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Date: 07/27/2005 11:51 AM Pg: 1 of 13

PREPARED BY AND MAIL TO:

MAYER BROWN ROWE & MAW LLP
JACK EDELBROCK
71 S. WACKER
CHICAGO, ILLINOIS 60606

SUBORDINATION, NON-DISTURBANCE AND ATTORMENT AGREEMENT

PROPERTY ADDRESS: 705 MAPLE AVENUE
700 MAPLE AVENUE
900 CHURCH STREET
1720 BENSON
EVANSTON, ILLINOIS

PINS: 11-18-117-004-0000
11-18-117-009-0000
11-18-125-014-0000
11-18-125-015-0000
11-18-125-016-0000
11-18-303-013-0000

Box 400-CTCC

13/2/05

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

STATE OF ILLINOIS

§

COUNTY OF COOK

§

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THIS AGREEMENT is entered into this 23rd day of June, 2005, by and between BRINKER RESTAURANT CORPORATION, a Delaware corporation, hereinafter called "Tenant", and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, its successors and assigns, hereinafter called "Lender".

RECITALS:

WHEREAS, Tenant is the Tenant under that certain Lease Agreement (together with any amendments thereto, the "Lease") dated July 11, 2002, between Tenant and Church Street Plaza, LLC, an Illinois limited liability company ("Borrower"), as landlord, covering certain real property consisting of approximately 5,800 rentable square feet located at 1765 Maple Avenue, in the City of Evanston, the County of Cook, State of Illinois ("Premises"). The Premises constitute part of a shopping center locally known as Church Street Plaza and more particularly described on Exhibit A attached hereto and made a part hereof (the "Center").

WHEREAS, Borrower has requested Lender to make a mortgage loan secured by a deed of trust from Borrower to Lender (the "Mortgage"), covering the Center (including the Premises).

WHEREAS, Lender is willing to make the requested mortgage loan, provided Tenant executes this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and in order for Lender to make the mortgage loan, Tenant and Lender hereby agree and covenant as follows:

1. The Lease and the estate conveyed thereby are and shall at all times continue to be subject and subordinate in all respects to the Mortgage and to all renewals, modifications and extensions thereof, subject to the terms and conditions hereinafter set forth in this Agreement.

2. So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the other terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession under the Lease and Tenant's rights and privileges thereunder or under any extensions or renewals thereof which may be effected in accordance with any option therefor contained in the Lease, shall not be diminished or interfered with by Lender under any circumstances and Tenant's occupancy shall not be disturbed by Lender during the term of the Lease or any extensions or

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renewals thereof. Lender will be bound by the terms of the Lease, and will not join Tenant as a party defendant in any foreclosure proceeding taken by Lender.

3. If the interests of Borrower shall be acquired by Lender by reason of foreclosure of the Mortgage or other proceedings brought to enforce the rights of the holder of the Mortgage, by deed in lieu of foreclosure or by any other method and Lender succeeds to the interests of Borrower under the Lease, the Lease and the rights of Tenant thereunder shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the terms of the Lease. Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefore contained in the Lease, with the same force and effect as if Lender were the landlord under the Lease and Tenant does hereby attorn to Lender, as its landlord, said attornment to be effective and self-operative without the execution of any other instruments on the part of either party hereto, immediately upon Lender's succeeding to the interest of Borrower under the Lease, provided, however, that Tenant shall be under no obligation to pay rent to Lender until Tenant receives written notice from Lender that it has succeeded to the interests of Borrower under the Lease. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any extensions or renewals, shall be and are the same as now set forth in the Lease, it being the intention of the parties hereto for this purpose to incorporate the Lease into this Agreement by reference, with the same force and effect as if set forth at length herein.

4. If Lender shall succeed to the interests of Borrower under the Lease, Lender shall be bound to Tenant under all of the terms, covenants and conditions of the Lease and Tenant shall have the same remedies against Lender for the breach of any agreement contained in the Lease that Tenant might have had under the Lease against Borrower if Lender had not succeeded to the interests of Borrower; provided further, however, that Lender shall not be:

- (a) Liable for any act or omission of any prior landlord (including Borrower);
- or
- (b) Bound by any rent or additional rent which Tenant might have paid for more than one (1) month in advance to any prior landlord (including Borrower); or
- (c) Bound by any amendment or modification of the Lease made without Lender's consent; provided, however, that Borrower and Tenant may, without Lender's consent, make non-material amendments to the Lease, but in no event shall such amendments decrease the size or configuration of the Premises, term of the Lease, amount or frequency of rental payments or any other financial obligations of either party thereunder.

5. This Agreement may not be modified orally or in any other manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. Tenant further agrees to send to Lender copies of those notices given to Borrower pursuant to the terms of the aforesaid Lease which relate to Borrower's or Tenant's default, insurance, casualty and condemnation matters at the same time such notice is given to Borrower. Any notice,

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election, communication, request or other document or demand required or permitted under this Agreement shall be in writing and shall be deemed delivered on the earlier to occur of (a) receipt or (b) the date of delivery, refusal or non-delivery indicated on the return receipt, if deposited in a United States Postal Service Depository, postage prepaid, sent certified or registered mail, return receipt requested, or if sent via a recognized commercial courier service providing for a receipt, addressed to Tenant or Lender, as the case may be, at the following addresses:

If to Tenant:

Brinker Restaurant Corporation
6820 LBJ Freeway
Dallas, Texas 75240
Attention: General Counsel (CH0859)

If to Lender:

LaSalle Bank National Association
135 S. LaSalle, 12th Floor
Chicago, Illinois 60603
Attention: Real Estate Capital Markets

If to Borrower:

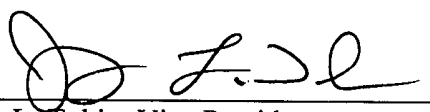
Church Street Plaza, LLC
900 Clark Street
Evanston, IL 60201

6. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors and assigns, it being expressly understood that all references herein to Lender shall be deemed to include not only Lender, but also its successors and assigns.

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

TENANT:

BRINKER RESTAURANT CORPORATION,
a Delaware corporation

By: 
Jay L. Tobin, Vice President

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LENDER:

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association

By: *Randy P. Martin*
Name: RANDY P. MARTIN
Title: Managing Director

BORROWER:

CHURCH STREET PLAZA, LLC,
an Illinois limited liability company
by: AHC Management, Inc., its MANAGER

By: *Bruce Reid*
Name: BRUCE REID
Title: EV P

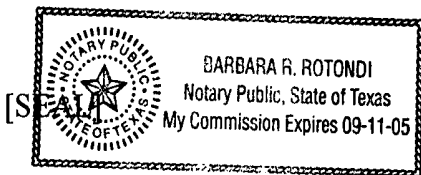
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ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF DALLAS §

I, BARBARA R. ROTONDI, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that JAY L. TOBIN, Vice President of BRINKER RESTAURANT CORPORATION, a Delaware corporation, who is 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 his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of June, 2005.



Barbara R. Rotondi
Notary Public in and for the State of Texas

My Commission Expires: 9-11-05

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STATE OF Illinois §

COUNTY OF Cook § Viviana Quintero

I, Randy P. Martin a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Randy P. Martin, Managing Director of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, who is 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/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of July, 2005.



[SEAL]

Viviana Quintero
Notary Public in and for the
State of Illinois

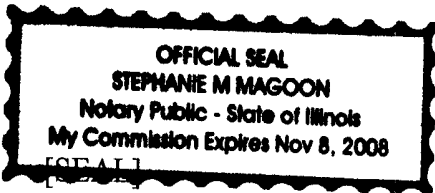
My Commission Expires: 04/28/08

STATE OF IL §

COUNTY OF Cook §

I, Stephanie M. Magoon, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Bruce A. Reid, of CHURCH STREET PLAZA, LLC, an Illinois limited liability company, who is 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/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6 day of July, 2005.



[SEAL]

Stephanie M. Magoon
Notary Public in and for the
State of Illinois

My Commission Expires: 08 NOV 2008

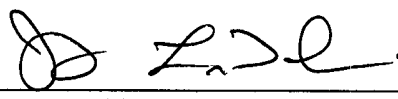
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CONSENT OF GUARANTOR

BRINKER INTERNATIONAL, INC., a Delaware corporation, as the Guarantor of Tenant's obligations under the Lease, joins in the execution hereof to evidence its consent to the provisions above and its agreement that, so long as Tenant shall be required to attorn to Lender or any other party pursuant to the provisions above, the Guaranty of the Lease shall survive and continue in favor of the party to whom Tenant must attorn.

GUARANTOR:

BRINKER INTERNATIONAL, INC.,
a Delaware corporation

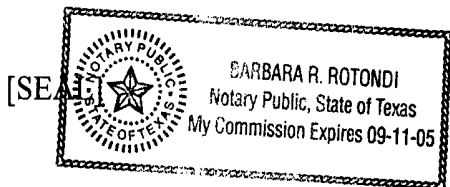
By: 
Jay L. Tobin, Vice President

STATE OF TEXAS §

COUNTY OF DALLAS §

I, BARBARA R. ROTONDI, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that JAY L. TOBIN, Vice President of BRINKER INTERNATIONAL, INC., a Delaware corporation, who is 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 his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of June, 2005.



Barbara R. Rotondi
Notary Public in and for the State of Texas

My Commission Expires: 9-11-05

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PARCEL A:

FEE PARCEL 1:

LOT 1 IN CHURCH MAPLE SECOND RESUBDIVISION, BEING A RESUBDIVISION OF PART OF CHURCH MAPLE RESUBDIVISION RECORDED JUNE 2, 1999 AS DOCUMENT NO. 99528041 AND ALSO PART OF CHURCH MAPLE FIRST RESUBDIVISION RECORDED OCTOBER 2, 2000 AS DOCUMENT 00766687, BEING IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 22, 2001 AS DOCUMENT NO. 0010548879 ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL 2:

EASEMENTS FOR THE BENEFIT OF THAT PART OF PARCEL 1 FALLING WITHIN LOT 1 IN FINAL PLAT OF CHURCH MAPLE FIRST RESUBDIVISION RECORDED OCTOBER 2, 2000 AS DOCUMENT 00766687 IN COOK COUNTY, ILLINOIS AS DESCRIBED IN THE MINI-ANCHOR PARCEL EASEMENT AGREEMENT DATED OCTOBER 12, 2000, RECORDED OCTOBER 27, 2000 AS DOCUMENT 00847577 AND ADDENDUM TO MINI-ANCHOR PARCEL EASEMENT AGREEMENT DATED AUGUST 13, 2002 AND RECORDED AUGUST 27, 2002 AS DOCUMENT 0020941069 MADE BY AND BETWEEN THE CITY OF EVANSTON AND CHURCH STREET PLAZA, LLC AN ILLINOIS LIMITED LIABILITY COMPANY OVER THE FOLLOWING DESCRIBED LAND:

LOT 2 IN FINAL PLAT OF CHURCH MAPLE FIRST RESUBDIVISION RECORDED OCTOBER 2, 2000 AS DOCUMENT 00766687, BEING A RESUBDIVISION OF LOT 2 IN CHURCH MAPLE RESUBDIVISION, BEING A RESUBDIVISION OF PART OF DEMPSTER'S SUBDIVISION OF BLOCK 66 OF THE VILLAGE OF EVANSTON, COOK COUNTY, ILLINOIS; PART OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY (FORMERLY CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY); PART OF BLOCK 18 IN THE VILLAGE OF EVANSTON; ALL OF BLOCKS 2 AND 3 IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS; AND PART OF VACATED CLARK STREET AND EAST RAILROAD AVENUE; BEING IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF EVANSTON, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 2, 1999 AS DOCUMENT 99528041, ALL IN COOK COUNTY, ILLINOIS, DEFINED AS THE "CITY PROPERTY", FOR THE FOLLOWING PURPOSES:

(a) FOR THE CONSTRUCTION, INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION OF THE MINI-ANCHOR IMPROVEMENTS IN THE AIR SPACE ABOVE THE "CITY PROPERTY".

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(b) FOR THE CONSTRUCTION, INSTALLATION, INSPECTION, REPAIR, REPLACEMENT AND OPERATION OF PEDESTRIAN AND VEHICULAR ACCESS WAYS AND PARKING AREAS AND LOADING DOCKS UPON THE "CITY PROPERTY".

(c) FOR THE USE OF PEDESTRIAN AND VEHICULAR ACCESS WAYS AND PARKING AREAS AND LOADING DOCKS LOCATED FROM TIME TO TIME ON THE "CITY PROPERTY".

(d) FOR USE OF THE "CITY PROPERTY" FOR THE CONSTRUCTION, USE, INSPECTION, MAINTENANCE, REPAIR AND REPLACEMENT OF FOOTINGS, FOUNDATIONS AND COLUMNS SUPPORTING THE MINI-ANCHOR IMPROVEMENTS CONSTRUCTED WITHIN THE AIR SPACE PARCEL.

(e) FOR ENTRY UPON, ABOVE AND BELOW AND FOR INGRESS AND EGRESS THROUGH THE "CITY PROPERTY" WITH MEN, MATERIALS AND EQUIPMENT TO THE EXTENT REASONABLY NECESSARY IN THE PERFORMANCE OF THE CONSTRUCTION, INSTALLATION, MAINTENANCE, INSPECTION, TESTING, REPAIR AND REPLACEMENT OF THE MINI-ANCHOR IMPROVEMENTS WITHIN THE AIR SPACE PARCEL, THE FOOTINGS, FOUNDATIONS AND COLUMNS LOCATED WITHIN THE "CITY PROPERTY" WHICH PROVIDE STRUCTURAL SUPPORT FOR THE MINI-ANCHOR IMPROVEMENTS, THE PEDESTRIAN AND VEHICULAR ACCESS WAYS LOCATED UPON THE "CITY PROPERTY" AND THE PARKING AREAS LOCATED UPON THE "CITY PROPERTY".

(f) FOR THE CONSTRUCTION, INSTALLATION, USE, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF PAVING, PAVERS, CURBS, GUTTERS, LIGHTING, STORM WATER CATCH BASIN FACILITIES, UNDERGROUND PIPES AND OTHER SIMILAR OR RELATED FACILITIES NECESSARY FOR DRAINAGE OF STORM WATER AS NECESSARY TO EFFECTUATE THE INTENT OF THE AFOREMENTIONED EASEMENTS.

LEASE PARCEL 3:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS:

THE LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: THE CITY OF EVANSTON, A MUNICIPAL CORPORATION, AS LESSOR, AND CHURCH STREET PLAZA, LLC, AS LESSEE, DATED OCTOBER 12, 2000 A COPY OF WHICH LEASE WAS RECORDED OCTOBER 27, 2000 AS DOCUMENT 00847578, WHICH LEASE DEMISES THE FOLLOWING PORTIONS OF THE LAND:

SUFFICIENT PARKING SPACES TO COMPLY WITH THE CITY OF EVANSTON'S ZONING ORDINANCE, AS THAT ORDINANCE MAY BE MODIFIED FROM TIME TO TIME FOR THE BENEFIT OF THE TENANT'S REAL ESTATE, AS IMPROVED AND AS LEGALLY DESCRIBED ON EXHIBIT A TO SAID LEASE, HOWEVER, SAID SPACES WHEN COMBINED WITH THE SPACES LEASED BY THE CITY FOR THE MAIN

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PAVILION RETAIL UNDER RESOLUTION NO. 36-R-99 SHALL NOT EXCEED 341. THE SPACES SHALL BE UNASSIGNED AND UNRESERVED AUTOMOBILE PARKING SPACES AND SHALL BE LOCATED AT THE PLANNED NEW PUBLIC PARKING GARAGE (AS DEFINED IN SAID LEASE) LOCATED ON THE REAL ESTATE LEGALLY DESCRIBED ON EXHIBIT B TO SAID LEASE. TENANT SHALL HAVE, AS APPURTENANT TO THE SPACES, RIGHTS TO USE IN COMMON: {A} THE COMMON LOBBIES, CORRIDORS, STAIRWAYS, STAIRWELLS, ESCALATORS AND ELEVATORS OF THE GARAGE IN COMMON WITH OTHERS AND {B} COMMON WALKWAYS, PARKING AREAS AND DRIVEWAYS NECESSARY FOR COMMON INGRESS AND EGRESS TO THE GARAGE LAND FOR A TERM OF YEARS BEGINNING ON THE DATE THE LAND DESCRIBED AS PARCEL 1 IS TRANSFERRED BY THE CITY PURSUANT TO PARAGRAPH 7 OF THE REDEVELOPMENT AGREEMENT AND SHALL EXPIRE ON THE FORTIETH ANNIVERSARY OF THE OPENING FOR BUSINESS OF THE IMPROVEMENTS CONSTRUCTED ON THE LAND DESCRIBED AS PARCEL 1.

(MAPLE AVENUE GARAGE)

LOT 4 IN CHURCH MAPLE RESUBDIVISION, BEING A RESUBDIVISION OF PART OF DEMPSTER'S SUBDIVISION OF BLOCK 66 OF THE VILLAGE OF EVANSTON, COOK COUNTY, ILLINOIS; PART OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY (FORMERLY CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY); PART OF BLOCK 18 IN THE VILLAGE OF EVANSTON; ALL OF BLOCKS 2 AND 3 IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS; AND PART OF VACATED CLARK STREET AND EAST RAILROAD AVENUE; BEING IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF EVANSTON, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 2, 1999 AS DOCUMENT 99528041, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL 4:

NON-EXCLUSIVE EASEMENTS APPURTENANT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS SET FORTH IN THE EASEMENT AND OPERATING AGREEMENT DATED AUGUST 20, 2001 AND RECORDED AUGUST 23, 2001 AS DOCUMENT 0010778595 MADE BY OPTIMA MAPLE EVANSTON LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP AND CHURCH STREET PLAZA, LLC OVER THE LAND DESCRIBED THEREIN.

PARCEL B:

FEE PARCEL 5:

LOT 1 IN DAVIS CHURCH SECOND RESUBDIVISION BEING A RESUBDIVISION OF LOT 1 IN DAVIS CHURCH RESUBDIVISION RECORDED OCTOBER 2, 2000 AS DOCUMENT NUMBER 00766688, IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN

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CITY OF EVANSTON, ACCORDING TO THE PLAT OF DAVIS CHURCH SECOND RESUBDIVISION RECORDED APRIL 12, 2002 AS DOCUMENT NUMBER 0020426116, IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL 6:

NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS AND UTILITIES AS DISCLOSED BY EASEMENT AND OPERATING AGREEMENT DATED APRIL 11, 2002 AND RECORDED APRIL 12, 2002 AS DOCUMENT NUMBER 0020426117 AND AMENDED AND RE-STATED EASEMENT AND OPERATING AGREEMENT RECORDED APRIL 12, 2002 AS DOCUMENT 0020426632 MADE BY AND BETWEEN DAVIS CHURCH OFFICE DEVELOPMENT, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY AND CHURCH STREET PLAZA, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY.

LEASE PARCEL 7:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS:

THE LEASEHOLD ESTATE, CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: THE CITY OF EVANSTON, A MUNICIPAL CORPORATION, AS LESSOR, AND CHURCH STREET PLAZA, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSEE, DATED MARCH 19, 2002, WHICH LEASE WAS RECORDED APRIL 12, 2002 AS DOCUMENT 0020426633, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING MARCH 19, 2002 AND ENDING ON THE FORTIETH (40TH) ANNIVERSARY OF THE COMMENCEMENT DATE:

(MAPLE AVENUE GARAGE)

LOT 4 IN CHURCH MAPLE RESUBDIVISION, BEING A RESUBDIVISION OF PART OF DEMPSTER'S SUBDIVISION OF BLOCK 66 OF THE VILLAGE (NOW CITY) OF EVANSTON, COOK COUNTY, ILLINOIS; PART OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY (FORMERLY CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY); PART OF BLOCK 18 IN THE VILLAGE OF EVANSTON; ALL OF BLOCKS 2 AND 3 IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS; AND PART OF VACATED CLARK STREET AND EAST RAILROAD AVENUE; BEING IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF EVANSTON, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 2, 1999 AS DOCUMENT 99528041, ALL IN COOK COUNTY, ILLINOIS

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PARCEL C:

FEE PARCEL 8:

LOT 1 IN CHURCH MAPLE RESUBDIVISION, BEING A RESUBDIVISION OF PART OF DEMPSTER'S SUBDIVISION OF BLOCK 66 OF THE VILLAGE OF EVANSTON, COOK COUNTY, ILLINOIS; PART OF THE CHICAGO AND NORTH WESTERN RAILROAD RIGHT OF WAY (FORMERLY CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY); PART OF BLOCK 18 IN THE VILLAGE OF EVANSTON; ALL OF BLOCKS 2 AND 3 IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS; AND PART OF VACATED CLARK STREET AND EAST RAILROAD AVENUE; BEING IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF EVANSTON, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 2, 1999 AS DOCUMENT 99528041, ALL IN COOK COUNTY, ILLINOIS.

FEE PARCEL 9:

FROM THE SOUTH LINE OF CLARK STREET TO THE NORTH LINE OF CHURCH STREET, A STRIP OF LAND 5 FEET WIDE DESCRIBED AS FOLLOWS:

THE WEST 5 FEET OF THE EAST 100 FEET OF LOTS 1, 2, 3, 4, 5 AND 6 IN BLOCK 18 IN THE VILLAGE OF EVANSTON, IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LEASE PARCEL 10:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS:

THE LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASES, EXECUTED BY: THE CITY OF EVANSTON, A MUNICIPAL CORPORATION, AS LESSOR, AND CHURCH STREET PLAZA, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSEE, DATED JUNE 8, 1999, A MEMORANDUM OF WHICH WAS RECORDED DECEMBER 22, 2003 AS DOCUMENT 033650053, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERMS OF 40 YEARS FROM THE COMMENCEMENT DATE AS DEFINED IN SAID LEASE:

(MAPLE AVENUE GARAGE)

LOT 4 IN CHURCH MAPLE RESUBDIVISION, BEING A RESUBDIVISION OF PART OF DEMPSTER'S SUBDIVISION OF BLOCK 66 OF THE VILLAGE (NOW CITY) OF EVANSTON, COOK COUNTY, ILLINOIS; PART OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY (FORMERLY CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY); PART OF BLOCK 18 IN THE VILLAGE OF EVANSTON; ALL OF BLOCKS 2 AND 3 IN CIRCUIT COURT SUBDIVISION IN

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EVANSTON, COOK COUNTY, ILLINOIS; PART OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY (FORMERLY CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY); PART OF BLOCK 18 IN THE VILLAGE OF EVANSTON; ALL OF BLOCKS 2 AND 3 IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS; AND PART OF VACATED CLARK STREET AND EAST RAILROAD AVENUE; BEING IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF EVANSTON, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 2, 1999 AS DOCUMENT 99528041, ALL IN COOK COUNTY.

LEASE PARCEL 11:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS:

THE LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE GROUND LEASE, EXECUTED BY: CHICAGO TRANSIT AUTHORITY, A MUNICIPAL CORPORATION, AS LESSOR, AND CITY OF EVANSTON, A MUNICIPAL CORPORATION, DATED SEPTEMBER 15, 1999; THE ASSIGNMENT AND ASSUMPTION AGREEMENT DATED DECEMBER 21, 1999 BETWEEN THE CITY OF EVANSTON AND CHURCH STREET PLAZA, L.L.C.; AND THE FIRST AMENDMENT TO GROUND LEASE BETWEEN CHICAGO TRANSIT AUTHORITY, A MUNICIPAL CORPORATION, AS LESSOR, AND CHURCH STREET PLAZA, LLC, AS TENANT, AS LESSEE/ASSIGNEE WHICH MEMORANDUM OF LEASE WAS RECORDED _____ AS DOCUMENT 15208021166, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING SEPTEMBER 18, 1999 AND ENDING NOVEMBER 17, 2019:

FROM THE SOUTH LINE OF CLARK STREET TO THE NORTH LINE OF CHURCH STREET, A STRIP OF LAND FEET WIDE DESCRIBED AS FOLLOWS:

THE EAST 30 FEET OF THE WEST 35 FEET OF THE EAST 100 FEET OF LOTS 1, 2, 3, 4, 5, AND 6 IN BLOCK 18 IN THE VILLAGE OF EVANSTON, IN THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

TAX NOS: 11-18-117-004; -009; 11-18-125-014; -015;
016; 11-18-303-013

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EVANSTON
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