

THIS INSTRUMENT WAS DRAFTED
BY:

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Chicago, IL 60611

MAIL AFTER RECORDING TO:

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Kirkland & Ellis
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Chicago, IL 60601

7323355
04/15/99 11:03 AM 26.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FOUNDERS TITLE
REC BY: Z JOHANSON , DEPUTY - WI

Above Space For Recorder's Use Only

**UTAH
SPECIAL WARRANTY DEED**

(Salt Lake City Sheet Plant, Salt Lake City, Salt Lake County, UT)
(5.3.6)

THIS SPECIAL WARRANTY DEED is made this 12th day of April, 1999, by TENNECO PACKAGING INC., a Delaware corporation, formerly known as Packaging Corporation of America, a Delaware corporation, formerly known as PKG Corporation, a Delaware corporation ("Grantor"), having an address of 1900 West Field Court, Lake Forest, Illinois 60045, to PACKAGING CORPORATION OF AMERICA, a Delaware corporation ("Grantee"), having an address of 1900 West Field Court, Lake Forest, Illinois 60045.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration in hand paid by the Grantee, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Directors of said corporation, by these presents does **CONVEY AND WARRANT** unto the Grantee, and to its successors and assigns, **FOREVER**, all the land, situated in the County of Salt Lake and State of Utah known and described on Exhibit A attached hereto and made a part hereof (the "Premises").

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity, of, in and to the Premises, with the hereditaments and appurtenances: **TO HAVE AND TO HOLD** the Premises as above described, with the appurtenances, unto the Grantee, its successors and assigns forever.

And the Grantor, for itself, and its successors and assigns, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that during the period that Grantor has owned title to the Premises, it has not done or suffered to be done anything whereby the

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f. 36779

Premises hereby granted are, or may be, in any manner encumbered or charged, except as set forth as "Title Exceptions" on Exhibit B attached hereto and made a part hereof; and that subject to such Title Exceptions, the Grantor will warrant and forever defend the Premises against all persons lawfully claiming by, through or under the Grantor, but not otherwise.


The officer who signs this Special Warranty Deed hereby certifies that this Special Warranty Deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents by its Vice President and attested to by its Assistant Secretary, the day and year first above written.

TENNECO PACKAGING INC., a Delaware corporation

By: 
Name: James V. Faulkner, Jr.
Its: Vice President

ATTEST:

By: 
Name: John Olsen
Its: Assistant Secretary



MAIL TAX BILLS TO:

AVTAX Inc.
1025 West Everett Road
Lake Forest, IL 60045

TAX PARCEL NOS.:

15-01-329-003
15-01-329-006
15-01-329-007
15-01-329-008

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

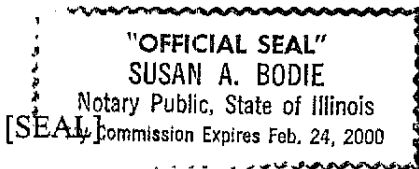
I, Susan A. Bodie, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that James V. Faulkner, Jr., personally known to me to be the Vice President of Tenneco Packaging Inc., a Delaware corporation, formerly known as Packaging Corporation of America, a Delaware corporation, formerly known as PKG Corporation, a Delaware corporation, and John Olsen, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 12th day of April, 1999.

Susan A. Bodie
Notary Public

Name: Susan A. Bodie

Commission Expires: Feb 24, 2000



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Salt Lake City Sheet Plant
460 West 500 South
Salt Lake City, UT
Salt Lake County
Site 5.3.6

EXHIBIT "A"

Legal Description

FOUR COPY
CO. RECORDED

PARCEL 1:

West 3 rods of South 10 rods of Lot 3, and all of Lot 4, Block 44, Plat "A", Salt Lake City Survey.

PARCEL 2:

Commencing at the Southwest corner of Lot 2, Block 44, Plat "A", Salt Lake City Survey; thence East 2.5 rods, North 20 rods, West 12.5 rods, South 10 rods, East 3 rods, South 10 rods, East 7 rods to beginning.

PARCEL 3:

Commencing 5 rods West from the Southeast corner of Lot 2, Block 44, Plat "A", Salt Lake City Survey, thence West 2.5 rods, North 20 rods, East 2.5 rods, South 20 rods to beginning.

PARCEL 4:

Beginning at a point 2.5 rods West of the Southeast corner of Lot 2, Block 44, Plat "A", Salt Lake City Survey; and running thence North 10.0 rods; thence West 2.5 rods; thence South 10.0 rods; thence East 2.5 rods to the point of beginning.

PARCEL 5:

Commencing with the Southeast corner of Lot 2, Block 44, Plat "A", Salt Lake City Survey and running thence West 2-1/2 rods; thence North 10 rods; thence East 2.5 rods; thence South 10 rods to the point of beginning.

PARCEL 6:

Commencing at the Southwest corner of Lot 5, Block 44, Plat "A", Salt Lake City Survey, thence North 10 rods; thence East 3 rods; thence North 33.2 feet; thence West 4 feet; thence North 131.8 feet; thence East 284.50 feet; thence South 20 rods; thence West 20 rods to the point of beginning.

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EXHIBIT B

TITLE EXCEPTIONS

- (a) real estate taxes, assessments and other governmental charges not yet due and payable or due but not delinquent as of the date hereof or being contested in good faith by appropriate proceedings;
- (b) mechanic's, workmen's, repairmen's, warehousemen's, carriers, or other like liens arising or incurred in the ordinary course of business for amounts which are not delinquent and which will not individually or in the aggregate have a Material Adverse Affect (as such term is defined in that certain Contribution Agreement dated as of January 25, 1999 among Grantor, Grantee and PCA Holdings LLC (referred to herein as the "Contribution Agreement"), original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business;
- (c) easements, quasi-easements, licenses, covenants, rights-of-way and other similar restrictions, including any other agreements, conditions, restrictions, or other matters which would be shown by a current title report or other similar report or listing;
- (d) any conditions that may be shown by a current survey, title report or physical inspection;
- (e) zoning, building and other similar restrictions, provided that none of the liens, charges, encumbrances, security interests, options or any other restrictions or third party rights listed in items (c) and (d) above and in this item (e) materially impairs the uses of the Premises as currently used or materially detracts from the value thereof as currently used;
- (f) liens, charges, encumbrances, security interests, options or any other restrictions or third party rights not described in items (a) through (e) above and which, individually or in the aggregate, would not have a Material Adverse Effect (as such term is defined in the Contribution Agreement); and
- (g) the following specific title exceptions set forth in Chicago Title Insurance Company title commitment bearing effective date of March 3, 1999:

Salt Lake City Sheet Plant
460 West 500 South
Salt Lake City, UT
Salt Lake County
Site 5.3.6

EXHIBIT B

TITLE EXCEPTIONS

(Continued)

1. Easements disclosed by Warranty Deed dated December 6, 1973, recorded December 7, 1973 as Entry No. 2586808 in Book 3472, Page 379 more particularly described as:

Subject to an unobstructed right of way 20 feet in width for egress and ingress of motor vehicles over Lots 5 and 6 of said Block 44, which easement shall be so located as to permit convenient passage of vehicles between 4th West Street and the South 50 feet of the North 215 feet of Lot 7 of said Block 44. Grantee may elect at a later date to convey an unobstructed right of way to 4th South Street not less than 16 feet in width over Lot 6 of said Block 44, in lieu of the aforementioned right of way, provided it is located in such a way as to be accessible to the South 50 feet of the North 215 feet of Lot 7 of said Block 44.

Subject to a perpetual Switch Track easement 16 feet in width over and across Lots 5 and 6 of said Block 44, which easement is intended for railroad egress and ingress to the North half of Lot 7 of said Block 44, such easement extending 8 feet to either side of the center line of the existing D & RGW Spur track across Lots 5 and 6 of said Block 44, and which center line intersects the lot line between Lots 6 and 7 at a point 157 feet South of the North line of said lots. This easement shall run with the title to the North half of Lot 7 of said Block 44.

2. The rights of a railroad to operate over and across portions of subject property as set forth in mesne documents of record.