



Doc#: 0622334075 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/11/2006 11:15 AM Pg: 1 of 9

Prepared BY +
AFTER RECORDING RETURN TO:
500 Staples Drive
P.O. Box 9271
Framingham, MA 01701-9271
Attention: Real Estate Legal Department

RECOGNITION AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made as of ^{the} 31st day of July, 2006 by and among Silver Development LLC, an Illinois limited liability company, with an address of 2500 North Pulaski, Chicago, Illinois 60639 ("Prime Landlord"), Berkshire-West 87th Street, LLC, a Massachusetts limited liability company, having a principal place of business at 41 Taylor Street, 4th floor, Springfield, Massachusetts 01103 ("Landlord") and Staples The Office Superstore East, Inc., a Delaware corporation, having a principal place of business at 500 Staples Drive, Framingham, Massachusetts 01701-9271 ("Tenant").

Reference is made to a Ground Lease dated May 20, 2005, as amended by that certain First Amendment to Ground Lease dated November 30, 2005 (collectively the "Prime Lease") from Prime Landlord to Landlord, a notice of which is recorded as Document No. * _____ in the Cook County Registry of Deeds covering certain premises located in Chicago, Cook County, Illinois and more particularly described on Exhibit A attached hereto (the "Shopping Center"). * 0622334070

Reference is made to a Lease ("Lease") dated November 21, 2005, between Landlord and Tenant of certain premises situated within the Shopping Center covered by said Prime Lease.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises contained herein, the parties agree as follows:

1. Tenant agrees that if Prime Landlord, or any person claiming under said Prime Landlord, shall succeed to the interest of Landlord in said Lease, Tenant will recognize, and attorn to, Prime Landlord or such other person, as its landlord under the terms of said Lease.

2. Prime Landlord consent to Lease and agrees that, in the event of the expiration or termination (or rejection in bankruptcy) of the Prime Lease or other right asserted under the Prime Lease, or in the event of Landlord's rejection in bankruptcy of the Lease, the Prime Landlord shall not disturb possession of Tenant (or its successors or assigns) under the Lease and the Prime Landlord shall not otherwise disturb, terminate or modify the rights of Tenant (or its successors and assigns) thereunder, except for default continuing after notice and beyond any applicable grace period and termination otherwise in accordance with the provisions of said Lease.

Box 400-CTCC

#1688
Chicago (87th Str.), IL
RA

8789788 RA 608

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3. Landlord agrees that except as expressly provided herein, this Agreement does not constitute a waiver by Prime Landlord of any of its rights under the Prime Lease or related documents, and that the Prime Lease and any related documents remain in full force and effect and shall be complied with in all respects by Landlord.

4. No material modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or effective unless in writing and signed by the parties.

The benefits and burdens of this Agreement shall inure to and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, each party has caused this instrument to be executed under seal by its duly authorized representative.

PRIME LANDLORD:

SILVER DEVELOPMENT LLC

Witness:

Barry J. Tolodes

By: [Signature]
Name: Louis Silver
Title: Manager

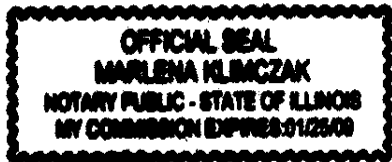
STATE OF ILLINOIS

COOK COUNTY, SS.

On this 24th day of July, 2006, before me, the undersigned notary public, personally appeared Louis Silver, as Manager of SILVER DEVELOPMENT LLC, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of SILVER DEVELOPMENT LLC.

1/25/09 [Signature]
Notary Public

My Commission Expires:



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LANDLORD:

BERKSHIRE-WEST 87th STREET, LLC
By: Berkshire Development, LLC, Its
Manager

Witness:

Aura M. Mayuski

By: [Signature]
Name: Robert P. Cunningham
Title: Chief Operating Officer

Nampden COMMONWEALTH OF MASSACHUSETTS
SS.

On this 31st day of July, 2006, before me, the undersigned notary public, personally appeared Robert P. Cunningham, Chief Operating Officer of BERKSHIRE DEVELOPMENT, LLC, Manager of BERKSHIRE-WEST 87th STREET, LLC, proved to me through satisfactory evidence of identification, which was a valid Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of BERKSHIRE DEVELOPMENT, LLC and BERKSHIRE-WEST 87th STREET, LLC.

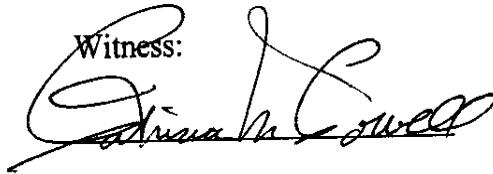
[Signature]
Notary Public
My Commission Expires: 5/29/09

KIMBERLY A. GAGNE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 29, 2009

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TENANT:

STAPLES THE OFFICE SUPERSTORE
EAST, INC.

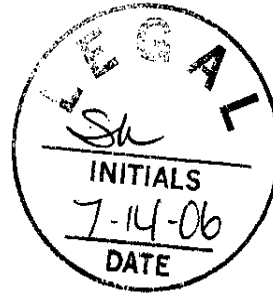
Witness:


By: 

Name: PAUL VAN CAMP

Title: Vice President, Property Management

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COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

On this 17th day of July, 2006, before me, the undersigned notary public, personally appeared Paul Van Camp, as VP - Property Management of STAPLES THE OFFICE SUPERSTORE EAST, INC., proved to me through satisfactory evidence of identification, which was a valid Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of STAPLES THE OFFICE SUPERSTORE EAST, INC.

Sherrie Kirker

Notary Public

My Commission Expires:

SHERRIE KIRKER
NOTARY PUBLIC
My Commission Expires **12/18/06** 11-23-12

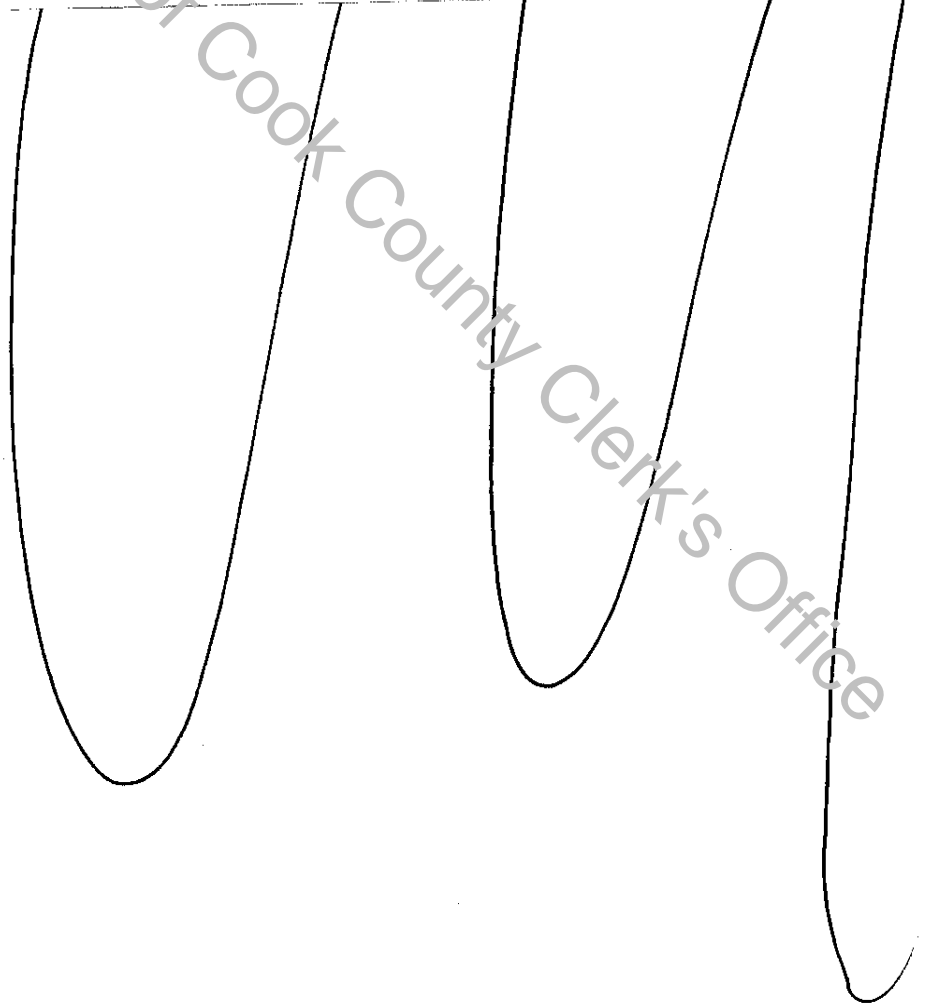
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Exhibit A



Property of Cook County Clerk's Office



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STREET ADDRESS: 161769, 169, 209, 233 West 87th Street

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 25-04-200-003-0000

25-04209-016/23

LEGAL DESCRIPTION: 25-04-200-008/09/018/015

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: SILVER DEVELOPMENT LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AND BERKSHIRE-WEST 87TH STREET, LLC, A MASSACHUSETTS LIMITED LIABILITY COMPANY AS LESSEE, DATED MAY 20, 2005, A NOTICE OF WHICH LEASE WAS RECORDED ~ AS DOCUMENT ~, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING AUGUST 20, 2006 AND ENDING AUGUST 20, 2031.

PARCEL 1:

A TRACT OF LAND IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF WEST 87TH STREET SAID POINT BEING 100 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 4 AND 305 FEET WEST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION AND RUNNING THENCE EAST ALONG SAID SOUTH LINE OF WEST 87TH STREET, A DISTANCE OF 50 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 255 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE; THENCE SOUTH ALONG SAID PARALLEL LINE, A DISTANCE OF 357.68 FEET TO A POINT 457.68 FEET SOUTH OF SAID NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 4; THENCE NORTHWESTERLY ON A STRAIGHT LINE A DISTANCE OF 61.57 FEET TO A POINT 421.21 FEET SOUTH OF THE SAID NORTH LINE OF THE NORTHEAST 1/4 AND 305 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF THE NORTHEAST 1/4 OF SECTION 4; THENCE NORTH PARALLEL WITH SAID NORTH AND SOUTH CENTER LINE A DISTANCE OF 321.21 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2:

AN IRREGULAR PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT OF INTERSECTION OF THE SOUTHERLY LINE OF WEST 87TH STREET WITH A LINE 5 FEET WEST OF AND PARALLEL TO NORTH AND SOUTH CENTER LINE OF SAID NORTHEAST 1/4 WHICH POINT OF INTERSECTION IS 69.66 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4, THENCE SOUTHERLY ON SAID LOT 5 FEET WEST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTER LINE, A DISTANCE OF 570.27 FEET, THENCE NORTHWESTERLY ON A STRAIGHT LINE 307.91 FEET MORE OR LESS TO A POINT WHICH IS 255 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE MEASURED AT RIGHT ANGLES THERETO AND 457.68 FEET SOUTH OF NORTH LINE OF SAID NORTHEAST 1/4, THENCE NORTHERLY FROM LAST DESCRIBED POINT ON A LINE WEST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTER LINE, A DISTANCE OF 357.68 FEET TO THE POINT OF INTERSECTION OF SOUTHERLY LINE OF WEST 87TH STREET WITH THE LAST DESCRIBED COURSE; THENCE EASTERLY ON THE SOUTHERLY LINE OF WEST 87TH STREET, A DISTANCE OF 1.79 FEET TO A POINT; THENCE CONTINUING NORTHEASTERLY FROM THE LAST DESCRIBED POINT ON A CURVED LINE CONVEX TO THE SOUTH EAST HAVING A RADIUS OF 1033 FEET A DISTANCE OF 251 FEET MORE OR LESS TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 3:

AN IRREGULAR PLOT OF LAND IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: TO WIT:

COMMENCING AT A POINT OF INTERSECTION OF THE SOUTHERLY LINE OF WEST 87TH STREET WITH A LINE 305 FEET WEST OF AND PARALLEL TO NORTH AND SOUTH CENTER LINE OF SAID NORTHEAST 1/4 WHICH POINT OF INTERSECTION IS 100 FEET SOUTH OF NORTH LINE OF SAID NORTHEAST 1/4, THENCE SOUTHERLY ON SAID LINE 305 FEET WEST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTER LINE, A DISTANCE OF 321.21 FEET THENCE NORTH WESTERLY ON A STRAIGHT LINE, 197.08 FEET MORE OR LESS TO A POINT 465 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE MEASURED AT RIGHT ANGLES THERETO AND 304.51 FEET SOUTH OF NORTH LINE OF SAID NORTHEAST 1/4, THENCE NORTHERLY FROM LAST DESCRIBED POINT ON A LINE 465 FEET WEST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTER LINE, A DISTANCE OF 204.51 FEET TO POINT OF

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INTERSECTION OF SOUTHERLY LINE OF WEST 87TH STREET WITH LAST DESCRIBED COURSE, THENCE EASTERLY ON SOUTHERLY LINE OF WEST 87TH STREET, A DISTANCE OF 160.01 FEET MORE OR LESS TO POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 4:

BEGINNING AT A POINT ON THE SOUTH LINE OF 87TH STREET AS RELOCATED; THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE A DISTANCE OF 25 FEET MORE OR LESS TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 4; THENCE SOUTH ALONG SAID WEST LINE TO A POINT 436.70 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 4; THENCE EAST 170.96 FEET; THENCE NORTHWESTERLY AT AN ANGLE OF 69 DEGREES 12 MINUTES 35 SECONDS TO THE POINT OF BEGINNING.

ALSO A STRIP OF LAND BEING THE EASTERLY 5 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 4, LYING BETWEEN THE SOUTH LINE OF 87TH STREET AND A LINE 436.70 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 4, ALL IN TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE ABOVE PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF 87TH STREET AS RELOCATED (AS DESCRIBED IN THE PLAT OF DEDICATION RECORDED MARCH 1, 1929 AS DOCUMENT 10297189) WITH A LINE DRAWN BETWEEN THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 4 AND A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 4 WHICH IS 806.35 FEET WEST OF THE EAST LINE OF SAID SECTION 4; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF 87TH STREET 25 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 4; THENCE SOUTH ALONG SAID WEST LINE TO A POINT 436.70 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 4; THENCE EAST 170.96 FEET, MORE OR LESS, TO A POINT ON SAID LINE DRAWN BETWEEN THE <->NW CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 4 AND A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 4 WHICH IS 806.35 FEET WEST OF THE EAST LINE OF SAID SECTION 4; THENCE NORTHWESTERLY ALONG SAID LAST DESCRIBED LINE A DISTANCE OF 403.24 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

ALSO

THAT PART OF THE EASTERLY 5 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 4 LYING BETWEEN THE SOUTHERLY LINE OF 87TH STREET AS RELOCATED (SAID SOUTHERLY LINE BEING THE NORTHERLY LINE OF THE PROPERTY CONVEYED BY THE DEED RECORDED MARCH 1, 1929 AS DOCUMENT 10297191) AND A LINE 436.70 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 4, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

TRACT A

AN IRREGULAR PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT A POINT 436.70 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4 AND 5 FEET WEST OF THE NORTH AND SOUTH CENTERLINE OF SAID NORTHEAST 1/4; THENCE EASTERLY AT RIGHT ANGLES TO SAID NORTH AND SOUTH CENTERLINE A DISTANCE OF 175.96 FEET, MORE OR LESS, TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE BELT RAILWAY COMPANY OF CHICAGO; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 374.83 FEET; THENCE SOUTHERLY 79.05 FEET ON A LINE WHICH IS 307.60 FEET EAST OF AND PARALLEL WITH SAID NORTH AND SOUTH CENTERLINE; THENCE NORTHWESTERLY 385.02 FEET TO A POINT WHICH IS 5 FEET WEST OF SAID NORTH AND SOUTH CENTERLINE AND 640.03 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE NORTHERLY 203.33 FEET TO THE POINT OF BEGINNING; AND

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TRACT B.

AN IRREGULAR PARCEL PARCEL OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF TRACT A; THENCE SOUTHERLY ON AN EXTENSION SOUTH OF EASTERLY LINE OF TRACT A, 58.2 FEET; THENCE SOUTHWESTERLY AT AN ANGLE OF 129 DEGREES 01 MINUTES 47 SECONDS WITH LAST DESCRIBED COURSE AS MEASURED FROM NORTH TO SOUTHWEST A DISTANCE OF 50.4 FEET; THENCE NORTHWEST AT RIGHT ANGLES 166.2 FEET TO INTERSECTION WITH A LINE WHICH MAKES A RIGHT ANGLE WITH THE SOUTHWESTERLY LINE OF TRACT A FROM A POINT 147.45 FEET NORTHWESTERLY OF THE SOUTHEAST CORNER OF SAID TRACT A, WHICH POINT IS 44.52 FEET SOUTHWESTERLY FROM THE SOUTHWEST LINE OF SAID TRACT A AS MEASURED ALONG SAID RIGHT ANGLE LINE; THENCE SOUTHWESTERLY ON EXTENSION OF SAID RIGHT ANGLE LINE 16 FEET; THENCE NORTHWESTERLY 102.45 TO A POINT WHICH IS 44.2 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, A POINT ON THE SOUTHWESTERLY LINE OF TRACT A WHICH IS 137.57 FEET SOUTHEASTERLY FROM THE SOUTHWEST CORNER OF TRACT A; THENCE NORTHWESTERLY TO THE SOUTHWEST CORNER OF TRACT A; THENCE SOUTHEASTERLY TO THE POINT OF BEGINNING.

PARCEL 6:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 5 AS SET FORTH AND DEFINED IN QUIT CLAIM DEED AND GRANT OF EASEMENT DATED MAY 8, 1974 AND RECORDED MAY 10, 1974 AS DOCUMENT 22713871.