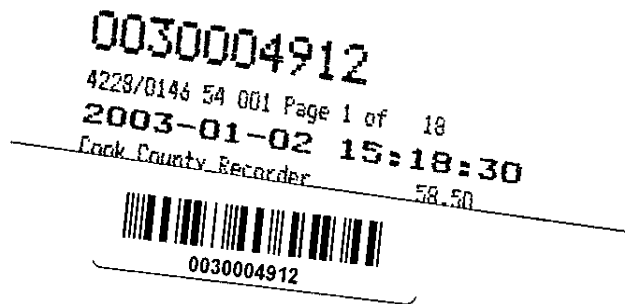


UNOFFICIAL COPY

Prepared by and upon recording return to:

W. Kirk Grimm, Esq.
McGuireWoods LLP
77 West Wacker Drive
Chicago, Illinois 60601
(312) 849-3697



AMENDED AND RESTATED MEMORANDUM OF LEASE (and Amended and Restated Lease Supplement No. 1)

THIS AMENDED AND RESTATED MEMORANDUM OF LEASE (and Amended and Restated Lease Supplement No. 1) (this "Lease Supplement") dated as of December 31, 2002 between Lease Plan North America, Inc., an Illinois corporation, not in its individual capacity but solely as original lessor (the "Original Lessor"), ABN AMRO CCC Private Equity Investments, Inc., a Delaware corporation, not in its individual capacity but solely as lessor (the "Lessor"), Crate & Barrel Holdings, Inc., a Delaware corporation (the "Original Lessee" or the "Original Ground Lessor"), and Euromarket Designs, Inc., an Illinois corporation, as lessee (the "Lessee").

WHEREAS, pursuant to the Assignment and Assumption of the Head Ground Lease by and between the Original Head Ground Lessee and the Head Ground Lessee, dated as of the Effective Date, the Original Head Ground Lessee will assign its leasehold interest in the Land Interest to the Head Ground Lessee;

WHEREAS, pursuant to the Original Ground Lease by and between the Original Ground Lessor and the Original Ground Lessee, as tenant, the Original Ground Lessee acquired a subleasehold interest in the Land Interest described on Schedule 1 hereto by subleasing such land, as lessee, from the Original Ground Lessor on the Land Interest Acquisition Date;

WHEREAS, pursuant to the Ground Lease by and between the Original Ground Lessor, the Ground Lessor, the Original Ground Lessee and the Ground Lessee, the Ground Lessee, as tenant, will acquire such subleasehold interest in the Land Interest by assignment and assumption from the Original Ground Lessee, subleasing such land, as lessee, from the Ground Lessor on the Effective Date;

WHEREAS, with respect to such Property, the Original Lessee, as the Original Construction Agent, constructed certain Improvements which as constructed become the

property of the Original Lessor and became part of such Property and subject to the terms of the Original Lease;

WHEREAS, on the Lease Commencement Date, the Lessor leased to the Original Lessee, and the Original Lessee leased from the Lessor, such Property pursuant to the Original Lease

WHEREAS, the Original Lessor wishes to assign its leasehold interest in the Land Interest as Original Ground Lessee under the Original Ground Lease and all of its right, title and interest as Original Lessor under the Original Lease and its fee interest in all Improvements constructed on the Land Interest to the Lessor, and the Lessor desires to accept such assignment and to assume all of the obligations of the Original Lessor as Original Ground Lessee under the Original Ground Lease and as Original Lessor under the Original Lease as reflected in this Lease;

WHEREAS, the Original Lessee desires to assign its subleasehold interest in the Land Interest and its leasehold interest in all Improvements constructed thereon to the Lessee, and the Lessee desires to assume the obligations of the Original Lessee under the Original Lease as reflected in this Lease, all pursuant to the terms of this Lease;

WHEREAS, pursuant to the terms of this Lease, the Lessor desires to lease the Property to the Lessee and the Lessee desires to lease from the Lessor;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

SECTION 1. Definitions; Interpretation. For purposes of this Lease Supplement, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in Appendix 1 to the Lease, dated as of December 31, 2002, between the Lessee, the Original Lessee and the Lessor; and the rules of interpretation set forth in Appendix 1 to the Lease shall apply to this Lease Supplement. From and after the date hereof, all references in the Operative Documents to the "Lease Supplement" shall be deemed to refer to this Amended and Restated Lease Supplement.

SECTION 2 The Property. (a) On the Effective Date, (i) the Original Lessee assigned all of its right, title and interest in and to the Original Lease, the Property and the other collateral referred to in the Lease and the other Security Documents to the Lessee, (ii) the Lessee agreed to assume all of the indebtedness, liabilities and obligations of the Original Lessee under the Original Lease as reflected in the Lease, and (iii) the Lessor agreed to such assignment and assumption. The parties also agreed to take such other actions and execute such other agreements, documents and instruments as may be required to effect such assignment and assumption and to perfect the Lessor's and the Agent's rights in and to the Property and the other collateral.

(b) Notwithstanding the amendment and restatement of the Original Lease by the Lease, the indebtedness, liabilities and obligations owing to the Lessor, Agent and the Participants by

the Original Lessee and the Original Construction Agent under the Original Lease remain outstanding as of the date hereof and shall continue to be secured by the collateral described in and pursuant to the Lease and the other Security Documents, but are payable in accordance with the terms of the Lease and the other Operative Documents. The Lease was given in substitution for the Original Lease and does not evidence a repayment and reborrowing of the obligations of the Original Lessee under such agreement and is in no way intended to constitute a novation of the Original Lease and the Liens granted with respect thereto and in the other Operative Documents shall be continuing.

(c) Attached hereto as Schedule I is the description of a certain Land Interest. Effective upon the execution and delivery of this Lease Supplement by the Lessor, the Original Lessee and the Lessee, the Property shall be subject to the terms and provisions of the Lease. Subject to the terms and conditions of the Lease, the Lessor hereby leases to the Lessee for the Term (as defined below) of the Lease, the Lessor's interest in the Property, and the Lessee hereby agrees, expressly for the direct benefit of the Lessor, to lease from the Lessor for the Term, the Lessor's interest in the Property.

SECTION 3. Parties and Addresses. The Lease is dated as of December 31, 2002, between the Original Lessor and the Lessor, both of which have their principal offices at 135 S. LaSalle Street, Chicago, Illinois 60603 and the Original Lessee and the Lessee, both of which have their principal offices at 725 Landwehr Road, Northbrook, Illinois 60062.

SECTION 4. Lease Term. The term of the Lease (the "Term") began on the Lease Commencement Date and shall end on December 22, 2005 unless the Term is renewed or earlier terminated in accordance with the provisions of the Lease. The Lease contains one option period of three years and one additional option period of two years, which gives Lessee the right, subject to the terms thereof, to extend the term of the Lease to no later than December 22, 2010.

SECTION 5. Ownership of the Property. (a) It is the intent of the parties hereto that: (i) the Lease constitutes an "operating lease" pursuant to Statement of Financial Accounting Standards No. 13, as amended and interpreted, for purposes of Lessee's financial reporting, and (ii) for purposes of Federal and state income tax, the transaction contemplated hereby and by the Lease is a financing arrangement and preserves ownership in the Property in the Lessee. The parties shall take no action inconsistent with such intention. Nevertheless, the Lessee acknowledges and agrees that neither the Agent, the Lessor nor any Participant has made any representations or warranties to the Lessee concerning the tax, accounting or legal characteristics of the Operative Documents and that the Lessee has obtained and relied upon such tax, accounting and legal advice concerning the Operative Documents as it deems appropriate.

Anything to the contrary in the Operative Documents notwithstanding, the parties hereto intend and agree that with respect to the nature of the transactions evidenced by this Lease in the context of the exercise of remedies under the Operative Documents, in the case of any insolvency or receivership proceedings or a petition under the United States bankruptcy laws or any other applicable insolvency laws or statute of the United States of America or any State or Commonwealth thereof or any foreign country affecting the Lessee, the Original Lessee, the Lessor, the Original Lessor, the Guarantor, the Original Guarantor or any Participant or any enforcement or collection actions arising out of or relating to bankruptcy or insolvency laws, (i)

the transactions evidenced by this Lease are loans made by the Lessor and the Participants as unrelated third party lenders to the Lessee secured by the Property, (ii) the obligations of the Lessee under this Lease to pay Basic Rent, Supplemental Rent, Asset Termination Value or Residual Value Guarantee Amount in connection with a purchase of the Property pursuant to this Lease shall be treated as payments of interest on and principal of, respectively, loans from the Lessor and the Participants to the Lessee, and (iii) this Lease reaffirms the grant to the Original Lessor pursuant to the Original Lease to, and grants a security interest and mortgage or deed of trust or lien, as the case may be, in the Property to, the Lessor and assigned by the Lessor to the Agent for the benefit of the Participants to secure the Lessee's performance under and payment of all amounts under this Lease and the other Operative Documents.

Specifically, but without limiting the generality of subsection (b) of this Section 5, the Lessor and the Lessee further intend and agree that, for the purpose of securing the Lessee's obligations for the repayment of the above-described loans from the Lessor and the Participants to the Lessee (the aggregate commitment from the Participants as of the date hereof is Thirty-Nine Million Five Hundred Thirty-Eight Thousand Eight Hundred Forty-Nine Dollars (\$39,538,849), and the maturity date of such loans as of the date hereof is December 22, 2005), and for the purpose of securing all monies advanced by the Lessor in accordance with the terms of this Lease and the other Operative Documents to (x) preserve or restore the Mortgaged Property, (y) preserve the lien of the mortgage granted herein or the priority thereof, or (z) enforce the mortgage granted herein, (i) the Lease shall also be deemed to be a security agreement and financing statement within the meaning of Article 9 of the Uniform Commercial Code and a real property mortgage of the Property; (ii) the conveyance provided for hereby and in Article II of the Lease shall be deemed to be the reaffirmation of the grant by the Original Lessee to the Original Lessor in the Original Lease of, and a grant by the Lessee to the Lessor and assigned by the Lessor to the Agent for the benefit of the Participants of a mortgage lien and security interest in all of the Lessee's right, title and interest in and to the Property and all proceeds of the conversion, voluntary or involuntary, of the foregoing into cash, investments, securities or other property, whether in the form of cash, investments, securities or other property (it being understood that the Lessee hereby mortgages and warrants and grants a security interest in the Property to Lessor to secure the loans); (iii) the possession by the Lessor or any of its agents of notes and such other items of property as constitute instruments, money, negotiable documents or chattel paper shall be deemed to be "possession by the secured party" for purposes of perfecting the security interest pursuant to Section 9-313 of the Uniform Commercial Code; and (iv) notifications to Persons holding such property, and acknowledgments, receipts or confirmations from financial intermediaries, bankers or agents (as applicable) of the Lessee shall be deemed to have been given for the purpose of perfecting such security interest under Applicable Law; provided that the foregoing provisions of this Section 5(c) shall not be deemed or construed so as to constitute the transactions evidenced under the Lease as loans other than for the purposes described in Section 5(a)(ii) and/or under the circumstances described in Section 5(b). The parties shall, to the extent consistent with the Lease, take such actions and execute, deliver, file and record such other documents, financing statements, mortgages and deeds of trust as may be necessary to ensure that, if the Lease and this Lease Supplement were deemed to create a security interest in the Property in accordance with this Section, such security interest would be deemed to be a perfected security interest of first priority under Applicable Law and will be maintained as such throughout the Term.

Specifically, without limiting the generality of subsection (b) of this Section 5, for other good and valuable consideration, the receipt of which is hereby acknowledged, the Lessee hereby reaffirms the grant by the Original Lessee to the Original Lessor of, and grants, remises, releases, aliens, conveys, transfers, mortgages, assigns, assigns and warrants to the Lessor and does further grant a security interest to the Lessor in, all of the Lessee's right, title and interest in and to the following, whether now existing or hereafter acquired (collectively, the "Mortgaged Property"):

Lessee's leasehold interest in the Head Ground Lease and the Ground Lease;

all right, title and interest of the Lessee in and to the Property or any part thereof and the reversions, remainders, rents, issues and profits thereof;

all right, title and interest of the Lessee in and to all substitutes and replacements of, and all additions and improvements to, the Improvements and the Fixtures, subsequently acquired by the Lessee or constructed, assembled or placed by the Lessee on the Land Interest, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Property or offsite, and, in each such case, without any further mortgage, conveyance, assignment or other act by the Lessee;

all right, title and interest of the Lessee in, to and under all books and records relating to or used in connection with the operation of the Property or the Fixtures or any part thereof and the Equipment;

all right, title and interest of the Lessee in and to all insurance policies (including title insurance policies) required to be maintained by the Lessee pursuant to this Lease, including the right to collect and receive such proceeds; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Property for the taking by eminent domain, condemnation or otherwise, of all or any part of the Property or any easement or other right therein;

all right, title and interest of the Lessee in and to (i) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Property or any part thereof and (ii) all plans and specifications relating to the Property;

all Rent and all other rents, payments, purchase prices, receipts, revenues, issues and profits payable under this Lease or pursuant to any other lease with respect to the Property;

all proceeds, both cash and noncash, of the foregoing and any items acquired in substitution of, or replacement for, any of the foregoing; and

all right, title and interest of the Lessee in and to all of the Operative Documents, including, without limitation, the Lease Supplement and the Equipment Schedules,

regardless of whether the interest of the Lessee therein is that of lessee, sublessee, sublessor or borrower.

If the transactions evidenced by this Agreement and the other Operative Documents can no longer be treated as an operating lease pursuant to GAAP for accounting purposes, all provisions in the Operative Documents limiting the Lessee's obligation to pay the Lease Balance or Asset Termination Value (including the Remarketing Option) on the Expiration Date shall no longer apply. If any such change in accounting treatment shall occur, the Lessee shall enter into such amendments to the Operative Documents as the Lessor or the Required Participants may reasonably request to reflect the foregoing.

For other good and valuable consideration, the receipt of which was acknowledged, the Original Lessee hereby assigns to the Lessee all of the Original Lessee's right, title and interest in and to the Mortgaged Property.

SECTION 6. Remedies. Without limiting any other remedies set forth in the Lease, in the event that a court of competent jurisdiction rules that the Lease constitutes a mortgage, deed or trust or other secured financing as is the intent of the parties, then the Lessor and the Lessee agree that:

(a) upon the occurrence of any Lease Event of Default which is continuing:

(i) the Lessor in addition to all other remedies available at law or in equity, shall have the right forthwith to enter upon and take possession of the Property, and to let the Property and receive the rents, issues and profits thereof, to make repairs and to apply said rentals and profits, after payment of all necessary or proper charges and expenses, on account of the amounts hereby secured (subject to the Excepted Payments); and

(ii) the Lessor shall, as a matter of right, at the option of the Lessor, be entitled to the appointment of a receiver for the Mortgaged Property, and the Lessee hereby consents to such appointment and waives notice of any application therefor.

(b) Upon the occurrence and during the continuance of a Lease Event of Default, the Lessor may proceed by a suit or suits in equity or at law, whether for a foreclosure hereunder, or (to the extent permitted by law) for the sale of the Mortgaged Property or against the Lessee on a recourse basis for the Asset Termination Value, or for the specific performance of any covenant or agreement contained herein or in the Lease or in aid of the execution of any power granted herein or in the Lease, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Mortgaged Property, or for the enforcement of any other appropriate legal or equitable remedy. The Lessor shall have all rights available to a Mortgagee under the laws of the State of Illinois, including, without limitation, all rights granted a mortgage holder under the Illinois Mortgage Foreclosure Law, Chapter 735, Paragraphs 5/15-1101 *et seq.*, Illinois Compiled Statutes (as amended, the "Mortgage Foreclosure Act"). In the event that any provisions of this Lease Supplement or the Lease shall be inconsistent with the Mortgage Foreclosure Act, the provisions of the Mortgage Foreclosure Act shall take precedence over such provision of this Lease Supplement or the Lease, but shall not invalidate or render unenforceable

any other provision of this Lease Supplement and the Lease that can be construed in a manner consistent with the Mortgage Foreclosure Act. If any provision of this Lease Supplement or the Lease shall grant the Lessor any rights or remedies upon default of the Lessee which are more limited than the rights that would otherwise be vested in the Lessor under the Mortgage Foreclosure Act in the absence of such provision, Lessor shall be vested with the rights granted in the Mortgage Foreclosure Act to the full extent permitted by law. The Lessor may proceed in any such action to final judgment and execution thereon for all sums under the Participation Agreement together with interest on such sums as provided in the Participation Agreement, all costs of suit and an attorneys' commission for fees and expenses actually incurred all to be a lien under the Lease. Interest at a rate equal to the Overdue Rate shall be due on any judgment obtained by the Lessor from the date of judgment until actual payment is made of the full amount of the judgment or decree for sale resulting therefrom. The proceeds of any sale of any of the Mortgaged Property shall be applied pursuant to Sections 3.14 and 3.17 of the Participation Agreement.

(c) The Lessor shall have all other remedies provided for in Article XVII of the Lease or as provided by law.

SECTION 7. Purchase Option. Sections 17.2(h), 19 and 20 of the Lease contain various purchase options which may be exercised by the Lessee during the term of the Lease subject to the terms and conditions of said Sections 19 and 20 of the Lease.

SECTION 8. Liens. (a) THIS LEASE IS SUPERIOR TO AN AMENDED AND RESTATED CONSTRUCTION MORTGAGE IN FAVOR OF LASALLE NATIONAL LEASING CORPORATION, AS AGENT (THE "AGENT") UNDER THE AMENDED AND RESTATED PARTICIPATION AGREEMENT DATED AS OF DECEMBER 31, 2002 AS AMENDED, RESTATED OR SUPPLEMENTED, BETWEEN THE LESSOR AND THE AGENT.

(b) NOTICE IS HEREBY GIVEN THAT NEITHER THE LESSOR, ANY PARTICIPANT NOR THE AGENT IS OR SHALL BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO THE LESSEE, OR TO ANYONE HOLDING THE PROPERTY OR ANY PART THEREOF THROUGH OR UNDER THE LESSEE, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF THE LESSOR IN AND TO THE PROPERTY.

SECTION 9. Ratification. Except as specifically modified hereby, the terms and provisions of the Lease are hereby ratified and confirmed and remain in full force and effect.

SECTION 10. Original Executed Lease Supplement. The single executed original of this Lease Supplement marked "THIS COUNTERPART IS THE ORIGINAL EXECUTED COUNTERPART" on the signature page thereof and containing the receipt of the Agent therefor on or following the signature page thereof shall be the Original Executed Counterpart of this Lease Supplement (the "Original Executed Counterpart"). To the extent that this Lease Supplement constitutes chattel paper, as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction, no security interest in this Lease Supplement may be

UNOFFICIAL COPY

30004912

created through the transfer or possession of any counterpart other than the Original Executed Counterpart.

SECTION 11. GOVERNING LAW. THE LEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, INCLUDING AS TO MATTERS RELATING TO THE CREATION OF THE LEASEHOLD ESTATE THEREUNDER AND THE EXERCISE OF RIGHTS AND REMEDIES WITH RESPECT THERETO. WITHOUT LIMITING THE FOREGOING, IN THE EVENT THAT THE LEASE IS DEEMED TO CONSTITUTE A FINANCING, WHICH IS THE INTENTION OF THE PARTIES, THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, SHALL GOVERN THE CREATION, TERMS AND PROVISIONS OF THE INDEBTEDNESS EVIDENCED HEREBY, THE LIEN CREATED HEREBY AND THE ENFORCEMENT OF SAID LIEN.

SECTION 12. Counterpart Execution. This Lease Supplement may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one and the same instrument.

SECTION 13. Incorporation by Reference. The terms and provisions of the Lease are incorporated herein as if they were fully set forth herein and are made a part of this Lease Supplement.


[signature page follows]

UNOFFICIAL COPY


30004912

IN WITNESS WHEREOF, each of the parties hereto has caused this Lease Supplement to be duly executed by an officer thereunto duly authorized as of the date and year first above written.

LEASE PLAN NORTH AMERICA, INC.,
an Illinois corporation, as Lessor

By: 
Title: Blake J. Lacher
Vice President

ABN AMRO CCC PRIVATE EQUITY,
INVESTMENTS, INC.,
a Delaware corporation

By: 
Name: William C. Rogala
Title: Vice President

EUROMARKET DESIGNS, INC.,
an Illinois corporation, as Lessee

By: _____
Title: _____

CRATE & BARREL HOLDINGS, INC.,
a Delaware corporation, as Original Lessee

By: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Lease Supplement to be duly executed by an officer thereunto duly authorized as of the date and year first above written.

LEASE PLAN NORTH AMERICA, INC.,
an Illinois corporation, as Lessor

By: _____

Title: _____

ABN AMRO CCC PRIVATE EQUITY,
INVESTMENTS, INC.,
a Delaware corporation

By: _____

Name _____

Title: _____

EUROMARKET DESIGNS, INC.,
an Illinois corporation, as Lessee

By: _____

Title: CEO

CRATE & BARREL HOLDINGS, INC.
a Delaware corporation, as Original Lessee

By: _____

Title: CEO

UNOFFICIAL COPY

30004912

STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Blair G. G. G., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged [himself/herself] to be a Vice President of LEASE PLAN NORTH AMERICA, INC., the within named bargainer, a corporation, and that [he/she] as such Vice President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by [himself/herself] as such Vice President.

WITNESS my hand and seal, at office, on this the 23rd day of December 2002.

Quinn M. Field
Notary Public

My Commission Expires:

7/3/2005

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

30004912

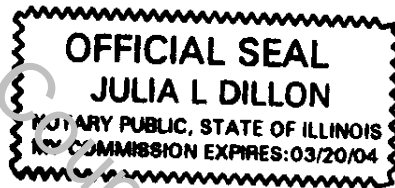
Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared William C. Rosalia with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged [himself/herself] to be a Vice President of ABN AMRO CCC PRIVATE EQUITY INVESTMENTS, INC., the within named bargainer, a corporation, and that [he/she] as such Vice President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by [himself/herself] as such Vice President.

WITNESS my hand and seal, at office, on this the 26th day of December, 2002.

Julia L. Dillon
Notary Public

My Commission Expires:

3/20/04



UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

30004912

STATE OF IL)
) SS.:
COUNTY OF Cook)

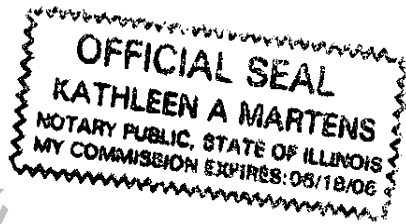
Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared John Loyal, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged [himself/herself] to be the CEO of EUROMARKET DESIGNS, INC., the within named bargainer, a corporation, and that [he/she] as such CEO, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by [himself/herself] as such CEO.

WITNESS my hand and seal, at office, on this the 23rd day of Dec, 2002.

Kathleen A Martens
Notary Public

My Commission Expires:

6/18/06



UNOFFICIAL COPY

30004912

STATE OF IL)
) SS.:
COUNTY OF Cook)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Jordan I. Angel, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged [himself/herself] to be the CEO of CRATE & BARREL HOLDINGS, INC., the within named bargainer, a corporation, and that [he/she] as such CEO, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by [himself/herself] as such CEO.

WITNESS my hand and seal, at office, on this the 23rd day of Dec, 2002.

Kathleen A. Martens
Notary Public

My Commission Expires:

6/18/06



SCHEDULE I
TO THE LEASE SUPPLEMENT NO. 1

Property Description

Property of Cook County Clerk's Office

UNOFFICIAL COPY

30004912

LEGAL DESCRIPTION

04-14-100-032 (AFFECTS PARCEL 1)
01-15-200-020 (AFFECTS PARCEL 1)

04-15-200-021 (AFFECTS PARCEL 2)
04-14-100-033 (AFFECTS PARCEL 2)

LEGAL DESCRIPTION:

PARCEL 1: (NC-1A)

THAT PART OF LOT 1 IN TECHNY PARCEL NC-1 SUBDIVISION, ACCORDING TO THE FINAL PLAT OF SUBDIVISION OF TECHNY PARCEL NC-1 RECORDED ON NOVEMBER 12, 1999, AS DOCUMENT NO. 09067611, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

THAT PORTION OF THE WEST HALF OF SECTION 14, AND PART OF THE EAST HALF OF SECTION 15, IN TOWNSHIP 22 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 02 MINUTES 23 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 A DISTANCE OF 1710.55 FEET, THENCE NORTH 00 DEGREES 57 MINUTES 37 SECONDS EAST 306.23 FEET; THENCE NORTH 54 DEGREES 02 MINUTES 09 SECONDS WEST 564.01 FEET; THENCE NORTH 35 DEGREES 57 MINUTES 51 SECONDS EAST ALONG THE EASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY, A DISTANCE OF 724.19 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 592.66 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1524.58 FEET, HAVING A CHORD BEARING OF SOUTH 39 DEGREES 58 MINUTES 01 SECONDS EAST, 6.15 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 40 DEGREES 04 MINUTES 57 SECONDS EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD PER DOCUMENT 93174460, A DISTANCE OF 14.45 FEET; THENCE NORTH 49 DEGREES 55 MINUTES 03 SECONDS EAST 19.69 FEET; THENCE SOUTH 40 DEGREES 09 MINUTES 19 SECONDS EAST ALONG A LINE THAT IS 33.00 FEET SOUTHWESTERLY OF THE CENTERLINE OF WAUKEGAN ROAD (SAID LINE BEING THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD PER SURVEY PREPARED FOR THE COOK COUNTY HIGHWAY DEPARTMENT IN 1927), A DISTANCE OF 309.27 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 40 DEGREES 09 MINUTES 19 SECONDS EAST ALONG SAID LINE BEING THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD 675.06 FEET; THENCE SOUTH 43 DEGREES 42 MINUTES

Continued on next page

CONTINUATION OF EXHIBIT "A"

30004912

23 SECONDS WEST 1002.92 FEET; THENCE NORTH 43 DEGREES 07 MINUTES 43 SECONDS WEST 197.40 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 480.00 FEET, HAVING A CHORD BEARING OF NORTH 54 DEGREES 59 MINUTES 43 SECONDS WEST, 198.82 FEET; THENCE NORTH 00 DEGREES 57 MINUTES 37 SECONDS EAST 410.97 FEET; THENCE NORTH 43 DEGREES 42 MINUTES 23 SECONDS EAST 792.27 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: (NC-1B)

THAT PART OF LOT 1 IN TECHNY PARCEL NC-1 SUBDIVISION, ACCORDING TO THE FINAL PLAT OF SUBDIVISION OF TECHNY PARCEL NC-1 RECORDED ON NOVEMBER 12, 1999, AS DOCUMENT NO. 09067611, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

THAT PORTION OF THE WEST HALF OF SECTION 14, AND PART OF THE EAST HALF OF SECTION 15, IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 02 MINUTES 23 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 A DISTANCE OF 1710.55 FEET, THENCE NORTH 00 DEGREES 57 MINUTES 37 SECONDS EAST 306.23 FEET; THENCE NORTH 54 DEGREES 02 MINUTES 09 SECONDS WEST 564.01 FEET; THENCE NORTH 35 DEGREES 57 MINUTES 51 SECONDS EAST ALONG THE EASTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT-OF-WAY, A DISTANCE OF 724.19 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 592.66 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1524.58 FEET, HAVING A CHORD BEARING OF SOUTH 39 DEGREES 58 MINUTES 01 SECONDS EAST, 6.15 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 40 DEGREES 04 MINUTES 57 SECONDS EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD PER DOCUMENT 93174460, A DISTANCE OF 14.45 FEET; THENCE NORTH 49 DEGREES 55 MINUTES 03 SECONDS EAST 19.69 FEET; THENCE SOUTH 40 DEGREES 09 MINUTES 19 SECONDS EAST ALONG A LINE THAT IS 33.00 FEET SOUTHWESTERLY OF THE CENTERLINE OF WAUKEGAN ROAD (SAID LINE BEING THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD PER SURVEY PREPARED FOR THE COOK COUNTY HIGHWAY DEPARTMENT IN 1927), A DISTANCE OF 984.33 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 40 DEGREES 09 MINUTES 19 SECONDS EAST ALONG SAID LINE BEING THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD 395.58 FEET; THENCE SOUTH 46 DEGREES 28 MINUTES 03 SECONDS WEST 303.59 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 780.00 FEET, HAVING A CHORD BEARING OF SOUTH

Continued on next page

UNOFFICIAL COPY 30004912

CONTINUATION OF EXHIBIT "A"

28 DEGREES 25 MINUTES 49 SECONDS WEST, 491.10 FEET, THENCE SOUTH 50 DEGREES 43 MINUTES 28 SECONDS WEST 73.93 FEET, THENCE NORTH 86 DEGREES 15 MINUTES 54 SECONDS WEST 54.39 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 400 FEET, HAVING A CHORD BEARING OF NORTH 64 DEGREES 41 MINUTES 48 SECONDS WEST, 301.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 43 DEGREES 07 MINUTES 43 SECONDS WEST 176.46 FEET; THENCE NORTH 43 DEGREES 42 MINUTES 23 SECONDS EAST 1002.92 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office