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Doc#: 0522727036 Fee: \$52.50
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 08/15/2005 10:50 AM Pg: 1 of 15

SUBORDINATION OF LEASE AGREEMENT

This Agreement is entered into as of July 25, 2005 between Marquette Bank ("Bank"), Marquette Bank not personally but as Trustee under a Trust Agreement dated May 5, 1989 and known as Trust No. 12116 ("Trustee"), 43-44-45 Building Partnership, an Illinois building partnership ("Partnership") and II In One Contractors, Inc., II In One Rebar, Inc., II In One Contractors, Inc./ II In One Rebar, Inc. Joint Venture (hereinafter individually and collectively referred to as "Tenant"). Trustee and Partnership shall hereinafter be collectively referred to as "Landlord" unless otherwise specifically identified herein.

RECITALS:

A. Trustee is the record title holder of the real estate and improvements legally described on attached Exhibit A ("Premises").

B. Tenant has requested and Bank has granted loans to Tenant

C. Tenant has executed and delivered to Bank promissory notes evidencing Tenant's loans from the Bank (hereinafter collectively referred to as "Notes")

D. The loans granted to Tenant by Bank are evidenced by those Notes and are secured in part by a Mortgage ("Mortgage") creating liens and encumbrances upon the Premises and an Assignment of Rents ("Assignment").

E. The Notes, the Mortgage, the Assignment, all future promissory notes, mortgages, assignments of rents, indemnification agreements, subordination agreements and other agreements entered into between the Landlord and/or Tenant and the Bank evidencing any and all future borrowings of Tenant from the Bank and/or relating to all future borrowings of Tenant from the Bank together with any and all restatements, extensions, renewals, modifications,

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amendments, substitutions and refinancings thereof of any of the foregoing shall hereinafter be collectively referred to as "Financing Documents" unless otherwise specifically identified herein.

F. Landlord has entered into a written lease with Tenant for the Premises which, together with any and all other oral leases, written leases, leases and tenancies arising by operation of law or otherwise between Landlord and Tenant and any and all amendments, modifications, extensions, renewals and substitutions thereof shall hereinafter be collectively referred to as "Lease".

G. Bank would not extend any credit to Tenant unless Tenant agrees to this full Subordination of its Lease and its rights thereunder.

NOW, THEREFORE, in consideration of any loans, extensions of credit or financial accommodations heretofore, now or hereafter granted to Landlord by Bank and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Recitals above are hereby incorporated by reference and made a part hereof as though fully set forth herein.

2. The Lease and any extensions, renewals, replacements, new leases, or modifications thereof, and all of the right, title and interest of Tenant in and to said Premises are and shall be subject and subordinate to the Financing Documents and to all of the terms and conditions contained therein, and to any renewals, modifications, replacements, consolidations and extensions thereof; and

3. Tenant consents to the Financing Documents and, in the event of the commencement of any proceeding of foreclosure of any of said Financing Documents, or in the event Bank comes into possession or acquires title to the Premises as a result of the enforcement of foreclosure of the Financing Documents or by deed in lieu of foreclosure or as a result of any other means Tenant agrees that Bank, at its option and in its sole discretion, may terminate the Lease and dispossess Tenant from the Premises.

4. In the event Bank exercises its option to terminate the Lease and dispossess Tenant from the Premises, Tenant's right to possession of the Premises and Tenant's right to remain in quiet and peaceful possession of the Premises throughout the full term of the Lease shall terminate at 12:01 a.m. on the fifteenth (15th) day after the Notice of Termination of the Lease is served upon Tenant by Bank. For purposes hereof, service of the Notice of Termination of the Lease may be made by Bank in any of the following manners:

(a) Upon the mailing of the Notice of the Termination of the Lease to Tenant by U.S. Mail postage pre-paid, certified mail, return receipt requested addressed to the following:

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II In One Contractors, Inc.
4344 W. 45th Street
Chicago, Illinois 60632
Attention: Oliver B. Fifer

(b) By attaching the Notice of the Termination of the Lease to the front entrance way of the Premises and upon the mailing of the Notice of the Termination of the Lease to Tenant by U.S. Mail postage pre-paid, certified mail, return receipt requested addressed to the following:

II In One Contractors, Inc.
4344 W. 45th Street
Chicago, Illinois 60632
Attention: Oliver B. Fifer

Notices shall (except as otherwise provide herein) be effective (i) if given by mail,, on the third Business Day after such communication is deposited in the mail, addressed as above provided (ii) if given by hand delivery, when delivered at the address provided above, and (iii) by attaching the Notice of the Termination of the Lease to the front entrance way of the Premises.

The verification of the service of the Notice of Termination of the Lease by Bank shall be conclusive evidence of the service of the Notice of Termination of the Lease.

5. Regardless of any term, provision, condition, covenant, representation or warranty contained in the Lease, Bank shall not at any time be liable to Tenant for any amounts due Tenant as a result of the Termination of the Lease, whether provided for by the Lease, operation of law, applicable law or otherwise, including but not limited to actual, special, compensatory or consequential damages. Tenant waives and releases Bank from any and all rights, claims, demands, actions or causes of action, which Tenant may have against Bank as a result of the Termination of the Lease by Bank whether such right, claim, demand, action or cause of action arises as a result of any term, provision, condition, representation or warranty contained in the Lease or by operation of law or by applicable law.

6. In the event Tenant fails to voluntarily surrender possession of the Premises to Bank upon Termination of the Lease by Bank, Tenant agrees to pay to Bank all costs and expenses, including but not limited to attorneys' and paralegal fees incurred by Bank in any action commenced by Bank to dispossess Tenant or to obtain possession of the Premises from Tenant. Tenant shall be liable to Bank for any damage caused to the Premises by Tenant.

7. Until such time as Bank exercises its rights hereunder to terminate the Lease and dispossess Tenant from the Premises, Tenant agrees with Bank and Landlord that in the event the interest of Landlord in the Premises shall be transferred to and owned by Bank by reason of foreclosure or other proceedings, or by any future lien against Landlord's estate in the Premises or in the event Landlord conveys its estate in the Premises or in the event that Landlord's estate

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in the Premises passes to any other person, firm or corporation by operation of law or any other means then in any such events, Tenant shall be bound to Bank or such purchaser, grantee or other successor to Landlord's estate 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 in the Lease with the same force and affect as if Bank or such purchaser, grantee or other successor were the Landlord under the Lease and Tenant does hereby agree to attorn to Bank, purchaser, grantee or other successor succeeding to the interest of the Landlord in the Premises.

8. Tenant agrees with Bank that if Bank shall succeed to the interest of Landlord under the Lease, Bank shall not be (a) liable for any action or omission of Landlord under the Lease; (b) subject to any offsets or defenses which Tenant might have against Landlord or subject to any claims, demands, actions or causes of action which Tenant might have against Landlord; (c) bound by any rent or additional rent which Tenant might have paid to Landlord more than one month in advance; (d) bound by any security deposit which Tenant may have paid to Landlord, unless such deposit is in an escrow fund available to Bank; (e) bound or required to construct any building addition or improvements; or (f) bound by any term, provision or condition of the Lease or any sublease or any amendment or modification of the Lease or any sublease not previously agreed to in writing by the Bank.

9. In the event that Landlord shall default in the performance or observance of any of the terms, conditions or agreements in the Lease, Tenant shall give written notice thereof to Bank and Bank shall have the right (but not the obligation) to cure such default. Tenant shall not take any action with respect to such default under the Lease, including without limitation any action in order to terminate, rescind or void the Lease or to withhold any rental thereunder for a period of ninety (90) days after receipt of such written notice thereof by Bank with respect to any such default capable of being cured by the payment of money and for a period of one hundred eighty (180) days after receipt of such written notice thereof by Bank with respect to any other such default (provided, that in the case of any default which cannot be cured by the payment of money and cannot with diligence be cured within such 180-day period, if Bank shall proceed promptly to cure the same and thereafter shall prosecute the curing of such default with diligence, then the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of same with diligence).

10. Tenant certifies, represents and warrants to Bank the following:

- (a) the Lease is valid and enforceable against Tenant in accordance with its terms;
- (b) the Lease is in full force and effect and has not been modified, altered or amended;
- (c) the monthly rental payments have not been modified, altered or amended;
- (d) no rent under the Lease has been paid more than one month in advance of its due date; and

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(e) Tenant as of this date has no charge, lien, claim or cause of action under the Lease or against Landlord or any predecessor of Landlord or otherwise against the rent or other charges due or to become due under the Lease.

11. Tenant agrees that Tenant shall not, without the express written consent of Bank;

(a) enter into, amend, modify, extend or renew any sublease with respect to the Premises;

(b) make payment of rent for periods in excess of one month in advance;

(c) assign its interest or any portion thereof in the Lease in any manner; and

(d) cancel, alter, amend, modify or renew the Lease.

12. Landlord certifies, represents and warrants to Bank that the Lease is in full force and effect and has not been modified, altered or amended nor has the Lease been assigned to any person, party or entity other than the Bank. Landlord agrees that Landlord shall not, without the express written consent of Bank, assign its interest or any portion thereof in the Lease in any manner, shall not without the written consent of Bank, alter, amend or modify the Lease in any manner and shall not without the written consent of Bank, enter into any other Leases for or in connection with the Premises or any portion thereof.

13. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns and sublessees. As used herein, the term "Tenant" shall include Tenant, its successors and assigns and sublessees; the term "Landlord" shall include Landlord, any prior landlord, any beneficiary of Landlord and any successors or assigns of Landlord or any prior landlord; the words "foreclosure" and "foreclosure sale", as used herein, shall be deemed to include the acquisition of Landlord's estate in the Lease and/or Premises by voluntary deed (or assignment) in lieu of foreclosure; and the word "Bank" shall include Bank herein specifically named and any of its successors and assigns, including anyone who shall have succeeded to Landlord's interest in the Lease and/or Premises by, through or under foreclosure of the Mortgage or Loan Documents.

14. If any provision of this Agreement is held to be void or unenforceable, such provision shall be deemed omitted from this Agreement, and with such provision omitted, this Agreement shall remain in full force and effect.

15. This Agreement may be signed in counterparts, and each counterpart shall be deemed an original but all of which together shall constitute but one and the same instrument.

16. This Agreement shall not be modified or amended except in writing signed by all parties hereto.

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17. It is expressly understood and agreed by the parties hereto that the Lease between the Tenant and the Landlord and all of the Tenant's and Landlord's rights thereunder are expressly subordinate to the Financing Documents and the Financing Documents shall be construed to have been executed, delivered, recorded and filed prior to the execution of the Lease and the Tenant obtaining any rights under the Lease or rights and interests in and to the Premises.

18. This Subordination of Lease Agreement is executed by the undersigned, not personally, but as Trustee in the exercise of the power and authority conferred upon and vested in it as the Trustee, and in so far as the Trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof, and through enforcement of the provisions of the Notes and any other collateral or guaranty from time to time securing payment hereof; no personal liability shall be asserted or be enforceable against the undersigned, as Trustee, because or in respect of this Agreement or the making, issue or transfer thereof, all such personal liability of the Trustee, if any, being expressly waived in any manner.

LANDLORD AND TENANT ACKNOWLEDGE THAT THIS AGREEMENT IS BEING ACCEPTED BY BANK IN PARTIAL CONSIDERATION OF BANKS RIGHT TO ENFORCE IN THE STATE OF ILLINOIS AND THE COURTS OF THE COUNTY OF COOK THE TERMS AND PROVISIONS HEREUNDER AND ALL RELATED DOCUMENTS AND AGREEMENTS DELIVERED TO BANK IN CONNECTION WITH THIS AGREEMENT AND ANY EXTENSION OF CREDIT TO LANDLORD AND TENANT; LANDLORD AND TENANT CONSENT TO JURISDICTION IN, AND CONSTRUCTION OF, THIS AGREEMENT UNDER THE LAWS OF THE STATE OF ILLINOIS AND VENUE IN THE COURTS OF THE COUNTY OF COOK FOR SUCH PURPOSES; LANDLORD AND TENANT WAIVE ANY AND ALL RIGHTS TO CONTEST JURISDICTION AND VENUE OF THE STATE OF ILLINOIS AND THE COURTS OF THE COUNTY OF COOK OVER LANDLORD AND TENANT FOR THE PURPOSES OF ENFORCING THIS AGREEMENT AND ALL RELATED DOCUMENTS DELIVERED IN CONNECTION WITH THIS AGREEMENT; AND LANDLORD AND TENANT WAIVE ANY AND ALL RIGHTS TO COMMENCE ANY ACTION, WHETHER BY COMPLAINT, COUNTERCOMPLAINT, CROSSCOMPLAINT OR COUNTERCLAIM WITH RESPECT TO THIS AGREEMENT OR ANY DOCUMENTS DELIVERED IN CONNECTION WITH THE EXTENSION OF CREDIT AGAINST BANK IN ANY JURISDICTION OTHER THAN IN THE STATE OF ILLINOIS AND IN THE COURTS OF THE COUNTY OF COOK. NOTHING, HOWEVER, SHALL AT ANY TIME PREVENT BANK FROM COMMENCING ANY PROCEEDING TO ENFORCE ITS RIGHTS IN ANY JURISDICTION OR VENUE IN WHICH ANY COLLATERAL IN WHICH BANK IS GRANTED A LIEN OR SECURITY INTEREST IS LOCATED.

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LANDLORD, TENANT AND BANK HAVING BEEN ADVISED BY LEGAL COUNSEL KNOWINGLY AND VOLUNTARILY WAIVE ALL RIGHTS TO TRIAL BY JURY.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first above written.

TENANT:

II IN ONE CONTRACTORS, INC.

By: Robert J. McGee, Jr.
Robert J. McGee, Jr.
President of II In One Contractors, Inc.

By: Oliver B. Fifer
Oliver B. Fifer
Secretary of II In One Contractors, Inc.

II IN ONE REBAR, INC.

By: Robert J. McGee, Jr.
Robert J. McGee, Jr.
President of II In One Rebar, Inc.

By: Oliver B. Fifer
Oliver B. Fifer
Secretary of II In One Rebar, Inc.

II IN ONE CONTRACTORS, INC./II IN ONE REBAR, INC. JOINT VENTURE

BY: II IN ONE CONTRACTORS, INC. JOINT VENTURER OF II IN ONE CONTRACTORS, INC./II IN ONE REBAR, INC. JOINT VENTURE.

By: Robert J. McGee, Jr.
Robert J. McGee, Jr.
President of II In One Contractors, Inc.
Joint Venture Executive Committee Member

By: Oliver B. Fifer
Oliver B. Fifer,
Secretary of II In One Contractors, Inc.
Joint Venture Executive Committee Member

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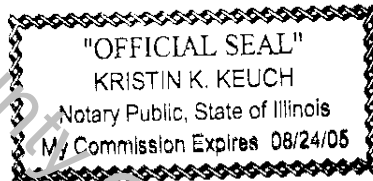
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Kristin K. Keuch, a Notary Public in and for the County and State aforesaid do hereby certify that Robert J. McGee, Jr. and Oliver B. Fifer personally known to me to be the same persons who are President and Secretary respectively of **II In One Contractors, Inc.**, an Illinois corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as President and Secretary respectively of **II In One Contractors, Inc.**, as their 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 28th day of July, 2005.

Kristin K. Keuch
NOTARY PUBLIC

My Commission Expires: 8/24/05



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Kristin K. Keuch, a Notary Public in and for the County and State aforesaid do hereby certify that Robert J. McGee, Jr. and Oliver B. Fifer personally known to me to be the same persons who are President and Secretary respectively of **II In One Rebar, Inc.**, an Illinois corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as President and Secretary respectively of **II In One Rebar, Inc.** as their 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 28th day of July, 2005.

Kristin K. Keuch
NOTARY PUBLIC

My Commission Expires: 8/24/05



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Kristin K Keuch, a Notary Public in and for the County and State aforesaid do hereby certify that Robert J. McGee, Jr. and Oliver B. Fifer personally known to me to be the same persons who are the sole Members of the Joint Venture Executive Committee of **II In One Contractors, Inc./II In One Rebar, Inc. Joint Venture**, an Illinois joint venture, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as sole Members of the Joint Venture Executive Committee of **II In One Contractors, Inc. /II In One Rebar, Inc. Joint Venture** as their own free and voluntary act and as the free and voluntary act of said joint venture for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of July, 2005.

Kristin K Keuch
NOTARY PUBLIC

My Commission Expires: 8/24/05



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By: II IN ONE REBAR, INC. JOINT VENTURER OF II IN ONE CONTRACTORS, INC./II IN ONE REBAR, INC. JOINT VENTURE

By: Robert J. McGee, Jr.
Robert J. McGee, Jr.
President of II In One Rebar, Inc.
Joint Venture Executive Committee Member

By: Oliver B. Fifer
Oliver B. Fifer,
Secretary of II In One Rebar, Inc.
Joint Venture Executive Committee Member

LANDLORD:

MARQUETTE BANK not personally but as Trustee under a Trust Agreement dated May 5, 1989 and known as Trust No. 12/16

By: [Signature]
By: [Signature]

This instrument is executed by the Marquette Bank, not personally but as trustee, and no personal liability is assumed by said bank because of or on account of the making of this instrument.

43-44-45 BUILDING PARTNERSHIP, an Illinois building partnership

By: Robert J. McGee, Jr.
Robert J. McGee, Jr.
Partner
By: Oliver B. Fifer
Oliver B. Fifer
Partner

LENDER:

MARQUETTE BANK
By: [Signature]
Its: VICE PRESIDENT

This document was prepared by and should be returned to

Paul J. Richter
Kelly, Olson, Michod, DeHaan & Richter, L.L.C.
30 South Wacker Drive, Suite 2300
Chicago, Illinois 60606
(312)236-6700

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Kristin K. Keuch, a Notary Public in and for the County and State aforesaid do hereby certify that Robert J. McGee, Jr. and Oliver B. Fifer personally known to me to be the same persons who are the sole Partners of **43-44-45 Building Partnership**, an Illinois partnership, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as sole Partners of **43-44-45 Building Partnership** as their own free and voluntary act and as the free and voluntary act of said partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of July, 2005.

Kristin K. Keuch
NOTARY PUBLIC

My Commission Expires: 8/24/05



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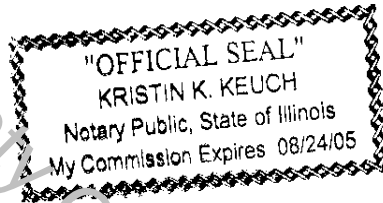
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Kristin K. Keuch, a Notary Public in and for the County and State aforesaid, do hereby certify that James McDonough, personally known to me to be the same person whose name is as Vice President, of **Marquette Bank** subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his 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 28th day of July, 2004.

Kristin K. Keuch
NOTARY PUBLIC

My Commission Expires: 8/24/05



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STREET ADDRESS: 4044 W. 45TH STREET

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 19-03-400-024-0000

LEGAL DESCRIPTION:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, IN BOOK 67 OF PLATS PAGE 44 ON APRIL 29, 1897 AS DOCUMENT 2530529, BOUNDED AND DESCRIBED AS FOLLOWS:: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF WEST 45TH STREET (A PRIVATE STREET) AND A LINE PARALLEL TO AND 119.93 FEET EAST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3; THENCE NORTH ALONG SAID PARALLEL LINE TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 953.57 FEET SOUTH OF THE EAST AND WEST CENTER LINE OF SECTION 3 THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE TO A POINT 24.93 FEET EAST OF SAID NORTH AND SOUTH CENTER LINE OF SAID SECTION 3; THENCE NORTHWESTERLY TO A POINT ON A LINE PARALLEL TO AND 935.32 FEET SOUTH OF THE EAST AND WEST CENTER LINE OF SAID SECTION 3; WHICH POINT IS 83 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE TO A POINT 249.28 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE SOUTHEASTERLY TO A POINT ON A LINE PARALLEL TO AND 970.57 FEET SOUTH OF SAID EAST AND WEST CENTER LINE OF SECTION 3; SAID POINT BEING 3.25 FEET EAST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE EAST ALONG LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 24.93 FEET EAST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH SAID NORTH LINE OF WEST 45TH STREET, THENCE EAST ALONG SAID NORTH LINE OF WEST 45TH STREET TO THE POINT OF BEGINNING, THE FOREGOING DESCRIPTION IS BASED UPON THE FOLLOWING DEFINITIONS: THE WEST 45TH STREET IS DEFINED AS A STRIP OF LAND LYING IN LOT "B" OF THE SUBDIVISION RECORDED IN BOOK 67 OF PLATS, PAGE 44, ON APRIL 29, 1897 AS DOCUMENT 2530529, WHICH IS 66 FEET IN WIDTH EXTENDING WESTERLY FROM A STRAIGHT LINE PARALLEL TO AND 1008.93 FEET EAST OF THE NORTH AND SOUTH CENTER LINE OF SECTION 7, BEING THE EAST LINE OF SOUTH TRIPP AVENUE EXTENDED NORTHERLY, TO A STRAIGHT LINE PARALLEL TO AND 472.07 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3, THE SOUTH LINE OF SAID STRIP IS A STRAIGHT LINE PARALLEL TO AND 1366.32 FEET SOUTH OF SAID EAST AND WEST CENTER LINE OF SECTION 3, THE NORTH LINE OF SAID STRIP IS A STRAIGHT LINE PARALLEL TO AND 66 FEET NORTH OF THE SOUTH LINE OF SAID STRIP THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID SECTION 3 MEASURED 2648.14 FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION 3 AND MEASURED 2642.84 FEET EAST FROM THE NORTHWEST CORNER OF SAID SECTION 3, TO A POINT ON THE SOUTH LINE OF SAID SECTION 3, MEASURED 2669.37 FEET WEST FROM THE SOUTH EAST CORNER OF SAID SECTION 3 AND MEASURED 2668.04 FEET EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 3 THE EAST AND WEST CENTER LINE OF SAID SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID SECTION 3 MEASURED 2597.19 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 3 AND MEASURED 2597.19 FEET SOUTH FROM THE NORTHEAST CORNER SAID SECTION 3 AND MEASURED 2669.84 FEET FROM THE SOUTHEAST CORNER OF SECTION 3 TO A POINT ON THE WEST LINE OF SAID SECTION 3 MEASURED 2598.77 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 3 AND MEASURED 2661.19 FEET NORTH FROM THE SOUTH WEST CORNER OF SAID SECTION 3, ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT A