# CC 201573 WG 20

## **UNOFFICIAL COPY**

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

Gregory A. Thorpe, Esq. Kubasiak, Fylstra, Reizen & Rotunno, Two First National Plaza 20 South Clark Street **Suite 2900** Chicago, Illinois 60603



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Cook County Recorder

49.50

ALLSTATE LIFE INSURANCE COMPANY LOAN NO. 122081



### ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is dated as of December 13, 2001, and is by and between GLR-1600 CORPORATE CENTER, LLC, a Delaware limited liability company ("Assignor"), and ALLSTATE LIFE INSURANCE COMPANY ("Assignee").

#### RECITALS

Assignor is the owner in fee simple of that certain parcel of real property and all improvements thereon situated in Cook County, Illinois more particularly described in Exhibit A attached hereto and by this reference incorporated herein (said land together with all rights and appurtenances thereto and all improvements presently located or hereafter constructed thereon being collectively referred to as the "Property").

Simultaneously with the execution and delivery of this Assignment, Assignee has loaned to Assignor the principal sum of SIXTEEN MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$16,750,000) ("Loan"), which Loan is evidenced by that certain mortgage note of Assignor of even date herewith in the amount of the Loan, bearing interest at the rate per annum as specified therein (said note and any and all renewals, modifications and extensions thereof collectively referred to as the "Note").

of document no. 001/196839.

Simultaneously with the execution and delivery of this Assignment, Assignor has executed and delivered a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing of even date herewith ("Mortgage") as security for the Loan evidenced by the Note (the Note, Mortgage, this Assignment and the other documents executed in connection with the Loan being hereinafter sometimes collectively referred to as the "Loan Documents"). Capitalized terms referred to in this Assignment shall have the meaning set forth in the Note and Mortgage unless otherwise indicated.

In order to induce Assignee to make the Loan, Assignor desires to absolutely assign to Assignee all present and future leases covering all or any part of the Property.

NOW, THEREFORE, in consideration of the above stated premises and of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the sufficiency of which is hereby acknowle good by Assignor, Assignor hereby covenants and agrees with Assignee as follows:

- 1. <u>Assignment of Leases and Rents</u> Assignor hereby absolutely, presently and unconditionally grants, assigns, transfers, conveys and sets over unto Assignee, as additional security for the Note, subject to all of the terms, covenants and conditions set forth herein, all of Assignor's right, title and interest in and to the following, whether arising under the Leases (as hereinafter defined), by statute, at law, in country, or in any other way:
- (a) All of the leases of the Property which are in effect on the date hereof and all leases entered into or in effect from time to time after the date hereof, including, without limitation, all amendments, extensions, replacements, and diffications and renewals thereof and all subleases, concession agreements, and all other agreements affecting the same (the "Leases") and all guaranties thereunder; and
- (b) All of the rents, income, profits, revenue, security deposits, judgments, condemnation awards, insurance proceeds, unearned insurance premiums, termination and/or cancellation payments received by Assignor in connection with any Lease, proceeds from the surrender, sale or other disposition of any Lease, and any other fees or sums payable to Assignor or any other person as landlord and any award or payment in connection with any enforcement action of any Lease, including, without limitation, any award to Assignor made he eafter in any court involving any of the tenants under the Leases in any bankruptcy, insolvency, or reorganization proceeding in any state or federal court, and Assignor's right to appear in any action and/or to collect any such award or payment, and all payments by any tenant in lieu of rent (collectively, "Rents and Profits").
- 2. <u>Purpose of Assignment</u> Assignor hereby agrees that this Assignment is given by Assignor to Assignee to secure the following in such order of priority as Assignee may elect:
- (a) The repayment of the indebtedness evidenced by the Note, as provided therein and all late charges, prepayment premiums, loan fees and commitment fees required

under the Note and all extensions, renewals, modifications, amendments and replacements thereof;

- (b) The payment of all other sums which may be advanced by or otherwise be due to Assignee under any provision of the Note, Mortgage or other Loan Documents with interest thereon at the rate provided herein or therein;
- (c) The performance of each and every of the covenants and agreements of Assignor contained in the Note, Mortgage, or other Loan Document, loan agreements, supplemental agreements, assignments, affidavits and all instruments of indebtedness executed by Assignor in connection with the Loan; and
- The repayment of any other loans or advances, with interest thereon, hereafter made to Assignor (or any successor in interest to Assignor as the owner of the Property or any part thereof), by Assignee when the promissory note evidencing the loan or advance specifically states that said note is secured by the Mortgage, together with all extensions, renewals, modifications, amendments and replacements thereof ("Future Advance").

## 3. Representations and Warranties Assignor hereby represents and warrants that:

- (a) Assignor has the right, power and capacity to make this Assignment and that no person, firm or corporation or other entity other than Assignor has or will have any right, title or interest in or to the Leases or the Rents and Profits.
- (b) The rent roll attached hereto as <u>Exhibit B</u> ("Rent Roll") is a true, accurate and complete list of all Leases now in full force and effect.
- (c) With respect to each Lease in effect at the late hereof, except as set forth in the Rent Roll, (i) the Lease is in full force and effect and is valid. Sinding and enforceable in accordance with its terms; (ii) the Lease has not been modified or an ended in any respect, nor has any provision thereof been waived; (iii) neither the tenant nor lessor thereunder is in default under the terms of the Lease; (iv) no rent has been prepaid under the Lease; fo more than one month in advance; (v) to the best of Assignor's knowledge, the tenant thereunder has no deduction, claim, counterclaim, set-off, or defense against the lessor thereunder or against the rents or other sums payable or to be payable thereunder.

#### 4. Covenants

(a) Assignor shall not, without the prior written consent of Assignee, (i) enter into any Lease, extend or renew any Lease (other than extensions or renewals in accordance with the terms of a Lease approved by Assignee), or consent to or permit the assignment or

subletting of any Leases (other than assignments or subleases in accordance with the terms of a Lease approved by Assignee), or amend or terminate any Lease, (ii) alter, modify, change or terminate the terms of any guaranties of any Leases; (iii) create or permit any lien or encumbrance which, upon foreclosure, would be superior to any such Leases or in any other manner impair Assignee's rights and interest with respect to the Rents and Profits; (iv) pledge, transfer, mortgage or otherwise encumber or assign the Leases or the Rents and Profits; or (vi) collect rents more than 30 days prior to their due date.

Notwithstanding the foregoing, so long as no Event of Default (as defined hereunder) has occurred, Assignor may enter into Leases, extend or renew Leases, and permit the assignment or sublease of Leases which demise 25,000 rentable square feet or less for a term of five (5) years or less ("Non-material Leases"), provided they are on rental rates, including rental concessions, at least equal to that charged for comparable properties within the Property's submarket area, have been negotiated at arm's length, and do not contain material modifications to the form of lease previously approved by Assignee. Assignor may also amend Non-material Leases without Assignet's prior written consent if, in Assignor's prudent business judgment, such amendments are necessary and do not impair the value of the Property. Assignee will not unreasonably withhold, conductor or delay its consent to any Lease submitted to it for approval. Any lease submitted for Assignee's consent which includes a right of first refusal for the Property or an option to purchase the Property shall, at Assingee's option, be accompanied by a Subordination, Nondisturbance and Attornment Agreement in Assignee's then current form.

- (b) Assignor shall, at its sole cost and expense, perform and discharge all of the obligations and undertakings of the landloro under the Leases. Assignor shall enforce or secure the performance of each and every obligation and undertaking of the tenants under the Leases and will appear in and prosecute or defend any action or proceeding arising under, or in any manner connected with, the Leases or the obligations and undertakings of the tenants (or subtenants) thereunder. Assignor shall give prompt written notice to Assignee of any and all material defaults of any of the tenants under any and all of the Leases meeting the criteria of a Lease for which Assignee's consent would have been required pursuant to paragraph 4(a) regardless of whether such Leases were executed before or after the date of this Assignment, together with a complete copy of any and all notices delivered as a result of such lefault.
- (c) Assignor agrees, from time to time, to execute and deliver, upon demand, all assignments and any and all other writings as Assignee may reasonably deem necessary or desirable to carry out the purpose and intent hereof, or to enable Assignee to enforce any right or rights hereunder.

- 5. Events of Default The term "Event of Default" as used herein shall mean the occurrence of any one of the following:
- (a) If Assignor shall fail to comply with any of the covenants, duties or obligations of Assignor herein and such default shall continue for fifteen (15) days or more after written notice to Assignor from Assignee specifying the nature of such default; provided, however, that if such default is of a nature that it cannot be cured within the fifteen (15) day period, then Assignor shall not be in default if it commences good faith efforts to cure the default within the fifteen (15) day period, demonstrates continuous diligent efforts to cure the default in a manner satisfactory to Assignee and, within a reasonable period, not to exceed 180 days after the date of the original written notice of such default, completes the cure of such default;
- (b) If there shall be an Event of Default under the Note, Mortgage or any other Loan Document; or
- (c) If any representation or warranty made by Assignor herein was false or misleading in any material respect when made.

## 6. Revocable License to Collect Rents

- (a) Notwithstanding any provision to the contrary contained elsewhere herein, so long as no Event of Default has occurred and subject to paragraph 7 hereof, Assignor shall have a license to manage the Property; to collect, receive and use all Rents and Profits in accordance with the terms of the Leases; to let the Property subject to the terms hereof and to take all actions which a reasonable and prudent landlord would take in enforcing the provisions of the Leases; provided, however, that all amounts so collected shall be applied toward operating expenses, real estate taxes and insurance relating to the Property, capital repair items necessary to the operation of the Property, and the payment of sums due and cwing under the Note, the Mortgage and this Assignment. From and after the occurrence of an event of Default (whether or not Assignee shall have exercised Assignee's option to declare the Note immediately due and payable), such license shall be automatically revoked without any action required by Assignee.
- (b) Any amounts received by Assignor or its agents in the performance of any acts prohibited by the terms of this Assignment, including but not limited to any amounts received in connection with any cancellation, modification or amendment of any of the Leases prohibited by the terms of this Assignment and any amounts received by Assignor as rents, income, issues or profits from the Property from and after the occurrence of an Event of Default under this Assignment, the Note, the Mortgage or any of the other Loan Documents, shall be held by Assignor as trustee for Assignee and all such amounts shall be accounted for to Assignee and shall not be commingled with other funds of the Assignor. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for Assignee as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith.

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- 7. Remedies of Assignee Upon the occurrence of any Event of Default, Assignee in person or by agent or by court-appointed receiver (and Assignee shall have the right to the immediate appointment of such a receiver without regard to the adequacy of the security and Assignor hereby irrevocably consents to such appointment and waives notice of any application therefor) may, at its option, without any action on its part being required, without in any way waiving such default, with or without the appointment of a receiver, or an application therefor:
- (a) Take possession of the Property and have, hold, conduct tests of, manage or hire a manager to manage, lease and operate the Property, on such terms and for such period of time as Assignee may deem proper, with full power to make, from time to time, all alterations, renovations, repairs or replacements thereto as may seem proper to Assignee;
- Rents and Profits notify tenants under the Leases or any other parties in possession of the Property, to pay Rents and Profits directly to Assignee, its agent or a court-appointed receiver and apply such Rents and Profits to the payment of: (i) all costs and expenses incident to the taking and retaining of possession of the Property, management and operation of the Property, keeping the Property properly insured, and all alterations, renovations, repairs and replacements to the Property; (ii) all taxes, charges, claims, assessments, and any other liens which may be prior in lien or payment to the Loan, and premiums for insurance, with interest on all such items; and (iii) the indebtedness secured hereby together with all costs and attorney's fees, in such order or priority as to any of such items as Assignee in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding.
  - (c) Exclude Assignor, its agents and servants, wholly from the Property;
- (d) At the expense of Assignor, from time to time, have joint access with Assignor to the books, papers and accounts of Assignor relating to the Property;
- (e) Commence, appear in and/or defend any action or proceedings purporting to affect the interests, rights, powers and/or duties of Assignee hereunder, whether brought by or against Assignor or Assignee; and
- (f) Pay, purchase, contest or compromise any claim, debt, lien, charge or encumbrance which in the judgment of Assignee may affect or appear to affect the interest of Assignee or the rights, powers and/or duties of Assignee hereunder.

The receipt by Assignee of any Rents and Profits pursuant to this Assignment after the institution of foreclosure proceedings under the Mortgage shall not cure any such Event of Default or affect such proceedings or any sale pursuant thereto.

In addition to any provision of this Assignment authorizing Assignee to take or be placed in possession of the Property, or for the appointment of a receiver, Assignee shall have the right, in accordance with Sections 5/15-1701 and 5/15-1702 of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq., the "Act"), to be placed in possession of the Property or at its

request to have a receiver appointed, and such receiver, or Assignee, if and when placed in possession, shall have, in addition to any other powers provided in this Assignment, all rights, powers, immunities, and duties as provided for in Section 5/15-1701 and 5/15-1703 of the Act.

### 8. <u>Indemnity and Assignee's Disclaimer</u>

- (a) Assignor shall and does hereby agree to indemnify Assignee for and to defend and hold Assignee harmless from any and all liability, loss or damage which Assignee may or might incur under the Leases or under or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on Assignee's part to perform or discharge any of the terms, covenants or agreements contained in the Leases except for claims due solely to Assignee's gross negligence or viliful misconduct. Should Assignee incur any liability, loss or damage under the Leases or, under or by reason of this Assignment, or in the defense of any of such claims or demands, except for claims due solely to Assignee's gross negligence or willful misconduct, the amount thereof, including leasonable costs, expenses and attorney's fees, shall be secured hereby. Assignor shall reimburse Assignee therefor immediately upon demand, and upon failure of Assignor to do so, Assignee may declare all sums so secured to be immediately due and payable.
- (b) This Assignment shall not be deemed or construed to constitute Assignee as mortgagee-in-possession of the Property or to obligate Assignee to take any action hereunder, to incur expenses or to perform or discharge any obligation, duty or liability hereunder or under the Leases. Assignee is not required to take possession of the Property as a condition to the assignment contained herein.
- 9. <u>Waiver and Discretion</u> The failure of Assignee to enforce any of the terms, covenants or conditions hereof shall not be construed or deemed to be a waiver of any rights or remedies hereunder. Assignee shall have the full right, power and authority to enforce this Assignment, or any of the terms, covenants or conditions hereof, at any time or times that Assignee shall deem fit.
- Assignor and all notices and demands of any kind or nature whatever which Assignor may be required or may desire to give to or serve on Assignee shall be in writing and shall be (i) hand-delivered, effective upon receipt, (ii) sent by United States Express Mail or by private evernight courier, effective upon receipt or (iii) served by certified mail, return receipt requested, and addressed to the appropriate address set forth below. Any such notice or demand served by certified mail shall be deposited in the United States mail, with postage thereon fully prepaid and addressed to the party so to be served at its address below stated or at such other address of which said party shall have theretofore notified in writing, as provided below, the party giving such notice. Service of any such notice or demand so made shall be deemed effective on the day of actual delivery as shown by the addressee's return receipt or the expiration of three (3) business days after the date of mailing, whichever is the earlier in time.

All notices shall be addressed as follows:

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If to Assignor: GLR-1600 Corporate Center, LLC

c/o Great Lakes REIT 823 Commerce Drive

Suite 300

Oak Brook, Illinois 60523

Attention: Chief Financial Officer

with a copy to: Great Lakes REIT

823 Commerce Drive

Suite 300

Oak Brook, Illinois 60523

Attention: General Counsel

If to Assignee: Allstate Life Insurance Company

Allstate Plaza South, Suite G5C

3075 Sanders Road

Northbrook, Illinois 60062

Attn: Commercial Mortgage Division Servicing

Department

with a copy to: Allstate Life Insurance Company

Allstate Plaza South, Suite G5A

3075 Sanders Road

Northbrook, Illinois 60062

Attn: Investment Law Division

or such other place or places as the parties hereto may by ten (10) days prior written notice thereof from time to time designate for the purpose of receiving notices hereunder.

- 11. <u>Performance and Release</u> The full repayment of the indebtedness evidenced by the Note and the performance of all of the obligations set forth in the Mortgage and the duly recorded release thereof or reconveyance of the Property described therein shall constitute a reassignment of the Leases hereby assigned to Assignee.
- 12. <u>Binding Effect</u> This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the Property (or any portion thereof) and any agreement creating rights in Assignee other than those created herein shall be deemed incorporated herein by reference and made a part hereof for all purposes.
  - 13. Actions by Assignee May take or release other security, may release

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any party primarily or secondarily liable for any indebtedness secured hereby, may grant extensions, renewals or indulgences with respect to such indebtedness, and may apply any other security therefor held by it to the satisfaction of such indebtedness, without prejudice to any of its rights hereunder.

- by Assignee pursuant to the powers and rights granted it herein shall be deemed to be a waiver by Assignee of its rights and remedies under the Note and Mortgage, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of Assignee to collect said indebtedness and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subscouent to any action taken by it hereunder. It is the intent of both Assignor and Assignee that this Assignment be supplementary to, and not in substitution or derogation of, any provision contain d in the Mortgage giving Assignee (as beneficiary thereunder) any interest in or rights with respect to the Leases or Rents and Profits. Accordingly, this Assignment shall not be construed in any way to impair or limit any rights or interests which Assignee would otherwise have with respect to the Leases or Rents and Profits by reason of the Mortgage.
- 15. <u>Construction of Terms</u> In this Assignment, whenever the context so requires, the masculine gender includes the ferrinine or neuter, and the singular number includes the plural.
- 16. <u>No Merger</u> Neither this Assignment nor pursuit of any remedy hereunder by Assignee shall cause or constitute a merger of the interests of the tenant and the lessor under any of the Leases such that any of the Leases hereby assigned are no longer valid and binding legal obligations of the parties executing the same.
- 17. Governing Law This Assignment shall be governed by and construed under the laws of the state in which the Property is located. The United States District Court for the District in which the Property is located and any court of competent jurisdiction of the State in which the Property is located shall have jurisdiction in any action, sur or other proceeding instituted to enforce the Note, the Mortgage, and this Assignment. Assignor her by waives (a) any objections to the jurisdiction of such courts, (b) any objections to venue and (c) its right to a trial by jury in any action, proceeding or counterclaim brought by Assignee.
- 18. <u>Severability</u> In the event any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, but only to the extent that it is invalid, illegal or unenforceable.
- 19. <u>Modification</u> This Assignment may not be amended or modified orally, but only by an agreement in writing signed by the party against whom enforcement of any amendment or modification is sought.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed as of the date first above written.

#### **ASSIGNOR:**

GLR - 1600 CORPORATE CENTER, LLC, a Delaware limited liability company

By: GREAT LAKES REIT, L.P., a Delaware limited

Property of Cook County Clark's Office GREAT LAKES REIT, a Maryland real

By: Jour /fus

Its: TRIASUREN

STATE OF ILLINOIS )
) SS:
COUNTY OF COOK )
I, Kables McGun Gerhard, Notary Public in and for said county in the State aforesaid, DO HEREBY CERTIFY THAT James McKs, known to me to be the Tressurer of Great Lakes REIT, a Maryland real estate investment trust, the sole general partner of Great Lakes REIT, L.P., a Delaware limited partnership, the sole member of GLR-1600 Corporate Center, LLC, a Delaware limited liability company and personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument, pursuant to due authority as his/her free and voluntary act, and as the free and voluntary act of said entities, for the uses and purposes set forth therein.  GIVEN under my hand and notarial seal this 18h day of December, 2001.
COFFICIAL SEAL KATHLEEN MCGLYHN GERHART KATHLEEN MCGLYHN GERHART  KATHLEEN MCGLYHN GERHART  KATHLEEN MCGLYHN GERHART
OFFICIAL SEAL  KATHLEEN MCGLVRIN GERHART  NOTARY PUBLIC, STAIF OF ILLINOIS  MY COMMISSION EXPIRES 8-14-2004

#### **EXHIBIT "A"**

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#### LEGAL DESCRIPTION

#### PARCEL 1:

THAT PART OF LOTS 2 AND 4 IN 58-62 VENTURE SUBDIVISION OF PART OF SECTIONS 8 AND 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1970 AS DOCUMENT NO. 21092384, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4 (THE WEST LINE OF SAID LOT 4 HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES 17 MINUTES 57 SECONDS WEST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 89 DEGREES 51 MINUTES 05 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOTS 2 AND 4, 334. 79 FEET TO AN ANGLE POINT BY THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 88 DEGREES 15 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT, 145.03 FEET TO AN INTERSECTION WITH A LINE 17.00 FEET, AS MEASURED AT RIGHT ANGLES. EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOTS 2 AND 4; THENCE NORTH 00 DEGREES 17 MINUTES 57 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE; BEING THE EAST LINE OF WILKE ROAD AS WIDENED, 1128.93 FEET, THENCE NORTH 89 DEGRECS 42 MINUTES 03 SECONDS EAST, 137.00 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 57 SECONDS EAST; 159.65 FEET; THENCE SOUTH 50 DEGREES 40 MINUTES 22 SECONDS EAST, 149.69 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 57 SECONDS EAST, 19.37 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 03 SECONDS EAST, 227.47 FEET TO A POINT ON THE EAST LINE OF SAID LOT 4, 853.38 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 00 DEGREES 17 MINUTES 57 SECONDS EAST ALONG THE EAST LINE OF 5 AID LOT 4, 853.38 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN AND CREATED BY AGREEMENT AND DECLARATION OF COVENANTS AND EASEMENT RECORDED AS DOCUMENT NO. 86214935, FOR INGRESS AND EGRESS, SUPPORT, UTILITY AND SERVICE EASEMENTS, PARKING EASEMENTS, PARKING AND ENCROACHMENT EASEMENT OVER THE FOLLOWING DESCRIBED PROPERTY: LOTS 2 AND 4 IN 58-62 VENTURE SUBDIVISION OF PART OF SECTIONS 8 AND 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 17.0 FEET OF SAID LOTS, AS MEASURED AT RIGHT ANGLES), AND EXCEPT THAT PART OF LOT 4 DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 4; THENCE SOUTH 12 DEGREES 10 MINUTES 10 SECONDS WEST, 271.97 FEET TO A POINT OF BEING 297.66 FEET EASTERLY OF THE SOUTHWEST

CORNER OF LOT 6 IN SAID 58-62 VENTURE SUBDIVISION, THENCE CONTINUOUSLY SOUTH 12 DEGREES 10 MINUTES 10 SECONDS WEST, A DISTANCE OF 20.03 FEET, THENCE SOUTH 64 DEGREES 18 MINUTES 39 SECONDS EAST, 123.39 FEET; THENCE NORTH 21 DEGREES 25 MINUTES 20 SECONDS EAST, A DISTANCE OF 297.37 FEET TO A POINT IN THE NORTHEASTERLY LINE OF LOT 4 IN SAID 58-62 VENTURE SUBDIVISION, SAID LINE BEING THE ARC OF A CIRCLE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 2814.79 FEET; THENCE NORTHWESTERLY ALONG SAID ARC FOR A DISTANCE OF 170.02 FEET TO THE PLACE OF BEGINNING, AND EXCEPT THE NORTH 113.86 FEET, MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF LOT 4, OF THE EAST 214.73 FEET OF THE WEST 231.73 FEET, MEASURED AT RIGHT ANGLES, OF LOT 4 AND EXCEPT THAT PART OF LOT 4 DESCRIBED AS FOLLOWS; THE WEST LINE OF SAID LOT 4 IS DUE NORTH-SOUTH FOR THE FOLLOWING COURSES; BECINNING AT A POINT IN THE WEST LINE OF LOT 4, AFORESAID, 114 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 87 DEGREES 07 MINUTES EAST, A DISTANCE OF 232.02 FEET; THENCE DUE SOUTH A DISTANCE OF 120 FEET; THENCE NORTH 87 DEGREES 07 MINUTES WEST A DISTANCE OF 232.02 FEET; THENCE DUE SOUTH A DISTANCE OF 120 FEET; THENCE NORTH 87 DEGREES 07 MINUTES WEST A DISTANCE OF 232.02 FEET TO SAID WEST LINE OF LOT 4; THENCE DUE NORTH ON SAID LINE A DISTANCE OF 120 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE FOLLOWING; THAT PART OF LOTS 2 AND 4 IN 58-62 VENTURE SUBDIVISION OF PART OF SECTIONS 8 AND 9. TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1970 AS DOCUMENT NO. 21092384, DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4 (THE WEST LINE OF SAID LOT 4 HAVING AN ASSUMED BEARING OF NORTH 00 DEGREES 17 MINUTES 57 SECONDS WEST FOR THIS LEGAL DESCRIP-TION); THENCE NORTH 89 DEGREES 51 MINUTES 05 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOTS 2 AND 4, 334.79 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 88 DEGREES 15 MINUTES 10 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 2; 115.03 FEET TO AN INTERSECTION WITH A LINE 17.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOTS 2 AND 4; THENCE NORTH 00 DEGREES 17 MINUTES 57 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, BEING THE EAST LINE OF WILKE ROAD AS WIDENED, 1128,93 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 03 SECONDS EAST, 137.00 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 57 SECONDS EAST, 159.65 FEET; THENCE SOUTH 50 DEGREES 40 MINUTES 22 SECONDS EAST, 149.69 FEET, THENCE SOUTH 00 DEGREES 17 MINUTES 57 SECONDS EAST, 19.37 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 03 SECONDS EAST, 227.47 FEET TO A POINT ON THE EAST LINE OF SAID LOT 4, 853.38 FEET, AS MEASURED ALONG SAID EAST LINE, NORTH OF THE SOUTHEAST CORNER OF SAID LOT 4, THENCE SOUTH 00 DEGREES 17 MINUTES 57 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 4, 853.38 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

A PERMANENT AND PERPETUAL NON-EXCLUSIVE EASEMENT AS CREATED IN AGREEMENT REGARDING EXTINGUISHMENT, RELEASE AND REGRANT OF EASEMENTS, COVENANTS AND RESTRICTIONS MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 2, 1970 AND KNOWN AS TRUST NO. 56088, RECORDED APRIL 30, 1986 AS DOCUMENT NO. 89170066, FOR THE BENEFIT OF PARCEL 1 FOR THE PURPOSE OF CONSTRUCTING, OPERATING, USING, MAINTAINING, REMOVING, REPLACING AND REPAIRING SAME, IN, UPON, ACROSS, OVER AND UNDER THAT PORTION OF PARCEL A DESCRIBED IN SAID EASEMENT AGREEMENT.

Commonly known as:

1600 Golf Road

Rolling Meadows, Illinois

Permanent Index Number(s):

08-08-407-021-0000

## UNOFFRINTROM COPY 1600 Corporate Center (490) As of 12/01/2001

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Property	Unit	Code	Name	Sq.Ft.	Rent <u>Potential</u>	Rent Actual	Rent/sq	Deposit	Lease From	Leased
490 490 490	0050 0100 0110	st1639	Pinnacle Towers, Inc. VACANT VACANT	0 9,762 4,585	721.32 18,874.99 8,993.76	721.32		0.00	08/01/95	<u>To</u> 12/31/01
490 490 490 490 490 490	0120 0121 0122 0123 0125 0130	st1642 st1643 st1644 st1673 st1675 st1674	Michelle Anthony, Ltd. Chicago Fiber Optic Corp. Kamlesh & Dipti Jani Building Storage HQ Switch Room Great Lakes REIT	1,285 150 299 1,672 520 802	475.00 416.66 478.77 0.00 0.00	475.00 416.66 224.25 0.00 0.00	4.44 33.33 9.00 0.00 0.00	350.00 0.00 500.00 0.00 0.00	01/01/94 05/01/97 07/01/97 04/01/01 03/30/87	12/31/03 04/30/07 06/30/02
	0140 0150 0200	st1645 st1646	Hammer Technologies MCImetro Acess Transmis VACANT	2,577 1,459 12,015	0.00 5,619.15 2,370.88 0.00	0.00 3,221.15 2,370.88	0.00 15.00 19.50	0.00 18,190.77 0.00	04/01/01 01/13/01 12/01/95	12/31/04 12/31/05
490 490 490 490 490	0210 0250 0300 0400 0410 0450	st1672 st1658 st1647 st1648 st1664	Mileage Plus - Storage PrairieComm, Inc. Countrywide Home Loans American Express Travel Ralston Purina Company VACANT	350 8,881 20,896 15,697 1,052 4,147	304.45 20,435.25 43,697.60 32,746.17 2,356.50 0.00	306.25 11,101.25 25,022.96 18,967.21 1,446.50	10.50 15.00 14.37 14.50 16.50	0.00 10,775.61 0.00 0.00 0.00	02/20/01 01/19/01 11/16/98 11/01/99 03/01/01	10/31/06 12/31/05 09/30/03 06/30/04 02/28/04
490 490 490 490 490	0500 0510 0520 0600 0700 0710	st1662 st1659 st1651 st1652 st1649 st1653	PrairieComm, Inc. Tra rieComm, Inc. Mine ago Plus, Inc. Unitary LIPC USA American Lipress Travel Evans, Me. she ii & Pease,	3,208 10,033 7,657 20,900 9,686 2,812	6,696.67 21,908.25 12,103.57 30,842.34 20,292.33 4,494.66	4,010.00 12,541.25 8,933.17 11,436.34 11,703.92	15.00 15.00 14.00 6.57 14.50	16,551.25 0.00 0.00 0.00 0.00	06/01/01 02/21/01 10/07/91 01/01/95 07/01/99	12/31/05 12/31/05 10/31/06 12/31/04 06/30/04
490 490 490 490 490	0715 0720 0725 0750 0800 0800A	st1654 st1655 st1656 st1657 st1660 st1661	CNI Mortgac a, Inc. Boeing Capital Corp. Sunarrow America, Limited Howard Schultz & Associa PrairieComm, Inc. PrairieComm, Inc.	3,323 1,132 1,321 1,963 10,418 7,324	7,032.06 2,458.00 2,264.59 4,435.33 21,701.33	1,874.66 4,084.52 1,462.17 1,568.69 2,617.33 12,154.33	8.00 14.75 15.50 14.25 16.00 14.00	0.00 9,973.60 0.00 2,256.71 4,498.54 30,684.70	05/01/94 04/01/99 02/01/96 05/15/87 01/25/01 01/01/00	04/30/04 10/31/04 11/30/02 07/31/04 02/28/04 12/31/05
490 490 490 490 490	0810 0900 1000 1020 1050	st1666 st1667 st1668	VACANT Siemens Medical Solutions Gilfillan Callahan Architect VACANT GSA - FBI	2,960 2),896 2),896 2,933 2,537 14,437	15,724.00 6,411.64 41,695.07 8,252.50 0.00 19,578.35	8,930.00 23,159.73 4,752.28 41,241.30	14.63 13.30 14.50 34.29	0.00 0.00 4,424.63 0.00	10/01/00 07/14/97 11/01/99 06/01/93	12/31/05 07/31/02 02/13/05
490 490	1100 1101 1125 1200	st1669 st1670	SkyTel Corp. VACANT John Buczyna & Associate	19,297 0 1,599	35,365.11 0.00 3,452.44	18,008.94 1,965.44	11.20	0.00 1,865.50	12/01/92	05/31/03 11/30/02 02/28/05
490 490 490 490 490	400W P S T W Y	st1671 t0000077 st1636 t0000104 st1637 st1638 t0000072	HQ Office Suites Lisa Tippett-American Expr PCS Primeco, L.P. SprintCom, Inc. Teligent Communications Winstar Wireless, Inc. Yipes Communications, In	20,896 0 0 0 0 0	31,974,50 1,0% 15,315,16 0,00 515,00 2,500,00 0,00	21,679.60 0.00 15,315.16 0.00 530.45 2,600.00 47,0.00	12.45	0.00 0.00 0.00 0.00 0.00 0.00	03/30/87 11/01/99 06/01/96 11/01/01 11/22/99 03/31/00 08/01/01	03/31/06 06/30/04 07/06/06 10/31/06 11/30/04 07/31/10 07/31/06
	45		Totai	252,476	452,508.50	275,242.71	13.08	100,071.31		
{	38 34.44		Total Occupied % Occupied	216,470 85.74	418,228.11 92.42	275,242.71 65.81	15.26			
	7 15.56		Total Vacant % Vacant	36,006 14.26	34,280.39 7.58		11.43	0~		
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