

This instrument prepared by
and after recording should be returned to:

Jordan H. Peters, Esq.
Freeborn & Peters
311 South Wacker Drive
Suite 3000
Chicago, Illinois 60606



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(Above Space for Recorder's Use Only)

CONSERVATION RIGHT

THIS CONSERVATION RIGHT, dated as of November 1, 2000, by and between THE KENILWORTH CLUB, an Illinois not-for-profit corporation (hereinafter "Grantor"), and LANDMARKS PRESERVATION COUNCIL OF ILLINOIS, an Illinois not-for-profit corporation ("Grantee"):

WITNESSETH:

WHEREAS, Grantor is the owner of the land (the "Real Property") described in Exhibit "A", which Real Property is improved with a structure (the "Building"), more fully described in Exhibit "B", the Real Property and the Building being referred to hereinafter collectively, as the "Premises;" and

WHEREAS, Grantee is an Illinois not-for-profit corporation and is a qualifying recipient of qualified conversation contributions under Sections 170(b), (f) and (h) of he Internal Revenue Code of 1986 (the "Code"), and its purposes include the preservation of buildings, structures and sites of historical architecture and cultural significance; and

WHEREAS, the Building is one of architectural significance, containing features described in greater detail in Exhibit "B." Certain portions of the Building specifically so designated on the attached Exhibit "B" are referred to herein as the "Protected Elements." The Protected Elements shall also include preservation, rehabilitation and other improvements or expenditures being made by the Grantee with respect to the Building and Premises. Furthermore, the Building is located in a high visibility location at which its unique appearance and scale of construction are important assets to the Village of

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Kenilworth ("Village") and its immediate neighborhood. The Grantor desires to preserve the Protected Elements in their entity, to prevent the destruction of the Building, and to prevent the alteration of the size, profile and silhouette of the Building. The Grantor further desires to preserve the Building in its present design, subject to appropriate necessary maintenance.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and the mutual covenants and terms, conditions, and restrictions hereinafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby does grant, give, convey, bargain and sell unto Grantee, its successors and assigns, irrevocably forever, a conversation right, in perpetuity, in and to the aforesaid Premises, for the purposes of preserving the Protected Elements and accomplishing the other objectives set forth herein, on the following terms and conditions.

1. Incorporation of Recitals. The matters recited above are hereby incorporated in this instrument, with the same effect and as though fully set forth herein.

2. Demolition. Grantor shall not demolish, remove or raze the Building or any portion of the Protected Elements without the prior written permission of Grantee.

3. Alteration. Without the prior written permission of Grantee, executed by a duly authorized officer, which written permission or refusal to grant such permission, including a statement of reasons for refusal, shall be delivered to Grantor by Grantee within 30 days of receipt of Grantor's written request for such approval, there shall be:

- (a) no partial demolition or removal of the Building;
- (b) no alteration of the exterior of the Building of a nature requiring the issuance of a building permit;
- (c) no change in the Protected Elements, including (without limitation) any alteration, partial removal, construction, remodeling or physical or structural change, or change in color or surfacing;
- (d) no addition of signs, fences or awnings to the Protected Elements;
- (e) no expansion or reduction of the Building either horizontally or vertically;
- (f) no chemical cleaning or sandblasting of the Protected Elements.

4. Maintenance. Grantor shall use its best efforts to maintain the Building and the Protected Elements to preserve their appearance and structural soundness and to prevent their deterioration. Without limiting the foregoing, Grantor shall use its best efforts to maintain the Premises in accordance with all applicable building and fire codes and shall keep the Premises free of any violation of such codes. Grantor shall also use its best efforts to maintain all mechanical systems in the Building (including electrical,

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plumbing, heating and air-conditioning) in good repair in order to prevent deterioration of the Building or the Protected Elements.

5. Specification of Materials. In providing its written authorization for all work to be performed by Grantor hereunder, Grantee may specify all materials, methods, cleaning substances and colors to be used in any such work.

6. Casualty Damage or Destruction. In the event that the Building or any part thereof shall be materially damaged or destroyed by casualty, the Grantor shall notify the Grantee in writing of the damage or destruction as soon as reasonably practicable after the occurrence thereof, such notification including a description of what, if any, emergency work has already been completed. For purposes of this instrument, the term "casualty" is defined as such sudden damage or loss as would qualify for a loss deduction pursuant to Section 165(c)(3) of the Code (construed without regard to the legal status, trade, or business of the Grantor or any applicable dollar limitation). No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by Grantor without the Grantee's prior written approval of the work. Within 60 days after the date of damage or destruction, the Grantor shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer, if required, acceptable to the Grantor and the Grantee which shall include the following:

- (a) an assessment of the nature and extent of the damage;
- (b) a determination of the feasibility of the restoration of the Protected Elements and/or reconstruction of damaged or destroyed portions of the Premises; and
- (c) a report of such restoration or reconstruction work necessary to return the Premises to the condition existing immediately prior to the casualty. If in the opinion of the Grantee, after reviewing such report, the purpose and intent of this Conservation Right will be served by such restoration/reconstruction, the Grantor shall within the time period proposed in Grantee's report complete the restoration of the Premises in accordance with plans and specifications consented to by the Grantee up to at least the total of the casualty insurance proceeds. Grantee shall have the right, but no obligation, to contribute funds toward the costs of restoration of partially destroyed premises above and beyond the total of the casualty insurance proceeds as may be necessary to restore the appearance of the Premises.

7. Grantee's Remedies Following Casualty Damage. The foregoing notwithstanding, in the event of damage resulting from casualty, as defined in Section 6, which is of such magnitude and extent as to render restoration of the Premises impossible using all applicable insurance proceeds and other funds available to Grantor (including any funds which Grantee may elect to contribute), as determined by Grantee by reference to bona fide cost estimates, then:

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(a) Grantee may elect to reconstruct the Building using insurance proceeds, donations, or other funds received by Grantor or Grantee on account of such casualty, but otherwise at its own expense; or

(b) Grantee may choose any salvageable portions of the Building and remove them from the Premises, and petition for extinguishment of this Conservative Right Building pursuant to Section 22 hereof. Upon such extinguishment, this instrument shall terminate and be of no further force and effect, and Grantee shall execute and deliver to Grantor acknowledged evidence of such fact suitable for recording in the land records of Cook County, Illinois, and Grantor shall deliver to Grantee a good and sufficient Bill of Sale for portions of the Buildings as may have been chosen by Grantee for salvage.

8. Inspection. Representatives of Grantee may enter onto the Premises and inspect the Building (including the interior thereof) at reasonable times upon reasonable prior notice for the purpose of determining Grantor's compliance with this Conservation Right.

9. Insurance. The Grantor shall keep the Premises insured by an insurance company rated "A+" or better, by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage of a type and in such amounts as would, in the reasonable opinion of Grantee, normally be carried on a structure such as the Building. Such insurance shall include Grantee's interest and name Grantee as an additional insured and shall provide for at least 30 days' notice to Grantee before cancellation and that the act or omission of one insured will not validate the policy as to the other insured party. Furthermore, the Grantor shall deliver to the Grantee fully executed copies of such insurance policies evidencing the aforesaid insurance coverage at the commencement of this grant and copies of new or renewed policies at least ten days prior to the expiration of such policy. After written notice to Grantor, the Grantee shall have the right to provide insurance at the Grantor's cost and expense, should the Grantor fail to obtain same. In the event the Grantee obtains such insurance, the cost of such insurance shall be a lien on the Premises until repaid by the Grantor.

10. Real Estate Taxes. Grantor shall pay all real estate taxes and special assessments assessed and levied against the Premises on or prior to the due date, provided, however, that Grantor may challenge any proposed levy of real estate taxes or special assessments if Grantor complies with all requirements of law necessary to prevent the sale of the Premises during the pendency of such challenge. The Grantee shall have the right to pay such real estate taxes and special assessments at any time that such taxes and assessments may be delinquent. In the event Grantee makes such payment, there shall be a lien in Grantee's favor on the Premises in the amount thereof until such amount is repaid by Grantor.

11. Accessibility. Grantor shall make any portion of the Protected Elements located inside the Building publicly accessible not less than 4 days (10:00 a.m. to 4:00

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p.m.) per calendar year, and public access may be in the form of sponsored, guided tours conducted by Grantee or Grantee's agent.

12. Indemnity. Grantor shall defend and indemnify Grantee and hold Grantee harmless for any liability, costs, attorneys' fees, judgments or expenses to the Grantee or any officer, employee, agent or independent contractor of the Grantee resulting from actions or claims of any nature by third parties arising from defaults under this Conversation Right by the Grantor, or arising out of the conveyance of, ownership, possession, or exercise of rights under this Conservation Right (including any such costs and expenses incurred by Grantee in connection with preserving the validity or priority of this Conversation Right), excepting any such matters arising solely from the negligence of the Grantee. In the event that Grantor is obligated to indemnify Grantee hereunder, the amount of such indemnity, until satisfied, shall constitute a lien on the Premises.

13. Mechanics Liens. Grantor shall keep the Premises free from any mechanic's liens; provided, however, that Grantor shall have the right, in good faith, to contest by appropriate legal proceedings, any mechanic's lien which may be asserted against the Premises.

14. Grantee's Covenants. In furtherance of this Conservation Right herein granted, Grantee covenants:

(a) Grantee may periodically, at reasonable intervals in Grantee's discretion, inspect the Protected Elements and the entire Building.

(b) Grantee may, prior to the fortieth anniversary of the date of this Conversation Right and at such other times as Grantee deems necessary, record a claim pursuant to the Illinois Code of Civil Procedure, 735 ILCS 1992 5/13-118, for the purpose of preserving the lien of this Conversation Right in perpetuity. Nothing contained in this paragraph shall be deemed to constitute an acknowledgement that any such recording is necessary, however, and Grantor and Grantee expressly acknowledge that it is the intention of the parties that this Conversation Right remain in effect until released by Grantee, and that no such recording is necessary in order to perpetuate the validity or enforceability of this Conversation Right.

(c) In exercising any authority created by this Conservation Right to inspect the Premises, the Building, or the Protected Elements; to review any construction, alteration, repair, or maintenance, or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, in addition to such other standards as Grantee may apply, Grantee shall apply the Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, issued by and as may be amended from time to time by the Secretary of the United States Department of the Interior (hereinafter the "Standards") and such state or local standards as may be considered appropriate by Grantee for review of work affecting historically or architecturally significant structures or for construction of new structures within

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historically, architecturally, or culturally significant areas. To the extent reasonably practicable, Grantor agrees to abide by the Standards in performing all ordinary repair and maintenance work and the minimum maintenance program described in Section 4. In the event the Standards are abandoned or materially altered or otherwise become, in the sole judgment of the Grantee, inappropriate for the purposes set forth above, the Grantee may apply reasonable alternative standards and notify Grantor of the substituted standards.

15. Remedies.

(a) In the event of a violation of any representation, warranty, covenant or other provision of this Conservation Right not corrected within a reasonable time after written notice thereof by Grantee to Grantor, in addition to any remedies now or hereafter provided by law Grantee may, institute a suit for injunctive relief, specific performance or damages, enter upon the Premises to correct any such violation, and hold Grantor and Grantor's successors, heirs and assigns in title responsible for the cost thereof, or expend such sums as may be necessary to satisfy any lien prohibited hereunder or to pay and discharge any delinquent taxes or assessments, or to redeem from any tax sale, and all funds so paid or expended by Grantee shall, until repaid, constitute a lien on the Premises. Without limiting the generality of the foregoing, in the event that Grantor fails to perform its obligation to maintain the Premises or the Protected Elements, Grantee shall be entitled to damages in the amount estimated by an architect licensed in the State of Illinois as selected by Grantee as the cost of restoring or repairing the Premises. In the event Grantor is adjudicated to have violated any of Grantor's obligations herein, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with the enforcement of its rights, including court costs and reasonable attorneys' fees. The exercise by Grantee of one remedy hereunder shall not have the effect of waiving any other remedy and the failure to exercise any remedy shall not have the effect of waiving the use of such remedy at any other time. All damages, costs, and expenses awarded to Grantee hereunder shall constitute a lien against the Premises until repaid by Grantor. Grantee shall have the right, but not the obligation, to record a notice of any lien which Grantee may claim to have against the Premises.

(b) Grantor's sole remedy in the event of a failure by Grantee to perform any of its covenants herein contained shall be, if such failure shall continue for ten days after written notice thereof to Grantee, to institute a suite for injunctive relief or specific performance. Grantor hereby waives any claim for damages resulting from such failure, and expressly acknowledges that any such failure by Grantee shall in no way affect the validity of this Conservation Right or any of the other covenants contained herein.

16. Assignability. Grantor agrees that Grantee may, in its discretion, and without prior notice to Grantor, convey and assign this Conservation Right to an agency of the State of Illinois, to a unit of local government, or a not-for-profit corporation or trust whose primary purposes include the preservation of buildings of historical, architectural or cultural significance, which is an eligible donee under Section 170 of the Internal Revenue Code. Subject to the provisions of Paragraph 21 hereof, the parties

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further agree that this Conversation Right shall not be released to the Grantor or its successors or assigns without the consent of the Illinois Attorney General, which consent shall be appended to such release.

17. Duration. This Conservation Right shall be effective in perpetuity.

18. Runs with the Land. The obligation imposed by this Conservation Right shall be deemed to run as a binding servitude with the land. This instrument shall extend to and be binding upon Grantor and all persons hereafter claiming under to through Grantor, and the word "Grantor" when used herein shall include all such persons. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this instrument after such person shall cease to have any interest in the Premises by reason of a bona fide transfer for full value, except that such a transfer shall not remove any person from liability arising from acts or omissions committed prior to such transfer.

19. Eminent Domain. In the event that an eminent domain proceeding is filed against all or a portion of the Premises, the Grantor and the Grantee agree that the Grantee may appear as an additional party in the eminent domain proceeding and may participate fully in the litigation for the purposes of proving and recovering the damages caused to the Grantee by the eminent domain action. In the event that an award is entered which assumes that this Conservation Right is not in effect, Grantee shall be entitled to share in the award to the extent provided in Section 20 hereof.

20. Stipulated Value of Grantee's Interest. Grantor acknowledges that upon execution and recording of this Conservation Right Grantee shall be immediately vested with a real property in the Premises. The interest of Grantee shall have a value, for purposes of allocating net proceeds in an extinguishment pursuant to Paragraph 21, equal to the ratio between the fair market value of the Conservation Right and the fair market value of the Premises prior to considering the impact of the Conservation Right (hereinafter the "Conservation Right Percentage").

21. Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Premises may make impossible the continued ownership or use of the Premises for the preservation and conservation purposes and necessitate extinguishment of the Conversation Right. Such a change in conditions includes, but is not limited to, partial or total destruction of the Building or the Protected Elements resulting from a casualty of such magnitude that Grantee approves demolition as provided in Sections 6 and 7. Such an extinguishment must comply with the following requirements:

(a) The extinguishment must be the result of a final, non-appealable judicial proceeding;

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(b) Grantee shall be entitled to share in any net proceeds resulting from or related to the extinguishment in an amount equal to the Conservation Right Percentage determined pursuant to Section 20 multiplied by the net proceeds.

(c) Grantee agrees to apply all of the portion of the net proceeds it receives to the preservation and conservation of other buildings, structures, or sites having historical architectural, cultural, or aesthetic value and significance to the people of the State of Illinois.

(d) Net proceeds shall include, without limitation, insurance proceeds, condemnation proceeds or awards, proceeds from a sale in lieu of condemnation, and proceeds from the sale, financing or exchange by Grantor of any portion of the Premises after the extinguishment, but shall specifically exclude any preferential claim of a Mortgagee under Section 22.

22. Subordination of Mortgages. Grantor and Grantee agree that all mortgages and rights in the Premises of all mortgagees and holders of other liens and encumbrances (collectively "Mortgagees") are subject and subordinate at all times to the rights of the Grantee to enforce the purposes of this Conservation Right. Grantor represents and warrants that it has no Mortgagees as of the date of this Agreement. The following provisions apply to all Mortgagees (or hereinafter defined) hereafter holding a mortgage on the Premises:

(a) If a mortgage grants to a Mortgagee the right to receive the proceeds of condemnation proceedings arising from any exercise of the power of eminent domain as to all or any part of the Premises or the right to receive insurance proceeds as a result of any casualty, hazard, or accident occurring to or about the Premises, the Mortgagee shall have a prior claim to the insurance and condemnation proceeds and shall be entitled to same in preference to Grantee until the mortgage is paid off and discharged, notwithstanding that the mortgage is subordinate in priority to the Conservation Right.

(b) If a Mortgagee has received an assignment of the leases, rents, and profits ("Assignment") of the Premises as security or additional security for a loan, then the Mortgagee shall have a prior claim to the leases, rents, and profits of the Premises and shall be entitled to receive the same in preference to Grantee until said Mortgagee's debt is paid off, notwithstanding that the Assignment is subordinate to the Conservation Right.

(c) Until a Mortgagee or purchaser at foreclosure obtains ownership of the Premises following foreclosure of its mortgage or deed in lieu of foreclosure, the Mortgagee or purchaser shall have no obligation, debt, or liability under this Conservation Right.

(d) Before exercising any right or remedy due to breach of this Conservation Right, except the right to enjoin a violation hereof, Grantee shall give all Mortgagees of record written notice describing the default, and the Mortgagees shall have 60 days after

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thereafter to cure or cause to cure of the default, except where such default poses an imminent threat to the Building or the Protected Elements.

(e) Nothing contained in the above paragraphs or in this Conservation Right shall be construed to give any Mortgagee the right to extinguish this Conservation Right by taking title to the Premises by foreclosure or otherwise.

(f) For purposes of this instrument, the term Mortgagee shall include only the holder of a bona fide indebtedness secured by a mortgage or trust deed, provided that such holder is an institutional lender or other third party unrelated to Grantor.

23. Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice, demand, letter, or bill (other than regularly rendered bills for municipal utility and other services) relating to the Premises received by Grantor from any government authority within five business days of receipt by Grantor. Upon request by Grantee, Grantor will promptly furnish Grantee with evidence of Grantor's compliance with such notice, demand, letter, or bill, where compliance is required by law.

24. Notice of Proposed Sale. Grantor shall promptly notify Grantee in writing of any proposed sale of the Premises and provide the opportunity for Grantee to explain the terms of this Conservation Right to potential new owners prior to sale closing.

25. Statutory Authority. This instrument is made pursuant to Public Act 80-584, An Act Relating to Conservation Rights in Real Property, 765 ILCS 120/1-120/6, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this instrument according to its terms, it being the intent of the parties that this instrument constitutes a charitable trust, a preservation restriction, a common law easement in gross, a public easement under 35 ILCS 205/20, and an easement and covenant running with the land under 35 ILCS 205/266b.

26. Notices. Any notice called for herein shall be in writing and shall be mailed postage prepaid by personal delivery or by registered or certified mail with return receipt requested, or hand delivered and receipted. If to Grantor, then at 410 Kenilworth Avenue, P.O. Box 12, Kenilworth, Illinois 60043, Attn: President, and if to Grantee, then at Landmarks Preservation Council of Illinois, 53 West Jackson Boulevard, Chicago, Illinois 60604, Attn: President, with a copy thereof to George M. Covington, 500 North Western Avenue, Lake Forest, Illinois 60045. Each party may change its address set forth herein by a notice to such effect to the other party. The failure to serve a change of address notice shall not waive the notice requirement. For purposes of this section, delivery by commercial messenger service or overnight courier shall be deemed personal delivery.

27. Compliance with Applicable Ordinances. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance relating to building materials, construction methods or use. In the event of any conflict between any such

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ordinance and the terms hereof, the Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the Village or other appropriate authority to accommodate the purposes of both this instrument and such ordinance.

28. Recording. A copy of this Conservation Right shall be recorded with the Cook County Recorder of Deeds and copies shall be furnished by the Grantor to the Illinois Attorney General, Charitable Trust Division and the Illinois Historic Preservation Agency.

29. Plaque. The Grantee shall have the right to install a plaque of suitable design, not larger than 8½"x11", on the Premises, at a point easily visible by the public, from a public way, which plaque shall name the architect, the date of construction and state that the Premises are subject to a Conservation Right held by the Landmarks Preservation Council of Illinois.

30. No Further Alienation. The Grantor acknowledges that the subject matter of this conveyance is a perpetual donation to charity which can no longer be transferred, hypothecated or subjected to liens or encumbrances by the Grantor.

31. Grantee's Historical Improvements. Grantee acknowledges that except as provided in Section 7, Grantor is not obligated to accept funds from Grantee for any purpose.

32. Miscellaneous.

(a) In the event that any provision of this Conservation Right is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect any other provision, and the other provisions hereof shall continue in full force and effect.

(b) Any rule of strict construction designed to limit the breadth or restrictions on alienation or use of property shall not apply in the construction or interpretation of this instrument, and this instrument shall be interpreted broadly to effect its preservation and conservation purposes and the transfer of rights and restrictions on use herein contained as provided in the Act.

(c) Except as expressly provided herein, nothing contained in this instrument grants, or shall be interpreted to grant, to the public any right to enter on the Premises or into the Building.

(d) To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Premises may be developed to a use more intensive (in terms of height, bulk, or other objective criteria regulated by such ordinances) than the Premises are devoted to as of the date hereof, such development rights shall not be exercisable on, above, or below the Premises during the term hereof, nor shall they be

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transferred to any adjacent parcel and exercised in a manner that would interfere with the preservation and conservation purposes of this Conservation Right.

(e) For purposes of furthering the preservation of the Protected Elements and Building and of furthering the other purposes of this instrument, and to meet changing conditions, Grantor and Grantee are free to amend jointly the terms of this instrument in writing without notice to any party; provided, however, that no such amendment shall limit the perpetual duration or interfere with the preservation and conservation purposes of the donation. Such amendment shall become effective upon the execution thereof by Grantor and Grantee.

(f) The terms and conditions of this Conservation Right shall be referenced in any transfer of the property by the Grantor.

(g) This instrument reflects the entire agreement of Grantor and Grantee. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution hereof, unless set out in this instrument.

(h) The captions contained herein are for convenience only and shall not be deemed to be a part of this instrument.

(i) Grantor and the persons executing this instrument on behalf of Grantor represent and warrant that Grantor is the owner in fee simple of the Premises, Grantor and the persons executing on behalf of Grantor are fully authorized and empowered to execute and deliver this instrument, and there is no lien, encumbrance, contract, or governmental prohibition against the execution and delivery of this instrument and the performance by Grantor of all of Grantors' obligations hereunder.

[Signature page follows.]

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IN WITNESS WHEREOF, on the date first shown above, the parties have caused this Conservation Right to be executed, sealed and delivered by as of the date first above written.

GRANTOR:

THE KENILWORTH CLUB, an Illinois not-for-profit corporation

By: William E. Russell

Its: President

ATTEST:

Craig Miller

GRANTEE:

LANDMARKS PRESERVATION COUNCIL OF ILLINOIS, an Illinois not-for-profit corporation

By: Judith Paine Kohnen
President

ATTEST:

David Calahan

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Beth Grogan, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William E. Russell, personally known to me to be the President of THE KENILWORTH CLUB, an Illinois not-for-profit corporation, and Craig A. Miller, personally known to me to be the Secretary of said corporation, and personally known to me to be same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, 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.

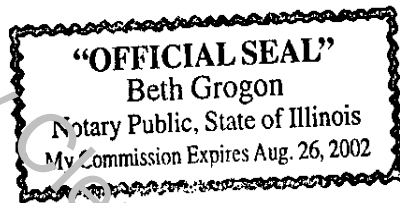
GIVEN under my hand and official seal this 16th day of NOVEMBER, 2000



Notary Public

My commission expires:

8/26/02



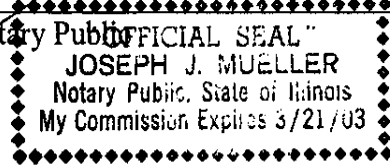
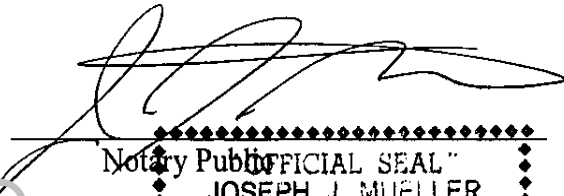
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, JOSEPH J. MUELLER a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ^{Julie Ann Pain} ~~mc Brien~~ personally known to me to be the _____ President of LANDMARKS PRESERVATION COUNCIL OF ILLINOIS, an Illinois not-for-profit corporation, and ^{David Bahlman} personally known to me to be the ~~Secretary~~ ^{EXECUTIVE DIRECTOR} of said corporation, and personally known to me to be same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ President and ~~Secretary~~ ^{EXECUTIVE DIRECTOR} they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, 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 22 day of NOVEMBER.



My commission expires:

3-21-03

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EXHIBIT A REAL PROPERTY

LOT 2 AND THE NORTHWESTERLY $\frac{3}{4}$ OF LOT 4 ALL IN BLOCK 3 IN
KENILWORTH, BEING A SUBDIVISION OF PARTS OF SECTION 22, 27 AND 28,
TOWNSHIP 42 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS

P.I.N.: 05-28-222-020-0000

Common Address: 410 Kenilworth Avenue, Kenilworth, Illinois 60043

Property of Cook County Clerk's Office

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EXHIBIT B BUILDING AND PROTECTED ELEMENTS

The Building is the Kenilworth Assembly Hall, located at 410 Kenilworth Avenue, Kenilworth, Cook County, Illinois. The Protected Elements are the whole of the Kenilworth Assembly Hall, excluding the lavatories, kitchen and basement. The Protected Elements include, but are not limited to:

EXTERIOR:

1. Chimney
2. Hipped roof
3. Eaves
4. North façade
5. East façade
6. South façade
7. West façade
8. Cement planting bed in north entry walkway.

ART GLASS:

1. Installed in windows, doors, and light fixtures.
2. Stored on or off site, in windows, doors, and light fixtures.

INTERIOR:

1. Stage
2. Assembly Hall
3. Foyer
4. Neighbors Room
5. Pine ceilings
6. Maple floors
7. Trim
8. Walls
9. Fireplace
10. Settles

Protected Elements also include original decorative elements including but not limited to:

1. Wooden planters with motif detail on walkways.
2. W. Lau Andirons

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