Cook County Recorder

### PREPARED BY:

CRAIG M. GERTZ, ESQ. Sonnenschein Nath & Rosenthal 8000 Sears Tower, 79th Floor Chicago, Illinois 60606

### WHEN RECORDED MAIL TO:

LAURETTA J. MORAN, ESQ. Kaye Scholer LLC Three First National Plaza, Suite 4100 70 West Madisor Street Chicago, Illinois 65602 TOX COC

REL DUMIN CIERTS OFFICE ASSUMPTION AGREEMENT

ist american title ordor # (//2976)

#### **ASSUMPTION AGREEMENT**

THIS ASSUMPTION AGREEMENT (the "Agreement"), dated as of December /8, 2002, is made by and among D&K ELK GROVE INDUSTRIAL II, LLC, a Delaware limited liability company, in its own capacity ("Current Borrower"), D&K ELK GROVE INDUSTRIAL II, LLC and DK ROLLING EXCHANGE, LLC, a Delaware limited liability company (collectively, "New Borrower"), DK ROLLING EXCHANGE, LLC, a Delaware limited liability company , in its own capacity ("DK Exchange"), DRAPER AND KRAMER, INCORPORATED, an Illinois corporation ("Guarantor"), and WELLS FARGO BANK MINNESOTA, N.A., as Trustee under the Credit Suisse First Boston Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2002-FL1 ("Lender").

#### WITNESSETH:

WHEREAS, Crimm Financial, Inc., a Delaware corporation, ("Column") made a loan (the "Loan") to the Current Borrower and D&K Elk Grove Industrial Exchange, LLC, a Delaware limited liability company ("Industrial Exchange", and, together with Current Borrower, "Original Borrow x") on June 7, 2001, in the principal amount of NINETEEN MILLION SEVENTY SIX THOUSAND DOLLARS (\$19,076,000.00); and

WHEREAS, Original Borrower executed and delivered to Column that certain Promissory Note (the "Note") dated June 6,2501, payable to the order of Column in the amount of and evidencing the Loan; and

WHEREAS, Original Borrower executed and delivered that certain Mortgage, Security Agreement and Fixture Filing (as amended, the "Mortgage") dated as of June 3, 2001 and effective as of even date with the Note, for the benefit of Column, recorded June 11, 2001 as document number 0010504072, in the Recorder's Office of Cook County, Illinois, covering the real property described in Exhibit A attached hereto and incorporated herein for all purposes, together with all improvements, appurtenances, other properties (whether real or personal), rights and interests described in and encumbered by the Mortgage (the "Property"), to secure the payment of the Note and performance by Original Borrower of the other obligations set forth in the Loan Documents (as herein defined); and

WHEREAS, Original Borrower caused to be issued by First American Title Insurance Company (the "<u>Title Company</u>") that certain Policy of Title Insurance (the "<u>Policy</u>") dated June 11, 2001, in the amount of the Note, insuring the dignity and priority of the lien created and evidenced by the Mortgage; and

WHEREAS, the Original Borrower caused Guarantor to execute and deliver to Column that certain Indemnity and Guaranty Agreement and that certain Hazardous Substances Indemnity Agreement (each individually, and collectively, a "Guaranty") both dated of even date with the Note guaranteeing certain obligations of the Original Borrower as set forth in the Loan Documents and performance by Original Borrower of certain obligations as set forth in the Loan Documents; and

WHEREAS, Industrial Exchange transferred all of its interests in the Property to Current Borrower, and pursuant to that certain Assumption Agreement executed as of November 26,

2001, but effective as of October 8, 2001, Current Borrower assumed the obligations of Industrial Exchange under the Note, Mortgage, Guaranty and other related documents executed by Original Borrower or third parties pertaining to, evidencing or securing the Loan (collectively, the "Loan Documents"); and

WHEREAS, Column assigned all of its interests in the Note, the Mortgage and the other Loan Documents to Lender pursuant to that certain Assignment of Mortgage, Security Agreement and Fixture Financing Statement and Assignment of Leases and Rents recorded May 1, 2002 in the Recorder's Office of Cook County, Illinois as Document No. 0020497115; and

WHEREAS, Lender has been asked to consent to the transfer of an undivided interest in the Property 10 DK Exchange and the assumption of the obligations of Current Borrower by DK Exchange on a joint and several basis with Current Borrower; and

WHEREAS, Londer has agreed to consent to the transfer of an undivided interest in the Property and the assumption of the Loan subject to the terms and conditions stated below.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained hereir, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, Current Borrower, New Borrower, DK Exchange and Guarantor hereby agree as follows:

- Assumption of Current Borrower's Obligations. DK Exchange agrees to ASSUME AND DOES HEREBY ASSUME all of the payment and performance obligations of Current Borrower set forth in the Note, Mortgage, Guaranty and the other Loan Documents in accordance with their respective terms and conditions, including without limitation, the obligation of payment of all sums due under the Note co a joint and several basis with the Current Borrower. New Borrower further agrees to abide by and be bound by all of the terms of the Loan Documents, all as though each of the Loan Documents had been made, executed and delivered by each of Current Borrower and DK Exchange. Current Borrower hereby affirms its continued payment and performance obligations set forth in the Note, Mortgage, Guaranty and the other Loan Documents in accordance with the terms and conditions thereof.
- Affirmation of Guarantor's Obligations. Guarantor hereby consents to the assumption of obligations by DK Exchange hereunder and affirms its payment and performance obligations set forth in the Guaranty in accordance with the terms and conditions thereof, including without limitation, the obligation of payment of all "Costs" (as defired in the Guaranty) due under the Guaranty, and all such obligations of Guarantor under the Guaranty shall remain in full force and effect in accordance with the terms of each such Guaranty, as to the obligations of New Borrower, including the obligations assumed by DK Exchange hereunder. Guarantor further agrees to abide by and be bound by all of the terms of the Guaranty.
- Consent to Transfer. Lender, as evidenced by its execution hereof, hereby 3. consents to the transfer of an undivided interest in the Property to DK Exchange and to the assumption by DK Exchange of all of the obligations of Current Borrower, on a joint and several basis with Current Borrower under the Loan Documents, subject to the terms and conditions set forth in this Agreement. Lender's consent to the transfer of an undivided interest in the Property

to DK Exchange is not intended to be and shall not be construed as a consent to any subsequent transfer or conveyance which requires the Lender's consent pursuant to the terms of the Mortgage.

- 4. No Impairment of Lien. Nothing set forth herein shall affect the priority or extent of the lien of any of the Loan Documents, nor, except as expressly set forth herein, release or change the liability of any party who may now be or after the date of this Agreement, become liable, primarily or secondarily, under the Loan Documents. Except as expressly modified hereby, the Note, Mortgage, Guaranty and the other Loan Documents shall remain in full force and effect, and this Agreement shall have no effect on the priority or validity of the liens set forth in the Mortgage or the other Loan Documents, which are incorporated herein by reference.
  - 5. New Borrower's Obligations; Amendments to Loan Documents.
- (a) From and after the effective date of this Agreement, any documents, actions or responsibility which are required to be undertaken by Current Borrower shall be a responsibility of New Borrower. For example, but without limitation, New Borrower is now required to provide financial statements and information with respect to each of Current Borrower and DK Exchange in lieu of the provision of financial information by Current Borrower as to Current Borrower. Additionally, circumstances in the Loan Documents which would or could create a default and/or an Event of Default and which are relative to the nature or condition of Current Borrower shall now be deemed effective as to the nature or condition of each of Current Borrower and DK Exchange (e.g., dissolution of pankruptcy of each of Current Borrower and DK Exchange shall now constitute a default rather than dissolution or bankruptcy of Current Borrower).
- (b) New Borrower, DK Exchange, Current Borrower, Guarantor and Lender hereby agree that the Note and the Mortgage shall be amended on the date hereof as follows:
  - (i) Section 2.1 of the Mortgage is hereby amended by inserting the following at the end thereof:
    - "(q) Any of the Current Borrower or DK Exchange or any successors to or assigns of either of them, as tenants-in-common, shall commence or prosecute any partition action or proceeding in connection with the Property.
    - (r) The Tenancy in Common and Property Management Agreement dated as of December \_\_\_\_\_, 2002 by and among D&K Elk Grove Industrial II, DK Exchange and Guarantor, executed in connection with the Property shall be amended or modified in any manner whatsoever without the prior written consent of the Lender."
  - (ii) Section 1.2 of the Note is hereby amended by inserting the following at the end thereof:
    - "(e) Any of Current Borrower or DK Exchange, or any successors to or assigns of either of them, as tenants-in-common, shall commence or prosecute any partition action or proceeding in connection with the Property.

- (f) The Tenancy in Common and Property Management Agreement dated as of December \_\_\_\_, 2002 by and among D&K Elk Grove Industrial II, DK Exchange and Guarantor, executed in connection with the Property shall be amended or modified in any manner whatsoever without the prior written consent of the Lender."
- (iii) Each and every of the Loan Documents are hereby amended by substituting Current Borrower and DK Exchange, as tenants in common, as the borrower, mortgagor or pledgor, as appropriate, in place of Current Borrower in each such Loan Document. As a condition to Lender's consent hereto, from and after the effective date of this Agreement, each of the requirements set forth in each of Current Borrower's and DK Exchange's Operating Agreements relating to bankruptcy remoteness and corporate separateress are hereby incorporated into and made a part of the Mortgage.
- (iv) Each of Current Borrower and DK Exchange hereby agree to take any and all such actions and to execute and deliver any and all such documents and instruments as may be required by Lender or Servicer in order to evidence or assure the consummation of the transactions described herein under the Loan Documents.
- 6. No Waiver of Remedies Except as may be expressly set forth herein, nothing contained in this Agreement shall prejudice, act as, or be deemed to be a waiver of any right or remedy available to Lender by reason of the occurrence or existence of any fact, circumstance or event constituting a default under the Note or the other Loan Documents as hereby amended.
- 7. Ratification by Current Borrower. By its execution hereof, Current Borrower ratifies and confirms that the assumption by New Borrower of all of Current Borrower's obligations set forth in the Note, Mortgage, Guaranty and the other Loan Documents shall not relieve Current Borrower of any personal liability under the Note, Mortgage, Guaranty or any of the Loan Documents for any acts or events occurring or colligations arising prior to, simultaneously with, or after the date hereof.
- 8. <u>Ratification by Guarantor</u>. By its execution hereof, Guarantor ratifies and confirms that the assumption by New Borrower of all of Current Borrower's obligations set forth in the Note, Mortgage, Guaranty and the other Loan Documents, and the affirmation by Guarantor of all of Guarantor's obligations set forth in the Guaranty as set forth in Section 2 herein, shall not relieve Guarantor of any personal liability under the Guaranty for any acts or events occurring or obligations arising prior to, simultaneously with or after the date hereof.
- 9. <u>Release of Lender</u>. By its execution hereof, Current Borrower and DK Exchange each hereby releases Lender, its officers, directors, employees and agents from all claims and liability relating to the transactions evidenced by the Note, Mortgage, Guaranty and the other Loan Documents, through and including the date hereof.
- 10. <u>Notices</u>. Any notices or other communications required or permitted under this Agreement or the Loan Documents shall be provided in accordance with the requirements therefor as set forth in the Loan Documents, as amended herein:

Lender:

Wells Fargo Bank Minnesota, N.A., as Trustee

11000 Broken Land Parkway Columbia, Maryland 21044-3562

Attention: Corporate Trust Administration

Reference: D&K Elk Grove Industrial II, Loan 63-000002/CSFB 2002-FL1

with copies to:

Servicer:

Wachovia Securities

8739 Research Drive, URP-4

Charlotte, NC 28288-1075 (US Mail) or 28262-1075 (Overnight)

Reference: D&K Elk Grove Industrial II, Loan 63-000002/CSFB 2002-FL1

Special

Servicer:

I.F. Robert Company, Inc.

1650 Tysons Boulevard, Suite 1600

McLean Virginia 22102 Attention. Keith Belcher Telecopier: (703) 714-8101

Reference: D&K Flk Grove Industrial II, Loan 63-000002/CSFB 2002-FL1

- 11. Costs and Expenses. Contemporaneously with the execution and delivery hereof, New Borrower shall pay, or cause to be paid, all costs and expenses incident to the preparation, execution and recordation hereof and the consummation of the transaction contemplated hereby, including, but not limited to, reasonable fees and expenses of legal counsel to Lender, Rating Agency fees and reasonable fees and expenses of Rating Agency's counsel.
- shall execute or procure and deliver to Lender such other and further documents and instruments evidencing, securing or pertaining to the Loan or the Loan Documents as shall be reasonably requested by Lender so as to evidence or effect the terms and provisions hereof. Upon Lender's request, New Borrower shall cause to be delivered to Lender an opinion of counsel, satisfactory to Lender as to form, substance and rendering attorney, opining to (i) the validity and enforceability of this Agreement and the terms and provisions hereof, and any other agreement executed in connection with the transaction contemplated hereby; (ii) the authority of New Borrower and Guarantor, and any constituents of New Borrower and Guarantor, as execute, deliver and perform its or their respective obligations under the Loan Documents, as hereby modified; and (iii) such other matters as reasonably requested by Lender.
- and provisions hereof, each of the terms and provisions of the Loan Documents are hereby ratified and shall remain in full force and effect; provided, however, that any reference in any of the Loan Documents to the Loan, the amount constituting the Loan, any defined terms, or to any of the other Loan Documents shall be deemed, from and after the date hereof, to refer to the Loan, the amount constituting the Loan, defined terms and to such other Loan Documents, as modified hereby.

- 14. <u>GOVERNING LAW</u>. THE TERMS AND PROVISIONS HEREOF SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN.
- 15. <u>Time</u>. Time is of the essence in the performance of the covenants contained herein and in the Loan Documents.
- 16. <u>Binding Agreement</u> This Agreement shall be binding upon the parties hereto and their respective successors and assigns; provided, however, the provisions of this <u>Paragraph 16</u> shall not be deemed or construed to (i) permit, sanction, authorize or condone the assignment of all or any part of the Property or any of New Borrower's rights, titles or interests in and to the Property, except as expressly authorized in the Loan Documents, as amended herein; or (ii) confer any right, offe, benefit, cause of action or remedy upon any person or entity not a party hereto, which such party would not or did not otherwise possess, except as otherwise provided herein.
- 17. <u>Headings</u>. The section headings hereof are inserted for convenience of reference only and shall in no way alter, amend, define or be used in the construction or interpretation of the text of such section.
- 18. <u>Construction</u>. Whenever the context hereof so requires, reference to the singular shall include the plural and likewise, the plural shall include the singular; words denoting gender shall be construed to mean the masculine, feminine or neuter, as appropriate; and specific enumeration shall not exclude the general, but shall be construed as cumulative of the general recitation.
- 19. Severability. If any clause or provision of this Agreement is or should ever be held to be illegal, invalid or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid or unenforceable, such clause or provision shall be judicially construed and interpreted to be as similar in substance and content to such illegal, invalid or unenforceable clause or provision, as the context thereof would reasonably suggest, so as to thereafter be legal, valid and enforceable.
- 20. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

21. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND THERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO OR THERETO. THE PROVISIONS OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS MAY BE AMENDED OR WAIVED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY THE RESPECTIVE PARTIES TO SUCH DOCUMENTS.

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EXECUTED to be effective as of the date set forth in the first paragraph hereof.

### **CURRENT BORROWER:**

D&K ELK GROVE INDUSTRIAL II, LLC, a Delaware limited liability company

By: **D&K ELK GROVE INDUSTRIAL** MANAGER II, LLC, a Delaware limited liability company, its Managing Member

Property of Cook County Clark's Office

Title: Sy. U.R. and CFD

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#### **NEW BORROWER:**

### D&K ELK GROVE INDUSTRIAL II, LLC,

a Delaware limited liability company

By: D&K ELK GROVE INDUSTRIAL MANAGER II, LLC, a Delaware limited liability company, its Managing Member

By: DRAPER AND KRAMER, INCORPORATED,

an Illinois corporation, its sole member

Name: To Id A. Schult Title: Sup of (FO

DK KOLLING EXCHANGE, LLC,

a Delaware limited liability company

By: DK ROLLINIG ASSOCIATES LIMITED PARTNERSHIP, an Illinois li ni ed partnership,

its sole member

By: D & K ROLLING LLC,

an Illinois limite! liability company,

its managing general partner

By: DRAPER AND KFAMER,

INCORPORATED,

an Illinois corporation,

Its sole member and manager

Name: Todd H. Schultz

Title: SUP & CFO

### **DK EXCHANGE:**

#### DK ROLLING EXCHANGE, LLC,

a Delaware limited liability company

By: DK ROLLING ASSOCIATES LIMITED PARTNERSHIP,

an Illinois limited partnership,

its sole member

By: D & K ROLLING LLC,

an Illinois limited liability company,

its managing general partner

DRAPER AND KRAMER,

INCORPORATED,

an Illinois corporation,

Its sole member and manager

By: Trell At Triame: Todd H. Schultz

Title: SUP & CFO

#### **GUARANTOR:**

OUNT CLE DRAPER AND KRAMER, INCORPORATED,

an Illinois corporation

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#### LENDER:

WELLS FARGO BANK MINNESOTA, N.A., AS TRUSTEE UNDER THE CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP., COMMERCIAL MORTGAGE PASS-THROUGH **CERTIFICATES, SERIES 2002-FL1** 

Property of Cook County Clark's Office By: J.E. Robert Company, Inc., Special Servicer

STATE OF ILLINOIS	<b>§</b> <b>§</b>
COUNTY OF COOK	§
2002, by Toda A Schultz INCORPORATED, an Illi INDUSTRIAL MANAGER	ACKNOWLEDGED before me on the // day of December, the SrVP+2FO of DRAPER AND KRAMER, nois corporation, the sole member of D&K ELK GROVE II, LLC, a Delaware limited liability company, the Managing OVE INDUSTRIAL II, LLC, a Delaware limited liability company,
OFFICIAL SEAL" [SEAL Jorraine N. iv/ac/sen Notary Public. State of Illinoi My Commission Expires 02/65 My Commission Expires:	Notary Public - State of Illinois
2/5/05	Lorraine N. Madsen
	Printed Name of Notary Public
STATE OF ILLINOIS COUNTY OF COOK	ACKNOWI EDGED before me on the day of December.
2002, by <i>Todd A. Scho</i> INCORPORATED, an Illi INDUSTRIAL MANAGER	nois corporation, the sole member of D&K ELK GROVE II, LLC, a Delaware limited liability company, the Managing OVE INDUSTRIAL II, LLC, a Delaware limited liability company, L"
My Commission Expires:	Corraine N. Madsen
	Printed Name of Notary Public

STATE OF ILLINOIS	§ 8
COUNTY OF COOK	§ § §
DRAPER AND KRAMER, I manager of D & K ROLLIN	Madsen & Sining N. Muland
My Commission Expires:	Lorraine N. Madsen
2/5/05	
	Printed Name of Notary Public
	0/
STATE OF ILLINOIS	
COUNTY OF COOK	§ 4/2-
This instrument was A	ACKNOWLEDGED before me on the day of December,
2002, by Todd 4. Schult 2	th: <u>57. V.P+CFO</u> of
	NCORPORATED, an Illinois corporation, on behalf of said
corporation. OFFICIAL SE	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
Lorraine N. Ma	- A) (
TOTATIO LONGING IN INC	
[SEAL] Notary Public, State of	of Illinois & Ansing N. Mad.
Notary Public, State of	of Illinois & Ansing N. Mad.
INCALD	of Illinois s 02/05/05  Notary Public - State of Illinois
Notary Public, State of My Commission Expire	of Illinois Notary Public - State of Illinois

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STATE OF TEXAS	
COUNTY OF DALLAS	§ §

This instrument was ACKNOWLEDGED before me on the 18 day of December, 2002, by, <u>Debra H.</u> Morgan, the <u>Servicing Officer</u> of J.E. Robert Company, Inc., the Special Servicer for Wells Fargo Bank Minnesota, N.A., as Trustee under the Credit Suisse First Boston Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2002-FL1.

[SEAL]

AL TO	RHONDA TOLIVER
	MY COMMISSION EXPIRES
	NCYEMBER 15, 2004

Notary Public - State of TUKAS

My Commission Expires:

11-15-04

Printed Name of Notary Public

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### **EXHIBIT A**

#### PROPERTY DESCRIPTION

Parcel 1: 821-891 Busse Road & 1810-1860 Jarvis Avenue, Elk Grove Village, Illinois, more particularly described as follows:

LOT 1 IN RBC TECH CENTER SUBDIVISION IN THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 26 TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #: 08-26 200-026

Parcel 2: 873-855 Cambridge Drive, Elk Grove Village, Illinois, more particularly described as follows:

LOT 10 IN SDK SUBDITISION NO. 2 OF PARTS OF LOTS 1 AND 2 IN EVERDING SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 26 TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #: 08-26-300-016

Parcel 3: 870-898 Cambridge Drive, Ell Grove Village, Illinois, more particularly described as follows:

LOT 11 IN SDK SUBDIVISION NO. 2 OF PARTS OF LOTS 1 AND 2 IN EVERDING SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 26 TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #: 08-26-300-017

Parcel 4: 901-985 Busse Road, Elk Grove Village, Illinois, more particularly described as follows:

LOT 1 IN RBC TECH CENTER SUBDIVISION UNIT 2, A RESUBDIVISION OF LOT 2 IN EVERDING SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 26 TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #: 08-26-300-027

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Parcel 5: 1800 Landmeier Road, Elk Grove Village, Illinois, more particularly described as follows:

LOT 2 IN THE RESUBDIVISION OF LOTS 12 TO 16, BOTH INCLUSIVE, IN SDK SUBDIVISION NO. 2 OF PARTS OF LOT 1 AND 2 IN EVERDING SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 26 TOWNSHIP 41 NORTH, RANGE I 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #: 08-26-300-024

Parcel 6: 1001-1051 Cambridge Drive, Elk Grove Village, Illinois, more particularly described as to Lows:

LOT 1 IN REGENT BUSINESS CENTER PARCEL F, BEING A RESUBDIVISION OF LOTS 1 THROUGH 7, BOTH INCLUSIVE, IN SDK SUBDIVISION NO. 2 OF PARTS OF LOT 1 AND 2 IN EVERDING SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 26 TOWNSHIP 41 NORTH, KANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #: 08-26-300-028

Parcel 7: 1001-1051 Cambridge Drive, Llk Grove Village, Illinois, more particularly described as follows:

LOT 2 IN REGENT BUSINESS CENTER PARCLL F, BEING A RESUBDIVISION OF LOTS 1 THROUGH 9, BOTH INCLUSIVE, IN SDK SUBDIVISION NO. 2 OF PARTS OF LOT 1 AND 2 IN EVERDING SUBDIVISION OF THE SOUTH WEST 1/4 OF SECTION 26 TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #:08-26-300-029

Parcel 8: 1500 Higgins Road, Elk Grove Village, Illinois, more particularly described as follows:

PARCEL 1:

LOT 3 IN REGENT OFFICE CENTER-PHASE 11, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 CREATED BY CROSS-EASEMENT AGREEMENT FOR INGRESS AND EGRESS RECORDED MAY 19, 1999 AS DOCUMENT 99485434 BETWEEN LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE UNDER TRUST NO. 51005 AND THE CHICAGO TRUST COMPANY AS TRUSTEE UNDER TRUST NO. 1107118 OVER THE HIGGINS DRIVEWAY AND THE PORTION OF THE ACCESS DRIVE LOCATED ON THE CHICAGO PROPERTY AS DEPICTED ON EXHIBIT C. Cook County Clark's Office

P.I.N. #: 08-22-403-015