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Eugene "Gene" Moore Fee: \$46.50
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Date: 02/17/2005 02:43 PM Pg: 1 of 12

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BRIEFWAY AGREEMENT

FOR

UNITS 9 AND 10A AND 10B
450 OFFICE COURT CONDOMINIUM

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:
Gerald M. Tenner, Esq.
Marks, Marks and Kaplan, Ltd.
55 W. Monroe Street, Suite 3300
Chicago, IL 60603
(312) 332-5200

PERMANENT REAL ESTATE INDEX
NUMBERS: 04-02-400-005-1023 (Unit 9)
04-02-400-005-1024 (Unit 10A)
04-02-400-005-1025 (Unit 10B)
ADDRESS OF THE PROPERTY:
450 Skokie Boulevard
Northbrook, IL 60062

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AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____, 2005, by and between 450 Office Court Condominium Association ("Association") and First Insurance Funding Corp., an Illinois corporation ("Unit Owner").

W I T N E S S E T H:

WHEREAS, Unit Owner is the owner of the condominium units known as Units 9, 10A and 10B in the 450 Office Court Condominium (the "Condominium") legally described in Exhibit A, which are subject to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 450 Office Court Condominium recorded on September 2, 1986 as Document Number 86387088 and as thereafter amended (the "Declaration"); and

WHEREAS, it is the desire and intention of the Unit Owner to connect Units 9 and 10A and 10B and provide inside access to the Units by constructing an enclosed breezeway which shall be in the location described in Exhibit "B" attached hereto (the "Improvements"), and the Association and the Unit Owner acknowledge that the Improvements are an alteration, addition and improvement of the Condominium Common Elements; and

WHEREAS, the Unit Owner has complied with Article XII of the Declaration and has received written approval from the Board of Directors ("Board") of the Association for the construction of the

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Improvements.

NOW, THEREFORE, in consideration of the premises and the following mutual covenants, conditions and restrictions, it is hereby agreed by and between the parties hereto as follows:

1. The Association hereby grants to the Unit Owner, the right and privilege to construct the Improvements all in accordance with the terms of this Agreement.

2. The Improvements shall be for all purposes, subject to the provisions of this Agreement, a part of the Common Elements of the Condominium as defined in Article I of the Declaration, and they shall be subject to the provisions of the Declaration governing the ownership and use of the Common Elements.

3. The Unit Owner shall obtain and pay all costs for plans and specifications specifically describing the Improvements. The plans must be submitted to the Board for approval, and in the event the Board engages the services of a structural and/or mechanical engineer to review the plans, the Unit Owner shall pay for the cost thereof. Further, the Unit Owner shall obtain all necessary permits and approvals from the governmental authorities having jurisdiction over the Condominium.

4. All construction shall be at the Unit Owner's sole cost, and shall comply with all applicable codes and ordinances, as well as the plans and specifications. The Unit Owner shall

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reimburse the Association for any utility charges attributable to the construction work which are billed to the Association. During construction if it is necessary to interrupt water services to any Condominium Unit other than Units 9 and 10A and 10B, then the Unit Owner, or its contractor, shall cause 48 hours prior notice of such interruption to be delivered to the Association, and such interruption shall occur during hours which will cause the least amount of inconvenience to other unit owners and occupants.

5. The Unit Owner agrees to furnish and be responsible for, at their own expense, all of the maintenance, repairs and replacements of the Improvements and will keep the Improvements at all times in a first class condition in conformance with the appearance of the Condominium. The Unit Owner shall also pay for all utilities and services at any time used in the Improvements. The doors which lead into the Improvements, from the walkways which are a part of the common elements, shall always be unlocked and accessible to the other persons who may use the Condominium common elements.

6. Pursuant to Article XI of the Declaration, in the event the Unit Owner fails to pay a charge or perform the maintenance described in Paragraph 5, or fails to perform any other obligation pursuant to this Agreement, then after 15 days prior notice from the Association or its agents, the Association may, but shall not be required, to cause the foregoing to be performed or pay such charge at the expense of the Unit Owner, which expense shall bear

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interest from the date paid (i) at the rate of eleven percent (11%) or (ii) the maximum lawful rate if lower, and shall become a lien against the Unit Owner's property as if an assessment were levied. No alterations or modifications shall be made to the Improvements, nor shall they be removed, without the prior written consent of the Board.

7. The Unit Owner shall not allow any Condominium Unit or Condominium property to become subject to a lien or encumbrance of any kind.

8. The Unit Owner shall be responsible for any damage to property and/or persons arising from the construction, use, maintenance and presence of the Improvements and the failure to carry out the terms of this Agreement, and agrees to indemnify, save and hold harmless the other Condominium unit owners, the Association, its directors and officers and employees of and from any and all claims and liabilities and costs, including attorneys' fees, arising from the construction, use, maintenance and presence of the Improvements and the failure of the Unit Owner to carry out the terms of this Agreement.

9. Construction of the Improvements shall not begin until the Unit Owner obtains insurance and furnishes the Association with a certificate thereof (showing premiums paid) naming the Association, and the other unit owners as additional insureds, insuring against liability for injury to persons or damage to

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property with such companies and in such amounts as are reasonably acceptable to the Association. Such insurance shall be maintained in force and effect until construction is completed and shall provide that it may not be cancelled or terminated without at least ten (10) days written notice by insurer to all parties named in the policy. During construction, the Unit Owner shall assume all risk of loss for any damage to the Improvements, and the Unit Owner shall maintain builders' risk insurance in such form and limits as the Association shall reasonably approve. After completion of construction and before any use is made of the Improvements, the Association shall obtain fire and extended coverage insurance for the Improvements as a part of the Condominium Common Elements and shall add the Improvements to the Association's comprehensive public liability coverage. The Unit Owner agrees to pay the Association for any increase in the insurance premiums as a result of such additional coverage.

10. Any undefined, initially capitalized terms in this Agreement shall have those meanings set forth in the Declaration.

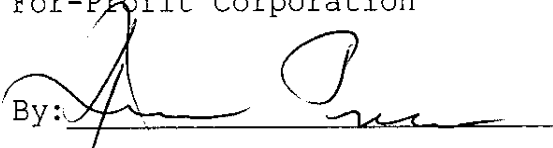
11. All of the terms and provisions of this Agreement, including the benefits and burdens arising from or under the agreements, undertakings, duties and obligations herein set forth are covenants running with the land and are jointly and severally binding upon and inure to the Unit Owner and its respective successors in interest, and inure to the Association and its successors in interest, as well as the present and future tenants

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and occupants of Units 9 and 10A and 10B.

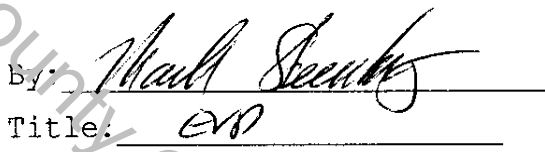
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

450 OFFICE COURT CONDOMINIUM
ASSOCIATION, an Illinois Not-
For-Profit Corporation

By: 

Title: President

FIRST INSURANCE FUNDING CORP.,
an Illinois corporation

By: 

Title: evp

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

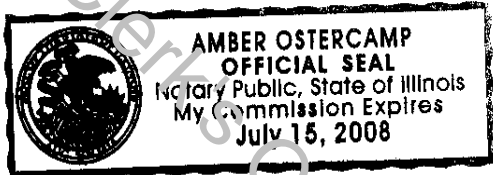
I, Amber Ostercamp, a notary public in and for the county in the state aforesaid, DO HEREBY CERTIFY that Terese (Terry) Penza, personally known to me to be the President of 450 Office Court Condominium Association, a corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as President of said corporation, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 16th day of February, 2005.

Amber Ostercamp

Notary Public

Commission expires 7-15-08



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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

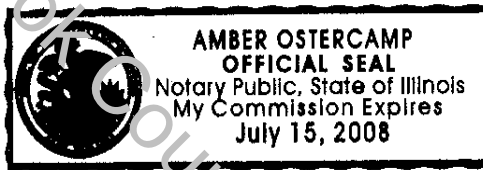
I, Amber Ostercamp, a Notary Public in and for said County and State, do hereby certify that Mark Steenberg, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Executive VP of First Insurance Funding Corp., an Illinois corporation, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act, and as the free and voluntary act of such corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of February, 2005.

Amber Ostercamp
Notary Public

My Commission Expires:

7-15-08



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EXHIBIT A

UNITS 9, 10A and 10B

LEGAL DESCRIPTION

PARCEL 1:

UNIT NOS. 9, 10A AND 10B IN 450 OFFICE COURT CONDOMINIUM, AS DELINEATED ON SURVEY OF LOT 1 IN 450 OFFICE COURT, BEING A SUBDIVISION IN PART OF THE NORTH $\frac{1}{2}$ OF A PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 86387088, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS FOR MOTOR VEHICLES AND PEDESTRIANS TO AND FROM PARCEL 1 TO AND FROM SKOKIE BOULEVARD OVER, UPON, ACROSS AND THROUGH THE LAND DESCRIBED THEREIN, SAID EASEMENT TO INCLUDE THE RIGHT TO CONSTRUCT, MAINTAIN AND USE THE PRIVATE ROADWAY CROSSING FACILITY ON SAID LAND AS DESCRIBED THEREIN, CREATED AND GRANTED BY EASEMENT-PRIVATE ROADWAY CROSSING AGREEMENT NO. 64493 DATED MAY 1, 1985 BY AND BETWEEN CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY AND BANK OF RAVENSWOOD, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 4, 1984 AND KNOWN AS TRUST NO. 25-6499, RECORDED JULY 29, 1985 AS DOCUMENT NUMBER 85122703, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AND TO INSTALL, USE, OPERATE, MAINTAIN, REPLACE AND REMOVE ONE PRIVATE ROADWAY 39-FEET WIDE IN, UPON AND ACROSS THE LAND DESCRIBED THEREIN, CREATED AND GRANTED BY PRIVATE ROADWAY EASEMENT DATED OCTOBER 1, 1985 BY AND BETWEEN COMMONWEALTH EDISON COMPANY AND BANK OF RAVENSWOOD, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 4, 1984 AND KNOWN AS TRUST NO. 25-6499, RECORDED DECEMBER 2, 1985 AS DOCUMENT NUMBER 85304545, IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, MAINTAIN, USE, RENEW AND REPAIR A ROADWAY OVER, ALONG AND ACROSS THAT CERTAIN 40 FOOT STRIP OF LAND DESCRIBED THEREIN AND SHOWN ON THE PLAT ATTACHED THERETO, CREATED AND GRANTED BY DECLARATION AND GRANT OF EASEMENT DATED MAY 15, 1974 RECORDED JANUARY 16, 1975 AS DOCUMENT NUMBER 22963582 AND AS CORRECTED AND SUPPLEMENTED AND AMENDED BY DECLARATION TO CORRECT A MISDESCRIPTION OF EASEMENT AREA RECORDED NOVEMBER 28, 1983 AS DOCUMENT NUMBER 26876732 AND AMENDED AND MODIFICATION TO DECLARATION AND GRANT OF EASEMENT DATED AUGUST 30, 1985 RECORDED DECEMBER 2, 1985 AS DOCUMENT NUMBER 85304544, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

IMPROVEMENTS

