



Doc#: 0403418125
Eugene "Gene" Moore Fee: \$58.00
Cook County Recorder of Deeds
Date: 02/03/2004 04:12 PM Pg: 1 of 18

THIS DOCUMENT PREPARED UNDER
THE SUPERVISION OF AN ATTORNEY
LICENSED TO PRACTICE LAW IN ILLINOIS,
AND AFTER RECORDING
SHOULD BE RETURNED TO:

Adam M. Laser, Esq.
Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.
55 East Monroe Street, Suite 3700
Chicago, Illinois 60603

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**OWNER SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT
(#1, Hoffman Estates, Cook County, Illinois)**

THIS OWNER SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made and entered into as of the 27th day of January, 2004, among: (i) **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, as Agent for Lender (as each is defined in the Loan Agreement), having an address at 2 Bethesda Metro Center, Suite 600, Bethesda, Maryland 20815, Attn: Manager, Management Administration Group ("**Mortgagee**"); (ii) **CNL RETIREMENT MA2 ILLINOIS, LP**, a Delaware limited partnership, having an address at CNL Center at City Commons, 450 South Orange Avenue, Orlando, Florida 32801 ("**Landlord**"); and (iii) **EIGHT PACK MANAGEMENT CORP.**, a Delaware corporation, having an address at 1701 Highway A1A, Suite 304, Vero Beach, Florida 32963, Attn: Timothy S. Smick ("**Owner**").

RECITALS

- A. Landlord owns fee title to the Retirement Community (as defined in Section 1).
- B. Landlord and Owner have entered into a lease of the Retirement Community by Landlord to Owner dated December 20, 2003, (as amended from time to time, the "**Lease**").
- C. Sunrise Senior Living Services, Inc., a Delaware corporation (formerly named "Marriott Senior Living Services, Inc.") ("**Operator**"), and Owner entered into the Operating Agreement (defined in Section 1), pursuant to which Operator agreed to manage the Retirement Community on behalf of Owner.

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D. Landlord, Owner and Operator entered into an Owner Agreement (defined in Section 1), which sets forth and clarifies Landlord's and Owner's obligations with respect to the Operating Agreement.

E. Landlord, certain affiliates of Landlord, Owner and Operator entered into that certain Pooling Agreement (the "**Pooling Agreement**") dated as of December 20, 2002, which sets forth and clarifies certain obligations with respect to the Operating Agreement.

F. Mortgagee, Operator, Owner and Landlord have entered into a Subordination, Non-Disturbance and Attornment Agreement of even date herewith (the "**Operator SNDA**").

G. As a condition to making the Loan (defined in Section 1), Mortgagee requires that Owner enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree and covenant as follows:

1. **Definitions.** Any capitalized term that is not specifically defined in this Agreement shall have the meaning set forth in the Lease. The following terms when used in this Agreement shall have the meanings indicated:

"**Foreclosure**" shall mean any exercise of the remedies available to the holder of the Mortgage, upon a default under the Mortgage, which results in a transfer of title to or possession of the Retirement Community. The term "Foreclosure" shall include, without limitation: (i) a transfer by judicial foreclosure; (ii) a transfer by deed in lieu of foreclosure; (iii) the appointment by a court of a receiver to assume possession of the Retirement Community; (iv) a transfer of either ownership or control of the Owner, by exercise of an assignment of partnership interests or otherwise; (v) a transfer resulting from an order given in a bankruptcy, reorganization, insolvency or similar proceeding; (vi) if title to the Retirement Community is held by a tenant under a ground lease, an assignment of the tenant's interest in such ground lease; or (vii) any similar judicial or non-judicial exercise of the remedies held by the holder of the Mortgage.

"**Foreclosure Date**" shall mean the date on which title to or possession of the Retirement Community is transferred by means of a Foreclosure.

"**Lender**" shall mean General Electric Capital Corporation, in its individual capacity, General Electric Capital Assurance and the other financial institutions who are or hereafter become parties to the Loan Agreement and each of their respective successors and assigns.

"**Loan Agreement**" shall mean that certain Loan Agreement dated January 27, 2004, by and among Lender, General Electric Capital Corporation, as agent

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("Agent") for Lender, Landlord and certain affiliates of Landlord and all amendments from time to time thereto.

"**Mortgage**" shall mean that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (or document of similar effect) securing a loan (the "**Loan**") from Lender in an amount of up to \$50,023,000.00. The Mortgage encumbers the Retirement Community. The term "Mortgage," as used in this Agreement, shall include: (i) any amendments, modifications, supplements, replacements, extensions or refinancings of the original "Mortgage" that was recorded as set forth above; and (ii) any existing or future financing by Mortgagee that is wholly or partially secured by the Retirement Community, including a "blanket mortgage" encumbering properties other than the Retirement Community.

"**Mortgagee**" shall mean any of the following: (i) the entity identified as the "Mortgagee" in the Preamble; (ii) Lender or Agent or any of their successors or assigns; (iii) any nominee or designee of that entity (or any other entity described in this definition); (iv) any initial or subsequent assignee of all or any portion of the interest of that entity in the Mortgage; or (v) any entity that is a participant in the financing secured by the Mortgage, or otherwise acquires an equitable interest in the Mortgage.

"**Mortgagee Default Notice**" shall mean a written notice from Mortgagee, stating that a default has occurred under the Operating Agreement (and all cure periods applicable thereto have expired) or that a default has occurred under the Loan Agreement or any of the other documents evidencing or securing the Loan.

"**Operating Agreement**" shall mean that certain Operating Agreement, originally dated ~~December 20, 2002~~ between Owner and Operator pursuant to which Operator will manage the Retirement Community on behalf of Owner. The term "Operating Agreement," as used in this Agreement, shall include any amendments, modifications, supplements, replacements or extensions of the original Operating Agreement.

"**Owner Agreement**" shall mean that certain Amended and Restated Owner Agreement dated January 20, 2004 (but retroactively effective as of ~~March 31, 2003~~ ^{Dec. 20, 2002}), among Landlord, Owner and Operator which sets forth and clarifies the obligations of Landlord and Owner under the Operating Agreement. The term "Owner Agreement," as used in this Agreement, shall include any amendments, modifications, supplements, replacements or extensions of the original Owner Agreement.

"**Retirement Community**" shall mean that certain retirement community containing approximately 110 resident rooms that is located on the site described in Exhibit A hereto.

"**Retirement Community Agreements**" shall mean, collectively, the Lease, the Operating Agreement, the Owner Agreement and the Pooling Agreement.

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"**Subsequent Owner**" shall mean any individual or entity that acquires title to or possession of the Retirement Community at or through a Foreclosure (together with any successors or assigns thereof), including, without limitation, (i) Mortgagee, (ii) any purchaser of the Retirement Community from Mortgagee, or any lessee of the Retirement Community from Mortgagee, or (iii) any purchaser of the Retirement Community at Foreclosure.

2. **Subordination of Lease.** The Lease and all right, title and interest of Owner in and to the Lease and the other Retirement Community Agreements are and shall be subject and subordinate to the lien of the Mortgage; provided, however, that (as long as Owner has not committed a default under the Lease (including the expiration of all cure periods applicable thereto) notwithstanding the foregoing subordination, neither Mortgagee nor any Subsequent Owner shall name Owner as a defendant in any Foreclosure (except only as may be required by law, but in any event subject to Section 3 of this Agreement) or otherwise take steps that are inconsistent with Section 3 of this Agreement.

3. **Non-Disturbance.** In the event any Subsequent Owner comes into possession of or acquires title to the Retirement Community either at or following a Foreclosure, Mortgagee agrees (which agreement shall be binding on all Subsequent Owners) that if, at such time, (i) the Lease has not expired or otherwise been earlier terminated in accordance with its terms and (ii) no default is then in existence under the Lease or this Agreement, then Mortgagee and all Subsequent Owners shall recognize Owner's rights under the Lease, such Subsequent Owner shall be bound by and responsible for only those obligations of the Landlord under the Lease (and any of the other Retirement Community Agreements) that first arise and accrue after the date that such Subsequent Owner comes into possession of or acquires title to the Retirement Community (notwithstanding anything to the contrary contained in the Lease or any of the other Retirement Community Agreements), Subsequent Owner shall be bound by any payment of rent by Owner for the current month actually received by Landlord or its designee, and Owner shall not be named as a party in any Foreclosure action or proceeding (except only as may be required by law), and Owner shall not be disturbed in its right as Owner under the Lease or any of the other Retirement Community Agreements.

4. **Attornment.** Owner agrees that, upon a Foreclosure of the Mortgage, provided that the Lease has not expired or otherwise been earlier terminated in accordance with its terms, Owner shall attorn to any Subsequent Owner and shall remain bound by all of the terms, covenants and conditions of the Lease and the other Retirement Community Agreements, for the balance of the remaining term thereof (and any renewals thereof that may be effected in accordance with the Lease) with the same force and effect as if such Subsequent Owner were the "Landlord" under the Owner Agreement, the Pooling Agreement and the Lease. Upon the written request of Mortgagee, Owner shall periodically execute and deliver a statement, in a form reasonably satisfactory to Mortgagee, reaffirming Owner's obligation to attorn as set forth in this Section 4. Owner hereby acknowledges and agrees that Mortgagee is a "Facility Mortgagee" under the Lease and Owner hereby irrevocably consents to the Loan and the Mortgage and any loan (or loans) which will refinance the Loan (in whole or in part).

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5. **Casualty/Condemnation.** Without limitation of the effect of the subordination contained in Section 2 above, the parties hereto acknowledge and agree that absent a default under the Loan Agreement or any of the other documents evidencing or securing or executed in connection with the Loan, the proceeds arising from an eminent domain taking and the insurance proceeds payable by reason of damage to or destruction of the Retirement Community (or any portion thereof) shall be made available to Owner pursuant to the terms of the Lease and Operating Agreement; provided, however, in all events, any such proceeds which are to be used by Owner for restoration of the Retirement Community shall be disbursed pursuant to a construction escrow acceptable to Agent (and in which Agent has a perfected security interest) and if the restoration proceeds are insufficient to complete the cost of the restoration or repair and notwithstanding anything contained in Section 10.1.1 and Article XI of the Lease, Landlord shall deposit into the construction escrow an amount in cash, which Agent determines in its sole discretion is necessary in addition to the insurance proceeds to pay in full the cost of the restoration or repair (Landlord's deposit to be disbursed prior to any disbursement of insurance proceeds held by escrowee). All insurance and condemnation proceeds not made available for restoration of the Retirement Community in accordance with this Section 5 shall be paid (from the construction escrow, if applicable) directly to Agent and shall be applied to the Loan in such order and manner as Agent may elect.

6. **Notice and Opportunity to Cure.**

(a) In the event of a default by Landlord in the performance or observance of any of the terms and conditions of the Lease, and in the event that Owner gives written notice thereof to Landlord pursuant to Article 14 of the Lease, Owner shall also give a duplicate copy (herein referred to as the "**First Notice**") of such notice to Mortgagee, in accordance with Section 11 of this Agreement. In addition, in the event that such default is not cured within the applicable cure period under Article 14 of the Lease (if any), and Owner intends to exercise its remedy of terminating the Lease, Owner shall send a second notice (the "**Second Notice**") to Mortgagee, in accordance with Section 11 hereof, stating Owner's intention to terminate the Lease. Owner shall forbear from taking any action to terminate the Lease for a period of thirty (30) days after the service of the First Notice, and for an additional period of thirty (30) days after the service of the Second Notice (if such Second Notice is required, as set forth above). The parties agree that if Mortgagee elects to cure a default by Landlord after receipt of a First Notice or Second Notice as described above, and such default is non-monetary and not reasonably capable of cure by Mortgagee within the cure periods set forth above, Mortgagee shall have such additional period as may reasonably be necessary to cure such default, provided that Mortgagee promptly commences and diligently pursues such cure. At the time that Owner delivers each notice to Mortgagee pursuant to the provisions of this Section 6, Owner shall deliver a duplicate notice to Landlord.

(b) No notice given by Owner to Landlord shall be effective as a notice under Article 14 of the Lease unless the applicable duplicate notice to Mortgagee that is required under Section 6(a) hereof (either the First Notice or the Second Notice, as the case

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may be) is given to Mortgagee in accordance with this Agreement. It is understood that any failure by Owner to give such a duplicate notice (either the First Notice or the Second Notice, as the case may be) to Mortgagee shall not be a default by Owner either under this Agreement or under the Lease, but rather shall operate only to void the effectiveness of any such notice by Owner to Landlord under Article 14 of the Lease and any remedies that Owner may have under the Lease as a result of providing such notice.

(c) Owner agrees to accept performance by Mortgagee with the same force and effect as if the same were performed by Landlord, in accordance with the provisions and within the cure periods prescribed in the Lease (except that Mortgagee shall have such additional cure periods, not available to Landlord, as are set forth in Section 6(a) above).

(d) Except as specifically limited in the foregoing paragraphs, nothing contained herein shall preclude Owner from exercising any of its rights or remedies against Landlord with respect to any default by Owner under the Lease.

7. **Notice to Owner.** Mortgagee shall use reasonable efforts to give Owner a copy of any notice of default under the Mortgage that Mortgagee sends to Landlord, provided that the failure to give such notice shall not impose any liability on Mortgagee or affect any of Mortgagee's rights and remedies under the Mortgage or other Loan Documents (as defined in the Loan Agreement) or under this Agreement.

8. **Payments.** Owner acknowledges that the Operator SNDA provides that prior to the receipt by Operator of a Mortgagee Default Notice, Operator shall distribute Operating Profit pursuant to the terms of the Operating Agreement, Pooling Agreement and the other Project Documents; provided, however, notwithstanding anything to the contrary contained therein, all payments due Owner under the terms of the Operating Agreement, Pooling Agreement and the other Project Documents (including, without limitation, Owner's Priority and Owner's Second Priority), other than Owner's Administration Fee (which shall be paid directly to Owner under the terms of the Operating Agreement and Pooling Agreement), shall be paid directly to Landlord.

Owner further acknowledges that the Operator SNDA provides that on and after the date upon which Operator receives a Mortgagee Default Notice, Operator shall (notwithstanding anything contained in the Operating Agreement, Pooling Agreement or any other Project Documents to the contrary) distribute all payments due Owner and/or Landlord under the terms of the Operating Agreement, Pooling Agreement and the other Project Documents directly to Mortgagee with any such payments due Landlord credited against Owner's obligations under the Lease; provided, however, Operator shall continue to pay the Owner's Administration Fee directly to Owner (or if paid by Operator to Mortgagee, shall be remitted by Mortgagee to Owner) so long as the Lease is in full force and effect and Owner is not in default in any of its obligations thereunder. Operator shall continue to make such payments directly to Mortgagee until Operator receives written instructions to the contrary from Mortgagee. Landlord and Owner hereby give their consent to any such payments by Operator directly to Mortgagee. The foregoing consent by Landlord and Owner shall be

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deemed to be irrevocable until the entire debt secured by the Mortgage has been discharged, as evidenced either by the recordation of a satisfaction of release executed by Mortgagee or delivery of a final court order suspending or terminating such consent or by a written statement to that effect from Mortgagee to Operator.

All amounts payable by Owner to Landlord under the Lease shall be paid directly to Mortgagee at all times after the date upon which Operator receives a Mortgagee Default Notice, and such amounts shall be credited against the amounts payable by Owner under the Lease.

9. **Waiver of Liens.** Owner hereby waives any and all liens to which it is or will be entitled, now or hereafter, arising in respect of the Lease or any of the other Retirement Community Agreements or the services performed or expenses incurred thereunder, including without limitation, any mechanic's or materialman's lien claim or broker's lien claim under applicable law.

10. **Acknowledgment of Receipt of Owner's Financial Statement.** Mortgagee acknowledges that it has received and reviewed a copy of Owner's most recent financial statement prior to Owner's execution of this Agreement.

11. **Notices.** Notices, statements and other communications to be given under the terms of this Agreement shall be in writing and delivered by hand against receipt or sent by certified or registered mail, postage prepaid, return receipt requested:

To Mortgagee: General Electric Capital Corporation
 Loan No. 07-0004122
 2 Bethesda Metro Center, Suite 600
 Bethesda, Maryland 20814
 Attention: Manager, Management Administration Group
 Telecopy: (301) 664-9843

With a copy to: General Electric Capital Corporation
 Loan No. 07-0004122
 500 West Monroe Street
 Chicago, Illinois 60661
 Attention: Kevin McMeen, Senior Vice President
 Telecopy: (312) 441-7119

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And a copy to: General Electric Capital Corporation
 Loan No. 07-0004122
 c/o GE Healthcare Financial Services
 100 Congress Avenue, Suite 700
 Austin, Texas 78701
 Attention: Diana Pennington, Senior Vice President and
 Chief Counsel, Real Estate Group
 Facsimile: (866) 221-0433

To Mortgagee by Deutsche Bank Trust Co.
 Wire Transfer: New York, New York
 ABA #021001033
 Wire Acct. #50-256-477
 Reference: 07-0004122

To Owner: Eight Pack Management Corp.
 1701 Highway A1A, Suite 304
 Vero Beach, Florida 32963
 Attention: Timothy S. Smick
 Telephone: (772) 492-5002
 Facsimile: (772) 492-5005

With a copy to: Foley & Lardner
 111 N. Orange Avenue, Suite 1800
 Orlando, Florida 32801
 Attention: J. Gordon Arkin, Esq.
 Telephone: (407) 244-3225
 Facsimile: (407) 648-1743

To Landlord: CNL Retirement MA2 Illinois, LP
 450 South Orange Avenue
 Orlando, Florida 32801
 Attention: Stuart J. Beebe, IV
 Telephone: (407) 650-3601
 Facsimile: (407) 835-3232

or at such other address as is from time to time designated by the party receiving the notice. Any notice or other communication required or permitted to be given shall be in writing addressed to the respective party as set forth above and may be personally served, sent by facsimile or sent by overnight courier or U.S. Mail and shall be deemed given: (a) if served in person, when served; (b) if sent by facsimile, on the date of transmission if before 3:00 p.m. (Chicago time) on a business day; provided that a hard copy of such notice is also sent pursuant to clause (c) or (d) below; (c) if by overnight courier, on the first business day after

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delivery to the courier; or (d) if by U.S. Mail, certified or registered mail, return receipt requested on the fourth (4th) day after deposit in the mail postage prepaid.

12. Lease Covenants.

Owner hereby covenants, warrants and represents as follows:

(a) To the best of Owner's knowledge, the Lease is in full force and effect. Owner shall not suffer or permit any amendments or modifications of the Lease to be made, except for such amendments or modifications as are permitted in writing by Agent (and any such modification or amendment shall not be effective without Agent's written consent).

(b) As of the date hereof, to Owner's knowledge, there are no defenses to Owner's enforcement of its rights under the Lease.

(c) Except as expressly set forth in Schedule 12 attached hereto, as of the date hereof, to Owner's knowledge, (i) neither Owner nor Landlord is in default in the performance of any of its obligations under the Lease, and (ii) there are no circumstances which, alone or with the passage of time or the giving of notice or both, would constitute an event of default thereunder.

(d) The term of the Lease commenced on December 20, 2002 and will terminate on December 20, 2017, subject to Owner's right to extend the term pursuant to Section 4.01 of the Lease.

Owner shall, at any time and from time to time upon not less than ten (10) days' prior written notice from Mortgagee, acknowledge and deliver to Mortgagee, or to any third party specified by Mortgagee a statement in writing certifying to the matters set forth in this Section 12 and such other information as Mortgagee may reasonably request. Such statement shall be binding upon Owner and may be relied upon by Mortgagee and/or such third party specified by Mortgagee as aforesaid.

13. Miscellaneous.

(a) This Agreement may be executed in a number of identical counterparts. If so executed, all counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart, provided that xerox or facsimile copies of all signatures are produced.

(b) The terms and conditions of this Agreement shall inure to the benefit of, and be binding upon, the respective successors, heirs, legal representations and assigns of each of the parties hereto.

(c) Notwithstanding anything herein to the contrary, the commencement and prosecution of Foreclosure proceedings under the Mortgage is a matter entirely within the discretion of Mortgagee.

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(d) The use of the neuter gender in this Agreement shall be deemed to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.

(e) In the event the Lease shall be amended, modified or supplemented, the Lease, as so amended, modified or supplemented, shall continue to be subject to the provisions of this Agreement without the necessity of any further act by the parties hereto. The provisions of this clause (e) shall in no way limit or supercede the provisions of Section 12 above.

(f) The provisions of this Agreement shall not be modified, amended, waived, discharged or terminated except by a written document signed by all of the parties hereto.

(g) This Agreement and its validity, interpretation and enforcement shall be governed by the laws of the state in which the Retirement Community is located.

(h) Captions of Sections herein are inserted only for convenience and are in no way to be construed as a limitation on the scope of the particular Sections to which they refer.

(i) In the event of litigation between the parties with respect to this Agreement or the transactions contemplated herein, the prevailing party's reasonable attorneys' fees and expenses shall be reimbursed upon demand by the losing party.

(j) Owner's officers, directors, shareholders and employees shall have no personal liability under this Agreement.

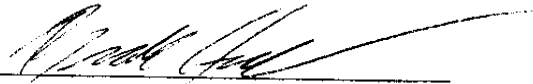
[Signatures follow on next page]

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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

MORTGAGEE:


GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as Agent

By: 
Name: Brad Haber
Title: Vice President

LANDLORD:

CNL RETIREMENT MA2 ILLINOIS, LP, a Delaware limited partnership

By: CNL RETIREMENT MA2 GP HOLDING, LLC, a Delaware limited liability company, its sole general partner

By: 
Name: Stuart J. Beebe, IV
Title: Executive Vice President

OWNER:

EIGHT PACK MANAGEMENT CORP., a Delaware corporation

SEE ATTACHED COUNTERPART SIGNATURE PAGE

By: _____
Name: _____
Title: Assistant Secretary

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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

MORTGAGEE:

GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as Agent

By: SEE ATTACHED COUNTERPART
Name: SIGNATURE PAGE
Title: _____

LANDLORD:


CNL RETIREMENT MA2 ILLINOIS, LP, a Delaware limited partnership

By: CNL RETIREMENT MA2 GP HOLDING, LLC, a Delaware limited liability company, its sole general partner

By: SEE ATTACHED COUNTERPART
SIGNATURE PAGE
Name: Stuart J. Beebe, IV
Title: Executive Vice President

OWNER:

EIGHT PACK MANAGEMENT CORP., a Delaware corporation

By: 
Name: Daniel L. Simmons
Title: Vice President

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ACKNOWLEDGMENT

STATE OF ~~Florida~~ ^{ILLINOIS})
 COUNTY OF ~~Orange~~ ^{COOK}) SS

I, DONNA L. HIRSCH, a Notary Public in and for and residing in
 said County and State, DO HEREBY CERTIFY THAT
BRAD HABER, v.p. of GENERAL ELECTRIC CAPITAL
 CORPORATION, a Delaware corporation, personally known to me to be the same person
 whose name is subscribed to the foregoing instrument appeared before me this day in person
 and acknowledged that he signed and delivered said instrument as his own free and
 voluntary act and as the free and voluntary act of said corporation for the uses and purposes
 therein set forth.

GIVEN under my hand and notarial seal this 23rd day of January,
 2004.

Donna L. Hirsch
 Notary Public

My Commission Expires:

NOTARY PUBLIC
 ILLINOIS
 JAN 14 2005

Clerk's Office

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ACKNOWLEDGMENT

STATE OF Florida)
COUNTY OF Indian River) SS

I, Karen M. Fowler, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Daniel L. Simmons the Vice President of EIGHT PACK MANAGEMENT CORP., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as _____ own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of January, 2004.

Karen M. Fowler

Notary Public

My Commission Expires:

30 - 2004

KAREN M. FOWLER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION # CC 883874
MY COMMISSION EXPIRES JAN. 30, 2004

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NA 55741 - Hoffman Estates, IL

Exhibit A

PARCEL 1:

LOT 2 IN THE PLAT OF SUBDIVISION OF PARCEL "I", BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED NOVEMBER 17, 1997 AS DOCUMENT 97857293.

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL I AS GRANTED IN DECLARATION OF EASEMENTS AND MAINTENANCE AGREEMENT DATED OCTOBER 1, 1997 AND RECORDED NOVEMBER 17, 1997 AS DOCUMENT 97857294 AND AS CREATED BY THE DEED FROM HARRIS BANK PALATINE, N.A., AS SUCCESSOR TRUSTEE TO HARRIS BANK ROSELLE, AS TRUSTEE UNDER THE TRUST AGREEMENT DATED MAY 11, 1993 AND KNOWN AS TRUST NUMBER 13528, TO TERRESTRIS DEVELOPMENT COMPANY, AN ILLINOIS CORPORATION, RECORDED DECEMBER 17, 1997 AS DOCUMENT 97948975 FOR THE PURPOSE OF CROSS ACCESS AND EMERGENCY ACCESS OVER THOSE PORTIONS OF LOT 1 DESIGNATED AS SAID EASEMENTS IN THE PLAT OF SUBDIVISION OF PARCEL "I", BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENTS FOR THE BENEFIT OF PARCEL I AS CREATED BY THE GRANT OF EASEMENTS DATED OCTOBER 1, 1997 AND RECORDED NOVEMBER 17, 1997 AS DOCUMENT 97860300 AND SHOWN ON GRANT OF EASEMENTS PLAT RECORDED NOVEMBER 17, 1997 AS DOCUMENT 97860299 AS FOLLOWS (PARAGRAPH REFERENCES BELOW ARE TO DOCUMENT 97860300);

- A) WATER EASEMENT TO THE EAST DESCRIBED IN PARAGRAPH 2.01 AND DEPICTED ON EXHIBIT "D" ATTACHED THERETO;
- B) WATER EASEMENT ALONG MOON LAKE BOULEVARD DESCRIBED IN PARAGRAPH 2.03 AND DEPICTED ON EXHIBIT "H" ATTACHED THERETO;
- C) STORM WATER DRAINAGE EASEMENT TO THE NORTH DESCRIBED IN PARAGRAPH 2.04 AND DEPICTED ON EXHIBIT "J" ATTACHED THERETO;
- D) TEMPORARY CONSTRUCTION EASEMENT FOR THE EAST EASEMENT DESCRIBED IN PARAGRAPH 2.05 AND DEPICTED ON EXHIBIT "D" ATTACHED THERETO;
- E) TEMPORARY CONSTRUCTION EASEMENT FOR MOON LAKE BOULEVARD

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55741 - Hoffman Estates, IL

EASEMENT DESCRIBED IN PARAGRAPH 2.07 AND DEPICTED ON EXHIBIT "H" ATTACHED THERETO; AND

F) TEMPORARY CONSTRUCTION EASEMENT FOR THE NORTH EASEMENT DESCRIBED IN PARAGRAPH 2.08 AND DEPICTED ON EXHIBIT "J" ATTACHED THERETO.

ALSO DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF LOT 2 IN THE PLAT OF SUBDIVISION OF PARCEL "T", BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE LINES OF SAID LOT 2, TO WIT: SOUTH 85 DEGREES 15 MINUTES 10 SECONDS WEST, 370.41 FEET; NORTH 04 DEGREES 44 MINUTES 50 SECONDS WEST, 331.48 FEET; NORTH 86 DEGREES 31 MINUTES 54 SECONDS EAST, 183.36 FEET; SOUTH 69 DEGREES 53 MINUTES 29 SECONDS EAST, 194.88 FEET; SOUTH 20 DEGREES 08 MINUTES 11 SECONDS EAST, 63.91 FEET; THENCE SOUTH 02 DEGREES 39 MINUTES 47 SECONDS EAST, 183.98 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Pin# 07-07-401-005

2150 West Golf Road

Hoffman Estates, IL

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SECTION 12

LEASES IN DEFAULT

Little Rock, Arkansas
Hemet, California
Hoffman Estates, Illinois
Salt Lake City, Utah

Property of Cook County Clerk's Office