

1854A1 TP (5) 3

PPM Loan No. _____



Doc#: 0627527065 Fee: \$66.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/02/2006 04:12 PM Pg: 1 of 22

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

Schwartz Cooper Chartered
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601
Attention: Michael S. Kurtzon, Esq.

The Talon Group# 1254491

ASSUMPTION AND MODIFICATION AGREEMENT

THIS ASSUMPTION AND MODIFICATION AGREEMENT (this "Agreement") is made as of the 11 day of September, 2006, by and among VIP FUND I, LLC, an Illinois limited liability company ("VIP"), NHSE NEWMAN GROVE, LLC, an Arizona limited liability company ("Newman"), ICRE FUND I LLC, a Delaware limited liability company ("ICRE", and with VIP and Newman, the "Borrowers"), and JACKSON NATIONAL LIFE INSURANCE COMPANY, a Michigan corporation ("Lender").

RECITALS:

A. Lender has heretofore made a loan ("Loan") to VIP and Newman (collectively with VIP, "Original Borrowers") in the original principal amount of Eight Million Two Hundred Thousand and 00/100 Dollars (\$8,200,000.00) pursuant to the terms and conditions of a Loan Agreement dated as of July 11, 2003 between Original Borrowers and Lender ("Loan Agreement"), and as evidenced by a Promissory Note dated as of July 11, 2003 in the principal amount of the Loan made payable by Original Borrowers to the order of Lender ("Note"). As of the date hereof, the outstanding principal balance of the Note is \$7,689,777.92.

B. The Loan is secured by a certain Mortgage, Security Agreement, and Financing Statement dated as of July 11, 2003 from Original Borrowers to Lender recorded with the Cook County Recorder on August 20, 2003 as Document No. 0323220244, recorded with the DuPage County Recorder on July 24, 2003 as Document No. R2003-287423 and recorded with the Lake County Recorder on October 10, 2003 as Document No. 5397856 (the "Original Mortgage"), which Original Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property").

C. The Loan is further secured by (i) a certain Assignment of Leases and Rents dated as of July 11, 2003, from Original Borrowers to Lender and recorded with the Cook County Recorder on August 20, 2003 as Document No. 032322024, recorded with the DuPage County Recorder on July 24, 2003 as Document No. R2003-287424 and recorded with the Lake County Recorder on October 10, 2003 as Document No. 5397587 (the "Original Assignment of Leases"); (ii) that certain Environmental Indemnity Agreement dated as of July 16, 2004 from Original Borrowers, Woodgate Associates, a Pennsylvania limited partnership, Brian M. Liston,

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John F. Horrigan, III, Ernest R. Basile and Donald E. Basile (“Indemnitors”) to Lender (“Environmental Indemnity”); (iii) that certain Indemnification Agreement dated as of July 11, 2003 from Indemnitors to Lender (“Indemnification Agreement”), (iv) that certain Borrowers’ Certificate dated as of July 11, 2003 from Original Borrowers and Indemnitors to Lender (“Borrowers’ Certificate”); (v) that certain Certificate and Indemnity Agreement Regarding Compliance With Building Laws dated as of July 11, 2003 from VIP and Woodgate Associates to Lender (the “Certificate”); and (vi) certain other loan documents (the Note, the Original Mortgage, the Original Assignment of Leases, the Environmental Indemnity, the Indemnification Agreement, the Borrowers’ Certificate, the Certificate and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the “Original Loan Documents”).

D. Original Borrowers have requested that Lender agree to (i) the assumption by ICRE of all of the Original Borrowers’ obligations and liabilities under the Original Loan Documents on a joint and several basis with Newman and VIP and (ii) the conveyance of title to an undivided 21.075% interest in the Property from Newman to ICRE and, subject to the terms and conditions set forth below, Lender is willing to do so.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreement by Lender to amend the Loan as set forth hereinbelow, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated by this reference into this Agreement. All defined terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.
2. **Note Assumption.** From and after the date of this Agreement, ICRE hereby assumes and agrees to be bound by and to perform all of the terms, covenants and conditions and obligations of the Original Borrowers, on a joint and several basis with VIP and Newman, under the Note as a “Maker”. From and after the date of this Agreement, the Note shall be construed as if the same had been originally executed by each of ICRE, VIP and Newman and each and every reference to “Maker” in the Note shall hereinafter be deemed to collectively mean ICRE, VIP and Newman, jointly and severally.
3. **Loan Agreement Assumption and Modification.** From and after the date of this Agreement, ICRE hereby assumes and agrees to be bound by and to perform all of the terms, covenants and conditions and obligations of the Original Borrowers, on a joint and several basis with VIP and Newman, under the Loan Agreement as a “Borrower.” From and after the date of this Agreement, the Loan Agreement shall be construed as if the same had been originally executed by each of ICRE, VIP and Newman and each and every reference to “Borrower” in the Loan Agreement shall hereinafter collectively mean ICRE, VIP and Newman. The Loan Agreement is further hereby amended as follows:

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(a) The Notice provision set forth in Section 10.3 of the Loan Agreement is hereby amended to include the following additional addresses for notices given to the Borrowers:

“ICRE Fund I LLC
c/o Invesco Real Estate
Three Galleria Tower
13155 Noel Road
Suite 500
Dallas, Texas 75240
Attention: Ronald L. Ragsdale”

4. **Other Loan Documents.** As a condition precedent to the agreements herein contained, Original Borrower and Borrower hereby agree to each execute and deliver or cause to be delivered to Lender the following documents:

- (a) UCC Financing Statements executed by ICRE;
- (b) Certificate of Representations and Warranties from ICRE;
- (c) Certified copy of Limited Co-Ownership Agreement dated as of _____, 2006 adding ICRE thereto as a “Co-Tenant”;
- (d) Certified copies of the Certificate of Formation, Certificate of Existence, Operating Agreement, Certificate of Incumbency and Resolutions of ICRE;
- (e) An Opinion of the Borrowers’ counsel satisfactory to Lender;
- (f) Lender’s existing ALTA Loan Title Insurance Policy issued by _____ insuring that Lender has a first mortgage lien position on the Property, as collateral for the Loan showing ICRE, VIP and Newman as the owners of fee simple title to the Property subject only to Permitted Exception; and
- (g) Such other agreements, instruments, documents and other writings as may be requested by Lender to maintain the perfection and first lien priority of Lender’s security interest in the Property.

5. **Consent.** By its execution hereof, Lender consents to (a) ICRE’s assumption of the Note and the liabilities and obligations of the Originals Borrowers thereunder, on a joint and several basis with VIP and Newman, and of the other Loan Documents to which ICRE has become a party as herein provided and (b) the conveyance by Newman to ICRE of an undivided 21.075% interest in the Property, on the terms and conditions herein set forth.

6. **Representations and Warranties of Borrowers.** Borrowers hereby represent, covenant and warrant to Lender as follows:

- (a) The representations and warranties in each of the Loan Documents (as modified hereby) are true and correct as of the date hereof.

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(b) There is currently no Event of Default (as defined in the Loan Agreement) under any of the Loan Documents and Borrowers do not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under any of the Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrowers and Indemnitors (as the case may be), enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of any of the Borrowers, Indemnitors or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statements received by Lender.

(e) As of the date hereof, neither Borrowers nor Indemnitors have any claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) Each entity party comprising Borrowers and Indemnitors is validly existing under the laws of its respective state of formation, is qualified to do business in Illinois and has the requisite power and authority to execute and deliver this Agreement and to perform its respective obligations under the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of each of the parties comprising Borrowers and Indemnitors. This Agreement has been duly executed and delivered on behalf of each party comprising Borrowers and Indemnitors.

7. **Representations and Warranties of Lender.** To Lender's actual knowledge, except for the Borrower's obligations with respect to completion of the re-roofing under a certain Repair Agreement between Borrower and Lender, there are no defaults by the Borrower under the Loan Documents.

8. **Miscellaneous.**

(a) As a condition precedent to the agreements contained herein, concurrently herewith, ICRE shall pay (i) an assumption fee in the amount of \$20,000.00 and (ii) all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including without limitation, title charges, recording fees and reasonable attorney fees.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(c) This Agreement shall not be construed more strictly against Lender than against Borrowers or Indemnitors merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrowers, Indemnitors and

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Lender have contributed substantially and materially to the preparation of this Agreement, and Borrowers, Indemnitors and Lender each acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(d) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrowers or Indemnitors nor shall privity of contract be presumed to have been established with any third party.

(e) Borrowers, Indemnitors and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrowers, Indemnitors and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(f) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(g) Any references to the "Loan Agreement", the "Note", the "Mortgage", the "Assignment of Leases", the "Environmental Indemnity Agreement", the "Indemnification Agreement" or the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to such documents as amended hereby or newly executed as herein provided.

(h) The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(i) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(j) Time is of the essence of each of Borrowers' and Indemnitors' obligations under this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

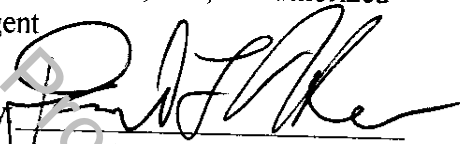
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

LENDER:

**JACKSON NATIONAL LIFE
INSURANCE COMPANY**

By: PPM Finance, Inc., its authorized agent

By: 
Name: David Henderson, Senior Managing Director
Title: David Henderson, Senior Managing Director

BORROWERS:

VIP FUND I, LLC, an Illinois limited liability company

By: Value Industrial Partners, an Illinois general partnership, its Manager

By: Horrigan Advisors, Inc., an Illinois corporation, its General Partner

By: _____
John F. Horrigan, III
President

By: Brian M. Liston, Inc., an Illinois corporation, its General Partner

By: _____
Brian M. Liston
President

NHSE NEWMAN GROVE, LLC, an Arizona limited liability company

By: Woodgate Associates, a Pennsylvania limited partnership, its Sole Member

By: Egypt Road Corp., a Pennsylvania corporation, its General Partner

By: _____
Ernest R. Basile
President

By: _____
Donald E. Basile
Secretary

UNOFFICIAL COPY

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LENDER:

**JACKSON NATIONAL LIFE
INSURANCE COMPANY**

By: PPM Finance, Inc., its authorized agent

By: _____

Name: _____

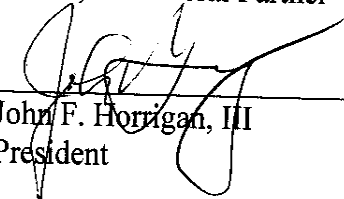
Title: _____

BORROWERS:

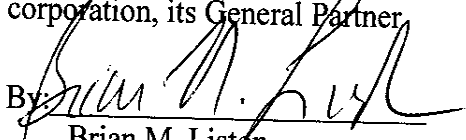
VIP FUND I, LLC, an Illinois limited liability company

By: Value Industrial Partners, an Illinois general partnership, its Manager

By: Horrigan Advisors, Inc., an Illinois corporation, its General Partner

By: 
John F. Horrigan, III
President

By: Brian M. Liston, Inc., an Illinois corporation, its General Partner

By: 
Brian M. Liston
President

NHSE NEWMAN GROVE, LLC, an Arizona limited liability company

By: Woodgate Associates, a Pennsylvania limited partnership, its _____

By: Egypt Road Corporation, a Pennsylvania corporation, its General Partner

By: _____
Ernest R. Basile
President

By: _____
Donald E. Basile
Secretary

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INSURANCE COMPANY**

By: PPM Finance, Inc., its authorized agent

By: _____
Name: _____
Title: _____

BORROWERS:

VIP FUND I, LLC, an Illinois limited liability company

By: Value Industrial Partners, an Illinois general partnership, its Manager

By: Horrigan Advisors, Inc., an Illinois corporation, its General Partner

By: _____
John F. Horrigan, III
President


By: Brian M. Liston, Inc., an Illinois corporation, its General Partner

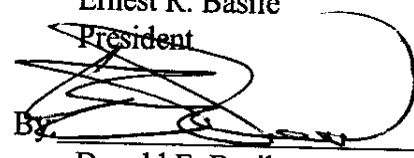
By: _____
Brian M. Liston
President

NHSE NEWMAN GROVE, LLC, an Arizona limited liability company

By: Woodgate Associates, a Pennsylvania limited partnership, its sole member

By: Egypt Road Corp., a Pennsylvania corporation, its General Partner

By: 
Ernest R. Basile
President

By: 
Donald E. Basile
Secretary

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ICRE FUND I LLC, a Delaware limited liability company

By: Invesco Institutional (N.A.), Inc., a Delaware corporation, its Manager

By: 
Name: RON RAGSDALE
Title: VICE PRESIDENT

Property of Cook County Clerk's Office

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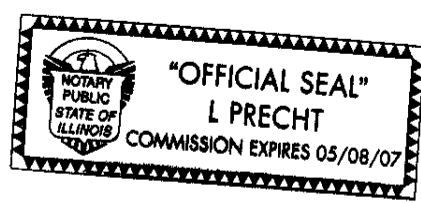
STATE OF ILLINOIS)
).ss
COUNTY OF COOK)

I L. Precht, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David Henderson, of PPM FINANCE, INC., authorized agent of State of Mutual Life Insurance Company, a Michigan corporation, 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 said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of September, 2006.

[Signature]
Notary Public

My Commission Expires: 5-8-7



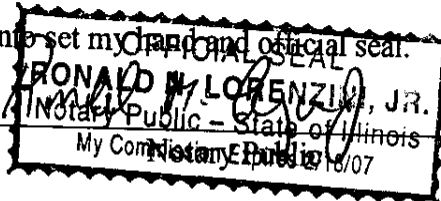
Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
) .ss
COUNTY OF DuPage)

On the 14 day of September , 2006 before me, a notary public in and for the State and County aforesaid, personally appeared Brian M. Liston, President of Brian M. Liston, Inc., an Illinois corporation, General Partner of Value Industrial Partners, an Illinois general partnership, Manager of VIP FUND I, LLC, an Illinois limited liability company, who is known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person acted and executed the instrument on behalf of the limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



My Commission Expires: _____


Property of Cook County Clerk's Office

UNOFFICIAL COPY

Commonwealth of Pennsylvania
~~STATE OF~~ _____)
 COUNTY OF Berks) .ss

On the 15th day of September, 2006 before me, a notary public in and for the State and County aforesaid, personally appeared Ernest R. Basile and Donald E. Basile, the President and Secretary, respectively, of Egypt Road Corp., a Pennsylvania corporation, General Partner of Woodgate Associates, a Pennsylvania limited partnership, the sole member of **NHSE NEWMAN GROVE, LLC**, an Arizona limited liability company, who are known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the persons acted and executed the instrument on behalf of the limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



 Notary Public

My Commission Expires: _____

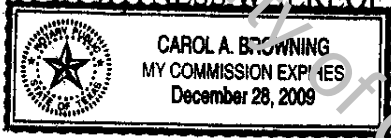
COMMONWEALTH OF PENNSYLVANIA
 NOTARIAL SEAL
 DALE D. KUHLMAN, NOTARY PUBLIC
 UNION TWP., BERKS COUNTY
 MY COMMISSION EXPIRES FEB. 28, 2009
 Member, Pennsylvania Association of Notaries

UNOFFICIAL COPY

STATE OF Texas)
COUNTY OF Dallas) .ss

On the 15th day of September, 2006 before me, a notary public in and for the State and County aforesaid, personally appeared Ron Ragsdale the Vice President of Invesco Institutional (N.A.), Inc., a Delaware corporation, the Manager of **ICRE FUND I LLC**, a Delaware limited liability company, who is known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person acted and executed the instrument on behalf of the limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Carol A. Browning
Notary Public

My Commission Expires: _____

COOK County Clerk's Office

UNOFFICIAL COPY

Reaffirmation of Indemnification Agreement

Indemnitors acknowledge the execution and delivery of the Assumption and Modification Agreement (the "Agreement") to which this Reaffirmation is attached and consent to the terms thereof. Indemnitors ratify and affirm the Indemnification Agreement and agree that the Indemnification Agreement is in full force and effect following the execution and delivery of the Agreement. The representations and warranties of Indemnitors in the Indemnification Agreement are, as of the date hereof, true and correct and Indemnitors do not know of any default thereunder. The Indemnification Agreement continues to be the valid and binding obligation of indemnitors, enforceable in accordance with its terms and Indemnitors have no claims or defenses to the enforcement of the rights and remedies of Lender thereunder.

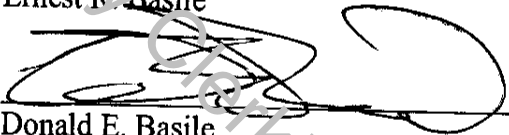
INDEMNITORS:

Brian M. Liston

John F. Horrigan, III




Ernest R. Basile



Donald E. Basile

WOODGATE ASSOCIATES, a Pennsylvania limited partnership

By: Egypt Road Corp., a Pennsylvania corporation, its General Partner

By: 

Ernest R. Basile
President

By: 

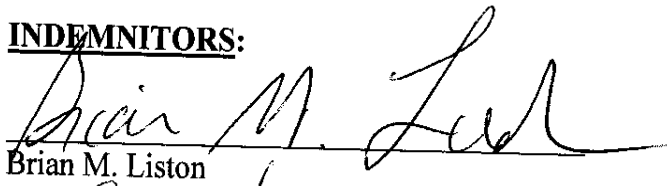
Donald E. Basile
Secretary

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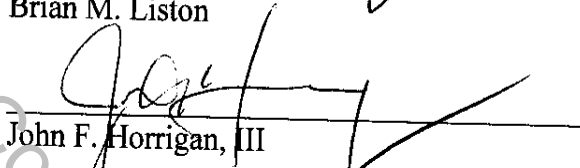
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INDEMNITORS:



Brian M. Liston



John F. Horrigan, III

Ernest R. Basile

Donald E. Basile

WOODGATE ASSOCIATES, a Pennsylvania limited partnership

By: Egypt Road Corporation, a Pennsylvania corporation, its General Partner

By: _____
Ernest R. Basile
President

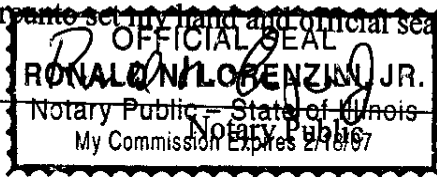
By: _____
Donald E. Basile
Secretary

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STATE OF IL)
) .ss
COUNTY OF DuPage)

On the 18 day of September, 2006 before me, a notary public in and for the State and County aforesaid, personally appeared **BRIAN M. LISTON** who is known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his individual capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



My Commission Expires: _____

Property of Cook County Clerk's Office

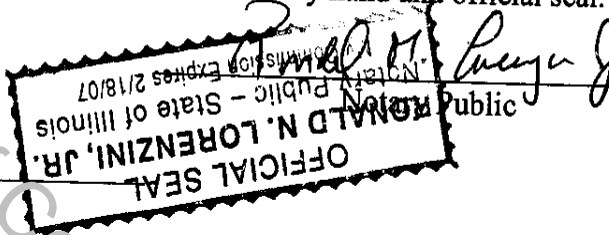
UNOFFICIAL COPY

STATE OF IL)
) .ss
COUNTY OF DuPage)

On the 18 day of September, 2006 before me, a notary public in and for the State and County aforesaid, personally appeared **JOHN F. HERRIGAN, III** who is known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his individual capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires: _____



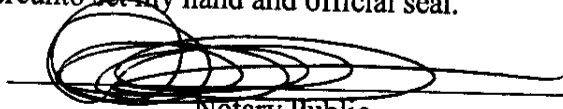
Property of Cook County Clerk's Office

UNOFFICIAL COPY

Commonwealth of Pennsylvania
STATE OF _____)
COUNTY OF Berks) .ss

On the 15th day of September, 2006 before me, a notary public in and for the State and County aforesaid, personally appeared **ERNEST R. BASILE** who is known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his individual capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public

My Commission Expires: _____

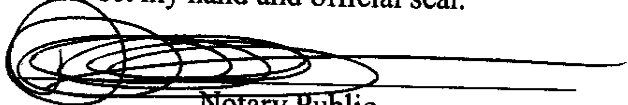
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DALE D. KUHLMAN, NOTARY PUBLIC
UNION TWP., BERKS COUNTY
MY COMMISSION EXPIRES FEB. 28, 2009
Member, Pennsylvania Association of Notaries

UNOFFICIAL COPY

Commonwealth of Pennsylvania
 STATE OF _____)
 COUNTY OF Berks) .ss

On the 15th day of September, 2006 before me, a notary public in and for the State and County aforesaid, personally appeared **DONALD E. BASILE** who is known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his individual capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


 Notary Public

My Commission Expires: _____

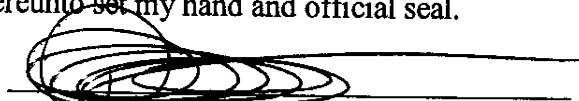
COMMONWEALTH OF PENNSYLVANIA
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 Member, Pennsylvania Association of Notaries

UNOFFICIAL COPY

Commonwealth of Pennsylvania
 STATE OF _____)
) .ss
 COUNTY OF Berks)

On the 15th day of September, 2006 before me, a notary public in and for the State and County aforesaid, personally appeared Ernest R. Basile and Donald E. Basile, the President and Secretary, respectively, of Egypt Road Corp., a Pennsylvania corporation, General Partner of WOODGATE ASSOCIATES, a Pennsylvania limited partnership, who are known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the persons acted and executed the instrument on behalf of the limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



 Notary Public

My Commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA
 NOTARIAL SEAL
 DALE D. KUHLMAN, NOTARY PUBLIC
 UNION TWP., BERKS COUNTY
 MY COMMISSION EXPIRES FEB. 28, 2009
 Member, Pennsylvania Association of Notaries

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EXHIBIT A

LEGAL DESCRIPTION

Legal Description: Parcel 1: Lots 114 and 115 in the Corporate Grove, being a subdivision of portions of Sections 26 and 27, Township 43 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded August 22, 1984 as Document 2305059, in Lake County, Illinois. - 1177 Corporate Grove Dr., Buffalo Grove

Parcel 2: Lot 4 in Oak Creek-1st Resubdivision of Unit 1, being a resubdivision of Lots 1 to 4, both inclusive, in Oak Creek Unit 1, a subdivision of part of the Southwest fractional quarter of Section 19, Township 39 North, Range 11 East of the Third Principal Meridian and part of the Southeast quarter of Section 24, Township 39 North, Range 10 East of the Third Principal Meridian, according to the plat of Oak Creek-1st Resubdivision of Unit 1 recorded January 5, 1981 as Document No. R81-00359, in DuPage County, Illinois. - 704-784 Oak Creek Drive & 705-797 Springer Drive, Lombard

Parcel 3: Lot 16 in Oak Creek Unit 6, being a subdivision of part of the Southeast quarter of Section 24, Township 39 North, Range 10, East of the Third Principal Meridian and part of the Southwest fractional quarter of Section 19, Township 39 North, Range 11 East of the Third Principal Meridian, according to the plat thereof recorded October 15, 1981, as Document R81-055904, in DuPage County, Illinois. - 901 Oak Creek Drive, Lombard

Parcel 4: Lot 204 in Higgins Industrial Park Unit 145 being a subdivision in the Northeast 1/4 of Section 27, Township 41 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded May 21, 1974 as Document 22722902, in Cook County, Illinois. - 1550-1560 Howard St., Elk Grove Village

Parcel 5: A non-exclusive easement for the benefit of Parcel 1 for the purpose of drainage, stormwater detention and railroad spurs, as created by Declaration of Protective Covenants for the Corporate Grove in Buffalo Grove, Illinois recorded as Document 2321627.

Pin# 15-27-402-007 and 15-27-402-008 (Parcel 1) 1177 Corporate Grove, Buffalo Grove IL

Pin# 06-19-303-010 (Parcel 2) 704-708 Oak Creek Drive, Lombard, IL

Pin# 06-19-304-010 (Parcel 3) 901 Oak Creek Drive, Lombard IL

Pin# 08-27-203-023 (Parcel 4) 1550-1560 Howard Street, Elk Grove Village IL