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Doc#: 0518702190  
Eugene "Gene" Moore Fee: \$42.00  
Cook County Recorder of Deeds  
Date: 07/06/2005 01:15 PM Pg: 1 of 10

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

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

Property of Cook County

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**ASSIGNMENT OF LEASES AND RENTS: PROJECT COMPANY LEASE**

THIS ASSIGNMENT OF LEASES AND RENTS: PROJECT COMPANY LEASE ("Assignment") is made as of the 28 day of June, 2005, by SB ARLINGTON FUNDING COMPANY, INC., a Delaware corporation, its successors and assigns ("Assignor") to and for the benefit of ING REAL ESTATE FINANCE (USA) LLC, a Delaware limited liability company, its successors and assigns, as Administrative Agent on behalf of the Lenders now or hereafter party to that certain First Amended and Restated Loan and Security Agreement of even date herewith (as amended, modified or supplemented from time to time, the "Loan Agreement") by and among Assignor, certain other borrower parties, Administrative Agent and the Lenders (such Lenders, individually and collectively, the "Lender"). All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement.

Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER to Lender the entire lessor's interest in and to that certain First Amended and Restated Finance Lease (*Ijara*) and Purchase Option Agreement, dated as of the 28 day of June, 2005, between the Assignor, as the lessor, and SB Arlington Project Corporation, a Delaware corporation, as the lessee (the "Finance Lease"), the Understanding to Purchase (as defined in the Finance Lease), the Understanding to Sell (as defined in the Finance Lease) and the Basic Rent Note (as defined in the Finance Lease) executed in connection with the Premises which Premises includes that certain lot or piece of land, more particularly described in Exhibit A attached hereto and made a part hereof, together with any extensions or renewals of the same, (the Finance Lease, the Understanding to Purchase, the Understanding to Sell and the Basic Rent Note together with any extension or renewal of the same are hereinafter collectively referred to as the "Leases");

*Assignment of Leases and Rents: Project Company Lease (SB Arlington)*

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TOGETHER WITH all rents, income, issues, revenues and profits arising from the Leases and renewals thereof (including, but not limited to, Basic Rent and Supplemental Rent payable to Lender, the Default Price, the Loss and Termination Price, the Purchase Price, minimum rents, additional rents, percentage rents, deficiency rents, security deposits, room revenues and liquidated damages following default under the Leases, all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by damage to any part of the Premises, all of Assignor's rights to recover monetary amounts from the Project Company (as defined in the Finance Lease) in bankruptcy including, without limitation, rights of recovery for use and occupancy and damage claims arising out of Lease Events of Default, including rejection of the Leases) (all of the rights described above hereinafter collectively referred to as the "Rents").

THIS ASSIGNMENT is made for the purposes of securing:

A. The payment of the indebtedness evidenced by that certain First Amended and Restated Promissory Note dated as of the date hereof made by Assignor and the other Borrowers to the order of Lender in the principal sum of Four Hundred Twenty-Four Million Four Hundred Eighty-Two Thousand and 00/100 Dollars (\$424,482,000.00) (as the same may be amended, restated, extended or otherwise modified from time to time, in accordance with the Loan Agreement, the "Note"), and the other Obligations, which Obligations are secured by, among other things, that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing of even date herewith made by Assignor in favor of Lender (as amended, modified or supplemented from time to time, the "Mortgage"), covering the Premises.

B. The performance and discharge of each and every obligation, covenant and agreement of Assignor contained herein and in the other Loan Documents.

THIS ASSIGNMENT is made on the following terms, covenants and conditions:

1. Present Assignment. Assignor does hereby absolutely and unconditionally assign to Lender all of Assignor's right, title and interest the Leases and the Rents, it being intended by Assignor that this assignment constitute a present, absolute assignment and not an assignment for additional security only. Except as otherwise set forth in the Loan Agreement, such assignment to Lender shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any of the Leases or otherwise to impose any obligation upon Lender. Assignor agrees to execute and deliver to Lender such additional instruments, in form and substance reasonably satisfactory to Lender, as may hereinafter be requested by Lender to further evidence and confirm said assignment; provided that such additional instruments shall in no event conflict with the structure implemented for the Overall Transaction (as such term is defined in the Finance Lease) as in effect on the date hereof or be contrary to the principles and precepts of Islamic *Shari'ah*. Subject to the terms and conditions of the Finance Lease, Lender is hereby granted and assigned by Assignor the right to enter the Premises for the purpose of enforcing its interest in the Leases and the Rents, this Assignment constituting a present, absolute and unconditional assignment of the Leases and Rents. Nevertheless, subject to the terms of this paragraph, Lender grants to Assignor a revocable license to use, operate, maintain and manage the Premises and to collect the Rents so long as no Event of Default exists. Assignor shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Obligations, for

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use in the payment of such sums. Upon an Event of Default, the license granted to Assignor herein shall automatically be revoked, and Lender shall immediately be entitled to receive and apply all Rents, whether or not Lender enters upon and takes control of the Premises. Assignor hereby grants and assigns to Lender the right, at its option, upon the revocation of the license granted herein to enter upon the Premises in person, by agent or by court-appointed receiver to collect the Rents. Any Rents collected after the revocation of the license herein granted may be applied toward payment of the Obligations, subject to the terms of the Loan Agreement, in such priority and proportion as Lender, in its discretion, shall deem proper.

2. Remedies of Lender. During the existence of an Event of Default, Lender may, at its option, and to the extent permitted by applicable law, without waiving such Event of Default, without notice and without regard to the adequacy of the security for the Obligations, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Premises and have, hold, manage, lease and operate the Premises on such terms and for such period of time as Lender may deem proper and either with or without taking possession of the Premises in its own name, demand, sue for or otherwise collect and receive all Rents, 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 Lender and may apply the Rents to the payment of the following, in such order and proportion as Lender in its sole discretion may determine: (a) all expenses of managing and securing the Premises, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Lender may deem necessary or desirable and all expenses of operating and maintaining the Premises, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, premiums for all insurance which Lender may deem necessary or desirable, the cost of all alterations, renovations, repairs or replacements and all expenses incident to taking and retaining possession of the Premises and (b) the Obligations (including all reasonable costs and attorneys' fees). For purposes of Paragraphs 1 and 2 hereof, Assignor grants to Lender its irrevocable power of attorney, coupled with an interest, to take any and all of the aforementioned actions and any or all other actions designated by Lender for the proper management and preservation of the Premises. The exercise by Lender of the option granted it in this paragraph and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any Event of Default under any of the Loan Documents.

3. No Liability of Lender or Indemnified Parties. The Administrative Agent, each Lender, their respective successors, assigns and their respective shareholders, directors, officers, employees, and agents are each an "Indemnified Party" and are collectively referred to herein as the "Indemnified Parties." Neither Lender nor any other Indemnified Party shall be liable for any loss sustained by Assignor resulting from the failure of Lender or any other Indemnified Party to let the Premises after an Event of Default or from any other act or omission of Lender or any other Indemnified Party in managing the Premises after an Event of Default except to the extent resulting from the fraud, willful misconduct or gross negligence of an Indemnified Party. Neither Lender nor any other Indemnified Party shall be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment, and Assignor shall, and hereby agrees to, indemnify the Indemnified Parties for, and to hold the Indemnified Parties harmless from, any and all liability, loss or damage which may or might be

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incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against any Indemnified Party by reason of any alleged obligations and undertakings on its part to be performed or discharged with respect to any of the terms, covenants or agreements contained in the Leases (except to the extent same are caused by the fraud, gross negligence, or willful misconduct of any Indemnified Party or activities or events that occur after Lender has foreclosed, accepted a deed in lieu of foreclosure or otherwise acquired title to the Property or occur after such Borrower has been released from the Loan). Should any Indemnified Party incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and by the Loan Documents, and Assignor shall reimburse such Indemnified Party therefor immediately upon demand. Upon Assignor's failure to do so, such Indemnified Party may, at its option, exercise any and all remedies available to such Indemnified Party hereunder and under the other Loan Documents. This Assignment shall not operate to place any obligation or liability upon any Indemnified Party for the control, care, management or repair of the Premises or for the carrying out of any of the terms and conditions of the Leases, nor shall it operate to make any Indemnified Party responsible or liable for any waste committed on the Premises, including without limitation the presence of any Hazardous Substances, (as defined in the Environmental Agreement, which is defined in the Note) or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger, other than in respect of fraud, gross negligence or willful misconduct.

4. Notice to Lessees. Assignor hereby authorizes and directs the Project Company, upon receipt from Lender of written notice to the effect that Lender is then the holder of the Note and that an Event of Default exists thereunder or under the other Loan Documents, to pay over directly to Lender all Rents and to continue so to do until otherwise notified by Lender, without further notice or consent of Assignor and regardless of whether Lender has taken possession of the Premises, and Project Company may rely upon any written statement delivered by Lender to Project Company without any obligation or right to inquire as to whether such default actually exists and notwithstanding any notice from or claim of Assignor to the contrary. Assignor further agrees that it shall have no right to claim against Project Company for any such Rents so paid by Project Company to Lender and that Lender shall be entitled to collect, receive and retain all Rents regardless of when and to whom such Rents are and have been paid and regardless of the form or location of such Rents. Any such payment to Lender shall constitute payment to Assignor under the Leases, and Assignor appoints Lender as Assignor's lawful attorney-in-fact for giving, and Lender is hereby empowered to give, acquittances to any Lessee for such payment to Lender after an Event of Default. Any Rents held or received by Assignor after a written request from Lender to Project Company for the payment of Rents shall be held or received by Assignor as trustee for the benefit of Lender and the other Persons entitled thereto.

5. Other Security. Lender may take or release other security for the payment of the Obligations, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Obligations without prejudice to any of its rights under this Assignment.

6. Other Remedies. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed

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to be a waiver by Lender of its rights and remedies under the other Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Obligations and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

7. No Mortgagee in Possession. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender (except to the extent same are caused by the fraud, gross negligence, or willful misconduct of any Indemnified Party or activities or events that occur after Lender has foreclosed, accepted a deed in lieu of foreclosure or otherwise acquired title to the Property or occur after such Borrower has been released from the Loan), all such liability being expressly waived and released by Assignor.

8. No Oral Change. This Assignment may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Assignor or Lender, and all of the foregoing may be accomplished only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

9. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeable in singular or plural form and the word "Assignor" shall mean "each Assignor and any subsequent owner or owners of the Premises or any part thereof or any interest therein," the word "Lender" shall mean "Lender and any subsequent holder of the Note permitted in the Loan Agreement," the word "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, and any other entity and the words "Premises" shall include any portion of the Premises and any interest therein.

10. Non-Waiver. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Except to the extent that the same constitutes payment or performance of the Obligations, Assignor shall not be relieved of Assignor's obligations hereunder by reason of (a) failure of Lender to comply with any request of Assignor or any other party to take any action to enforce any of the provisions hereof or of the other Loan Documents, (b) the release, regardless of consideration, of the whole or any part of the Premises or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment or the other Loan Documents. Lender may resort for the payment of the Obligations to any other security held by Lender in such order and manner as Lender in its discretion may elect. Lender may take any action to recover the Obligations or any portion thereof or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative, and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

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11. Inapplicable Provisions. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

12. Counterparts. This Assignment may be executed in any number of counterparts each of which shall be deemed to be an original but all of which when taken together shall constitute one agreement.

13. GOVERNING LAW; JURISDICTION. THIS ASSIGNMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THE STATE OF NEW YORK AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT TO THIS ASSIGNMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE WHERE THE PREMISES IS LOCATED, EXCEPT THAT THE SECURITY INTERESTS IN ACCOUNT COLLATERAL SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK OR THE STATE WHERE THE SAME IS HELD, AT THE OPTION OF LENDER.

14. Successors and Assigns. Assignor may not assign its rights under this Assignment. Assignor hereby acknowledges and agrees that Lender may assign this Assignment in accordance with the provisions of the Loan Agreement. Subject to the foregoing, this Assignment shall be binding upon, and shall inure to the benefit of, Assignor and Lender and their respective successors and assigns.

15. Termination of Assignment. Upon payment in full of the Obligations without further act or deed, this Assignment shall become and be void and of no effect. Notwithstanding the foregoing, Lender, agrees to execute and deliver such satisfaction, release or discharge and to record such satisfaction, release or discharge (at Assignor's sole cost and expense) as the Assignor may reasonably request.

16. Waiver of Right to Trial by Jury. EACH OF ASSIGNOR AND LENDER HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS ASSIGNMENT OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING HEREUNDER. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH OF ASSIGNOR AND LENDER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH OF ASSIGNOR AND LENDER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY ASSIGNOR AND LENDER.

17. CONSENT TO JURISDICTION. EACH OF ASSIGNOR AND LENDER HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT

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LOCATED WITHIN THE COUNTY OF NEW YORK, STATE OF NEW YORK OR WITHIN THE COUNTY AND STATE IN WHICH EACH PREMISES IS LOCATED AND IRREVOCABLY AGREES THAT, SUBJECT TO LENDER'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE OTHER PROJECT DOCUMENTS SHALL BE LITIGATED IN SUCH COURTS. EACH OF ASSIGNOR AND LENDER ACCEPTS FOR ITSELF AND IN CONNECTION WITH THE PREMISES, GENERALLY AND UNCONDITIONALLY, THE NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS ASSIGNMENT OR ANY OBLIGATION HEREUNDER. EACH OF ASSIGNOR AND LENDER HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY THE OTHER IN ANY OF SUCH COURTS, AND HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO ASSIGNOR OR LENDER AS APPROPRIATE, AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO THE FINANCE LEASE. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF THE OTHER TO BRING PROCEEDINGS AGAINST THE OTHER IN THE COURTS OF ANY OTHER JURISDICTION. NOTWITHSTANDING THE FOREGOING, VENUE SHALL LIE IN THE COURTS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED TO THE EXTENT REQUIRED BY ILLINOIS LAW.

18. Limitation of Liability. The provisions of Article XII of the Loan Agreement are hereby incorporated by reference into this Assignment to the same extent and with the same force as if fully set forth herein.

19. Supremacy of Loan Agreement. If any term, condition or provision of this Assignment shall be inconsistent with any term, condition or provision of the Loan Agreement, then the Loan Agreement shall control.

THIS ASSIGNMENT shall inure to the benefit of Lender and any subsequent holder of the Note and shall be binding upon Assignor, and Assignor's heirs, executors, administrators, successors and assigns and any subsequent owner of the Premises.

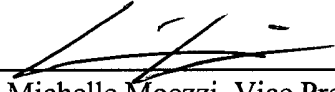
[Signature Page Follows]

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IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

**ASSIGNOR:**


**SB ARLINGTON FUNDING COMPANY, INC.,**  
a corporation incorporated under the laws of the  
State of Delaware, United States of America

By:   
Michelle Moezzi, Vice President

STATE OF )  
                  )  
COUNTY OF )

I, John M. Demilt, a Notary Public in and for the said State, DO HEREBY CERTIFY that Michelle Moezzi, as Vice President of SB Arlington Funding Company, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President of said corporation, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act of said corporation for uses and purposes set forth therein.

Given under my hand and notarial seal this 10 day of June, 2005.

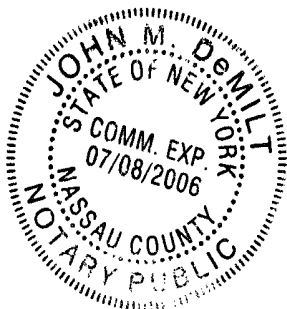
  
Notary Public – Printed

My Commission Expires:

My County of Residence is:

\_\_\_\_\_

\_\_\_\_\_



JOHN M. DEMILT  
Notary Public, State of New York  
No. 02DE6002207  
Qualified in Nassau County  
Commission Expires July 8 2006



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## EXHIBIT A

### LEGAL DESCRIPTION ARLINGTON HEIGHTS, IL

THE LAND REFERRED TO IN THIS POLICY IS IN THE STATE OF ILLINOIS, COUNTY OF COOK AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 3

(EXCEPTING THEREFROM THAT PART OF LOT 3 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTHEASTERLY ALONG A 2541.29 FOOT RADIUS CURVE, BEING ALSO THE NORTHERLY LINE OF SAID LOT 3, THE CENTER OF CIRCLE OF SAID CURVE BEARS ON AN ASSUMED BEARING OF NORTH 47 DEGREES 58 MINUTES-18 SECONDS EAST FROM SAID POINT, CENTRAL ANGLE 2 DEGREES 12 MINUTES 20 SECONDS, 97.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CURVE CONCAVE TO THE NORTHEAST RADIUS 2541.29 FEET, CENTRAL ANGLE 11 DEGREES 26. MINUTES 54 SECONDS, 507.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY ALONG A 30.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, CENTRAL ANGLE 55 DEGREES 04 MINUTES 09 SECONDS, 28.83 FEET TO A POINT ON A 2551.07 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 35 DEGREES 00 MINUTE 05 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE, RADIUS 2551.07 FEET, CENTRAL ANGLE 8 DEGREES 26 MINUTES 03 SECONDS, 375.52 FEET TO A POINT ON A 2546.12 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 42 DEGREES 14 MINUTES 05 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE, RADIUS 2546.12 FEET, CENTRAL ANGLE 2 DEGREES 18 MINUTES .00 SECOND, 102.21 FEET; THENCE NORTH 40 DEGREES 00 MINUTE 33 SECONDS WEST 56.36 FEET TO THE POINT OF BEGINNING).

IN ARLINGTON PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN URBS-SCHMITT AND KEPPEL INCORPORATED, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 3, 1979 AND KNOWN AS TRUST NUMBER 47058 AND OTHERS, DATED AUGUST 2, 1979 AND RECORDED OCTOBER 1, 1979 AS DOCUMENT 25171074 AND FILED OCTOBER 1, 1979 AS DOCUMENT LR. 3121973 AND AS AMENDED BY INSTRUMENT RECORDED JUNE

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4, 1981 AS DOCUMENT 25893428 AND FILED AS DOCUMENT LR. 3218008 FOR INGRESS AND EGRESS IN PART OF ARLINGTON PLACE SUBDIVISION AND TEULACH'S SUBDIVISION AS DELINEATED IN SAID AGREEMENT, IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AMENDED AND RESTATED EASEMENT AND OPERATING AGREEMENT AND GRANT OF EASEMENTS BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 45170, AND AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 52304, SAID AGREEMENT BEING DATED FEBRUARY 1, 1983 AND RECORDED MARCH 7, 1983 AS DOCUMENT 26527048 AND FILED MARCH 7, 1983 AS DOCUMENT LR. 3296792, OVER, UPON AND ACROSS LOT 1 FOR THE PURPOSE OF USING AND GAINING ACCESS TO A SURFACE WATER DETENTION/RETENTION POND LOCATED IMMEDIATELY EAST OF THE WESTERNMOST LINE OF LOT 1 IN ARLINGTON PLACE SUBDIVISION AFORESAID, AS SHOWN ON DRAWING ATTACHED AS EXHIBIT "A" TO EASEMENT AND OPERATING AGREEMENT DATED DECEMBER 1, 1979 AND RECORDED JANUARY 4, 1980 AS DOCUMENT 25306989 AND FILED JANUARY 4, 1980 AS DOCUMENT LR. 3139276 AND ALSO OVER, UPON AND ACROSS LOT 2 IN ARLINGTON PLACE SUBDIVISION AFORESAID FOR THE PURPOSE OF GAINING ACCESS TO SAID POND LOCATED ON SAID LOT 1 AS SHOWN ON DRAWING ATTACHED AS EXHIBIT "A" TO THE AFORESAID AMENDED AND RESTATED EASEMENT AND OPERATING AGREEMENT AND GRANT OF EASEMENTS IDENTIFIED ABOVE, IN COOK COUNTY, ILLINOIS.

## PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENT DATED FEBRUARY 1, 1983 AND RECORDED MARCH 7, 1983 AS DOCUMENT 26527049 AND FILED MARCH 7, 1983 AS DOCUMENT LR. 3296793 BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 47058, AND AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 52304, OVER, UPON AND ACROSS THAT PART OF LOT 2 IN ARLINGTON PLACE SUBDIVISION AFORESAID AS DEPICTED ON EXHIBIT "A", FOR CONSTRUCTING, RUNNING, MAINTAINING AND REPAIRING SANITARY SEWER LINES AND PIPES, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS:  
95 ALGONQUIN ROAD  
ARLINGTON HEIGHTS, ILLINOIS

PIN: 08-16-200-103-0000