HAVING A CHORD BEARING OF NORTH 88 DEGREES 07 MINUTES 30 SECONDS WEST 118.72 FEET TO A POINT OF TANGENCY; THENCE NORTH 71 DEGREES 51 MINUTES 08 SECONDS WEST 511.51 FEET; THENCE NORTH 30 DEGREES 33 MINUTES 39 SECONDS WEST 183.26 FEET; THENCE NORTH 25 DEGREES 34 MINUTES 26 SECONDS WEST 29.79 FEET; THENCE NORTH 43 DEGREES 17 MINUTES 01 SECONDS EAST 73.82 FEET; THENCE NORTH 01 DEGREES 43 MINUTES 40 SECONDS EAST 15.91 FEET; THENCE NORTH 63 DEGREES 04 MINUTES 00 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY THE CHICAGO AND ALTON RAILROAD COMPANY) RIGHT-OF-WAY AS DESCRIBED IN DEED RECORDED FEBRUARY 28, 1921 AS DOCUMENT 333574 A DISTANCE OF 539.11 FEET; THENCE SOUTH 27 DEGREES 02 MINUTES 09 SECONDS EAST 132.35 FEET; THENCE NORTH 62 DEGREES 00 MINUTES 05 SECONDS EAST 53.69 FEET; THENCE SOUTH 27 DEGREES 39 MINUTES 11 SECONDS EAST 51.09 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 05 SECONDS WEST 54.24 FEET; THENCE SOUTH 27 DEGREES 02 MINUTES 09 SECONDS EAST 98.61 FEET; THENCE SOUTH 25 DEGREES 19 MINUTES 05 SECONDS WEST 104.60 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 21 SECONDS WEST 92.81 FEET; THENCE SOUTH 36 DEGREES 19 MINUTES 50 SECONDS EAST 84.44 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 11 SECONDS EAST 135.23 FEET; THENCE NORTH 56 DEGREES 07 MINUTES 49 SECONDS EAST 37.26 FEET; THENCE SOUTH 33

DEGREES 31 MINUTES 50 SECONDS EAST 135.13 FEET; THENCE NORTH 56 DEGREES 22 MINUTES 02 SECONDS EAST 72.56 FEET; THENCE SOUTH 67 DEGREES 48 MINUTES 28 SECONDS EAST 217.10 FEET; THENCE SOUTH 44 DEGREES 33 MINUTES 33 SECONDS WEST ALONG THE CENTER LINE OF SAID PATTERSON ROAD 47.04 FEET TO THE PLACE OF BEGINNING);

(B) ALL THAT PART OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 8 IN HARTMAN'S SUBDIVISION OF THE WEST 1/2 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 1856, IN BOOK 45, PAGE 408, AS DOCUMENT NO. 25116; THENCE EAST ALONG A LINE THAT IS A PROLONGATION OF THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 460.41 FEET MORE OR LESS TO THE INTERSECTION OF SAID LINE WITH THE CENTERLINE OF PATTERSON ROAD AS NOW LOCATED AND RUNNING THROUGH SAID SECTION 29; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF SAID PATTERSON ROAD TO THE SOUTH LINE OF THE NORTH 18 ACRES OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTH 18 ACRES TO THE WEST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH ALONG THE WEST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29 TO THE POINT OF BEGINNING;

PARCEL 41:

A PARCEL OF LAND COMPRISED OF ALL LOTS 3 AND 6 TOGETHER WITH PARTS OF LOTS 1, 2, 4, 5 AND 7, ALL IN MARY S. BARNS' SUBDIVISION OF PART OF SECTIONS 20 AND 29, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE CORNER OF SAID LOTS 6 AND 7 WHICH IS IDENTICAL WITH THE POINT OF INTERSECTION OF THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20 WITH THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY THE GULF, MOBILE AND OHIO RAILROAD COMPANY FORMERLY THE CHICAGO AND ALTON RAILROAD); RUNNING THENCE SOUTHEASTWARDLY PERPENDICULAR TO SAID RIGHT OF WAY LINE A DISTANCE OF 501.91 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 1 AND THE CENTERLINE OF PATTERSON ROAD; THENCE SOUTHWESTWARDLY ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 1, 2, 3 AND 4 AND SAID CENTERLINE OF ROAD, BEING A MEANDERING LINE, A DISTANCE OF 676.36 FEET TO ITS INTERSECTION WITH A LINE 160 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 4 AND 5 AND A SOUTHWARD EXTENSION THEREOF; THENCE NORTH ALONG THE ABOVE DESCRIBED PARALLEL LINE A DISTANCE OF 780.2 FEET TO ITS INTERSECTION WITH SAID SOUTHERLY RIGHT OF WAY LINE AND THENCE NORTHEASTWARDLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 311.8 FEET TO THE POINT OF BEGINNING;

PARCEL 42:

ALL THAT PART OF THE RIGHT OF WAY, 100 FEET WIDE, OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY THE GULF, MOBILE AND OHIO RAILROAD COMPANY FORMERLY THE CHICAGO AND ALTON RAILROAD) IN SECTIONS 20, 21, 29 AND 30 ALL IN TOWNSHIP 35 NORTH AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF SAID RAILROAD RIGHT OF WAY WITH THE LINE BETWEEN SECTIONS 29 AND 30, TOWNSHIP 35 NORTH, AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1910.26 FEET TO A POINT, SAID POINT

BEING ON A LINE DRAWN AT RIGHT ANGLES TO THE NORTH RAIL OF SAID RAILROAD AT A POINT 857.49 FEET NORTHEASTERLY OF AN EXISTING POINT OF SWITCH ON SAID RAILROAD, SAID POINT OF SWITCH BEING AT STATION 2167+63 IN SAID RAILROAD COMPANY'S STATIONING ON SAID RAILROAD TRACK, ACCORDING TO THE RIGHT OF WAY AND TRACK MAP OF THE CHICAGO AND ALTON RAILROAD, DRAWING NO. V.2D-46R, DATED DECEMBER 31, 1929 AND REVISED DECEMBER, 1942; THENCE SOUTHWESTERLY A DISTANCE OF 230.58 FEET TO A POINT IN A LINE 27 FEET NORTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF THE EXISTING TRACK OF SAID RAILROAD AND BEING ALSO 23 FEET SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLES TO, SAID NORTHWESTERLY RIGHT OF WAY LINE OF SAID RAILROAD, SAID POINT BEING ON A LINE DRAWN AT RIGHT ANGLES TO SAID NORTH RAIL OF SAID RAILROAD AT A POINT 628.06 FEET NORTHEASTERLY OF SAID EXISTING POINT OF SWITCH ON SAID RAILROAD AT STATION 2167+63 IN SAID RAILROAD COMPANY'S STATIONING; THENCE SOUTHWESTERLY ALONG A LINE 27 FEET NORTHWESTERLY OF AND PARALLEL WITH SAID CENTERLINE OF SAID TRACK, A DISTANCE OF 90.06 FEET; THENCE SOUTHEASTERLY, AT RIGHT ANGLES TO SAID CENTERLINE OF SAID TRACK, A DISTANCE OF 17 FEET TO A POINT IN A LINE 10 FEET NORTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO, THE SAID CENTERLINE OF SAID TRACK AND BEING ALSO 40 FEET SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLES TO, SAID NORTHWESTERLY RIGHT OF WAY LINE OF SAID RAILROAD, SAID POINT BEING ON A LINE DRAWN AT RIGHT ANGLES TO SAID NORTH RAIL OF SAID RAILROAD AT A POINT 538.00 FEET NORTHEASTERLY OF SAID EXISTING POINT OF SWITCH ON SAID RAILROAD AT STATION 2167+63 IN SAID RAILROAD COMPANY'S STATIONING; THENCE NORTHEASTERLY ALONG A LINE 10 FEET NORTHWESTERLY OF AND PARALLEL WITH SAID CENTERLINE OF SAID TRACK, A DISTANCE OF 2274.84 FEET TO A POINT OF CURVE ON SAID NORTHWESTERLY LINE OF SAID RAILROAD RIGHT OF WAY AND BEING ALSO 84.81 FEET NORTHEASTERLY OF THE POINT OF INTERSECTION OF SAID PARALLEL LINE WITH THE LINE BETWEEN SECTIONS 29 AND 30; THENCE CONTINUING NORTHEASTERLY ALONG THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED COURSE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 2874.93 FEET, AND CONCENTRIC WITH THE NORTHWESTERLY LINE OF SAID RAILROAD RIGHT OF WAY, A DISTANCE OF 971.76 FEET, AS MEASURED ALONG SAID ARC, TO A POINT OF TANGENCY, SAID POINT OF TANGENCY BEING 40 FEET SOUTHEASTERLY OF A POINT OF TANGENCY ON THE NORTHWESTERLY LINE OF SAID RAILROAD RIGHT OF WAY; THENCE CONTINUING NORTHEASTERLY ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVED LINE AND 10 FEET NORTHWESTERLY OF AND PARALLEL WITH THE CENTERLINE OF THE EXISTING TRACK, AND A WESTERLY EXTENSION THEREOF, OF SAID RAILROAD, A DISTANCE OF 4949.54 FEET TO A POINT IN A LINE DRAWN AT RIGHT ANGLES TO THE CENTERLINE OF SAID RAILROAD RIGHT OF WAY AT A POINT 732.56 FEET NORTHEASTERLY OF THE POINT OF INTERSECTION OF SAID CENTERLINE OF RIGHT OF WAY WITH THE CENTERLINE OF THE RAILROAD BRIDGE OVER BRANDON ROAD, SAID CENTERLINE OF BRIDGE BEING AT STATION 2087+62 IN SAID RAILROAD COMPANY'S STATIONING ON SAID RAILROAD TRACK, ACCORDING TO SAID RIGHT OF WAY AND TRACK MAP DATED DECEMBER 31, 1929; THENCE NORTHWESTERLY AT RIGHT ANGLES TO SAID CENTERLINE OF RIGHT OF WAY, A DISTANCE OF 21.16 FEET TO A POINT, SAID POINT BEING 18.84 FEET SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLES TO, SAID NORTHWESTERLY RIGHT OF WAY LINE OF SAID RAILROAD; THENCE WESTERLY, A DISTANCE OF 189.34 FEET TO A POINT IN THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID RAILROAD, SAID POINT BEING ON A LINE DRAWN AT RIGHT ANGLES TO SAID CENTERLINE OF RIGHT OF WAY AT A POINT 544.16 FEET NORTHEASTERLY OF THE INTERSECTION OF SAID CENTERLINE OF RIGHT OF WAY WITH SAID CENTERLINE OF RAILROAD BRIDGE OVER BRANDON ROAD; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 4761.14 FEET TO A POINT OF CURVE ON SAID NORTHWESTERLY RIGHT OF WAY LINE; THENCE CONTINUING SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, BEING THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED COURSE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 2914.93 FEET, A DISTANCE OF 985.42 FEET, AS MEASURED ALONG SAID ARC, TO A POINT OF TANGENCY ON SAID NORTHWESTERLY LINE OF SAID RAILROAD RIGHT OF WAY; THENCE CONTINUING SOUTHWESTERLY ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, TANGENT TO THE LAST DESCRIBED CURVED LINE

A DISTANCE OF 45.09 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THAT PART TAKEN FOR BRANDON ROAD);

PARCEL 43:

THAT PART OF THE SOUTH FRACTION OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF THE DESPLAINES RIVER AND NORTHWESTERLY OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY THE GULF, MOBILE AND OHIO RAILROAD COMPANY FORMERLY THE CHICAGO AND ALTON RAIL ROAD) (EXCEPTING THE EAST 904.86 FEET OF SAID NORTHEAST 1/4 AND EXCEPTING THE RIGHT OF WAY OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY (FORMERLY THE ATCHISON, TOPEKA AND SANTA FE RAILROAD) MORE PARTICULARY DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE SOUTH 89 DEGREES 10 MINUTES 21 SECONDS WEST, 906 FEET (904.86 FEET = DEED) ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 30 TO THE WEST LINE OF THE EAST 906 FEET (904.86 FEET = DEED) OF SAID NORTHEAST 1/4; THENCE NORTH 00 DEGREES 16 MINUTES 01 SECONDS WEST, 583.06 FEET ALONG THE WEST LINE OF SAID EAST 906 FEET (904.86 FEET = DEED) TO THE POINT OF BEGINNING, SAID POINT BEING THE NORTHWESTERLY LINE OF THE ORIGINAL 100 FOOT WIDE RIGHT OF WAY OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY GULF MOBILE AND OHIO RAILROAD COMPANY FORMERLY THE CHICAGO AND ALTON RAILROAD); THENCE SOUTH 44 DEGREES 59 MINUTES 03 SECONDS WEST, 604.79 FEET ALONG THE SAID NORTHWESTERLY LINE TO THE MOST SOUTHEASTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY (FORMERLY THE ATCHISON, TOPEKA AND SANTA FE RAILROAD); THENCE NORTH 35 DEGREES 48 MINUTES 46 SECONDS EAST, 729.35 FEET ALONG THE SAID MOST SOUTHEASTERLY RIGHT OF WAY LINE TO THE WEST LINE OF THE SAID EAST 906 FEET (904.86 FEET = DEED); THENCE SOUTH 00 DEGREES 16 MINUTES 01 SECONDS EAST, 163.69 FEET ALONG THE WEST LINE OF SAID EAST 906 FEET (904.86 FEET = DEED) TO THE POINT OF BEGINNING;

PARCEL 44:

A TRACT OF LAND SITUATED IN THE FRACTIONAL SOUTHEAST 1/4 OF SECTION 20 AND IN THE SOUTHWEST 1/4 OF SECTION 21, ALL IN TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EASTERLY LINE OF BRANDON ROAD AND THE NORTHWESTERLY LINE OF THE COMMONWEALTH EDISON COMPANY AS DESCRIBED IN DOCUMENT NO. 1012160, SAID POINT ALSO BEING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE FORMER CHICAGO AND ALTON RAILROAD, SAID POINT BEING 50.00 FEET NORTH AS MEASURED AT RIGHT ANGLES TO THE MAIN TRACK CENTERLINE OF THE AFORESAID RAILROAD COMPANY AS NOW LOCATED AND CONSTRUCTED; THENCE NORTH 65 DEGREES 36 MINUTES 56 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF SAID RAILROAD RIGHT OF WAY 23.03 FEET TO THE POINT OF BEGINNING; THENCE NORTH 5 DEGREES 53 MINUTES 21 SECONDS EAST ALONG THE EASTERLY LINE OF ASSESSOR'S LOT 36 AND THE NORTHERLY EXTENSION THEREOF, SAID LINE BEING CONTIGUOUS WITH THE WESTERLY LINE (AND THE NORTHERLY EXTENSION THEREOF) OF A PARCEL OF LAND DESCRIBED IN WARRANTY DEED FROM JOSEPH AND MARY ANN DAWES TO CHICAGO, ST. LOUIS AND WESTERN RAILROAD COMPANY FILED FOR RECORD IN VOLUME 235 OF DEEDS ON PAGE 79 IN AND FOR SAID COUNTY, A DISTANCE OF 154.01 FEET TO A POINT, SAID POINT BEING 40 FEET SOUTHERLY MEASURED AT RIGHT ANGLES FROM THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S MOST SOUTHERLY MAIN TRACK CENTERLINE AS NOW LOCATED AND CONSTRUCTED; THENCE NORTH 68 DEGREES 32 MINUTES 34 SECONDS EAST, PARALLEL WITH SAID MOST SOUTHERLY MAIN TRACK CENTERLINE, 2141.45 FEET TO A POINT OF NON-TANGENT CURVE, AFORESAID POINT BEING 40 FEET SOUTHERLY, AS MEASURED RADIALLY FROM SAID MOST SOUTHERLY MAIN TRACK CENTERLINE; THENCE NORTHEASTERLY ALONG A

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1410 001347520 WB

CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 5783.57 FEET, AN ARC LENGTH OF 283.83 FEET TO A POINT, BEING 40 FEET SOUTHERLY, AS MEASURED RADIALLY FROM SAID MOST SOUTHERLY MAIN TRACK CENTERLINE, AFORESAID CURVE HAVING A CHORD BEARING OF NORTH 67 DEGREES 05 MINUTES 49 SECONDS EAST AND A CHORD DISTANCE OF 283.80 FEET; THENCE SOUTH 24 DEGREES 23 MINUTES 04 SECONDS EAST, 16.31 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF THE S.P.C.S.L. CORPORATION PER DOCUMENT NO. R89-59056 (FORMERLY THE CHICAGO AND ALTON RAILROAD); THENCE SOUTH 65 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG SAID AFORESAID NORTHWESTERLY RIGHT OF WAY LINE, 839.31 FEET TO A POINT ON THE WEST LINE OF THE EAST 400 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF THE S.P.C.S.L. CORPORATION PARCEL AS DESCRIBED IN DOCUMENT R89-59056, SAID POINT ALSO DESCRIBED AS BEING AT RAILROAD MILE POST AH-39.43 PER DOCUMENT R89-59056; THENCE CONTINUING SOUTH 65 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD PER DEED RECORD BOOK 560 PAGE 166 DATED FEBRUARY 28, 1921 (FORMERLY THE CHICAGO AND ALTON RAILROAD), 1172.52 FEET, TO A NORTHERLY CORNER OF THE COMMONWEALTH EDISON COMPANY AS DESCRIBED IN DOCUMENT 1012160; THENCE CONTINUING SOUTH 65 DEGREES 36 MINUTES 56 SECONDS WEST, ALONG THE NORTHWESTERLY LINE OF SAID THE COMMONWEALTH EDISON COMPANY PARCEL (FORMERLY THE CHICAGO AND ALTON RAILROAD), 488.17 FEET TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ORDER NO.: 1410 001347520 WB

1. IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:

   A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY;

   B. A PROPERLY EXECUTED ALTA STATEMENT;

   C. UTILITY LETTERS FROM THE MUNICIPALITY OR COUNTY (IF UNINCORPORATED), LOCAL GAS, ELECTRIC AND TELEPHONE COMPANIES AND IF APPLICABLE, THE LOCAL CABLE TELEVISION COMPANY AND WESTERN UNION.

   MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

   NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

2. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

A 3. NOTE FOR ADDITIONAL INFORMATION: THE WILL COUNTY RECORDER REQUIRES THAT ANY DOCUMENTS PRESENTED FOR RECORDING CONTAIN THE FOLLOWING INFORMATION:

   (A) THE NAME AND ADDRESS OF THE PARTY WHO PREPARED THE DOCUMENT;

   (B) THE NAME AND ADDRESS OF THE PARTY TO WHOM THE DOCUMENT SHOULD BE MAILED AFTER RECORDING;

   (C) ALL PERMANENT REAL ESTATE TAX INDEX NUMBERS OF ANY PROPERTY LEGALLY DESCRIBED IN THE DOCUMENT;

   (D) THE ADDRESS OF ANY PROPERTY LEGALLY DESCRIBED IN THE DOCUMENT;

   (E) ALL DEEDS SHOULD CONTAIN THE ADDRESS OF THE GRANTEE AND SHOULD ALSO NOTE THE NAME AND ADDRESS OF THE PARTY TO WHOM THE TAX BILLS SHOULD BE SENT.

   (F) ANY DEEDS CONVEYING UNSUBDIVIDED LAND, OR, PORTIONS OF SUBDIVIDED LAND (LOTS OR BLOCKS MORE THAN 1 ACRE WHICH INVOLVE NEW STREETS), MAY NEED TO BE ACCOMPANIED BY A PROPERLY EXECUTED "PLAT ACT AFFIDAVIT".

   THIS EXCEPTION WILL NOT APPEAR ON THE POLICY WHEN ISSUED.

I 4. TAXES FOR THE YEAR(S) 1998 AND 1999 NOT YET DUE AND PAYABLE

   PERMANENT TAX NOS:

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1410 001347520 WB

07-29-100-003 (AFFECTS PARCEL 5B)
07-20-301-002 (AFFECTS PARCEL 1 AND PARCEL 5C)
07-29-100-006 (AFFECTS PARCEL 2C)
07-29-100-004 (AFFECTS PARCEL 2B AND PART OF PARCEL 38)
07-29-100-001 (AFFECTS PARCELS 2A, 4, 5A, 24 AND 36)
07-29-100-001-9001 (AFFECTS PARCELS 2A, 4, 5A, 24 AND 36)
07-29-100-001-9002 (AFFECTS PARCELS 2A, 4, 5A, 24 AND 36)
07-20-301-001 (AFFECTS PARCEL 34)
07-20-402-002 (AFFECTS PARCEL 6)
07-20-402-001 (AFFECTS PARCEL 7)

07-20-400-001 (AFFECTS PARCEL 32)
07-20-401-001 (AFFECTS PARCEL 33)
07-29-100-011 (AFFECTS PARCELS 37 AND 41)
07-20-402-003 (AFFECTS PART OF PARCEL 42)
07-21-300-003 (AFFECTS PART OF PARCEL 42)
07-29-100-010 (AFFECTS PART OF PARCEL 42)
07-29-100-009 (AFFECTS PART OF PARCEL 42)
07-30-201-003 (AFFECTS PART OF PARCEL 42)
07-30-400-002 (AFFECTS PART OF PARCEL 42)
07-30-201-002 (AFFECTS PARCEL 43 AND OTHER PROPERTY)
07-30-201-001 (AFFECTS PARCEL 10)
07-29-100-002 (AFFECTS PARCEL 38)
07-20-301-003 (AFFECTS PART OF 41)
07-20-502-002 (AFFECTS PARCEL 44 AND OTHER PROPERTY)
07-20-502-005 (AFFECTS PARCEL 44 AND OTHER PROPERTY)

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-29-100-003 IN THE AMOUNT OF $631.54 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $631.54 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-20-301-002 IN THE AMOUNT OF $4,501.02 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $4,501.02 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-29-100-006 IN THE AMOUNT OF $84.76 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $84.76 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-29-100-004 IN THE AMOUNT OF $8,227.31 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $8,227.31 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-29-100-001 IN THE AMOUNT OF $184,636.86 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $184,636.86 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-29-100-001-9001 IN THE AMOUNT OF $2,274.39 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $2,274.39 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-29-100-001-9002 IN THE AMOUNT OF $84.00 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $84.00 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-20-301-001 IN THE AMOUNT OF $254.27 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $254.27 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-20-402-002 IN THE AMOUNT OF $800.94 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $800.94 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-20-402-001 IN THE AMOUNT OF $394.60 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $394.60 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-20-400-001 IN THE AMOUNT OF $657.26 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $657.26 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-20-401-001 IN THE AMOUNT OF $514.57 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $514.57 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-29-100-011 IN THE AMOUNT OF $2,465.37 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $2,465.37 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-20-402-003 IN THE AMOUNT OF $504.62 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $504.62 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-21-300-003 IN THE AMOUNT OF $10.59 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $10.59 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-29-100-010 IN THE AMOUNT OF $143.52 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $143.52 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-29-100-009 IN THE AMOUNT OF $242.59 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $242.59 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-30-201-003 IN THE AMOUNT OF $313.34 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $313.34 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-30-201-002 IN THE AMOUNT OF $1,894.10 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $1,894.10 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-30-400-002 IN THE AMOUNT OF $11.83 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $11.83 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-30-201-001 IN THE AMOUNT OF $1,296.06 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $1,296.06 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-29-100-002 IN THE AMOUNT OF $664.02 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $664.02 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-20-301-003 IN THE AMOUNT OF $183.84 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $183.84 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-20-502-002 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-20-502-005 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES PAID.

E 5. MORTGAGE DATED JULY 1, 1923 AND INDENTURES SUPPLEMENTAL THERETO UNDER WHICH CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A A NATIONAL BANKING ASSOCIATION, AND DONALD W. ALFVIN, OF CHICAGO, ILLINOIS, ARE NOW THE TRUSTEES. MORTGAGE DATED JULY 1, 1923, BOOK 860, PAGE 5, DOCUMENT 513690

NOTE: SUPPLEMENTAL INDENTURE RECORDED OCTOBER 18, 1944 AS DOCUMENT 580867 DISCLOSED FOLLOWING BONDS OUTSTANDING:
FIRST MORTGAGE 3 1/2 PER CENT BONDS SERIES "I" $98,000,000.00

FIRST MORTGAGE 3 1/2 PER CENT BONDS SERIES J $113,900,000.00

FIRST MORTGAGE 3 PER CENT BONDS SERIES K $25,000,000.00 AND PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 3 PER CENT BONDS SERIES "L" IN AMOUNT OF $100,000,000.00

NOTE: SUPPLEMENTAL INDENTURE RECORDED APRIL 4, 1945 AS DOCUMENT 585646 PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 3 PER CENT BONDS SERIES M IN AMOUNT OF $100,000,000.00

NOTE: SUPPLEMENTAL INDENTURE RECORDED MARCH 19, 1957 AS DOCUMENT 819679 PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 4 1/4 PER CENT BONDS SERIES "S" WITHOUT LIMITATIONS AS TO AGGREGATE AMOUNT

NOTE: SUPPLEMENTAL INDENTURE RECORDED APRIL 13, 1960 AS DOCUMENT 901551 PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 4 5/8 PER CENT BOND SERIES U WITHOUT LIMITATIONS AS TO AGGREGATE AMOUNT

NOTE: SUPPLEMENTAL INDENTURE RECORDED APRIL 4, 1966 AS DOCUMENT R66-4717 PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 5 1/4 PER CENT BONDS SERIES V WITHOUT LIMITATIONS AS TO AGGREGATE AMOUNT

NOTE: SUPPLEMENTAL INDENTURE RECORDED NOVEMBER 1, 1966 AS DOCUMENT R66-16419 PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 5 1/4 PER CENT BONDS SERIES "W" WITHOUT LIMITATIONS AS TO AGGREGATE AMOUNT

NOTE: SUPPLEMENTAL INDENTURE RECORDED DECEMBER 12, 1966 AS DOCUMENT R66-18361 PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 5 1/4 PER CENT BONDS SERIES X WITHOUT LIMITATIONS AS TO AGGREGATE AMOUNT

NOTE: SUPPLEMENTAL INDENTURE DATED MARCH 31, 1967 AND RECORDED APRIL 4, 1967 AS DOCUMENT R67-4150 MADE BY THE COMMONWEALTH EDISON COMPANY TO CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO AND EDWARD J. FRIEDRICH

NOTE: SUPPLEMENTAL INDENTURE RECORDED APRIL 4, 1967 AS DOCUMENT R67-4151 PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 5 3/8 PER CENT BONDS SERIES Y WITHOUT LIMITATIONS AS TO AGGREGATE AMOUNT

NOTE: SUPPLEMENTAL INDENTURE DATED FEBRUARY 1, 1968 AND RECORDED FEBRUARY 6, 1968 AS DOCUMENT R68-1751 MADE BY THE COMMONWEALTH EDISON COMPANY TO CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO AND EDWARD J. FRIEDRICH PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 6 1/4 PER CENT BONDS SERIES Z

NOTE: SUPPLEMENTAL INDENTURE DATED JULY 1, 1968 AND RECORDED JULY 12, 1968 AS DOCUMENT R68-11167 MADE BY THE COMMONWEALTH EDISON COMPANY TO CONTINENTAL NATIONAL BANK AND TRUST COMPANY OF CHICAGO AND EDWARD J. FRIEDRICH PROVIDING FOR ISSUANCE OF FIRST MORTGAGE PER CENT BONDS SERIES 15

NOTE: SUPPLEMENTAL INDENTURE DATED OCTOBER 1, 1968 AND RECORDED OCTOBER 2, 1968 AS DOCUMENT R68-17000 MADE BY THE COMMONWEALTH EDISON COMPANY TO CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO AND EDWARD J. FRIEDRICH PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 6 1/2 PER CENT BONDS SERIES 16

NOTE: IT APPEARS FROM INSTRUMENT DATED JANUARY 23, 1969 AND RECORDED JANUARY 27, 1969 AS DOCUMENT R69-1582 THAT CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, SUCCESSOR TO ILLINOIS MERCHANTS TRUST COMPANY AND DONALD W. ALFVIN ARE NOT ACTING AS CO-TRUSTEES UNDER SAID MORTGAGE

NOTE: RECORDED MARCH 20, 1969 AS DOCUMENT R69-4844, IS A CONFIRMATION OF MORTGAGE LIEN, OF MORTGAGES NOTED ABOVE

NOTE: IT APPEARS FROM INSTRUMENT DATED SEPTEMBER 29, 1969 AND RECORDED OCTOBER 3, 1969 AS DOCUMENT R69-18460 THAT CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, SUCCESSOR TO ILLINOIS MERCHANTS TRUST COMPANY, A CORPORATION OF ILLINOIS, AND DONALD W. ALFVIN ARE NOW ACTING AS CO-TRUSTEES UNDER SAID MORTGAGE

NOTE: SUPPLEMENTAL INDENTURE RECORDED JULY 24, 1970 AS DOCUMENT R70-12819

NOTE: SUPPLEMENTAL INDENTURE RECORDED JANUARY 13, 1971 AS DOCUMENT R71-618

NOTE: SUPPLEMENTAL INDENTURE RECORDED APRIL 14, 1972 AS DOCUMENT R72-9600

NOTE: SUPPLEMENTAL INDENTURE DATED JUNE 1, 1973 AND RECORDED JUNE 15, 1973 AS DOCUMENT R73-17327

NOTE: SUPPLEMENTAL INDENTURE DATED JULY 2, 1973 AND RECORDED JULY 16, 1973 AS DOCUMENT R73-20935

NOTE: SUPPLEMENTAL INDENTURE DATED OCTOBER 15, 1973 AND RECORDED OCTOBER 24, 1973 AS DOCUMENT R73-32306

NOTE: SUPPLEMENTAL INDENTURE DATED APRIL 15, 1974 AND RECORDED MAY 9, 1974 AS DOCUMENT R74-10592

NOTE: SUPPLEMENTAL INDENTURE DATED MAY 31, 1974 AND RECORDED JUNE 11, 1974 AS DOCUMENT R74-13652.

NOTE: SUPPLEMENTAL INDENTURE DATED JULY 1, 1974 AND RECORDED JULY 9, 1974 AS DOCUMENT R74-16338

NOTE: SUPPLEMENTAL INDENTURE DATED JUNE 13, 1975 AND RECORDED JUNE 20, 1975 AS DOCUMENT R75-15232 IS A CONFIRMATION OF ALL OF THE ABOVE MORTGAGES AND SUPPLEMENTAL INDENTURES AND A LIST OF ADDITIONAL ACQUIRED REAL ESTATE

NOTE: SUPPLEMENTAL INDENTURE DATED JANUARY 15, 1977 AND RECORDED JANUARY 25, 1977 AS DOCUMENT R77-2565

NOTE: SUPPLEMENTAL INDENTURE DATED JUNE 1, 1977 AND RECORDED JUNE 7, 1977 AS DOCUMENT R77-19060

NOTE: INSTRUMENT RECORDED OCTOBER 17, 1977 AS DOCUMENT R77-40059 IS A LIST OF THE ABOVE MORTGAGES AND A LIST OF THE TRUSTEES AND CO-TRUSTEES THEREUNDER

NOTE: SUPPLEMENTAL INDENTURE DATED DECEMBER 1, 1977 AND RECORDED DECEMBER 6, 1977 AS DOCUMENT R77-48060

SUPPLEMENTAL INDENTURE DATED MAY 17, 1978 AND RECORDED MAY 25, 1978 AS DOCUMENT R78-19266

NOTE: SUPPLEMENTAL INDENTURE DATED JUNE 15, 1980 AND RECORDED JUNE 20, 1980 AS DOCUMENT R80-15842.

NOTE: SUPPLEMENTAL INDENTURE DATED APRIL 16, 1981 AND RECORDED MAY 22, 1981 AS DOCUMENT NO. R81-12727.

NOTE: SUPPLEMENTAL INDENTURE DATED NOVEMBER 1, 1981 AND RECORDED NOVEMBER 3, 1981 AS DOCUMENT NO. R81-26574.

NOTE: SUPPLEMENTAL INDENTURE DATED APRIL 15, 1983 AND RECORDED APRIL 20, 1983 AS DOCUMENT NO. R83-10375.

NOTE: SUPPLEMENTAL INDENTURE DATED NOVEMBER 15, 1983 AND RECORDED NOVEMBER 22, 1983 AS DOCUMENT NO. R83-34616.

NOTE: SUPPLEMENTAL INDENTURE DATED JULY 15, 1984 AND RECORDED JULY 30, 1984 AS DOCUMENT NO. R84-22602.

NOTE: SUPPLEMENTAL INDENTURE DATED MARCH 1, 1985 AND RECORDED MARCH 12, 1985 AS DOCUMENT NO. R85-7114.

NOTE: SUPPLEMENTAL INDENTURE DATED APRIL 30, 1982 AND RECORDED MAY 18, 1982 AS DOCUMENT NO. R82-10120

NOTE: IT APPEARS FROM INSTRUMENT DATED FEBRUARY 28, 1986 AND RECORDED MARCH 27, 1986 AS DOCUMENT NO. R86-10611 M. J. KRUGER IS SUCCESSOR CO-TRUSTEE OF DONALD W. ALFVIN.

NOTE: SUPPLEMENTAL INDENTURE DATED MAY 9, 1986 AND RECORDED MAY 13, 1986 AS DOCUMENT NO. R86-17973

NOTE: SUPPLEMENTAL INDENTURE DATED FEBRUARY 13, 1986 AND RECORDED FEBRUARY 14, 1986 AS DOCUMENT NO. R86-5296

NOTE: SUPPLEMENTAL INDENTURE DATED FEBRUARY 28, 1986 AND RECORDED MARCH 27, 1986 AS DOCUMENT NO. R86-10611

NOTE: SUPPLEMENTAL INDENTURE DATED MAY 9, 1986 AND RECORDED MAY 13, 1986 AS DOCUMENT NO. R86-17973

NOTE: SUPPLEMENTAL INDENTURE DATED JANUARY 12, 1987 AND RECORDED JANUARY 13, 1987 AS DOCUMENT NO. R87-01969

NOTE: SUPPLEMENTAL INDENTURE DATED APRIL 15, 1987 AND RECORDED APRIL 24, 1987 AS DOCUMENT NO. R87-20832

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1410 001347520 WB

NOTE: SUPPLEMENTAL INDENTURE DATED JUNE 15, 1987 AND RECORDED JUNE 23, 1987 AS DOCUMENT NO. R87-34000

NOTE: SUPPLEMENTAL INDENTURE DATED JUNE 30, 1989 AND RECORDED JULY 6, 1989 AS DOCUMENT NO. R89-32323.

NOTE: SUPPLEMENTAL INDENTURE DATED FEBRUARY 15, 1990 AND RECORDED FEBRUARY 21, 1990 AS DOCUMENT NO. R90-9297.

NOTE: SUPPLEMENTAL INDENTURE DATED JUNE 15, 1990 AND RECORDED JUNE 25, 1990 AS DOCUMENT NO. R90-34171.

NOTE: SUPPLEMENTAL INDENTURE DATED JUNE 1, 1991 AND RECORDED M6 25, 1991 AS DOCUMENT NO. R91-34267.

NOTE: SUPPLEMENTAL INDENTURE DATED OCTOBER 15, 1991 AND RECORDED OCTOBER 25, 1991 AS DOCUMENT NO. R91-61640.

NOTE: SUPPLEMENTAL INDENTURE DATED FEBRUARY 1, 1992 AND RECORDED FEBRUARY 11, 1992 AS DOCUMENT NO. R92-09116.

NOTE: SUPPPLEMENTAL INDENTURE DATED MAY 15, 1992 AND RECORDED MAY 27, 1992 AS DOCUMENT NO. R92-39639.

NOTE: SUPPLEMENTAL INDENTURE DATED JULY 15, 1992 AND RECORDED JULY 24, 1992 AS DOCUMENT R92-57283.

NOTE: SUPPLEMENTAL INDENTURE RECORDED SEPTEMBER 24, 1992 AS DOCUMENT R92-75022.

NOTE: SUPPLEMENTAL INDENTURE RECORDED OCTOBER 8, 1992 AS DOCUMENT R92-79298.

NOTE: SUPPLEMENTAL INDENTURE RECORDED FEBRUARY 10, 1993 AS DOCUMENT R93-11649.

NOTE: SUPPLEMENTAL INDENTURE RECORDED MARCH 12, 1993 AS DOCUMENT R93-19101.

NOTE: SUPPLEMENTAL INDENTURE RECORDED APRIL 16, 1993 AS DOCUMENT R93-28606.

NOTE: SUPPLEMENTAL INDENTURE RECORDED APRIL 23, 1993 AS DOCUMENT R93-30831.

NOTE: SUPPLEMENTAL INDENTURE RECORDED JULY 1, 1993 AS DOCUMENT R93-53825.

NOTE: SUPPLEMENTAL INDENTURE RECORDED JULY 13, 1993 AS DOCUMENT R93-57563.

NOTE: SUPPLEMENTAL INDENTURE RECORDED JULY 22, 1993 AS DOCUMENT R93-61461.

NOTE: SUPPLEMENTAL INDENTURE RECORDED JANUARY 19, 1994 AS DOCUMENT R94-007275

NOTE: IT APPEARS FROM INSTRUMENT RECORDED DECEMBER 9, 1994 AS DOCUMENT R94-110377 ROBERT J. DONAHUE IS SUCCESSOR CO-TRUSTEE OF M.J. KRUGER

NOTE: SUPPLEMENTAL INDENTURE RECORDED DECEMBER 9, 1994 AS DOCUMENT R94-110378.

(AFFECTS ALL LAND OF COMMONWEALTH EDISON)

C 6. WE SHOULD BE FURNISHED A CERTIFIED COPY OF THE DIRECTORS' RESOLUTIONS AUTHORIZING THE CONVEYANCE OR MORTGAGE TO BE INSURED. SAID RESOLUTIONS SHOULD EVIDENCE THE AUTHORITY OF THE PERSONS EXECUTING THE CONVEYANCE OR MORTGAGE. IF THEY DO NOT, A CERTIFIED COPY OF THE CORPORATE BY-LAWS ALSO SHOULD BE FURNISHED.

IF SAID CONVEYANCE OR MORTGAGE COMPRISES ALL OR SUBSTANTIALLY ALL THE CORPORATION'S ASSETS, WE ALSO SHOULD BE FURNISHED A CERTIFIED COPY OF THE SHAREHOLDER/MEMBER RESOLUTIONS WHICH AUTHORIZE SAID CONVEYANCE OR MORTGAGE. THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS, IF ANY, AS MAY BE DEEMED NECESSARY AFTER OUR REVIEW OF THESE MATERIALS.

C 7. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL, HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.

A 8. MUNICIPAL REAL ESTATE TRANSFER TAX STAMPS (OR PROOF OF EXEMPTION) MUST ACCOMPANY ANY CONVEYANCE AND CERTAIN OTHER TRANSFERS OF PROPERTY LOCATED IN JOLIET. PLEASE CONTACT SAID MUNICIPALITY PRIOR TO CLOSING FOR ITS SPECIFIC REQUIREMENTS, WHICH MAY INCLUDE THE PAYMENT OF FEES, AN INSPECTION OR OTHER APPROVALS.

E 9. NOTE: THE LAND DESCRIBED IN SCHEDULE A EITHER IS UNSUBDIVIDED PROPERTY OR CONSTITUTES PART OF A SUBDIVIDED LOT. AS A RESULT, A PLAT ACT AFFIDAVIT SHOULD ACCOMPANY ANY CONVEYANCE TO BE RECORDED. IN THE ALTERNATIVE, COMPLIANCE SHOULD BE HAD WITH THE PROVISIONS OF THE PLAT ACT (765 ILCS 205/1 ET SEQ.).

F 10. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.

EH 11. NOTWITHSTANDING THE INSURING PROVISIONS OR ANY OTHER PROVISION CONTAINED HEREIN, THE COMPANY DOES NOT INSURE AGAINST LOSS OR DAMAGE CAUSED BY A LACK OF A RIGHT OF ACCESS TO AND FROM THE LAND SOUTHEASTERLY OF THE DESPLAINES RIVER, UNLESS THERE ARE INSURABLE RIGHTS BY VIRTUE OF UNRECORDED EASEMENTS OR LICENSES FROM THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY (FORMERLY THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY) AND THE GULF, MOBILE AND OHIO RAILROAD.

A. SOUTHEASTERLY PARCELS ALONG RIVER AND NORTH OF THE BURLINGTON NORTHERN

AND SANTA FE RAILWAY COMPANY (FORMERLY THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY): PARCELS 32, 33, 34, NORTHWESTERLY PART OF LOTS 4 AND 5.

B. PARCELS SOUTHEASTERLY OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY (FORMERLY THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY) AND NORTHWESTERLY OF GULF, MOBILE AND OHIO RAILROAD: PARCELS 6, 7, 1, SOUTHEASTERLY PART OF PARCELS 4 AND 5 AND PARCELS 10, 43 AND 42.

G 12. RIGHTS OF WAY FOR RAILROAD SWITCH AND SPUR TRACKS, IF ANY.

H 13. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS, IF ANY.

I 14. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES. TOGETHER WITH UTILITY RIGHTS THEREIN INCLUDING

J 15. RIGHTS OF THE UNITED STATES OF AMERICA, THE STATE OF ILLINOIS, THE MUNICIPALITY AND THE PUBLIC IN AND TO THAT PART OF THE LAND LYING WITHIN THE BED OF THE DES PLAINES RIVER; AND THE RIGHTS OF OTHER OWNERS OF LAND BORDERING ON THE RIVER IN RESPECT TO THE WATER OF SAID RIVER.

AP 16. RIGHTS OF ADJOINING AND CONTIGUOUS OWNERS TO THE FREE AND UNOBSTRUCTED FLOW OF THE WATERS OF ANY STREAM, BROOK OR CREEK THROUGH THE LAND, EITHER IN ITS NATURAL BED OR AS PREVIOUSLY RELOCATED.

M 17. EASEMENT IN FAVOR OF CHICAGO DISTRICT PIPELINE COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO CONSTRUCT, RECONSTRUCT, RENEW, OPERATE, MAINTAIN, INSPECT, ALTER, REPAIR AND REMOVE A PIPE LINE, OR PIPE LINES, FOR THE TRANSPORTATION OF GAS AND SUCH SERVICE PIPES, LATERALS, CONNECTIONS, VALVES, METERS, REGULATORS AND OTHER EQUIPMENT AND APPURTENANCES AS MAY BE NECESSARY RECORDED/FILED MARCH 27, 1933 AS DOCUMENT NOS. 463547 IN, UPON, ALONG AND THROUGH A STRIP OF LAND 7 FEET IN WIDTH, THE CENTER LINE OF WHICH IS THE CENTERLINE OF THE PIPELINE OF THE GRANTEE, LOCATED IN THE RIGHT OF WAY OF THE GRANTOR IN SECTIONS 29, AND 30, IN TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN AND OTHER PROPERTY NOT NOW IN QUESTION AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

(AFFECTS PART OF PARCELS 4A, 10, 24 AND OTHER PROPERTY)

R 18. EASEMENT IN FAVOR OF CHICAGO DISTRICT PIPELINE COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO CONSTRUCT, RECONSTRUCT, RENEW, OPERATE, MAINTAIN, INSPECT, ALTER, REPAIR AND REMOVE A PIPE LINE, OR PIPE LINES, FOR THE TRANSPORTATION OF GAS AND SUCH SERVICE PIPES, LATERALS, CONNECTIONS, VALVES, METERS, REGULATORS AND OTHER EQUIPMENT AND APPURTENANCES AS MAY BE NECESSARY RECORDED/FILED AUGUST 25, 1958 AS DOCUMENT NO. 855362 IN, UPON, ALONG AND THROUGH A STRIP OF LAND 5 FEET IN WIDTH, THE CENTER LINE OF WHICH IS THE CENTERLINE OF THE PIPELINE OF THE GRANTEE, LOCATED IN THE RIGHT OF WAY OF THE GRANTOR IN SECTIONS 29 AND 30, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN AND OTHER PROPERTY NOT NOW IN QUESTION AND THE TERMS AND PROVISIONS, CONTAINED THEREIN.

(AFFECTS PART OF PARCELS 10, 36, 38A, 38B AND OTHER PROPERTY)

X 19. GRANT IN THE DEED FROM JOSEPH PATTERSON AND WIFE TO TIMOTHY B. BLACKSTONE, DATED OCTOBER 28, 1875 AND RECORDED NOVEMBER 4, 1875 AS DOCUMENT 99683 OF THE RIGHT OF THE CHICAGO AND ALTON RAILROAD TO USE WATER FROM THE SPRING ON GRANTOR'S PROPERTY AND THAT SAID SPRING AND PASSAGE THERETO IS FOREVER TO REMAIN OPEN FOR THE USE OF SAID RAILROAD.

(AFFECTS PARCELS 4 AND 5)

Y 20. GRANT FROM BLOCKSON CHEMICAL COMPANY, AN ILLINOIS CORPORATION TO CHICAGO DISTRICT PIPELINE COMPANY, AN ILLINOIS CORPORATION, DATED MARCH 24, 1950, RECORDED MARCH 27, 1950, IN BOOK 1281, PAGE 353 AS DOCUMENT NO. 670863 OF THE RIGHT TO LAY, MAINTAIN, OPERATE, REPLACE AND REMOVE PIPELINE FOR THE TRANSPORTATION OF GAS OVER, THROUGH, UNDER AND ALONG AND ACROSS PREMISES IN QUESTION.

(AFFECTS PART OF PARCELS 10, 36, 38A, 38B, AND OTHER PROPERTY)

AS 21. RESERVATIONS CONTAINED IN DEED DATED SEPTEMBER 6, 1873, RECORDED SEPTEMBER 8, 1873 AS DOCUMENT NO. 90079, IN BOOK 150, PAGE 332 AND DEED TO TIMOTHY B. BLACKSTONE, TRUSTEE, DATED OCTOBER 29, 1875 AND RECORDED NOVEMBER 4, 1875, IN BOOK 165, PAGE 259 AS DOCUMENT NO. 99687, OF ALL MINERALS, ETC., EXCEPT LIMESTONE, TOGETHER WITH THE PRIVILEGE OF MINING, QUARRYING AND REMOVING THE SAME, AND THE RESERVATION OF A RIGHT OF INGRESS AND EGRESS TO EXAMINE AND SURVEY FOR SAID MINERALS, AS WELL AS TO MINE AND QUARRY.

(AFFECTS THAT PART OF PARCEL 42 FALLING IN THE SOUTH FRACTION OF THE NORTHEAST 1/4 OF SECTION 30 EXCEPT THE EAST 28 ACRES)

AC 22. UNRECORDED AGREEMENTS FOR "CROSSINGS" OVER THE LAND IF ANY, IN FAVOR OF ADJOINING OWNERS.

(AFFECTS PARCEL 42)

AD 23. AGREEMENT DATED APRIL 4, 1865, RECORDED APRIL 24, 1865 BOOK 90 PAGE 293, BETWEEN OWEN MCNAMEE AND JOSEPH PATTERSON, THAT THE SAID PATTERSON, HIS SUCCESSORS AND ASSIGNS, MAY AT THEIR PLEASURE, TURN ONE CERTAIN SPRING BROOK NOW RUNNING ONTO AND OVER LOT 7 OF HARTMAN'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, IN TOWNSHIP 35 NORTH, AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AWAY FROM ITS PRESENT NATURAL COURSE AS THEREIN SPECIFIED.

AF 24. PERPETUAL EASEMENT RESERVED IN DEED DATED JANUARY 10, 1964 AND RECORDED JUNE 20, 1964 AS DOCUMENT NO. 1012160, FROM THE GULF, MOBILE AND OHIO RAILROAD COMPANY TO COMMONWEALTH EDISON COMPANY, FOR A COMMUNICATIONS AND SIGNAL POLE LINE AND APPURTENANCES, TOGETHER WITH ACCESS RIGHTS THERETO, SUBJECT TO THE CONDITIONS THEREIN CONTAINED.

(AFFECTS PARCEL 42)

AG 25. COVENANTS, RESTRICTIONS AND LIMITATIONS CONTAINED IN DEED RECORDED JUNE 20, 1964 AS DOCUMENT NO. 1012160 FROM THE GULF, MOBILE AND OHIO RAILROAD COMPANY TO COMMONWEALTH EDISON COMPANY, RELATING TO DRAINAGE, LOCATION OF STRUCTURES AND FACILITIES, ACC TO MAINTAIN GRANTOR'S RIGHT OF WAY AND TO A RECONVEYANCE PURSUANT TO THE PROVISIONS THEREIN CONTAINED.

(AFFECTS PARCEL 42)

AH 26. EASEMENT FOR DRAINAGE AND INGRESS AND EGRESS IN FAVOR OF OLIN CORPORATION RESERVED IN DEED RECORDED JULY 25, 1997 AS DOCUMENT NUMBER R97-62523 OVER THAT PART OF THE SOUTH FRACTION OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF THE DES PLAINES RIVER AND NORTHWESTERLY OF THE RIGHT OF WAY OF THE GULF, MOBILE AND OHIO RAILROAD COMPANY (FORMERLY THE CHICAGO AND ALTON RAILROAD) (EXCEPTING THE EAST 904.86 FEET OF SAID NORTHEAST 1/4 AND EXCEPTING THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD) MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST CORNER OF SAID SECTION 30; THENCE SOUTH 89 DEGREES 10 MINUTES 21 SECONDS WEST, 906 FEET (904.86 FEET = DEED) ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 30 TO THE WEST LINE OF THE EAST 906 FEET (904.86 FEET = DEED) OF SAID NORTHEAST 1/4; THENCE NORTH 00 DEGREES 16 MINUTES 01 SECONDS WEST, 583.06 FEET ALONG THE WEST LINE OF SAID EAST 906 FEET (904.86 FEET = DEED) TO THE

NORTHWESTERLY LINE OF THE ORIGINAL 100 FOOT WIDE RIGHT OF WAY OF THE FORMER GULF, MOBILE AND OHIO RAILROAD COMPANY (FORMERLY THE CHICAGO AND ALTON RAILROAD); THENCE SOUTH 44 DEGREES 59 MINUTES 03 SECONDS WEST, 363.64 FEET ALONG THE SAID NORTHWESTERLY LINE TO THE POINT OF BEGINNING OF AN EASEMENT BOUNDED AND DESCRIBED AS FOLLOWS: THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, 25.09 FEET; THENCE NORTH 40 DEGREES 09 MINUTES 51 SECONDS WEST, 35.53 FEET TO THE MOST SOUTHEASTERLY RIGHT OF WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD; THENCE NORTH 35 DEGREES 48 INDIANA 46 SECONDS EAST, 25.77 FEET ALONG SAID MOST SOUTHEASTERLY LINE; THENCE SOUTH 40 DEGREES 09 MINUTES 51 SECONDS EAST, 39.65 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS

(AFFECTS PART OF PARCEL 43)

AI 27. RESERVATION OF A 20 FOOT WIDE NON-EXCLUSIVE SIGNAL FACILITIES EASEMENT AS SHOWN ON EXHIBIT B APPENDED TO DEED RECORDED DECEMBER 8, 1997 AS DOCUMENT NO. R97-108771.

(AFFECTS PARCEL 44)

AJ 28. RESERVATION OF A 10 FOOT WIDE NON-EXCLUSIVE ACCESS EASEMENT AS SHOWN ON EXHIBIT C APPENDED TO DEED RECORDED DECEMBER 8, 1997 AS DOCUMENT NO. R97-108771.

(AFFECTS PARCEL 44)

AK 29. UNRECORDED EASEMENT IN FAVOR OF NORTHERN ILLINOIS GAS COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT DATED JUNE 14, 1955 ON, OVER AND IN THAT PART OF THE FOLLOWING DESCRIBED LAND OF THE EDISON COMPANY TAKEN AS A TRACT LYING SOUTHERLY OF THE NORTH LINE AND THE NORTH LINE EXTENDED OF LOT 6 AND NORTHERLY OF THE RIGHT OF WAY OF THE CHICAGO AND ALTON RAILROAD COMPANY. SAID LAND OF THE EDISON COMPANY BEING DESCRIBED AS FOLLOWS: THAT PART OF THE EAST 906 FEET OF THE SOUTH FRACTION OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RIGHT OF WAY OF THE CHICAGO AND ALTON RAILROAD COMPANY AND SOUTH OF THE BANK OR MARGIN OF THE DESPLAINES RIVER (EXCEPT THAT PART OWNED OR OCCUPIED BY THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY); ALSO LOTS 6, 7 AND 8 IN HARTMAN'S SUBDIVISION IN THE WEST 1/2 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO A GAS MAIN AND APPURTENANT FACILITIES EXISTING AS OF FEBRUARY 9, 1954 ON, OVER AND IN A STRIP OF LAND 75 FEET IN WIDTH, THE CENTERLINE OF WHICH IS 765 FEET SOUTH OF THE SOUTH LINE OF U.S. ROUTE 6 (CHANNAHON ROAD) AS MEASURED ON A LINE 712.8 FEET WEST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTERLINE OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID STRIP

OF LAND EXTENDING FROM SAID LINE 712.8 FEET WEST OF THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 19, EAST FOR A DISTANCE OF 100 FEET, IN WILL COUNTY, ILLINOIS.

(AFFECTS PART OF PARCELS 4, 10, 24, 36, 38 AND 43)

AL 30. UNRECORDED JOINT USE OF PROPERTY AGREEMENT DATED FEBRUARY 1, 1954 BY AND BETWEEN COMMONWEALTH EDISON COMPANY AND NORTHERN ILLINOIS GAS COMPANY. SUBJECT TO TERMS AND CONDITIONS THEREIN CONTAINED.

AN 31. UNRECORDED AGREEMENT DATED JUNE 12, 1959 BY AND BETWEEN COMMONWEALTH EDISON COMPANY AND OLIN MATHIESON CHEMICAL CORPORATION FOR THE INSTALLATION OF CULVERTS AND MOORING PIERS. WHEREAS EDISON IS OWNER OF LAND A PART OF WHICH LIES ALONG THE SOUTHERLY SIDE OF THE DESPLAINES RIVER IN SECTION 30, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN. WHEREAS, BLOCKSON IS THE OWNER OF LAND A PART OF WHICH LIES ALONG THE SOUTHERLY SIDE OF THE DESPLAINES RIVER AND ADJOINS THE AFOREMENTIONED EDISON'S LAND TO THE WEST. EDISON SHALL INSTALL AND MAINTAIN AT ALL TIMES CULVERTS OF SUFFICIENT SIZE AND NUMBER TO CONVEY THE FLOW OF WATER FROM EDISON'S GENERATING STATION, UNDER THE ROADWAY EXTENDING FROM THE SOUTHERLY BANK OF THE DESPLAINES RIVER TO BLOCKSON'S DOCK IN SAID RIVER. EDISON CONSENTS TO THE INSTALLATION BY BLOCKSON, OF NOT MORE THAN 3 MOORING PIERS IN THE DESPLAINES RIVER IN SAID SECTION 30 IN EDISON'S RIPARIAN LAND IN SAID RIVER AND SAID PIERS SHALL EXTEND UPSTREAM NOT MORE THAN 300 FEET FROM THE EASTERLY END OF BLOCKSON'S EXISTING DOCK.
SUBJECT TO TERMS AND CONDITIONS THEREIN CONTAINED.

AO 32. UNRECORDED EASEMENT DATED MARCH 12, 1964 IN FAVOR OF CHICAGO DISTRICT PIPELINE COMPANY TO CONSTRUCT, RECONSTRUCT, RENEW, OPERATE, MAINTAIN, INSPECT, ALTER AND REMOVE A 24 INCH DIAMETER PIPELINE KNOWN AS GRANTEE'S "CALUMET LINE NO. 2" FOR THE TRANSPORTATION OF GAS IN, UPON, ALONG AND THROUGH CERTAIN LANDS OF GRANTOR WHICH INCLUDED LAND OF GRANTOR LOCATED IN SECTION 30, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, OTHER PROPERTY NOT NOW IN QUESTION AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

AT 33. UNRECORDED EASEMENT IN FAVOR OF NORTHERN ILLINOIS GAS COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT DATED JANUARY 10, 1968, THE RIGHT AND PRIVILEGE TO INSTALL, OPERATE, MAINTAIN, REPLACE AND REMOVE A 12 INCH DIAMETER GAS MAIN IN, UNDER AND ACROSS PARCEL NO. 112 OF GRANTOR'S JOLIET-CHICAGO

RIGHT OF WAY, SAID GAS MAIN TO BE LOCATED ALONG A CENTERLINE 45 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF JOE ORR ROAD.
SUBJECT TO TERMS AND CONDITIONS THEREIN CONTAINED.

AX 34. UNRECORDED LICENSE AGREEMENT BY AND BETWEEN COMMONWEALTH EDISON COMPANY (LICENSOR) AND CHICAGO FLY ASH COMPANY (LICENSEE) FOR THE OPERATION AND USE BY CHICAGO FLY ASH COMPANY OF A PLANT TO STORE AND LOAD BY-PRODUCTS PRODUCED BY THE EDISON STATION AS DISCLOSED BY AN UNRECORDED INSTRUMENT DATED DECEMBER 28, 1971 ENTITLED 1972 DISPOSAL AGREEMENT.

AY 35. MAINTENANCE OF AN OVERHEAD PEDESTRIAN WALKWAY BY THE COMMONWEALTH EDISON COMPANY OVER PROPERTY OWNED BY THE ILLINOIS CENTRAL GULF RAILROAD COMPANY AS DISCLOSED BY UNRECORDED EASEMENT DATED NOVEMBER 9, 1984 MADE BY AND BETWEEN ILLINOIS CENTRAL GULF RAILROAD COMPANY AND COMMONWEALTH EDISON COMPANY.
SUBJECT TO TERMS AND CONDITIONS THEREIN CONTAINED.

(APPROXIMATE LOCATION OF WALKWAY: NORTHEASTERLY OF PARCEL 2B AND SOUTHEASTERLY OF PARCEL 42)

AZ 36. UNRECORDED EASEMENT DATED FEBRUARY 14, 1933 IN FAVOR OF NATURAL GAS PIPELINE COMPANY OF AMERICA, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO CONSTRUCT, RECONSTRUCT, RENEW, OPERATE, MAINTAIN, INSPECT, ALTER, REPAIR AND REMOVE A PIPE LINE, OR PIPE LINES, FOR THE TRANSPORTATION OF GAS AND SUCH SERVICE PIPES, LATERALS, CONNECTIONS, VALVES, METERS, REGULATORS AND OTHER EQUIPMENT AND APPURTENANCES AS MAY BE NECESSARY IN, UPON, ALONG AND THROUGH A STRIP OF LAND 7 FEET IN WIDTH, THE CENTER LINE OF WHICH IS THE CENTERLINE OF THE PIPELINE OF THE GRANTEE, LOCATED IN THE RIGHT OF WAY OF THE GRANTOR IN SECTIONS 29 AND 30, IN TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN AND OTHER PROPERTY NOT NOW IN QUESTION AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

BA 37. MAINTENANCE OF A CONCRETE RETAINING WALL AND CATCH BASIN BY THE COMMONWEALTH

EDISON COMPANY OVER PROPERTY OWNED BY THE ILLINOIS CENTRAL GULF RAILROAD COMPANY AS DISCLOSED BY UNRECORDED EASEMENT DATED AUGUST 12, 1985 MADE BY AND BETWEEN ILLINOIS CENTRAL GULF RAILROAD COMPANY AND COMMONWEALTH EDISON COMPANY.
SUBJECT TO TERMS AND CONDITIONS THEREIN CONTAINED.

(APPROXIMATE LOCATION OF RETAINING WALL: NORTHWESTERLY OF PARCEL 24 AND SOUTHEASTERLY OF PARCEL 42)

BB 38. UNRECORDED EASEMENT IN FAVOR OF NORTHERN ILLINOIS GAS COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT DATED MARCH 3, 1997, TO INSTALL, OPERATE, MAINTAIN, REPLACE AND REMOVE VARIOUS GAS MAINS IN, UNDER, UPON AND ALONG THOSE PORTIONS OF PARCELS 4 AND 10 OF GRANTOR'S JOLIET STATION 9 PROPERTY (LOCATED SOUTH OF THE DESPLAINES RIVER) AS LOCATED IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 30 AND THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN.

(AFFECTS PARCELS 4 AND 10)

BC 39. UNRECORDED EASEMENT DATED MARCH 20, 1950 IN FAVOR OF BLOCKSON CHEMICAL CO., ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND EASEMENT TO LOCATE, CONSTRUCT, MAINTAIN, USE, OEPRATE, REPLACE, ALTER AND CHANGE AN OVERHEAD CONVEYOR SYSTEM IN THE AIR SPACE ABOVE THAT PART OF ANY PROPERTY OWNED BY THE GRANTOR BETWEEN THE NORTHWESTERLY RIGHT OF WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD COMPANY AND THE WEST LINE OF THE EAST 906 FEET OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH FALLS WITHIN A STRIP OF LAND 30 FEET IN WIDTH LOCATED 15 FEET ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD COMPANY, WHICH IS 559.07 FEET NORTHEASTERLY OF (MEASURED ALONG SAID NORTHWEST RIGHT OF WAY LINE) THE WEST LINE OF THE EAST 906 FEET OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHWESTERLY 222.47 FEET MORE OR LESS THROUGH A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE CONNECTING TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, WHICH IS 312.48 FEET NORTHEASTERLY OF THE WEST LINE OF SAID EAST 906 FEET, MEASURED ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF SAID CONNECTING TRACK; THENCE CONTINUING NORTHWESTERLY ALONG SAID CENTERLINE 192.18 FEET MORE OR LESS TO ITS INTERSECTION WITH THE WEST LINE OF SAID EAST 906 FEET AT A POINT WHICH IS 514.94 FEET NORTH OF THE NORTHWESTERLY RIGHT OF WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD COMPANY (MEASURED ALONG THE WEST LINE OF SAID EAST 906 FEET).

SUBJECT TO TERMS AND CONDITIONS THEREIN CONTAINED.

NOTE: UNRECORDED INDENTURE DATED MARCH 20, 1950 BETWEEN PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS AND BLOCKSON CHEMICAL CO. WHEREBY GRANTOR GRANTS TO GRANTEE ITS SUCCESSORS AND ASSIGNS, FULL RIGHTS TO LOCATE, INSTALL, CONSTRUCT, MAINTAIN AND USE A DOCK AND FACILITIES INCIDENT THERETO AND AN OVERHEAD CONVEYOR SYSTEM CONNECTING WITH SAID DOCK (SAID CONVEYOR BEING PART OF THAT CONVEYOR REFERRED TO IN EASEMENT NOTED ABOVE IN THAT PORTION OF THE ILLINOIS WATERWAY AND THE DESPLAINES RIVER IN THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF THE EAST 906 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 30 AND A NORTHWARD EXTENSION THEREOF.

(AFFECTS PART OF PARCEL 10)

BD 40. UNRECORDED EASEMENT DATED JUNE 12, 1959 IN FAVOR OF OLIN MATHIESON CHEMICAL CORPORATION, TO CONSTRUCT, OPERATE, MAINTAIN, REPLACE AND REMOVE A RAILROAD SWITCH TRACK IN AND ACROSS PROPERTY OF EDISON DESCRIBED AS FOLLOWS: THAT PART OF LOT 7 IN HARTMAN'S SUBDIVISION IN THE WEST 1/2 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY RIGHT OF WAY OF GULF, MOBILE AND OHIO RAILROAD COMPANY AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF LOT 7 WHICH IS 330 FEET, AS MEASURED ALONG THE NORTH LINE OF SAID LOT 7, WEST OF THE NORTHEAST CORNER THEREOF, THENCE WEST ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 440.75 FEET, MORE OR LESS, TO A POINT 200 FEET, AS MEASURED ALONG THE NORTH LINE OF SAID LOT 7, EAST OF SAID SOUTHEASTERLY RIGHT OF WAY LINE OF GULF, MOBILE AND OHIO RAILROAD COMPANY, THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT IN THE SOUTH LINE OF SAID LOT 7 WHICH IS 300 FEET, AS MEASURED ALONG THE SOUTH LINE OF SAID LOT 7, EAST OF SAID SOUTHEASTERLY RIGHT OF WAY LINE OF GULF, MOBILE AND OHIO RAILROAD COMPANY, THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 7 TO A POINT 165 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 7, THENCE NORTHWESTERLY IN A STRAIGHT LINE TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

(AFFECTS PART OF PARCEL 38A)

BF 41. MAINTENANCE OF A COAL CONVEYOR AND SUPPORTING BRIDGE BY THE COMMONWEALTH EDISON COMPANY AS DISCLOSED BY AGREEMENT DATED DECEMBER 11, 1963 AND RECORDED JANUARY 30, 1964 AS DOCUMENT 1002129 BETWEEN THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY (LICENSOR) AND COMMONWEALTH EDISON COMPANY (LICENSEE). SUBJECT TO TERMS AND CONDITIONS THEREIN CONTAINED.

BL 42. EASEMENT IN FAVOR OF STATE OF ILLINOIS, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE

PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. R72-27526.

(AFFECTS THAT PART OF PARCEL 32 DESCRIBED AS FOLLOWS: A PART OF LOT 36 IN ASSESSOR'S SUBDIVISION IN A PART OF THE SOUTHEAST 1/4 OF SECTION 20, IN TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OT NORTHERLY RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20, THENCE IN AN EASTERLY DIRECTION ALONG THE SOUTHERLY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 732.60 FEET TO A POINT, THENCE IN A NORTHERLY DIRECTION ALONG LINE 732.60 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 980.88 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, THENCE IN A NORTHEASTERLY DIRECTION ALONG THE NORTHERLY RIGHT OF WAY OF SAID RAILWAY THAT MAKES AN ANGLE OF 112 DEGREES 29 MINUTES 20 SECONDS FROM THE LAST DESCRIBED COURSE A DISTANCE OF 1218.61 FEET TO THE POINT OF BEGINNING; THENCE IN A NORTHWESTERLY DIRECTION ALONG A LINE THAT IS 33 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF BRANDON ROAD THAT MAKES AN ANGLE OF 91 DEGREES 15 MINUTES 42 SECONDS FROM THE LAST DESCRIBED COURSE A DISTANCE OF 170 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY BANK OF THE DESPLAINES RIVER, THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHERLY BANK OF SAID RIVER TO A POINT OF INTERSECTION WITH A LINE THAT IS 65 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID BRANDON ROAD, THENCE IN A SOUTHEASTERLY DIRECTION ALONG A LINE THAT IS 65 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID BRANDON ROAD A DISTANCE OF 160 FEET + TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, THENCE IN A NORTHEASTERLY DIRECTION ALONG THE NORTHERLY RIGHT OF WAY OF SAID RAILWAY COMPANY THAT MAKES AN ANGLE OF 88 DEGREES 44 MINUTES 18 SECONDS FROM THE LAST DESCRIBED COURSE A DISTANCE OF 32.01 FEET TO THE POINT OF BEGINNING;

THAT PART OF LOT 36 ASSESSOR'S SUBDIVISION IN A PART OF THE SOUTHEAST 1/4 OF SECTION 20, IN TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHERLY RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20, THENCE IN AN EASTERLY DIRECTION ALONG THE SOUTHERLY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20 A DISTANCE OF 732.60 FEET TO A POINT, THENCE IN A NORTHERLY DIRECTION ALONG A LINE THAT IS 732.60 FEET EASTERLY OF AND PARALLEL WITH THE WESTERLY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20 A DISTANCE OF 980.88 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, THENCE IN A NORTHEASTERLY DIRECTION ALONG THE NORTHERLY RIGHT OF WAY OF SAID RAILWAY THAT MAKES AN ANGLES OF 112 DEGREES 29 MINUTES 20 SECONDS FROM THE LAST DESCRIBED COURSE A DISTANCE OF 1186.60 FEET TO A POINT, THENCE IN A NORTHWESTERLY DIRECTION ALONG A LINE THAT IS 65 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF BRANDON ROAD THAT MAKES AN ANGLE OF 91 DEGREES 15 MINUTES 42 SECONDS FROM THE LAST DESCRIBED COURSE A DISTANCE OF 128.17 FEET TO THE POINT OF BEGINNING, THENCE IN A SOUTHWESTERLY DIRECTION ALONG A LINE THAT MAKES AN ANGLE OF 93 DEGREES 50 MINUTES 20 SECONDS FROM THE LAST DESCRIBED COURSE A DISTANCE OF 62.86 FEET +

TO THE SOUTHERLY BANK OF THE DESPLAINES RIVER, THENCE IN A NORTHEASTERLY DIRECTION ALONG THE SOUTHERLY BANK OF SAID RIVER TO A POINT OF INTERSECTION WITH A LINE THAT IS 65 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID BRANDON ROAD, THENCE IN A SOUTHEASTERLY DIRECTION ALONG A LINE THAT IS 65 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID BRANDON ROAD A DISTANCE OF 31.83 FEET + TO THE POINT OF BEGINNING).

BN 43. NOTE: THE LEGAL DESCRIPTION IN SCHEDULE A HAS BEEN AMENDED. FUTURE INSTRUMENTS SHOULD BE DRAFTED ACCORDINGLY.

BO 44. NOTE FOR INFORMATION: THE ACCRETIONS TO LOT 1 IN HARTMAN'S SUBDIVISION FALLING IN SECTION 20, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ARE NOT INCLUDED IN PARCEL 5A AS THEY ARE COVERED BY THE DESCRIPTION IN PARCEL 34 AND 5C.

BQ 45. THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT THERETO SHOULD NOT BE CONSTRUED AS INSURING

(A) THAT ANY LAND CURRENTLY EXISTS ON PARCEL 33 WHERE SUB LOT 1 IN WILLIAM BARNES' SUBDIVISION NORTH OF RAILROAD RIGHT OF WAY FORMERLY EXISTED, AND THEREFORE THAT ANY RIPARIAN RIGHTS EXIST IN THAT PART OF THE BED OF THE DESPLAINES RIVER DEPICTED AS PARCEL 33 ON SURVEY PREPARED BY SDI CONSULTANTS, INC. LATEST REVISION 2/8/99 PROJECT NO. 98156;

(B) THAT ALL OF LOT 36 IN ASSESSOR'S SUBDIVISION, NORTH OF THE RAILROAD RIGHT OF WAY, TO ITS TOTAL ORIGINAL WIDTH AT THAT POINT CURRENTLY EXISTS AND THEREFORE THAT ALL OF THE RIPARIAN RIGHTS EXIST IN THAT PART OF THE BED OF THE DESPLAINES RIVER DEPICTED AS PARCEL 32 ON SURVEY PREPARED BY SDI CONSULTANTS, INC. LATEST REVISION DATED 2/8/99 PROJECT NO. 98156.

BR 46.

PROPOSED TRANSMISSION AND DISTRIBUTION EASEMENTS IN FAVOR OF _____, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO RECORDED _____ AS DOCUMENT _____, AND THE TERMS AND CONDITIONS THEREIN CONTAINED.

(AFFECTS PART OF PARCELS 1B, 2A, 2B, 4A, 5A, 5C, 10, 15, 24, 34, 36, 38A, 38B AND 42 OTHER PROPERTY)

BV 47. UNRECORDED PIPELINE EASEMENT AND MEMORANDUM OF AGREEMENT DATED SEPTEMBER 10, 1998 IN FAVOR OF LAKEHEAD PIPE LINE COMPANY FOR THE PURPOSE TO CONSTRUCT, MAINTAIN, OPERATE, INSPECT, REPAIR, REPLACE OR REMOVE CERTAIN CRUDE PETROLEUM PIPELINE FACILITIES AFFECTING THE LAND, AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

(AFFECTS A PORTION OF PARCELS 2, 4, 10 AND OTHER PROPERTY)

EX 48. PROPOSED EASEMENT IN FAVOR OF _____ FOR THE PURPOSE OF INGRESS AND EGRESS RECORDED/FILED _____ AS DOCUMENT NO. _____ , AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

(AFFECTS A PORTION OF PARCELS 2A, 2B, 24, 38A AND 38B FALLING IN THE FOLLOWING DESCRIBED PARCEL: THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29 AND THE CENTER LINE OF THE HIGHWAY KNOWN AS PATTERSON ROAD (FORMERLY THE JOLIET AND TRAUTMAN'S GROVE ROAD AS DELINEATED ON THE PLAT OF MARY S. BARNS SUBDIVISION OF PART OF SECTIONS 20 AND 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN) SAID POINT BEING NORTH 01 DEGREES 40 MINUTES 20 SECONDS WEST (ASSUMED BEARING) 1510.12 FEET (AS MEASURED ALONG THE WEST LINE OF SAID EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29) FROM THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 76 DEGREES 29 MINUTES 08 SECONDS WEST 62.40 FEET; THENCE NORTH 84 DEGREES 00 MINUTES 52 SECONDS WEST 76.25 FEET; THENCE NORTH 67 DEGREES 48 MINUTES 28 SECONDS WEST 74.76 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 219.00 FEET, HAVING A CHORD BEARING OF NORTH 86 DEGREES 06 MINUTES 10 SECONDS WEST, 139.86 FEET TO A POINT OF TANGENCY; THENCE SOUTH 75 DEGREES 36 MINUTES 08 SECONDS WEST 84.99 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 209.00 FEET, HAVING A CHORD BEARING OF NORTH 88 DEGREES 07 MINUTES 30 SECONDS WEST, 118.72 FEET TO A POINT OF TANGENCY; THENCE NORTH 71 DEGREES 51 MINUTES 08 SECONDS WEST 511.51 FEET; THENCE SOUTH 59 DEGREES 00 MINUTES 47 SECONDS WEST 9.98 FEET; THENCE SOUTH 03 DEGREES 12 MINUTES 29 SECONDS WEST 25.91 FEET; THENCE SOUTH 88 DEGREES 21 MINUTES 48 SECONDS WEST 21.71 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 05 SECONDS WEST 22.24 FEET; THENCE NORTH 87 DEGREES 37 MINUTES 47 SECONDS EAST 88.73 FEET; THENCE SOUTH 71 DEGREES 51 MINUTES 08 SECONDS EAST 441.88 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 239.00 FEET, HAVING A CHORD BEARING OF SOUTH 88 DEGREES 07 MINUTES 30 SECONDS EAST, 135.76 FEET TO A POINT OF TANGENCY; THENCE NORTH 75 DEGREES 36 MINUTES 08 SECONDS EAST 84.99 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 189.00 FEET, HAVING A CHORD BEARING OF SOUTH 86 DEGREES 06 MINUTES 10 SECONDS EAST, 120.70 FEET TO A POINT OF TANGENCY; THENCE SOUTH 67 DEGREES 48 MINUTES 28 SECONDS EAST 162.56 FEET; THENCE NORTH 44 DEGREES 33 MINUTES 33 SECONDS EAST ALONG THE CENTERLINE OF SAID PATTERSON ROAD 94.84 FEET TO THE PLACE OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS)

EX 49. PROPOSED TRANSMISSION EASEMENTS IN FAVOR OF _____, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER

WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO RECORDED _____ AS DOCUMENT _____ , AND THE TERMS AND CONDITIONS THEREIN CONTAINED.

(AFFECTS :

TRANSMISSION EASEMENT NO. 1 FOR JOLIET GENERATING STATION 9 AFFECTING A PORTION OF PARCELS 2A, 2B, 24, 38A AND 38B DESCRIBED AS FOLLOWS: THAT PART OF NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29 AND THE CENTER LINE OF THE HIGHWAY KNOWN AS PATTERSON ROAD (FORMERLY THE JOLIET AND TRAUTMAN'S GROVE ROAD AS DELINEATED ON THE PLAT OF MARY S. BARNS SUBDIVISION OF PART OF SECTIONS 20 AND 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN) SAID POINT BEING NORTH 01 DEGREES 40 MINUTES 20 SECONDS WEST (ASSUMED BEARING) 1510.12 FEET (AS MEASURED ALONG THE WEST LINE OF SAID EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29) FROM THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 76 DEGREES 29 MINUTES 08 SECONDS WEST 62.40 FEET; THENCE NORTH 84 DEGREES 00 MINUTES 52 SECONDS WEST 76.25 FEET; THENCE NORTH 67 DEGREES 48 MINUTES 28 SECONDS WEST 74.76 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 219.00 FEET, HAVING A CHORD BEARING OF NORTH 86 DEGREES 06 MINUTES 10 SECONDS WEST 139.86 FEET TO A POINT OF TANGENCY; THENCE SOUTH 75 DEGREES 36 MINUTES 08 SECONDS WEST 84.99 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH HAVNG A RADIUS OF 209.00 FEET, HAVING A CHORD BEARING OF NORTH 88 DEGREES 07 MINUTES 30 SECONDS WEST, 118.72 FEET TO A POINT OF TANGENCY; THENCE NORTH 71 DEGREES 51 MINUTES 08 SECONDS WEST 511.51 FEET; THENCE NORTH 30 DEGREES 33 MINUTES 39 SECONDS WEST 183.26 FEET; THENCE NORTH 25 DEGREES 34 MINUTES 26 SECONDS WEST 29.79 FEET; THENCE NORTH 43 DEGREES 17 MINUTES 01 SECONDS EAST 73.82 FEET; THENCE NORTH 01 DEGREES 43 MINUTES 40 SECONDS EAST 15.91 FEET; THENCE SOUTH 63 DEGREES 04 MINUTES 00 SECONDS WEST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY THE CHICAGO AND ALTON RAILROAD COMPANY) AS DESCRIBED IN DEED RECORDED FEBRUARY 28, 1921 AS DOCUMENT 333574 A DISTANCE OF 38.29 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, BEING THE SAID SOUTH RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY, HAVING A RADIUS OF 2814.93 FEET, HAVING A CHORD BEARING OF SOUTH 56 DEGREES 46 MINUTES 58 SECONDS WEST, 617.45 FEET; THENCE NORTH 87 DEGREES 37 MINUTES 47 SECONDS EAST ALONG THE NORTH LINE OF LOT 7 IN HARTMAN'S SUBDIVISION BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 1856, IN BOOK 45, PAGE 408, AS DOCUMENT NO. 25116, A DISTANCE OF 639.08 FEET; THENCE SOUTH 46 DEGREES 59 MINUTES 47 SECONDS EAST 463.63 FEET; THENCE NORTH 87 DEGREES 37 MINUTES 47 SECONDS EAST ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 8 IN SAID HARTMAN'S SUBDIVISION 460.41 FEET; THENCE NORTH 44 DEGREES 33 MINUTES 33 SECONDS EAST ALONG THE CENTERLINE OF PATTERSON ROAD 278.40 FEET TO THE PLACE OF BEGINNING;

TRANSMISSION EASEMENT NO. 2 FOR JOLIET GENERATING STATION 9 AFFECTING A PORTION OF PARCELS 4A, 5A, 10 AND 36 DESCRIBED AS FOLLOWS: THAT PART OF SECTIONS 29 AND 30, BOTH IN TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF LOT 7 IN HARTMAN'S SUBDIVISION, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 1856, IN BOOK 45, PAGE 408 AS DOCUMENT NO. 25116 AND THE SOUTHEASTERLY LINE OF THE PROPERTY CONVEYED BY GULF, MOBILE AND OHIO RAILROAD COMPANY TO COMMONWEALTH EDISON COMPANY PER DOCUMENT 1012160; THENCE SOUTH 87 DEGREES 37 MINUTES 47 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 7 A DISTANCE OF 33.38 FEET; THENCE SOUTH 50 DEGREES 18 MINUTES 30 SECONDS WEST 330.50 FEET; THENCE SOUTH 82 DEGREES 58 MINUTES 55 SECONDS WEST 350.78 FEET; THENCE NORTH 55 DEGREES 03 MINUTES 56 SECONDS WEST 45.90 FEET; THENCE NORTH 34 DEGREES 31 MINUTES 39 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILROAD (FORMERLY KNOWN AS THE ATCHISON, TOPEKA AND SANTA FE RAILROAD) 188.41 FEET; THENCE NORTH 41 DEGREES 07 MINUTES 26 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE SAID BURLINGTON NORTHERN AND SANTA FE RAILROAD 220.18 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF THE SAID BURLINGTON NORTHERN AND SANTA FE RAILROAD, HAVING A RADIUS OF 1860.08 FEET, HAVING A CHORD BEARING OF NORTH 44 DEGREES 37 MINUTES 16 SECONDS EAST, 227.07 FEET; THENCE NORTH 01 DEGREES 31 MINUTES 22 SECONDS WEST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 30 A DISTANCE OF 22.07 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, BEING THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILROAD (FORMERLY KNOWN AS THE ATCHISON, TOPEKA AND SANTA FE RAILROAD), HAVING A RADIUS OF 1877.08 FEET, HAVING A CHORD BEARING OF NORTH 49 DEGREES 25 MINUTES 02 SECONDS EAST, 60.09 FEET; THENCE SOUTH 79 DEGREES 13 MINUTES 40 SECONDS EAST 244.56 FEET; THENCE NORTH 59 DEGREES 46 MINUTES 53 SECONDS EAST 15.55 FEET; THENCE NORTH 28 DEGREES 26 MINUTES 33 SECONDS WEST 94.04 FEET; THENCE NORTH 69 DEGREES 20 MINUTES 04 SECONDS WEST 14.99 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, BEING THE SOUTH RIGHT-OF-WAY LINE OF THE SAID BURLINGTON NORTHERN AND SANTA FE RAILROAD, HAVING A RADIUS OF 1877.08 FEET, HAVING A CHORD BEARING OF NORTH 59 DEGREES 19 MINUTES 29 SECONDS EAST, 107.08 FEET; THENCE SOUTH 29 DEGREES 00 MINUTES 38 SECONDS EAST 64.91 FEET; THENCE NORTH 61 DEGREES 19 MINUTES 58 SECONDS EAST 61.43 FEET; THENCE NORTH 28 DEGREES 41 MINUTES 42 SECONDS WEST 64.74 FEET; THENCE NORTH 61 DEGREES 36 MINUTES 18 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILROAD (FORMERLY KNOWN AS THE ATCHISON, TOPEKA AND SANTA FE RAILROAD) 226.03 FEET; THENCE SOUTH 28 DEGREES 32 MINUTES 01 SECONDS EAST 68.83 FEET; THENCE SOUTH 62 DEGREES 46 MINUTES 45 SECONDS WEST 130.13 FEET; THENCE SOUTH 32 DEGREES 41 MINUTES 07 SECONDS EAST 140.13 FEET; THENCE SOUTH 87 DEGREES 38 MINUTES 31 SECONDS EAST 277.32 FEET; THENCE SOUTH 63 DEGREES 04 MINUTES 00 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF THE PROPERTY CONVEYED BY SAID DOCUMENT 1012160 A DISTANCE OF 7.51 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, BEING THE SOUTHEASTERLY LINE OF PROPERTY CONVEYED BY SAID DOCUMENT 1012160, HAVING A RADIUS OF 2874.93 FEET, HAVING A CHORD BEARING OF SOUTH 60 DEGREES 31 MINUTES 23 SECONDS WEST, 255.25 FEET; THENCE NORTH 55 DEGREES 40 MINUTES 14 SECONDS WEST 103.08 FEET; THENCE SOUTH 79 DEGREES 13 MINUTES 40 SECONDS WEST 151.59 FEET; THENCE SOUTH 08

DEGREES 11 MINUTES 18 SECONDS WEST 69.16 FEET; THENCE SOUTH 81 DEGREES 24 MINUTES 52 SECONDS EAST 151.68 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, BEING THE SOUTHEASTERLY LINE OF THE PROPERTY CONVEYED PER SAID DOCUMENT 1012160, HAVING A RADIUS OF 2874.93 FEET, HAVING A CHORD BEARING OF SOUTH 54 DEGREES 35 MINUTES 48 SECONDS WEST, 115.20 FEET; THENCE NORTH 81 DEGREES 24 MINUTES 52 SECONDS WEST 410.38 FEET; THENCE SOUTH 40 DEGREES 18 MINUTES 19 SECONDS WEST 479.52 FEET; THENCE NORTH 82 DEGREES 58 MINUTES 55 SECONDS EAST 220.92 FEET; THENCE NORTH 50 DEGREES 18 MINUTES 30 SECONDS EAST 334.07 FEET; THENCE NORTH 87 DEGREES 37 MINUTES 47 SECONDS EAST 165.15 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, BEING THE SOUTHEASTERLY LINE OF THE PROPERTY CONVEYED PER SAID DOCUMENT 1012160, HAVING A RADIUS OF 2874.93 FEET, HAVING A CHORD BEARING OF SOUTH 50 DEGREES 15 MINUTES 39 SECONDS WEST, 131.82 FEET TO THE PLACE OF BEGINNING;

TRANSMISSION EASEMENT NO. 3 FOR JOLIET GENERATING STATION 9 AFFECTING A PORTION OF PARCEL 10 DESCRIBED AS FOLLOWS: THAT PART OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF LOT 7 IN HARTMAN'S SUBDIVISION, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 1856, IN BOOK 45, PAGE 408 AS DOCUMENT NO. 25116 AND THE SOUTHEASTERLY LINE OF PROPERTY CONVEYED BY GULF, MOBILE AND OHIO RAILROAD COMPANY TO COMMONWEALTH EDISON COMPANY PER DOCUMENT 1012160; THENCE SOUTH 87 DEGREES 37 MINUTES 47 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 7 A DISTANCE OF 33.38 FEET; THENCE SOUTH 50 DEGREES 18 MINUTES 30 SECONDS WEST 330.50 FEET; THENCE SOUTH 82 DEGREES 58 MINUTES 55 SECONDS WEST 350.78 FEET; THENCE NORTH 55 DEGREES 03 MINUTES 56 SECONDS WEST 168.26 FEET FOR A PLACE OF BEGINNING; THENCE NORTH 55 DEGREES 03 MINUTES 56 SECONDS WEST 334.16 FEET; THENCE NORTH 40 DEGREES 08 MINUTES 05 SECONDS EAST ALONG THE CENTER THREAD OF THE DES PLAINES RIVER 187.64 FEET; THENCE SOUTH 55 DEGREES 31 MINUTES 04 SECONDS EAST 337.72 FEET; THENCE SOUTH 41 DEGREES 07 MINUTES 26 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILROAD (FORMERLY KNOWN AS THE ATCHISON, TOPEKA AND SANTA FE RAILROAD) 190.65 FEET TO THE PLACE OF BEGINNING;

TRANSMISSION EASEMENT NO. 4 FOR JOLIET GENERATING STATION 9 AFFECTING A PORTION OF PARCEL 2B DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29 AND THE CENTER LINE OF THE HIGHWAY KNOWN AS PATTERSON ROAD (FORMERLY THE JOLIET AND TRAUTMAN'S GROVE ROAD AS DELINEATED ON THE PLAT OF MARY S. BARNS SUBDIVISION OF PART OF SECTIONS 20 AND 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN) SAID POINT BEING NORTH 01 DEGREES 40 MINUTES 20 SECONDS WEST (ASSUMED BEARING) 1510.12 FEET (AS MEASURED ALONG THE WEST LINE OF SAID EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29) FROM THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 76 DEGREES 29 MINUTES 08 SECONDS WEST 62.40 FEET; THENCE NORTH 84 DEGREES 00 MINUTES 52 SECONDS WEST 76.25 FEET; THENCE NORTH 67 DEGREES 48 MINUTES 28 SECONDS WEST 74.76 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH,

HAVING A RADIUS OF 219.00 FEET, HAVING A CHORD BEARING OF NORTH 86 DEGREES 06 MINUTES 10 SECONDS WEST, 139.86 FEET TO A POINT OF TANGENCY; THENCE SOUTH 75 DEGREES 36 MINUTES 08 SECONDS WEST 84.99 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 209.00 FEET, HAVING A CHORD BEARING OF NORTH 88 DEGREES 07 MINUTES 30 SECONDS WEST, 118.72 FEET TO A POINT OF TANGENCY; THENCE NORTH 71 DEGREES 51 MINUTES 08 SECONDS WEST 511.51 FEET; THENCE NORTH 30 DEGREES 33 MINUTES 39 SECONDS WEST 183.26 FEET; THENCE NORTH 25 DEGREES 34 MINUTES 26 SECONDS WEST 29.79 FEET; THENCE NORTH 43 DEGREES 17 MINUTES 01 SECONDS EAST 73.82 FEET; THENCE NORTH 01 DEGREES 43 MINUTES 40 SECONDS EAST 15.91 FEET; THENCE NORTH 63 DEGREES 04 MINUTES 00 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY THE CHICAGO AND ALTON RAILROAD COMPANY) RIGHT-OF-WAY AS DESCRIBED IN DEED RECORDED FEBRUARY 28, 1921 AS DOCUMENT 333574 A DISTANCE OF 539.11 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 63 DEGREES 04 MINUTES 00 SECONDS EAST ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE 317.77 FEET; THENCE SOUTH 28 DEGREES 45 MINUTES 30 SECONDS EAST 80.04 FEET; THENCE SOUTH 63 DEGREES 04 MINUTES 00 SECONDS WEST 32.84 FEET; THENCE SOUTH 24 DEGREES 39 MINUTES 57 SECONDS WEST 309.31 FEET; THENCE NORTH 79 DEGREES 08 MINUTES 20 SECONDS EAST 107.43 FEET; THENCE SOUTH 08 DEGREES 19 MINUTES 05 SECONDS WEST 306.31 FEET; THENCE SOUTH 89 DEGREES 00 MINUTES 11 SECONDS WEST 91.20 FEET; THENCE NORTH 08 DEGREES 19 MINUTES 05 SECONDS EAST 194.48 FEET; THENCE SOUTH 79 DEGREES 08 MINUTES 20 SECONDS WEST 70.72 FEET; THENCE NORTH 25 DEGREES 19 MINUTES 05 SECONDS EAST 84.38 FEET; THENCE NORTH 27 DEGREES 02 MINUTES 09 SECONDS WEST 98.61 FEET; THENCE NORTH 62 DEGREES 00 MINUTES 05 SECONDS EAST 54.24 FEET; THENCE NORTH 27 DEGREES 39 MINUTES 11 SECONDS WEST 19.72 FEET; THENCE NORTH 24 DEGREES 39 MINUTES 57 SECONDS EAST 133.81 FEET; THENCE SOUTH 63 DEGREES 04 MINUTES 00 SECONDS WEST 158.68 FEET; THENCE NORTH 27 DEGREES 02 MINUTES 09 SECONDS WEST 80.00 TO THE PLACE OF BEGINNING;

TRANSMISSION EASEMENT NO. 5 FOR JOLIET GENERATING STATION 9 AFFECTING A PORTION OF PARCELS 1B, 5B, 5C AND 34 DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHWEST 1/4 OF SECTION 29 AND THE SOUTHWEST 1/4 OF SECTION 20, BOTH IN TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29 AND THE CENTER LINE OF THE HIGHWAY KNOWN AS PATTERSON ROAD (FORMERLY THE JOLIET AND TRAUTMAN'S GROVE AS DELINEATED ON THE PLAT OF MARY S. BARNS SUBDIVISION OF PART OF SECTIONS 20 AND 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN) SAID POINT BEING NORTH 01 DEGREES 40 MINUTES 20 SECONDS WEST (ASSUMED BEARING) 1510.12 FEET (AS MEASURED ALONG THE WEST LINE OF SAID EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29) FROM THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 76 DEGREES 29 MINUTES 08 SECONDS WEST 62.40 FEET; THENCE NORTH 84 DEGREES 00 MINUTES 52 SECONDS WEST 76.25 FEET; THENCE NORTH 67 DEGREES 48 MINUTES 28 SECONDS WEST 74.76 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 219.00 FEET, HAVING A CHORD BEARING OF NORTH 86 DEGREES 06 MINUTES 10 SECONDS WEST, 139.86 FEET TO A POINT OF TANGENCY; THENCE SOUTH 75 DEGREES 36 MINUTES 08 SECONDS WEST 84.99 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 209.00 FEET, HAVING A CHORD BEARING OF NORTH 88 DEGREES 07 MINUTES 30 SECONDS WEST, 118.72 FEET TO A POINT OF TANGENCY;

THENCE NORTH 71 DEGREES 51 MINUTES 08 SECONDS WEST 511.51 FEET; THENCE NORTH 30 DEGREES 33 MINUTES 39 SECONDS WEST 183.26 FEET; THENCE NORTH 25 DEGREES 34 MINUTES 26 SECONDS WEST 29.79 FEET; THENCE NORTH 43 DEGREES 17 MINUTES 01 SECONDS EAST 73.82 FEET; THENCE NORTH 01 DEGREES 43 MINUTES 40 SECONDS EAST 15.91 FEET; THENCE NORTH 63 DEGREES 04 MINUTES 00 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY THE CHICAGO AND ALTON RAILROAD COMPANY) RIGHT-OF-WAY AS DESCRIBED IN DEED RECORDED FEBRUARY 28, 1921 AS DOCUMENT 333574 A DISTANCE OF 856.68 FEET; THENCE NORTH 28 DEGREES 45 MINUTES 30 SECONDS WEST 60.03 FEET FOR A PLACE OF BEGINNING; THENCE SOUTH 63 DEGREES 04 MINUTES 00 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF PROPERTY CONVEYED BY GULF, MOBILE AND OHIO RAILROAD COMPANY TO COMMONWEALTH EDISON COMPANY PER DOCUMENT 1012160 A DISTANCE OF 80.04 FEET; THENCE NORTH 28 DEGREES 45 MINUTES 30 SECONDS WEST 314.24 FEET; THENCE NORTH 39 DEGREES 30 MINUTES 24 SECONDS WEST 55.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILROAD (FORMERLY KNOWN AS THE ATCHISON, TOPEKA AND SANTA FE RAILROAD), HAVING A RADIUS OF 2831.93 FEET, HAVING A CHORD BEARING OF NORTH 62 DEGREES 46 MINUTES 35 SECONDS EAST, 81.88 FEET; THENCE SOUTH 39 DEGREES 30 MINUTES 24 SECONDS EAST 45.11 FEET; THENCE SOUTH 28 DEGREES 45 MINUTES 30 SECONDS EAST 324.31 FEET TO THE PLACE OF BEGINNING;

TRANSMISSION EASEMENT NO. 6 FOR JOLIET GENERATING STATION 9 AFFECTING A PORTION OF PARCEL 34 DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE CENTER LINE OF THE HIGHWAY KNOWN AS PATTERSON ROAD (FORMERLY THE JOLIET AND TRAUTMAN'S GROVE ROAD AS DELINEATED ON THE PLAT OF MARY S. BARNS SUBDIVISION OF PART OF SECTIONS 20 AND 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN) SAID POINT BEING NORTH 01 DEGREES 40 MINUTES 20 SECONDS WEST (ASSUMED BEARING) 1510.12 FEET (AS MEASURED ALONG THE WEST LINE OF SAID EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29) FROM THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 76 DEGREES 29 MINUTES 08 SECONDS WEST 62.40 FEET; THENCE NORTH 84 DEGREES 00 MINUTES 52 SECONDS WEST 76.25 FEET; THENCE NORTH 67 DEGREES 48 MINUTES 28 SECONDS WEST 74.76 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 219.00 FEET, HAVING A CHORD BEARING OF NORTH 86 DEGREES 06 MINUTES 10 SECONDS WEST, 139.86 FEET TO A POINT OF TANGENCY; THENCE SOUTH 75 DEGREES 36 MINUTES 08 SECONDS WEST 84.99 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 209.00 FEET, HAVING A CHORD BEARING OF NORTH 88 DEGREES 07 MINUTES 30 SECONDS WEST, 118.72 FEET TO A POINT OF TANGENCY; THENCE NORTH 71 DEGREES 51 MINUTES 08 SECONDS WEST 511.51 FEET; THENCE NORTH 30 DEGREES 33 MINUTES 39 SECONDS WEST 183.26 FEET; THENCE NORTH 25 DEGREES 34 MINUTES 26 SECONDS WEST 29.79 FEET; THENCE NORTH 43 DEGREES 17 MINUTES 01 SECONDS EAST 73.82 FEET; THENCE NORTH 01 DEGREES 43 MINUTES 40 SECONDS EAST 15.91 FEET; THENCE NORTH 63 DEGREES 04 MINUTES 00 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY (FORMERLY THE CHICAGO AND ALTON RAILROAD COMPANY) RIGHT-OF-WAY AS DESCRIBED IN DEED RECORDED FEBRUARY 28, 1921 AS DOCUMENT

333574 A DISTANCE OF 856.88 FEET; THENCE NORTH 28 DEGREES 45 MINUTES 30 SECONDS WEST 384.34 FEET; THENCE NORTH 39 DEGREES 30 MINUTES 24 SECONDS WEST 112.83 FEET FOR A PLACE OF BEGINNING; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, BEING THE NORTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILROAD (FORMERLY KNOWN AS THE ATCHISON, TOPEKA AND SANTA FE RAILROAD), HAVING A RADIUS OF 2897.93 FEET, HAVING A CHORD BEARING OF SOUTH 62 DEGREES 29 MINUTES 33 SECONDS WEST, 81.79 FEET; THENCE NORTH 39 DEGREES 30 MINUTES 24 SECONDS WEST 362.21 FEET; THENCE NORTH 28 DEGREES 12 MINUTES 24 SECONDS WEST 247.06 FEET; THENCE NORTH 65 DEGREES 14 MINUTES 27 SECONDS EAST ALONG THE CENTER THREAD OF THE DESPLAINES RIVER 80.15 FEET; THENCE SOUTH 28 DEGREES 12 MINUTES 24 SECONDS EAST 234.33 FEET; THENCE SOUTH 39 DEGREES 30 MINUTES 24 SECONDS EAST 371.30 FEET TO THE PLACE OF BEGINNING ALL IN WILL COUNTY, ILLINOIS;

TRANSMISSION EASEMENT NO. 7 FOR JOLIET GENERATING STATION 9 AFFECTING A PORTION OF PARCELS 2B AND 2C DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29 AND THE CENTER LINE OF THE HIGHWAY KNOWN AS PATTERSON ROAD (FORMERLY THE JOLIET AND TRAUTMAN'S GROVE ROAD AS DELINEATED ON THE PLAT OF MARY S. BARNS SUBDIVISION OF PART OF SECTIONS 20 AND 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN) SAID POINT BEING NORTH 01 DEGREES 40 MINUTES 20 SECONDS WEST (ASSUMED BEARING) 1510.12 FEET (AS MEASURED ALONG THE WEST LINE OF SAID EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29) FROM THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 29; THENCE NORTH 44 DEGREES 33 MINUTES 33 SECONDS EAST ALONG THE CENTER LINE OF SAID PATTERSON ROAD 47.04 FEET FOR A PLACE OF BEGINNING; THENCE NORTH 67 DEGREES 48 MINUTES 28 SECONDS WEST 217.10 FEET; THENCE SOUTH 56 DEGREES 22 MINUTES 02 SECONDS WEST 72.56 FEET; THENCE NORTH 33 DEGREES 31 MINUTES 50 SECONDS WEST 51.12 FEET; THENCE NORTH 85 DEGREES 38 MINUTES 26 SECONDS EAST 404.23 FEET; THENCE SOUTH 44 DEGREES 33 MINUTES 33 SECONDS WEST ALONG THE CENTER LINE OF SAID PATTERSON ROAD 161.61 FEET TO THE PLACE OF BEGINNING).

E1 50. 3-G-1 JUNCTION TOWER LOCATED WITHIN THE ILLINOIS CENTRAL GULF RAILROAD AS SHOWN AND LOCATED ON PLAT OF SURVEY FOR JOLIET GENERATING STATION NO. 9 PREPARED BY SDI CONSULTANTS PROJECT NO. 98156 LATEST REVISION 2/8/99.

(APPROXIMATE LOCATION: LYING SOUTHEASTERLY OF PARCEL 1A)

C4 51. NICOR GAS METERING STATION AS SHOWN AND LOCATED ON THE PLAT OF SURVEY PROJECT NO. 98156 JOLIET GENERATING STATION NO. 9 PREPARED BY SDI CONSULTANTS LATEST REVISION 2/8/99.

(AFFECTS PARCEL 10)

CB 52. THE LAND DESCRIBED IN THIS COMMITMENT/POLICY SHALL NOT BE DEEMED TO INCLUDE ANY TRAILERS STANDING ON THE LAND.

(AFFECTS:

PARCEL 2B AS SHOWN AND LOCATED ON PLAT OF SURVEY PREPARED BY SDI CONSULTANTS PROJECT NO. 98156 JOLIET GENERATING STATION 9 LATEST REVISION 2/8/99;

PARCEL 4A AS SHOWN AND LOCATED ON PLAT OF SURVEY PREPARED BY SDI CONSULTANTS PROJECT NO. 98156 JOLIET GENERATING STATION 9 LATEST REVISION 2/8/99;

PARCEL 10 AS SHOWN AND LOCATED ON PLAT OF SURVEY PREPARED BY SDI CONSULTATNS PROJECT NO. 98156 JOLIET GENERATING STATION 9 LATEST REVISION 2/8/99)

CE 53. PROPOSED 200 FOOT WIDE MICROWAVE AIR RIGHTS EASEMENTS IN FAVOR OF _____ RECORDED/FILED _____ AS DOCUMENT NO. _____ AFFECTING THE LAND, AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

(AFFECTS PART OF PARCELS 1A, 7, 33, AND 34)

CF 54. ENCROACHMENT OF THE BUILDING/TANK LOCATED MAINLY ON THE PROPERTY SOUTHWESTERLY AND ADJOINING ONTO A PORTION OF PARCEL 2B, AS SHOWN ON PLAT OF SURVEY NUMBER 98156 SHEET NO. 6 PREPARED BY SDI CONSULTANTS, INC. LATEST REVISION DATE 2/8/99.

(AFFECTS PART OF PARCEL 2B)

** END **

COMMITMENT FOR TITLE INSURANCE Will Sale 2/16

Chicago Title Insurance Company

Providing Title Related Services Since 1847

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A (which policy or policies cover title risks and are subject to the Exclusions from Coverage and the Conditions and Stipulations as contained in said policy/ies) in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedules A and B hereof and to the Commitment Conditions and Stipulations which are hereby incorporated by reference and made a part of the Commitment. A complete copy of the Commitment Conditions and Stipulations is available upon request and such include, but are not limited to, the proposed Insured's obligation to disclose, in writing, knowledge of any additional defects, liens, encumbrances, adverse claims or other matters which are not contained in the Commitment; provisions that the Company's liability shall in no event exceed the amount of the policy/ies as stated in Schedule A hereof, must be based on the terms of this Commitment, shall be only to the proposed Insured and shall be only for actual loss incurred in good faith reliance on this Commitment; and provisions relating to the General Exceptions, to which the policy/ies will be subject unless the same are disposed of to the satisfaction of the Company.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by issuance of a revised Commitment.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment is based upon a search and examination of Company records and/or public records by the Company. Utilization of the information contained herein by an entity other than the Company or a member of the Chicago Title and Trust Family of Title Insurers for the purpose of issuing a title commitment or policy or policies shall be considered a violation of the proprietary rights of the Company of its search and examination work product.

This Commitment shall not be valid or binding until signed by an authorized signatory.

Issued By:

CHICAGO TITLE INSURANCE COMPANY
103 NORTH OTTAWA STREET
JOLIET, IL 60432

Refer Inquiries To:

(815)726-5331

CHICAGO TITLE INSURANCE COMPANY
By Harry S. Gerry
Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY CORPORATE SEAL

Commitment No.: 1410 001347519 WB

DSJ66A 4/98 SKB 02/16/99

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

YOUR REFERENCE: WILL STATION

ORDER NO.: 1410 001347519 WB

EFFECTIVE DATE: FEBRUARY 8, 1999

1. POLICY OR POLICIES TO BE ISSUED:

OWNER'S POLICY:	ALTA OWNERS 1992
AMOUNT:	$10,000.00
PROPOSED INSURED:	TO COME

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT AND COVERED HEREIN IS A FEE SIMPLE UNLESS OTHERWISE NOTED.

3. TITLE TO SAID ESTATE OR INTEREST IN SAID LAND IS AT THE EFFECTIVE DATE VESTED IN:

   COMMONWEALTH EDISON COMPANY, AN ILLINOIS CORPORATION (FORMERLY KNOWN AS PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS)

4. MORTGAGE OR TRUST DEED TO BE INSURED:

   NONE

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PART OF THE WEST 1/2 OF SECTION 2, WESTERLY OF THE WESTERLY TOP VERTICAL FACE OF THE MAIN CHANNEL OF THE SANITARY DISTRICT OF CHICAGO AS SAID FACE EXISTED ON SEPTEMBER 20, 1937 AND OF SECTION 3 EAST AND WEST OF THE DES PLAINES RIVER, IN TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 2, WHICH IS ALSO THE NORTHEAST CORNER OF SAID SECTION 3, EAST OF THE RIVER AND RUNNING THENCE SOUTHWARD ALONG THE WEST LINE OF SAID SECTION 2, A DISTANCE OF 1361.19 FEET TO THE NORTHWEST CORNER OF GOVERNMENT LOT 1 OF THE NORTHWEST 1/4 OF SAID SECTION 2; THENCE WESTWARD ALONG A LINE PARALLEL TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 3, EAST OF SAID RIVER (WHICH PARALLEL LINE IS SOMETIMES KNOWN AS THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 3, EAST OF SAID RIVER), A DISTANCE OF 510 FEET, MORE OR LESS, TO THE CENTER THREAD OF SAID DES PLAINES RIVER; THENCE SOUTHWARDLY ALONG SAID CENTER THREAD OF SAID RIVER A DISTANCE OF 1570 FEET MORE OR LESS TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 3, WEST OF THE RIVER; THENCE WESTWARD ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 3 WEST OF SAID RIVER, A DISTANCE OF 1170 FEET MORE OR LESS, TO THE EAST LINE OF THE RIGHT OF WAY OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS (WHICH EAST RIGHT OF WAY LINE IS THE EAST LINE OF THE WEST 600 FEET OF THE EAST 1/2 OF SAID SECTION 3, WEST OF SAID RIVER); THENCE SOUTHWARD ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1320.19 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID SOUTH 1/2 OF SECTION 3 WEST OF SAID RIVER; THENCE EASTWARD ALONG SAID SOUTH LINE OF SAID NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 3, WEST OF SAID RIVER AND ALONG AN EASTWARD EXTENSION OF SAID SOUTH LINE A DISTANCE OF 3088.55 FEET TO AN INTERSECTION WITH THE WESTERLY TOP VERTICAL FACE OF SAID MAIN CHANNEL SAID INTERSECTION BEING 46.65 FEET SOUTHERLY (MEASURED ALONG SAID WESTERLY TOP VERTICAL FACE) FROM THE POINT OF INTERSECTION OF SAID WESTERLY TOP VERTICAL FACE WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE NORTHWARDLY ALONG SAID WESTERLY TOP VERTICAL FACE A DISTANCE OF 4081.54 FEET TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 2 AND THENCE WESTWARD ALONG SAID NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 1523.17 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PART CONVEYED TO THE VILLAGE OF ROMEOVILLE BY QUIT CLAIM DEED RECORDED JUNE 13, 1996 AS DOCUMENT NO. R96-52181) ALSO (EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: THAT PART OF THE WEST 1/2 OF SECTION 2 IN TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 2; THENCE NORTH 01 DEGREES 32 MINUTES 18 SECONDS WEST ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 835.90 FEET; THENCE NORTH 88 DEGREES 27 MINUTES 42 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED LINE 233.92 FEET FOR THE PLACE OF BEGINNING; THENCE EASTERLY ALONG A NONTANGENTIAL CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 403.61 FEET, HAVING A CHORD BEARING OF SOUTH 89 DEGREES 37 MINUTES 10 SECONDS EAST 351.51 FEET; THENCE SOUTH 04 DEGREES 35 MINUTES 24 SECONDS WEST 526.78 FEET; THENCE SOUTH 85 DEGREES 24 MINUTES 36 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED LINE 4.60 FEET; THENCE SOUTH 04 DEGREES 35 MINUTES 24 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED LINE 255.46 FEET; THENCE SOUTH 75 DEGREES 18 MINUTES 03 SECONDS EAST 8.98 FEET; THENCE SOUTH 04 DEGREES 35 MINUTES 24 SECONDS WEST 83.52 FEET;

THENCE NORTH 85 DEGREES 24 MINUTES 36 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED LINE 31.11 FEET; THENCE SOUTH 04 DEGREES 35 MINUTES 24 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED LINE 185.38 FEET; THENCE NORTH 85 DEGREES 24 MINUTES 36 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED LINE 321.92 FEET; THENCE NORTH 04 DEGREES 35 MINUTES 24 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED LINE 1027.72 FEET TO THE PLACE OF BEGINNING);

PARCEL 2:

THE SOUTH 270 FEET OF THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CENTER THREAD OF THE DES PLAINES RIVER, EXCEPT THE WEST 600 FEET THEREOF;

PARCEL 3:

THAT PART OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF SECTION 3, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID SOUTH 1/2 OF SOUTH 1/2 WITH A LINE 600 FEET EAST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3; AND RUNNING THENCE SOUTH ALONG THE ABOVE MENTIONED PARALLEL LINE A DISTANCE OF 300 FEET; THENCE NORTHEASTERLY A DISTANCE OF 500.21 FEET TO A POINT ON SAID NORTH LINE OF SOUTH 1/2 OF SOUTH 1/2 WHICH IS 1000 FEET EAST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; AND THENCE WEST ALONG SAID NORTH LINE OF SOUTH 1/2 OF SOUTH 1/2 A DISTANCE OF 400 FEET TO THE PLACE OF BEGINNING, ALL IN TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL 4:

THE EAST 10 RODS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 175 FEET OF THE WEST 150 FEET THEREOF AND FURTHER EXCEPTING THEREFROM THE FEE SIMPLE TITLE THEREOF TO THAT PART THEREOF VESTED IN THE VILLAGE OF ROMEOVILLE BY ORDER ENTERED JANUARY 10, 1997 CASE NO. 96ED12157 (PARCEL 19), ALL IN WILL COUNTY, ILLINOIS.

PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID SECTION, WHICH IS 800 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST 1/4 THEREOF, SAID POINT BEING THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED BY ANNA WALSH TO THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS BY WARRANTY DEED DATED OCTOBER 17, 1927 AND RECORDED AS DOCUMENT NO. 411822; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT, SO CONVEYED, BEING A LINE 800 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 1470 FEET MORE OR LESS TO THE DESPLAINES RIVER; THENCE SOUTHWESTERLY ALONG SAID RIVER TO A POINT WHICH IS 1963 FEET EAST OF THE WEST LINE OF SAID SECTION 30; THENCE NORTH ALONG A LINE WHICH IS 1963 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION, 2935 FEET, MORE OR LESS TO THE NORTH LINE OF SAID SECTION; THENCE EAST ALONG SAID NORTH SECTION LINE TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PART DEEDED TO CATERPILLAR TRACTOR CO. BY DEED RECORDED FEBRUARY 19, 1981 AS DOCUMENT R81-4248 AND THE BED AND BANKS OF THE DESPLAINES RIVER LYING SOUTH AND ADJOINING SAID PARCEL);

(B) ALL THAT PART OF THE BED AND BANKS OF SAID DES PLAINES RIVER IN SECTION 30 LYING NORTH OF THE CENTER THREAD OF SAID RIVER, WHICH LIES EAST OF THE EAST LINE OF DOCUMENT R81-4248 EXTENDED SOUTH TO THE CENTER THREAD OF THE DESPLAINES RIVER AND WEST OF A LINE 800 FEET EAST OF THE NORTH AND SOUTH CENTER LINE THEREOF, ALL IN TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN;

(C) THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP AND RANGE AFORESAID; THENCE WEST ON THE NORTH LINE OF SAID SECTION 30, 291.6 FEET FOR A POINT OF BEGINNING; THENCE NORTH 1 DEGREES, 33 MINUTES EAST TO THE CENTERLINE OF THE PUBLIC HIGHWAY (KNOWN AS CHANNAHON ROAD); THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID PUBLIC HIGHWAY 412.6 FEET; THENCE SOUTH TO THE NORTH LINE OF SECTION 30 AFORESAID; THENCE EAST ALONG SAID SECTION LINE TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PART TAKEN BY THE STATE OF ILLINOIS BY DOCUMENT R68-13815);

PARCEL 39:

LOT 18, COUNTY CLERK'S SUBDIVISION OF THE NORTH PART OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED RECORDED FEBRUARY 1, 1894 PLAT BOOK 4, (PART 2), PAGES 98 AND 99;

COMMITMENT FOR TITLE INSURANCE Joliet Station 29 Sale

Chicago Title Insurance Company

Providing Title Related Services Since 1847

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A (which policy or policies cover title risks and are subject to the Exclusions from Coverage and the Conditions and Stipulations as contained in said policy/ies) in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedules A and B hereof and to the Commitment Conditions and Stipulations which are hereby incorporated by reference and made a part of the Commitment. A complete copy of the Commitment Conditions and Stipulations is available upon request and such include, but are not limited to, the proposed Insured's obligation to disclose, in writing, knowledge of any additional defects, liens, encumbrances, adverse claims or other matters which are not contained in the Commitment; provisions that the Company's liability shall in no event exceed the amount of the policy/ies as stated in Schedule A hereof, must be based on the terms of this Commitment, shall be only to the proposed Insured and shall be only for actual loss incurred in good faith reliance on this Commitment; and provisions relating to the General Exceptions, to which the policy/ies will be subject unless the same are disposed of to the satisfaction of the Company.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by issuance of a revised Commitment.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment is based upon a search and examination of Company records and/or public records by the Company. Utilization of the information contained herein by an entity other than the Company or a member of the Chicago Title and Trust Family of Title Insurers for the purpose of issuing a title commitment or policy or policies shall be considered a violation of the proprietary rights of the Company of its search and examination work product.

This Commitment shall not be valid or binding until signed by an authorized signatory.

Issued By:

CHICAGO TITLE INSURANCE COMPANY
103 NORTH OTTAWA STREET
JOLIET, IL 60432

Refer Inquiries To:

(815)726-5331

CHICAGO TITLE INSURANCE COMPANY

By

Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY CORPORATE SEAL

Commitment No.: 1410 001354783 08

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

YOUR REFERENCE: STATION 29 NORTH OF RIVER ORDER NO.: 1410 001354783 WB

EFFECTIVE DATE: FEBRUARY 8, 1999

1. POLICY OR POLICIES TO BE ISSUED:

OWNER'S POLICY:	ALTA OWNERS 1992
AMOUNT:	$10,000.00
PROPOSED INSURED:	TO COME

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT AND COVERED HEREIN IS A FEE SIMPLE UNLESS OTHERWISE NOTED.

3. TITLE TO SAID ESTATE OR INTEREST IN SAID LAND IS AT THE EFFECTIVE DATE VESTED IN:

   COMMONWEALTH EDISON COMPANY, AN ILLINOIS CORPORATION (FORMERLY KNOWN AS PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS)

4. MORTGAGE OR TRUST DEED TO BE INSURED:

   NONE

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 11:

THAT PART OF LOT 19 LYING NORTHERLY OF THE NORTH CHANNEL OF THE DESPLAINES RIVER TOGETHER WITH ALL ACCRETIONS THERETO AND TOGETHER WITH ALL RIGHTS ACCRUING THERETO EXTENDING TO THE CENTER THREAD OF THE DESPLAINES RIVER, IN COUNTY CLERK'S SUBDIVISION, BEING A SUBDIVISION OF THE NORTH PART OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 1, 1894 IN PLAT BOOK 4 (PART 2), PAGES 102 AND 103 (EXCEPT THAT PART THEREOF CONVEYED TO THE STATE OF ILLINOIS BY DEED DATED JANUARY 31, 1928 AND RECORDED FEBRUARY 3, 1928 IN BOOK 691 PAGE 15 AS DOCUMENT NO. 414965);

PARCEL 14:

LOT 17 TOGETHER WITH ALL ACCRETIONS THERETO AND TOGETHER WITH ALL RIGHTS ACCRUING THERETO EXTENDING TO THE CENTER THREAD OF THE DESPLAINES RIVERS, IN THE COUNTY CLERK'S SUBDIVISION OF THE NORTH PART OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED FEBRUARY 1, 1894 IN PLAT BOOK 4 (PART 2), PAGES 102 AND 103;

PARCEL 15:

LOT 1 TOGETHER WITH ALL ACCRETIONS THERETO AND TOGETHER WITH ALL RIGHTS ACCRUING THERETO EXTENDING TO THE CENTER THREAD OF THE DESPLAINES RIVER, IN COUNTY CLERK'S SUBDIVISION IN THE NORTH FRACTION OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED FEBRUARY 1, 1894 IN PLAT BOOK 4 (PART 2), PAGES 102 AND 103;

PARCEL 19:

THAT PART OF THE NORTHEAST FRACTIONAL QUARTER, NORTH OF THE RIVER, OF SECTION 30, LYING EAST OF A LINE 800 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST FRACTIONAL QUARTER, IN TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL 20:

(A) ALL THAT PART OF THE SOUTH 1/2 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHERLY OF THE CENTERLINE OF CHANNAHON ROAD OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS A TRACT: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUNNING EAST ON THE SOUTH LINE OF SAID SECTION, 1629 FEET; THENCE NORTH 41 DEGREES 22 MINUTES EAST, 249.3 FEET; THENCE NORTH 47 DEGREES, 46 MINUTES EAST 587.6 FEET; THENCE NORTH 53 DEGREES 5 MINUTES 30 SECONDS EAST 371.1 FEET; THENCE NORTH 64 DEGREES 28 MINUTES 30 SECONDS EAST 545.9 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 19, WHICH IS 709.6 FEET SOUTH OF THE CENTERLINE OF THE PUBLIC HIGHWAY KNOWN AS CHANNAHON ROAD; THENCE NORTH TO THE SOUTH LINE OF THE SOUTHERLY LINE OF THE 90 FOOT RESERVE OF THE ILLINOIS AND MICHIGAN CANAL; THENCE WESTERLY ON THE

SOUTHERLY LINE OF SAID 90 FOOT RESERVE OF THE ILLINOIS AND MICHIGAN CANAL; THENCE WESTERLY ON THE SOUTH LINE OF THE ILLINOIS AND MICHIGAN CANAL TO A POINT WHICH IS DUE NORTH OF A POINT 2387.24 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION; THENCE SOUTHERLY 1 DEGREES 33 MINUTES WEST TO THE CENTERLINE OF SAID CHANNAHON ROAD; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF SAID ROAD, 41.46 FEET; THENCE SOUTH 1 DEGREES, 33 MINUTES WEST 818.1 FEET TO THE SOUTH LINE OF SAID SECTION 19 AND THENCE EAST ON THE SOUTH LINE OF SAID SECTION 19, TO THE PLACE OF BEGINNING, (EXCEPT THAT PART OF THE SOUTHEAST 1/4 OF SAID SECTION 19 COMPRISING A STRIP 90 FEET WIDE LYING SOUTH OF AND ADJOINING THE ILLINOIS MICHIGAN CANAL THEREOF AND ALSO EXCEPT THAT PART OF THE PREMISES IN QUESTION FALLING IN THE SOUTHWEST 1/4 OF SECTION 19 LYING NORTH OF A LINE WHICH IS 90 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE ILLINOIS MICHIGAN CANAL THEREOF AND FURTHER EXCEPTING THAT PART TAKEN BY THE STATE OF ILLINOIS BY DOCUMENT R68-13815);

(EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL TO WIT:
THAT PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 19, BEING A CONCRETE MONUMENT 1963.03 FEET (RECORD) EAST (AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 19) OF THE SOUTHWEST CORNER OF SAID SECTION 19 SAID MONUMENT BEING ON THE BOUNDARY LINE PER THE BOUNDARY LINE AGREEMENT RECORDED MARCH 21, 1951 AS DOCUMENT 688037 BETWEEN CATERPILLAR TRACTOR CO. AND PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS; THENCE NORTH 01 DEGREES 48 MINUTES 09 SECONDS WEST ALONG THE SAID BOUNDARY LINE 594.54 FEET; THENCE NORTH 73 DEGREES 47 MINUTES 26 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF ROUTE 6 (FORMERLY KNOWN AS CHANNAHON ROAD) AS HERETOFORE CONVEYED TO THE STATE OF ILLINOIS PER QUIT CLAIM DEED RECORDED AUGUST 19, 1968 AS DOCUMENT R68-13815 A DISTANCE OF 870.57 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH BEING THE SOUTH RIGHT-OF-WAY LINE OF SAID ROUTE 6, HAVING A RADIUS OF 38,307.20 FEET, HAVING A CHORD BEARING OF NORTH 73 DEGREES 38 MINUTES 36 SECONDS EAST 196.99 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH BEING THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF ROUTE 6, HAVING A RADIUS OF 38,307.20 FEET, HAVING A CHORD BEARING OF NORTH 72 DEGREES 43 MINUTES 48 SECONDS EAST 1024.21 FEET; THENCE SOUTH 37 DEGREES 17 MINUTES 59 SECONDS EAST 391.37 FEET; THENCE SOUTH 42 DEGREES 57 MINUTES 20 SECONDS WEST 785.70 FEET; THENCE NORTH 55 DEGREES 05 MINUTES 38 SECONDS WEST 553.84 FEET; THENCE NORTH 40 DEGREES 21 MINUTES 51 SECONDS WEST 348.30 FEET TO THE <PLACE OF BEGINNING);

(B) ALL THAT PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY AND EASTERLY OF A BROKEN LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH SECTION LINE OF SAID SECTION WHICH IS 1,248.16 FEET (DEED) (1629 FEET MEASURED) EAST OF THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE NORTH 41 DEGREES 22 MINUTES EAST 249.3 FEET; THENCE NORTH 47 DEGREES 46 MINUTES EAST 587.6 FEET; THENCE NORTH 53 DEGREES 5 MINUTES 30 SECONDS EAST 371.1 FEET; THENCE NORTH 64 DEGREES 28 MINUTES 30 SECONDS EAST 545.9 FEET TO A POINT ON THE EAST LINE OF SAID SECTION WHICH IS 709.6 FEET SOUTH OF AN IRON PIN SET BY COUNTY SURVEYOR ON THE EAST SECTION LINE OF SAID SECTION IN THE CENTER OF A PUBLIC HIGHWAY KNOWN AS CHANNAHON ROAD;

PARCEL 30:

(A) A PARCEL OF LAND IN SECTION 30, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ORDER NO.: 1410 001354783 WB

1. IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:

   A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY;

   B. A PROPERLY EXECUTED ALTA STATEMENT;

   C. UTILITY LETTERS FROM THE MUNICIPALITY OR COUNTY (IF UNINCORPORATED), LOCAL GAS, ELECTRIC AND TELEPHONE COMPANIES AND IF APPLICABLE, THE LOCAL CABLE TELEVISION COMPANY AND WESTERN UNION.

   MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

   NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

2. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

A 3. NOTE FOR ADDITIONAL INFORMATION: THE WILL COUNTY RECORDER REQUIRES THAT ANY DOCUMENTS PRESENTED FOR RECORDING CONTAIN THE FOLLOWING INFORMATION:

   (A) THE NAME AND ADDRESS OF THE PARTY WHO PREPARED THE DOCUMENT;

   (B) THE NAME AND ADDRESS OF THE PARTY TO WHOM THE DOCUMENT SHOULD BE MAILED AFTER RECORDING;

   (C) ALL PERMANENT REAL ESTATE TAX INDEX NUMBERS OF ANY PROPERTY LEGALLY DESCRIBED IN THE DOCUMENT;

   (D) THE ADDRESS OF ANY PROPERTY LEGALLY DESCRIBED IN THE DOCUMENT;

   (E) ALL DEEDS SHOULD CONTAIN THE ADDRESS OF THE GRANTEE AND SHOULD ALSO NOTE THE NAME AND ADDRESS OF THE PARTY TO WHOM THE TAX BILLS SHOULD BE SENT.

   (F) ANY DEEDS CONVEYING UNSUBDIVIDED LAND, OR, PORTIONS OF SUBDIVIDED LAND (LOTS OR BLOCKS MORE THAN 1 ACRE WHICH INVOLVE NEW STREETS), MAY NEED TO BE ACCOMPANIED BY A PROPERLY EXECUTED "PLAT ACT AFFIDAVIT".

   THIS EXCEPTION WILL NOT APPEAR ON THE POLICY WHEN ISSUED.

B 4. TAXES FOR THE YEAR(S) 1998 AND 1999 NOT YET DUE AND PAYABLE

   PERMANENT TAX NOS. 07-20-215-002 (AFFECTS PARCEL 11)
   07-20-300-007 (AFFECTS PARCEL 14)
   07-20-300-006 (AFFECTS PARCEL 15)
   07-19-300-015 (AFFECTS PART OF

PARCEL 20A)

07-19-400-016 (AFFECTS PARCEL 20A AND OTHER PROPERTY)
07-19-400-016-9001 (AFFECTS PCL 20A--STATE POLLUTION CONTROL TAX)
07-19-400-016-9002 (AFFECTS PARCEL 20A--STATE POLLUTION CONTROL TAX)
07-19-400-016-9003 (AFFECTS PARCEL 20A--STATE POLLUTION CONTROL TAX)
07-19-400-011 (AFFECTS PARCEL 20B)
07-30-200-002 (AFFECTS PARCELS 19, AND 30)
07-20-215-001 (AFFECTS PARCEL 39)

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-20-215-002 IN THE AMOUNT OF $1,780.13 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $1,780.13 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-20-300-007 IN THE AMOUNT OF $3,322.11 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $3,322.11 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-20-300-006 IN THE AMOUNT OF $3,315.02 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $3,315.02 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-19-300-015 IN THE AMOUNT OF $899.52 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $899.52 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-19-400-016 IN THE AMOUNT OF $174,977.64 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $174,977.64 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-19-400-016-9001 IN THE AMOUNT OF $2,298.30 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $2,298.30 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-19-400-016-9002 IN THE AMOUNT OF $74.68 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $74.68 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-19-400-016-9003 IN THE AMOUNT OF $74.89 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $74.89 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-19-400-011 IN THE AMOUNT OF $218.36 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $218.36 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-30-200-002 IN THE AMOUNT OF $12,363.15 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $12,363.15 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 07-20-215-001 IN THE AMOUNT OF $289.12 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $289.12 PAID.

C 5. MORTGAGE DATED JULY 1, 1923 AND INDENTURES SUPPLEMENTAL THERETO UNDER WHICH CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A A NATIONAL BANKING ASSOCIATION, AND DONALD W. ALFVIN, OF CHICAGO, ILLINOIS, ARE NOW THE TRUSTEES. MORTGAGE DATED JULY 1, 1923, BOOK 860, PAGE 5, DOCUMENT 513690

NOTE: SUPPLEMENTAL INDENTURE RECORDED OCTOBER 18, 1944 AS DOCUMENT 580867 DISCLOSED FOLLOWING BONDS OUTSTANDING:
FIRST MORTGAGE 3 1/2 PER CENT BONDS SERIES "I" $98,000,000.00

FIRST MORTGAGE 3 1/2 PER CENT BONDS SERIES J $113,900,000.00

FIRST MORTGAGE 3 PER CENT BONDS SERIES K $25,000,000.00 AND PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 3 PER CENT BONDS SERIES "L" IN AMOUNT OF $100,000,000.00

NOTE: SUPPLEMENTAL INDENTURE RECORDED APRIL 4, 1945 AS DOCUMENT 585646 PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 3 PER CENT BONDS SERIES M IN AMOUNT OF $100,000,000.00

NOTE: SUPPLEMENTAL INDENTURE RECORDED MARCH 19, 1957 AS DOCUMENT 819679 PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 4 1/4 PER CENT BONDS SERIES "S" WITHOUT LIMITATIONS AS TO AGGREGATE AMOUNT

NOTE: SUPPLEMENTAL INDENTURE RECORDED APRIL 13, 1960 AS DOCUMENT 901551 PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 4 5/8 PER CENT BOND SERIES U WITHOUT LIMITATIONS AS TO AGGREGATE AMOUNT

NOTE: SUPPLEMENTAL INDENTURE RECORDED APRIL 4, 1966 AS DOCUMENT R66-4717 PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 5 1/4 PER CENT BONDS SERIES V WITHOUT LIMITATIONS AS TO AGGREGATE AMOUNT

NOTE: SUPPLEMENTAL INDENTURE RECORDED NOVEMBER 1, 1966 AS DOCUMENT R66-16419 PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 5 1/4 PER CENT BONDS SERIES "W" WITHOUT LIMITATIONS AS TO AGGREGATE AMOUNT

NOTE: SUPPLEMENTAL INDENTURE RECORDED DECEMBER 12, 1966 AS DOCUMENT R66-18361 PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 5 1/4 PER CENT BONDS SERIES X WITHOUT LIMITATIONS AS TO AGGREGATE AMOUNT

NOTE: SUPPLEMENTAL INDENTURE DATED MARCH 31, 1967 AND RECORDED APRIL 4, 1967 AS DOCUMENT R67-4150 MADE BY THE COMMONWEALTH EDISON COMPANY TO CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO AND EDWARD J. FRIEDRICH

NOTE: SUPPLEMENTAL INDENTURE RECORDED APRIL 4, 1967 AS DOCUMENT R67-4151 PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 5 3/8 PER CENT BONDS SERIES Y WITHOUT LIMITATIONS AS TO AGGREGATE AMOUNT

NOTE: SUPPLEMENTAL INDENTURE DATED FEBRUARY 1, 1968 AND RECORDED FEBRUARY 6, 1968 AS DOCUMENT R68-1751 MADE BY THE COMMONWEALTH EDISON COMPANY TO CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO AND EDWARD J. FRIEDRICH PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 6 1/4 PER CENT BONDS SERIES Z

NOTE: SUPPLEMENTAL INDENTURE DATED JULY 1, 1968 AND RECORDED JULY 12, 1968 AS DOCUMENT R68-11167 MADE BY THE COMMONWEALTH EDISON COMPANY TO CONTINENTAL NATIONAL BANK AND TRUST COMPANY OF CHICAGO AND EDWARD J. FRIEDRICH PROVIDING FOR ISSUANCE OF FIRST MORTGAGE PER CENT BONDS SERIES 15

NOTE: SUPPLEMENTAL INDENTURE DATED OCTOBER 1, 1968 AND RECORDED OCTOBER 2, 1968 AS DOCUMENT R68-17000 MADE BY THE COMMONWEALTH EDISON COMPANY TO CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO AND EDWARD J. FRIEDRICH PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 6 1/2 PER CENT BONDS SERIES 16

NOTE: IT APPEARS FROM INSTRUMENT DATED JANUARY 23, 1969 AND RECORDED JANUARY 27, 1969 AS DOCUMENT R69-1582 THAT CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, SUCCESSOR TO ILLINOIS MERCHANTS TRUST COMPANY AND DONALD W. ALFVIN ARE NOT ACTING AS CO-TRUSTEES UNDER SAID MORTGAGE

NOTE: RECORDED MARCH 20, 1969 AS DOCUMENT R69-4844, IS A CONFIRMATION OF MORTGAGE LIEN, OF MORTGAGES NOTED ABOVE

NOTE: IT APPEARS FROM INSTRUMENT DATED SEPTEMBER 29, 1969 AND RECORDED OCTOBER 3, 1969 AS DOCUMENT R69-18460 THAT CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, SUCCESSOR TO ILLINOIS MERCHANTS TRUST COMPANY, A CORPORATION OF ILLINOIS, AND DONALD W. ALFVIN ARE NOW ACTING AS CO-TRUSTEES UNDER SAID MORTGAGE

NOTE: SUPPLEMENTAL INDENTURE RECORDED JULY 24, 1970 AS DOCUMENT R70-12819

NOTE: SUPPLEMENTAL INDENTURE RECORDED JANUARY 13, 1971 AS DOCUMENT R71-618

NOTE: SUPPLEMENTAL INDENTURE RECORDED APRIL 14, 1972 AS DOCUMENT R72-9600

NOTE: SUPPLEMENTAL INDENTURE DATED JUNE 1, 1973 AND RECORDED JUNE 15, 1973 AS DOCUMENT R73-17327

NOTE: SUPPLEMENTAL INDENTURE DATED JULY 2, 1973 AND RECORDED JULY 16, 1973 AS DOCUMENT R73-20935

NOTE: SUPPLEMENTAL INDENTURE DATED OCTOBER 15, 1973 AND RECORDED OCTOBER 24, 1973 AS DOCUMENT R73-32306

NOTE: SUPPLEMENTAL INDENTURE DATED APRIL 15, 1974 AND RECORDED MAY 9, 1974 AS DOCUMENT R74-10592

NOTE: SUPPLEMENTAL INDENTURE DATED MAY 31, 1974 AND RECORDED JUNE 11, 1974 AS

DOCUMENT R74-13652.

NOTE: SUPPLEMENTAL INDENTURE DATED JULY 1, 1974 AND RECORDED JULY 9, 1974 AS DOCUMENT R74-16338

NOTE: SUPPLEMENTAL INDENTURE DATED JUNE 13, 1975 AND RECORDED JUNE 20, 1975 AS DOCUMENT R75-15232 IS A CONFIRMATION OF ALL OF THE ABOVE MORTGAGES AND SUPPLEMENTAL INDENTURES AND A LIST OF ADDITIONAL ACQUIRED REAL ESTATE

NOTE: SUPPLEMENTAL INDENTURE DATED JANUARY 15, 1977 AND RECORDED JANUARY 25, 1977 AS DOCUMENT R77-2565

NOTE: SUPPLEMENTAL INDENTURE DATED JUNE 1, 1977 AND RECORDED JUNE 7, 1977 AS DOCUMENT R77-19060

NOTE: INSTRUMENT RECORDED OCTOBER 17, 1977 AS DOCUMENT R77-40059 IS A LIST OF THE ABOVE MORTGAGES AND A LIST OF THE TRUSTEES AND CO-TRUSTEES THEREUNDER

NOTE: SUPPLEMENTAL INDENTURE DATED DECEMBER 1, 1977 AND RECORDED DECEMBER 6, 1977 AS DOCUMENT R77-48060

SUPPLEMENTAL INDENTURE DATED MAY 17, 1978 AND RECORDED MAY 25, 1978 AS DOCUMENT R78-19266

NOTE: SUPPLEMENTAL INDENTURE DATED JUNE 15, 1980 AND RECORDED JUNE 20, 1980 AS DOCUMENT R80-15842.

NOTE: SUPPLEMENTAL INDENTURE DATED APRIL 16, 1981 AND RECORDED MAY 22, 1981 AS DOCUMENT NO. R81-12727.

NOTE: SUPPLEMENTAL INDENTURE DATED NOVEMBER 1, 1981 AND RECORDED NOVEMBER 3, 1981 AS DOCUMENT NO. R81-26574.

NOTE: SUPPLEMENTAL INDENTURE DATED APRIL 15, 1983 AND RECORDED APRIL 20, 1983 AS DOCUMENT NO. R83-10375.

NOTE: SUPPLEMENTAL INDENTURE DATED NOVEMBER 15, 1983 AND RECORDED NOVEMBER 22, 1983 AS DOCUMENT NO. R83-34616.

NOTE: SUPPLEMENTAL INDENTURE DATED JULY 15, 1984 AND RECORDED JULY 30, 1984 AS DOCUMENT NO. R84-22602.

NOTE: SUPPLEMENTAL INDENTURE DATED MARCH 1, 1985 AND RECORDED MARCH 12, 1985 AS DOCUMENT NO. R85-7114.

NOTE: SUPPLEMENTAL INDENTURE DATED APRIL 30, 1982 AND RECORDED MAY 18, 1982 AS DOCUMENT NO. R82-10120

NOTE: IT APPEARS FROM INSTRUMENT DATED FEBRUARY 28, 1986 AND RECORDED MARCH 27, 1986 AS DOCUMENT NO. R86-10611 M. J. KRUGER IS SUCCESSOR CO-TRUSTEE OF DONALD W. ALFVIN.

NOTE: SUPPLEMENTAL INDENTURE DATED MAY 9, 1986 AND RECORDED MAY 13, 1986 AS DOCUMENT NO. R86-17973

NOTE: SUPPLEMENTAL INDENTURE DATED FEBRUARY 13, 1986 AND RECORDED FEBRUARY 14, 1986 AS DOCUMENT NO. R86-5296

NOTE: SUPPLEMENTAL INDENTURE DATED FEBRUARY 28, 1986 AND RECORDED MARCH 27, 1986 AS DOCUMENT NO. R86-10611

NOTE: SUPPLEMENTAL INDENTURE DATED MAY 9, 1986 AND RECORDED MAY 13, 1986 AS DOCUMENT NO. R86-17973

NOTE: SUPPLEMENTAL INDENTURE DATED JANUARY 12, 1987 AND RECORDED JANUARY 13, 1987 AS DOCUMENT NO. R87-01969

NOTE: SUPPLEMENTAL INDENTURE DATED APRIL 15, 1987 AND RECORDED APRIL 24, 1987 AS DOCUMENT NO. R87-20832

NOTE: SUPPLEMENTAL INDENTURE DATED JUNE 15, 1987 AND RECORDED JUNE 23, 1987 AS DOCUMENT NO. R87-34000

NOTE: SUPPLEMENTAL INDENTURE DATED JUNE 30, 1989 AND RECORDED JULY 6, 1989 AS DOCUMENT NO. R89-32323.

NOTE: SUPPLEMENTAL INDENTURE DATED FEBRUARY 15, 1990 AND RECORDED FEBRUARY 21, 1990 AS DOCUMENT NO. R90-9297.

NOTE: SUPPLEMENTAL INDENTURE DATED JUNE 15, 1990 AND RECORDED JUNE 25, 1990 AS DOCUMENT NO. R90-34171.

NOTE: SUPPLEMENTAL INDENTURE DATED JUNE 1, 1991 AND RECORDED M6 25, 1991 AS DOCUMENT NO. R91-34267.

NOTE: SUPPLEMENTAL INDENTURE DATED OCTOBER 15, 1991 AND RECORDED OCTOBER 25, 1991 AS DOCUMENT NO. R91-61640.

NOTE: SUPPLEMENTAL INDENTURE DATED FEBRUARY 1, 1992 AND RECORDED FEBRUARY 11, 1992 AS DOCUMENT NO. R92-09116.

NOTE: SUPPPLEMENTAL INDENTURE DATED MAY 15, 1992 AND RECORDED MAY 27, 1992 AS DOCUMENT NO. R92-39639.

NOTE: SUPPLEMENTAL INDENTURE DATED JULY 15, 1992 AND RECORDED JULY 24, 1992 AS DOCUMENT R92-57283.

NOTE: SUPPLEMENTAL INDENTURE RECORDED SEPTEMBER 24, 1992 AS DOCUMENT R92-75022.

NOTE: SUPPLEMENTAL INDENTURE RECORDED OCTOBER 8, 1992 AS DOCUMENT R92-79298.

NOTE: SUPPLEMENTAL INDENTURE RECORDED FEBRUARY 10, 1993 AS DOCUMENT R93-11649.

NOTE: SUPPLEMENTAL INDENTURE RECORDED MARCH 12, 1993 AS DOCUMENT R93-19101.

NOTE: SUPPLEMENTAL INDENTURE RECORDED APRIL 16, 1993 AS DOCUMENT R93-28606.

NOTE: SUPPLEMENTAL INDENTURE RECORDED APRIL 23, 1993 AS DOCUMENT R93-30831.

NOTE: SUPPLEMENTAL INDENTURE RECORDED JULY 1, 1993 AS DOCUMENT R93-53825.

NOTE: SUPPLEMENTAL INDENTURE RECORDED JULY 13, 1993 AS DOCUMENT R93-57563.

NOTE: SUPPLEMENTAL INDENTURE RECORDED JULY 22, 1993 AS DOCUMENT R93-61461.

NOTE: SUPPLEMENTAL INDENTURE RECORDED JANUARY 19, 1994 AS DOCUMENT R94-007275

NOTE: IT APPEARS FROM INSTRUMENT RECORDED DECEMBER 9, 1994 AS DOCUMENT R94-110377 ROBERT J. DONAHUE IS SUCCESSOR CO-TRUSTEE OF M.J. KRUGER

NOTE: SUPPLEMENTAL INDENTURE RECORDED DECEMBER 9, 1994 AS DOCUMENT R94-110378.

(AFFECTS ALL LAND OF COMMONWEALTH EDISON)

D 6. WE SHOULD BE FURNISHED A CERTIFIED COPY OF THE DIRECTORS' RESOLUTIONS AUTHORIZING THE CONVEYANCE OR MORTGAGE TO BE INSURED. SAID RESOLUTIONS SHOULD EVIDENCE THE AUTHORITY OF THE PERSONS EXECUTING THE CONVEYANCE OR MORTGAGE. IF THEY DO NOT, A CERTIFIED COPY OF THE CORPORATE BY-LAWS ALSO SHOULD BE FURNISHED.

IF SAID CONVEYANCE OR MORTGAGE COMPRISES ALL OR SUBSTANTIALLY ALL THE CORPORATION'S ASSETS, WE ALSO SHOULD BE FURNISHED A CERTIFIED COPY OF THE

SHAREHOLDER/MEMBER RESOLUTIONS WHICH AUTHORIZE SAID CONVEYANCE OR MORTGAGE. THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS, IF ANY, AS MAY BE DEEMED NECESSARY AFTER OUR REVIEW OF THESE MATERIALS.

E 7. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL, HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.

F 8. MUNICIPAL REAL ESTATE TRANSFER TAX STAMPS (OR PROOF OF EXEMPTION) MUST ACCOMPANY ANY CONVEYANCE AND CERTAIN OTHER TRANSFERS OF PROPERTY LOCATED IN JOLIET. PLEASE CONTACT SAID MUNICIPALITY PRIOR TO CLOSING FOR ITS SPECIFIC REQUIREMENTS, WHICH MAY INCLUDE THE PAYMENT OF FEES, AN INSPECTION OR OTHER APPROVALS.

G 9. NOTE: THE LAND DESCRIBED IN SCHEDULE A EITHER IS UNSUBDIVIDED PROPERTY OR CONSTITUTES PART OF A SUBDIVIDED LOT. AS A RESULT, A PLAT ACT AFFIDAVIT SHOULD ACCOMPANY ANY CONVEYANCE TO BE RECORDED. IN THE ALTERNATIVE, COMPLIANCE SHOULD BE HAD WITH THE PROVISIONS OF THE PLAT ACT (765 ILCS 205/1 ET SEQ.).

H 10. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.

I 11. RIGHTS OF WAY FOR RAILROAD SWITCH AND SPUR TRACKS, IF ANY.

J 12. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS, IF ANY.

K 13. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES. TOGETHER WITH UTILITY RIGHTS THEREIN INCLUDING THAT PART DEDICATED FOR HIGHWAY PURPOSES BY INSTRUMENT RECORDED JANUARY 8, 1941 IN BOOK 898, PAGE 107 AS DOCUMENT NO. 537777 AFFECTING PART OF PARCEL 39 FALLING IN CHANNAHON ROAD (U.S. ROUTE 6); BY INSTRUMENT RECORDED AS DOCUMENT 482467 AFFECTING THAT PART OF PARCELS 11 AND 39 FALLING IN CHANNAHON ROAD (U.S. ROUTE 6)

L 14. RIGHTS OF THE UNITED STATES OF AMERICA, THE STATE OF ILLINOIS, THE MUNICIPALITY AND THE PUBLIC IN AND TO THAT PART OF THE LAND LYING WITHIN THE BED OF THE DES PLAINES RIVER; AND THE RIGHTS OF OTHER OWNERS OF LAND BORDERING ON THE RIVER IN RESPECT TO THE WATER OF SAID RIVER.

M 15. RIGHTS OF ADJOINING AND CONTIGUOUS OWNERS TO THE FREE AND UNOBSTRUCTED FLOW OF THE WATERS OF ANY STREAM, BROOK OR CREEK THROUGH THE LAND, EITHER IN ITS NATURAL BED OR AS PREVIOUSLY RELOCATED.

N 16 EASEMENT IN FAVOR OF CHICAGO DISTRICT PIPELINE COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO CONSTRUCT, RECONSTRUCT, RENEW, OPERATE, MAINTAIN, INSPECT, ALTER, REPAIR AND REMOVE A PIPE LINE, OR PIPE LINES, FOR THE TRANSPORTATION OF GAS AND SUCH SERVICE PIPES, LATERALS, CONNECTIONS, VALVES, METERS, REGULATORS AND OTHER EQUIPMENT AND APPURTENANCES AS MAY BE NECESSARY RECORDED/FILED MARCH 27, 1933 AS DOCUMENT NOS. 463546 AND 463547 IN, UPON, ALONG AND THROUGH A STRIP OF LAND 7 FEET IN WIDTH, THE CENTER LINE OF WHICH IS THE CENTERLINE OF THE PIPELINE OF THE GRANTEE, LOCATED IN THE RIGHT OF WAY OF THE GRANTOR IN SECTIONS 19, 29, AND 30, IN TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN AND OTHER PROPERTY NOT NOW IN QUESTION AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

(AFFECTS PARCELS 19, 30A AND 30C AND OTHER PROPERTY)

O 17. EASEMENT IN FAVOR OF NORTHERN ILLINOIS GAS COMPANY TO INSTALL, OPERATE, MAINTAIN, REPLACE AND REMOVE A 6 INCH STEEL PIPELINE FOR THE TRANSPORTATION OF NATURAL GAS IN AND ACROSS A PARCEL OF GRANTOR'S PROPERTY ALONG A LINE 5 FEET EAST OF THE WEST LINE OF SAID PROPERTY AND EXTENDING SOUTHERLY FROM CHANNAHON ROAD FOR A DISTANCE OF APPROXIMATELY 765 FEET RECORDED/FILED FEBRUARY 5, 1980 AS DOCUMENT NO. R80-3413, AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

(AFFECTS PART OF THE WEST LINE OF PARCEL 30A AND THE WEST LINE OF PARCEL 30C)

P 18. EASEMENT AGREEMENT DATED SEPTEMBER 7, 1977 AND RECORDED OCTOBER 5, 1977 AS DOCUMENT R77-38463 MADE BY COMMONWEALTH EDISON COMPANY TO THE STATE OF ILLINOIS. GRANTOR GRANTS TO GRANTEE A PERMANENT EASEMENT TO CONSTRUCT, OPERATE, MAINTAIN, RECONSTRUCT, REPLACE OR REMOVE SAID IMPROVEMENT IN, UNDER, ALONG THE FOLLOWING DESCRIBED PROPERTY: A STRIP OF LAND, FROM 22.5 TO 25 FEET IN WIDTH, SITUATED IN THE EAST 1/2 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION 20; THENCE 0.00 GRADS, 190.23 METERS ALONG THE NORTH/SOUTH HALF-SECTION LINE TO A POINT ON THE ILLINOIS AND MICHIGAN CANAL TRAVERSE LINE AT STATION 1893+24.21; THENCE 78.94 GRADS, 342.66 METERS ALONG SAID TRAVERSE LINE TO A POINT OF INTERSECTION WITH THE CENTER LINE OF SAID IMPROVEMENT; THENCE 199.43 GRADS, 8.67 METERS ALONG SAID CENTER LINE; THENCE 221.52 GRADS, 130.49 METERS CONTINUING ALONG SAID CENTER LINE TO THE TRUE POINT OF BEGINNING; THENCE 95.13 GRADS, 4.16 METERS ALONG THE SOUTH RIGHT OF WAY LINE OF OLD JOLIET-MORRIS ROAD; THENCE 221.52 GRADS, 86.43 METERS TO THE NORTH PROPERTY LINE OF THE UNITED STATES ARMY CORPS OF ENGINEERS; THENCE 277.22 GRADS, 137.32 METERS ALONG SAID NORTH PROPERTY LINE; THENCE 227.22 GRADS, 36.69 METERS; THENCE 327.22 GRADS, 7.62 METERS; THENCE 27.22 GRADS 38.76 METERS; THENCE 77.22 GRADS, 136.17 METERS ALONG A LINE 6.86 METERS NORTHWESTERLY OF AND PARALLEL WITH SAID CORPS OF ENGINEERS' NORTH PROPERTY LINE; THENCE 21.52 GRADS, 81.70 METERS TO THE SAID SOUTH LINE OF OLD JOLIET-MORRIS ROAD; THENCE 95.13 GRADS, 4.16 METERS ALONG SAID SOUTH LINE TO

THE TRUE POINT OF BEGINNING.
SUBJECT TO TERMS AND CONDITIONS THEREIN CONTAINED.

(AFFECTS THE EASTERN PORTION OF PARCEL 11 AND PART OF THE SOUTHERLY LINE OF PARCEL 11)

19. EASEMENT DATED DECEMBER 14, 1982 AND RECORDED FEBRUARY 16, 1983 AS DOCUMENT R83-4034 MADE BY AND BETWEEN COMMONWEALTH EDISON COMPANY AND STATE OF ILLINOIS. GRANTOR GRANTS UNTO GRANTEE, THE RIGHT AND PRIVILEGE TO INSTALL, USE, OPERATE, MAINTAIN, REPLACE AND REMOVE A 78" STORM DRAIN, IN, UNDER AND ACROSS PARCEL NUMBER 11 OF GRANTOR'S JOLIET GENERATING STATION IN THE NORTH 1/2 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: THAT PART OF LOT 19 IN COUNTY CLERK'S DIVISION OF THE NORTH PART OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 1893 PER DOCUMENT NO. 175565 DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SECTION 20; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE NORTH-SOUTH HALF SECTION LINE OF SAID SECTION 20, A DISTANCE OF 534.18 FEET TO A POINT ON THE SOUTHERLY RESERVE LINE OF THE ILLINOIS AND MICHIGAN CANAL; THENCE NORTH 70 DEGREES 26 MINUTES 15 SECONDS EAST, ALONG SAID SOUTHERLY RESERVE LINE, A DISTANCE OF 1106.26 FEET; THENCE SOUTH 19 DEGREES 36 MINUTES 29 SECONDS EAST A DISTANCE OF 23.21 FEET; THENCE SOUTH 0 DEGREES 16 MINUTES 31 SECONDS WEST, A DISTANCE OF 303.99 FEET TO A POINT ON THE CENTERLINE OF OLD JOLIET - MORRIS ROAD (66 FEET WIDE); THENCE NORTH 67 DEGREES 42 MINUTES 41 SECONDS EAST ALONG SAID CENTERLINE, A DISTANCE OF 24.37 FEET; THENCE SOUTH 0 DEGREES 16 MINUTES 31 SECONDS WEST, A DISTANCE OF 35.74 FEET TO THE SOUTH LINE OF OLD JOLIET - MORRIS ROAD FOR A POINT OF BEGINNING; THENCE SOUTH 67 DEGREES 42 MINUTES 41 SECONDS WEST, A DISTANCE OF 35.20 FEET; THENCE SOUTHWESTERLY ALONG THE FOLLOWING DESCRIBED (4) COURSES AND DISTANCES: (1) SOUTH 0 DEGREES 16 MINUTES 31 SECONDS WEST, 264.28 FEET; (2) SOUTH 49 DEGREES 56 MINUTES 41 SECONDS WEST, 494.84 FEET (3) SOUTH 4 DEGREES 23 MINUTES 41 SECONDS WEST, 70.27 FEET; (4) SOUTH 25 DEGREES 08 MINUTES 45 SECONDS WEST, 71.25 FEET; THENCE SOUTH 40 DEGREES 36 MINUTES 19 SECONDS EAST, A DISTANCE OF 29.87 FEET, MORE OR LESS, TO THE NORTH CHANNEL LINE OF THE DES PLAINES RIVER, AS NOW LOCATED; THENCE NORTH 50 DEGREES 16 MINUTES 56 SECONDS EAST ALONG SAID NORTH CHANNEL LINE, A DISTANCE OF 89.76 FEET; THENCE NORTH 5 DEGREES 24 MINUTES 31 SECONDS EAST, A DISTANCE OF 121.04 FEET TO THE SOUTHWESTERLY EXTENSION OF THE NORTH PROPERTY LINE OF THE US CORPS OF ENGINEERS AS DEPICTED IN EASEMENT GRANT RECORDED AS DOCUMENT NO. R77-38463; THENCE NORTH 50 DEGREES 24 MINUTES 31 SECONDS EAST ALONG SAID SOUTHWESTERLY EXTENSION AND ALONG SAID NORTH LINE, A DISTANCE OF 450.26 FEET; THENCE NORTH 0 DEGREES 16 MINUTES 31 SECONDS EAST, A DISTANCE OF 288.49 FEET TO THE POINT OF BEGINNING.
SUBJECT TO TERMS AND CONDITIONS THEREIN CONTAINED.

(AFFECTS PART OF PARCEL 11)

20. EASEMENT DATED FEBRUARY 2, 1987 AND RECORDED MARCH 30, 1987 AS DOCUMENT R87-15438 MADE BY COMMONWEALTH EDISON COMPANY AND STATE OF ILLINOIS. GRANTOR GRANTS TO GRANTEE, THE RIGHT AND PRIVILEGE TO INSTALL, USE, OPERATE, MAINTAIN, REPLACE AND REMOVE A COVERED DRAINAGE, IN, UNDER AND ACROSS PARCEL NUMBER 11

OF GRANTOR'S JOLIET GENERATING STATION IN THE NORTH 1/2 OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: THAT PART OF LOT 19 IN COUNTY CLERK'S SUBDIVISION OF THE NORTH PART OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE ON AN ASSUMED BEARING OF NORTH 03 DEGREES 15 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 94.46 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 6; THENCE NORTH 70 DEGREES 53 MINUTES 19 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 1051.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 70 DEGREES 53 MINUTES 19 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 10.00 FEET; THENCE SOUTH 19 DEGREES 06 MINUTES 41 SECONDS EAST 200.92 FEET TO THE CENTER OF AN EXISTING SEWER LINE AS SHOWN ON AN ILLINOIS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAN, DATED MARCH 16, 1982, JOB NO. R-91-012-81, BEING PART OF AN EASEMENT AGREEMENT RECORDED FEBRUARY 16, 1983 AS DOCUMENT NO. R83-4034 IN SAID COUNTY; THENCE SOUTH 03 DEGREES 26 MINUTES 27 SECONDS WEST ALONG SAID CENTERLINE 26.07 FEET; THENCE NORTH 19 DEGREES 06 MINUTES 41 SECONDS WEST 225.00 FEET TO THE POINT OF BEGINNING.
SUBJECT TO TERMS AND CONDITIONS THEREIN CONTAINED.

(AFFECTS THE NORTHEASTERLY PORTION OF PARCEL 11)

5 21. EASEMENT IN FAVOR OF CHICAGO DISTRICT PIPELINE COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO CONSTRUCT, RECONSTRUCT, RENEW, OPERATE, MAINTAIN, INSPECT, ALTER, REPAIR AND REMOVE A PIPE LINE, OR PIPE LINES, FOR THE TRANSPORTATION OF GAS AND SUCH SERVICE PIPES, LATERALS, CONNECTIONS, VALVES, METERS, REGULATORS AND OTHER EQUIPMENT AND APPURTENANCES AS MAY BE NECESSARY RECORDED/FILED AUGUST 25, 1958 AS DOCUMENT NO. 855362 IN, UPON, ALONG AND THROUGH A STRIP OF LAND 5 FEET IN WIDTH, THE CENTER LINE OF WHICH IS THE CENTERLINE OF THE PIPELINE OF THE GRANTEE, LOCATED IN THE RIGHT OF WAY OF THE GRANTOR IN SECTIONS 19, 29 AND 30, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN AND OTHER PROPERTY NOT NOW IN QUESTION AND THE TERMS AND PROVISIONS, CONTAINED THEREIN.

(AFFECTS PARCELS 19, 20A AND 30A)

7 22. EASEMENT IN FAVOR OF CHICAGO DISTRICT PIPELINE COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO CONSTRUCT, RECONSTRUCT, RENEW, OPERATE, MAINTAIN, INSPECT, ALTER, REPAIR AND REMOVE A PIPE LINE 24 INCH DIAMETER PIPELINE, FOR THE TRANSPORTATION OF GAS RECORDED/FILED OCTOBER 25, 1966 AS DOCUMENT NO. R66-16067 IN, UPON, ALONG IN SECTIONS 19 AND 30, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

(AFFECTS PART OF PARCELS 30A AND 30C)

23. RESERVATION CONTAINED IN THE DEED FROM JACOB ADLER AND WIFE TO ROBERT GAYLOR, DATED JULY 3, 1902 AND RECORDED ON JULY 19, 1902 IN BOOK 379, PAGE 508 AS DOCUMENT 218827 OF THE RIGHT TO PIPE THE ARTESIAN WELL UPON LOT 17 AFORESAID REFERRED TO IN SUBSEQUENT DEEDS IN CHAIN OF TITLE.

(AFFECTS PARCEL 14)

24. PERMIT ISSUED TO THE WILL COUNTY CONSTRUCTION COMPANY BY DEPARTMENT OF PURCHASERS AND CONSTRUCTION OF THE STATE OF ILLINOIS NO. 2251 DATED JANUARY 26, 1931 AND RECORDED FEBRUARY 10, 1931 AS DOCUMENT 447832 TO CONSTRUCT A CONCRETE TUNNEL UNDER THE BOTTOM OF THE DESPLAINES RIVER IN THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN AS THEREIN DESCRIBED.

(AFFECTS PARCEL 19)

25. UNRECORDED EASEMENT IN FAVOR OF NORTHERN ILLINOIS GAS COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT DATED JUNE 14, 1955 ON, OVER AND IN THAT PART OF THE FOLLOWING DESCRIBED LAND OF THE EDISON COMPANY TAKEN AS A TRACT LYING SOUTHERLY OF THE NORTH LINE AND THE NORTH LINE EXTENDED OF LOT 6 AND NORTHERLY OF THE RIGHT OF WAY OF THE CHICAGO AND ALTON RAILROAD COMPANY. SAID LAND OF THE EDISON COMPANY BEING DESCRIBED AS FOLLOWS: THAT PART OF THE EAST 906 FEET OF THE SOUTH FRACTION OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE RIGHT OF WAY OF THE CHICAGO AND ALTON RAILROAD COMPANY AND SOUTH OF THE BANK OR MARGIN OF THE DESPLAINES RIVER (EXCEPT THAT PART OWNED OR OCCUPIED BY THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY); ALSO LOTS 6, 7 AND 8 IN HARTMAN'S SUBDIVISION IN THE WEST 1/2 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO A GAS MAIN AND APPURTENANT FACILITIES EXISTING AS OF FEBRUARY 9, 1954 ON, OVER AND IN A STRIP OF LAND 75 FEET IN WIDTH, THE CENTERLINE OF WHICH IS 765 FEET SOUTH OF THE SOUTH LINE OF U.S. ROUTE 6 (CHANNAHON ROAD) AS MEASURED ON A LINE 712.8 FEET WEST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTERLINE OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID STRIP OF LAND EXTENDING FROM SAID LINE 712.8 FEET WEST OF THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 19, EAST FOR A DISTANCE OF 100 FEET, IN WILL COUNTY, ILLINOIS.

(AFFECTS PARCELS 30A AND 30C AND OTHER PROPERTY)

26. UNRECORDED JOINT USE OF PROPERTY AGREEMENT DATED FEBRUARY 1, 1954 BY AND BETWEEN COMMONWEALTH EDISON COMPANY AND NORTHERN ILLINOIS GAS COMPANY. SUBJECT TO TERMS AND CONDITIONS THEREIN CONTAINED.

27. UNRECORDED EASEMENT IN FAVOR OF ILLINOIS BELL TELEPHONE COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANTS DATED MARCH 27, 1931 AND MAY 5, 1931, OVER PUBLIC SERVICE COMPANY'S PROPERTY IN THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE DESPLAINES RIVER AND SOUTH OF THE ILLINOIS AND MICHIGAN CANAL. SUBJECT TO TERMS AND CONDITIONS THEREIN CONTAINED.

(AFFECTS PART OF PARCEL 20A AND OTHER PROPERTY)

28. UNRECORDED EASEMENT DATED MARCH 12, 1964 IN FAVOR OF CHICAGO DISTRICT PIPELINE COMPANY TO CONSTRUCT, RECONSTRUCT, RENEW, OPERATE, MAINTAIN, INSPECT, ALTER AND REMOVE A 24 INCH DIAMETER PIPELINE KNOWN AS GRANTEE'S "CALUMET LINE NO. 2" FOR THE TRANSPORTATION OF GAS IN, UPON, ALONG AND THROUGH CERTAIN LANDS OF GRANTOR WHICH INCLUDED LAND OF GRANTOR LOCATED IN SECTIONS 19 AND 30, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS, AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

29. UNRECORDED EASEMENT IN FAVOR OF NORTHERN ILLINOIS GAS COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT DATED JANUARY 10, 1968, THE RIGHT AND PRIVILEGE TO INSTALL, OPERATE, MAINTAIN, REPLACE AND REMOVE A 12 INCH DIAMETER GAS MAIN IN, UNDER AND ACROSS PARCEL 4 OF GRANTOR'S BLUE-ISLAND CHICAGO-HEIGHTS RIGHT OF WAY AND PARCEL NO. 112 OF GRANTOR'S JOLIET-CHICAGO RIGHT OF WAY, SAID GAS MAIN TO BE LOCATED ALONG A CENTERLINE 45 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF JOE ORR ROAD. SUBJECT TO TERMS AND CONDITIONS THEREIN CONTAINED.

30. UNRECORDED EASEMENT IN FAVOR OF NORTHERN ILLINOIS GAS COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT DATED APRIL 1, 1958, THE RIGHT AND

PRIVILEGE TO INSTALL, OPERATE, MAINTAIN, REPLACE AND REMOVE A 6 INCH STEEL PIPELINE FOR THE TRANSPORTATION OF NATURAL GAS IN AND ACROSS A PARCEL OF GRANTOR'S PROPERTY ALONG A LINE 5 FEET EAST OF THE WEST LINE OF SAID PROPERTY AND EXTENDING SOUTHERLY FROM CHANNAHON ROAD FOR A DISTANCE OF APPROXIMATELY 765 FEET OVER PROPERTY MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PARCEL OF LAND IN SECTION 30, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID SECTION, WHICH 800 FEET EAST OF THE NORTHWEST CORNER OF THE NORTHEAST 1/4 THEREOF, SAID POINT BEING THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED BY ANNA WALSH TO THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS BY WARRANTY DEED DATED OCTOBER 17, 1927 AND RECORDED AS DOCUMENT NO. 411822; THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT, SO CONVEYED, BEING A LINE 800 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION, A DISTANCE OF 1470 FEET MORE OR LESS TO THE DESPLAINES RIVER; THENCE SOUTHWESTERLY ALONG SAID RIVER TO A POINT WHICH IS 1963 FEET EAST OF THE WEST LINE OF SAID SECTION 30; THENCE NORTH ALONG A LINE WHICH IS 1963 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION, 2935 FEET, MORE OR LESS TO THE NORTH LINE OF SAID SECTION; THENCE EAST ALONG SAID NORTH SECTION LINE TO THE PLACE OF BEGINNING.
ALSO
THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP AND RANGE AFORESAID; THENCE WEST ON THE NORTH LINE OF SAID SECTION 30, 291.6 FEET FOR A POINT OF BEGINNING; THENCE NORTH 1 DEGREES, 33 MINUTES EAST TO THE CENTERLINE OF THE PUBLIC HIGHWAY (KNOWN AS CHANNAHON ROAD); THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID PUBLIC HIGHWAY 412.6 FEET; THENCE SOUTH TO THE NORTH LINE OF SECTION 30 AFORESAID; THENCE EAST ALONG SAID SECTION LINE TO THE PLACE OF BEGINNING;
SUBJECT TO TERMS AND CONDITIONS THEREIN CONTAINED.

(AFFECTS PART OF PARCELS 30A AND 30C)

AF 31. UNRECORDED EASEMENT IN FAVOR OF THE ILLINOIS BELL TELEPHONE COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT DATED SEPTEMBER 16, 1964 THE RIGHT AND PRIVILEGE TO INSTALL, OPERATE, MAINTAIN AND REMOVE A BURIED TELEPHONE CABLE AND NEUTRALIZING TRANSFORMER INSTALLATION ON PARCEL NO. 30 OF GRANTOR'S STATION 9 PROPERTY IN THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN. THE SAID INSTALLATION SHALL CONSIST OF AN UNDERGROUND CABLE TO BE INSTALLED SOUTH FROM U.S. ROUTE NO. 6 ON A CENTER LINE 3 FEET EAST OF AND PARALLEL WITH GRANTOR'S WEST PROPERTY LINE TO A 9 FOOT BY 12 FOOT CONCRETE TRANSFORMER PAD, THE SOUTH SIDE OF WHICH SHALL BE APPROXIMATELY 148 FEET SOUTH OF THE SOUTH LINE OF U.S ROUTE NO. 6.
SUBJECT TO TERMS AND CONDITIONS THEREIN CONTAINED.

(AFFECTS PART OF THE WEST LINE OF PARCEL 30C)

AG 32. UNRECORDED LICENSE AGREEMENT MADE BY COMMONWEALTH EDISON COMPANY (LICENSOR) TO CATERPILLAR INC., (LICENSEE) DATED OCTOBER 30, 1996, FOR THE INSTALLATION AND MAINTENANCE OF TWO LIGHTING STANDARDS ON 35 FOOT POLES, WITH FOUNDATIONS AND 95 FEET OF ONE INCH UNDERGROUND STEEL CONDUIT AND FOR NO OTHER PURPOSE WHASOEVER, DEMISING THE LAND FOR A TERM OF YEARS BEGINNING NOVEMBER 1, 1996 AND ENDING OCTOBER 31, 2001, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LICENSEE OR BY ANY PARTY CLAIMING BY, THROUGH, OR UNDER SAID LICENSEE.

(AFFECTS PART OF THE WEST LINE OF PARCEL 30A)

AH 33. UNRECORDED LICENSE AGREEMENT BY AND BETWEEN COMMONWEALTH EDISON COMPANY (LICENSOR) AND CHICAGO FLY ASH COMPANY (LICENSEE) FOR THE OPERATION AND USE BY CHICAGO FLY ASH COMPANY OF A PLANT TO STORE AND LOAD BY-PRODUCTS PRODUCED BY THE EDISON STATION AS DISCLOSED BY AN UNRECORDED INSTRUMENT DATED DECEMBER 28, 1971 ENTITLED 1972 DISPOSAL AGREEMENT.

AI 34. UNRECORDED EASEMENT DATED FEBRUARY 14, 1933 IN FAVOR OF NATURAL GAS PIPELINE COMPANY OF AMERICA, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO CONSTRUCT, RECONSTRUCT, RENEW, OPERATE, MAINTAIN, INSPECT, ALTER, REPAIR AND REMOVE A PIPE LINE, OR PIPE LINES, FOR THE TRANSPORTATION OF GAS AND SUCH SERVICE PIPES, LATERALS, CONNECTIONS, VALVES, METERS, REGULATORS AND OTHER EQUIPMENT AND APPURTENANCES AS MAY BE NECESSARY IN, UPON, ALONG AND THROUGH A STRIP OF LAND 7 FEET IN WIDTH, THE CENTER LINE OF WHICH IS THE CENTERLINE OF THE PIPELINE OF THE GRANTEE, LOCATED IN THE RIGHT OF WAY OF THE GRANTOR IN SECTIONS 19, 29 AND 30, IN TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN AND OTHER PROPERTY NOT NOW IN QUESTION AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

AJ 35. MAINTENANCE OF A COAL CONVEYOR AND SUPPORTING BRIDGE BY THE COMMONWEALTH EDISON COMPANY AS DISCLOSED BY AGREEMENT DATED DECEMBER 11, 1963 AND RECORDED JANUARY 30, 1964 AS DOCUMENT 1002129 BETWEEN THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY (LICENSOR) AND COMMONWEALTH EDISON COMPANY (LICENSEE). SUBJECT TO TERMS AND CONDITIONS THEREIN CONTAINED.

AL 36. NOTE: THE LEGAL DESCRIPTION IN SCHEDULE A HAS BEEN AMENDED. FUTURE INSTRUMENTS SHOULD BE DRAFTED ACCORDINGLY.

AM 37. PROPOSED TRANSMISSION EASEMENT IN FAVOR OF _____, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO RECORDED _____ AS DOCUMENT _____, AND THE TERMS AND CONDITIONS THEREIN CONTAINED.

(AFFECTS:

TRANSMISSION EASEMENT NO. 1 FOR JOLIET GENERATING STATION 29 AFFECTING A PORTION OF PARCELS 19 AND 20A DESCRIBED AS FOLLOWS: THAT PART OF SECTIONS 19 AND 30, BOTH IN TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID SECTION 30 BEING A CONCRETE MONUMENT 1963.03 FEET EAST (AS MEASURED ALONG THE NORTH LINE OF SAID SECTION 30) OF THE NORTHWEST CORNER OF SAID SECTION 30 SAID MONUMENT BEING ALSO ON THE BOUNDARY LINE PER THE BOUNDARY LINE AGREEMENT RECORDED MARCH 21, 1951 AS DOCUMENT 688037 BETWEEN CATERPILLAR TRACTOR CO. AND PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS; THENCE NORTH 01 DEGREES 48 MINUTES 09 SECONDS WEST ALONG THE SAID AGREED TO BOUNDARY LINE 594.54 FEET; THENCE NORTH 73 DEGREES 47 MINUTES 26 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF ROUTE 6 (FORMERLY KNOWN AS CHANNAHON ROAD) AS HERETOFORE CONVEYED TO THE STATE OF ILLINOIS PER QUIT CLAIM DEED RECORDED AUGUST 19, 1968 AS DOCUMENT R68-13815 A DISTANCE OF 724.07 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 73 DEGREES 47 MINUTES 26 SECONDS EAST ALONG THE SAID SOUTH RIGHT-OF-WAY LINE 146.51 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, BEING THE SOUTH RIGHT-OF-WAY LINE OF SAID ROUTE 6, HAVING A RADIUS OF 38,307.20 FEET, HAVING A CHORD BEARING OF NORTH 73 DEGREES 38 MINUTES 36 SECONDS EAST, 196.99 FEET; THENCE SOUTH 40 DEGREES 21 MINUTES 51 SECONDS EAST 348.30 FEET; THENCE SOUTH 55 DEGREES 05 MINUTES 38 SECONDS EAST 1213.23 FEET; THENCE SOUTH 55 DEGREES 27 MINUTES 59 SECONDS EAST 866.67 FEET; THENCE SOUTH 40 DEGREES 13 MINUTES 04 SECONDS WEST ALONG THE CENTER THREAD OF THE DES PLAINES RIVER 200.48 FEET; THENCE NORTH 55 DEGREES 11 MINUTES 23 SECONDS WEST 570.36 FEET; THENCE NORTH 54 DEGREES 29 MINUTES 36 SECONDS WEST 1502.67 FEET; THENCE NORTH 55 DEGREES 05 MINUTES 17 SECONDS WEST 540.48 FEET TO THE PLACE OF BEGINNING;

TRANSMISSION EASEMENT NO. 2 FOR JOLIET GENERATING STATION 29 AFFECTING A PORTION OF PARCEL 11 AND OTHER PROPERTY NOT NOW IN QUESTION DESCRIBED AS FOLLOWS: THAT PART OF SECTIONS 19 AND 20, BOTH IN TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 19 BEING A CONCRETE MONUMENT 1963.03 FEET EAST (AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 19) OF THE SOUTHWEST CORNER OF SAID SECTION 19, SAID MONUMENT BEING ALSO ON THE BOUNDARY LINE PER THE BOUNDARY LINE AGREEMENT RECORDED MARCH 21, 1951 AS DOCUMENT

688037 BETWEEN CATERPILLAR TRACTOR CO. AND THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS; THENCE NORTH 01 DEGREES 48 MINUTES 09 SECONDS WEST ALONG THE SAID AGREED TO BOUNDARY LINE 594.54 FEET; THENCE NORTH 73 DEGREES 47 MINUTES 26 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF ROUTE 6 AS HERETOFORE CONVEYED TO THE STATE OF ILLINOIS PER QUIT CLAIM DEED RECORDED AUGUST 19, 1968 AS DOCUMENT R68-13815 A DISTANCE OF 870.57 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, BEING THE SOUTH RIGHT-OF-WAY LINE OF SAID ROUTE 6, HAVING A RADIUS OF 38,307.20 FEET, HAVING A CHORD OF NORTH 72 DEGREES 21 MINUTES 40 SECONDS EAST, 1911.25 FEET; THENCE NORTH 68 DEGREES 30 MINUTES 36 SECONDS EAST ALONG THE SAID SOUTH RIGHT OF WAY LINE OF ROUTE 6 A DISTANCE OF 403.37 FEET; THENCE NORTH 66 DEGREES 38 MINUTES 31 SECONDS EAST ALONG THE SAID SOUTH RIGHT OF WAY LINE OF ROUTE 6 A DISTANCE OF 501.82 FEET; THENCE NORTH 22 DEGREES 33 MINUTES 11 SECONDS WEST 17.70 FEET; THENCE NORTH 69 DEGREES 24 MINUTES 28 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF ROUTE 6 PER DOCUMENT 544998 A DISTANCE OF 168.76 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 69 DEGREES 24 MINUTES 28 SECONDS EAST ALONG THE SAID SOUTH RIGHT OF WAY LINE OF ROUTE 6 A DISTANCE OF 93.04 FEET; THENCE SOUTH 51 DEGREES 17 MINUTES 46 SECONDS EAST 1029.48 FEET; THENCE SOUTH 28 DEGREES 12 MINUTES 24 SECONDS EAST 337.19 FEET; THENCE SOUTH 65 DEGREES 03 MINUTES 38 SECONDS WEST ALONG THE CENTER THREAD OF THE DES PLAINES RIVER 80.13 FEET; THENCE NORTH 28 DEGREES 12 MINUTES 24 SECONDS WEST 316.28 FEET; THENCE NORTH 51 DEGREES 17 MINUTES 46 SECONDS EAST 1060.65 FEET TO THE PLACE OF BEGINNING)

AN 38. PROPOSED DISTRIBUTION EASEMENTS IN FAVOR OF _____, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT RECORDED _____ AS DOCUMENT _____ AND THE TERMS AND CONDITIONS THEREIN CONTAINED.

(AFFECTS PART OF PARCELS 15, 20B, AND 30C; THE NORTHERLY LINE OF PARCELS 14 AND 39; THE EAST AND NORTHERLY LINE OF PARCEL 11)

AO 39. UNRECORDED PIPELINE EASEMENT AND MEMORANDUM OF AGREEMENT DATED SEPTEMBER 10, 1998 IN FAVOR OF LAKEHEAD PIPE LINE COMPANY FOR THE PURPOSE TO CONSTRUCT, MAINTAIN, OPERATE, INSPECT, REPAIR, REPLACE OR REMOVE CERTAIN CRUDE PETROLEUM PIPELINE FACILITIES AFFECTING THE LAND, AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

(AFFECTS A PORTION OF PARCELS 19, 20, AND 30 AND OTHER PROPERTY)

AP 40. PROPOSED EASEMENT IN FAVOR OF _____ FOR THE PURPOSE OF INGRESS AND EGRESS RECORDED/FILED _____ AS DOCUMENT NO. _____ , AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

(AFFECTS A PORTION OF PARCEL 20A FALLING IN THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 19 BEING A CONCRETE MONUMENT WHICH IS 1963.03 FEET EAST (AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 19) OF THE SOUTHWEST CORNER OF SAID SECTION 19, SAID MONUMENT BEING ALSO ON THE BOUNDARY LINE PER THE BOUNDARY LINE AGREEMENT RECORDED MARCH 21, 1951 AS DOCUMENT 688037, BETWEEN CATERPILLAR TRACTOR CO. AND THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS; THENCE NORTH 01 DEGREES 48 MINUTES 09 SECONDS WEST ALONG THE SAID AGREED TO BOUNDARY LINE 594.54 FEET; THENCE NORTH 73 DEGREES 47 MINUTES 26 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF ROUTE 6 (FORMERLY KNOWN AS CHANNAHON ROAD) AS HERETOFORE CONVEYED TO THE STATE OF ILLINOIS PER QUIT CLAIM DEED RECORDED AUGUST 19, 1968 AS DOCUMENT R68-13815 A DISTANCE OF 870.57 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, BEING THE SOUTH RIGHT-OF-WAY LINE OF SAID ROUTE 6, HAVING A RADIUS OF 38,307.20 FEET, HAVING A CHORD BEARING OF NORTH 72 DEGREES 52 MINUTES 38 SECONDS EAST, 1221.20 FEET; THENCE SOUTH 37 DEGREES 17 MINUTES 59 SECONDS EAST 117.82 FEET FOR A PLACE OF BEGINNING; THENCE NORTH 76 DEGREES 17 MINUTES 41 SECONDS EAST 210.57 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET, HAVING A CHORD BEARING OF NORTH 33 DEGREES 20 MINUTES 33 SECONDS EAST, 74.97 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 306.33 FEET, HAVING A CHORD BEARING OF NORTH 01 DEGREES 10 MINUTES 31 SECONDS WEST, 90.19 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ROUTE 6, HAVING A RADIUS OF 38,307.20 FEET, HAVING A CHORD BEARING OF NORTH 71 DEGREES 26 MINUTES 53 SECONDS EAST, 33.76 FEET; THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 276.33 FEET, HAVING A CHORD BEARING OF SOUTH 03 DEGREES 27 MINUTES 39 SECONDS EAST, 132.81 FEET TO A POINT OF TANGENCY; THENCE SOUTH 17 DEGREES 13 MINUTES 47 SECONDS EAST 62.72 FEET; THENCE SOUTH 18 DEGREES 47 MINUTES 01 SECONDS EAST 173.68 FEET; THENCE SOUTH 69 DEGREES 49 MINUTES 56 SECONDS WEST 201.20 FEET; THENCE NORTH 37 DEGREES 17 MINUTES 59 SECONDS WEST 273.55 FEET TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: THAT PART OF SECTION 19, IN TOWNSHIP 35 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 19 BEING A CONCRETE MONUMENT 1963.03 FEET EAST (AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 19) OF THE SOUTHWEST CORNER OF SAID SECTION 19, SAID MONUMENT BEING ALSO ON THE BOUNDARY LINE PER THE BOUNDARY LINE AGREEMENT RECORDED MARCH 21, 1951 AS DOCUMENT 688037 BETWEEN CATERPILLAR TRACTOR CO. AND THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS; THENCE NORTH 01 DEGREES 48 MINUTES 09 SECONDS WEST ALONG THE SAID AGREED TO BOUNDARY LINE 594.54 FEET; THENCE NORTH 73 DEGREES 47 MINUTES 26 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF ROUTE 6 (FORMERLY KNOWN AS CHANNAHON ROAD) AS HERETOFORE CONVEYED TO THE STATE OF ILLINOIS PER QUIT CLAIM DEED RECORDED AUGUST 19, 1968 AS DOCUMENT R68-13815 A DISTANCE OF 870.57 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, BEING THE SOUTH RIGHT-OF-WAY LINE OF SAID ROUTE 6, HAVING A RADIUS OF 38,307.20 FEET, HAVING A CHORD BEARING OF NORTH 72 DEGREES 52 MINUTES 38 SECONDS EAST 1221.20 FEET; THENCE SOUTH 37 DEGREES 17 MINUTES 59 SECONDS EAST 117.82 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 59 SECONDS EAST 125.87 FEET FOR A PLACE OF BEGINNING; THENCE NORTH 76 DEGREES 17 MINUTES 41 SECONDS EAST

93.70 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 50.00 FEET; HAVING A CHORD BEARING OF SOUTH 61 DEGREES 14 MINUTES 40 SECONDS EAST, 74.11 FEET TO A POINT OF TANGENCY; THENCE SOUTH 18 DEGREES 47 MINUTES 01 SECONDS EAST 77.64 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET, HAVING A CHORD BEARING OF SOUTH 25 DEGREES 31 MINUTES 27 SECONDS WEST, 77.33 FEET TO A POINT OF TANGENCY; THENCE SOUTH 69 DEGREES 49 MINUTES 56 SECONDS WEST 64.06 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 50.00 FEET, HAVING A CHORD BEARING OF NORTH 73 DEGREES 44 MINUTES 02 SECONDS WEST, 63.59 FEET TO A POINT OF TANGENCY; THENCE NORTH 37 DEGREES 17 MINUTES 59 SECONDS WEST 92.26 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 50.00 FEET, HAVING A CHORD BEARING OF NORTH 19 DEGREES 29 MINUTES 51 SECONDS EAST, 99.13 FEET TO THE PLACE OF BEGINNING)

A2 41. SIGN 1.3 FEET NORTH OF RIGHT OF WAY LINE OF U. S. ROUTE 6 AS SHOWN AND LOCATED ON PLAT OF SURVEY PROJECT NO. 98156 FOR JOLIET GENERATING STATION 29 PREPARED BY SDI CONSULTANTS LASTEST REVISION 1/22/99.
(AFFECTS PARCEL 20A)

LIGHT STANDARD 4.5 NW OF ROW LINE OF U.S. ROUTE 6 AS SHOWN AND LOCATED ON PLAT OF SURVEY PROJECT NO. 98156 FOR JOLIET GENERATING STATION 29 PREPARED BY SDI CONSULTANTS LASTEST REVISION 1/22/99.
(AFFECTS PARCEL 20A)

HEADWALL 2.0 FEET NORTH OF RIGHT OF WAY LINE OF U.S. ROUTE 6 AS SHOWN AND LOCATED ON PLAT OF SURVEY PROJECT NO. 98156 FOR JOLIET GENERATING STATION 29 PREPARED BY SDI CONSULTANTS LATEST REVISION 1/22/99.
(AFFECTS PARCEL 14)

SIGN POST 2.0 FEET NORTH OF RIGHT OF WAY LINE OF U.S. ROUTE 6 AS SHOWN AND LOCATED ON PLAT OF SURVEY PROJECT NO. 98156 FOR JOLIET GENERATING STATION 29 PREPARED BY SDI CONSULTANTS LATEST REVISION 1/22/99.
(AFFECTS PARCEL 11)

A6 42. PROPOSED 10 FOOT COMMUNICATION EASEMENTS IN FAVOR OF _____, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE RECORDED _____ AS DOCUMENT _____, AND THE TERMS AND CONDITIONS THEREIN CONTAINED.

(AFFECTS PART OF PARCEL 20A)

A7 43. PROPOSED MICROWAVE ANCHOR AND OVERHEAD GUY EASEMENT IN FAVOR OF ____

RECORDED/FILED _____ AS DOCUMENT NO. _____ AFFECTING THE THE LAND, AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

(AFFECT PART OF PARCEL 20A)

44. PROPOSED MICROWAVE AIR RIGHTS EASEMENTS (VARIOUS WIDTHS) IN FAVOR OF _____ RECORDED/FILED) _____ AS DOCUMENT NO. _____ AFFECTING THE LAND, AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

(AFFECTS PART OF PARCELS 19 AND 20A)

** END **

ALTA Form - 1966 Revised 2/19/99 Commitment

American Land Title Association

Pour Ton

Chicago Title Insurance Company

Providing Title Related Services Since 1847

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy/ies of title insurance, as identified in Schedule A (which policy or policies cover title risks and are subject to the Exclusions from Coverage and the Conditions and Stipulations as contained in said policy/ies) in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedules A and B hereof and to the "American Land Title Association Commitment - 1966" Conditions and Stipulations which are hereby incorporated by reference and made a part of this Commitment. A complete copy of the Commitment Conditions and Stipulations is available upon request and include, but are not limited to, the proposed Insured's obligation to disclose, in writing, knowledge of any additional defects, liens, encumbrances, adverse claims or other matters which are not contained in the Commitment; provisions that the Company's liability shall in no event exceed the amount of the policy/ies as stated in Schedule A hereof, must be based on the terms of this Commitment, shall be only to the proposed Insured and shall be only for actual loss incurred in good faith reliance on this Commitment; and provisions relating to the General Exceptions, to which the policy/ies will be subject unless the same are disposed of to the satisfaction of the Company.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by issuance of a revised Commitment.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment is based upon a search and examination of Company records and/or public records by the Company. Utilization of the information contained herein by an entity other than the Company for the purpose of issuing a title commitment or policy or policies shall be considered a violation of the proprietary rights of the Company of its search and examination work product.

This commitment shall not be valid or binding until signed by an authorized signatory.

Issued By:

CHICAGO TITLE INSURANCE COMPANY
222 NE MONROE ST. 8TH FLR
PEORIA, IL 61602

Refer Inquiries To:
(309)673-0536

Fax Number:
(309)673-9678

CHICAGO TITLE INSURANCE COMPANY
By

Authorized Signatory

Commitment No.: 450116435

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

YOUR REFERENCE: Commonwealth Edison ORDER NO.: 1245 450116435 PEO

EFFECTIVE DATE: DECEMBER 2, 1998

1. POLICY OR POLICIES TO BE ISSUED:

   OWNER'S POLICY: ALTA OWNERS 1992
   AMOUNT: $200,000,000.00
   PROPOSED INSURED:

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT AND COVERED HEREIN IS A FEE SIMPLE UNLESS OTHERWISE NOTED.

3. TITLE TO SAID ESTATE OR INTEREST IN SAID LAND IS AT THE EFFECTIVE DATE VESTED IN:

   Commonwealth Edison Company, an Illinois corporation

4. MORTGAGE OR TRUST DEED TO BE INSURED:

   NONE

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1245 450116435 PEO

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

Part of the Southeast Quarter of the Southeast Quarter of Fractional Section 1, excepting therefrom the island known as "Turkey Island" noted in the Trustee's Deed recorded September 22, 1969 in Book 826 Page 260, the East Half of the East Half Section 12 and part of the Northeast Quarter of Section 13, all in Township 24 North, Range 6 West of the Third Principal Meridian; also Fractional Sections 5 and 6, Section 7, part of Fractional Sections 8 and 9 including part of Lot 41 and Lots 42 and 43 as shown on a Plat of Survey dated June 1, 1917, and recorded June 15, 1917, in Plat Book I at Page 131 as Document No. 50155, part of the Northwest Quarter of Section 16, part of the East Half of the East Half of Section 17, and part of the Northwest Quarter of Section 18 including Lot B as shown on a Plat of Survey dated November 21, 1963, and recorded November 22, 1963, in Plat Book T at Page 98, as Document No. 408029, and part of the Northeast Quarter of Section 18 including Lot A as shown on a Plat of Survey dated July 15, 1959, and recorded July 23, 1959, in Plat Book S at Page 67 as Document No. 361862 all in Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows: Commencing at an iron rod found at the south quarter corner of said Section 8, said corner also being the Point of Beginning:

From the Point of Beginning, thence North 89 degrees 52 minutes 34 seconds East (bearings assumed for description purposes only) along the south line of said Section 8 a distance of 1,341.72 feet to the northwest corner of the East Half of the East Half of said Section 17; thence South 0 degrees 40 minutes 09 seconds East along the west line of said East Half of the East Half of Section 17 a distance of 47.06 feet to the intersection of said west line with the south right of way line of S.A. Route 10A (Manito Road); thence North 89 degrees 39 minutes 05 seconds East along said south right of way line 987.69 feet; thence South 0 degrees 44 minutes 06 seconds West 1,850.68 feet to a point on the northwesterly right of way line of the Illinois and Midland Railroad Inc., said right of way line parallel with and 150 feet measured perpendicular northwest of the centerline of the main track; thence North 38 degrees 43 minutes 29 seconds East along said northwesterly right of way line 2,323.57 feet to a point on the south line of that tract as described in Quit Claim Deed dated January 30, 1976, and recorded November 24, 1976, in Book 2038 at Page 255, as Document No. 589912; thence South 84 degrees 27 minutes 53 seconds West along said tract (Document No. 589912) 94.90 feet; thence North 89 degrees 26 minutes 17 seconds West continuing along said tract (Document No. 589912) 100.00 feet; thence North 84 degrees 13 minutes 00 seconds West continuing along said tract (Document No. 589912) 500.52 feet to a point on the south right of way line of said S.A. Route 10A (Manito Road); thence North 0 degrees 16 minutes 37 seconds West continuing along said tract (Document No. 589912) 36.63 feet to a point on the north line of the Northwest Quarter of said Section 16; thence continuing North 0 degrees 16 minutes 37 seconds West along said tract (Document No. 589912) 43.37 feet to a point on the north right of way line of said S.A. Route 10A (Manito Road); thence North 83 degrees 02 minutes 40 seconds East continuing along said tract (Document No. 589912) 42.62 feet; thence North 0 degrees 31 minutes 23 seconds East 910.80 feet; thence North 89 degrees 28 minutes 36 seconds West 324.64 feet; thence South 44 degrees 22 minutes 11 seconds West, 462.94 feet; thence South 32 degrees 58 minutes 00 seconds West 418.32 feet; thence North 89 degrees 30 minutes 03

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1245 450116435 PRO

seconds West 903.30 feet, thence North 0 degrees 40 minutes 09 seconds West 1,286.67 feet; thence South 89 degrees 21 minutes 07 seconds East 827.44 feet; thence South 0 degrees 33 minutes 59 seconds West 345.39 feet; thence South 62 degrees 27 minutes 54 seconds East 436.93 feet; thence South 74 degrees 29 minutes 58 seconds East 90.85 feet; thence South 89 degrees 28 minutes 36 seconds East 495.62 feet; thence North 0 degrees 31 minutes 23 seconds East 532.92 feet; thence South 87 degrees 02 minutes 05 seconds East 175.88 feet; thence South 21 degrees 30 minutes 59 seconds East 89.38 feet; thence South 0 degrees 00 minutes 13 seconds West 156.76 feet; thence South 88 degrees 38 minutes 48 seconds West 180.80 feet; thence South 0 degrees 31 minutes 23 seconds West 1,216.77 feet to a point on said tract (Document No. 589912); thence North 83 degrees 02 minutes 40 seconds East along said tract (Document No. 589912) 126.47 feet, thence South 89 degrees 26 minutes 17 seconds East continuing along said tract 100.00 feet; thence North 89 degrees 27 minutes 09 seconds East continuing along said tract 512.84 feet to a point on said northwesterly right of way line of the Illinois and Midland Railroad, Inc.; thence North 38 degrees 43 minutes 29 seconds East along said right of way line 3,233.46 feet to a point 35.00 feet southwest as measured along the extension of said northwesterly right of way line from the intersection of said extension with the north line of the Southeast Quarter of said Section 9, said point also being the most southerly corner of that tract described in Quit Claim Deed dated November 14, 1990, and recorded December 17, 1990, in Book 3368, at Page 31, as Document No. 808142; thence North 2 degrees 10 minutes 54 seconds West along the west line of said tract (Document No. 808142) 716.38 feet, thence North 17 degrees 47 minutes 24 seconds West continuing along the west line of said tract (Document No. 808142) 1,055.00 feet to the intersection of said west line with the southwesterly right of way line of the Chicago and Northwestern Railway Company, said intersection also being the northeast corner of said Lot No. 42; thence North 89 degrees 56 minutes 23 seconds West along the north line of said Lot 42 a distance of 172.65 feet to the northwest corner of said Lot 42, said corner also being on the west line of the Northeast Quarter of said Section 9; thence North 0 degrees 10 minutes 54 seconds East along said west line of the Northeast Quarter of Section 9 a distance of 457.56 feet to the intersection of said west line with said southwesterly right of way line of the Chicago and Northwestern Railway Company; thence North 20 degrees 30 minutes 23 seconds West along said southwesterly right of way line to the Illinois River; thence westerly along said Illinois River to the intersection of said Illinois River with the west line of said Southeast Quarter of the Southeast Quarter of Fractional Section 1; thence South 0 degrees 30 minutes 43 seconds West along said west line to the northwest corner of said East Half of the East Half of Section 12; thence South 0 degrees 30 minutes 43 seconds West along said west line 5,388.72 feet to the southwest corner of said East Half of the East Half of Section 12; thence South 89 degrees 50 minutes 14 seconds West along the north line of said Northeast Quarter of Section 13 a distance of 581.31 feet; thence South 0 degrees 20 minutes 40 seconds East 287.64 feet; thence North 83 degrees 14 minutes 20 seconds East 551.09 feet to a point which is 223.6 feet south of the north line of said Northeast Quarter; thence North 82 degrees 44 minutes 16 seconds East 1,333.11 feet to a point on the east line of said Northeast Quarter, said point being 59.5 feet south of the northeast corner of said Northeast Quarter; thence North 86 degrees 33 minutes 55 seconds East 1,747.57 feet to the northwest corner of said Lot B; thence South 0 degrees 59 minutes 21 seconds East along the west line of said Lot B 248.62 feet to the southwest corner of said Lot B. said corner also being on the northwesterly right of way line of said S.A. Route 10A (Manito Road); thence northeasterly on a curve to the right along the southeasterly lines of said Lots B and A said southeasterly lines also being the northwesterly right of way line of S.A.

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1245 450116435 PEO

Route 10A (Manito Rood) an arc distance of 983.51 feet, said curve having a radius of 3,477.87 feet, and a chord bearing North 72 degrees 13 minutes 29 seconds East 980.24 feet to the northeast corner of said Lot A, said corner also being on the south line of the Southeast Quarter of said Section 7; thence North 89 degrees 51 minutes 54 seconds East along said south line 1,851.98 feet to the southeast corner of said Section 7; thence North 89 degrees 50 minutes 50 seconds East along the south line of the Southwest Quarter of said Section 8 a distance of 2,680.48 feet to the Point of Beginning.

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ORDER NO.: 1245 450116435 PEO

GENERAL EXCEPTIONS

The owner's policy will be subject to the following exceptions:

(1) rights or claims of parties in possession not shown by the public records;
(2) encroachments, overlaps, boundary line disputes and any matters which would be disclosed by an accurate survey and inspection of the premises;
(3) easements, or claims of easements, not shown by the public records;
(4) any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records;
(5) taxes or special assessments which are not shown as existing liens by the public records.

SCHEDULE B

Schedule B of the policy or policies to be issued will not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of those matters appearing on the commitment jacket, the applicable General Exceptions (see above), and, if an owner's policy is to be issued, the encumbrance, if any, shown in Schedule A, and exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. An ALTA Loan Policy will be subject to the following exceptions (a) and (b), in the absence of the production of the data and other essential matters described in our Form 3735:
   (a) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records;
   (b) Consequences of the failure of the lender to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting:
      (i) the validity of the lien of said mortgage, and
      (ii) the priority of the lien over any other right, claim, lien or encumbrance which has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.

A 3. Taxes for the year 1998 and 1999, not yet due and payable.
   Taxes for the year 1997 are assessed as follows:

   part 10-10-08-200-002 in the amount of $5,661.10 (both installments, paid.)
   10-10-16-100-001 in the amount of $572.80 (both installments, paid.)
   10-10-05-300-003 in the amount of $6,158.36 (both installments, paid.)
   10-10-05-400-003 in the amount of $662.50 (both installments, paid.)
   part 10-10-09-100-001 in the amount of $756,438.02 (both installments, paid.)
   10-10-05-400-004 in the amount of $2,843.06 (both installments, paid.)

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1245 450116435 PEO

10-10-06-400-003 in the amount of $5,062.06 (both installments, paid.)
10-10-07-100-003 in the amount of $9,536.46 (both installments, paid.)
10-10-07-200-003 in the amount of $5,880.42 (both installments, paid.)
10-10-07-400-003 in the amount of $5,880.42 (both installments, paid.)
10-10-08-400-003 in the amount of $2,534.06 (both installments, paid.)
10-10-08-100-003 in the amount of $5,880.42 (both installments, paid.)
10-10-08-100-001 in the amount of $2,942.26 (both installments, paid.)
10-10-08-300-003 in the amount of $5,055.30 (both installments, paid.)
10-10-08-400-004 in the amount of $1,163.82 (both installments, paid.)
10-10-18-100-001 in the amount of $75.70 (both installments, paid.)
08-09-01-400-001 in the amount of $1,014.36 (both installments, paid.)
08-09-12-400-002 in the amount of $7,031.02 (both installments, paid.)
08-09-13-200-004 in the amount of $305.18 (both installments, paid.)
part 10-10-17-200-003 in the amount of $2,153.54 (both installments, paid.)
10-10-18-100-003 in the amount of $152.04 (both installments, paid.)
10-10-18-200-001 in the amount of $185.54 (both installments, paid.)

D 4. Easement in favor of CILCO, and its respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant filed July 27, 1971 in Book 873 at Page 116, as shown on the survey.

E 5. Permanent Easement in favor of Chicago and Midland Railway Company, and its respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant filed March 20, 1991 in Book 3397, Page 223 affecting that part of the land lying in Section 9 herein described in Exhibit "A" of said document.
(For further particulars, see record.)

G 6. Rights of the public, the municipality, and the State of Illinois in and to that part of the land falling State Aid Route 10 and 10A, including the premises dedicated by dedication dated June 15, 1939 recorded in Volume 272, Page 238, dedication dated June 15, 1939 recorded in Volume 272, Page 247, and dedication dated June 15, 1939 recorded in Volume 272, Page 245, and dedication dated April 8, 1939 recorded in Volume 272, Page 251.

H 7. Rights of the United States of America, State of Illinois, the municipality and the public in and to any part of the land falling in the bed of the Illinois River and the Mackinaw River ; also rights of the property owners in and to the free and unobstructed flow of the waters of said rivers.

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1245 450116435 PEO

J 8. The following releases of damage given to Sanitary District of Chicago:
dated 5/26/31, recorded in Volume 255, Page 226;
dated 5/26/31, recorded in Volume 255, Page 227;
dated 5/25/31, recorded in Volume 255, Page 228;
dated 5/25/31, recorded in Volume 255, Page 229;
dated 5/25/31, recorded in Volume 255, Page 230;
dated 5/25/31, recorded in Volume 255, Page 231;
dated 5/25/31, recorded in Volume 255, Page 233;
dated 5/29/31, recorded in Volume 255, Page 234;
dated 5/25/31, recorded in Volume 255, Page 235;
dated 5/25/31, recorded in Volume 255, Page 237;
dated 5/25/31, recorded in Volume 255, Page 236;

K 9. Easement in favor of Central Illinois Light Company, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded September 22, 1969 in Book 826, Page 272, as shown on the survey.

M 10. Rights, if any, of the United States of America, State of Illinois, the municipality and the public in and to so much of the land, if any, as may have been formed by means other than natural accretions or which may be covered by the water of the river.

N 11. Mortgage dated July 1, 1923 made by Commonwealth Edison Company to predecessor trustees of Harris Trust and Savings Bank and D.G. Donovan, trustees, the original recording of said Mortgage not being apparent in Tazewell County, as disclosed by numerous supplemental indentures thereto, the most recent of which was recorded June 11, 1974 as document number 1033-124.
(Affects premises and other property)

O 12. Upon any Mortgage or conveyance of the land, we should be provided a certified copy of the proper resolutions authorizing the execution of the deed of conveyance or the Mortgage.

P 13. In order to delete General Exceptions 1 through 5 of Schedule B for the Owner's Policy, and issue similar coverage to any Mortgage policy requested, we should be provided with the following:
(1) Letters should be obtained from the various utility companies serving the area in which the land is located stating that they have no easements, equipment, etc., in said land;
(2) All existing unrecorded leases affecting the land should be provided for our examination and, if there are none, an affidavit to that effect should be provided;
(3) A final survey meeting minimum detail requirements for ALTA/ACSM Land

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1245 450116435 PEO

Title Surveys should be provided, certified to Chicago Title Insurance Company; and
(4) An affidavit of title in a form acceptable to the Company.

Upon review of the requested documentation, Chicago Title Insurance Company will take a request for such coverage under consideration or request further information, and this commitment is subject to such further exceptions as may be deemed necessary.

Q 14. In order to obtain Zoning Coverage, we sould be provided with the following:
(1) Certification from the applicable zoning authority of the zoning classification and that the land and improvements are currently in conformance with zoning requirements;
(2) A copy of the Zoning Code;
(3) A current survey meeting the minimum detail requirements for ALTA/ACSM Land Title Surveys, and this commitment is subject to such further exceptions as may be deemed necessary.

R 15. The Company should be provided with proof of compliance with any Federal and/or State laws or regulations which may limit or regulate the sale of the land, including but not limited to 220 ILCS 5/7-102.

U 16. Terms, provisions and conditions of the Enterprise Zone Agreement recorded as Document Number 2837-75.
(Affects part of premises)

S 17. Terms and conditions contained in the Agreement for a Channel Change made by Commonwealth Edison Company and the State of Illinois recorded September 18, 1939 in Book 272 Page 234.
(affects land in the Southwest 1/4 of Section 8)

AA 18. Right of Way Agreement granted to Rocky Ford Drainage District for a public levee and drainage dictrict by instrument recorded October 9, 1939 in Book 297 Page 445, and the terms and conditions contained therein, as shown on survey.

AB 19. Right of Way granted to Rocky Ford Drainage District for the construction and maintenance of a levee by instrument recorded October 9, 1939 In Book 297 Page 459, and the terms and conditions contained therein, as shown on survey.

AC 20. Note: as described herein "survey" shall mean that ALTA / ACSM LAND TITLE SURVEY; prepared by Maurer-Stutz, Inc., project no. 232-98051, consisting of 12 sheets, dated January 29, 1999

COMMITMENT FOR TITLE INSURANCE

Waukegan Sale

Chicago Title Insurance Company

Providing Title Related Services Since 1847

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A (which policy or policies cover title risks and are subject to the Exclusions from Coverage and the Conditions and Stipulations as contained in said policy/ies) in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedules A and B hereof and to the Commitment Conditions and Stipulations which are hereby incorporated by reference and made a part of the Commitment. A complete copy of the Commitment Conditions and Stipulations is available upon request and such include, but are not limited to, the proposed Insured's obligation to disclose, in writing, knowledge of any additional defects, liens, encumbrances, adverse claims or other matters which are not contained in the Commitment; provisions that the Company's liability shall in no event exceed the amount of the policy/ies as stated in Schedule A hereof, must be based on the terms of this Commitment, shall be only to the proposed Insured and shall be only for actual loss incurred in good faith reliance on this Commitment; and provisions relating to the General Exceptions, to which the policy/ies will be subject unless the same are disposed of to the satisfaction of the Company.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by issuance of a revised Commitment.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment is based upon a search and examination of Company records and/or public records by the Company. Utilization of the information contained herein by an entity other than the Company or a member of the Chicago Title and Trust Family of Title Insurers for the purpose of issuing a title commitment or policy or policies shall be considered a violation of the proprietary rights of the Company of its search and examination work product.

This Commitment shall not be valid or binding until signed by an authorized signatory.

Issued By:

CHICAGO TITLE INSURANCE COMPANY
1700 S. ELMHURST ROAD
MOUNT PROSPECT, IL 60056

Refer Inquiries To:

(847)758-4747

CHICAGO TITLE INSURANCE COMPANY

By Harry S. Gen

Authorized Signatory

Commitment No.: 1409 000623047 NSC

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

YOUR REFERENCE: WAUKEGAN STATION ORDER NO.: 1409 000623047 NSC

EFFECTIVE DATE: NOVEMBER 13, 1998

1. POLICY OR POLICIES TO BE ISSUED:

   OWNER'S POLICY: ALTA OWNERS 1992
   AMOUNT: $10,000.00
   PROPOSED INSURED:

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT AND COVERED HEREIN IS A FEE SIMPLE UNLESS OTHERWISE NOTED.

3. TITLE TO SAID ESTATE OR INTEREST IN SAID LAND IS AT THE EFFECTIVE DATE VESTED IN:

   THE COMMONWEALTH EDISON COMPANY

4. MORTGAGE OR TRUST DEED TO BE INSURED:

   NONE

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 4: THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 45 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 66 FEET THEREOF), AND ALSO THE NORTH 1/2 OF FRACTIONAL NORTHEAST 1/4 OF SAID SECTION 15 (EXCEPT THE NORTH 66 FEET THEREOF AND EXCEPT ALSO A TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH 66 FEET OF SAID QUARTER WHICH IS 180 FEET EAST OF THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 15; RUNNING THENCE SOUTH 100 FEET; THENCE EAST 1390 FEET, MEASURED, (418.8 FEET, DEED), MORE OR LESS, TO THE SHORE OF LAKE MICHIGAN; THENCE NORTHEASTERLY ALONG THE SHORE OF LAKE MICHIGAN TO A POINT WHICH IS 66 FEET SOUTH, MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE WEST 1529 FEET, MEASURED, (447.2 FEET, DEED), MORE OR LESS, TO THE POINT OF BEGINNING), IN LAKE COUNTY, ILLINOIS; EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND;

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THAT PART OF THE NORTH 1/2 OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 45 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON BOLT IN CONCRETE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE NORTH 89 DEGREES 55 MINUTES 37 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 2639.96 FEET TO AN IRON PIPE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE SOUTH 00 DEGREES 56 MINUTES 10 SECONDS WEST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 15, A DISTANCE OF 66.01 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 55 MINUTES 37 SECONDS EAST ALONG A LINE 66.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1123.58 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 23 SECONDS WEST 90.32 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 37 SECONDS EAST, 152.21 FEET; THENCE SOUTH 83 DEGREES 42 MINUTES 04 SECONDS EAST, 192.61 FEET; THENCE SOUTH 01 DEGREES 11 MINUTES 43 SECONDS WEST, 380.89 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 37 SECONDS WEST 114.95 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 23 SECONDS WEST, 67.06 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 37 SECONDS WEST, 158.26 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 23 SECONDS WEST, 23.61 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 37 SECONDS WEST, 34.53 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 23 SECONDS WEST, 179.69 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 55 SECONDS WEST, 1,163.44 FEET; THENCE NORTH 00 DEGREES 56 MINUTES 10 SECONDS EAST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 15, A DISTANCE OF 753.10 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS

PARCEL 5: THE SOUTH 1/2 OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 15, AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 (EXCEPT THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID NORTHWEST 1/4) OF SECTION 15, ALL IN TOWNSHIP 45 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS

PARCEL 6: THE NORTH 600 FEET OF THE SOUTHEAST FRACTIONAL QUARTER AND THE EAST 1/2 OF THE NORTH 600 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, ALL IN TOWNSHIP 45 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ORDER NO.: 1409 000623047 NSC

1. IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:

   A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY;

   B. A PROPERLY EXECUTED ALTA STATEMENT;

   C. UTILITY LETTERS FROM THE MUNICIPALITY OR COUNTY (IF UNINCORPORATED), LOCAL GAS, ELECTRIC AND TELEPHONE COMPANIES AND IF APPLICABLE, THE LOCAL CABLE TELEVISION COMPANY AND WESTERN UNION.

   MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

   NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

2. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

A . 3. TAXES FOR THE YEAR(S) 1998.

   INFORMATION ONLY: THE TAXES LEVIED FOR THE FULL YEAR 1997 COVERED THE LAND HEREIN WITH OTHER PROPERTY; THEREFORE, WE ARE NOT ABLE TO PROVIDE A SEPARATE GENERAL TAX AMOUNT, OR PERMANENT ANNUAL DRAINAGE ASSESSMENT AMOUNT, IF ANY, FOR THIS PARCEL.

   PERMANENT INDEX NUMBER: 08-15-200-003

   NOTE: THE TAXES FOR THE YEAR 1998 ARE NOT YET DUE, PAYABLE OR DELINQUENT.

   NOTE: THE PROPERTY IS LOCATED IN WAUKEGAN TOWNSHIP.

W 4. TAXES FOR THE YEAR(S) 1998.

   INFORMATION ONLY: THERE WERE NO GENERAL REAL ESTATE TAXES ASSESSED FOR FULL YEAR 1997 AS TO PERMANENT INDEX NUMBER: 08-15-200-002; SAME BEING MARKED EXEMPT "STATE OF ILLINOIS, DEPARTMENT OF CONSERVATION".

   NOTE: THE TAXES FOR THE YEAR 1998 ARE NOT YET DUE, PAYABLE OR DELINQUENT.

   NOTE: THE PROPERTY IS LOCATED IN WAUKEGAN TOWNSHIP.

   NOTE: THIS COMMITMENT IS SUBJECT TO ANY AND ALL BACK REAL ESTATE TAXES, PENALTIES, INTEREST AND COSTS THAT MAY BE LEVIED THEREON AT ANY TIME.

B 5. THE LIEN OF SPECIAL SERVICE AREA TAXES, PURSUANT TO 35 ILCS 200/27-5 ET SEQ.,

ARISING FROM SPECIAL SERVICE AREA ORDINANCES, IF ANY, RECORDED DURING THE TITLE "GAP" PERIOD. IN ORDER TO DELETE THIS EXCEPTION, THE COMPANY SHOULD BE FURNISHED A STATEMENT FROM THE MUNICIPALITY IN WHICH THE LAND IS LOCATED WHICH INDICATES WHETHER THE LAND LIES WITHIN THE BOUNDARIES OF ANY SPECIAL SERVICE AREA PURSUANT TO AN ORDINANCE RECORDED SUBSEQUENT TO THE EFFECTIVE DATE OF THIS COMMITMENT.

C 6. NOTE: THE LAND DESCRIBED IN SCHEDULE A EITHER IS UNSUBDIVIDED PROPERTY OR CONSTITUTES PART OF A SUBDIVIDED LOT. AS A RESULT, A PLAT ACT AFFIDAVIT SHOULD ACCOMPANY ANY CONVEYANCE TO BE RECORDED. IN THE ALTERNATIVE, COMPLIANCE SHOULD BE HAD WITH THE PROVISIONS OF THE PLAT ACT (765 ILCS 205/1 ET SEQ.).

D 7. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.

E 8. RIGHTS, IF ANY, OF THE UNITED STATES OF AMERICA, STATE OF ILLINOIS, THE MUNICIPALITY AND THE PUBLIC IN AND TO SO MUCH OF THE LAND, IF ANY, AS MAY HAVE BEEN FORMED BY MEANS OTHER THAN NATURAL ACCRETIONS. THIS COMMITMENT/POLICY DOES NOT INSURE TITLE TO ANY LAND THAT HAS BEEN FORMED BY OTHER THAN NATURAL ACCRETIONS.

T 9. RIGHTS, IF ANY, OF THE UNITED STATES OF AMERICA, THE STATE OF ILLINOIS, THE MUNICIPALITY AND THE PUBLIC IN AND TO THAT PART OF THE LAND LYING UNDER THE WATERS OF LAKE MICHIGAN; AND THE RIGHTS OF OTHER OWNERS OF LAND BORDERING ON THE LAKE IN RESPECT TO THE USE OF THE WATERS OF SAID LAKE.

(AFFECTS THOSE PORTIONS OF THE LAND IDENTIFIED AS "INTAKE CHANNEL" AND "DISCHARGE CHANNEL" ON SDI CONSULTANTS, LTD. SURVEY DATED _____, 199_)

F 10. RAILROAD RIGHTS OF WAY AND SPUR TRACKS, IF ANY, AS SHOWN ON SURVEY PREPARED BY SDI CONSULTANTS, LTD., SURVEY DATED _____, 199_ AS ORDER NO. _____.

N 11. NOTHING HEREIN SHALL BE CONSTRUED AS AN UNDERTAKING ON THE PART OF THE COMPANY TO INSURE ANY PORTION OF THE LAND FALLING WITHIN THAT PROPERTY CONVEYED TO THE CITY OF WAUKEGAN BY INSTRUMENT RECORDED AS DOCUMENT 61658, IN BOOK 104 OF DEEDS, PAGE 177, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTH FRACTIONAL 1/2 OF THE NORTHEAST 1/4; THENCE SOUTH 66 FEET, THENCE EAST TO A POINT 300 FEET WEST OF THE SHORE OF THE LAKE, THENCE SOUTHERLY 100 FEET; THENCE EAST TO THE LAKE; NORTHWESTERLY ALONG SHORE LINE TO SECTION LINE AND THENCE WEST TO THE POINT OF BEGINNING.

NOTE: THIS EXCEPTION WILL WAIVED UPON OUR RECEIPT OF A FINAL SURVEY ACCEPTABLE TO THE TITLE COMPANY.

I 12. SUPPLEMENTAL INDENTURE DATED MARCH 31, 1967 AND RECORDED APRIL 4, 1967 AS DOCUMENT 1332950 MADE BY THE COMMONWEALTH EDISON COMPANY TO CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO AND EDWARD J. FRIEDRICH, TRUSTEE UNDER MORTGAGE DATED JULY 1, 1923 AND CERTAIN INDENTURES SUPPLEMENTAL THERETO, CONVEYING THE LAND AND OTHER PROPERTY.

J 13. ENCUMBRANCES AND MORTGAGES OF A GENERAL NATURE MADE BY THE COMMONWEALTH EDISON COMPANY OR BY ITS CORPORATE PREDECESSORS NOT SPECIFICALLY CONVEYING LAND.

K 14. UPON A CONVEYANCE OR MORTGAGE OF THE LAND, A CERTIFIED COPY OF THE PETITION FILED WITH THE ILLINOIS COMMERCE COMMISSION FOR APPROVAL OF SAID SALE OR MORTGAGE AND OF THE COMMISSION'S ORDER AUTHORIZING THE SAME SHOULD BE FURNISHED. SAID COPY OF THE PETITION AND ORDER NEED NOT BE FURNISHED IN RESPECT TO A SALE INVOLVING CONSIDERATION OF $100,000 OR LESS.

L 15. NOTE: THE LAND IS LOCATED WITHIN THE TERRITORIAL BOUNDARIES OF THE NORTH SHORE SANITARY DISTRICT, WHICH HAS ENACTED AN ORDINANCE EFFECTIVE JANUARY 1, 1987, RECORDED NOVEMBER 5, 1986 AS DOCUMENT 2501179. SAID ORDINANCE PROVIDES THAT NO TRANSFER OF REAL PROPERTY WITHIN THE CORPORATE LIMITS OF THE DISTRICT MAY BE COMPLETED UNLESS THE DISTRICT HAS BEEN NOTIFIED OF THE IMPENDING TRANSFER AND HAS GIVEN ITS STATEMENT OF FINAL FEES AND CHARGES FOR SANITARY SEWAGE TREATMENT SERVICE TO THE PROPERTY TO BE PAID AT THE TIME OF CLOSING, OR HAS GIVEN ITS WRITTEN STATEMENT THAT THERE ARE NO OUTSTANDING CHARGES RELATIVE TO THE SAID PROPERTY.

NOTE: THIS NOTE IS FURNISHED FOR INFORMATION ONLY FOR THE CONVENIENCE OF THE PARTIES. IT WILL NOT APPEAR ON OUR POLICY OF TITLE INSURANCE.

O 16. RIGHT OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY TO LOCATE AND MAINTAIN A SWITCH TRACK OVER A PORTION OF THE LAND AS CONTAINED IN DEED DATED JULY 21, 1910 FROM JAMES MORROW TO CHICAGO AND NORTH WESTERN RAILWAY COMPANY REFERRED TO IN THE DEED FROM JAMES MORROW AND HIS WIFE TO LOUIS A. SEEBERGER DATED MAY 10, 1920 AND RECORDED MAY 9, 1921 AS DOCUMENT 201766

P 17. TERMS AND PROVISIONS CONTAINED IN PERMIT DATED AUGUST 17, 1923 AND RECORDED AUGUST 24, 1923 IN BOOK 312 OF MORTGAGES, PAGE 330 AS DOCUMENT 228621, MADE BY THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS, DIVISION OF WATERWAYS OF THE STATE OF ILLINOIS, TO WAUKEGAN GENERATING COMPANY, TO CONSTRUCT AN INTAKE AND DISCHARGE FLUME ON THE LINE OF THE WATERS EDGE OF LAKE MICHIGAN, ACCORDING TO THE SURVEY BY THE STATE OF ILLINOIS IN 1914 ON PART OF THE NORTH 1/2 OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 15, WITH A RESERVATION BY THE STATE OF ILLINOIS TO HAVE SAID FLUME REMOVED, IN WHOLE OR IN PART, IF AT ANY TIME ACCRETIONS ARE FORMED BEYOND THE 1914 SURVEY LINE.

Q 18. TERMS AND PROVISIONS CONTAINED IN PERMIT DATED APRIL 25, 1925 AND RECORDED MAY 26, 1925 IN BOOK 351, OF MORTGAGES, PAGE 260, AS DOCUMENT 258100 BY THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS, DIVISION OF WATERWAYS OF THE STATE OF ILLINOIS TO THE WAUKEGAN GENERATING COMPANY OF THE RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT A HARBOR ON THE LINE OF THE WATERS EDGE OF LAKE MICHIGAN ACCORDING TO THE SURVEY BY THE STATE OF ILLINOIS IN 1914 ON THE NORTH 1/2 OF FRACTIONAL NORTHEAST 1/4 OF SECTION 15 (EXCEPT THE SOUTH 25 FEET AND EXCEPT THE NORTH 66 FEET AND EXCEPT A TRACT DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTH 66 FEET OF SAID NORTHEAST 1/4 WHICH IS 180 FEET EAST OF THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 15; RUNNING THENCE SOUTH 100 FEET; THENCE EAST 418.8 FEET, MORE OR LESS, TO THE SHORELINE OF LAKE MICHIGAN; THENCE NORTHEASTERLY ALONG THE SHORELINE OF LAKE MICHIGAN, TO A POINT WHICH IS 66 FEET SOUTH, MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF

SECTION 15, AFORESAID; THENCE WEST 447.2 FEET TO THE POINT OF BEGINNING), WITH A RESERVATION BY THE STATE OF ILLINOIS TO HAVE SAID HARBOR REMOVED, IN WHOLE OR IN PART, IF AT ANY TIME ACCRETIONS ARE FORMED BEYOND THE 1914 SURVEY LINE.

R 19. TERMS AND PROVISIONS CONTAINED IN PERMIT DATED AUGUST 8, 1931 AND RECORDED AUGUST 24, 1931 IN BOOK 506 OF MORTGAGES, PAGE 548, AS DOCUMENT 372242 BY THE STATE OF ILLINOIS TO WAUKEGAN GENERATING COMPANY OF THE RIGHT UNDER THE CONDITIONS THEREIN CONTAINED TO EXTEND THEIR EXISTING BREAKWATER IN LAKE MICHIGAN AND TO EXTEND THEIR INTAKE FLUME AT THE SAME LOCATION.

X 20. TERMS AND PROVISIONS CONTAINED IN UNRECORDED PERMIT OF THE U.S. ARMY CORPS OF ENGINEERS DATED OCTOBER 5, 1926 TO THE WAUKEGAN GENERATING COMPANY PERMITTING THE CONSTRUCTION OF PILE PIERS, FILLED WITH STONE AND PROTECTED BY RIPRAP, ENCLOSING AN OUTER HARBOR APPROXIMATELY 725 FEET WIDE, WITH AN ENTRANCE 400 FEET WIDE, AS SAME HAS BEEN AMENDED AND EXTENDED FROM TIME TO TIME.

U 21. PROPOSED DISTRIBUTION EASEMENT OVER PORTIONS OF THE LAND AS LOCATED AND DEPICTED ON SDI CONSULTANTS, LTD. SURVEY DATED _____, 199_, AND AS RESERVED IN INSTRUMENT RECORDED AS DOCUMENT ~.

Y 22. PROPOSED TRANSMISSION EASEMENT OVER PORTIONS OF THE LAND AS LOCATED AND DEPICTED ON SDI CONSULTANTS, LTD. SURVEY DATED _____, 199_, AND AS RESERVED IN INSTRUMENT RECORDED AS DOCUMENT ~.

AA 23. PROPOSED DISTRIBUTION AND COMMUNICATION EASEMENTS OVER PORTIONS OF THE LAND AS LOCATED AND DEPICTED ON SDI CONSULTANTS, LTD. SURVEY DATED _____, 199_, AND AS CREATED IN INSTRUMENT RECORDED AS DOCUMENT ~.

AB 24. PROPOSED INGRESS AND EGRESS EASEMENT OVER PORTIONS OF THE LAND AS LOCATED AND DEPICTED ON SDI CONSULTANTS, LTD. SURVEY DATED _____, 199_, AND AS RESERVED IN INSTRUMENT RECORDED AS DOCUMENT ~.

V 25. RIGHTS OF THE PUBLIC TO ACCESS TO PARCEL 4 AT THE POINT WHERE THE BREAKWATER MEETS THE NORTH BOUNDARY LINE OF THE LAND AND RIGHTS OF THE PUBLIC TO THE USE OF THE LAND FOR FISHING, WHICH RIGHTS ARE SET OUT IN UNRECORDED MEMORANDUM OF AGREEMENT DATED MARCH 31, 1993 BY AND BETWEEN THE COMMONWEALTH EDISON COMPANY, THE ILLINOIS DEPARTMENT OF CONSERVATION, SCHULLER INTERNATIONAL INCORPORATED AND THE CITY OF WAUKEGAN.

** END **

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ORDER NO.: 1410 001347519 WB

1. IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:

   A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY;

   B. A PROPERLY EXECUTED ALTA STATEMENT;

   C. UTILITY LETTERS FROM THE MUNICIPALITY OR COUNTY (IF UNINCORPORATED), LOCAL GAS, ELECTRIC AND TELEPHONE COMPANIES AND IF APPLICABLE, THE LOCAL CABLE TELEVISION COMPANY AND WESTERN UNION.

   MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

   NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

2. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

A 3. NOTE FOR ADDITIONAL INFORMATION: THE WILL COUNTY RECORDER REQUIRES THAT ANY DOCUMENTS PRESENTED FOR RECORDING CONTAIN THE FOLLOWING INFORMATION:

   (A) THE NAME AND ADDRESS OF THE PARTY WHO PREPARED THE DOCUMENT;

   (B) THE NAME AND ADDRESS OF THE PARTY TO WHOM THE DOCUMENT SHOULD BE MAILED AFTER RECORDING;

   (C) ALL PERMANENT REAL ESTATE TAX INDEX NUMBERS OF ANY PROPERTY LEGALLY DESCRIBED IN THE DOCUMENT;

   (D) THE ADDRESS OF ANY PROPERTY LEGALLY DESCRIBED IN THE DOCUMENT;

   (E) ALL DEEDS SHOULD CONTAIN THE ADDRESS OF THE GRANTEE AND SHOULD ALSO NOTE THE NAME AND ADDRESS OF THE PARTY TO WHOM THE TAX BILLS SHOULD BE SENT.

   (F) ANY DEEDS CONVEYING UNSUBDIVIDED LAND, OR, PORTIONS OF SUBDIVIDED LAND (LOTS OR BLOCKS MORE THAN 1 ACRE WHICH INVOLVE NEW STREETS), MAY NEED TO BE ACCOMPANIED BY A PROPERLY EXECUTED "PLAT ACT AFFIDAVIT".

   THIS EXCEPTION WILL NOT APPEAR ON THE POLICY WHEN ISSUED.

B 4. TAXES FOR THE YEAR(S) 1998 AND 1999 NOT YET DUE AND PAYABLE

   PERMANENT TAX NOS. 04-02-100-001 (AFFECTS PART OF PARCEL 1)
   04-02-100-028 (AFFECTS PART OF PARCEL 1)
   04-02-100-028-9001 (AFFECTS PART OF PARCEL 1--STATE POLLUTION CONTROL TAX)

04-02-100-028-9003 (AFFECTS PART OF PARCEL 1--STATE POLLUTION CONTROL TAX)
04-02-100-028-9004 (AFFECTS PART OF PARCEL 1--STATE POLLUTION CONTROL TAX)
04-02-100-028-9005 (AFFECTS PART OF PARCEL 1--STATE POLLUTION CONTROL TAX)
04-02-100-028-9006 (AFFECTS PART OF PARCEL 1--STATE POLLUTION CONTROL TAX)
04-03-400-011 (AFFECTS PART OF PARCEL 1)
04-03-200-016 (AFFECTS PARCEL 2)
04-03-400-010 (AFFECTS PARCEL 3)
04-03-200-013 (AFFECTS PARCEL 4)

NOTE: FIRST INSTALLMENT OF 1997 TAXES 04-02-100-001 IN THE AMOUNT OF $13,516.84 PAID.

NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $13,516.84 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 04-02-100-028 IN THE AMOUNT OF $87,400.43 PAID.

NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $84,400.43 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 04-02-100-028-9001 IN THE AMOUNT OF $4,222.18 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $4,222.18 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 04-02-100-028-9003 IN THE AMOUNT OF $142.92 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $142.92 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 04-02-100-028-9004 IN THE AMOUNT OF $170.67 PAID.
NOTE: FIRST INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $170.67 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 04-02-100-028-9005 IN THE AMOUNT OF $144.35 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $144.35 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 04-02-100-028-9006 IN THE AMOUNT OF $156.44 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $156.44 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 04-03-400-011 IN THE AMOUNT OF $1,682.19 PAID.
NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $1,682.19 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 04-03-200-016 IN THE AMOUNT OF $795.40 PAID.

NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $795.40 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 04-03-400-010 IN THE AMOUNT OF $149.93 PAID.

NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $149.93 PAID.

NOTE: FIRST INSTALLMENT OF 1997 TAXES 04-03-200-013 IN THE AMOUNT OF $1,210.98 PAID.

NOTE: SECOND INSTALLMENT OF 1997 TAXES IN THE AMOUNT OF $1,210.98 PAID.

5. MORTGAGE DATED JULY 1, 1923 AND INDENTURES SUPPLEMENTAL THERETO UNDER WHICH CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A A NATIONAL BANKING ASSOCIATION, AND DONALD W. ALFVIN, OF CHICAGO, ILLINOIS, ARE NOW THE TRUSTEES. MORTGAGE DATED JULY 1, 1923, BOOK 860, PAGE 5, DOCUMENT 513690

NOTE: SUPPLEMENTAL INDENTURE RECORDED OCTOBER 18, 1944 AS DOCUMENT 580867 DISCLOSED FOLLOWING BONDS OUTSTANDING:
FIRST MORTGAGE 3 1/2 PER CENT BONDS SERIES "I" $98,000,000.00

FIRST MORTGAGE 3 1/2 PER CENT BONDS SERIES J $113,900,000.00

FIRST MORTGAGE 3 PER CENT BONDS SERIES K $25,000,000.00 AND PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 3 PER CENT BONDS SERIES "L" IN AMOUNT OF $100,000,000.00

NOTE: SUPPLEMENTAL INDENTURE RECORDED APRIL 4, 1945 AS DOCUMENT 585646 PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 3 PER CENT BONDS SERIES M IN AMOUNT OF $100,000,000.00

NOTE: SUPPLEMENTAL INDENTURE RECORDED MARCH 19, 1957 AS DOCUMENT 819679 PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 4 1/4 PER CENT BONDS SERIES "S" WITHOUT LIMITATIONS AS TO AGGREGATE AMOUNT

NOTE: SUPPLEMENTAL INDENTURE RECORDED APRIL 13, 1960 AS DOCUMENT 901551 PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 4 5/8 PER CENT BOND SERIES U WITHOUT LIMITATIONS AS TO AGGREGATE AMOUNT

NOTE: SUPPLEMENTAL INDENTURE RECORDED APRIL 4, 1966 AS DOCUMENT R66-4717 PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 5 1/4 PER CENT BONDS SERIES V WITHOUT LIMITATIONS AS TO AGGREGATE AMOUNT

NOTE: SUPPLEMENTAL INDENTURE RECORDED NOVEMBER 1, 1966 AS DOCUMENT R66-16419 PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 5 1/4 PER CENT BONDS SERIES "W" WITHOUT LIMITATIONS AS TO AGGREGATE AMOUNT

NOTE: SUPPLEMENTAL INDENTURE RECORDED DECEMBER 12, 1966 AS DOCUMENT R66-18361 PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 5 1/4 PER CENT BONDS SERIES X WITHOUT LIMITATIONS AS TO AGGREGATE AMOUNT

NOTE: SUPPLEMENTAL INDENTURE DATED MARCH 31, 1967 AND RECORDED APRIL 4, 1967 AS DOCUMENT R67-4150 MADE BY THE COMMONWEALTH EDISON COMPANY TO CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO AND EDWARD J. FRIEDRICH

NOTE: SUPPLEMENTAL INDENTURE RECORDED APRIL 4, 1967 AS DOCUMENT R67-4151 PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 5 3/8 PER CENT BONDS SERIES Y WITHOUT LIMITATIONS AS TO AGGREGATE AMOUNT

NOTE: SUPPLEMENTAL INDENTURE DATED FEBRUARY 1, 1968 AND RECORDED FEBRUARY 6, 1968 AS DOCUMENT R68-1751 MADE BY THE COMMONWEALTH EDISON COMPANY TO CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO AND EDWARD J. FRIEDRICH PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 6 1/4 PER CENT BONDS SERIES Z

NOTE: SUPPLEMENTAL INDENTURE DATED JULY 1, 1968 AND RECORDED JULY 12, 1968 AS DOCUMENT R68-11167 MADE BY THE COMMONWEALTH EDISON COMPANY TO CONTINENTAL NATIONAL BANK AND TRUST COMPANY OF CHICAGO AND EDWARD J. FRIEDRICH PROVIDING FOR ISSUANCE OF FIRST MORTGAGE PER CENT BONDS SERIES 15

NOTE: SUPPLEMENTAL INDENTURE DATED OCTOBER 1, 1968 AND RECORDED OCTOBER 2, 1968 AS DOCUMENT R68-17000 MADE BY THE COMMONWEALTH EDISON COMPANY TO CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO AND EDWARD J. FRIEDRICH PROVIDING FOR ISSUANCE OF FIRST MORTGAGE 6 1/2 PER CENT BONDS SERIES 16

NOTE: IT APPEARS FROM INSTRUMENT DATED JANUARY 23, 1969 AND RECORDED JANUARY 27, 1969 AS DOCUMENT R69-1582 THAT CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, SUCCESSOR TO ILLINOIS MERCHANTS TRUST COMPANY AND DONALD W. ALFVIN ARE NOT ACTING AS CO-TRUSTEES UNDER SAID MORTGAGE

NOTE: RECORDED MARCH 20, 1969 AS DOCUMENT R69-4844, IS A CONFIRMATION OF MORTGAGE LIEN, OF MORTGAGES NOTED ABOVE

NOTE: IT APPEARS FROM INSTRUMENT DATED SEPTEMBER 29, 1969 AND RECORDED OCTOBER 3, 1969 AS DOCUMENT R69-18460 THAT CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, SUCCESSOR TO ILLINOIS MERCHANTS TRUST COMPANY, A CORPORATION OF ILLINOIS, AND DONALD W. ALFVIN ARE NOW ACTING AS CO-TRUSTEES UNDER SAID MORTGAGE

NOTE: SUPPLEMENTAL INDENTURE RECORDED JULY 24, 1970 AS DOCUMENT R70-12819

NOTE: SUPPLEMENTAL INDENTURE RECORDED JANUARY 13, 1971 AS DOCUMENT R71-618

NOTE: SUPPLEMENTAL INDENTURE RECORDED APRIL 14, 1972 AS DOCUMENT R72-9600

NOTE: SUPPLEMENTAL INDENTURE DATED JUNE 1, 1973 AND RECORDED JUNE 15, 1973 AS DOCUMENT R73-17327

NOTE: SUPPLEMENTAL INDENTURE DATED JULY 2, 1973 AND RECORDED JULY 16, 1973 AS DOCUMENT R73-20935

NOTE: SUPPLEMENTAL INDENTURE DATED OCTOBER 15, 1973 AND RECORDED OCTOBER 24, 1973 AS DOCUMENT R73-32306

NOTE: SUPPLEMENTAL INDENTURE DATED APRIL 15, 1974 AND RECORDED MAY 9, 1974 AS DOCUMENT R74-10592

NOTE: SUPPLEMENTAL INDENTURE DATED MAY 31, 1974 AND RECORDED JUNE 11, 1974 AS DOCUMENT R74-13652.

NOTE: SUPPLEMENTAL INDENTURE DATED JULY 1, 1974 AND RECORDED JULY 9, 1974 AS DOCUMENT R74-16338

NOTE: SUPPLEMENTAL INDENTURE DATED JUNE 13, 1975 AND RECORDED JUNE 20, 1975 AS DOCUMENT R75-15232 IS A CONFIRMATION OF ALL OF THE ABOVE MORTGAGES AND SUPPLEMENTAL INDENTURES AND A LIST OF ADDITIONAL ACQUIRED REAL ESTATE

NOTE: SUPPLEMENTAL INDENTURE DATED JANUARY 15, 1977 AND RECORDED JANUARY 25, 1977 AS DOCUMENT R77-2565

NOTE: SUPPLEMENTAL INDENTURE DATED JUNE 1, 1977 AND RECORDED JUNE 7, 1977 AS DOCUMENT R77-19060

NOTE: INSTRUMENT RECORDED OCTOBER 17, 1977 AS DOCUMENT R77-40059 IS A LIST OF THE ABOVE MORTGAGES AND A LIST OF THE TRUSTEES AND CO-TRUSTEES THEREUNDER

NOTE: SUPPLEMENTAL INDENTURE DATED DECEMBER 1, 1977 AND RECORDED DECEMBER 6, 1977 AS DOCUMENT R77-48060

SUPPLEMENTAL INDENTURE DATED MAY 17, 1978 AND RECORDED MAY 25, 1978 AS DOCUMENT R78-19266

NOTE: SUPPLEMENTAL INDENTURE DATED JUNE 15, 1980 AND RECORDED JUNE 20, 1980 AS DOCUMENT R80-15842.

NOTE: SUPPLEMENTAL INDENTURE DATED APRIL 16, 1981 AND RECORDED MAY 22, 1981 AS DOCUMENT NO. R81-12727.

NOTE: SUPPLEMENTAL INDENTURE DATED NOVEMBER 1, 1981 AND RECORDED NOVEMBER 3, 1981 AS DOCUMENT NO. R81-26574.

NOTE: SUPPLEMENTAL INDENTURE DATED APRIL 15, 1983 AND RECORDED APRIL 20, 1983 AS DOCUMENT NO. R83-10375.

NOTE: SUPPLEMENTAL INDENTURE DATED NOVEMBER 15, 1983 AND RECORDED NOVEMBER 22, 1983 AS DOCUMENT NO. R83-34616.

NOTE: SUPPLEMENTAL INDENTURE DATED JULY 15, 1984 AND RECORDED JULY 30, 1984 AS DOCUMENT NO. R84-22602.

NOTE: SUPPLEMENTAL INDENTURE DATED MARCH 1, 1985 AND RECORDED MARCH 12, 1985 AS DOCUMENT NO. R85-7114.

NOTE: SUPPLEMENTAL INDENTURE DATED APRIL 30, 1982 AND RECORDED MAY 18, 1982 AS DOCUMENT NO. R82-10120

NOTE: IT APPEARS FROM INSTRUMENT DATED FEBRUARY 28, 1986 AND RECORDED MARCH 27, 1986 AS DOCUMENT NO. R86-10611 M. J. KRUGER IS SUCCESSOR CO-TRUSTEE OF DONALD W. ALFVIN.

NOTE: SUPPLEMENTAL INDENTURE DATED MAY 9, 1986 AND RECORDED MAY 13, 1986 AS DOCUMENT NO. R86-17973

NOTE: SUPPLEMENTAL INDENTURE DATED FEBRUARY 13, 1986 AND RECORDED FEBRUARY 14, 1986 AS DOCUMENT NO. R86-5296

NOTE: SUPPLEMENTAL INDENTURE DATED FEBRUARY 28, 1986 AND RECORDED MARCH 27, 1986 AS DOCUMENT NO. R86-10611

NOTE: SUPPLEMENTAL INDENTURE DATED MAY 9, 1986 AND RECORDED MAY 13, 1986 AS DOCUMENT NO. R86-17973

NOTE: SUPPLEMENTAL INDENTURE DATED JANUARY 12, 1987 AND RECORDED JANUARY 13, 1987 AS DOCUMENT NO. R87-01969

NOTE: SUPPLEMENTAL INDENTURE DATED APRIL 15, 1987 AND RECORDED APRIL 24, 1987 AS DOCUMENT NO. R87-20832

NOTE: SUPPLEMENTAL INDENTURE DATED JUNE 15, 1987 AND RECORDED JUNE 23, 1987 AS DOCUMENT NO. R87-34000

NOTE: SUPPLEMENTAL INDENTURE DATED JUNE 30, 1989 AND RECORDED JULY 6, 1989 AS DOCUMENT NO. R89-32323.

NOTE: SUPPLEMENTAL INDENTURE DATED FEBRUARY 15, 1990 AND RECORDED FEBRUARY 21, 1990 AS DOCUMENT NO. R90-9297.

NOTE: SUPPLEMENTAL INDENTURE DATED JUNE 15, 1990 AND RECORDED JUNE 25, 1990 AS DOCUMENT NO. R90-34171.

NOTE: SUPPLEMENTAL INDENTURE DATED JUNE 1, 1991 AND RECORDED M6 25, 1991 AS

DOCUMENT NO. R91-34267.

NOTE: SUPPLEMENTAL INDENTURE DATED OCTOBER 15, 1991 AND RECORDED OCTOBER 25, 1991 AS DOCUMENT NO. R91-61640.

NOTE: SUPPLEMENTAL INDENTURE DATED FEBRUARY 1, 1992 AND RECORDED FEBRUARY 11, 1992 AS DOCUMENT NO. R92-09116.

NOTE: SUPPPLEMENTAL INDENTURE DATED MAY 15, 1992 AND RECORDED MAY 27, 1992 AS DOCUMENT NO. R92-39639.

NOTE: SUPPLEMENTAL INDENTURE DATED JULY 15, 1992 AND RECORDED JULY 24, 1992 AS DOCUMENT R92-57283.

NOTE: SUPPLEMENTAL INDENTURE RECORDED SEPTEMBER 24, 1992 AS DOCUMENT R92-75022.

NOTE: SUPPLEMENTAL INDENTURE RECORDED OCTOBER 8, 1992 AS DOCUMENT R92-79298.

NOTE: SUPPLEMENTAL INDENTURE RECORDED FEBRUARY 10, 1993 AS DOCUMENT R93-11649.

NOTE: SUPPLEMENTAL INDENTURE RECORDED MARCH 12, 1993 AS DOCUMENT R93-19101.

NOTE: SUPPLEMENTAL INDENTURE RECORDED APRIL 16, 1993 AS DOCUMENT R93-28606.

NOTE: SUPPLEMENTAL INDENTURE RECORDED APRIL 23, 1993 AS DOCUMENT R93-30831.

NOTE: SUPPLEMENTAL INDENTURE RECORDED JULY 1, 1993 AS DOCUMENT R93-53825.

NOTE: SUPPLEMENTAL INDENTURE RECORDED JULY 13, 1993 AS DOCUMENT R93-57563.

NOTE: SUPPLEMENTAL INDENTURE RECORDED JULY 22, 1993 AS DOCUMENT R93-61461.

NOTE: SUPPLEMENTAL INDENTURE RECORDED JANUARY 19, 1994 AS DOCUMENT R94-007275

NOTE: IT APPEARS FROM INSTRUMENT RECORDED DECEMBER 9, 1994 AS DOCUMENT R94-110377 ROBERT J. DONAHUE IS SUCCESSOR CO-TRUSTEE OF M.J. KRUGER

NOTE: SUPPLEMENTAL INDENTURE RECORDED DECEMBER 9, 1994 AS DOCUMENT R94-110378.

(AFFECTS ALL LAND OF COMMONWEALTH EDISON)

6. WE SHOULD BE FURNISHED A CERTIFIED COPY OF THE DIRECTORS' RESOLUTIONS AUTHORIZING THE CONVEYANCE OR MORTGAGE TO BE INSURED. SAID RESOLUTIONS SHOULD EVIDENCE THE AUTHORITY OF THE PERSONS EXECUTING THE CONVEYANCE OR MORTGAGE.

IF THEY DO NOT, A CERTIFIED COPY OF THE CORPORATE BY-LAWS ALSO SHOULD BE FURNISHED.

IF SAID CONVEYANCE OR MORTGAGE COMPRISES ALL OR SUBSTANTIALLY ALL THE CORPORATION'S ASSETS, WE ALSO SHOULD BE FURNISHED A CERTIFIED COPY OF THE SHAREHOLDER/MEMBER RESOLUTIONS WHICH AUTHORIZE SAID CONVEYANCE OR MORTGAGE. THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS, IF ANY, AS MAY BE DEEMED NECESSARY AFTER OUR REVIEW OF THESE MATERIALS.

AC 7. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL, HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.

AF 8. NOTE: THE LAND DESCRIBED IN SCHEDULE A EITHER IS UNSUBDIVIDED PROPERTY OR CONSTITUTES PART OF A SUBDIVIDED LOT. AS A RESULT, A PLAT ACT AFFIDAVIT SHOULD ACCOMPANY ANY CONVEYANCE TO BE RECORDED. IN THE ALTERNATIVE, COMPLIANCE SHOULD BE HAD WITH THE PROVISIONS OF THE PLAT ACT (765 ILCS 205/1 ET SEQ.).

M 9. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.

D 10. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS, IF ANY.

E 11. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES. TOGETHER WITH UTILITY RIGHTS THEREIN INCLUDING THAT PART DEDICATED BY DOCUMENT 707159

F 12. RIGHTS OF THE UNITED STATES OF AMERICA, THE STATE OF ILLINOIS, THE MUNICIPALITY AND THE PUBLIC IN AND TO THAT PART OF THE LAND LYING WITHIN THE BED OF THE DES PLAINES RIVER; AND THE RIGHTS OF OTHER OWNERS OF LAND BORDERING ON THE RIVER IN RESPECT TO THE WATER OF SAID RIVER.

(AFFECTS PARCELS 1, 2 AND 4)

J 13. EASEMENT RESERVED IN THE DEED MADE BY MATERIAL SERVICE CORPORATION, A CORPORATION OF ILLINOIS, TO CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 2, 1950 AND KNOWN AS TRUST NUMBER 34455 DATED JUNE 21, 1950 AND RECORDED JUNE 23, 1950 IN BOOK 1302 PAGE 213 AS DOCUMENT NO. 675191, OVER, UPON AND ACROSS THAT PART OF THE LAND FALLING IN THE PREMISES DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTH 1/2 OF SECTION 3, EAST AND WEST OF THE DES PLAINES RIVER, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SAID SECTION 3 WEST OF SAID RIVER WITH THE EAST LINE OF THE HIGHWAY (100 FEET IN WIDTH) KNOWN AS U.S. ALTERNATE ROUTE NO. 66; THENCE EASTWARD ALONG SAID SOUTH LINE OF SAID NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 3, WEST OF SAID RIVER AND ALONG AN EASTWARD EXTENSION OF SAID SOUTH LINE A DISTANCE OF 3,442.08 FEET, MORE OR LESS, TO A POINT WHICH IS 350 FEET EAST OF THE CENTER

THREAD OF SAID RIVER, THENCE NORTHWARD PERPENDICULAR TO SAID EASTWARD EXTENSION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 3, A DISTANCE OF 30 FEET; THENCE WESTWARD ALONG A LINE 30 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 3 AND ITS EASTWARD EXTENSION TO THE EAST LINE OF SAID U.S. ALTERNATE ROUTE NO. 66; THENCE SOUTH TO THE POINT OF BEGINNING, WHICH EASEMENT SHALL BE A PERPETUAL EASEMENT OF PASSAGE, INGRESS AND EGRESS, AND RIGHT OF WAY OVER, UPON AND ACROSS THE ABOVE DESCRIBED 30 FOOT STRIP OF LAND, FOR USE IN COMMON WITH GRANTEE, ITS SUCCESSORS AND ASSIGNS, AND TERMS AND PROVISIONS CONTAINED IN SAID RESERVATION.

(APPROXIMATE LOCATION: AFFECTS THE SOUTH 30 FEET OF A PORTION OF PARCEL 1 AND OTHER PROPERTY NOT NOW IN QUESTION)

14. RESERVATION, CONDITIONS AND RESTRICTIONS CONTAINED IN AND IMPOSED BY QUIT CLAIM DEED DATED MAY 19, 1938 AND RECORDED MAY 25, 1938 AS DOCUMENT NO. 508718 FROM THE SANITARY DISTRICT OF CHICAGO, A MUNICIPAL CORPORATION TO CLARENCE R. SERB, AS MODIFIED AND CHANGED BY AGREEMENT DATED APRIL 27, 1950 AND RECORDED JUNE 7, 1950 AS DOCUMENT NO. 674345, WHEREIN IT IS RECITED THAT CERTAIN PREMISES WERE CONVEYED BY DOCUMENT 508718 AND DOCUMENT 537868 AND THAT MATERIAL SERVICE CORPORATION OWNS THAT PART OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 1/2 OF SECTION 3, WEST OF THE DES PLAINES RIVER AND THE CENTER THREAD OF THE SAID DES PLAINES RIVER, RUNNING THENCE WESTWARD ALONG THE SAID NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION 3, WEST OF SAID RIVER, A DISTANCE OF 1170 FEET MORE OR LESS TO THE EAST LINE OF THE RIGHT OF WAY (150 FEET IN WIDTH) OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS) (WHICH EAST RIGHT OF WAY LINE IS THE EAST LINE OF THE WEST 600 FEET OF THE EAST 1/2 OF SAID SECTION 3, WEST OF SAID RIVER); THENCE SOUTHWARD ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1320.19 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID SOUTH 1/2 OF SECTION 3, WEST OF THE SAID RIVER; THENCE EASTWARD ALONG SAID SOUTH LINE OF SAID NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 3, WEST OF SAID RIVER, A DISTANCE OF 1125 FEET MORE OR LESS TO THE CENTER THREAD OF SAID DES PLAINES RIVER; THENCE NORTHWARD ALONG SAID CENTER THREAD OF SAID RIVER TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS, IN FEE WHICH RESERVATIONS ARE AS FOLLOWS:

THE GRANTOR RESERVES TO ITSELF OR TO ANY GOVERNMENTAL AGENCY UNDERTAKING THE WORK, A PERPETUAL EASEMENT EXTENDING OVER AND ACROSS THAT PART OF THE ABOVE DESCRIBED LAND IN SAID SECTIONS 2 AND 3 LYING WEST OF LINES DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID SECTION 2, 163.1 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT IN THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, EAST OF THE RIVER, WHICH IS 650 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 3, EAST OF SAID RIVER, MEASURED AT RIGHT ANGLES; THENCE SOUTHWARD ALONG A LINE PARALLEL TO THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 3, EAST OF SAID RIVER, TO THE SOUTH LINE THEREOF, FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING THEREON A DEEPENED, WIDENED, STRAIGHTENED OR OTHERWISE CHANGED DES PLAINES RIVER.

THE GRANTOR RESERVES TO ITSELF OR TO ANY GOVERNMENTAL AGENCY THE RIGHT TO DISPOSE OF THE INITIAL EXCAVATION FROM THE CONSTRUCTION, DEEPENING, WIDENING, STRAIGTENING, OR OTHERWISE CHANGING SAID DES PLAINES RIVER ON THE WESTERLY 100 FEET OF THE LAND HEREIN CONVEYED LYING EAST OF AND ADJACENT TO THE EASTERLY LINE OF THE ABOVE DESCRIBED PERPETUAL EASEMENT IN A MANNER AS NOT TO INTERFERE WITH ANY PERMANENT STRUCTURE OF THE GRANTEE.

THE GRANTOR, RESERVES TO ITSELF OR TO ANY GOVERNMENTAL AGENCY THE RIGHT TO OCCUPY THE WESTERLY 100 FEET OF THE LAND HEREIN CONVEYED LYING EAST OF AND ADJACENT TO THE EASTERLY LINE OF THE ABOVE DESCRIBED PERPETUAL EASEMENT DURING THE CONSTRUCTION, DEEPENING AND WIDENING STRAIGHTENING OR OTHERWISE CHANGING THE SAID DES PLAINES RIVER, PROVIDED THAT SUCH LAND SHALL BE OCCUPIED IN A MANNER SO AS TO CAUSE THE LEAST INTERFERENCE AND HARDSHIP WITH ANY THEN EXISTING OR INTENDED USE OF SAID LAND.

(AFFECTS A PORTION OF PARCELS 1 AND 4)

L 15. EASEMENT CREATED BY AGREEMENT BETWEEN THE SANITARY DISTRICT OF CHICAGO, A MUNICIPAL CORPORATION AND MATERIAL SERVICE CORPORATION, A CORPORATION OF ILLINOIS, DATED APRIL 27, 1950 AND RECORDED JUNE 7, 1950 AS DOCUMENT NO. 674345, WHEREBY, MATERIAL SERVICE CORPORATION, HEREBY GRANTS TO THE SANITARY DISTRICT, OR TO ANY OTHER GOVERNMENTAL AGENCY UNDERTAKING THE WORK, A PERPETUAL EASEMENT EXTENDING OVER, AND ACROSS THE FOLLOWING DESCRIBED PORTION OF THE LAND OWNED BY MATERIAL SERVICE CORPORATION, LYING WEST OF THE DES PLAINES RIVER: THAT PART OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WEST OF THE DES PLAINES RIVER, LYING EAST OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID SOUTH 1/2 OF SECTION 3, WEST OF SAID RIVER, WHICH IS 1314 FEET EAST OF THE CENTER OF SAID SECTION 3; THENCE SOUTHWARD TO A POINT IN THE SOUTH LINE OF SAID NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 3, WEST OF SAID RIVER, WHICH IS 1305 FEET EAST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3, WEST OF SAID RIVER, FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING THEREON A DEEPENED, WIDENED, STRAIGHTENED OR OTHERWISE CHANGED DES PLAINES RIVER, ALSO THE RIGHT TO DISPOSE OF THE INITIAL EXCAVATION FROM THE CONSTRUCTION, DEEPENING, WIDENING, STRAIGHTENING OR OTHERWISE CHANGING SAID DES PLAINES RIVER ON THE EAST 100 FEET OF THE LAND OF THE MATERIAL SERVICE CORPORATION LYING WEST OF AND ADJACENT TO THE ABOVE DESCRIBED PERPETUAL EASEMENT FROM THE MATERIAL SERVICE CORPORATION, IN SUCH MANNER AND SUCH LOCATION AS WILL NOT UNNECESSARILY OR UNREASONABLY INTERFERE WITH ITS USE, ALSO THE RIGHT TO OCCUPY THE EAST 100 FEET OF THE OF THE MATERIAL SERVICE CORPORATION, LYING WEST OF AND ADJACENT TO THE ABOVE DESCRIBED PERPETUAL EASEMENT FROM THE MATERIAL SERVICE CORPORATION DURING THE CONSTRUCTION, DEEPENING WIDENING, STRAIGHTENING, OR OTHERWISE CHANGING THE DES PLAINES RIVER, PROVIDED THAT SUCH LAND SHALL BE OCCUPIED IN A MANNER SO AS TO CAUSE THE LEAST INTERFERENCE AND HARDSHIP WITH ANY THEN EXISTING OR INTENDED USE OF SAID LAND, ALSO THE RIGHT TO DIVERT AT ANY AND ALL TIMES, AT SUCH PLACE, OR PLACES AS THE SANITARY DISTRICT, ITS SUCCESSORS OR ASSIGNS, MAY SELECT, ABOVE AND UPSTREAM OF THE HEREINABOVE DESCRIBED LAND OF THE MATERIAL SERVICE CORPORATION, ANY OR ALL OF THE FLOW OF THE WATERS OF THE DES PLAINES RIVER IN EXCESS OF 10 CUBIC FEET PER SECOND.

(AFFECTS A PORTION OF PARCELS 1 AND 2 AND OTHER PROPERTY NOT NOW IN QUESTION)

N 16. UNRECORDED PARKING LEASE MADE BY COMMONWEALTH EDISON COMPANY, (LANDLORD) TO PALUMBO BROTHERS, INC., (TENANT) DATED SEPTEMBER 8, 1995 DEMISING THE LAND FOR A TERM OF YEARS BEGINNING OCTOBER 1, 1995 AND ENDING SEPTEMBER 30, 2000, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH, OR UNDER SAID LESSEE.

(AFFECTS ENTIRE PARCEL 3)

O 17. UNRECORDED LICENSE AGREEMENT BY AND BETWEEN COMMONWEALTH EDISON COMPANY (LICENSOR) AND CHICAGO FLY ASH COMPANY (LICENSEE) FOR THE OPERATION AND USE BY CHICAGO FLY ASH COMPANY OF A PLANT TO STORE AND LOAD BY-PRODUCTS PRODUCED BY THE EDISON STATION AS DISCLOSED BY AN UNRECORDED INSTRUMENT DATED DECEMBER 28, 1971 ENTITLED 1972 DISPOSAL AGREEMENT.

(AFFECTS THAT PART OF PARCEL 1 FALLING IN SECTION 2)

P 18. NON-EXCLUSIVE PERPETUAL EASEMENT FOR ROADWAY PURPOSES AS DISCLOSED BY UNRECORDED INSTRUMENT DATED NOVEMBER 9, 1959 BY AND BETWEEN COMMONWEALTH EDISON AND MATERIAL SERVICE CORPORATION. WHEREBY EDISON GRANTS TO MATERIAL SERVICE PASSAGE OVER AND ALONG THE ROADWAY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 3, WEST OF THE DESPLAINES RIVER, WHICH IS 350 FEET EAST OF THE CENTER THREAD OF SAID RIVER; THENCE CONTINUING EASTERLY ALONG THE SAID SOUTH LINE EXTENDED A DISTANCE OF 130 FEET; THENCE NORTHWARD PERPENDICULAR TO SAID EAST EXTENSION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 3 A DISTANCE OF 50 FEET; THENCE WESTWARDLY ALONG A LINE 50 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE A DISTANCE OF 130 FEET MORE OR LESS TO A POINT APPROXIMATELY 350 FEET EAST OF THE CENTER THREAD OF THE DESPLAINES RIVER; THENCE WESTWARDLY TO A POINT 274 FEET EAST OF THE CENTER THREAD OF THE DESPLAINES RIVER AND 55 FEET NORTH OF THE EASTWARD EXTENSION OF SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 3; THENCE SOUTHWARDLY 25 FEET TO THE NORTH LINE OF THAT PORTION OF THE PROPERTY NOTED ON PAGES 1 AND 2 OF SAID INSTRUMENT; THENCE EASTERLY ALONG SAID NORTH LINE TO A POINT 350 FEET EAST OF THE CENTER THREAD OF THE DESPLAINES RIVER; THENCE SOUTHWARDLY 30 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION NOTED ON PAGES 1 AND 2 OF SAID INSTRUMENT DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTH 1/2 OF SECTION 3 EAST AND WEST OF THE DESPLAINES RIVER, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL

MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SAID SECTION 3 WEST OF SAID RIVER WITH THE EAST LINE OF THE HIGHWAY (100 FEET IN WIDTH) KNOWN AS U.S. ALTERNATE ROUTE NO. 66; THENCE EASTWARD ALONG SAID SOUTH LINE OF SAID NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 3 WEST OF SAID RIVER AND ALONG AN EASTWARD EXTENSION OF SAID SOUTH LINE A DISTANCE OF 3,442.08 FEET, MORE OR LESS, TO A POINT WHICH IS 350 FEET EAST OF THE CENTER THREAD OF SAID RIVER; THENCE NORTHWARD PERPENDICULAR TO SAID EASTWARD EXTENSION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 3, A DISTANCE OF 30 FEET; THENCE WESTWARD ALONG A LINE 30 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 3 AND ITS EASTWARD EXTENSION TO THE EAST LINE OF SAID U.S. ALTERNATE ROUTE NO. 66; THENCE SOUTH TO THE POINT OF BEGINNING.

(AFFECTS THE SOUTHERN PORTION OF PARCEL 1)

19. UNRECORDED EASEMENT DATED MARCH 9, 1970 BY AND BETWEEN COMMONWEALTH EDISON COMPANY AND HYDROCARBON TRANSPORTATION, INC. NOW KNOWN AS ENRON LIQUIDS PIPELINE COMPANY WHEREBY EDISON GRANTS UNTO HYDROCARBON A PERPETUAL EASEMENT TO INSTALL, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, ALTER, REPAIR, REPLACE AND REMOVE AN UNDERGROUND STEEL LIQUEFIED PETROLEUM GAS AND REFINED PETROLEUM PRODUCTS PIPELINE NOT TO EXCEED 8 INCHES INSIDE DIAMETER, IN, UNDER, ALONG AND THROUGH THE FOLLOWING SECTIONS: APPROXIMATELY 2.58 MILES IN EDISON'S STATION 18 WEST RIGHT OF WAY IN SECTION 3 LOCKPORT TOWNSHIP AND OTHER PROPERTY NOT NOW IN QUESTION; APPROXIMATELY.85 MILES IN EDISON'S WILL COUNTY STATION AND JOLIET TIEDTVILLE-CHICAGO RIGHT OF WAY PROPERTY IN SECTIONS 2 AND 3 LOCKPORT TOWNSHIP; APPROXATELY 7.30 MILES IN EDISON'S STATION 18-BEDFORD PARK RIGHT OF WAY IN SECTION 2 LOCKPORT TOWNSHIP AND OTHER PROPERTY NOT NOW IN QUESTION.

A PERPETUAL EASEMENT TO INSTALL, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, ALTER, REPAIR, REPLACE AND REMOVE A SECOND UNDERGROUND STEEL LIQUEFIED PETROLEUM GAS AND REFINED PETROLEUM PRODUCTS PIPELINE NOT TO EXCEED 8 INCHES INSIDE DIAMETER IN, UNDER, ALONG AND THROUGH EDISON'S RIGHT-OF-WAY DESCRIBED AS FOLLOWS: APPROXIMATELY 1.38 MILES IN EDISON'S STATION 18 BEDFORD PARK RIGHT OF WAY IN SECTION 2 LOCKPORT TOWNSHIP AND OTHER PROPERTY NOT NOW IN QUESTION.

NOTE: SUPPLEMENTAL EASEMENT AGREEMENT APPENDED TO SAID INSTRUMENT. SUBJECT TO TERMS AND CONDITIONS THEREIN CONTAINED.

(APPROXIMATE LOCATION: AFFECTS THE WESTERN AND SOUTHERN PORTION OF PARCEL 1 AS SHOWN AND LOCATED ON EXHIBITS 1-B AND 1-C APPENDED TO SAID INSTRUMENT AND ALSO AFFECTS OTHER PROPERTY NOT NOW IN QUESTION)

S 20. UNRECORDED EASEMENT DATED SEPTEMBER 1, 1970 BY AND BETWEEN COMMONWEALTH EDISON COMPANY AND HYDROCARBON TRANSPORTATION, INC. NOW KNOWN AS ENRON LIQUIDS PIPELINE COMPANY WHEREBY EDISON GRANTS UNTO HYDROCARBON A PERPETUAL EASEMENT TO INSTALL, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, ALTER, REPAIR, REPLACE AND REMOVE AN UNDERGROUND STEEL LIQUEFIED PETROLEUM GAS AND REFINED PETROLEUM PRODUCTS PIPELINE NOT TO EXCEED 10 INCHES INSIDE DIAMETER, IN, UNDER, ALONG AND THROUGH THE FOLLOWING SECTIONS: APPROXIMATELY 4.040 MILES IN EDISON'S STATION 18 WEST RIGHT OF WAY IN SECTION 3 LOCKPORT TOWNSHIP AND OTHER PROPERTY NOT NOW IN QUESTION; APPROXIMATELY.267 MILES IN EDISON'S WILL COUNTY STATION AND JOLIET TIEDTVILLE-CHICAGO RIGHT OF WAY PROPERTY IN SECTION 3 LOCKPORT TOWNSHIP; APPROXIMATELY.930 MILES IN EDISON'S STATION 18 PROPERTY IN SECTIONS 2 AND 3 LOCKPORT TOWNSHIP; APPROXIMATELY.445 MILES IN EDISON'S STATION 18-BEDFORD PARK RIGHT OF WAY IN SECTION 2 LOCKPORT TOWNSHIP

NOTE: SUPPLEMENTAL EASEMENT AGREEMENT APPENDED TO SAID INSTRUMENT.
SUBJECT TO TERMS AND CONDITIONS THEREIN CONTAINED.

(APPROXIMATE LOCATION: AFFECTS THE WESTERN AND SOUTHERN PORTION OF PARCEL 1 AS SHOWN AND LOCATED ON EXHIBIT A DRAWING NOS. P1-29 AND P1-30 APPENDED TO SAID INSTRUMENT AND ALSO AFFECTS OTHER PROPERTY NOT NOW IN QUESTION)

T 21. SHARED MAINTENANCE FEES FOR ROAD PURPOSES AS DISCLOSED BY UNRECORDED ROADWAY MAINTENANCE AGREEMENT DATED MARCH 25, 1977 BY AND BETWEEN MATERIAL SERVICE CORPORATION AND COMMONWEALTH EDISON COMPANY. FUTURE MAINTENANCE OF THE RELOCATED ROAD SHALL BE PERFORMED BY MATERIAL SERVICE, AND EDISON SHALL REIMBURSE MATERIAL SERVICE FOR 30% OF THE COST OF THE MAINTENANCE PROVIDED THAT THE DIVISION OF COST FOR SUCH MAINTENANCE OF SAID RELOCATED ROAD SHALL BE EQUITABLY ADJUSTED SHOULD THE FUTURE USE OF SAID RELOCATED ROAD BY THE RESPECTIVE PARTIES BE CHANGED FROM THE CONTEMPLATED PERCENTAGES STATED ABOVE, OR IN THE EVENT EITHER OR BOTH PARTIES SHALL DISCONTINUE USING SAID RELOCATED ROADWAY.

U 22. UNRECORDED AGREEMENT DATED JULY 9, 1956 BY AND BETWEEN ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, MATERIAL SERVICE CORPORATION AND COMMONWEALTH EDISON COMPANY. EDISON HEREBY GRANTS TO THE RAILWAY THE RIGHT IN PERPETUITY TO USE THE PORTION OF THE SPUR TRACK OWNED BY EDISON FOR RENDERING RAIL SERVICE TO EDISON, WHICH RIGHT SHALL NOT EXCLUDE EDISON FROM USING ITS OWN EQUIPMENT ON ITS OWN PORTION OF THE SPUR TRACK.
SUBJECT TO TERMS AND CONDITIONS THEREIN CONTAINED.

(APPROXIMATE LOCATION: AFFECTS THE SOUTHERN PORTION OF PARCEL 1 AND A PORTION OF PARCEL 3 SHOWN AND LOCATED ON EXHIBIT A P14-5 APPENDED TO SAID INSTRUMENT AND ALSO AFFECTS OTHER PROPERTY NOT NOW IN QUESTION)

V 23. SHARED EXPENSE FEES FOR MAINTENANCE OF THE EXISTING TRACK OWNED BY MATERIAL SERVICE AS DISCLOSED BY UNRECORDED AGREEMENT DATED JULY 9, 1956 BY AND BETWEEN MATERIAL SERVICE CORPORATION AND COMMONWEALTH EDISON COMPANY. IN ADDITION, COMMONWEALTH EDISON COMPANY RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE INTERLOCKING PLANT AND SIGNAL SYSTEM AS DISCLOSED BY SAID DOCUMENT.

X 24. TEMPORARY CONSTRUCT EASEMENT IN FAVOR OF VILLAGE OF ROMEOVILLE DURING THE CONSTRUCTION OF THE IMPROVEMENT OR FOR A PERIOD OF 3 YEARS FROM DATE HEREOF (JUNE 4, 1996) RECORDED/FILED JUNE 13, 1996 AS DOCUMENT NO. R96-52183 AFFECTING THE LAND, AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

(AFFECTS THAT PORTION OF PARCEL 1 DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 2 AND RUNNING THENCE ON AN ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ON THE NORTH LINE THEREOF 631.56 FEET TO A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 50.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 06 DEGREES 07 MINUTES 57 SECONDS WEST 254.01 FEET TO A POINT; THENCE NORTH 83 DEGREES 52 MINUTES 03 SECONDS WEST 80.00 FEET TO A POINT; THENCE NORTH 06 DEGREES 07 MINUTES 57 SECONDS EAST 87.47 FEET TO A POINT; THENCE NORTH 83 DEGREES 52 MINUTES 03 SECONDS WEST 30.00 FEET TO A POINT; THENCE NORTH 06 DEGREES 07 MINUTES 57 SECONDS EAST 80.00 FEET TO A POINT; THENCE SOUTH 83 DEGREES 52 MINUTES 03 SECONDS EAST 30.00 FEET TO A POINT; THENCE NORTH 08 DEGREES 07 MINUTES 57 SECONDS EAST 69.10 FEET TO A POINT; THENCE NORTH 81 DEGREES 28 MINUTES 09 SECONDS EAST 59.30 FEET TO A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 2; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ON THE LAST DESCRIBED LINE 22.76 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.
SUBJECT TO TERMS AND CONDITIONS THEREIN CONTAINED.

AD 25. GRANT OF EASEMENT DATED MARCH 15, 1977 AND RECORDED MARCH 30, 1977 AS DOCUMENT R77-9804 MADE BY COMMONWEALTH EDISON COMPANY TO MATERIAL SERVICE CORPORATION, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL RIGHT OF EASEMENT, PERMISSION AND AUTHORITY TO CONSTRUCT, OPERATE, USE, MAINTAIN, RELOCATE AND RENEW ROUTES OF ACCESS FOR THE PURPOSE OF GAINING ACCESS TO AND FROM PROPERTY OWNED, LEASED, USED OR IN ANY MANNER OCCUPIED BY GRANTEE, ITS SUCCESSORS OR ASSIGNS, WHICH PRIVILEGES SHALL INCLUDE BUT NOT BE LIMITED TO THE RIGHT TO ENTER UPON SAID

PROPERTY WITH SUCH MEN, EQUIPMENT, MACHINERY OR MATERIAL AS MAY BE REASONABLY NECESSARY OR CONVENIENT IN, ON, UNDER, OVER, THROUGH, ALONG THE FOLLOWING DESCRIBED PROPERTY: PARCEL 6: THE EAST 60 FEET OF THE WEST 710 FEET OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 3, AND THE EAST 60 FEET OF THE WEST 710 FEET OF THE SOUTH 270 FEET OF THE NORTHEAST 1/4 OF SECTION 3, IN TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN AND OTHER PROPERTY NOT NOW IN QUESTION. GRANTOR RESERVES AN EQUAL RIGHT WITH THE GRANTEE TO USE SAID PROPERTY AND ANY SUCH ACCESS ROUTE CONSTRUCTED OR MAINTAINED OR USED BY THE GRANTEE.
SUBJECT TO TERMS AND CONDITIONS THEREIN CONTAINED.

(APPROXIMATE AFFECTS: THE EAST 60 FEET OF THE WEST 110 FEET OF PARCELS 1 AND 2 LYING WEST OF THE DESPLAINES RIVER)

NOTE: ACCESS EASEMENT TO MATERIAL SERVICES DATED MARCH 15, 1977 AS SHOWN ON PLAT OF SURVEY STATION 18 PLAT R.E. 310 LATEST REVISION DATED FEBRUARY 7, 1995.

AN 26. ENCROACHMENT OF THE ASPHALT LOCATED MAINLY ON THE PROPERTY SOUTHEASTERLY AND ADJOINING ONTO PARCEL 3, AS SHOWN ON PLAT OF SURVEY PROJECT NO. 98156 NUMBER PREPARED BY SDI LATEST REVISION 1/22/99.

(AFFECTS PARCEL 3)

AL 27. PROPOSED EASEMENT IN FAVOR OF _____ FOR THE PURPOSE OF INGRESS AND EGRESS RECORDED/FILED _____ AS DOCUMENT NO. _____, AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

(AFFECTS:

INGRESS AND EGRESS NO. 1 DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTH 1/2 OF SECTION 2 AND THAT PART OF THE SOUTH 1/2 OF SECTION 3, EAST AND WEST OF THE DES PLAINES RIVER, ALL IN TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 3, WEST OF THE DES PLAINES RIVER, WITH A LINE 600 FEET EAST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 3; THENCE NORTH 01 DEGREES 56 MINUTES 48 SECONDS WEST ALONG SAID LINE 600 FEET EAST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTERLINE OF SECTION 3, A DISTANCE OF 80.00 FEET; THENCE NORTH 88 DEGREES 00 MINUTES 10 SECONDS EAST ALONG A LINE 80.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 3, WEST OF THE DES PLAINES RIVER, 1737.49 FEET; THENCE NORTH 48 DEGREES 19 MINUTES 07 SECONDS EAST 56.73 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 255.00 FEET, HAVING A CHORD BEARING OF NORTH 26 DEGREES 24 MINUTES 32 SECONDS EAST,

195.02 FEET TO A POINT OF TANGENCY; THENCE NORTH 04 DEGREES 29 MINUTES 56 SECONDS EAST 522.85 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 295.00 FEET, HAVING A CHORD BEARING OF NORTH 20 DEGREES 08 MINUTES 49 SECONDS EAST, 161.13 FEET TO A POINT OF TANGENCY; THENCE NORTH 35 DEGREES 47 MINUTES 42 SECONDS EAST 66.86 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 95.00 FEET, HAVING A CHORD BEARING OF NORTH 52 DEGREES 08 MINUTES 24 SECONDS EAST, 54.20 FEET; THENCE NORTH 04 DEGREES 35 MINUTES 24 SECONDS EAST 343.32 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 26 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 2, A DISTANCE OF 40.20 FEET; THENCE SOUTH 04 DEGREES 35 MINUTES 24 SECONDS WEST 308.29 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 30.00 FEET, HAVING A CHORD BEARING OF SOUTH 40 DEGREES 22 MINUTES 49 SECONDS EAST, 47.09 FEET TO A POINT OF TANGENCY; THENCE SOUTH 85 DEGREES 21 MINUTES 01 SECONDS EAST 101.65 FEET; THENCE SOUTH 04 DEGREES 29 MINUTES 56 SECONDS WEST 35.00 FEET; THENCE NORTH 85 DEGREES 21 MINUTES 01 SECONDS WEST 131.01 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 60.00 FEET, HAVING A CHORD BEARING OF SOUTH 65 DEGREES 13 MINUTES 20 SECONDS WEST, 61.63 FEET TO A POINT OF TANGENCY; THENCE SOUTH 35 DEGREES 47 MINUTES 42 SECONDS WEST 66.86 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 260.00 FEET, HAVING A CHORD BEARING OF SOUTH 20 DEGREES 08 MINUTES 49 SECONDS WEST, 142.02 FEET TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 29 MINUTES 56 SECONDS WEST 522.85 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 290.00 FEET, HAVING A CHORD BEARING OF SOUTH 26 DEGREES 24 MINUTES 32 SECONDS WEST, 221.79 FEET; THENCE SOUTH 01 DEGREES 59 MINUTES 50 SECONDS EAST 89.28 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES 10 SECONDS WEST ALONG THE EASTWARD EXTENSION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 3, WEST OF THE DES PLAINES RIVER, 1803.56 FEET TO THE PLACE OF BEGINNING;

INGRESS AND EGRESS NO. 2 DESCRIBED AS FOLLOWS: THAT PART OF THE WEST 1/2 OF SECTION 2, IN TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 3, WEST OF THE DES PLAINES RIVER, WITH A LINE 600 FEET EAST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3; THENCE NORTH 01 DEGREES 56 MINUTES 48 SECONDS WEST ALONG SAID LINE 600 FEET EAST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SECTION 3, A DISTANCE O 80.00 FEET; THENCE NORTH 88 DEGREES 00 MINUTES 10 SECONDS EAST ALONG A LINE 80.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 3, WEST OF THE DES PLAINES RIVER, 1737.49 FEET; THENCE NORTH 48 DEGREES 19 MINUTES 07 SECONDS EAST 56.73 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 255.00 FEET, HAVING A CHORD BEARING OF NORTH 26 DEGREES 24 MINUTES 32 SECONDS EAST, 195.02 FEET TO A POINT OF TANGENCY; THENCE NORTH 04 DEGREES 29 MINUTES 56 SECONDS EAST 522.85 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 295.00 FEET, HAVING A CHORD BEARING OF NORTH 20 DEGREES 08 MINUTES 49 SECONDS EAST, 161.13 FEET TO A POINT AT TANGENCY; THENCE NORTH 35 DEGREES 47 MINUTES 42 SECONDS EAST 66.86 FEET TO A POINT OF

CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 95.00 FEET, HAVING A CHORD BEARING OF NORTH 52 DEGREES 08 MINUTES 24 SECONDS EAST, 54.20 FEET; THENCE NORTH 04 DEGREES 35 MINUTES 24 SECONDS EAST 343.32 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 04 DEGREES 35 MINUTES 24 SECONDS EAST 826.18 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 245.00 FEET, HAVING A CHORD BEARING OF NORTH 18 DEGREES 48 MINUTES 58 SECONDS EAST, 121.66 FEET TO A POINT OF TANGENCY; THENCE NORTH 33 DEGREES 02 MINUTES 31 SECONDS EAST 169.09 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 770.00 FEET, HAVING A CHORD BEARING OF NORTH 36 DEGREES 41 MINUTES 37 SECONDS EAST, 98.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 40 DEGREES 20 MINUTES 42 SECONDS EAST 36.37 FEET; THENCE NORTH 04 DEGREES 27 MINUTES 24 SECONDS EAST 1251.50 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 75.00 FEET, HAVING A CHORD BEARING OF NORTH 40 DEGREES 34 MINUTES 26 SECONDS WEST, 117.89 FEET TO A POINT OF TANGENCY; THENCE NORTH 85 DEGREES 36 MINUTES 16 SECONDS WEST 199.36 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 95.00 FEET, HAVING A CHORD BEARING OF NORTH 46 DEGREES 37 MINUTES 25 SECONDS WEST, 129.26 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINE OF PROPERTY CONVEYED TO THE VILLAGE OF ROMEOVILLE PER QUIT CLAIM DEED RECORDED JUNE 6, 1996 AS DOCUMENT NUMBER R96-052181, A DISTANCE OF 13.24 FEET; THENCE NORTH 85 DEGREES 22 MINUTES 35 SECONDS EAST ALONG SAID SOUTH LINE OF PROPERTY CONVEYED 37.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 55.00 FEET, HAVING A CHORD BEARING OF SOUTH 46 DEGREES 41 MINUTES 22 SECONDS EAST, 74.71 FEET TO A POINT OF TANGENCY; THENCE SOUTH 85 DEGREES 36 MINUTES 16 SECONDS EAST 189.81 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 110.00 FEET, HAVING A CHORD BEARING OF SOUTH 40 DEGREES 34 MINUTES 26 SECONDS EAST, 172.90 FEET TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 27 MINUTES 24 SECONDS WEST 1248.27 FEET; THENCE SOUTHERLY ALONG THE ARC OF A NONTANGENTIAL CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 430.00 FEET, HAVING A CHORD BEARING OF SOUTH 19 DEGREES 00 MINUTES 13 SECONDS EAST, 239.07 FEET; THENCE SOUTH 85 DEGREES 03 MINUTES 31 SECONDS EAST 8.91 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 403.00 FEET, HAVING A CHORD BEARING OF SOUTH 44 DEGREES 50 MINUTES 09 SECONDS EAST, 132.03 FEET TO A POINT OF TANGENCY; THENCE SOUTH 54 DEGREES 13 MINUTES 17 SECONDS EAST 37.04 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 387.00 FEET, HAVING A CHORD BEARING OF SOUTH 29 DEGREES 41 MINUTES 39 SECONDS EAST, 331.33 FEET; THENCE NORTH 85 DEGREES 27 MINUTES 47 SECONDS WEST 7.41 FEET; THENCE SOUTH 04 DEGREES 32 MINUTES 13 SECONDS WEST 98.50 FEET; THENCE SOUTH 85 DEGREES 33 MINUTES 30 SECONDS EAST 9.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 53.00 FEET, HAVING A CHORD BEARING OF SOUTH 48 DEGREES 39 MINUTES 25 SECONDS WEST, 81.80 FEET TO A POINT OF TANGENCY; THENCE NORTH 87 DEGREES 0[illegible] MINUTES 39 SECONDS WEST 96.54 FEET; THENCE SOUTH 04 DEGREES 29 MINUTES 24 SECONDS WEST 317.58 FEET; THENCE SOUTH 85 DEGREES 30 MINUTES 36 SECONDS EAST 8.00 FEET; THENCE SOUTH 04 DEGREES 29 MINUTES 24 SECONDS WEST 75.67 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 79.00 FEET, HAVING A CHORD BEARING OF SOUTH 07

DEGREES 59 MINUTES 11 SECONDS EAST, 34.40 FEET TO A POINT OF TANGENCY; THENCE SOUTH 20 DEGREES 27 MINUTES 45 SECONDS EAST 41.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 221.00 FEET, HAVING A CHORD BEARING OF SOUTH 08 DEGREES 09 MINUTES 55 SECONDS EAST, 94.87 FEET TO A POINT OF TANGENCY; THENCE SOUTH 04 DEGREES 07 MINUTES 55 SECONDS WEST 279.73 FEET; THENCE NORTH 85 DEGREES 21 MINUTES 01 SECONDS WEST 304.20 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 55 SECONDS WEST 69.97 FEET; THENCE NORTH 04 DEGREES 29 MINUTES 56 SECONDS EAST 35.00 FEET; THENCE SOUTH 77 DEGREES 12 MINUTES 23 SECONDS EAST 70.59 FEET; THENCE SOUTH 85 DEGREES 21 MINUTES 01 SECONDS EAST 231.65 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 40.00 FEET, HAVING A CHORD BEARING OF NORTH 49 DEGREES 23 MINUTES 27 SECONDS EAST, 63.19 FEET TO A POINT OF TANGENCY; THENCE NORTH 04 DEGREES 07 MINUTES 55 SECONDS EAST 219.08 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 189.00 FEET, HAVING A CHORD BEARING OF NORTH 08 DEGREES 09 MINUTES 55 SECONDS WEST, 81.13 FEET TO A POINT OF TANGENCY; THENCE NORTH 20 DEGREES 27 MINUTES 45 SECONDS WEST 41.00 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS 111.00 FEET, HAVING A CHORD BEARING OF NORTH 07 DEGREES 59 MINUTES 11 SECONDS WEST, 48.34 FEET TO A POINT OF TANGENCY; THENCE NORTH 04 DEGREES 29 MINUTES 24 SECONDS EAST 40.80 FEET; THENCE NORTH 87 DEGREES 12 MINUTES 16 SECONDS WEST 81.63 FEET; THENCE NORTH 04 DEGREES 35 MINUTES 24 SECONDS EAST 33.02 FEET; THENCE SOUTH 87 DEGREES 12 MINUTES 16 SECONDS EAST 72.57 FEET; THENCE NORTH 04 DEGREES 29 MINUTES 24 SECONDS EAST 320.16 FEET; THENCE NORTH 85 DEGREES 15 MINUTES 17 SECONDS WEST 76.58 FEET; THENCE NORTH 04 DEGREES 35 MINUTES 24 SECONDS EAST 40.00 FEET; THENCE SOUTH 85 DEGREES 15 MINUTES 17 SECONDS EAST 118.45 FEET; THENCE SOUTH 87 DEGREES 07 MINUTES 39 SECONDS EAST 86.47 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 13.00 FEET, HAVING A CHORD BEARING OF NORTH 48 DEGREES 39 MINUTES 25 SECONDS EAST, 20.06 FEET; THENCE SOUTH 85 DEGREES 33 MINUTES 30 SECONDS EAST 10.00 FEET; THENCE NORTH 04 DEGREES 32 MINUTES 13 SECONDS EAST 79.95 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 13.14 FEET; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 343.00 FEET, HAVING A CHORD BEARING OF NORTH 28 DEGREES 39 MINUTES 47 SECONDS WEST, 306.01 FEET TO A POINT OF TANGENCY; THENCE NORTH 54 DEGREES 13 MINUTES 17 SECONDS WEST 37.04 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 447.00 FEET, HAVING A CHORD BEARING OF NORTH 34 DEGREES 03 MINUTES 12 SECONDS WEST, 314.69 FEET TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 20.00 FEET, HAVING A CHORD BEARING OF NORTH 78 DEGREES 23 MINUTES 13 SECONDS WEST, 45.03 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 730.00 FEET, HAVING A CHORD BEARING OF SOUTH 35 DEGREES 04 MINUTES 36 SECONDS WEST, 51.84 FEET TO A POINT OF TANGENCY; THENCE SOUTH 33 DEGREES 02 MINUTES 31 SECONDS WEST 169.09 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 205.00 FEET, HAVING A CHORD BEARING OF SOUTH 22 DEGREES 09 MINUTES 21 SECONDS WEST, 82.60 FEET; THENCE SOUTH 04 DEGREES 35 MINUTES 24 SECONDS WEST 841.58 FEET; THENCE SOUTH 88 DEGREES 48 MINUTES 26 SECONDS WEST 40.20 FEET TO THE PLACE OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.)

(AFFECTS A PORTION OF PARCEL 1)

AM 28. NOTE: THE LEGAL DESCRIPTION IN SCHEDULE A HAS BEEN AMENDED. FUTURE INSTRUMENTS SHOULD BE DRAFTED ACCORDINGLY.

AO 29. THE SURVEY PREPARED BY SDI CONSULTANTS, INC. LATEST REVISION 1/22/99 PROJECT NO. 98156 INDICATES AN OVERLAP OF THE EAST LINE OF THE 150' X 175' PARCEL OF LAND ONTO PARCEL 4 BY APPROXIMATELY 1.95 FEET AND 0.67 FEET.

(AFFECTS PARCEL 4)

AP 30. PROPOSED TRANSMISSION EASEMENT IN FAVOR OF _____, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED _____ AS DOCUMENT NO. _____, AND THE TERMS AND CONDITIONS THEREIN CONTAINED.

(AFFECTS: THAT PART OF THE WEST 1/2 OF SECTION 2, AND THAT PART OF SECTION 3 EAST AND WEST OF THE DES PLAINES RIVER, IN TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 3, WEST OF THE DES PLAINES RIVER WITH A LINE 600 FEET EAST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3; THENCE NORTH 01 DEGREES 56 MINUTES 48 SECONDS WEST ALONG SAID LINE 600 FEET EAST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTERLINE OF SECTION 3, A DISTANCE OF 75.26 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 56 MINUTES 48 SECONDS WEST ALONG SAID PARALLEL LINE 250.00 FEET; THENCE NORTH 87 DEGREES 59 MINUTES 45 SECONDS EAST 2468.04 FEET; THENCE NORTH 02 DEGREES 00 MINUTES 15 SECONDS WEST 97.27 FEET; THENCE NORTH 40 DEGREES 48 MINUTES 07 SECONDS WEST 463.53 FEET; THENCE NORTH 85 DEGREES 29 MINUTES 15 SECONDS WEST 123.23 FEET; THENCE NORTH 85 DEGREES 27 MINUTES 17 SECONDS WEST 90.41 FEET; THENCE SOUTH 86 DEGREES 17 MINUTES 09 SECONDS WEST 608.47 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES 25 SECONDS WEST 1356.68 FEET; THENCE NORTH 01 DEGREES 56 MINUTES 48 SECONDS WEST ALONG SAID LINE 600.00 FEET EAST OF AND PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SECTION 3, A DISTANCE OF 800.00 FEET; THENCE NORTH 88 DEGREES 00 MINUTES 25 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 270 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, WEST OF THE DES PLAINES RIVER 1169.78 FEET; THENCE NORTH 74 DEGREES 58 MINUTES 34 SECONDS EAST 899.66 FEET; THENCE NORTH 08 DEGREES 51 MINUTES 37 SECONDS EAST 554.86 FEET; THENCE SOUTH 85 DEGREES 30 MINUTES 23 SECONDS EAST 659.07 FEET; THENCE SOUTH 61 DEGREES 23 MINUTES 58 SECONDS EAST 288.02 FEET; THENCE SOUTH 84 DEGREES 47 MINUTES 41 SECONDS EAST 206.80 FEET; THENCE NORTH 82 DEGREES 53 MINUTES 35 SECONDS EAST 70.78 FEET; THENCE SOUTH 04 DEGREES 35 MINUTES 16 SECONDS WEST ALONG THE WESTERLY TOP VERTICAL FACE OF THE MAIN CHANNEL OF THE SANITARY

DISTRICT OF CHICAGO AS SAID FACE EXISTED ON SEPTEMBER 20, 1937, A DISTANCE OF 175.06 FEET; THENCE NORTH 85 DEGREES 47 MINUTES 15 SECONDS WEST 105.39 FEET; THENCE NORTH 61 DEGREES 23 MINUTES 58 SECONDS WEST 497.05 FEET; THENCE SOUTH 21 DEGREES 32 MINUTES 05 SECONDS WEST 361.24 FEET; THENCE NORTH 85 DEGREES 33 MINUTES 53 SECONDS WEST 79.79 FEET; THENCE NORTH 04 DEGREES 35 MINUTES 24 SECONDS EAST 334.37 FEET; THENCE WESTERLY ALONG THE ARC OF A NONTANGENTIAL CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 403.61 FEET, HAVING A CHORD BEARING OF NORTH 89 DEGREES 37 MINUTES 10 SECONDS WEST, 351.51 FEET; THENCE SOUTH 04 DEGREES 35 MINUTES 24 SECONDS WEST 1226.03 FEET; THENCE SOUTH 40 DEGREES 48 MINUTES 07 SECONDS EAST 259.02 FEET; THENCE NORTH 28 DEGREES 24 MINUTES 06 SECONDS EAST 485.11 FEET; THENCE NORTH 40 DEGREES 03 MINUTES 31 SECONDS WEST 83.02 FEET; THENCE NORTH 04 DEGREES 35 MINUTES 24 SECONDS EAST 62.72 FEET; THENCE SOUTH 85 DEGREES 24 MINUTES 36 SECONDS EAST 31.11 FEET; THENCE NORTH 04 DEGREES 35 MINUTES 24 SECONDS EAST 19.62 FEET; THENCE SOUTH 40 DEGREES 03 MINUTES 31 SECONDS EAST 174.17 FEET; THENCE SOUTH 28 DEGREES 24 MINUTES 06 SECONDS WEST 569.92 FEET; THENCE SOUTH 40 DEGREES 48 MINUTES 07 SECONDS EAST 383.26 FEET; THENCE NORTH 87 DEGREES 13 MINUTES 31 SECONDS EAST 443.30 FEET; THENCE NORTH 52 DEGREES 26 MINUTES 02 SECONDS EAST 170.41 FEET; THENCE SOUTH 04 DEGREES 35 MINUTES 16 SECONDS WEST ALONG THE WESTERLY TOP VERTICAL FACE OF SAID MAIN CHANNEL 365.08 FEET; THENCE SOUTH 56 DEGREES 17 MINUTES 41 SECONDS WEST 177.55 FEET; THENCE SOUTH 87 DEGREES 59 MINUTES 45 SECONDS WEST 2956.93 FEET TO THE PLACE OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.)

(AFFECTS PARCEL 2 AND A PORTION OF PARCEL 1)

AQ 31. THE LAND DESCRIBED IN THIS COMMITMENT/POLICY SHALL NOT BE DEEMED TO INCLUDE ANY TRAILERS STANDING ON THE LAND.

(AFFECTS A PORTION OF PARCEL 1)

AR 32. PROPOSED DISTRIBUTION EASEMENT IN FAVOR OF _____, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED _____ AS DOCUMENT NO. _____, AND THE TERMS AND CONDITIONS THEREIN CONTAINED.

(AFFECTS PART OF PARCELS 1, 3 AND 4)

** END **

COMMITMENT FOR TITLE INSURANCE

Bloom Sale
Tract

Chicago Title Insurance Company

Providing Title Related Services Since 1847

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A (which policy or policies cover title risks and are subject to the Exclusions from Coverage and the Conditions and Stipulations as contained in said policy/ies) in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedules A and B hereof and to the Commitment Conditions and Stipulations which are hereby incorporated by reference and made a part of the Commitment. A complete copy of the Commitment Conditions and Stipulations is available upon request and such include, but are not limited to, the proposed Insured's obligation to disclose, in writing, knowledge of any additional defects, liens, encumbrances, adverse claims or other matters which are not contained in the Commitment; provisions that the Company's liability shall in no event exceed the amount of the policy/ies as stated in Schedule A hereof, must be based on the terms of this Commitment, shall be only to the proposed Insured and shall be only for actual loss incurred in good faith reliance on this Commitment; and provisions relating to the General Exceptions, to which the policy/ies will be subject unless the same are disposed of to the satisfaction of the Company.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by issuance of a revised Commitment.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment is based upon a search and examination of Company records and/or public records by the Company. Utilization of the information contained herein by an entity other than the Company or a member of the Chicago Title and Trust Family of Title Insurers for the purpose of issuing a title commitment or policy or policies shall be considered a violation of the proprietary rights of the Company of its search and examination work product.

This Commitment shall not be valid or binding until signed by an authorized signatory.

Issued By:

CHICAGO TITLE INSURANCE COMPANY
171 N. CLARK STREET
CHICAGO, IL 60601

Refer Inquiries To:

(312)223-3005

CHICAGO TITLE INSURANCE COMPANY

By Harry S. Gen

Authorized Signatory

Commitment No.: 1401 007796261 D2

DSJ66A 4/96 GJC 02/19/99

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

YOUR REFERENCE: BLOOM SALE TRACT

ORDER NO.: 1401 007796261 D2

EFFECTIVE DATE: DECEMBER 17, 1998

1. POLICY OR POLICIES TO BE ISSUED:

   OWNER'S POLICY: ALTA OWNERS 1992
   AMOUNT: $10,000.00
   PROPOSED INSURED: TO COME

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT AND COVERED HEREIN IS A FEE SIMPLE UNLESS OTHERWISE NOTED.

3. TITLE TO SAID ESTATE OR INTEREST IN SAID LAND IS AT THE EFFECTIVE DATE VESTED IN:

   COMMONWEALTH EDISON COMPANY, A CORPORATION OF ILLINOIS

4. MORTGAGE OR TRUST DEED TO BE INSURED:

   NONE

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 007796261 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE NORTH 800 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE WEST 150 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 100 FEET OF THE NORTH 69 ACRES OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 800 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ORDER NO.: 1401 007796261 D2

1. IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:

   A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY;

   B. A PROPERLY EXECUTED ALTA STATEMENT;

   C. UTILITY LETTERS FROM THE MUNICIPALITY OR COUNTY (IF UNINCORPORATED), LOCAL GAS, ELECTRIC AND TELEPHONE COMPANIES AND IF APPLICABLE, THE LOCAL CABLE TELEVISION COMPANY AND WESTERN UNION.

   MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

   NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

2. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

A 3.

   1. TAXES FOR THE YEAR(S) 1998
      1998 TAXES ARE NOT YET DUE OR PAYABLE.

   1A. NOTE: 1997 FIRST INSTALLMENT WAS DUE MARCH 03, 1998
       NOTE: 1997 FINAL INSTALLMENT WAS DUE OCTOBER 28, 1998

PERM TAX#	PCL	YEAR	1ST INST	STAT	2ND INST	STAT
32-27-400-015-0000	1 OF 1	1997	$82,237.94	PAID	$55,301.10	PAID

AFFECTS LAND AND OTHER PROPERTY

* *

B 4. MORTGAGE DATED JULY 1, 1923 AND RECORDED DECEMBER 18, 1923 AS DOCUMENT 8223555 MADE BY THE COMMONWEALTH EDISON COMPANY TO CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO AND DONALD W. ALFVIN AS TRUSTEE AND CO-TRUSTEE FOR THE ISSUANCE OF BONDS.
SUPPLEMENTED BY INSTRUMENTS RECORDED AS DOCUMENT LR688057, 11631374,11122143,11123715, 12168744, 12324777, 13379014, 13480378, 13865859, 14369941, 15390637, 15583011, 15901657, 16603962, 16852596, 17186196, 17828520, 19785463 19982885, 20019433, 20099951, 20099950, 20397300, 20548730, 20632668, 20792422 LR2372142, 21056032, 21134826, 21217529, 21280227, 21369565, 21544973, 21564044, 21938488, LR2698097, 22362058, 22377042, 22383641, 22383640, 22516559, 22522646, 22673724, LR2745879, 22709696,

22751035, 22751036, 22776832, 22953475, 23010856, 23118834, 23184087, 23246702, 23302469, AND 23421700

(AFFECTS LAND AND OTHER PROPERTY)

C 5. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.

D 6. WE SHOULD BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND, OR, IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY SUCH PROPERTY MANAGER.

E 7. NOTE: THE LAND DESCRIBED IN SCHEDULE A EITHER IS UNSUBDIVIDED PROPERTY OR CONSTITUTES PART OF A SUBDIVIDED LOT. AS A RESULT, A PLAT ACT AFFIDAVIT SHOULD ACCOMPANY ANY CONVEYANCE TO BE RECORDED. IN THE ALTERNATIVE, COMPLIANCE SHOULD BE HAD WITH THE PROVISIONS OF THE PLAT ACT (765 ILCS 205/1 ET SEQ.).

F 8. NOTE: IT APPEARS THAT THE AMOUNT OF INSURANCE STATED IN SCHEDULE A MAY BE LESS THAN 80 PERCENT OF THE LESSER OF: (1) THE VALUE OF THE INSURED ESTATE OR INTEREST OR (2) THE FULL CONSIDERATION PAID FOR THE LAND. YOUR ATTENTION IS DIRECTED TO THOSE PROVISIONS OF PARAGRAPH 7(B) OF THE CONDITIONS AND STIPULATIONS OF THE OWNER'S POLICY WHICH PROVIDE THAT IN SUCH CASE, THE COMPANY MAY ONLY BE OBLIGATED TO PAY PART OF ANY LOSS INSURED AGAINST UNDER THE TERMS OF THE POLICY.

THE ABOVE NOTE IS SHOWN FOR YOUR INFORMATION WITH RESPECT TO THE OWNER'S POLICY ONLY AND WILL NOT APPEAR ON SUCH POLICY. NEVERTHELESS, SUCH OMISSION SHOULD NOT BE CONSTRUED TO MEAN THAT SUCH POLICY IS NOT SUBJECT TO THOSE PROVISIONS OF PARAGRAPH 7(B) OF THE CONDITIONS AND STIPULATIONS REFERRED TO IN THE NOTE. IF, HOWEVER, THE NOTE IS STAMPED "WAIVED" ON THE FACE OF THIS COMMITMENT, SUCH WAIVER SHALL BE DEEMED AN ACKNOWLEDGMENT BY THE COMPANY THAT THE AMOUNT OF INSURANCE STATED IN SCHEDULE A HEREIN IS, FOR THE PURPOSES OF SAID PARAGRAPH 7(B), NOT LESS THAN 80 PERCENT OF THE LESSER OF THE VALUE OF THE INSURED ESTATE OR INTEREST OR THE FULL CONSIDERATION PAID FOR THE LAND.

G 9. GRANT OF EASEMENT RECORDED JANUARY 30, 1968 AS DOCUMENT 20391786 TO LAKE HEAD PIPE LINE COMPANY, INC., CORPORATION OF DELAWARE, GRANTING A RIGHT OF WAY AND PERPETUAL EASEMENT TO CONSTRUCT, OPERATE, MAINTAIN, INSPECT (INCLUDING AERIAL PATROL), REMOVE, REPLACE AND RECONSTRUCT ONE PIPELINE TOGETHER WITH VALVES, FITTINGS, PROTECTIVE APPARATUS AND ALL OTHER EQUIPMENT AND APPURTENANCES AS MAY BE CONVENIENT IN CONNECTION THEREWITH FOR THE TRANSPORTATION OF OIL, OTHER LIQUID HYDROCARBONS AND ANY PRODUCT THEREOF OR ANY MATERIAL SUBSTANCE WHICH CAN BE CONVEYED THROUGH A PIPELINE ON, OVER, UNDER AND ACROSS A PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS MORE PARTICULARLY DESCRIBED IN DOCUMENT 19799072. THE RIGHT OF WAY BEING DESCRIBED AS 25 FEET IN WIDTH SHALL BE ADJACENT TO AND PARALLEL WITH THE EAST RIGHT OF WAY OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY.

(AFFECTS PART LAND AND OTHER PROPERTY)

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1401 007796261 D2

H 10. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND TAKEN OR USED FOR SAUK TRAIL.

(AFFECTS PART LAND AND OTHER PROPERTY)

I 11. RIGHT OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES, OTHER THAN SAUK TRAIL.

J 12. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS, LATERALS AND UNDERGROUND PIPES, IF ANY.

K 13. NOTE FOR INFORMATION (ENDORSEMENT REQUESTS):

ALL ENDORSEMENT REQUESTS SHOULD BE MADE PRIOR TO CLOSING TO ALLOW AMPLE TIME FOR THE COMPANY TO EXAMINE REQUIRED DOCUMENTATION.

(THIS NOTE WILL BE WAIVED FOR POLICY).

L 14. RAILROAD RIGHT OF WAY, SWITCH AND SPUR TRACKS ETC

M 15. PROPOSED TRANSMISSION EASEMENT AS CREATED BY - DATED - AND RECORDED - AS DOCUMENT - BY AND BETWEEN - AND COMMONWEALTH EDISON OVER THE FOLLOWING DESCRIBED PROPERTY:

-.

(AFFECTS PART LAND)

N 16. PROPOSED INGRESS AND EGRESS EASEMENT AS CREATED BY - DATED - AND RECORDED - AS DOCUMENT - BY AND BETWEEN - AND COMMONWEALTH EDISON OVER THE FOLLOWING DESCRIBED PROPERTY:

-.

(AFFECTS PART LAND)

** END **

COMMITMENT FOR TITLE INSURANCE

Calumet Sale Tract

Chicago Title Insurance Company

Providing Title Related Services Since 1847

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A (which policy or policies cover title risks and are subject to the Exclusions from Coverage and the Conditions and Stipulations as contained in said policy/ies) in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedules A and B hereof and to the Commitment Conditions and Stipulations which are hereby incorporated by reference and made a part of the Commitment. A complete copy of the Commitment Conditions and Stipulations is available upon request and such include, but are not limited to, the proposed Insured's obligation to disclose, in writing, knowledge of any additional defects, liens, encumbrances, adverse claims or other matters which are not contained in the Commitment; provisions that the Company's liability shall in no event exceed the amount of the policy/ies as stated in Schedule A hereof, must be based on the terms of this Commitment, shall be only to the proposed Insured and shall be only for actual loss incurred in good faith reliance on this Commitment; and provisions relating to the General Exceptions, to which the policy/ies will be subject unless the same are disposed of to the satisfaction of the Company.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by issuance of a revised Commitment.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment is based upon a search and examination of Company records and/or public records by the Company. Utilization of the information contained herein by an entity other than the Company or a member of the Chicago Title and Trust Family of Title Insurers for the purpose of issuing a title commitment or policy or policies shall be considered a violation of the proprietary rights of the Company of its search and examination work product.

This Commitment shall not be valid or binding until signed by an authorized signatory.

Issued By:

CHICAGO TITLE INSURANCE COMPANY
171 N. CLARK STREET
CHICAGO, IL 60601

Refer Inquiries To:

(312)223-3005

CHICAGO TITLE INSURANCE COMPANY

By

Authorized Signatory

Commitment No.: 1401 007796267 D2

DSJ66A 4/96 GJC 02/19/99

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

YOUR REFERENCE: CALUMET STATION SALE TRACT ORDER NO.: 1401 007796267 D2

EFFECTIVE DATE: DECEMBER 17, 1998

1. POLICY OR POLICIES TO BE ISSUED:

   OWNER'S POLICY: ALTA OWNERS 1992
   AMOUNT: $10,000.00
   PROPOSED INSURED: TO COME

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT AND COVERED HEREIN IS A FEE SIMPLE UNLESS OTHERWISE NOTED.

3. TITLE TO SAID ESTATE OR INTEREST IN SAID LAND IS AT THE EFFECTIVE DATE VESTED IN:

   COMMONWEALTH EDISON COMPANY, A CORPORATION OF ILLINOIS

4. MORTGAGE OR TRUST DEED TO BE INSURED:

   NONE

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 007796267 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE, LYING EAST OF THE C. AND W.I. RAILROAD RIGHT OF WAY, NORTH OF THE NORTH LINE OF 100TH BOULEVARD AND WEST OF THE WEST DOCK LINE OF THE CALUMET RIVER AS ESTABLISHED BY ORDINANCE PASSED FEBRUARY 25, 1921 AS DOCUMENT #7149924, IN COOK COUNTY, ILLINOIS FURTHER DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7 AND THE SAID WEST DOCK LINE OF THE CALUMET RIVER; THENCE ALONG SAID WEST DOCK LINE SOUTH 19 DEGREES 59 MINUTES 39 SECONDS EAST, 520.00 FEET; THENCE CONTINUING ALONG SAID WEST DOCK LINE SOUTH 02 DEGREES 19 MINUTES 34 SECONDS WEST, 763.57 FEET TO THE NORTH LINE OF 100TH BOULEVARD; THENCE ALONG THE NORTH LINE OF SAID 100TH BOULEVARD SOUTH 89 DEGREES 13 MINUTES 28 SECONDS WEST, 119.51 FEET; THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 63 DEGREES 15 MINUTES 43 SECONDS WEST, 16.20 FEET; THENCE THROUGH A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1040.55 FEET, AN ARC DISTANCE OF 234.80 FEET; THENCE THROUGH A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 1144.32 FEET, AN ARC DISTANCE OF 43.30 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 39 SECONDS WEST, 448.64 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 21 SECONDS WEST, 380.00 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 39 SECONDS WEST, 253.00 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 21 SECONDS WEST, 4.00 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 39 SECONDS WEST, 33.50 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 21 SECONDS EAST 5.00 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 39 SECONDS WEST 122.36 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 21 SECONDS EAST, 60.25 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 39 SECONDS WEST, 168.00 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 21 SECONDS WEST, 60.25 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 39 SECONDS WEST, 288.50 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 7; THENCE ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 SECTION 7 NORTH 89 DEGREES 38 MINUTES 21 SECONDS EAST, 646.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ORDER NO.: 1401 007796267 D2

1. IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:

   A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY;

   B. A PROPERLY EXECUTED ALTA STATEMENT;

   C. UTILITY LETTERS FROM THE MUNICIPALITY OR COUNTY (IF UNINCORPORATED), LOCAL GAS, ELECTRIC AND TELEPHONE COMPANIES AND IF APPLICABLE, THE LOCAL CABLE TELEVISION COMPANY AND WESTERN UNION.

   MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

   NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

2. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

A 3. THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS, IF ANY, AS MAY BE DEEMED NECESSARY UPON COMPLETION OF OUR TAX AND SPECIAL ASSESSMENT SEARCH FOR TAX PARCEL NO. 26-07-200-012-0000, WHICH AFFECTS LAND AND OTHER PROPERTY.

B 4. THE FOLLOWING DESCRIBED PORTION OF THE LAND APPARENTLY IS NOT ASSESSED FOR GENERAL REAL ESTATE TAXES FOR THE YEAR(S) 1997 AND PRIOR:

   THAT PORTION LYING WITHIN THE CALUMET RIVER.

   THIS COMMITMENT/POLICY IS SUBJECT TO SAID TAXES.

D 5. MORTGAGE DATED JULY 1, 1923 AND RECORDED DECEMBER 18, 1923 AS DOCUMENT 8223555 MADE BY THE COMMONWEALTH EDISON COMPANY TO CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO AND DONALD W. ALFVIN AS TRUSTEE AND CO-TRUSTEE FOR THE ISSUANCE OF BONDS.
   SUPPLEMENTED BY INSTRUMENTS RECORDED AS DOCUMENT LR688057, 11631374,11122143,11123715, 12168744, 12324777, 13379014, 13480378, 13865859, 14369941, 15390637, 15583011, 15901657, 16603962, 16852596, 17186196, 17828520, 19785463 19982885, 20019433, 20099951, 20099950, 20397300, 20548730, 20632668, 20792422 LR2372142, 21056032, 21134826, 21217529, 21280227, 21369565, 21544973, 21564044, 21938488, LR2698097, 22362058, Z2377042, 22383641, 22383640, 22516559, 22522646, 22673724, LR2745879, 22709696, 22751035, 22751036, 22776832, 22953475, 23010856, 23118834, 23184087, 23246702, 23302469, AND 23421700

   (AFFECTS LAND AND OTHER PROPERTY)

E 6. NOTE: IT APPEARS THAT THE AMOUNT OF INSURANCE STATED IN SCHEDULE A MAY BE LESS THAN 80 PERCENT OF THE LESSER OF: (1) THE VALUE OF THE INSURED ESTATE OR INTEREST OR (2) THE FULL CONSIDERATION PAID FOR THE LAND. YOUR ATTENTION IS DIRECTED TO THOSE PROVISIONS OF PARAGRAPH 7(B) OF THE CONDITIONS AND STIPULATIONS OF THE OWNER'S POLICY WHICH PROVIDE THAT IN SUCH CASE, THE COMPANY MAY ONLY BE OBLIGATED TO PAY PART OF ANY LOSS INSURED AGAINST UNDER THE TERMS OF THE POLICY.

THE ABOVE NOTE IS SHOWN FOR YOUR INFORMATION WITH RESPECT TO THE OWNER'S POLICY ONLY AND WILL NOT APPEAR ON SUCH POLICY. NEVERTHELESS, SUCH OMISSION SHOULD NOT BE CONSTRUED TO MEAN THAT SUCH POLICY IS NOT SUBJECT TO THOSE PROVISIONS OF PARAGRAPH 7(B) OF THE CONDITIONS AND STIPULATIONS REFERRED TO IN THE NOTE. IF, HOWEVER, THE NOTE IS STAMPED "WAIVED" ON THE FACE OF THIS COMMITMENT, SUCH WAIVER SHALL BE DEEMED AN ACKNOWLEDGMENT BY THE COMPANY THAT THE AMOUNT OF INSURANCE STATED IN SCHEDULE A HEREIN IS, FOR THE PURPOSES OF SAID PARAGRAPH 7(B), NOT LESS THAN 80 PERCENT OF THE LESSER OF THE VALUE OF THE INSURED ESTATE OR INTEREST OR THE FULL CONSIDERATION PAID FOR THE LAND.

F 7. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.

G 8. WE SHOULD BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND, OR, IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY SUCH PROPERTY MANAGER.

H 9. NOTE: THE LAND DESCRIBED IN SCHEDULE A EITHER IS UNSUBDIVIDED PROPERTY OR CONSTITUTES PART OF A SUBDIVIDED LOT. AS A RESULT, A PLAT ACT AFFIDAVIT SHOULD ACCOMPANY ANY CONVEYANCE TO BE RECORDED. IN THE ALTERNATIVE, COMPLIANCE SHOULD BE HAD WITH THE PROVISIONS OF THE PLAT ACT (765 ILCS 205/1 ET SEQ.).

I 10. MUNICIPAL REAL ESTATE TRANSFER TAX STAMPS (OR PROOF OF EXEMPTION) MUST ACCOMPANY ANY CONVEYANCE AND CERTAIN OTHER TRANSFERS OF PROPERTY LOCATED IN CHICAGO. PLEASE CONTACT SAID MUNICIPALITY PRIOR TO CLOSING FOR ITS SPECIFIC REQUIREMENTS, WHICH MAY INCLUDE THE PAYMENT OF FEES, AN INSPECTION OR OTHER APPROVALS.

J 11. EASEMENT FOR JOINT USERS OF A STRIP OF LAND NOT TO EXCEED 40 FEET IN WIDTH, FALLING IN THAT PART OF THE NORTH 1/2 OF SECTION 7 AFORESAID (EXCEPT THE NORTHERLY 400 FEET OF THE EASTERLY 775.3 FEET MEASURED ON THE NORTH LINE AND 40 FOOT STRIP LYING W OF SAME) AND DESCRIBED IN DEED HEREINAFTER REFERRED TO FOR THE USES AND PURPOSES AND UPON AND SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS DESCRIBED IN AND BY A CERTAIN DEED FROM THE WASHINGTON ICE COMPANY OF CHICAGO RECORDED JULY 16, 1896 AS DOCUMENT 2417494.

(AFFECTS PART LAND AND OTHER PROPERTY)

K 12. RAILROAD RIGHT OF WAY, SWITCH AND SPUR TRACKS ETC

L 13. RIGHTS, IF ANY, OF THE UNITED STATES OF AMERICA, THE STATE OF ILLINOIS, THE MUNICIPALITY AND THE PUBLIC IN AND TO THAT PART OF THE LAND LYING WITHIN THE

BED OF THE CALUMET RIVER; AND THE RIGHTS OF OTHER OWNERS OF LAND BORDERING ON THE RIVER IN RESPECT TO THE WATER OF SAID RIVER.

N 14. RIGHT, TITLE AND INTEREST OF THE CITY OF CHICAGO TO A STRIP OF LAND ALONG THE EASTERLY PORTION OF THE NORTHERLY 400 FEET OF THE EASTERLY 775.3 FEET AS MEASURED IN NORTH LINE AND 40 FEET STRIP LYING WEST OF SAME FOR NAVIGATION PURPOSES AS SHOWN ON PLAT RECORDED AS DOCUMENT 1197089-7149923 BOOK 167 PAGE 4.

O 15. RIGHTS OF THE MUNICIPALITY AND THE PUBLIC IN AND TO THOSE PORTIONS OF THE LAND CONDEMNED FOR 100TH STREET IN CASE 44709.

P 16. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.

Q 17. TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS SET FORTH IN A PERMIT IN FAVOR OF THE DEPARTMENT OF THE ARMY FOR SHORE PROTECTION IN THE CALUMET RIVER, A COPY OF WHICH WAS RECORDED AS DOCUMENT 23383032.

R 18. COMMONWEALTH EDISON COMPANY, A CORPORATION OF ILLINOIS, GRANT TO THE PEOPLES GAS LIGHT AND COKE COMPANY, A CORPORATION OF ILLINOIS, ITS RESPECTIVE SUCCESSORS AND ASSIGNS, THE RIGHT TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED AS DOCUMENT NO. 11245449.

NOTE: SAID DOCUMENT DOES NOT STATE SPECIFICALLY WHERE EASEMENT EXISTS.

S 19. NOTE FOR INFORMATION (ENDORSEMENT REQUESTS):

ALL ENDORSEMENT REQUESTS SHOULD BE MADE PRIOR TO CLOSING TO ALLOW AMPLE TIME FOR THE COMPANY TO EXAMINE REQUIRED DOCUMENTATION.

(THIS NOTE WILL BE WAIVED FOR POLICY).

T 20. PROPOSED TRANSMISSION EASEMENT AS CREATED BY - DATED - AND RECORDED - AS DOCUMENT - BY AND BETWEEN - AND COMMONWEALTH EDISON OVER THE FOLLOWING DESCRIBED PROPERTY:

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(AFFECTS PART LAND)

U 21. PROPOSED 100 FOOT MICROWAVE AIR RIGHTS EASEMENT AS CREATED BY - DATED - AND RECORDED - AS DOCUMENT - BY AND BETWEEN - AND COMMONWEALTH EDISON OVER THE FOLLOWING DESCRIBED PROPERTY:

-.

(AFFECTS PART LAND)

v 22. PROPOSED 15 FOOT DISTRIBUTION EASEMENT AS CREATED BY - DATED - AND RECORDED - AS DOCUMENT - BY AND BETWEEN - AND COMMONWEALTH EDISON OVER THE FOLLOWING DESCRIBED PROPERTY:

-.

(AFFECTS PART LAND)

w 23. PROPOSED 30 FOOT MICROWAVE INGRESS AND EGRESS EASEMENT AS CREATED BY - DATED - AND RECORDED - AS DOCUMENT - BY AND BETWEEN - AND COMMONWEALTH EDISON OVER THE FOLLOWING DESCRIBED PROPERTY:

-.

(AFFECTS PART LAND)

** END **

COMMITMENT FOR TITLE INSURANCE

Electric Junction Sale

Chicago Title Insurance Company

Providing Title Related Services Since 1847

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A (which policy or policies cover title risks and are subject to the Exclusions from Coverage and the Conditions and Stipulations as contained in said policy/ies) in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedules A and B hereof and to the Commitment Conditions and Stipulations which are hereby incorporated by reference and made a part of the Commitment. A complete copy of the Commitment Conditions and Stipulations is available upon request and such include, but are not limited to, the proposed Insured's obligation to disclose, in writing, knowledge of any additional defects, liens, encumbrances, adverse claims or other matters which are not contained in the Commitment; provisions that the Company's liability shall in no event exceed the amount of the policy/ies as stated in Schedule A hereof, must be based on the terms of this Commitment, shall be only to the proposed Insured and shall be only for actual loss incurred in good faith reliance on this Commitment; and provisions relating to the General Exceptions, to which the policy/ies will be subject unless the same are disposed of to the satisfaction of the Company.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by issuance of a revised Commitment.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment is based upon a search and examination of Company records and/or public records by the Company. Utilization of the information contained herein by an entity other than the Company or a member of the Chicago Title and Trust Family of Title Insurers for the purpose of issuing a title commitment or policy or policies shall be considered a violation of the proprietary rights of the Company of its search and examination work product.

This Commitment shall not be valid or binding until signed by an authorized signatory.

Issued By:

CHICAGO TITLE INSURANCE COMPANY
P.O. BOX 827
WHEATON, IL 60189-0827

Refer Inquiries To:

(630)871-3500

CHICAGO TITLE INSURANCE COMPANY
By Harry S. Gerry
Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY CORPORATE SEAL

Commitment No.: 1410 009821813 UL

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

YOUR REFERENCE: ELECTRIC JUNCTION TSS 111 ORDER NO.: 1410 009821813 UL

EFFECTIVE DATE: DECEMBER 3, 1998

1. POLICY OR POLICIES TO BE ISSUED:

   OWNER'S POLICY: ALTA OWNERS 1992
   AMOUNT: $10,000.00
   PROPOSED INSURED: TO COME

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT AND COVERED HEREIN IS A FEE SIMPLE UNLESS OTHERWISE NOTED.

3. TITLE TO SAID ESTATE OR INTEREST IN SAID LAND IS AT THE EFFECTIVE DATE VESTED IN:

   COMMONWEALTH EDISON COMPANY, A CORPORATION OF ILLINOIS

4. MORTGAGE OR TRUST DEED TO BE INSURED:

   NONE

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1: THAT PART OF THE FOLLOWING DESCRIBED TRACT LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF THE AURORA, ELGIN AND CHICAGO RAILROAD: THAT PART OF SECTIONS 5, 6 AND 8, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE CORNER OF SECTIONS 5, 6, 7 AND 8 OF SAID TOWNSHIP; THENCE WEST ALONG THE SECTION LINE 4.25 CHAINS TO A STAKE; THENCE NORTH 9 DEGREES EAST 10.77 CHAINS TO THE SOUTH LINE OF WARNE FARM; THENCE SOUTH 88.25 DEGREES EAST ALONG THE SOUTH LINE OF SAID WARNE FARM 2.58 CHAINS TO THE SECTION LINE; THENCE SOUTH 88.25 DEGREES EAST ALONG THE LINE OF WARNE FARM 17.49 CHAINS TO THE CENTER OF BIG WOODS AND AURORA ROAD; THENCE SOUTH 86.25 DEGREES EAST 23.44 CHAINS TO A STAKE; THENCE SOUTH 3 DEGREES WEST 13.13 CHAINS TO A POST; THENCE NORTH 88.75 DEGREES WEST 14.50 CHAINS TO A POST; THENCE SOUTH 4.25 DEGREES WEST 17.18 CHAINS TO A POST; THENCE NORTH 85.75 DEGREES WEST 9 CHAINS TO A STAKE IN THE CENTER OF SAID BIG WOODS AND AURORA ROAD; THENCE NORTH 4.25 DEGREES EAST ALONG THE CENTER OF SAID ROAD 20.99 CHAINS; THENCE WEST 16.77 CHAINS TO THE POINT OF BEGINNING (EXCEPT A PARCEL OF LAND 95 FEET IN WIDTH LYING BETWEEN THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, AURORA AND ELGIN RAILROAD (FORMERLY THE AURORA-ELGIN AND CHICAGO RAILROAD) AND A LINE 95 FEET SOUTHERLY OF AND PARALLEL WITH AND MEASURED AT RIGHT ANGLES TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID RAILROAD ACROSS THE ABOVE DESCRIBED LAND; ALSO EXCEPT THAT PART TAKEN FOR ROADWAY PURPOSES OF REALIGNED AND WIDENED EOLA ROAD), IN DU PAGE COUNTY, ILLINOIS

PARCEL 2: THAT PART OF THE FOLLOWING DESCRIBED TRACT LYING EAST OF THE CENTER LINE OF EOLA ROAD DESCRIBED AS FOLLOWS: THAT PART OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE WEST QUARTER SECTION CORNER OF SAID SECTION 8; THENCE SOUTH 0.5 DEGREES WEST ALONG THE SECTION LINE 292.38 FEET; THENCE NORTH 88 DEGREES 14.5 MINUTES WEST ALONG AN OLD FENCE LINE 685.74 FEET; THENCE NORTH 1 DEGREES 13.5 MINUTES EAST ALONG AN OLD FENCE LINE 988.7 FEET TO THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS ASHLEY OR POSS ROAD; THENCE SOUTH 87 DEGREES 35 MINUTES EAST ALONG SAID CENTER LINE 1657.7 FEET TO THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS EOLA ROAD FOR A POINT OF BEGINNING; THENCE NORTH 5 DEGREES 14 MINUTES EAST ALONG SAID CENTER LINE 609.53 FEET TO THE SOUTHWEST CORNER OF THE FORMER MEREDITH TRACT; THENCE SOUTH 84 DEGREES 52 MINUTES EAST ALONG THE SOUTH LINE OF SAID TRACT 595.1 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 5 DEGREES 08 MINUTES EAST ALONG THE EAST LINE OF SAID TRACT 576.7 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, AURORA AND ELGIN RAILROAD; THENCE NORTH 79 DEGREES 05 MINUTES EAST ALONG SAID LINE 1002.8 FEET; THENCE SOUTH 4 DEGREES 14 MINUTES WEST ALONG AN OLD HEDGE AND FENCE LINE 1397.7 FEET; THENCE SOUTH 87 DEGREES 14 MINUTES EAST ALONG AN OLD FENCE LINE 906.85 FEET TO THE WEST LINE OF THE RIGHT OF WAY OF THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS; THENCE SOUTH 4 DEGREES 04 MINUTES WEST ALONG SAID LINE 917.1 FEET TO THE NORTH LINE OF THE HENRY W. SCHELLING FARM; THENCE NORTH 88 DEGREES 24 MINUTES WEST ALONG SAID LINE 2491.26 FEET TO THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS EOLA ROAD; THENCE NORTH 5 DEGREES 14 MINUTES EAST ALONG SAID CENTER LINE 968 FEET, MORE OR LESS, TO THE POINT OF BEGINNING (EXCEPT THAT PARCEL OF LAND 95 FEET IN WIDTH LYING BETWEEN THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, AURORA AND ELGIN RAILROAD AND A LINE 95 FEET SOUTHERLY OF AND PARALLEL WITH MEASURED AT RIGHT ANGLES TO SAID SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, AURORA AND ELGIN RAILROAD, AS CONVEYED BY DOCUMENT 668541 RECORDED NOVEMBER 26, 1952 AND ALSO EXCEPT LOT 1 OF MERLE HARRIS PLAT OF LOT 1, BEING PART

OF TRACT 6 IN THE ASSESSMENT PLAT OF THE CULVER FARM AND THE HARRIS FARM, BEING THE SCHELLING ESTATE IN SECTIONS 5, 6, 7 AND 8, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID MERLE HARRIS PLAT OF LOT 1 RECORDED DECEMBER 7, 1960 AS DOCUMENT 989811), IN DU PAGE COUNTY, ILLINOIS

PARCEL 3: LOT 6 IN THE ASSESSMENT PLAT OF LANDS OF JAMES L. NICHOLS ESTATE IN SECTIONS 4, 5, 8 AND 9, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 1, 1949 AS DOCUMENT 563662 AND RE-RECORDED FEBRUARY 8, 1950 AS DOCUMENT 586056 (EXCEPTING THEREFROM A PARCEL OF LAND 95 FEET IN WIDTH LYING BETWEEN THE SOUTHERLY RIGHT OF WAY OF THE CHICAGO, AURORA AND ELGIN RAILROAD AND A LINE 95 FEET SOUTHERLY OF AND PARALLEL WITH AND MEASURED AT RIGHT ANGLES TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID RAILROAD), IN DU PAGE COUNTY, ILLINOIS

EXCEPTING FROM ALL OF SAID PARCELS ABOVE THOSE PARTS LYING SOUTHERLY OF THE SOUTH LINE AND SOUTH LINE EXTENDED EAST OF THE AFORESAID FORMER MEREDITH TRACT, SAID SOUTH LINE BEARING SOUTH 84 DEGREES 52 MINUTES EAST, IN DU PAGE COUNTY, ILLINOIS

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ORDER NO.: 1410 009821813 UL

1. IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:

   A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY;

   B. A PROPERLY EXECUTED ALTA STATEMENT;

   C. UTILITY LETTERS FROM THE MUNICIPALITY OR COUNTY (IF UNINCORPORATED), LOCAL GAS, ELECTRIC AND TELEPHONE COMPANIES AND IF APPLICABLE, THE LOCAL CABLE TELEVISION COMPANY AND WESTERN UNION.

   MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

   NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

2. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

3. NOTE FOR ADDITIONAL INFORMATION: THE DUPAGE COUNTY RECORDER REQUIRES THAT ANY DOCUMENTS PRESENTED FOR RECORDING CONTAIN THE FOLLOWING INFORMATION:

   A. THE NAME AND ADDRESS OF THE PARTY WHO PREPARED THE DOCUMENT;
   B. THE NAME AND ADDRESS OF THE PARTY TO WHOM THE DOCUMENT SHOULD BE MAILED AFTER RECORDING;
   C. ALL PERMANENT REAL ESTATE TAX INDEX NUMBERS OF ANY PROPERTY LEGALLY DESCRIBED IN THE DOCUMENT;
   D. THE ADDRESS OF ANY PROPERTY LEGALLY DESCRIBED IN THE DOCUMENT;
   E. ALL DEEDS SHOULD CONTAIN THE ADDRESS OF THE GRANTEE AND SHOULD ALSO NOTE THE NAME AND ADDRESS OF THE PARTY TO WHOM THE TAX BILLS SHOULD BE SENT.
   F. ANY DEEDS CONVEYING UNSUBDIVIDED LAND, OR, PORTIONS OF SUBDIVIDED LAND, MAY NEED TO BE ACCOMPANIED BY A PROPERLY EXECUTED "PLAT ACT AFFIDAVIT."

   IN ADDITION, PLEASE NOTE THAT THE MUNICIPALITIES OF ADDISON, AURORA, BARTLETT, BOLINGBROOK, CAROL STREAM, ELK GROVE VILLAGE, ELMHURST, GLENDALE HEIGHTS, GLEN ELLYN, HANOVER PARK, NAPERVILLE, SCHAUMBURG, WHEATON AND WOODRIDGE HAVE ENACTED TRANSFER TAX ORDINANCES. TO RECORD A CONVEYANCE OF LAND LOCATED IN THESE MUNICIPALITIES, THE REQUIREMENTS OF THE TRANSFER TAX ORDINANCES MUST BE MET. A CONVEYANCE OF PROPERTY IN THESE CITIES MAY NEED TO HAVE THE APPROPRIATE TRANSFER TAX STAMPS AFFIXED BEFORE IT CAN BE RECORDED.

   FURTHERMORE, ALL DEEDS AND MORTGAGES SHOULD INCLUDE THE CURRENT MARITAL STATUS OF ALL INDIVIDUAL PARTIES, WHERE APPROPRIATE. A SPOUSE OF AN INDIVIDUAL GRANTOR OR MORTGAGOR MAY HAVE TO SIGN THE DEED OR MORTGAGE IN ORDER TO RELEASE ANY APPLICABLE HOMESTEAD INTEREST.

   THIS EXCEPTION WILL NOT APPEAR ON THE POLICY WHEN ISSUED.

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1410 009821813 UL

N 4. TAXES FOR THE YEAR 1998.

TAXES FOR THE YEAR 1998 ARE NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER: 07-08-104-005 - AFFECTS TRACT 6 IN ASSESSMENT PLAT OF CULVER & HARRIS FARMS (EXCEPT COM ED TRACT AND EXCEPT MERLE HARRIS PLAT OF LOT 1).

NOTE: TAXES FOR THE YEAR 1997, AMOUNTING TO $1366.18, ARE PAID OF RECORD.

AF 5. TAXES FOR THE YEAR 1998.

TAXES FOR THE YEAR 1998 ARE NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER: 07-08-201-004 - AFFECTS LOT 6 IN JAMES L. NICHOLS ESTATE ASSESSMENT PLAT - PARCEL 5

NOTE: TAXES FOR THE YEAR 1997, AMOUNTING TO $28,812.58, ARE PAID OF RECORD.

AG 6. TAXES FOR THE YEAR 1998.

TAXES FOR THE YEAR 1998 ARE NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER: 07-08-104-006 - AFFECTS A FARM HOMESITE IN THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING APPROXIMATELY THE NORTH 250 FEET OF THE WEST 300 FEET LYING SOUTH OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY AND EAST OF EOLA ROAD, MEASURED PARALLEL TO THE NORTH AND WEST LINES - PART OF PARCEL 6)

NOTE: TAXES FOR THE YEAR 1997, AMOUNTING TO $3287.36, ARE PAID OF RECORD.

AH 7. TAXES FOR THE YEAR 1998.

TAXES FOR THE YEAR 1998 ARE NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER: 07-08-104-007 - AFFECTS THAT PART OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY, EAST OF EOLA ROAD AND NORTH AND WEST OF TRACT 6 OF CULVER & HARRIS FARM EXCEPT A FARM HOMESITE IN THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING APPROXIMATELY THE NORTH 250 FEET OF THE WEST 300 FEET LYING SOUTH OF THE COMMONWEALTH EDISQN COMPANY RIGHT OF WAY AND EAST OF EOLA ROAD, MEASURED PARALLEL TO THE NORTH AND WEST LINES - PART OF PARCEL 6

NOTE: TAXES FOR THE YEAR 1997, AMOUNTING TO $38.90, ARE PAID OF RECORD.

O 8. MORTGAGE DATED JULY 1, 1923 AND RECORDED DECEMBER 20, 1938 AS DOCUMENT 395824, AND SUPPLEMENTAL INDENTURES THERETO, MADE BY COMMONWEALTH EDISON COMPANY TO CONTINENTAL BANK, NATIONAL ASSOCIATION, AS TRUSTEE AND M. J. KRUGER, AS CO-TRUSTEE, TO SECURE A NOTE DESCRIBED THEREIN.

(AFFECTS THE LAND AND OTHER PROPERTY)

D 9. JUDGMENTS, DECREES, PENDING PROCEEDINGS, LIENS AND ENCUMBRANCES OF A GENERAL OR SPECIFIC NATURE WHICH MAY BE AGAINST THE COMMONWEALTH EDISON COMPANY.

C 10. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.

T 11. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS THE MUNICIPALITY, AND DUPAGE COUNTY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES AS DESCRIBED IN THE GRANT FOR PUBLIC HIGHWAY TO THE DUPAGE COUNTY, DIVISION OF TRANSPORTATION RECORDED JUNE 7, 1994, AS DOCUMENT R94-127715

(AFFECTS PARCEL 1)

E 12. RIGHT OF WAY AGREEMENT BY ARTHUR M. HARRIS AND CLARA HARRIS TO TEXAS ILLINOIS NATURAL GAS PIPELINE COMPANY DATED AUGUST 8, 1956 AND RECORDED AUGUST 23, 1956 AS DOCUMENT 813149 AND CORRECTED BY DOCUMENT 875482, TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, REPAIR, ALTER, REPLACE, MOVE AND REMOVE A PIPELINE FOR THE TRANSPORTATION OF NATURAL GAS UNDER, UPON, OVER AND THROUGH THE LAND AND OTHER LAND NOT NOW IN QUESTION.

(AFFECTS THAT PART OF THE LAND FALLING WITHIN THE EAST HALF OF EOLA ROAD)

(AFFECTS PARCEL 2)

F 13. TEXAS ILLINOIS NATURAL GAS PIPELINE COMPANY CONVEYED ALL ITS RIGHT, TITLE AND INTEREST TO THE RIGHT OF WAY AND GRANT NOTED ABOVE TO GULF COAST NATURAL GAS PIPELINE COMPANY DATED DECEMBER 15, 1959 AND RECORDED DECEMBER 16, 1959 AS DOCUMENT 950633.

NOTE: PEOPLES GULF COAST NATURAL GAS PIPELINE COMPANY CONVEYED ALL ITS RIGHT, TITLE, CLAIM AND INTEREST TO THE PIPELINE EASEMENTS NOTED ABOVE TO NATURAL GAS PIPELINE COMPANY OF AMERICA DATED OCTOBER 3, 1960 AND RECORDED OCTOBER 3, 1960 AS DOCUMENT 981822.

(AFFECTS THAT PART OF THE LAND FALLING WITHIN THE EAST HALF OF EOLA ROAD)

(AFFECTS PARCEL 2)

H 14. RECAPTURE AGREEMENT DATED JULY 3, 1990 AND RECORDED OCTOBER 17, 1991 AS DOCUMENTS R91-137526 AND R91-136527 ESTABLISHING COSTS FOR THE EOLA ROAD WATERMAIN.

(AFFECTS PARCEL 2)

15. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS, IF ANY.

16. RESERVED IN RELEASE OF RIGHT-OF-WAY RECORDED MARCH 15, 1993 AS DOCUMENT R93-048822, IN FAVOR OF NATURAL GAS PIPELINE COMPANY OF AMERICA, ITS SUCCESSORS AND ASSIGNS, THE RIGHTS, TITLE AND INTEREST UNDER THE AFORESAID INSTRUMENTS NOTED THEREIN, TO RECONSTRUCT, OPERATE, MAINTAIN, INSPECT, PROTECT, TEST, REPAIR, ALTER, REPLACE, MOVE, REMOVE, CHANGE THE SIZE OF AND ABANDON IN PLACE THE THREE EXISTING PIPELINES IN AND TO A STRIP OF LAND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE ABOVE DESCRIBED REAL ESTATE, SAID POINT BEING 1,581.6 FEET EAST OF THE CENTER LINE OF EOLA ROAD; THENCE SOUTH 88 DEGREES 28 MINUTES 15 SECONDS EAST A DISTANCE OF 104 FEET TO A POINT; THENCE IN A NORTHWESTERLY DIRECTION TO A POINT ON THE MOST NORTHERLY NORTH LINE OF SAID REAL ESTATE, SAID POINT BEING 94.45 FEET WEST OF THE MOST NORTHERLY NORTHEAST CORNER OF SAID REAL ESTATE; THENCE SOUTH 79 DEGREES 05 MINUTES WEST A DISTANCE OF 150.2 FEET TO A POINT; THENCE SOUTH 300 FEET; THENCE EAST 46.2 FEET; THENCE SOUTHEASTERLY TO THE POINT OF BEGINNING. (AFFECTS PARCEL 2)

17. GRANT DATED MAY 9, 1951 AND RECORDED MAY 31, 1951 AS DOCUMENT 624715 AND AND GRANT DATED AUGUST 9, 1956 AND RECORDED AUGUST 23, 1956 AS DOCUMENT 813147, TO TEXAS ILLINOIS NATURAL GAS PIPE LINE COMPANY.

NOTE: BY INDENTURE OF CONVEYANCE DATED DECEMBER 15, 1959 AND RECORDED DECEMBER 16, 1959 AS DOCUMENT 950633, TEXAS ILLINOIS NATURAL GAS PIPE LINE COMPANY CONVEYS ITS INTEREST TO PEOPLES GULF COAST NATURAL GAS PIPE LINE COMPANY.

NOTE: BY INDENTURE OF CONVEYANCE DATED OCTOBER 3, 1960 AND RECORDED OCTOBER 3, 1960 AS DOCUMENT 981822, PEOPLES GULF COAST NATURAL GAS PIPE LINE COMPANY CONVEYS ITS INTEREST TO NATURAL GAS PIPELINE COMPANY OF AMERICA.

18. EASEMENT RECORDED AUGUST 30, 1971 AS DOCUMENT R71-43498, MADE BY COMMONWEALTH EDISON COMPANY TO NATURAL GAS PIPELINE COMPANY OF AMERICA, A DELWARE CORPORATION.

19. NOTE: THE FOLLOWING ITEM, WHILE APPEARING ON THIS COMMITMENT/POLICY, IS PROVIDED SOLELY FOR YOUR INFORMATION.

THE FOLLOWING ENVIRONMENTAL DISCLOSURE DOCUMENT(S) FOR TRANSFER OF REAL PROPERTY APPEAR OF RECORD WHICH INCLUDE A DESCRIPTION OF THE LAND INSURED OR A

PART THEREOF:

DOCUMENT NUMBER: R93-60556 DATE OF RECORDING: MARCH 31, 1993

(AFFECTS PARCEL 1)

AL 20. GRANT OF EASEMENT RECORDED SEPTEMBER 28, 1966 AS DOCUMENT R66-38846 FOR THE PURPOSE OF LAYING, MAINTAINING AND OPERATING A GAS MAIN IN, UPON, UNDER, ALONG AND ACROSS THE EAST 1/2 OF THE PUBLIC HIGHWAY KNOWN AS EOLA ROAD WHICH EXTENDS ALONG THE WEST SIDE OF THE LAND.

(AFFECTS PARCEL 1)

AM 21. TERMS, CONDITIONS AND PROVISIONS CONTAINED IN AN UNRECORDED LICENSE AGREEMENT IN FAVOR OF NORTHERN ILLINOIS GAS COMPANY, AS SET FORTH IN LETTER DATED APRIL 7, 1970 FROM CONTRACT FOR DEED TO NORTHERN ILLINOIS GAS COMPANY, TO INSTALL, OPERATE AND MAINTAIN GAS PIPING AND METERING FACILITIES ON THE LAND.

V 22. NOTE FOR INFORMATION (ENDORSEMENT REQUESTS):

ALL ENDORSEMENT REQUESTS SHOULD BE MADE PRIOR TO CLOSING TO ALLOW AMPLE TIME FOR THE COMPANY TO EXAMINE REQUIRED DOCUMENTATION.

(THIS NOTE WILL BE WAIVED FOR POLICY).

** END **

COMMITMENT FOR TITLE INSURANCE

Lombard Sale

2/16

Chicago Title Insurance Company

Providing Title Related Services Since 1847

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A (which policy or policies cover title risks and are subject to the Exclusions from Coverage and the Conditions and Stipulations as contained in said policy/ies) in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedules A and B hereof and to the Commitment Conditions and Stipulations which are hereby incorporated by reference and made a part of the Commitment. A complete copy of the Commitment Conditions and Stipulations is available upon request and such include, but are not limited to, the proposed Insured's obligation to disclose, in writing, knowledge of any additional defects, liens, encumbrances, adverse claims or other matters which are not contained in the Commitment; provisions that the Company's liability shall in no event exceed the amount of the policy/ies as stated in Schedule A hereof, must be based on the terms of this Commitment, shall be only to the proposed Insured and shall be only for actual loss incurred in good faith reliance on this Commitment; and provisions relating to the General Exceptions, to which the policy/ies will be subject unless the same are disposed of to the satisfaction of the Company.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by issuance of a revised Commitment.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment is based upon a search and examination of Company records and/or public records by the Company. Utilization of the information contained herein by an entity other than the Company or a member of the Chicago Title and Trust Family of Title Insurers for the purpose of issuing a title commitment or policy or policies shall be considered a violation of the proprietary rights of the Company of its search and examination work product.

This Commitment shall not be valid or binding until signed by an authorized signatory.

Issued By:

CHICAGO TITLE INSURANCE COMPANY
P.O. BOX 827
WHEATON, IL 60189-0827

Refer Inquiries To:

(630)871-3500

CHICAGO TITLE INSURANCE COMPANY

By

Authorized Signatory

Commitment No.: 1410 009821807 UL

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

YOUR REFERENCE: LOMBARD TSS 120 (GLENBARD HEADQUARTERS) ORDER NO.: 1410 009821807 UL

EFFECTIVE DATE: NOVEMBER 10, 1998

1. POLICY OR POLICIES TO BE ISSUED:

OWNER'S POLICY: ALTA OWNERS 1992
AMOUNT: $10,000.00
PROPOSED INSURED: TO COME

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT AND COVERED HEREIN IS A FEE SIMPLE UNLESS OTHERWISE NOTED.

3. TITLE TO SAID ESTATE OR INTEREST IN SAID LAND IS AT THE EFFECTIVE DATE VESTED IN:

COMMONWEALTH EDISON COMPANY

4. MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY WHICH LIES NORTH OF A LINE 330 FEET SOUTH OF, MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE SOUTHERLY RIGHT OF WAY LINE OF THE FORMER CHICAGO GREAT WESTERN RAILWAY COMPANY: THAT PART OF SECTIONS 1 AND 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT A STONE AT THE CORNER OF SECTIONS 1, 2, 11 AND 12, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 1 A DISTANCE OF 545.6 FEET TO THE CENTER LINE OF ST. CHARLES ROAD; THENCE NORTH 86 DEGREES EAST ALONG THE CENTER LINE OF SAID ROAD 368.9 FEET FOR A POINT OF BEGINNING; THENCE NORTH 4 DEGREES 45 MINUTES EAST ALONG A FENCE AND HEDGE 2167.2 FEET; THENCE NORTH 89 DEGREES 29 MINUTES EAST ALONG SAID FENCE 86.3 FEET; THENCE NORTH 4 DEGREES 45 MINUTES EAST ALONG SAID FENCE 330 FEET; THENCE NORTH 86 DEGREES 33 MINUTES EAST ALONG SAID FENCE AND HEDGE 2818 FEET; THENCE SOUTH 13 DEGREES 39 MINUTES WEST ALONG SAID FENCE AND HEDGE 3144 FEET TO A STAKE AT THE QUARTER SECTION CORNER OF SAID SECTIONS 1 AND 12; THENCE SOUTH ALONG THE QUARTER SECTION LINE OF SAID SECTION 12 A DISTANCE OF 1232.8 FEET TO THE CENTER OF THE EAST BRANCH OF THE DUPAGE RIVER; THENCE NORTH 76 DEGREES 53 MINUTES WEST 1286 FEET; THENCE SOUTH 85 DEGREES 7 MINUTES WEST 723.4 FEET; THENCE NORTH 35 DEGREES 23 MINUTES WEST ALONG A FENCE AND HEDGE 614.5 FEET; THENCE NORTH 12 DEGREES 59 MINUTES EAST ALONG SAID FENCE AND HEDGE 938.9 FEET TO THE CENTER LINE OF SAID ST. CHARLES ROAD; THENCE SOUTH 86 DEGREES WEST ALONG THE CENTER LINE OF SAID ROAD 244.9 FEET TO THE POINT OF BEGINNING (EXCEPT FROM SAID PREMISES THE RIGHT OF WAY AND RAILROAD LANDS OF THE FORMER CHICAGO AND GREAT WESTERN RAILWAY COMPANY AS DESCRIBED IN INSTRUMENT DATED JUNE 16, 1885 AND RECORDED DECEMBER 31, 1885 AS DOCUMENT 35337 AND IN WARRANTY DEED DATED MAY 24, 1866 AND RECORDED JUNE 2, 1866 AS DOCUMENT 35982 AND EXCEPT ALL THAT PART OF SAID PREMISES WHICH LIES NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF THE FORMER CHICAGO AND GREAT WESTERN RAILWAY COMPANY), IN DU PAGE COUNTY, ILLINOIS

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ORDER NO.: 1410 009821807 UL

1. IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:

   A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSUPANCE COMPANY;

   B. A PROPERLY EXECUTED ALTA STATEMENT;

   C. UTILITY LETTERS FROM THE MUNICIPALITY OR COUNTY (IF UNINCORPORATED), LOCAL GAS, ELECTRIC AND TELEPHONE COMPANIES AND IF APPLICABLE, THE LOCAL CABLE TELEVISION COMPANY AND WESTERN UNION.

   MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

   NOTE: THERF WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

2. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

A 3. NOTE FOR ADDITIONAL INFORMATION: THE DUPAGE COUNTY RECORDER REQUIRES THAT ANY DOCUMENTS PRESENTED FOR RECORDING CONTAIN THE FOLLOWING INFORMATION:

   A. THE NAME AND ADDRESS OF THE PARTY WHO PREPARED THE DOCUMENT;
   B. THE NAME AND ADDRESS OF THE PARTY TO WHOM THE DOCUMENT SHOULD BE MAILED AFTER RECORDING;
   C. ALL PERMANENT REAL ESTATE TAX INDEX NUMBERS OF ANY PROPERTY LEGALLY DESCRIBED IN THE DOCUMENT;
   D. THE ADDRESS OF ANY PROPERTY LEGALLY DESCRIBED IN THE DOCUMENT;
   E. ALL DEEDS SHOULD CONTAIN THE ADDRESS OF THE GRANTEE AND SHOULD ALSO NOTE THE NAME AND ADDRESS OF THE PARTY TO WHOM THE TAX BILLS SHOULD BE SENT.
   F. ANY DEEDS CONVEYING UNSUBDIVIDED LAND, OR, PORTIONS OF SUBDIVIDED LAND, MAY NEED TO BE ACCOMPANIED BY A PROPERLY EXECUTED "PLAT ACT AFFIDAVIT."

   IN ADDITION, PLEASE NOTE THAT THE MUNICIPALITIES OF ADDISON, AURORA, BARTLETT, BOLINGBROOK, CAROL STREAM, ELK GROVE VILLAGE, ELMHURST, GLENDALE HEIGHTS, GLEN ELLYN, HANOVER PARK, NAPERVILLE, SCHAUMBURG, WHEATON AND WOODRIDGE HAVE ENACTED TRANSFER TAX ORDINANCES. TO RECORD A CONVEYANCE OF LAND LOCATED IN THESE MUNICIPALITIES, THE REQUIREMENTS OF THE TRANSFER TAX ORDINANCES MUST BE MET. A CONVEYANCE OF PROPERTY IN THESE CITIES MAY NEED TO HAVE THE APPROPRIATE TRANSFER TAX STAMPS AFFIXED BEFORE IT CAN BE RECORDED.

   FURTHERMORE, ALL DEEDS AND MORTGAGES SHOULD INCLUDE THE CURRENT MARITAL STATUS OF ALL INDIVIDUAL PARTIES, WHERE APPROPRIATE. A SPOUSE OF AN INDIVIDUAL GRANTOR OR MORTGAGOR MAY HAVE TO SIGN THE DEED OR MORTGAGE IN ORDER TO RELEASE ANY APPLICABLE HOMESTEAD INTEREST.

   THIS EXCEPTION WILL NOT APPEAR ON THE POLICY WHEN ISSUED.

D 4. TAXES FOR THE YEAR 1998.

TAXES FOR THE YEAR 1998 ARE NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER: 05-01-301-001 - AFFECTS THAT PART OF THE SOUTHWEST 1/4 LYING NORTH OF ST. CHARLES ROAD, EAST OF THE EAST LINE OF KLETTS ASSESSMENT PLAT AND SAID LINE EXTENDED NORTH, AND NORTH OF A LINE 330 FEET SOUTH OF CHICAGO GREAT WESTERN RAILWAY IN SECTION 1, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN.

NOTE: TAXES FOR THE YEAR 1997, AMOUNTING TO $92,848.78, ARE PAID OF RECORD.

(AFFECTS THE LAND AND OTHER PROPERTY)

E 5. TAXES FOR THE YEAR 1998.

TAXES FOR THE YEAR 1998 ARE NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER: 05-01-400-001 - AFFECTS THAT PART OF THE SOUTHEAST 1/4 WEST OF MILTON TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 1 AND SAID WEST LINE EXTENDED SOUTH AND NORTH OF A LINE 330 FEET SOUTH OF CHICAGO GREAT WESTERN RAILWAY COMPANY (EXCEPT RAILROAD), IN SECTION 1, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN.

NOTE: TAXES FOR THE YEAR 1997, AMOUNTING TO $15,731.82, ARE PAID OF RECORD.

(AFFECTS THE LAND AND OTHER PROPERTY)

I 6. MORTGAGE DATED JULY 1, 1923 AND RECORDED DECEMBER 20, 1938 AS DOCUMENT 395824, AND SUPPLEMENTAL INDENTURES THERETO, MADE BY COMMONWEALTH EDISON COMPANY TO CONTINENTAL BANK, NATIONAL ASSOCIATION, AS TRUSTEE AND M. J. KRUGER, AS CO-TRUSTEE, TO SECURE A NOTE DESCRIBED THEREIN.

(AFFECTS THE LAND AND OTHER PROPERTY)

F 7. JUDGMENTS, DECREES, PENDING PROCEEDINGS, LIENS AND ENCUMBRANCES OF A GENERAL OR SPECIFIC NATURE WHICH MAY BE AGAINST THE COMMONWEALTH EDISON COMPANY.

G 8. EASEMENT IN FAVOR OF DUPAGE COUNTY DEPARTMENT OF PUBLIC WORKS, AND ITS SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ONE 12-INCH SANITARY SEWER WITH 5 MANHOLES AND APPURTENANCES NECESSARY TO SERVICE THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED AS DOCUMENT NO. R84-7049, AFFECTING THE LAND AS DEPICTED ON EXHIBIT A ATTACHED THERETO.

(AFFECTS THE LAND AND OTHER PROPERTY)

J 9. EASEMENT RECORDED JANUARY 11, 1965 AS DOCUMENT R65-709 IN FAVOR OF NORTHERN ILLINOIS GAS COMPANY TO INSTALL, OPERATE AND MAINTAIN 1 UNDERGROUND STEEL GAS MAIN NOT TO EXCEED 36 INCHES INSIDE DIAMETER TOGETHER WITH RELATED ATTACHMENTS, EQUIPMENT AND APPURTENANCES, IN, UNDER, ALONG AND THROUGH LAND

MORE PARTICULARLY SET FORTH THEREIN.

L 10. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND TAKEN OR USED FOR SWIFT ROAD.

M 11. PROPOSED TRANSMISSION EASEMENT AS LOCATED AND DEPICTED ON A SURVEY PREPARED BY COMMONWEALTH EDISON COMPANY SURVEYING SERVICES DATED FEBRUARY 3, 1999, ORDER NO. 19500.

N 12. PROPOSED COMMUNICATION AND DISTRIBUTION EASEMENT AS LOCATED AND DEPICTED ON A SURVEY PREPARED BY COMMONWEALTH EDISON COMPANY SURVEYING SERVICES DATED FEBRUARY 3, 1999, ORDER NO. 19500.

O 13. PROPOSED DISTRICUTION EASEMENT AS LOCATED AND DEPICTED ON A SURVEY PREPARED BY COMMONWEALTH EDISON COMPANY SURVEYING SERVICES DATED FEBRUARY 3, 1999, ORDER NO. 19500.

K 14. NOTE FOR INFORMATION (ENDORSEMENT REQUESTS):

ALL ENDORSEMENT REQUESTS SHOULD BE MADE PRIOR TO CLOSING TO ALLOW AMPLE TIME FOR THE COMPANY TO EXAMINE REQUIRED DOCUMENTATION.

(THIS NOTE WILL BE WAIVED FOR POLICY).

** END **

Sabrooke

SCHEDULE A

NUMBER	EFFECTIVE DATE	
98-72653-1	11/25/98	at 8:00 A.M.

1. POLICY OR POLICIES TO BE ISSUED:

FOURTH REVISED

OWNER'S: $1,000.00

PROPOSED INSURED:
To Be Determined

LOAN: $

PROPOSED INSURED:

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT AND COVERED HEREIN IS A FEE SIMPLE, AND TITLE THERETO IS AT THE EFFECTIVE DATE HEREOF VESTED IN:
Commonwealth Edison Company, an Illinois corporation

3. THE LAND REFERRED TO IN THE COMMITMENT IS DESCRIBED IN SCHEDULE C.

SCHEDULE B - SECTION 1

THE FOLLOWING ARE THE REQUIREMENTS TO BE COMPLIED WITH:

1. INSTRUMENT(S) CREATING THE ESTATE OR INTEREST TO BE INSURED MUST BE APPROVED, EXECUTED AND FILED FOR RECORD, TO WIT:
No requirements at this time.

2. PAYMENT OF THE FULL CONSIDERATION TO, OR FOR THE ACCOUNT OF, THE GRANTORS OR MORTGAGORS

3. PAYMENT OF ALL TAXES, CHARGES, ASSESSMENTS, LEVIED AND ASSESSED AGAINST SUBJECT PREMISES, WHICH ARE DUE AND PAYABLE.

4. SATISFACTORY EVIDENCE SHOULD BE HAD THAT IMPROVEMENTS AND/OR REPAIRS OR ALTERATIONS THERETO ARE COMPLETED; THAT CONTRACTOR, SUBCONTRACTORS, LABOR AND MATERIALMEN ARE ALL PAID.

SCHEDULE B - SECTION 2

NUMBER 98-72653-1

SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.

2. ANY OWNER'S POLICY ISSUED PURSUANT HERETO WILL CONTAIN UNDER SCHEDULE B THE STANDARD EXCEPTIONS SET FORTH AT THE INSIDE COVER HEREOF. ANY LOAN POLICY WILL CONTAIN UNDER SCHEDULE B STANDARD EXCEPTIONS 1, 2 AND 3 UNLESS A SATISFACTORY SURVEY AND INSPECTION OF THE PREMISES IS MADE.

3. NOTE FOR INFORMATION:
THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

4. Taxes for the year 1998 and 1999 not yet due and payable.
INFORMATIONAL NOTE:
Taxes for the year 1997 are paid as follows:

Tax code:	New tax code:	Amount:
218B-604	15-02-151-001	$ 28,908.66
(Affects premises in question and other property)		
218B-377	15-03-229-001	$225,979.48
(Affects premises in question and other property).		

5. Rights or claims of parties in possession not shown of record;
Easements and claims of easements not shown of record;
Mechanics' or materialmen's liens or other statutory liens for labor or material not shown of record.

6. Indenture dated July 21, 1923 and recorded in Book 658 of Mortgages on Page 200 as Document Number 499888 made by Commonwealth Edison Company to Continental Illinois Bank and Trust Company and all supplemental indentures thereunto.

7. Sewer Easement recorded December 11, 1975 in Microfilm Number 75-24-1878 as Document Number 1378356 to the Sanitary District of Rockford, a copy of which was previously mailed.

8. Permanent Easement for Flowage and Channel Construction and Maintenance recorded December 26, 1985 in Microfilm Number 85-32-0240 as Document Number 1686769, a copy of which was previously mailed.

9. Easement recorded in Microfilm Number 91-23-0976 as Document Number 1931553 to the City of Rockford for the construction and maintenance of a sewer line, a copy of which was previously mailed.

(Continued)

Schedule B (continued)

10. Right of way for spur tracks, if any, as shown on Survey dated February __, 1998 by EDI Consultants, LTD as Project No. 98156 Peak Group V39.

11. In consideration of the issuance of this policy at the request of the insured for an amount less than the market value of the land described in Schedule A, the insured accepts this policy upon the condition that in the event any loss or damage occurs to the insured by reason of any defects in the title to the estate or interest in the land not shown in Schedule B, the Company shall be liable only for the proportion of the loss or damage which the amount of the policy bears to the market value of the land at the time of any such loss or damage; and upon the further condition that in the event the Company is called upon under the policy to provide for the defense of the insured in any litigation affecting the title to the estate or interest in the land, the insured agrees to pay the same proportion of the cost for the defense, including court costs, and attorney's fees, as the market value of the land less the face amount of the policy bears to the market value of the land and to indemnify the Company therefore before it undertakes to provide such defense.

12. We should be furnished with the proposed insured under the proposed owners policy in order that this commitment may become effective.

13. Upon any conveyance of the premises, compliance should be had with the provisions of the Plat Act.

14. Building setback line along the West 33 feet of Lot 7 as designated upon the Plat of subdivision recorded as Document No. 1467578.

15. 10 foot easement in favor of Illinois Bell Telephone Company along the South line of Lot 7 as shown on Plat of subdivision recorded as Document No. 1467578.

16. Restrictive Covenants and Conditions of Sabrooke Industrial Park enacted by Ordinance of the City of Rockford, a Municipal Corporation of Illinois, passed July 10, 1978 and approved July 13, 1978 and recorded August 28, 1978 in Microfilm Number 78-23-1971 as Document Number 1466620, a full copy of which was previously mailed.
Note: A breach or violation of the above noted restrictions will not cause a forfeiture of title.
(Affects land in Lot 7 only)

17. Provisions contained in Instrument entitled "Sabrooke Industrial Park Retention Resolution" adopted by the City of Rockford, a Municipal Corporation of Illinois, by Ordinance approved March 28, 1977 and which was recorded August 10, 1977 in Microfilm Number 77-21-0527 as Document Number 1430407, a full copy of which was previously mailed.
(Affects land in Lot 7 only)

(Continued)

Schedule B (continued)

18. Easement created by Grant dated July 23, 1975 and recorded August 26, 1975 in Microfilm Number 75-16-1911 as Document Number 1370275 to the Sanitary District of Rockford, for a sanitary sewer upon, under and through the premises.

19. Easement created by Grant dated July 25, 1975 and recorded August 26, 1975 in Microfilm Number 75-16-1904 as Document Number 1370274 made by Sylvester Donahue to the Sanitary District of Rockford, for a sanitary sewer upon, under and through the premises in question, the centerline of which sanitary sewer easement is laid out, set forth and described as follows, to-wit: Beginning at a point in the East line of said Lot 15, Block 19 which is 40.32 feet North of the Southeast corner of said Lot 15; thence Northwesterly to a point in the West line of said Lot 15, which point is 34.15 feet South of the Northwest corner of said Lot 15.

20. Covenants and Conditions contained in Deed from City of Rockford, a Municipal Corporation to Commonwealth Edison Company, a Corporation of Illinois recorded October 25, 1979 in Microfilm Number 79-28-1719 as Document Number 1505537, a copy of which was previously mailed.
(affects land in Lot 7 only)

21. NOTE FOR INFORMATION:
All easements noted on Lot 7 as "terminable" have been terminated by Instruments recorded in Microfilm Number 79-28-1714, 79-28-1716 and in Microfilm Number 79-28-1718.

22. Easement recorded April 24, 1929 in Book 344 of Mortgages on Page 43 as Document Number 289492 to the Sanitary District of Rockford, its successors and assigns, a full copy of which is attached.

23. Easement recorded June 22, 1929 in Book 344 of Mortgages on Page 95 as Document Number 292595 to the Sanitary District of Rockford, its successors and assigns, a full copy of which is attached.

24. Possible unrecorded easement to the Sanitary District as disclosed by drawing attached to easement recorded in Book 344 of Mortgages, Page 95 referenced above.

(Continued)

Schedule B (continued)

25. The following exceptions will appear on the proposed owners policy provided said exceptions are properly created in the Deed of conveyance or by separate instrument:
    a.) Transmission Easements One (1) thru Five (5) as shown on the Survey dated February __, 1999 by SDI Consultants, LTD as Project No. 98156 PEAK Group V39;
    b.) Communication Easements One (1) thru Five (5) as shown on the Survey dated February __, 1999 by SDI Consultants, LTD as Project No. 98156 PEAK Group V39;
    c.) Easement for ingress and egress as shown on the Survey dated February __, 1999 by SDI Consultants, LTD as Project No. 98156 PEAK Group V39.

26. Unrecorded confirmatory easement for gas system equipment dated June 30, 1971 to Northern Illinois Gas Company as said easement relates to Parcels III and IV as shown therein.

SCHEDULE C

NUMBER 98-72653-1

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

That part of the Northwest fractional Quarter of Section 2 and the Northeast fractional Quarter of Section 3, all in Township 43 North, Range 1 East of the Third Principal Meridian, described as follows: Commencing at a point of the Westerly Right-of-Way line of Kishwaukee Street 220 feet North of the intersection of said Westerly Right-of-Way line with the South line of said Northwest Quarter of Section 2; thence West parallel with said South line of said Northwest Quarter a distance of 1440.00 feet for a place of beginning; thence continuing West along a line parallel with said South line of said Northwest Quarter 1747.85 feet; thence North perpendicular to last said line 272.11 feet; thence West parallel with said South line of said Northwest Quarter of Section 2 to the East bank of Rock River; thence North along the East bank of the Rock River to the Westerly extension of the South line of Gottfred's Subdivision of a part of Rock River Subdivision according to the Plat thereof recorded September 22, 1893 in Book 5 of Plats, Page 68; thence East along the South line (and extension thereof) of Gottfred's Subdivision of part of Rock River Subdivision to a point being 312.84 feet East of the East line of Falund Street; thence South perpendicular to the South line of Gottfred's Subdivision of a part of Rock River Subdivision 258.73 feet; thence East parallel to said South line of Gottfred's Subdivision of part of Rock River Subdivision 40.00 feet; thence South perpendicular to last said line 171.06 feet; thence East along a line being 94 degrees 05 minutes 41 seconds to the left of a prolongation of last said line for 506.61 feet; thence South along a line being 94 degrees 05 minutes 41 seconds to the right of a prolongation of last said line, said line being perpendicular to the South line of Gottfred's Subdivision of a part of Rock River Subdivision for 196.30 feet; thence East parallel to said South line of Gottfred's Subdivision of part of Rock River Subdivision 584.87 feet; thence North perpendicular to last said line 463.25 feet; thence East perpendicular to last said line 180.00 feet; thence North perpendicular to last said line to the South line of said Gottfred's Subdivision of part of Rock River Subdivision; thence East along the South line of said Gottfred's Subdivision 469.71 feet; thence South along a line 1440.00 feet West of and parallel with the Westerly Right-of-Way line of Kishwaukee Street being also the West line of Noooms

(Continued)

Heights Subdivision according to the Plat thereof recorded May 21, 1968 as Document 1187497 to the South line of Score Street; thence East along the South line of said Score Street dedicated by Document 1187497 for 234.00 feet; thence South along a line 1206.00 feet West of and parallel with the Westerly Right-of-Way line of Kishwaukee Street, being also the West line of Lot 4 in said Nocomo Heights Subdivision to the Southwest corner of said Lot 4; thence West along the North line of Lot 5 in said Nocomo Heights Subdivision 234.00 feet to the Northwest corner of said Lot 5; thence South along a line 1440.00 feet West of and parallel with the Westerly Right-of-Way line of Kishwaukee Street, being also the West line of said Lot 5, to the place of beginning;

ALSO

That part of Lot 7 in Plat No. 1 of Sabrooke Industrial Park Subdivision according to the Plat thereof recorded September 1, 1978 as Document 1467578, described as follows: Beginning at a point in the South line of said Lot 7 being 312.84 feet East of the Southwest corner of said Lot 7; thence West 312.84 feet to said Southwest corner of said Lot 7; thence North along the West line of said Lot 7 for 33.00 feet; thence East along a line 33.00 feet North of and parallel with the South line of said Lot 7 for 312.34 feet; thence South perpendicular to last said line 33.00 feet to the place of beginning, situated in the County of Winnebago and State of Illinois.

Exhibit H

FORM OF TAX REPRORATION AGREEMENT

[Note: This Agreement assumes a Closing Date in late 1999 (after 1998 tax bills have been received). If the Closing Date occurs in 1999 prior to the receipt of 1998 tax bills, or in 2000 (or after), then the tax year references in this Agreement will be adjusted to reflect the Closing Date.]

REAL ESTATE TAX REPRORATION AGREEMENT

[Identity of Plant Site]

THIS REAL ESTATE TAX REPRORATION AGREEMENT ("Agreement") is made and entered into as of the ___day of _____, 1999 by and between Commonwealth Edison Company, an Illinois corporation ("ComEd") and _____, a _____ ("Purchaser").

W I T N E S S E T H:

WHEREAS, Purchaser and ComEd are parties to that certain Asset Sale Agreement (the "ASA") dated as of _____, pursuant to which, among other things, ComEd has agreed to sell, and Purchaser has agreed to purchase, the Transferred Real Property (as defined in the ASA); and

WHEREAS, the ASA provides that the Purchaser will receive a credit from ComEd for real estate taxes for the Transferred Real Property which are allocable to the period prior to the Closing Date (as defined in the ASA), but which are not yet due or payable as of said Closing Date, and that such credit is to be based upon the last ascertainable real property taxes allocable to the Transferred Real Property; and

WHEREAS, in satisfaction of such provisions of the ASA, ComEd has or shall provide Purchaser with the credit for the portion of 1999 real property taxes allocable to the period prior to the Closing Date designated on the Closing Statement attached as Exhibit A hereto and made a part hereof ("Closing Statement"), which credit has been estimated based upon the 1998 real estate taxes allocable to the Transferred Real Property (as determined as provided in the ASA and the Closing Statement); and

WHEREAS, the ASA further provides that the real estate taxes allocable to the Transferred Real Property will be reprorated when the actual amount of taxes for which estimated credits have been provided by ComEd to Purchaser become available; and

WHEREAS, Purchaser and ComEd desire to enter into this Agreement for the purpose of setting forth their respective rights and obligations with respect to, among other things, the reproration of real property taxes allocable to the Transferred Real Property, upon the terms and provisions set forth herein.

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars ($10 00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ComEd and Purchaser agree as follows:

1. Definitions. All initially capitalized terms which are used in this Agreement but which are not defined in this Agreement shall have the meanings ascribed to such terms as set forth in the ASA.

2. Reproration Notice. In the event that the actual aggregate amount of the 1999 real estate taxes allocable to the Transferred Real Property (which allocation shall be determined as set forth in Paragraph 8 hereof with respect to any real property taxes levied or assessed pursuant to a Divisible Tax Bill (as hereinafter defined)) for the period prior to the Closing Date is different from the amount of the credit provided to Purchaser by ComEd for 1999 real estate taxes allocable to the Transferred Real Property as set forth on the Closing Statement, then at any time after ComEd or Purchaser receives notice of the actual amount of 1999 real estate taxes allocable to the Transferred Real Property, the receiving party shall, within a reasonable time after such receipt, provide a copy of such notice to the other party, and either party may request a reproration of the portion of said 1999 real estate taxes allocable to the period prior to the Closing Date by delivering notice (a "Reproration Notice") to the other party.

3. Credit Purchaser. In the event that the actual aggregate amount of 1999 real estate taxes allocable to the Transferred Real Property (which allocation shall be determined as set forth in Paragraph 8 hereof with respect to any real property taxes levied or assessed pursuant to a Divisible Tax Bill (as hereinafter defined)) for the period prior to the Closing Date is greater than the amount of the credit provided to Purchaser by ComEd for 1999 real estate taxes allocable to the Transferred Real Property as set forth on the Closing Statement, then ComEd shall, within thirty (30) days after receipt of a Reproration Notice from Purchaser, pay to Purchaser an amount equal to:

a. The product of the actual aggregate amount of the 1999 real estate taxes allocable to the Transferred Real Property, multiplied by the Reproration Fraction (as hereinafter defined), minus

b. The amount of the credit provided to Purchaser by ComEd for 1999 real estate taxes allocable to the Transferred Real Property as set forth on the Closing Statement.

For purposes of this Agreement, the term "Reproration Fraction" shall mean a fraction, the numerator of which shall be the number of days from (and including) January 1, 1999 to (but not including) the Closing Date, and the denominator of which shall be 365.

4. Credit ComEd. In the event that the actual aggregate amount of 1999 real estate taxes allocable to the Transferred Real Property (which allocation shall be determined as set forth in Paragraph 8 hereof with respect to any real property taxes levied or assessed pursuant to a Divisible Tax Bill (as hereinafter defined)) for the period prior to the Closing Date is less than

the amount of the credit provided to Purchaser by ComEd for 1999 real estate taxes allocable to the Transferred Real Property as set forth on the Closing Statement, then Purchaser shall, within thirty (30) days after receipt of a Reproration Notice from ComEd, pay to ComEd an amount equal to:

a. The amount of the credit provided to Purchaser by ComEd for 1999 real estate taxes allocable to the Transferred Real Property as set forth on the Closing Statement, minus

b. The product of the actual aggregate amount of the 1999 real estate taxes allocable to the Transferred Real Property, multiplied by the Reproration Fraction.

5. Intentionally omitted.

6. ComEd Reductions Notwithstanding anything to the contrary contained herein, ComEd and Purchaser acknowledge and agree that each intends that any credit, reduction or abatement of real property taxes allocable to the Transferred Real Property (which allocation shall be determined as set forth in Paragraph 8 hereof with respect to any real property taxes levied or assessed pursuant to a Divisible Tax Bill (as hereinafter defined)) for the period prior to the Closing Date (a "ComEd Reduction") shall run to the benefit and/or (as applicable) be the property of ComEd. Without limiting the generality of the foregoing, ComEd and Purchaser acknowledge and agree that any credit, reduction or abatement of the real property taxes allocable to the Transferred Real Property for the period prior to the Closing Date which result from or arise out of either (or both) (i) any overcharging or overassessment of real property taxes allocable to the Transferred Real Property by the County(ies) in which the Transferred Real Property (or any portion thereof) is located with respect to any period prior to the Closing Date, and/or (ii) any challenge or contest of the amount of real property taxes allocable to the Transferred Real Property undertaken by or on behalf of ComEd with respect to any period prior to the Closing Date, shall constitute ComEd Reductions. In the event that any ComEd Reduction takes the form of a sum which is paid to Purchaser, then Purchaser shall, within thirty (30) days of its receipt of such amount, pay the same to ComEd. In the event that any ComEd Reduction takes the form of a reduction, abatement or credit against one or more installments of real property taxes allocable to the Transferred Real Property and levied after the date hereof, then Purchaser shall, within thirty (30) days of its receipt of notice of the amount of such credit, abatement or reduction, pay the amount of such credit, abatement or reduction to ComEd, notwithstanding the fact that any one or more of the installments of taxes against which such abatement, credit or reduction is to be applied may not be due or payable within said thirty (30) day period. Purchaser hereby assigns, conveys, transfers and sets over all of its right, title and interest in and to any ComEd Reduction to ComEd, and agrees to execute any and all documents reasonably necessary to effectuate such assignment, conveyance and transfer (including, without limitation, financing statements) and to notify third parties (including governmental entities) thereof.

7. Divisible Tax Bills. ComEd and Purchaser acknowledge and agree that one or more of the real estate tax parcels which consist of the Transferred Real Property consist of both the Transferred Real Property and other real property (the "Switchyard Property"), title to which Switchyard Property will be retained by ComEd upon the closing of the sale of the Transferred Real Property to Purchaser. The credit for 1999 real estate taxes provided to Purchaser at Closing, as set forth on the Closing Statement, does not include any portion of the 1999 real estate taxes allocable to the Switchyard Property. ComEd and Purchaser further acknowledge that it is possible that the 1999 and subsequent tax year's real estate taxes allocable to the Transferred Real Property will also include the Switchyard Property. Accordingly, ComEd and Purchaser agree as follows:

a. Within ten (10) business days after its receipt of any real estate tax bill(s) which is allocable to both the Transferred Real Property and the Switchyard Property (a "Divisible Tax Bill"), the party which receives such bill(s) (the "Taxed Party") shall provide a copy of the same to the other party (the "Non-Taxed Party").

b. The Non-Taxed Party shall, within ten (10) business days after its receipt of a Divisible Tax Bill, pay to the Taxed Party the amount allocable (which allocation shall be determined as set forth in Paragraph 8 hereof) to (i) the Transferred Real Property, if the Purchaser is the Non-Taxed Party, or (ii) the Switchyard Property, if the ComEd is the Non-Taxed Party.

c. The Taxed Party shall, after receipt of the payment(s) described in Section 7.b above (and in any event prior to the date on which the applicable taxes are due), pay the total amount of the Divisible Tax Bill to the appropriate governmental entity. The Taxed Party shall also, within a reasonable time after the Non-Taxed Party's request, provide the Non-Taxed Party reasonable evidence that such payment has been made.

Purchaser and ComEd agree to reasonably cooperate in effectuating the division of the real estate tax parcels affecting the Transferred Real Property and the Switchyard Property, such that no portion of any real estate tax parcels affecting the Switchyard Property affect the Transferred Real Property (and vice versa), and Purchaser acknowledges and agrees that ComEd shall have the right (but not the obligation) to take any and all actions, execute and deliver all documents, instruments and agreements, and make any and all necessary contacts, negotiations and discussions with Governmental Authorities (as defined in the ASA), as ComEd shall deem necessary or desirable, to effectuate such division.

8. Allocations of Divisible Tax Bills. For purposes of determining the amount of taxes which, for purposes of this Agreement (including, without limitation, Paragraphs 2, 3, 4, 5, 6 and 7 hereof), are allocable to the Transferred Real Property and to the Switchyard Property with respect to any Divisible Tax Bill, ComEd and Purchaser agree that:

a. The amount of real property taxes set forth in each Divisible Tax Bill shall be separated into a land component and an improvements component based on the applicable tax assessor's records;

b. An amount of each Divisible Tax Bill calculated as follows shall be allocated to the Switchyard Property (the "Switchyard Amount"):

i. the land component for such Divisible Tax Bill, multiplied by

ii.. a quotient, the denominator of which shall be the total acreage of the tax parcel which is the subject of such Divisible Tax Bill, and the numerator of which shall be the acreage of the portion of the Switchyard Property which comprises part of the tax parcel which is the subject of such Divisible Tax Bill; and

c. The following amount of each Divisible Tax Bill shall be allocated to the Transferred Real Property:

i. the total amount of such Divisible Tax Bill, minus

ii. the Switchyard Amount for such Divisible Tax Bill.

9. Notices. All notices and correspondence to be sent or transmitted pursuant to this Agreement shall be transmitted in the manner prescribed, and to the addresses of the parties set forth, in the ASA.

10. Captions. The paragraph headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

12. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

13. Survival. Each and all of the terms and provisions of this Agreement shall survive the Closing (as defined in the ASA).

14. Conflict. In the event of a conflict between the provisions of the ASA and the provisions of this Agreement, the provisions of this Agreement shall, in each such instance, govern and control.

IN WITNESS WHEREOF, ComEd and Purchaser have caused this Agreement to be executed as of the date and year first above written.

COMED:

COMMONWEALTH EDISON COMPANY, an Illinois corporation

By:_____
Name:_____
Its:_____

PURCHASER:

_____,
a_____

By:_____
Name:_____
Its:_____

EXHIBIT A

CLOSING STATEMENT

Exhibit I

FORM OF OPINION OF COUNSEL TO PURCHASER

EXHIBIT I

[Letterhead of Counsel to Purchaser]

Opinions to be delivered by in-house and/or outside counsel to Purchaser:

1. Purchaser is duly organized, validly existing and in good standing under the laws of the State of Illinois and has corporate power and authority to own, lease and operate its properties and assets and to conduct its business as now being conducted, all as described in

_____

_____. Purchaser is in good standing as a foreign corporation under the laws of the State of Illinois.*

2. Purchaser has corporate power and authority to execute and deliver the Sale Agreement and the Related Agreements to which it is a party, to consummate the transactions contemplated thereby and to comply with and fulfill its obligations thereunder. All corporate authorizations have been obtained by Purchaser which are necessary to authorize the execution and delivery of the Sale Agreement and the Related Agreements to which it is a party and the consummation of the transactions contemplated thereby.

3. The Sale Agreement and the Related Agreements to which it is a party have been duly executed and delivered by Purchaser. The Sale Agreement and such Related Agreements constitute legal, valid and binding obligations of Purchaser enforceable against Purchaser in accordance with their respective terms, except to the extent enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4. Neither the execution and delivery by Purchaser of the Sale Agreement or the Related Agreements to which it is a party or the consummation by it of the transactions contemplated thereby, nor compliance by Purchaser with the terms and provisions thereof, does or will result in any breach of the terms, conditions or provisions of, or constitute a default, an event of default or an event creating rights of acceleration or termination under, (i) the charter document or the by-laws of Purchaser or (ii) except as set forth in Section 4.1(d) of the Sale Agreement or Schedule 4.1(d) thereto, to our knowledge, any agreement,

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* If Purchaser is not the party to certain Related Agreements, comparable opinions in paragraphs 1 through 5 will be required from Purchaser's affiliate.

instrument, judgment, decree, order, statute, rule or regulation which is applicable to Purchaser or its properties, which breach or default would reasonably be expected to have a material adverse effect on the transactions contemplated by the Sale Agreement.

5. No consent, approval or authorization of, or registration, filing or declaration with, any federal or state governmental authority or other regulatory agency, which has not been received, waived or satisfied as of the date hereof, as the case may be, is required for the valid execution and delivery by Purchaser of the Sale Agreement or the Related Agreements to which it is a party, the consummation by it of the transactions contemplated thereby or compliance by it with the terms and provisions thereof.

Exhibit J

FORM OF OPINION OF COUNSEL TO COMED

EXHIBIT J

[Letterhead of Counsel to ComEd]

_____, 1999

[ ]

Ladies and Gentlemen:

We refer to the Asset Sale Agreement dated as of _____, 1999 (the "*Sale Agreement*") by and between [ ], a _____ corporation ("*Purchaser*"), and Commonwealth Edison Company, an Illinois corporation ("*ComEd*"), relating to the sale by ComEd to Purchaser of substantially all of the fossil fuel-fired generation assets constituting ComEd's _____ Station and _____ Station. We have acted as counsel to ComEd in connection with the Sale Agreement and the transactions contemplated thereby. Capitalized terms not defined herein have the respective meanings given to such terms in the Sale Agreement.

Pursuant to Section _____ of the Sale Agreement, this will advise you that in the opinion of the undersigned:

1. ComEd is duly organized, validly existing and in good standing under the laws of the State of Illinois and has corporate power and authority to own, lease and operate its properties and assets and to conduct its business as now being conducted, all as described in ComEd's Annual Report on Form 10-K for the year ended December 31, 1998.

2. ComEd has corporate power and authority to execute and deliver the Sale Agreement and the Related Agreements to which it is a party, to consummate the transactions contemplated thereby and to comply with and fulfill its obligations thereunder. All corporate authorizations have been obtained by ComEd which are necessary to authorize the execution and delivery of the Sale Agreement and the Related Agreements to which it is a party and the consummation of the transactions contemplated thereby.

3. The Sale Agreement and the Related Agreements to which it is a party have been duly executed and delivered by ComEd. The Sale Agreement and such Related Agreements constitute legal, valid and binding obligations of ComEd enforceable against ComEd in accordance with their respective terms, except to the extent enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4. Neither the execution and delivery by ComEd of the Sale Agreement or the Related Agreements to which it is a party or the consummation by it of the transactions contemplated thereby, nor compliance by ComEd with the terms and provisions thereof, does or will result in any breach of the terms, conditions or provisions of, or constitute a default, an event of default or an event creating rights of acceleration or termination under, (i) the Restated Articles of Incorporation or the By-laws of ComEd or (ii) except as set forth in Section 3.1(d) of the Sale Agreement or Schedule 3.1(d) thereto, to our knowledge, any agreement, instrument, judgment, decree, order, statute, rule or regulation which is applicable to ComEd or its properties, which breach or default would reasonably be expected to have a material adverse effect on the transactions contemplated by the Sale Agreement.

5. No consent, approval or authorization of, or registration, filing or declaration with, any federal or state governmental authority or other regulatory agency, which has not been received, waived or satisfied as of the date hereof, as the case may be, is required for the valid execution and delivery by ComEd of the Sale Agreement or the Related Agreements to which it is a party, the consummation by it of the transactions contemplated thereby or compliance by it with the terms and provisions thereof.

For the purpose of rendering the foregoing opinions, we have relied, as to various questions of fact material to such opinions, upon the representations made in the Sale Agreement and upon certificates of officers of ComEd. We also have examined originals, or copies of originals certified to our satisfaction, of such agreements, documents, certificates and other statements of government officials and other instruments, have examined such questions of law and have satisfied ourselves as to such matters of fact as we have considered relevant and necessary as a basis for this opinion. We have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures, the legal capacity of all natural persons and the conformity with the original documents of any copies thereof submitted to us for our examination. We have also assumed that the agreements and instruments we have reviewed which purport to have been executed by parties other than ComEd have been duly authorized, executed and delivered by such parties, that such parties have all requisite power and authority to execute and deliver such agreements and instruments and to comply with the terms and provisions thereof and that such agreements and instruments are legal, valid and binding obligations of such parties enforceable against such parties in accordance with their respective terms.

Any opinion or statement herein which is expressed to be "*to our knowledge*" or is otherwise qualified by words of like import means that the lawyers in this Firm who have had an involvement in negotiating the Sale Agreement and the Related Agreements have no current awareness of any facts or information contrary to such opinion or statement.

The foregoing opinions are limited to the federal laws of the United States of America and the laws of the State of Illinois.

This opinion letter is being delivered solely for the benefit of the persons to whom it is addressed; accordingly, it may not be quoted, filed with any governmental authority or other regulatory agency or otherwise circulated or utilized for any other purpose without our prior written consent. We assume no obligation to update or supplement this opinion letter to reflect any facts or circumstances which may hereafter come to our attention with respect to the opinions and statements expressed herein, including any changes in applicable law which may hereafter occur.

Very truly yours,

Exhibit K

Form of Agency Agreement

AGENCY AGREEMENT

This Agency Agreement (the "Agreement") is made, as of _____, 1999, by and between Commonwealth Edison Company, an Illinois corporation ("ComEd" or the "Agent"), and _____, a _____ (the "Purchaser").

BACKGROUND

A. Purchaser has purchased and acquired from ComEd fossil-fired generating facilities described in and pursuant to an Asset Sale Agreement dated as of _____, 1999 (the "Asset Sale Agreement") by and between ComEd and the Purchaser.

B. On the date hereof, a substantial portion of the fossil fuels required to operate the Facilities (as such term is hereinafter defined) are supplied or delivered to the Facilities pursuant to the Contracts (as such term is hereinafter defined).

C. Pursuant to the Asset Sale Agreement, on the date hereof ComEd has transferred and assigned to Purchaser (and Purchaser has accepted such assignment and transfer) certain of its rights and obligations under each of the Contracts (except for the Unassigned Contracts (as such term is hereinafter defined)), with, where necessary, the consent of the Third Parties (as such term is hereinafter defined) thereto. The Unassigned Contracts have not been assigned by ComEd to the Purchaser because such contracts require the consent of the Third Parties, which consents have not been obtained on the date hereof.

D. Subject to the terms and conditions set forth in this Agreement, and in accordance with the requirements of the Asset Sale Agreement, ComEd desires to secure for and provide to the Purchaser certain benefits under the Unassigned Contracts in order that the Purchaser may utilize the fossil fuel and related transportation services called for by the Unassigned Contracts in the operation of the Facilities.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained in this Agreement, ComEd and the Purchaser agree as follows:

ARTICLE I
Definitions

Section 1.1 Defined Terms. The following capitalized terms when used in this Agreement have the respective meanings set forth below:

"Agent" has the meaning set forth in the introductory paragraph of this Agreement.

"Asset Sale Agreement" has the meaning set forth in paragraph A above.

"Bankruptcy" means any case, action or proceeding under any bankruptcy, reorganization, debt arrangement, insolvency, or receivership law or any dissolution or liquidation proceeding commenced by or against a Party and, if such case, action or proceeding is not commenced by such Party, such case or proceeding shall be consented to or acquiesced in by such Party or result in an order for relief or shall remain undismissed for 90 days.

"BN" means Burlington Northern Santa Fe Railroad Company, a Delaware corporation.

"Business Day" means a day other than (i) Saturday or Sunday or (ii) a day on which (A) banks are closed for business in the State of Illinois or (B) ComEd's principal corporate offices are closed for business.

"Coal Cars" shall have the meaning specified in Section 2.1(e) of this Agreement.

"Coal Contracts" means:

1. Amended and Restated Coal Purchase Contract between Commonwealth Edison Company and Decker Coal Company dated January 1, 1993, as further amended by Amendment No. 1 in 1993; Amendment No. 2 on June 16, 1994; Amendment No. 3 on May 1, 1995; Amendment No. 4 on January 1, 1996; Amendment No. 5 on February 1, 1997; Amendment No. 6 on January 1, 1997 and Amendment No. 7 on February 1, 1999 (as so amended, the "Decker Agreement").

2. Coal Purchase Contract between Commonwealth Edison Company and Kerr-McGee Corporation dated January 1, 1998 (the "Jacobs Ranch Agreement").

3. Coal Purchase Contract between Commonwealth Edison Company and Thunder Basin Coal Company L.L.C. dated January 1, 1998.

4. Alternate Source Contract between Black Butte Coal Company and Thunder Basin Coal Company L.L.C. dated January 1, 1998 (together with item 3 above, the "Black Thunder Agreement").

"Coal Contracts Allocation" means 2,000,000 tons per year (and, in the year that this Agreement is executed, two-thirds of the remaining purchase obligations for such year) under the Decker Agreement, all of the remaining purchase

obligations under the Jacobs Ranch Agreement and all of the remaining purchase obligations under the Black Thunder Agreement.

"ComEd" has the meaning set forth in the introductory paragraph of this Agreement.

"Contracts" means the Coal Contracts and the Transportation Contracts.

"Facilities" has the meaning specified in the Asset Purchase Agreement.

"Kincaid" means Kincaid Generation, L.L.C., a Virginia limited liability company.

"Kincaid Coal Supply Agreement" means the Coal Supply Agreement dated as of February 27, 1998 between Kincaid and ComEd, as the same may be amended from time to time.

"Kincaid Generating Station" means the electric generation plant referred to in the Kincaid Coal Supply Agreement.

"Party" except as provided in Section 4.6 of this Agreement, means either ComEd or the Purchaser, as the context requires; "Parties" means collectively, ComEd and the Purchaser.

"Proportional Share" means, on the date hereof, two-thirds with respect to BN, and 90% with respect to UP. On and as of the last day of each month thereafter (the "Determination Date"), and for the succeeding calendar month, the Proportional Share shall be the percentage determined by dividing the total number of tons of coal delivered to the Facilities by BN or UP, as the case may be, during the portion of the then current calendar year ending on the Determination Date pursuant to the Transportation Contracts, by the sum of the total number of tons of coal delivered by such railroad pursuant to the Transportation Contracts during the same period to (a) the Facilities and (b) the State Line Generating Station and the Kincaid Generating Station.

"Purchaser" has the meaning set forth in the introductory paragraph of this Agreement.

"State Line" means State Line Energy, L.L.C., an Indiana limited liability company.

"State Line Generating Station" means the electric generation plant referred to in the State Line Coal Supply Agreement.

"State Line Coal Supply Agreement" means the Coal Supply Agreement dated as of December 30, 1997 between ComEd and State Line, including the Appendices thereto, as the same may be amended from time to time.

"Third Parties" means the party or parties to each of the Unassigned Contracts, other than ComEd.

"Third Party Claim" has the meaning specified by the Asset Purchase Agreement.

"Transportation Contracts" means:

UP Contracts

1. Rail Transportation Contract pursuant to 49 U.S.C. § 10713 dated December 23, 1987 (ICC-UP-C-4642) between ComEd and UP, as amended by the 1st Addendum dated July 19, 1990; Letter Agreement dated October 23, 1990; the 2nd Addendum dated December 30, 1992; the 3rd Addendum dated December 20, 1996; and the 4th Addendum dated April 9, 1997.

2. Compact between ComEd and UP dated March 14, 1997 with amendment dated March 14, 1997.

3. Rail Transportation Contract pursuant to 49 U.S.C. § 10713 among ComEd, Western Railroad Properties, Incorporated, UP, and Chicago and North Western Transportation Company dated December 30, 1992 (ICC-WRPI-C-0118), as amended by Amendment No. 1 dated December 20, 1996.

4. Rail Transportation Contract Pursuant to 49 U.S.C. § 10713 among ComEd, Western Railroad Properties, Incorporated, UP, Chicago and North Western Transportation Company and Chicago & Illinois Midland Railway Company dated December 30, 1992 (ICC-WRPI-C-0119), as amended by Amendment No. 1 dated December 11, 1995 and Amendment No. 2 dated December 20, 1996.

5. Rail Transportation Contract Pursuant to 49 U.S.C. § 10713 among ComEd, Western Railroad Properties, Incorporated, UP, Chicago and North Western Transportation Company and Chicago, Central & Pacific Railroad Company dated December 30, 1992 (ICC-WRPI-C-0120) and Amendment No. 1 dated December 1996.

6. Letter Agreement dated 9/11/96 between UP and ComEd.

BN Contracts

7. Umbrella Coal Transportation Agreement (ICC-BN-C-2830) by and between ComEd and BN dated December 11, 1995.

8. Coal Transportation Agreement (ICC-BN-C-2832) among ComEd Company, BN and Elgin, Joliet and Eastern Railway Company dated December 11, 1995.

9. Coal Transportation Agreement (ICC-BN-C-2831) among ComEd, BN, Peoria and Pekin Union Railway Company and Chicago and Illinois Midland Railway Company dated December 11, 1995.

10. Coal Transportation Agreement (ICC-BN-C-2833) among ComEd Company, BN, and Chicago, Central and Pacific Railroad Company dated December 11, 1995.

11. Coal Transportation Agreement (ICC-BN-C-2834) among ComEd and BN dated December 11, 1995.

12. Coal Transportation Agreement (IIC-BN-C-2835) among ComEd and BN dated December 11, 1995.

13. Letter Agreement dated August 27, 1998.

Elgin Joliet and Eastern Railway Contracts

14. Coal Transportation Agreement by ComEd and Elgin, Joliet and Eastern Railway Company dated April 12, 1996 (EJE-C-0805).

15. Elgin, Joliet and Eastern Railway Company Rate Quote to ComEd 04-157-D issued on February 10, 1999 and effective from February 12, 1999 through December 31, 1999.

Chicago Central and Pacific Railroad Company

16. Transportation Contract among ComEd and Chicago, Central and Pacific Railroad Company dated December 20, 1992 (ICC-CC-C-1414), as amended by Amendment No. 1 dated December 13, 1995.

17. Letter Agreement among ComEd and Chicago, Central and Pacific Railroad Company dated March 22, 1994.

18. Settlement and Release Agreement among ComEd and Chicago, Central and Pacific Railroad Company dated December 15, 1997.

"Transportation Contracts Minimum" means 90% of the minimum volume requirements in the UP contracts listed in the definition of Transportation Contracts and two-thirds of the minimum volume requirements in the BN Contracts listed in such definition.

"Unassigned Contracts" means the Coal Contracts, the Transportation Contracts and the Railcar Leases listed on Schedule A hereto, which are the Contracts which have not been transferred and assigned to the Purchaser.

"UP" means Union Pacific Railroad Company, a Utah corporation.

ARTICLE II
Agency

Section 2.1 General. Purchaser hereby appoints ComEd as its agent to act on its behalf as described in this Agreement, and ComEd accepts such appointment. Subject to the terms and conditions of this Agreement, ComEd, as Agent for the Purchaser, shall administer the Unassigned Contracts on behalf and for the benefit of the Purchaser, provided, however that

(a) ComEd and Purchaser intend that Agent will administer the Unassigned Contracts as Agent for Purchaser so that Purchaser will obtain the benefit of its Coal Contracts Allocation and its Proportional Share in the transportation services provided pursuant to this Agreement and be responsible generally, but subject to the express provisions of this Agreement for such Coal Contracts Allocation and Proportional Share in the liabilities and obligations arising under the Unassigned Contracts;

(b) Agent shall not take or be obligated to take any action under or pursuant to any Unassigned Contract except as expressly directed in writing by Purchaser;

(c) Purchaser shall cause Agent, on Purchaser's behalf, to perform Purchaser's obligations under the Unassigned Contracts and not direct Agent to take any action or fail to direct Agent to take any action which action or failure to act would be in breach of any of the Unassigned Contracts;

(d) pursuant to the Coal Contracts included in the Unassigned Contracts, the Purchaser shall be required to have delivered to the Facilities the Coal Contracts Allocation during the respective terms of the Coal Contracts;

(e) Purchaser acknowledges that ComEd has, pursuant to the Asset Purchase Agreement, assigned to Purchaser certain

leases of rail cars (the "Coal Cars") described in Schedule 2.1(e)(2) to such Asset Purchase Agreement; Purchaser hereby grants to Agent the right to use and employ the Coal Cars as necessary in the performance of Agent's obligations under this Agreement and ComEd's obligations referred to in Section 2.5;

(f) if and as requested in writing by the Purchaser the Agent shall institute and prosecute legal proceedings in law or in equity in its own name for the enforcement of any of the Unassigned Contracts, provided that such request is accompanied by such indemnity from the Purchaser as the Agent shall reasonably require against the costs, expenses and liabilities to be incurred by Agent in connection with fulfilling its obligations under this Section 2.1(f);

(g) where the Unassigned Contracts require ComEd to perform within a specified time period or to give written notice on or before specified dates, the Purchaser shall give the required written instructions with respect to such matters with sufficient lead time to permit the Agent to comply with such requirements;

(h) the Purchaser acknowledges that Agent shall not be liable to Purchaser for any breach of any of the Unassigned Contracts by any of the Third Parties or for any costs, expenses, damages or liabilities incurred by Purchaser as a result of (i) any failure of any coal supplier pursuant to the Coal Contracts to meet the specifications applicable to coal to be delivered thereunder, (ii) any failure of such Third Parties to supply transportation services pursuant to the Transportation Contracts or (iii) any damage or delay inflicted by any Third Party;

(i) Agent agrees that it shall not enter into any amendment to, or waive the Third Parties' performance of, any of the Unassigned Contracts without the advance written consent of the Purchaser; and

(j) Purchaser agrees to satisfy in full the Transportation Contracts Minimum in accordance with the terms of the Transportation Contracts.

Section 2.2 Staffing. ComEd shall employ and devote such staff personnel (on a full or part time basis) to the performance of its obligations under this Agreement as it shall deem necessary in its sole discretion. The salaries and benefits accorded to such employees shall be in the sole discretion of ComEd.

Section 2.3 Costs, Expenses, Reimbursement. (a) In consideration for its services as Agent hereunder and as reimbursement of the out-of-pocket costs incurred by ComEd in respect of maintaining the staff required by Section 2.2, the

Purchaser shall pay to ComEd monthly an amount equal to [78]% of such costs. Agent shall submit a written invoice with respect to the amount payable pursuant to this Section 2.3 no later than the 10th day of each month with respect to the preceding month and Purchaser shall pay such invoice not later than five business days thereafter.

(b) Agent shall forward to Purchaser upon receipt all invoices received by Agent in respect of any fossil fuel delivered to any Facility pursuant to a Coal Contract, all related transportation services pursuant to a Transportation Contract and all other costs and expenses payable under any of the Unassigned Contracts, and Purchaser shall pay the same in accordance with their respective terms.

(c) In the event that Agent shall receive any rebates or refunds from any of the Third Parties pursuant to any of the Unassigned Contracts, and such rebate or refund is directly attributable to amounts paid solely by Purchaser under such Unassigned Contract, Agent shall pay such rebate or refund to Purchaser within 10 business days of receipt by Agent. All other rebates and refunds received by Agent during a calendar year shall be aggregated, and Agent shall pay to Purchaser, on or before the ____ day of _____ in the following calendar year, a portion thereof equal to the aggregate amount so received multiplied by a fraction, the numerator of which is the aggregate tons of coal delivered to the Facilities pursuant to the Unassigned Contracts during such calendar year and the denominator of which is the aggregate tons of such coal delivered during such calendar year to (i) the Facilities and (ii) Kincaid Generating Station and State Line Generating Station. ComEd shall be entitled to keep as its own properties any amount of such rebates or refunds properly allocable to coal delivered to the Kincaid Generating Station and the State Line Generating Station pursuant to the Unassigned Contracts.

(d) Purchaser agrees that it shall be solely responsible for, and shall pay when due, all loss, costs and expenses incurred by Purchaser or Agent with respect to the Coal Cars. Without limiting the generality of the foregoing, Purchaser shall be solely responsible for the costs of management, inspection, maintenance, repair and replacement of the Coal Cars. Agent shall pay over to Purchaser all amounts paid to it under Transportation Contracts by the carriers thereunder in the event of damage or destruction of the Coal Cars. Purchaser agrees to maintain, make available to Agent, in good operating condition, a fleet of Coal Cars sufficient to enable Agent to comply with its obligations to Purchaser under this Agreement. Coal Cars subject to leases which are Unassigned Contracts shall be included in the fleet of equipment subject to this clause (d).

Section 2.4 Indemnification. (a) Purchaser agrees to indemnify and hold harmless ComEd and its Affiliates, and each of their officers, directors, employees, partners, attorneys, agents and successors and assigns (the "ComEd Group"), from and against all damages, claims, losses, fines, penalties, liabilities and expenses, including reasonable legal, accounting, and other expenses, which arise out of or relate to the following:

(i) any breach by Purchaser of any of its covenants in this Agreement or any failure of Purchaser to perform any of its obligations under this Agreement;

(ii) any breach by any Third Party of any of its covenants in the Unassigned Contracts or any failure of any Third Party to perform any of its obligations under the Unassigned Contracts;

(iii) (A) any breach of any of the covenants or agreements contained in any of the Unassigned Contracts, (B) any failure to perform any of ComEd's obligations under any of such agreements, or (C) any act or inaction by ComEd in the performance of its obligations under this Agreement, unless and only if, and to the extent that there has been a final judicial determination that any such breach, failure act or inaction resulted from ComEd's gross negligence or willful misconduct;

(iv) any Third Party Claim against any member of the ComEd Group resulting from or arising out of the existence, performance or breach of any of the Unassigned Contracts, in each case arising out of any act or inaction by Purchaser or the performance of the Unassigned Contracts by Agent for the benefit of the Purchaser, including, without limitation, any personal injury or property damage; and

(v) any claim by any Third Party that this Agreement, the appointment of ComEd as Agent hereunder or the performance by Agent of its obligations hereunder on behalf of the Purchaser is a breach of any of the Unassigned Contracts.

(b) Upon obtaining knowledge of a claim for which it is entitled to indemnity under this Section 2.4 ComEd shall promptly notify the Purchaser (the "Indemnitor") in writing of any damage, claim, loss, fine, penalty, liability or expense that the ComEd Group (the "Indemnitee") has determined has given or could give rise to a claim under Section 2.4. (The written notice is referred to as a "Notice of Claim".) A Notice of Claim shall specify, in reasonable detail, the facts known to the Indemnitee regarding the claim. Subject to the terms of this Agreement, the failure to provide (or timely provide) a Notice of Claim shall not affect the Indemnitee's rights to indemnification; provided, however, the Indemnitor is not obligated to indemnify the Indemnitee to the extent that the

Indemnitor is materially prejudiced by the failure to deliver timely a Notice of Claim.

(c) After the giving of any Notice of Claim pursuant hereto, the amount of indemnification to which an Indemnitee shall be entitled under this Section 2.4 shall be determined: (i) by the written agreement between the Indemnitee and the Indemnitor; (ii) by a final judgment or decree of any court of competent jurisdiction; or (iii) by any other means to which the Indemnitee and the Indemnitor shall agree. The judgment or decree of a court shall be deemed final when the time for appeal, if any, shall have expired and no appeal shall have been taken or when all appeals taken shall have been finally determined.

(d) The Indemnitor shall defend, in good faith and at its expense, with counsel selected by the Indemnitor after reasonable consultation with the Indemnitee, any claim or demand set forth in a Notice of Claim relating to a Third Party Claim and the Indemnitee, at its expense, may participate in the defense. The Indemnitee cannot settle or compromise any Third Party Claim so long as the Indemnitor is defending it in good faith, except that the Indemnitee may settle or compromise any claim with respect to which it releases the Indemnitor from its obligations under this Section 2.4. If the Indemnitor elects not to contest a Third Party Claim or if and to the extent that, in the opinion of the Indemnitee and its counsel, such Third Party Claim involves the potential imposition of criminal liability on the Indemnitee, the Indemnitee may assume and control the defense of such claim; provided, however, that the Indemnitee may not settle any such claim which settlement requires the Indemnitor to pay money, perform obligations or admit liability without the consent of the Indemnitor, such consent not to be unreasonably withheld. The Indemnitor may at any time request Indemnitee to agree to the abandonment of the contest of the Third Party Claim or to the payment or compromise by the Indemnitor of the asserted claim or demand. If the Indemnitee does not object in writing within fifteen (15) days of the Indemnitor's request, the Indemnitor may proceed with the action stated in the request. If within that fifteen (15) day period the Indemnitee notifies the Indemnitor in writing that it has determined that the contest should be continued, the Indemnitor shall be liable under this Section 2.4 only for an amount up to the amount that the third party to the contested Third Party Claim had agreed to accept in payment or compromise as of the time the Indemnitor made its request.

Section 2.5 <u>Kincaid Generating Station; State Line Generating Station</u>. Anything in this Agreement to the contrary notwithstanding, Purchaser agrees that ComEd shall be entitled to utilize the transportation services supplied pursuant to the Transportation Contracts for its own account for the purposes of fulfilling ComEd's obligations under (a) the Kincaid Coal Supply

Agreement and (b) the State Line Coal Supply Agreement. No act or failure to act by ComEd in conformity with such obligations shall be, or be deemed to be, a breach by ComEd of any of its duties hereunder. ComEd shall use reasonable efforts in good faith to avoid any conflict between its acts as Agent hereunder and its responsibilities under the State Line Coal Supply Agreement and the Kincaid Coal Supply Agreement.

ARTICLE III
Representations and Warranties

Section 3.1 Representations and Warranties of Purchaser. Purchaser hereby makes the following representations and warranties to ComEd:

(a) Purchaser is a _____ [corporation] [limited liability company] duly organized, validly existing and in good standing under the laws of the State of _____ and has the legal power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

(b) The execution, delivery and performance by Purchaser of this Agreement have been duly authorized by all necessary corporate action, and do not and will not require any consent or approval of Purchaser's Board of Directors or equity holders other than that which has been obtained (evidence of which shall be, if it has not heretofore been, delivered to ComEd).

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Agreement, do not and will not conflict with or constitute a breach of or a default under, any of the terms, conditions or provisions of any legal requirements, or any organizational documents, agreement, deed of trust, mortgage, loan agreement, or other evidence of indebtedness or result in a breach of or a default under any of the foregoing.

(d) This Agreement constitutes the legal, valid and binding obligation of Purchaser enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally or by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(e) There is no pending, or to the knowledge of Purchaser, threatened action or proceeding affecting Purchaser before any governmental authority which purports to affect the legality, validity or enforceability of this Agreement.

Section 3.2 Representations and Warranties of ComEd. ComEd hereby makes the following representations and warranties to Purchaser:

(a) ComEd is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois, is qualified to do business in the State of Illinois and has the legal power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

(b) The execution, delivery and performance by ComEd of this Agreement have been duly authorized by all necessary corporate action, and do not and will not require any consent or approval of ComEd's Board of Directors or shareholders other than that which has been obtained (evidence of which shall be, if it has not heretofore been, delivered to Purchaser).

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Agreement do not and will not conflict with or constitute a breach of or a default under, any of the terms, conditions or provisions of any legal requirements, or its articles of incorporation or bylaws, or any deed of trust, mortgage, loan agreement or other evidence of indebtedness or result in a breach of or a default under any of the foregoing.

(d) This Agreement constitutes the legal, valid and binding obligation of ComEd enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally or by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(e) There is no pending, or to the knowledge of ComEd, threatened action or proceeding affecting ComEd before any governmental authority which purports to affect the legality, validity or enforceability of this Agreement.

ARTICLE IV
Term and Termination

Section 4.1 Term. This Agreement shall be effective from and after the date hereof and shall terminate on the earlier to occur of: (a) the date on which all of the Unassigned Contracts shall have been duly assigned and transferred to the Purchaser (with the consent, where necessary of the Third Parties thereto) and such transfers and assignments have been accepted by the Purchaser; and (b) the date on which all of the Unassigned Contracts shall have terminated in accordance with their respective terms; provided that, (i) in any case, Purchaser shall have paid all amounts due to ComEd hereunder on or prior to such termination date and for services provided by ComEd hereunder prior to such termination date and any amounts due to the Third Parties pursuant to the Unassigned Contracts on or prior to such termination date and (ii) Purchaser's obligations under Section 2.4 of this Agreement shall not terminate.

Section 4.2 Default; Termination.

(a) Purchaser's Default. The occurrence and continuation of any of the following events or circumstances at any time, except to the extent caused by, or resulting from, an act or omission of ComEd in breach of this Agreement shall constitute an event of default by Purchaser ("Purchaser's Event of Default"):

(i) Purchaser fails to pay any sum from it hereunder on the due date thereof and such failure is not remedied within ten Business Days after receipt of written notice thereof;

(ii) Purchaser's Bankruptcy; or

(iii) Purchaser fails in any material respect to perform or comply with any other obligation in this Agreement on its part to be observed or performed which failure materially and adversely affects ComEd, and if reasonably capable of remedy, is not remedied within 60 days after ComEd has given written notice to Purchaser of such failure and requiring its remedy; provided, however, that if such remedy cannot reasonably be cured within such period of 60 days, such failure shall not constitute a Purchaser's Event of Default if Purchaser has promptly commenced and is diligently proceeding to cure such default.

(b) ComEd Default. The occurrence and continuation of any of the following events or circumstances at any time, except to the extent caused by, or resulting from, an act or omission of

Purchaser in breach of this Agreement, shall constitute event of default by ComEd ("ComEd Event of Default"):

(i) ComEd's Bankruptcy; or

(ii) ComEd fails in any material respect to perform or comply with any obligation in this Agreement on its part to be observed or performed which failure materially and adversely affects Purchaser, and if reasonably capable of remedy, is not remedied within 60 days after Purchaser has given written notice to ComEd of such failure and requiring its remedy; provided, however, that if such remedy cannot reasonably be cured within such period of 60 days, such failure shall not constitute a ComEd Event of Default if ComEd has promptly commenced and is diligently proceeding to cure such default.

(c) Remedies and Remedies Cumulative. Upon the occurrence and during the continuation of a ComEd Event of Default or a Purchaser's Event of Default, the non-defaulting party may at its discretion (A) terminate this Agreement upon 30 days written notice to the Party in default and (B) exercise any other rights and remedies available at law or in equity.

ARTICLE V
Arbitration

Section 5.1 Disagreements. (a) Administrative Committee Procedure. If any disagreement arises on matters concerning this Agreement, the disagreement shall be referred to one representative of each Party, who shall attempt to timely resolve the disagreement. If such representatives can resolve the disagreement, such resolution shall be reported in writing to and shall be binding upon the Parties. If such representatives cannot resolve the disagreement within a reasonable time, or a Party fails to appoint a representative within 10 business days of written notice of the existence of a disagreement, then the matter shall proceed to arbitration as provided in Section 5(b).

(b) Arbitration. If pursuant to Section 5(a), the Parties are unable to resolve a disagreement arising on a matter pertaining to this Agreement, such disagreement shall be settled by arbitration in Chicago, Illinois. The arbitration shall be governed by the United States Arbitration Act (9 U.S.C. §1 et seq.), and any award issued pursuant to such arbitration may be enforced in any court of competent jurisdiction. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. Notice of demand for arbitration must be

filed in writing with the other Party to this Agreement. Arbitration shall be conducted as follows:

(i) Either Party may give the other Party written notice in sufficient detail of the disagreement and the specific provision of this Agreement under which the disagreement arose. The demand for arbitration must be made within a reasonable time after the disagreement has arisen. In no event may the demand for arbitration be made if the institution of legal or equitable proceedings based on such disagreement is barred by the applicable statute of limitations. Any arbitration related to this Agreement may be consolidated with any other arbitration proceedings related to this Agreement.

(ii) The Parties shall attempt to agree on a person with special knowledge and expertise with respect to the matter at issue to serve as arbitrator. If the Parties cannot agree on an arbitrator within ten days, each shall then appoint one person to serve as an arbitrator and the two thus appointed shall select a third arbitrator with such special knowledge and expertise to serve as Chairman of the panel of arbitrators; and such three arbitrators shall determine all matters by majority vote; provided, however, if the two arbitrators appointed by the Parties are unable to agree upon the appointment of the third arbitrator within five days after their appointment, both shall give written notice of such failure to agree to the Parties, and, if the Parties fail to agree upon the selection of such third arbitrator within five days thereafter, then either of the Parties upon written notice to the other may require appointment from, and pursuant to the rules of, the Chicago office of the American Arbitration Association for commercial arbitration. Prior to appointment, each arbitrator shall agree to conduct such arbitration in accordance with the terms of this Agreement.

(iii) The Parties shall have sixty days from the appointment of the arbitrator(s) to perform discovery and present evidence and argument to the arbitrator(s). During that period, the arbitrator(s) shall be available to receive and consider all such evidence as is relevant and, within reasonable limits due to the restricted time period, to hear as much argument as is feasible, giving a fair allocation of time to each Party to the arbitration. The arbitrator(s) shall use all reasonable means to expedite discovery and to sanction noncompliance with reasonable discovery requests or any discovery order. The arbitrator(s) shall not consider any evidence or argument not presented during such period and shall not extend such period except by the written consent of both Parties. At the conclusion of such period, the arbitrator(s) shall have forty-five calendar days to

reach a determination. To the extent not in conflict with the procedures set forth herein, which shall govern, such arbitration shall be held in accordance with the prevailing rules of the Chicago office of the American Arbitration Association for commercial arbitration.

(iv) The arbitrator(s) shall have the right only to interpret and apply the terms and conditions of this Agreement and the Unassigned Contracts and to order any remedy allowed by this Agreement, but may not change any term or condition of this Agreement, deprive either Party of any right or remedy expressly provided hereunder, or provide any right or remedy that has been excluded hereunder.

(v) The arbitrator(s) shall give a written decision to the Parties stating their findings of fact, conclusions of law and order, and shall furnish to each Party a copy thereof signed by them within five calendar days from the date of their determination. The arbitrator's(s) decision shall be final and binding upon the Parties.

(vi) Each Party shall pay the cost of the arbitrator(s) with respect to those issues as to which they do not prevail, as determined by the arbitrator or arbitrators.

ARTICLE VI
Miscellaneous

Section 6.1 Governing Law. This Agreement shall be deemed to be an Illinois contract and shall be construed in accordance with and governed by the laws of Illinois without regard to its conflicts of laws provisions.

Section 6.2 Entire Agreement and Amendments. This Agreement and the Asset Purchase Agreement supersede all previous representations, understandings, negotiations and agreements either written or oral between the Parties hereto or their representatives with respect to the Unassigned Contracts and constitute the entire agreement of the Parties with respect to the subject matter hereof. No amendments or changes to this Agreement shall be binding unless made in writing and duly executed by both Parties.

Section 6.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument.

Section 6.4 Severability. If any provision hereof is held invalid or unenforceable by any arbitrator, court or as a

result of future legislative action, this holding or action will be strictly construed and will not affect the validity or effect of any other provision hereof. To the extent permitted by law, the Parties waive, to the maximum extent permissible, any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

Section 6.5 Successors and Assigns. Either Party may assign any of its rights hereunder, but no such assignment shall relieve it of its obligations hereunder. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. The successors and permitted assigns hereunder shall include, in the case of Purchaser, any permitted assignee as well as the successors in interest to such permitted assignee (whether by merger, liquidation (including successive mergers or liquidations) or otherwise).

Section 6.6 Notices. Unless otherwise provided in this Agreement, any notice, consent or other communication required to be made under this Agreement shall be in writing and shall be delivered to the address set forth below or such other address as the receiving Party may from time to time designate by written notice:

If to ComEd, to:

Commonwealth Edison Company
One First National Plaza, 37th Floor
10 South Dearborn Street
Chicago, Illinois 60603
Attention: Senior Vice President - Transmission

with a copy to:

Commonwealth Edison Company
Law Department
Room 1535
125 South Clark Street
Chicago, Illinois 60603
Attention: Associate General Counsel
and Corporate Secretary

If to Purchaser, to:

_____
_____
_____
_____
Attention:_____

with a copy to:

_____
_____
_____
_____
Attention:_____

All notices shall be effective when received.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth at the beginning of this Agreement.

COMMONWEALTH EDISON COMPANY

By_____
Name:
Title:

[PURCHASER]

By_____
Name:
Title:

Exhibit L

Form of FIRPTA Affidavit

Form of FIRPTA Affidavit

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of U.S. real property interests by Commonwealth Edison Company ("ComEd"), the undersigned hereby certifies the following on behalf of ComEd:

1. ComEd is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and the Income Tax Regulations);

2. ComEd's U.S. employer identification number is _____; and

3. ComEd's office address is _____
_____

ComEd understands that this certification may be disclosed to the Internal Revenue Service by a transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of ComEd.

COMMONWEALTH EDISON COMPANY

By: _____
Name: _____
Title: _____