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Eugene "Gene" Moore Fee: \$50.00  
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File No. 8249971 9 of 9

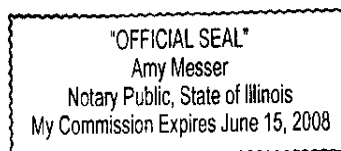
I, Lisa A. Roberts of Chicago Title Insurance Company certifies that the Subordination, Non-Disturbance and Assignment Agreement dated December 31, 2004 made by and among Federal Express Corporation, FX Chicago Funding Funding Company, Inc., successor in interest to Olympia Properties, LLC, successor in interest to EAPCO Commercial Properties, Inc., successor in interest to FRAMEWORK/BGFX, successor in interest to Bison #1 and ING Real Estate Finance (USA)LLC, is a true and correct copy of the original document.

COUNTY OF COOK

STATE OF ILLINOIS

I, the undersigned, a notary public in and for said county, in the state aforesaid, certifies, that Lisa A. Roberts of Chicago Title Insurance Company, personally known to me to be the same person whose name is subscribed to in the foregoing instrument, appeared before me this date in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the user and purposes therein.

Given under my hand and notarial seal this 11th day of January, 2005.

  
Notary Public

**BOX 333-CTI**

**UNOFFICIAL COPY**RETURN TO:

Sidley Austin Brown & Wood LLP  
 1501 K Street, NW  
 Washington, DC 20005  
 Attn.: William E. Sudow

zc 8249971 9/21

SUBORDINATION, NON-DISTURBANCE  
 AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement ("Agreement") is entered into as of this 31st day of December, 2004, by and among FEDERAL EXPRESS CORPORATION ("Tenant"), FX CHICAGO FUNDING COMPANY, INC., a Delaware corporation, successor in interest to OLYMPIA PROPERTIES, LLC, a Washington limited liability company, successor in interest to EAPCO COMMERCIAL PROPERTIES, INC., a Delaware corporation, successor in interest to FRAMEWORK/BGFX, an Illinois general partnership, successor in interest to BISON #1, a Texas limited partnership ("Borrower") and ING REAL ESTATE FINANCE (USA) LLC, a Delaware limited liability company ("Lender").

RECITALS:

A. Borrower holds title to certain real property (the "Premises") located in at 1100 Lake Cook Road, Buffalo Grove, Illinois, together with all improvements located on it, as more particularly described in Exhibit A.

B. Lender has made or is planning to make a loan (the "Loan") to Borrower. Borrower's obligation to repay the Loan is evidenced by its promissory note (the "Note"); the obligation to pay the indebtedness evidenced by the Note is secured by the lien of a deed of trust or mortgage (the "Mortgage") that encumbers Borrower's interest in the Premises. The Note, the Mortgage, this Agreement and all other documents evidencing, securing the repayment of, or relating to, the Loan are collectively referred to as the "Loan Documents."

C. Tenant and Borrower (as landlord) entered into a lease dated June (2, 1987, as amended by that certain First Lease Amendment dated as of November 29, 1989 and that certain Second Lease Amendment dated as of December 4, 1996 (the "Lease"), under the terms of which Borrower demised the Premises to Tenant.

D. Lender is willing to make or continue the Loan to Borrower provided Tenant agrees to subordinate Tenant's rights under the Lease to the lien or charge of the Loan Documents and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions provided Lender agrees not to disturb Tenant's possession in accordance with the terms of the Lease, all as set forth more fully below.

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## AGREEMENTS:

The parties agree as follows:

1. Subordination. The Loan Documents and all supplements, amendments, modifications, renewals, replacements and extensions of and to them shall be and will remain at all times a lien or charge on the Premises prior and superior to the Lease, to the leasehold estate created by it, and to all rights and privileges of Tenant arising under it. Tenant subjects and subordinates the Lease, Tenant's leasehold estate and all rights and privileges arising in Tenant's favor under the terms of the Lease to the lien or charge of the Loan Documents in favor of Lender. Tenant consents to Borrower's and Lender's entering into the Mortgage and other Loan Documents. Tenant further declines, agrees and acknowledges that, in making disbursements in accordance with the Loan Documents, Lender has no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses them, and any application or use of such proceeds will not defeat the subordination that Tenant makes in this Agreement, in whole or in part.

2. Definitions of "Transfer of the Premises" and "Purchaser". The term "Transfer of the Premises" means any transfer of Borrower's interest in the Premises by foreclosure or trustee's sale or as a result of any other action or proceedings for the enforcement of the Mortgage or any transfer by deed in lieu of foreclosure. The term "Purchaser" means any transferee, including Lender, that acquires Borrower's interest in the Premises as a result of a Transfer of the Premises, and all successors and assigns, including Lender, of that initial transferee.

3. Non-Disturbance. Notwithstanding any Transfer of the Premises, Lender's seizure of possession of the Premises, any other similar action to enforce the Mortgage, or any other action taken in connection with the Mortgage:

- (a) the holder or beneficiary of the Mortgage will not name or join Tenant in any foreclosure, trustee's sale or other proceeding to enforce the Mortgage unless an Event of Default, as defined in the Lease, has occurred and is continuing or the joinder is required by law in order to perfect the foreclosure, trustee's sale or other proceeding;
- (b) the enforcement of the Mortgage will not terminate the Lease or disturb Tenant in its possession and use of the Premises unless an Event of Default has occurred and is continuing; and
- (c) the leasehold estate granted by the Lease will not be affected in any manner so long as no Event of Default has occurred and is continuing and in no event neither Lender, if it becomes the Purchaser or if it takes possession of the Premises in accordance with the terms of the Mortgage, nor any other Purchaser will:

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- (i) be liable for any damages attributable to any act or omission of any prior landlord (including Borrower);
- (ii) be liable for any damages attributable to any latent or patent defects in the construction of any portion of the Premises;
- (iii) be subject to any offset, counterclaim or defense that the parties have not specifically contemplated in the Lease and that Tenant may have against any prior landlord;
- (iv) be bound by any prepayment that Tenant makes more than 30 days in advance of the date on which the payment becomes due under the terms of the Lease or for any security deposit not actually delivered to Purchaser or by any modification or amendment of the Lease made without Lender's consent unless the Lease specifically contemplates the prepayment, amendment or modification and the parties observe all conditions set forth in the Lease that relate to the prepayment, amendment or modification; or
- (v) be obligated to complete any pre-occupancy construction work.

The foregoing agreement will not affect Tenant's right to exercise or to continue to exercise after Purchaser succeeds to Borrower's interest in the Premises any remedy, including, without limitation, the offsetting of rent, that may be available to Tenant by virtue of any default that occurs in respect of the performance of Borrower's obligations under the terms of the Lease and of which Tenant has given Lender written notice prior to Purchaser's succession to Borrower's interest.

4. Attornment. If any Transfer of the Premises occurs, the Purchaser will be bound to Tenant and Tenant will be bound to the Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the term of the Lease and any extensions or renewals of that term, whether occurring by reason of the exercise of any valid extension or renewal option contained in the Lease or otherwise, all with the same force and effect as if the Purchaser had been the original landlord designated in the Lease. Tenant attorns to the Purchaser, including Lender if it becomes the Purchaser, as the landlord under the Lease. This attornment will be effective and self-operative without the execution of any further instruments, upon the Purchaser's succession to the landlord's interest under the terms of the Lease.

5. Use of Proceeds. So long as no Event of Default has occurred and is continuing and the Lease is in full force and effect, Lender will (i) permit any proceeds paid in respect of the insurance Tenant maintains in force in accordance with the terms of the Lease to be used for the restoration of the Premises and otherwise applied as provided in the Lease, and (ii) permit any condemnation award paid in connection with a taking of any part of the Premises or any proceeds of a sale made in lieu of condemnation of a part of the Premises to be used for the repair and alteration of the remainder of the Premises as provided in the Lease. Lender may, however,

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impose reasonable conditions on the time and manner of the disbursement of the insurance proceeds, condemnation awards or sales proceeds.

6. Default By Borrower. If Borrower defaults in the performance of obligations it undertakes under the terms of the Loan Documents, Tenant will recognize the assignment of rents Borrower made to Lender in the Mortgage and will pay to Lender as assignee all rents that become due under the terms of the Lease after the date of Tenant's receipt of written notice from Lender that Borrower is in default under the terms of the Loan Documents. Borrower authorizes Tenant to accept Lender's direction and waives all claims against Tenant for any sums so paid at Lender's direction. Lender acknowledges, however, that Tenant will be making payments of rent to Borrower by means of computer-generated checks and that Tenant will require a period of time within which to re-program its accounts payable computer system to reflect Tenant's receipt of Lender's direction. Consequently, Tenant will have no liability to Lender for any regularly scheduled installment of rent remitted to Borrower during the period that begins on the date of Tenant's receipt of Lender's direction and that ends 30 days after that date. Tenant's payment of rents to Lender in accordance with the foregoing will continue until the first to occur of the following:

- (a) no further rent is due or payable under the terms of the Lease;
- (b) Lender gives Tenant notice that Borrower has rectified the default that existed in respect of its obligations under the terms of the Loan Documents and instructs Tenant to make subsequent remittances of the rent to Borrower; or
- (c) a Transfer of the Premises occurs and the Purchaser gives Tenant notice of that Transfer. The Purchaser will automatically succeed to Borrower's interest under the terms of the Lease as provided in Sections 3 and 4 above, after which time the rents and other benefits accruing in favor of Borrower under the terms of the Lease will be payable to the Purchaser as the owner of the Premises.

7. Limitation on Lender's Performance. Nothing in this Agreement obligates Lender to perform any covenant made by Borrower as landlord in the Lease unless and until Lender obtains title to the Premises as Purchaser or takes possession of the Premises in accordance with the terms of the Mortgage, and then only during the time when Lender holds title to or possession of the Premises.

8. Tenant's Covenants. During the term of the Lease, without Lender's prior written consent, Tenant may not:

- (a) pay to any landlord (including Borrower) any installment of rent or additional rent more than one month in advance of the time it becomes due under the terms of the Lease; or
- (b) cancel, terminate or surrender the Lease, except through the exercise of a right expressly accorded to Tenant in the Lease; or

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- (c) assign the Lease or sublet any portion of the Premises, except as expressly permitted without the landlord's consent in the Lease.

9. Notices of Default; Material Notices. Tenant must send to Lender a copy of any notice of default or similar statement connected with the Lease at the same time that it sends that notice or statement to Borrower. Borrower must also send to Lender copies of all material notices that it gives to Tenant in connection with the Lease. Tenant and Borrower will deliver those notices to Lender in the manner and at the addresses set forth below.

10. Limitation on Liability. Regardless of anything in the Lease or this Agreement apparently to the contrary, Tenant may not seek to satisfy any judgment that Tenant obtains by reason of the negligence of any Purchaser or any of its directors, officers, agents, employees or contractors or by reason of that Purchaser's failure to perform any of the obligations incumbent upon the landlord under the terms of the Lease from any source other than that Purchaser's interest in the Premises and the revenue generated by the operation of the Premises, except as provided below. Tenant may, however, satisfy any such judgment by offsetting the amount of the judgment against rent becoming due under the terms of the Lease. The foregoing limitation on the sources of Tenant's recovery will not apply in those instances (i) where proceeds of any insurance are available to satisfy the judgment, (ii) where Tenant obtains the judgment because of the Purchaser's misapplication of funds that an insurer or a condemning authority pays to the Purchaser and that the Purchaser must use for restoration of the Premises in accordance with the terms of the Lease, (iii) where Tenant obtains the judgment because of the Purchaser's misapplication of funds that Tenant pays to the Purchaser for remittance to a third party, such as a taxing authority, or (iv) where Tenant obtains the judgment because of the Purchaser's fraud. After application of the proceeds of any insurance that are available to satisfy a judgment that Tenant obtains by reason of the negligence of any Purchaser or any of its directors, officers, agents, employees or contractors or by reason of that Purchaser's failure to perform any of the obligations incumbent upon the landlord under the terms of the Lease, Tenant may not seek to satisfy the balance of such judgment remaining after such application from any source other than that Purchaser's interest in the Premises and the revenue generated by the operation of the Premises, except as expressly provided above. Nothing contained in this Section impairs, affects, lessens, abrogates or otherwise modifies the obligations of Borrower to Tenant under the terms of the Lease.

11. Lender's Rights to Cure Default. If any act or omission by Borrower gives Tenant the right to terminate the Lease or to claim a partial or total eviction, Tenant may not exercise that right or make that claim until it has given Lender written notice of the occurrence of that act or omission and Lender has failed to rectify the condition giving rise to that right or that claim within (i) 10 days, if Lender can accomplish the rectification by the mere payment of money, (ii) 30 days, if Lender cannot accomplish the rectification by the mere payment of money and the rectification does not require Lender to obtain possession of the Premises, and (iii) a reasonable time, if Lender cannot accomplish the rectification by the mere payment of money, the rectification requires Lender to obtain possession of the Premises, and Lender both commences efforts to obtain possession of the Premises and to rectify the condition within 15 days after the

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delivery of Tenant's notice and diligently and continuously pursues those efforts. The foregoing does not obligate Lender to undertake the rectification of any default by Borrower in respect of the performance of its obligations under the terms of the Lease.

12. Termination of Agreement. If no Transfer of the Premises occurs, this Agreement becomes void upon payment in full of the indebtedness evidenced by the Note and the recordation of a release or satisfaction of the Mortgage.

13. Integration. This Agreement integrates all of the terms and conditions of the parties' agreement regarding the subordination of the Lease and the leasehold estate that it creates to the lien or charge of the Loan Documents. This Agreement supersedes and cancels all oral negotiations and all prior writings relating to that subordination including any provisions of the Lease that provide for the subordination of the Lease. The parties intend this Agreement as the final expression of their agreement relating to the subordination of the Lease to the operation and effect of the Loan Documents. The parties may amend this Agreement only by means of a written agreement that the parties or their respective successors in interest sign.

14. Notices. All notices connected with this Agreement must be in writing and the parties must deliver those notices by means of messenger service, Federal Express overnight delivery service, or by registered or certified United States mail, postage prepaid, sent to the recipient at its address specified below. Notices will be effective upon receipt or when the recipient refuses proper delivery. Any party may change its address for the delivery of notices connected with this Agreement by delivering notice to all other parties in accordance with this Section. Service of any notice on any one Borrower will be effective service on Borrower for all purposes.

To Lender:	ING Real Estate Finance (USA) LLC 230 Park Avenue, 12 <sup>th</sup> Floor New York, NY 10169 Attn.: Michael E Shields
With a copy to:	Sidley Austin Brown & Wood LLP 1501 K Street, NW Washington, DC 20005 Attn.: William E. Sudow
To Borrower:	FX Chicago Project Company, LLC c/o HDG Mansur Investments Services, Inc. 10 West Market Street, Suite 1200 Indianapolis, Indiana 46204 Attn.: Harold D. Garrison

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To Tenant: Federal Express Corporation  
3680 Hacks Cross Road  
Building H, 3<sup>rd</sup> Floor  
Memphis, Tennessee 38125  
Attn.: Manager, Real Estate  
Lease No.: 87-2928

with a copy to: Federal Express Corporation  
3620 Hacks Cross Road  
Building B, 3<sup>rd</sup> Floor  
Memphis, TN 38125  
Attn.: Managing Director, Business Transactions Group  
Lease No.: 87-2928

15. Attorneys' Fees. If any lawsuit or arbitration arising out of or relating to this Agreement commences, the prevailing party is entitled to recover from each other party, in addition to costs and expenses otherwise allowed by law, such sums as the court or arbitrator may adjudge to be reasonable attorney's fees in the action or arbitration, including the reasonable value of services rendered by in-house counsel.

16. Miscellaneous Provisions. This Agreement inures to the benefit of and binds the parties and their respective successors and assigns. The laws of the state where the Premises are located, without regard to the choice of law rules of that State, will govern the interpretation and enforcement of this Agreement. As used in this Agreement, the word "include(s)" means "include(s), without limitation," and the word "including" means "including, without limitation."

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

TENANT: FEDERAL EXPRESS CORPORATION,  
a Delaware corporation

RECEIVED  
Legal Department  
Renn 12/06/04  
50

By: Mary H. Rogers  
Name: Mary H. Rogers  
Title: Manager Office / AGFS Real Estate

BORROWER: FX CHICAGO FUNDING COMPANY, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



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IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

**Tenant:**

**FEDERAL EXPRESS CORPORATION**


By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Owner:**

**FX CHICAGO FUNDING COMPANY, INC.**

By: 

Name: Michelle Moezzi

Title: Vice President

**Mortgagee:**

**ING REAL ESTATE FINANCE (USA) LLC**

By: 

Name: MICHAEL SHIELDS

Title: VICE PRESIDENT

Property of Cook County Clerk's Office

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LENDER: ING REAL ESTATE FINANCE (USA) LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ACKNOWLEDGMENT

STATE OF Tennessee  
COUNTY OF Shelby

On 12/9/04 before me, Beverly Azlin, a Notary Public in and for the State of Tennessee personally appeared Mary H. Rogers [and \_\_\_\_\_], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person[s] whose name[s] [is/are] subscribed to the within instrument and acknowledged to me that [he/she/they] executed the same in [his/her/their] authorized [capacity/capacities], and that by [his/her/their] signature[s] on the instrument the person[s], or the entity upon behalf of which the person[s] acted, executed the instrument.

WITNESS my hand and official seal.

Beverly Azlin  
(Signature)

MY COMMISSION EXPIRES 9-19-2007



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STATE OF NEW YORK )

COUNTY OF NEW YORK )

I, BRUCE J. BRUMBERG, an officer duly authorized by the State and in the County aforesaid to take acknowledgements, certify that MICHAEL SHIELDS personally came before me this day and acknowledged that he/she is the VICE PRESIDENT of INC REAL ESTATE FINANCE (USA) LLC and that he/she, as such \_\_\_\_\_ of \_\_\_\_\_ and that he/she, as such VICE PRESIDENT, being authorized to do so, executed the foregoing on behalf of the COMPANY.

Witness my hand and official seal, this the 30<sup>TH</sup> day of DECEMBER, 2004.

Bruce J. Brumberg  
Signature of officer taking acknowledgement

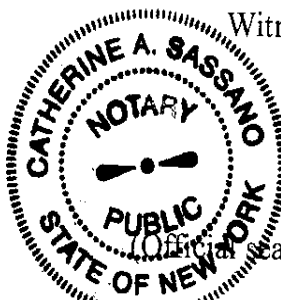
(Official seal / stamp)  
My commission expires: BRUCE J. BRUMBERG  
Notary Public, State of New York  
No. 01BR6116384  
Qualified in New York County  
Commission Expires September 27, 2008

STATE OF NEW YORK )  
COUNTY OF WESTCHESTER )

I, Catherine A. Sassano, an officer duly authorized by the State and in the County aforesaid to take acknowledgements, certify that Michelle Moezzi personally came before me this day and acknowledged that she is the Vice President of FX Chicago Funding Company, Inc., a Delaware corporation, and that she, as such Vice President, being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official seal, this the 17<sup>th</sup> day of December, 2004.

Catherine A. Sassano  
(Signature of officer taking acknowledgement)

  
(Official seal / stamp)

My commission expires: CATHERINE A. SASSANO  
NOTARY PUBLIC, State of New York  
No. 01SA0105838  
Qualified in Westchester County  
Certificate filed in New York County  
Commission Expires February 23rd 2008

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## EXHIBIT A

### Legal Description

#### PARCEL 1:

ALL OF LOT 1 IN BUFFALO GROVE BUSINESS PARK FEDERAL EXPRESS RESUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON MARCH 3, 1988 AS DOCUMENT 88115532, IN COOK COUNTY, ILLINOIS, AND RE RECORDED ON SEPTEMBER 30, 1988 AS DOCUMENT 88450205, IN COOK COUNTY, ILLINOIS, AND PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 3, 1988, AS DOCUMENT 2661881, IN LAKE COUNTY, ILLINOIS.

#### PARCEL 2:

NON EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS AND PARKING FOR THE BENEFIT OF PARCEL 1, OVER, ACROSS AND THROUGH THAT PART OF LOT 1 IN BUFFALO GROVE BUSINESS PARK UNIT 7, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND IN THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED IN LAKE COUNTY, ILLINOIS ON SEPTEMBER 10, 1986, AS DOCUMENT 2451953 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES, 48 MINUTES 35 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 1; 368.28 FEET TO AN ANGLE POINT IN SAID NORTH LINE; THENCE SOUTH 44 DEGREES 48 MINUTES 35 SECONDS WEST ALONG A NORTHWESTERLY LINE OF SAID LOT 1 AND ALONG SAID NORTHWESTERLY LINE EXTENDED SOUTHWESTERLY, 125.87 FEET TO A CORNER OF LOT 1 IN BUFFALO GROVE BUSINESS PARK FEDERAL EXPRESS RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN LAKE COUNTY, ILLINOIS ON MARCH 3, 1988, AS DOCUMENT 2661881; THENCE SOUTH 00 DEGREES 11 MINUTES 25 SECONDS EAST ALONG AN EAST LINE OF LOT 1 IN SAID BUFFALO GROVE BUSINESS PARK FEDERAL EXPRESS RESUBDIVISION, 62.00 FEET TO A CORNER OF SAID LOT 1, BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 11 MINUTES 25 SECONDS EAST 45.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 35 SECONDS WEST, 117.00 FEET TO THE WEST LINE OF LOT 1 IN SAID BUFFALO GROVE BUSINESS PARK UNIT 7; THENCE NORTH 00 DEGREES 11 MINUTES 25 SECONDS WEST ALONG SAID WEST LINE, 45 FEET TO A SOUTH LINE OF LOT 1 IN SAID BUFFALO GROVE BUSINESS PARK FEDERAL EXPRESS RESUBDIVISION; THENCE NORTH 89 DEGREES 48 MINUTES 35 SECONDS

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EAST ALONG SAID SOUTH LINE, 117.00 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS; AND ALSO THAT PART OF SAID LOT 1 IN BUFFALO GROVE BUSINESS PARK UNIT 7, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 12 DEGREES 44 MINUTES 01 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 1; 20.71 FEET TO A POINT OF CURVATURE IN SAID EASTERLY LINE; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 1, BEING A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 219.19 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 48.49 FEET TO AN INTERSECTION WITH A LINE 66.00 FEET, AS MEASURED AT RIGHT ANGLES, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 1 (THE CHORD OF SAID ARC BEARS SOUTH 19 DEGREES 04 MINUTES 16 SECONDS EAST, 48.39 FEET); THENCE SOUTH 89 DEGREES 48 MINUTES 35 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 398.03 FEET; THENCE SOUTH 49 DEGREES 08 MINUTES 35 SECONDS WEST 70.00 FEET; THENCE SOUTH 23 DEGREES 30 MINUTES 44 SECONDS WEST 15.71 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 25 SECONDS EAST, 70.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 35 SECONDS WEST 20.00 FEET TO AN INTERSECTION WITH A LINE 117.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 11 MINUTES 25 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 45.00 FEET TO A SOUTHEAST CORNER OF LOT 1 IN BUFFALO GROVE BUSINESS PARK FEDERAL EXPRESS RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN LAKE COUNTY, ILLINOIS, ON MARCH 3, 1988, AS DOCUMENT 2661881; THENCE NORTH 00 DEGREES 11 MINUTES 25 SECONDS WEST ALONG THE EAST LINE OF LOT 1 IN SAID BUFFALO GROVE BUSINESS PARK FEDERAL EXPRESS RESUBDIVISION, 62.00 FEET TO AN ANGLE POINT IN SAID LINE; THENCE NORTH 44 DEGREES 48 MINUTES 35 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF LOT 1 IN SAID BUFFALO GROVE BUSINESS PARK FEDERAL EXPRESS RESUBDIVISION, 125.87 FEET TO AN ANGLE POINT IN SAID LINE; THENCE NORTH 89 DEGREES 48 MINUTES 35 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, 368.28 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS, AS CREATED BY PARKING AND ACCESS CROSS EASEMENT AGREEMENT RECORDED DECEMBER 4, 1989, AS DOCUMENT 89576281, IN COOK COUNTY, ILLINOIS, AND RECORDED DECEMBER 4, 1989, AS DOCUMENT 2856801, IN LAKE COUNTY, ILLINOIS.

## PARCEL 3:

EASEMENTS FOR INGRESS, EGRESS, ACCESS AND OTHER PURPOSES AS CREATED BY AND MORE FULLY SET FORTH IN THE DECLARATION OF EASEMENTS COVENANTS AND RESTRICTIONS FOR THE BUFFALO GROVE BUSINESS PARK RECORDED NOVEMBER 17, 1983, AS DOCUMENT 2251413, IN LAKE COUNTY, ILLINOIS, AND RECORDED DECEMBER 4, 1989, AS PART OF

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DOCUMENT NUMBER 89576282, IN COOK COUNTY, ILLINOIS, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR THE BUFFALO GROVE BUSINESS PARK DATED DECEMBER 12, 1983 AND RECORDED ON FEBRUARY 24, 1984 IN LAKE COUNTY, ILLINOIS, AS DOCUMENT 2268766 AND AS FURTHER AMENDED BY SECOND AMENDMENT TO DECLARATION OF EASEMENTS COVENANTS AND RESTRICTIONS FOR THE BUFFALO GROVE BUSINESS PARK DATED DECEMBER 15, 1983 AND RECORDED ON MAY 30, 1984 IN LAKE COUNTY, ILLINOIS, AS DOCUMENT 2286521 AND AS FURTHER AMENDED BY THIRD AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR THE BUFFALO GROVE BUSINESS PARK DATED NOVEMBER 17, 1989 AND RECORDED ON DECEMBER 4, 1989 AS DOCUMENT 2856803 IN LAKE COUNTY, ILLINOIS.