Recording Requested By And When Recorded Mail To:

Kelley Drye & Warren LLP 101 Park Avenue New York, New York 10178

Attention:

James J. Kirk, Esq.



Doc#: 0405826125

Eugene "Gene" Moore Fee; \$46.50 Cook County Recorder of Deeds

Date: 02/27/2004 04:11 PM Pg: 1 of 12

(Space above this line for Recorder's use)

04-0017

ASSIGNMENT OF LEASES AND RENTS

NORTHWEST CORPORATE CENTRE I LIMITED PARTNERSHIP, an Illinois limited partnership, NORTHWEST CORPORATE CENTRE II AND III LIMITED PARTNERSHIP, an Illinois limited partnership and NORTHWEST TECH LIMITED PARTNERSHIP, an Illinois limited partnership, each having an radiress at 2500 West Higgins Road, Hoffman Estates, Illinois 60195 (collectively, the "Assigner"), on this 21<sup>4</sup> day of February, 2004, for value received, hereby, jointly and severally, presently, absolutely and unconditionally grant, conveys, transfers, assigns and sets over unto THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA, a New York corporation having an adoress at 7 Hanover Square, New York, New York 10004 (the "Assignee"), its successors and assigns from and after the date hereof (including any period allowed by law for redemption after any foreclosure or other sale), all the rights, interest and privileges which Assignor as lessor has and may have in all leases, agreements, subleases, licenses, concessions and other instruments now existing or hereafter made, whether oral or written, relating to the occupancy or use of the real property located in the City of Hoffman Estates, Cook County, Illinois, and more particularly described in Exhibit A attached hereto (the "Land"), or any part thereof or the improvements or real property located thereon (the Land, improvements and real property located thereon are a ferred to hereinafter collectively as the "Property"), including without limitation the leases described in Schedule I attached hereto, as said leases may have been, or from time to time may be hereatter, modified, extended and renewed, including any future lease or leases of all or part of the Property (individually, a "Lease" and collectively the "Leases") with all rents, issues, income and profits due and becoming due therefrom together with any award made hereafter to Assignor in any court procedure involving any of the lessees (individually a "Lessee" and collectively, the "Lessees") in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by Lessees in lieu of rent, including without limitation any lease termination fees or payments, and any and all guarantees of the obligations of Lessees, whether now existing or hereafter executed, and all extensions and renewals of said guarantees. Assignor hereby appoints Assignee as Assignor's irrevocable attorney-in-fact to appear in any action and/or to collect any such award or payment. This Assignment of Leases and Rents (this "Assignment") is intended to be an absolute, present and unconditional assignment from Assignor to Assignee and not merely the passing of a security interest. Nothing contained herein, nor any collection of rents or payments under the Leases whether by Assignee or by a receiver, shall be construed to make Assignee a mortgagee-in-possession of the Property so long

as Assignee has not itself entered into actual possession of the Property. Assignee shall be entitled to the appointment of a receiver for the Property, without notice to Assignor. All capitalized terms used herein and not defined herein shall have the meaning given to such terms in the Security Document (as hereinafter defined).

- 1. The Loan This Assignment is being given by Assignor to Assignee in connection with a certain loan in the original principal amount of TWENTY-THREE MILLION and 00/100 DOLLARS (\$23,000,000) (the "Loan"), with interest, as evidenced by a certain note of even date herewith (the "Note"), which Loan is secured by either a mortgage, consolidation, modification and extension agreement or deed of trust covering the Property, as the same may be amended, restand, replaced, supplemented or otherwise modified from time to time, all of which shall be executed by Assignor in favor of Assignee (the "Security Document"); and all other documents entered into, from time to time, securing the Loan (the Note, Security Document and all such other documents between Assignor and Assignee or given by or on behalf of Assignor to Assignee in connection with the Loan are hereinafter collectively referred to as the "Loan Documents"). This Assignment of rents contained in the Security Document.
- 2. Revocable License It is expressly understood and agreed by the parties hereto that before an Event of Default occurs, Assignor shall have a license to collect said rents, issues, income and profits from the Leases or from the Property and to retain, use and enjoy the same. If an Event of Default shall occur, Assignee, at its option, without regard to the adequacy of the security for the Loan, interest and indebtedness secured hereby and by the Security Document, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, may from the date of such Event of Default, and with or without taking possession of the Property, and without notice to or consent of Assignor, revoke the license granted to Assignor, and Assignee shall have the right to give written notice to any or all Lessees that Assignee has a Loan secured by the Property, and an Event of Default has occurred and until otherwise notified by Assignee, such Lessee shall pay over to Assignee all rents, issues, income and profits due Assignor under its Lease; and if Assignee so elects, then Assignee shall have the right to have, hold, manage and operate the same, let or re-let the Property or any part thereof, terminate and modify any such Leases, evict Lessees, bring or defend any suits in connection with the possession of the Property in its own name or in Assignor's name, and further, may demand, sue for or otherwise collect and receive all rents, issues, income and profits of said Property, including those past due and unpaid, with full power to make, from time to time, all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee and to apply such rents, issues, income and profits to the payment of: (a) all expenses of managing the Property, including without limitation the salaries, fees and wages of a managing agent and such other employees as Assignee may deem necessary or desirable and all expenses of operating and maintaining the Property, including without limitation all taxes, charges, claims, assessments, water, rents, sewer rents, and any other liens, and premiums for all insurance which Assignee may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and/or (b) the principal sum or interest due under the Loan Documents and any other indebtedness secured hereby or by any other Security Document, together with all costs and reasonable attorneys' fees, in such order of priority as to any of the items mentioned in this Paragraph 2 as Assignee in its sole discretion may determine, any statute, law, custom or use to

the contrary notwithstanding. From and after any Event of Default all rents, issues, income and profits of said Property received by Assignor shall be held by Assignor in trust for the benefit of Assignee. All such amounts shall be turned over to Assignee with or without demand immediately upon receipt. In addition, Assignee shall have the right (but not the obligation) to (i) use and possess, without rental or charge, the furniture, appliances and all other personal property of Assignor located in, on, or about the Property that is used in the operation or occupancy of the Property; (ii) apply any of the rents, issues, income and profits to pay installments due for personal property rented or purchased on credit, insurance premiums on personal property, or other charges relating to personal property on the Property; and (iii) take possession of and use all books of account and financial records of Assignor and its property managers or representatives relating to the Property.

- 3. Rights and Remedies Cumulative All of the rights and remedies of Assignee in this Assignment 2 e sumulative, and Assignee also shall have, upon the occurrence of any Event of Default, all other rights and remedies provided under the Loan Documents, or otherwise available at law or in equity or by statute. Assignee may take or release other security for the payment of said principal sum, interest and indebtedness, may release any party primarily or secondarily liable therefor and loay apply any other security held by it to the satisfaction of such principal sum, interest or indebtedness without prejudice to any of its rights hereunder.
- 4. Responsibility of the Parties. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's fail a to let the Property or any portion thereof after an Event of Default or from any other act or omission of Assignee either in collecting the rents. issues, income and profits hereunder or, if Assignice shall have taken possession of the Property or any portion thereof described in the Leases, in managing the Property or any portion thereof after an Event of Default, unless such loss is caused by the gross negligence or willful misconduct of Assignee. This Assignment shall not place the responsibility for the control, care. management or repair of the Property or any part thereof or for carrying out any of the terms and conditions of any Lease upon Assignee, nor shall it make Assignee responsible or liable for any waste committed on the Property by the Lessees or other parties of nicke Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Property resulting in loss or injury or death to any Lessee, licensee, employee or other person, unless the same is caused by the gross negligence or willful misconduct of Assignee. Further, Assignee shall not be obligated to perform or discharge nor shall acceptance of this Assignment obligate Assignee to perform or discharge any obligation or duty to be performed or discharged by Assignor under any of the Leases or under or by reason of this Assignment, and Assignor shall and hereby agrees to defend, protect and indemnify Assignee for, and to save Assignee harmless from, any and all claims, suits, cost and liability arising from any of the Leases or from this Assignment, by reason of any action taken hereunder (other than Assignee's gross negligence or willful misconduct) and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases. Should Assignee incur any such liability under any said Lease or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, with interest thereon from the date such amount was suffered or incurred by Assignee until the same is paid by Assignor to Assignee, at a rate equal to the Default Rate (as defined in the Note), plus costs and expenses and reasonable attorneys' fees, shall be payable by Assignor to Assignee immediately upon demand,

or at the option of Assignee, Assignee may reimburse itself therefor out of any rents collected by Assignee.

- 5. Representations and Warranties of Assignor Except as previously disclosed to Assignee by Assignor in writing, Assignor represents and warrants as to each Lease now in existence that: (i) each has been duly executed and unconditionally delivered by Assignor, to the best of Assignor's knowledge, each has been duly executed and unconditionally delivered by the lessee under such Lease and each is valid and in full force and effect; (ii) Assignor has not executed or granted any modifications or amendments of the Leases either orally or in writing; (iii) there are no defaults now existing under any Lease; no Lessee under any such Lease has any defense, setoff or counterclaim against Assignor; (iv) all rent and security due to date under each such Lease has been collected; provided, however, Assignor has not collected rent under any Lease for more than one (1) month in advance of the time the same shall become due; (v) Assignor has not executed an assignment of any of the Leases or of its right, title and interest therein or the rentals to accrue thereunder; and (vi) Assignor has granted no concession to any Lessee in the form of a waiver, release, reduction, discount or other alteration of rent due or to become due.
- 6. Covenants of Assignor hereby covenants and agrees that with respect to each Lease:
- (a) This Assignment transfers to Assignee all of the Assignor's right, title and interest in and to any security deposit paid by any bessee, subject to the rights of such Lessee therein; provided, that Assignor shall have the right to retain all security deposits so long as no Event of Default has occurred; and provided, further, that Assignee shall have no obligation to any Lessee with respect to its security deposit unless and until Assignee comes into actual possession and control of said security deposit.
- (b) Assignor shall not transfer or convey title to the Property or any portion thereof to any Lessee without the prior written consent of Assignee, and where such consent is given or where under applicable law the requirement for such consent is not enforceable, Assignor shall require said Lessee, in writing, to assume and agree to pay Assignor's obligation under the Loan Documents in accordance with the terms, covenants and conditions contained therein. In no event shall any such transfer or conveyance operate to release or release or release or from any liability to Assignee unless Assignee specifically so agrees in writing.
- (c) Assignor shall not collect any rent, issues, income or profits arising or accruing under the Leases or from the Property more than one (1) month in advance of time when same shall become due nor discount any future accruing rents and profits.
- (d) Assignor shall not execute any further assignment of its interest in the Leases or assignment of rents, issues, income or profits or any other interest accruing from the Leases or the Property or suffer or permit any such assignment to occur by operation of law.
- (e) Assignor shall not request, consent to, agree to or accept a subordination of any Lease to any mortgage, deed of trust or other encumbrance, or any other Lease, now or hereafter affecting the Property, or suffer or permit conversion of any Lease to a sublease.

- (f) Assignor shall faithfully perform and discharge all obligations of the lessor under the Leases, shall not do anything to impair the security thereof and shall give prompt written notice to Assignee of any notice of Assignor's breach or default received from any Lessee or any other person and furnish Assignee with a complete copy of said notice. Assignor shall appear in and defend, at no cost to Assignee, any action or proceeding arising under or in any manner connected with any Lease. If requested by Assignee, Assignor shall enforce each Lease and all remedies available to Assignor against the Lessee in the case of default by the Lessee under the Lease.
- Except as permitted under Section 1.08 of the Security Document, (g) Assignor shall not enter into any Lease without Assignee's prior written consent. Any request for consent shall be made to Assignee in writing and Assignor shall furnish to Assignee: (A) such financial an i other information about the proposed Lessee as Assignee shall require in conjunction with it; review; (B) a copy of the proposed form of Lease; and (C) a summary of the material terms of such proposed Lease. Unless otherwise consented to in writing by Assignee, all Leases entered into which affect all or any portion of the Property shall be in substantially the same form as the standard form of lease approved by Assignee and each such Lease shall: (i) be with a bona fide arm's-length lesses; (ii) not contain any rental or other concessions which have not been approved by Assignee; and (111) provide that the lessee pays for its pro rata share of utilities, taxes, insurance premiums and other operating expenses. Assignor will exercise its best efforts to obtain from each Lessee an indemnity indemnifying Assignee from any claims, actions or violations involving Hazardous Materials. If requested by Assignee, Assignor shall prepare, execute and record, at Assignor's sole cost and expense, a specific assignment of its interest in any Lease executed after the date hereof, which assignment shall be in substantially the form of this Assignment or as otherwise consented to in writing by Assignee. Assignee, at Assignee's option, may require an estoppel letter from the Lessee in form and substance acceptable to Assignee, and such other agreements which Assignee deems necessary or desirable to make any Lease superior or subordinate (in all respects) to the Security Document. Assignor shall deliver to Assignee an executed counterpart of each and every Lease and excendments thereto then affecting all or any part of the Property.
- (h) Assignor shall manage the Property through its own personnel or through such third party property management service which possesses skill and experience in the management of this type of property and is reasonably satisfactory to Assignee.
- (i) If any Lease provides for the abatement of rent during repair of the leased premises by reason of fire or other casualty, Assignor shall furnish rental insurance to Assignee, the policies to be in such amount and forms and written by such companies as shall be satisfactory to Assignee.
- estoppel certificates from any or all of the Lessees attesting that each Lease covered thereby is in full force and effect with no defaults thereunder on the part of any party, that no rental has been paid more than one (1) month in advance, that the Lessee claims no defense or offset against the full and timely performance of its obligations under the Lease and attesting to such other facts regarding the Leases as Assignee may reasonably require.

- (k) Assignor, without the prior written consent of Assignee, shall not cause or permit the leasehold estate under any of the Leases to merge with Assignor's interest as landlord.
- (l) Assignor shall not waive, condone or in any manner discharge Lessees from their obligations under the Leases.
- (m) Assignor shall not consent to the cancellation, surrender or termination of any Lease or any part thereof, now existing or hereafter made, or consent to the release of any party thereto, except by reason of the Lessee's uncured default.
- (n) Assignor shall not alter, modify or change any Lease including without limitation short ming the unexpired term thereof, or decreasing the amount of the rent payable thereunder.
- (o) Assignor shall not give any consent or excuse any option required or permitted by the terms and conditions of any Lease or consent to the assignment of or subletting under the Lease, without, in each instance, the prior written consent of Assignee.
- (p) At Assignce's request, Assignor shall execute and deliver such further documents required by Assignee confirming that all Leases are subject and subordinate to the Loan Documents and any further assurances and assignments of any or all subsequent Leases upon all or any part of the Property described in the Leases or in the Loan Documents.
- (q) Whenever Assignee's consent is required in this Section 6, if no Event of Default shall have occurred and be continuing, if Assignor requests Assignee's approval of a lease in writing and such written request is neither approved nor denied within fifteen (15) business days following receipt of such request, together with the proposed Lease, tenant financials, and such other documentation which may be reasonably requested by Assignee, such consent shall be deemed granted.
- 7. <u>Default</u> Any breach or violation of any of the coverar's, representations or provisions contained herein by Assignor shall be deemed an Event of Default under the terms of the Loan Documents. Default by Assignor under any of the terms of the Leases assigned herein shall be deemed an Event of Default under the Loan Documents. Any expend tures made by Assignee in curing such an Event of Default on Assignor's behalf, with interest thereon at the Default Rate, shall become part of the debt secured by the Security Document.
- 8. No Waiver Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted hereunder shall be deemed to: (i) prejudice any rights which Assignee shall have by virtue of an Event of Default; or (ii) be a waiver by Assignee of any of its rights and remedies hereunder or under the Loan Documents, including without limitation the right to institute, prosecute and compromise any action which Assignee would deem advisable to protect its interest in the Property, including an action in foreclosure, and contained within such action, a motion for the appointment of a receiver. This Assignment is made and accepted without prejudice to any of such rights and remedies possessed by Assignee to collect the principal sum, interest and all other indebtedness secured hereby or by the Security Document and to enforce any other security therefor held by it, and said rights and remedies may be exercised by Assignee either prior to, simultaneously with, or subsequent to

any action taken by it hereunder. The receipt by Assignee of any rents, issues, income or profits pursuant to this Assignment after the institution of a foreclosure action under the Security Document shall not cure such default nor affect such proceedings or any sale pursuant thereto, it being agreed that this Assignment shall survive the commencement of any such action and shall continue in full force and effect until the sale of the Property pursuant thereto.

- 9. <u>Termination of Assignment</u> Upon payment to Assignee of the full amount of all indebtedness and performance of all obligations secured hereby and by the Security Document, as evidenced by a duly recorded release or reconveyance of the Security Document, this Assignment shall be of no further force or effect.
- 10. Binding Effect The terms, provisions, covenants and conditions hereof shall be binding upon Assignor and the heirs, devisees, representatives, successors and permitted assigns of Assignor including all successors in interest of Assignor in and to all or any part of the Property, and shall ratio to the benefit of Assignee and its successors and assigns and shall constitute covenants running with the land. Nothing in this Assignment shall be construed to limit Assignee's right to assign its interests hereunder, and Assignee may assign, in whole or in part, its interests hereunder without the consent of Assignor.
- 11. Continuing Effect Notwithstanding any future modification of the terms of the Loan Documents, this Assignment and the rights and benefits hereby assigned and granted shall continue in favor of Assignee, its successors and assigns, in accordance with the terms of this Assignment.
- 12. No Amendment Without Consent Any change, amendment, modification, abridgment, cancellation, or discharge of this Assignment or any term or provision hereof shall be invalid without the written consent of Assignee.
- 13. <u>Notices</u> Any notice, request, demand, consent, approval or other communication required or desired to be given or delivered under this Assignment shall be made in accordance with the notice provisions of the Security Document.
- 14. <u>Severability</u> If any term, covenant or provision hereof is determined to be illegal, unenforceable or void for any reason, then, the validity of the remaining terms, covenants and provisions hereof shall not be affected thereby.
- 15. Governing Law This Assignment shall be governed by and construct and interpreted in accordance with the laws of the State in which the Property is located.
- 16. Counterparts This Assignment may be executed by Assignor in any number of counterparts, and each such counterpart shall be deemed to be an original and all of which together shall constitute one and the same agreement.
  - 17. <u>Multiple Borrowers</u>. If Assignor consists of more than one person or entity, the obligations and liabilities of each such person or entity hereunder shall be joint and several.

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### UNOFFICIAL CO

IN WITNESS WHEREOF, Assignor has duly executed this Assignment on the day and year first above written.

#### ASSIGNOR:

NORTHWEST CORPORATE CENTRE I LIMITED PARTNERSHIP, an Illinois limited partnership

Northwest Investors, Inc., an Illinois By: corporation, its general partner

George A. Moser

President

Droporty ox Coof NORTHWEST CORPORATE CENTRE II AND III LIMITED PARTNERSHIP, an Illinois limited partnership

Northwest Investors, Inc., an Illinois corporation, its general partner

Name: George A. Moser

Title: President

NORTHWEST TECHT IMITED PARTNERSHIP, an Illinois limited partnership

Northwest Investors, Inc., an Illinois By: corporation, its general pager

George A. Moser

Title: President

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STATE OF <u>Illevais</u> : SS.: COUNTY OF <u>look</u> )
On the day of Feld, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Fedge Q. Walls, known to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.
Joyer M Sullevan Notary Public
"OFFICIAL SEAL" JOYCE M. SULLIVAN Notary Public, State of Illinois My Commission Expires 10/28/04

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# **UNOFFICIAL COPY**

#### **EXHIBIT A**

#### (Description of Land)

#### PARCEL 1:

LOT 1 IN NORTHWEST CORPORATE CENTRE UNIT II BEING A PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 7, IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 6, 1986, AS DOCUMENT NUMBER 86228827, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1, FOR PARKING AND INGRESS AND EGRESS AS SHOWN ON AND CREATED BY INSTRUMENT RECORDED AS DOCUMENT NUMBER 86-227007.

#### PARCEL 3:

EASEMENTS FOR THE LEW-FIT OF PARCEL 1, WITH RESPECT TO VEHICULAR INGRESS AND EGRESS AND VEHICULAR VARING; INSTALLATION, MAINTAINING, REPAIRING AND REPLACING STORM SEWER LINE; PLACING, CONSTRUCTING, MAINTAINING, REBUILDING AND REMOVING A SIGN; AND THE CONSTRUCTION, MAINTAINING, REBUILDING AND REMOVING A RETAINING WALL, AS SET FORTH IN DOCUMENT 86227006.

#### PARCEL 4:

LOT 1 IN NORTHWEST CORPORATE CENTPL UNIT 111, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 6 AND 'ART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 7, IN TOWNSHIP 41 NORTH, RANG! 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 18, 1986 AS DOCUMENT NUMBER 86251398, IN COOK COUNTY, ILLINOIS.

#### PARCEL 5:

EASEMENTS FOR THE BENEFIT OF PARCEL 4 FOR PARKING AND INGRESS AND EGRESS AS SHOWN ON AND CREATED BY INSTRUMENT RECORDED AS DOCUMENT NO. 86227007.

#### PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCEL 4 WITH RESPECT TO VEHICULAR INGRESS AND EGRESS AND VEHICULAR PARKING; INSTALLATION, MAINTAINING, REPAIRING AND REPLACING AND CONNECTING TO STORM SEWER LINES; AND PLACING, CONSTRUCTING, MAINTAINING, REBUILDING AND REMOVING A SIGN; AS SET FORTH IN LOCUMENT NO. 86227006.

#### PARCEL 7:

LOT 2 IN NORTHWEST CORPORATE CENTRE UNIT ONE BEING A SUBDIVISION OF PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 7 AND PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 6, ALL IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 27352826, IN COOK COUNTY, ILLINOIS.

#### PARCEL 8:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS ON AND OVER THE ROADWAYS LOCATED IN THE NORTHWEST CORPORATE CENTRE AND FOR VEHICULAR PARKING IN THE PARKING SPACES LOCATED IN THE NORTHWEST CORPORATE CENTRE AS CREATED BY GRANT CONTAINED IN AGREEMENT FOR EASEMENT DATED MAY 13, 1986 AND RECORDED JUNE 5, 1986 AS DOCUMENT NO. 86227007.

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#### PARCEL 9:

LOT 1 IN NORTHWEST CORPORATE CENTER UNIT ONE, BEING A SUBDIVISION OF PART OF THE NORWEST FRACTIONAL QUARTER OF SECTION 7 AND PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 6, ALL IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED ON NOVEMBER 28, 1984 AS DOCUMENT NUMBER 27352826.

#### PARCEL 10:

EASEMENT FOR THE BENEFIT OF PARCELS 1, 4, 7 & 9 FOR USE OF DETENTION POND [LOCATED EAST AND ADJOINING PARCELS 7 & 9] AS SHOWN ON AND CREATED BY INSTRUMENT RECORDED AS DOCUMENT NUMBER 86227006.

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SCHEDU	LE I
LEASE SCHI	EDULE
COMPANY N	IAME
DH ESSES HOMES	Establish Merchant
Bunge & Associates	US Borax, Inc.
Dartmoor Woodland	Camos & Hohnbaum
Dartmoor Northbrook	Tuth DK Dental Services
Cargotec, Inc. DH Homes, Inc/	Collins Int'l
D. Kratt Int'l	Northwest Dermatology  Carpenters Union
RMI Network	Titus Innovation
Nextgen	Healthnet
Associated Allergits	Darc Development
Seal Transportation Int'l Software	Travelex
Beckman Coulter	Pediatric Associates Wheaton Diamond Brokers
Premier Technical Sales	Unishippers Assoc.
Geary ? Lakhani	Grand Hall USA, Inc.
Dr. Chr.s Scalia	Genesis Apparel
March & Assoc.	3iUSA Inc.
Stonegate Dev slor ment	James T. MacDonald
Pediatric Place  Drs. Bedingfield & Rose vell	Poltun Entertainment
Kofco USA, Inc.	Technowiz Andrew W. Hartman Psy
Germbusters	Dan Delahunt
Tot's N'Teens Health	New Century Insurance
Spagnola & Hoeksema	NXTrend Technology
Chartwell Integrated	Oakfield Associates
Apex Business Soluctions  Basys Corp	First Midwest Mortgage
Kellwood Company	BPB America Randolph Clinic
Health Mgt Service	Connor & Assoc.
Hoffman Estates Medical	Analog Devices
Press Proof, Inc.	Acquest Tille Services, Inc.
Northern Group, Inc.	Financial Archicets
NW Philanthropic Polysom	Elderbride e, Inc.
H. Gordon Davis, MD	DJB Financia
Dr. Mark Rappleye	Acute Care Education Nature's Finest Foods
Northwest Dental	Rotary Forms
Dr. Alan Dalessandro	Home Access
Childrens & Adolescent	Walker Component Group
Pediatric Care Assoc.  SJI Financial Services	Willow Creek Food Pantry
Integrity Partners	ADSI
Touch of Life Chiropractic	Stuker & Associates M. Holding Company
TE Lapas	Bowe Systec Inc.
ADP	Mitsubishi
Liggett Vector Brands	B&F Technical
Smithkline Beecham Labs	Schaumburg Toyota
Holm Chiropractic Stoncor Group	
Golf Diagnostic Imaging	
WB McCloud & Co	
Barrington Broadcasting	
Laboratory Corp	,
United Samsco Poplar Creek Foot & Ankle	
Bruce Kolton MD LLC	
Netronix	
Factual Data Corp	
Theodore G. Porter CP	