DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND PARKING RIGHTS



THIS DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND PARKING RIGHTS (this "Declaration") made as of June 5, 2000 by LINCOLN, ASHLAND & BELMONT, L.L.C., a Delaware limited limitity company (the "Declarant"), is indee with reference to the following facts:

- A. As of the date hereof, the Declarant is the owner of record of the real property legally described on Exhibit A attached here to and made a part here of and all improvements located thereon (collectively, the "North Project"). The North Project has been vertically subdivided, and as of the date hereof, the North Project is comprised of two separate, subdivided parcels of real property. The first parcel (identified as "Parcel 1" on Exhibit A attached hereto) is improved with an approximately 30,000 square foot building to be used for real purposes (said Parcel 1 together with all improvements now or hereafter located thereon are collectively referred to herein as the "North Building") and is also improved with a surface parking 1 t containing approximately 45 parking spaces and driveways and walkways related thereto (said parking lot together with all improvements now or hereafter located thereon are collectively referred to herein as the "Surface Parking Area"). The second parcel (identified as "Parcel 2" on Exhibit A attached hereic) is located directly above the North Building and is improved with a multi-level parking garage containing not less than 184 parking spaces and ramps, elevators, stairways, walkways and driveways relued thereto (said Parcel 2 together with all improvements now or hereafter located thereon are collectively referred to herein as the "Parking Deck").
- B. As of the date hereof, the Declarant is also the owner of record of the r(z) property legally described on Exhibit B attached hereto and made a part hereof and all improvements located thereon (the "South Parcel").
- C. The North Project and the South Parcel are in close proximity to one another and are separated by the public right-of-way commonly known as West School Street in Chicago, Illinois.
- D. For purposes of this Declaration, the person or entity (or persons or entities if more than one) at any time in question holding fee simple title to the North Project is referred to in this Declaration as the "Owner of the North Project", and the person or entity (or persons or entities if more than one) at any time in question holding fee simple title to the South Parcel is referred to in this Declaration as the "Owner of the South Parcel". For purposes of this Declaration, any person or

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entity at any time in question leasing more than seventy-five percent (75%) of the Gross Area of the South Parcel is referred to in this Declaration as the "Major South Tenant". For purposes of this Declaration, any person or entity at any time in question leasing more than seventy-five percent (75%) of the Gross Area of the North Building is referred to in this Declaration as the "Major North Tenant".

E. In order to facilitate future separate use and ownership of the North Project and the South Parcel, the Declarant desires to impose certain covenants and obligations and to grant certain rights, benefits, privileges and easements on and to the Owner of the North Project and the Owner of the South Parcel, all as more particularly set forth below in this Declaration.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby makes the following grants, agreements, covenants and restrictions and declares that the North Project and the South Parcel are and shall be held, transferred, sold, conveyed, mortgaged, leased and occupied subject thereto:

ARTICLE I

GRA'N) OF EASEMENTS

- 1.1 Grant of Parking Easement. The Declarant, as the present Owner of the North Project, hereby grants, remises and quitclaims to the Owner of the South Parcel, its heirs, successors and assigns, and to the Owner of the South Parcel's tenants and to each of their respective employees, suppliers, agents, customers, contractors, business invitees, subtenants, licensees and concessionaires as an easement appurtenant to the South Parcel, a perpetual, non-exclusive easement for ingress and egress over, across, on and in the Parking Deck for pedestrian and passenger vehicle traffic and the parking of passenger vehicles therein. The Parking Deck may not be used for ingress, egress or parking of trucks, trailers and other similar commercial vehicles.
- 1.2 <u>Grant of Access Easement</u>. The Declarant, as the present Owner of the North Project, hereby grants, remises and quitclaims to the Owner of the South Parcel, its heirs, successors and assigns, and to the Owner of the South Parcel's tenants and to each of their respective employees, suppliers, agents, customers, contractors, business invitees, subtenants, licensees and concessionaires as an easement appurtenant to the South Parcel, a perpetual, non-exclusive easement for ingress and egress over and across the Surface Parking Area for pedestrian and passenger vehicle traffic, but only to the extent reasonably necessary in order to have access to and from the Parking Deck in connection with the exercise of the rights and privileges granted under <u>Section 1.1</u> hereof. No rights or easements are hereby granted for the parking of vehicles of, any kind whatsoever in or on the Surface Parking Area.
- 1.3 <u>Use of Parking Deck</u>. Exclusive use of the Parking Deck is not hereby granted. The right to use the Parking Deck, likewise for parking and ingress and egress, is expressly reserved for

the Owner of the North Project and its tenants and each of their respective employees, suppliers, agents, customers, contractors, business invitees, subtenants, licensees and concessionaires.

- 1.4 <u>Use of the South Parcel</u>. As long as this Declaration is in effect, the South Parcel shall not be used for other than general office, retail sales and services (and uses which are customarily ancillary thereto). In addition, until the earlier to occur of the expiration or termination of that certain Lease (the "Whole Foods Lease") dated July 28, 1994 by and between the Declarant and Whole Foods Market Southwest, Inc. relating to the North Building, or a termination of the tenant's right to possession thereunder, no portion of the South Parcel shall be used as a movie theater, bowling alley, dance hall, discotheque, bakery, restaurant, bar, coffee store and/or coffee bar, or for the sale of bakery goods, rackaged liquor, coffee beans, specialty foods, gourmet foods, vitamins, ice cream and/or frozen yogurt, or as a grocery store or supermarket, or for any use inconsistent with the customary character of a first-class retail shopping center (such as, without limitation, a "sex", "head" or "pawn" shop use).
- 1.5 <u>Additions to the South Parcel</u>. The easements granted in this Declaration are not appurtenant to any real property that is adjacent to, or that may hereafter come into common ownership with, the South Parcel.
- 1.6 <u>Division of the South Parcel</u>. If the South Parcel is hereafter divided into two or more parts by separation of ownership, by lease or otherwise, all such parts shall enjoy the benefit of the easements hereby created. Subject to <u>Section 4.5</u> below, each Owner of the South Parcel shall be jointly and severally liable for the Owner of the South Parcel's obligations under this Declaration, including, but not limited to, payments of the Easement Fee.
- 1.7 Parking Rules and Regulations. The exercise of the rights and privileges under Sections 1.1 and 1.2 hereof and the use of the Parking Deck pursuant thereto shall be subject to written rules and regulations promulgated from time to time governing the use and operation of the Parking Deck. Such rules and regulations shall be applied on a uniform basis against all parties lawfully entitled to use the Parking Deck; provided, however, that in no event shall such rules and regulations materially interfere with the rights and privileges granted under this Declaration. Such rules and regulations shall be mutually acceptable to the Owner of the North Project, the Owner of the South Parcel, any Major North Tenant and any Major South Tenant.
- 1.8 <u>Reimbursement Obligations</u>. The Owner of the South Parcel shall reimburse the Owner of the North Project for the Owner of the South Parcel's Share of the Parking Deck Expenses and the Parking Deck Taxes in the manner specified below:
 - A. <u>Parking Deck Expenses</u>. The Owner of the South Parcel shall pay monthly on the first day of each calendar month the Owner of the South Parcel's Share (as hereinafter defined) of any and all operating expenses of the Parking Deck net of any revenue received from the operation of the Parking Deck (the "Parking Deck Expenses"), but excluding, however, the cost of any capital repairs to the Parking Deck, such as, but not limited to,

replacing or resurfacing (as opposed to repairing) the Parking Deck or replacing the lighting system. The amount of such monthly payment for each calendar year shall be reasonably determined by the Owner of the North Project taking into consideration the Owner of the South Parcel's Share of the Parking Deck Expenses from the previous year. Subsequent to the end of each calendar year, the Owner of the North Project shall furnish the Owner of the South Parcel with a statement of the actual amount of the Owner of the South Parcel's Share of Parking Deck Expenses for such period. The statements shall be provided by March 1 of the following year (subject to delays caused by events of force majeure), and shall be reasonably itemized showing all Parking Deck Expenses. If the total amount of monthly payments paid by the Owner of the South Parcel under this paragraph for any calendar year shall be less than the actual amount of the Owner of the South Parcel's Share of Parking Deck Expenses for such year as shown on such statement, the Owner of the South Parcel shall pay the Owner of the North Project the difference within thirty (30) days after the furnishing of such statemera. If the total amount of monthly payments paid by the Owner of the South Parcel for any such calendar year shall exceed the amount of the Owner of the South Parcel's Share of Parking Deck Expenses as shown on such statement, such excess will be credited against the next payments due under this paragraph from the Owner of the South Parcel.

- Books and Records. The Owner of the South Parcel's obligations for payment B. of Parking Deck Expenses shall be conditioned upon the Owner of the South Parcel receiving a bill therefor within twelve (12) months following the period in which same were incurred by the Owner of the North Project. Upo 1 request made no more frequently than once a year, the Owner of the North Project will provide the Owner of the South Parcel with copies of invoices or paid receipts or other reasonable evidence of all Parking Deck Expenses shown on the most recent annual statement. The Owner of the South Parcel shall have the right to audit the Owner of the North Project's books and records related to any cost shown on such annual statements, and the Owner of the North Project shall make all such books and records (for a period of three years prior to the date of such audit) wilable, not more than once a year, at the location where the Owner of the North Project maintains such records, for inspection following reasonable prior notice and during normal business hours. If any such audit shows that Parking Deck Expenses on any annual statement rendered by the Owner of the North Project is overstated by more than four percent (4%), the Owner of the North Project shall pay to the Owner of the South Parcel the reasonable out-of-pocket costs of such audit.
- C. Parking Deck Taxes. The Owner of the South Parcel shall pay to the Owner of the North Project, the Owner of the South Parcel's Share of the Parking Deck Taxes (as hereinafter defined). If at any time the Parking Deck is included within a larger parcel for real estate tax purposes, thirty-three percent (33%) of the taxes for the larger parcel in which the Parking Deck is located shall be attributable to the Parking Deck and the Owner of the South Parcel shall pay to the Owner of the North Project, the Owner of the South Parcel under this paragraph shall be made within twenty (20) days after receipt by the Owner of the South

Parcel of the applicable tax bill for the tax year or period for which reimbursement is sought (but in no event shall the Owner of the South Parcel be required to pay the Owner of the North Project more than sixty (60) days prior to the due date for any such tax bill). After the first tax reimbursement is made by the Owner of the South Parcel, the Owner of the South Parcel shall not be obligated to make any subsequent payments to the Owner of the North Project under this paragraph until thirty (30) days after its receipt of copies of the tax receipts, or certified copies of such tax receipts, for the preceding tax period, or if said tax receipts are not available, other evidence satisfactory to the Owner of the South Parcel, conclusively evidencing payment of such taxes. Notwithstanding anything contained in this paragraph to the contrary, if any Major South Tenant is required under the terms of its Lease, or otherwise, to make periodic installment payments to the Owner of the South Parcel towards the Owner of the South Parcel's obligations under this paragraph, the Owner of the South Parcel shall pay such instal in ant payments to the Owner of the North Project at the same time, in the same manner and it the same amount as such payments are made by the Major South Tenant, and such installment rayments shall be applied to the Owner of the South Parcel's obligations under this paragraph.

- D. Owner of the South Parcel's Share. The Owner of the South Parcel's Share shall be sixty-two and 5/10 percent (62.5%); provided, however, in the event more than 30,000 square feet of Gross Area shall be located upon the North Project (other than the Parking Deck), the Owner of the South Parcel's Share shall be a fraction, with the numerator being the number of square feet of Gros: Area in the South Parcel (but not over 50,000) and the denominator being the total number of square feet of Gross Area in the portions of all buildings and structures whose occupants are entitled to utilize the Parking Deck. For purposes of this Declaration, "Gross Area" shall rie in the floor area of an entire building structure or structures and all component parts thereof, including any enclosed or fenced outdoor sales or garden center areas, but excluding niezzanine deck area of a part of a structure, measured from the centerline of demising walls and the outside of exterior walls: provided, however, the door canopy or vestibule area near the exterior of the building, and the loading dock and compactor areas shall not be included. In computing Gross Area there shall be no exclusion by reason of stairs, elevators, escalators, interior partitions or other interior construction or equipment.
- E. Obligations Absolute. Except as expressly provided in Section 2.4 hereof to the contrary, the Owner of the South Parcel's obligations under this Section 1.8 shall be absolute, irrevocable and unconditional under all facts and circumstances, and no abandonment, non-use, or release by the Owner of the South Parcel, any Major South Tenant or any other person or entity of the easements and rights granted under this Declaration shall relieve, release, modify or otherwise affect the Owner of the South Parcel's obligations under this Section 1.8.

ARTICLE II

COVENANTS AND RESTRICTIONS ON THE NORTH PROJECT

- 2.1 Permitted Users of the Parking Deck. Without the Owner of the South Parcel's and any Major South Tenant's prior written consent, the Owner of the North Project shall not grant the right to use the Parking Deck to any other party other than: (i) the Owner of the North Project and its tenants and each of their respective employees, suppliers, agents, customers, contractors, business invitees, subtenants, licensees and concessionaires, and (ii) the Owner of the South Parcel and its tenants and each of their respective employees, suppliers, agents, customers, contractors, business invitees, subtenants, licensees and concessionaires.
- 2.2 Maintinance. The Owner of the North Project shall maintain the Parking Deck in a manner commensurate with good standards and provide therefor all such services as are reasonably required, including, without limitation: cleaning and sweeping; snow and ice removal; lighting; policing (if necessary and if requested by the users of the Parking Deck) to insure that only authorized persons park in the Parking Deck; general repair and maintenance of all paved surfaces, parking decks, sidewalks and handicap ramps; repainting of parking area striping; and landscaping and the complete maintenance thereof and shall pay for the cost of utilities and services furnished to the Parking Deck and for the cost of ary security personnel and/or parking lot attendants for the Parking Deck. Subject to casualties, takings by eminent domain or condemnation, governmental or quasi-governmental actions or proceedings, acts of God and other events, causes and circumstances beyond the Owner of the North Project's reasonable control (collectively, "Events of Force Majeure"), the Owner of the North Project shall maintain not less than 184 parking spaces in the Parking Deck, and shall provide in the Parking Deck any necessary handicap parking spaces and ramps required by the American with Disabilities Act or other applicable laws and regulations. Subject to Events of Force Majeure, the configuration and location of the Parking Deck, the Surface Parking Area, and the means of ingress and egress to and from the Perking Deck and the Surface Parking Area to adjoining public streets shall not be changed without the Corner of the South Parcel's and any Major South Tenant's prior written consent.
- 2.3 <u>Compliance with Laws</u>. The Owner of the North Project shall cause the Parking Deck to comply with all applicable laws, codes, ordinances, orders, and regulations (including those relating to public health and sanitation or safety) issued or promulgated by federal, state and local governmental authorities whether now in force or hereafter passed, adopted or promulgated.
- 2.4 <u>Insurance</u>. Subject to reimbursement pursuant to <u>Section 1.8</u> hereof, The Owner of the North Project shall purchase and maintain fire and extended coverage insurance on the Parking Deck. Said insurance shall include protection against all the hazards covered by the broad form Fire and Extended Coverage form of insurance policy in effect in the State of Illinois and shall be in amounts equal to one hundred percent (100%) of the full replacement cost thereof. The Owner of the North Project shall also purchase and maintain comprehensive general public liability insurance with respect to the Parking Deck and the Surface Parking Area indemnifying the Owner of the South

Parcel and its tenants for any and all claims for damages to persons or property or loss of life or property occurring upon, in or about the Parking Deck or the Surface Parking Area. Such liability insurance shall afford protection to the limits of not less than Two Million Dollars (\$2,000,000.00) for each occurrence, bodily injury and property damage combined.

- Payment of Taxes. Subject to reimbursement pursuant to Section 1.8 hereof, the 2.5 Owner of the North Project shall pay all taxes assessed against the Parking Deck and the Surface Parking Area. The taxes assessed against the Parking Deck are referred to in this Declaration as the "Parking Deck Taxes"). If the Owner of the North Project fails to pay such taxes prior to delinquency, the Owner of the South Parcel may (but shall not be obligated to) pay such taxes on behalf of the Owner of the North Project, and any amount expended by the Owner of the South Parcel in connection with such payment shall be repaid by the Owner of the North Project to the Owner of the Sour, Farcel upon demand (after taking into consideration, any portion of such taxes allocable to the Own at of the South Parcel pursuant to Section 1.8 hereof). For purposes of this Section 2.5, "taxes" shall rican any and all federal, state and local governmental taxes, assessments and charges of any kind of nature, whether general, special, ordinary or extraordinary, which the Owner of the North Project shall pay or become obligated to pay because of or in connection with the ownership, leasing, renting, management or operation of the Parking Deck or the Surface Parking Area or of the personal property, fixures, machinery, equipment, systems and apparatus located therein.
- Use of the North Project. As lor g as this Declaration is in effect, the North Project 2.6 shall not be used for other than retail sales and services (and uses which are customarily ancillary thereto) and parking, and the buildings and structures located on the North Project (other than the Parking Deck) shall not contain more than 35,000 square feet of Gross Area in the aggregate.
- Payment of Parking Deck Expenses. Subject to reimbursement pursuant to Section 2.7 1.8 hereof, the Owner of the North Project covenants and agrees that i will pay all of the costs and expenses that are necessary for the efficient and economical operation and maintenance of the Parking Deck and performing the other obligations and duties described above in this Article II.

ARTICLE III

CASUALTY AND CONDEMNATION

3.1 Damage and Destruction. If the Parking Deck shall be rendered unusable by fire or other elements or other casualty, the Owner of the North Project shall promptly rebuild, repair or restore the Parking Deck to substantially the value, condition and character thereof existing prior to said destruction. Any insurance proceeds applicable to the Parking Deck shall be paid to an independent escrow agent mutually acceptable to the Owner of the North Project, the Owner of the South Parcel, any Major North Tenant, and any Major South Tenant. Such escrow agent shall disburse such proceeds in accordance with standard construction lending practices for the purpose

of funding such repairs and restoration. Any such funds in excess of the amount required for repairs, alterations, and restoration shall be paid to the Owner of the North Project.

- in condemnation proceedings, by right of eminent domain or by sale in lieu of such taking, to the extent economically feasible, the Owner of the North Project shall repair, alter and restore the Parking Deck as nearly as possible to its former condition so as to constitute a complete, integrated and sound structure. Any condemnation award or proceeds payable in connection with a taking of the Parking Deck shall be paid to an independent escrow agent mutually acceptable to the Owner of the North Project, the Owner of the South Parcel, any Major North Tenant, and any Major South Tenant. Such escrow agent shall disburse such awards and proceeds in accordance with standard construction lenging practices for the purpose of funding such repairs, alterations and restoration. Any such funds in excess of the amount required for repairs, alterations, and restoration shall be paid to the Owner of the North Project.
- 3.3 <u>Escrow Agent</u>. Any independent escrow agent designated to hold and disburse insurance and/or condemnation proceeds under <u>Sections 3.1</u> or <u>3.2</u> hereof shall be a bank or trust company having its principal office, and place of business in the City of Chicago, which shall at all times be a corporation organized and doing business under the banking laws of the United States or the State of Illinois with a combined capital and surplus of at least \$25,000,000.00.

ARTICI F IV

MISCELLANEOUS

- 4.1 <u>Running of Benefits and Burdens</u>. All provisions of this Declaration, including the benefits and burdens, run with the land and are binding upon and in ure to the benefit of the Owner of the North Project and the Owner of the South Parcel and their respective heirs, assigns, successors, tenants and personal representatives.
- 4.2 <u>No Merger</u>. It is the intention of the Declarant that, notwithstanding the fact that the benefit of the easements herein granted and the underlying fee are now or may hereefter be owned by the same person or entity, the easements created hereby and the covenants and restrictions imposed hereby shall not merge into the fee.
- 4.3 <u>Suspension of Rights and Easements</u>. If the Owner of the South Parcel fails to perform or observe any of the covenants or obligations imposed on the Owner of the South Parcel under this Declaration, and such failure continues to exist for more than ten (10) days after written notice from the Owner of the North Project to the Owner of the South Parcel, then the Owner of the North Project shall have the right to suspend all easements, rights, and privileges granted under <u>Sections 1.1</u> and <u>1.2</u> hereof until such time as such breaches have been cured and satisfied in full. During any such period of suspension, all right, title, interest, benefits and enjoyment of the Owner

of the South Parcel, any Major South Tenant and any parties claiming by, through or under either of them, shall cease and terminate, and the Owner of the North Project may, at its option, construct such impediments to such parties use of the Parking Deck and the Surface Parking Area as the Owner of the North Project shall deem necessary, without compensation to the Owner of the South Parcel or any other person whatsoever. When giving notice to the Owner of the South Parcel with respect to any breach or default under this Declaration, the Owner of the North Project will also serve a copy of such notice upon any Major South Tenant, and no such notice to the Owner of the South Parcel shall be effective unless a copy of such notice is so served, by registered or certified mail, upon any Major South Tenant at its leased premises on the South Parcel and at such other address as the Major South Tenant may furnish to the Owner of the North Project for purposes of receiving notices hereunder. Any Major South Tenant shall have the same period after the serving of any such notice upon it for curing a default as is given to the Owner of the South Parcel after notice to the Owner of the South Parcel.

4.4 Enforcement by the Owner of the South Parcel. If the Owner of the North Project breaches any covenant, chiigation or restriction under this Declaration, the Owner of the South Parcel may give written notice to the Owner of the North Project specifying the nature of the breach. If the Owner of the North Project has not cured the breach within ten (10) days after such notice is delivered (or if such breach is not reasonably susceptible to cure within 10 days, has not cured such breach within a reasonable period of time at er such notice is delivered, not to exceed 60 days), the Owner of the South Parcel and/or any Major South Tenant may, but shall not be required to, enter upon the North Project and abate and remove, correct or repair the condition causing the breach; provided, however, that if the condition causing the breach creates an imminent threat of loss or damage to property or any injury to or death of any person or materially and adversely affects the rights granted to the Owner of the South Parcel and any Major South Tenant under Sections 1.1 and 1.2 hereof, then no such notice or cure period shall be necessary and the Owner of the South Parcel and/or any Major South Tenant may enter upon the North Project immediately to abate and remove, correct or repair the condition giving rise to such breach. Notwithstanding anything contained in this Section 4.4 to the contrary, the Owner of the South Parcel and/or any Major South Tenant's entry upon the North Project or any portion thereof pursuant to this Section 4.4, shall be conditioned upon such party not interfering with any Major North Tenant's use of or business being conducted in the North Building, and not interfering with any Major North Tenant's use of or access to the Surface Parking Area and/or the Parking Deck. Any costs and expenses incurred by the Owner of the South Parcel and/or any Major South Tenant in so curing any breach by the Owner of the North Project (together with interest thereon at the Prime Rate from the date incurred until the date repaid) shall be reimbursed by the Owner of the North Project and shall be due and payable from the Owner of the North Project within fifteen (15) days after being billed therefor. If the Owner of the North Project fails to pay any such sums within said 15-day period, the Owner of the South Parcel may, at its option, deduct such sums from any amounts due from the Owner of the South Parcel to the Owner of the North Project under this Declaration. For purposes of this Declaration, the "Prime Rate" shall mean the per annum prime lending rate of LaSalle Bank, N.A., from time to time, plus two percent (2%), or the highest applicable legal rate, whichever is less.

- 4.5 Termination of Covenant Liability. Whenever a transfer of ownership of the North Project or the South Parcel takes place, the transferor shall have no liability for breaches of the covenants, restrictions and obligations set forth in this Declaration occurring after the date of such transfer. Without limiting the generality of the foregoing, the liability of the original "Declarant" under this Declaration shall automatically terminate upon such party's transfer of ownership of the North Project and/or the South Parcel (as the case may be) with respect to breaches of applicable covenants, restrictions and obligations occurring after such transfer.
- 4.6 <u>Enforcement Fees</u>. If the Owner of the South Parcel or the Owner of the North Project brings an action, lawsuit or other legal proceeding against the other arising out of this Declaration, the prevailing party in such action, lawsuit or proceeding shall be entitled to recover from the other all reasonable costs and expenses (including, but not limited to, all court costs and reasonable attorneys' fees and expenses) incurred in connection with such action, lawsuit or proceeding.
- 4.7 <u>Remedies Cumulative</u>. Notwithstanding anything contained in this Declaration to the contrary, any and all remedies set forth in this Declaration shall be in addition to any and all other remedies either party may have a law or in equity and shall be cumulative.
- 4.8 <u>Amendments</u>. This Declaration may not be changed, amended or modified, except in a written instrument recorded with the Recorder of Deeds of Cook County, Illinois and signed by the Owner of the North Project, the Owner of the South Parcel, any Major South Tenant existing at the time of such change, amendment or modification, and any Major North Tenant existing at the time of such change, amendment or modification.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Declaration as of the date and year first above written.

LINCOLN, ASHLAND & BELMONT, L.L.C., a Delaware limited habitaty constany

By:___//*//////*

Name: //Konaid B. Shipke

Title: Managen

DOCS2:406931.2

EXHIBIT A

Legal Description of North Parcel

PARCEL 1:

LOT 4 IN LINCOLN, ASHLAND, BELMONT SUBDIVISION BEING A RESUBDIVISION OF LAND, PROPERTY AND SPACE IN THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 5 IN LINCOLN, ASHLAND, BELMONT SUBDIVISION BEING A RESUBDIVISION OF LAND, PROPERTY AND SPACE IN THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN Nos.:

14-19-426-040

14-19-426-041

Address:

3300 West Ashland Avenue, Chici go, Illinois

50542048

EXHIBIT B

Legal Description of South Parcel

LOT 2 IN LINCOLN, ASHLAND, BELMONT SUBDIVISION BEING A RESUBDIVISION OF LAND, PROPERTY AND SPACE IN THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN No.:

14-19-426-039

Address:

West S
go, Illinos.

Or Cook County Clarks Office 1601 West School Street/3240 North Ashland Avenue

Chicago, Illinois