

THIS DOCUMENT
PREPARED
BY AND WHEN RECORDED
MAIL TO:



Doc#: 0826050004 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/16/2008 11:27 AM Pg: 1 of 12

Richard J. Nakon
Richard J. Nakon & Associates
121 E. Liberty Street, Suite 3
Wauconda, IL 60084

Above Space for Recorder's Use

TENANTS IN COMMON AGREEMENT

This Tenants in Common Agreement ("Agreement") is made and effective as of the date of recordation hereof, by and among the parties listed on Exhibit "A" attached hereto and incorporated herein (each sometimes referred to as a "Tenant in Common" or collectively as the "Tenants in Common"), with reference to the facts set forth below.

RECITALS

A. The Tenants in Common will acquire real property and improvements thereon, including an office building commonly known as 1205 S. Northwest Highway, Barrington, Illinois, as more particularly described in Exhibit "B" attached hereto and incorporated herein (the "Property").

B. The Tenants in Common desire to enter into this Agreement to provide for the orderly administration of the Property and to delegate authority and responsibility for the operation and management of the Property.

C. The Tenants in Common intend that the terms of this Agreement shall comply in all material respects with the requirements for an advance ruling set forth in Revenue Procedure 2002-22, 2002-14 IRB.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Nature of Relationship Between Tenants in Common.

1.1 Tenants in Common Relationship: No Partnership. The Tenants in Common shall each own their respective interests in the Property (the "Interests") as tenants-in-common. The Tenants in Common do not intend by this Agreement to create a partnership or joint venture among themselves, but merely to set forth the terms and conditions upon which each of them shall hold their respective Interests. In addition, the Tenants in Common do not intend to create a partnership or joint venture with the Property Manager (as defined in Section 2). Therefore, each Tenant in Common hereby elects to be excluded from the provisions of Subchapter K of Chapter 1 of the Internal Revenue Code of 1986, as amended (the "Code"), with respect to the tenant in common ownership of the Property. The exclusion elected by the Tenants in Common hereunder shall commence with the execution of this Agreement.

1.2 Reporting as Direct Owners and Not a Partnership. Each Tenant in Common hereby covenants and agrees to report on his federal and state income tax returns all items of income, deduction and credits which result from his Interests. All such reporting shall be consistent with the exclusion of the Tenants in Common

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from Subchapter K of Chapter 1 of the Code, commencing with the first taxable year following the execution of this Agreement. Further, each Tenant in Common covenants and agrees not to notify the Commissioner of Internal Revenue that he desires that Subchapter K of Chapter 1 of the Code apply to the Tenants in Common. Each Tenant in Common hereby agrees to indemnify, protect, defend and hold the other Tenants in Common free and harmless from all costs, liabilities, tax consequences and expenses (for example, taxes, interest and penalties), including, without limitation, attorneys' fees and costs, which may result from any Tenant in Common so notifying the Commissioner in violation of this Agreement or otherwise taking a contrary position on any tax return, report or other document.

1.3 Voting - General. The Tenants in Common must unanimously approve the following: (i) hiring the Property Manager (as defined in Section 2), or any substitute property manager, the Management Agreement (as defined in Section 2) and all amendments and renewals thereof, and the negotiation of any other management agreements; (ii) all financings and refinancing of the Property; and (iii) sale of the Property. All other decisions regarding the Property will be made only with the approval of the Tenants in Common who own more than sixty percent (60%) of the Property.

1.4 Voting - Property Manager and Affiliates. The Property Manager and any affiliates who own Interests will not participate in any vote to terminate the Management Agreement.

1.5 No Agency. No Tenant in Common is authorized to act as agent for, to act on behalf of, or to do any act that will bind, any other Tenant in Common, or to incur any obligations with respect to the Property.

2. Management. The Tenants in Common hereby unanimously consent to this Agreement and the Management Agreement ("Management Agreement") with Sandhu Garla, LLC, an Illinois limited liability company ("Property Manager"). Pursuant to and as set forth in the Management Agreement, the Property Manager shall be the sole and exclusive manager of the Property to act on behalf of the Tenants in Common with respect to the management, operation, maintenance and leasing of the Property, subject to the right of each Tenant in Common to terminate the Management Agreement on an annual basis as set forth in Section 10.1 thereof. All of the terms, covenants and conditions of the Management Agreement are hereby incorporated as if set forth in full herein. Neither (a) the death, retirement, removal, withdrawal, termination or resignation of the Property Manager, (b) any assignment for the benefit of creditors by or the adjudication of bankruptcy or incompetency of the Property Manager, nor (c) the termination of the Management Agreement shall cause the termination of this Agreement and this Agreement shall remain in full force and effect notwithstanding any such events.

3. Income and Liabilities. Except as otherwise provided herein and in the Management Agreement, each of the Tenants in Common shall be entitled to all benefits and obligations of ownership of the Property in accordance with their Interests. Accordingly, each of the Tenants in Common shall (a) be entitled to all benefits of ownership of the Property, on a gross and not a net basis, including, without limitation, all items of income and proceeds from sale or refinance or condemnation, in proportion to their respective Interests and (b) bear, and shall be liable for, payment of all expenses of ownership of the Property, on a gross and not a net basis, including by way of illustration, but not limitation, all operating expenses and expenses of sale or refinancing or condemnation, in proportion to their respective Interests, except for such amounts as may be reasonably determined by the Property Manager to be retained for reserves or improvements in accordance with the Management Agreement. The Property Manager shall disburse to each of the Tenants in Common his pro rata share of the revenue from the Property, after payment of all operating expenses, debt service and such amounts as may be determined by the Property Manager to be retained for reserves or improvements, on the fifteenth (15th) day of each month, but in no event later than three (3) months from the date of receipt by the Property Manager.

4. Tenants in Common Obligations. The Tenants in Common each agree to perform such acts as may be reasonably necessary to carry out the terms and conditions of this Agreement, including, without limitation:

4.1 Documents. Executing documents required in connection with a sale or refinancing of the Property in accordance with Section 5 below and such additional documents as may be required under this Agreement or may be reasonably required to effect the intent of the Tenants in Common with respect to the Property or any loans encumbering the Property, provided that such actions have been properly approved by the Tenants in Common in accordance with Section 1.3.

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4.2 Additional Funds. Each Tenant in Common will be responsible for a pro rata share: (based on each Tenant in Common's respective Interests) of any future cash needed in connection with the ownership, operation, management and maintenance of the Property as determined by the Property Manager pursuant to the Management Agreement. To the extent any Tenant in Common fails to pay any such funds within fifteen (15) days after the Property Manager or Company delivers notice that such additional funds are required, the Property Manager is hereby authorized and directed to withhold any and all sums from such nonpaying Tenant(s) in Common until such funds have been reserved or paid in full. Alternatively, in the Property Manager's discretion, any other Tenant(s) in Common may advance such funds to the nonpaying Tenant(s) in Common, who shall be liable on a fully recourse basis to repay the paying Tenant(s) in Common the amount of any such advance plus interest thereon at the rate of eight percent (8%) per annum (but not more than the maximum rate allowed by law) within thirty-one (31) days of funding the advance. If the nonpaying Tenant in Common is a single member limited liability company, the owner of the limited liability company will be personally liable to repay such advance. In addition, the Property Manager is hereby authorized and directed to pay the Tenant(s) in Common entitled to be repaid the sums loaned (with interest thereon as provided above) out of future cash from operations or from sale or refinancing of the Property or other distributions due the nonpaying Tenant(s) in Common. The remedies against a nonpaying Tenant in Common provided for herein are in addition to any other remedies that may otherwise be available, including by way of illustration, but not limitation, the right to obtain a lien against the Interest of the nonpaying Tenant(s) in Common to the extent allowed by law. By executing this Agreement, each Tenant in Common agrees (i) that any such short-term advance will be made on a fully recourse basis, (ii) if such Tenant in Common is a single member limited liability company, such advance shall be recourse to the single member of the limited liability company, and (iii) to repay such advance within thirty-one (31) days of funding.

5. Sale or Encumbrance of Property.

5.1 Sale. In accordance with the Management Agreement, the Property Manager shall be entitled to seek and negotiate the terms of financing for the Property, including loans secured by the Property, and the sale of the Property (or portions thereof) to third-party purchasers. In accordance with Section 1.3 hereof, any loan encumbering the Property and any sale of the Property shall be subject to unanimous approval by the Tenants in Common, which approval shall be communicated to the Property Manager by written response to a written request by the Property Manager for approval. Any such written request of the Property Manager shall be accompanied by summary thereof setting forth the material terms of the proposed loan or sale.

5.2 Distribution of Loan or Sales Proceeds. Notwithstanding any other provisions of this Agreement, proceeds of a loan or sale shall be distributed at the closing of the loan or the sale as follows:

5.3 To the extent necessary, the proceeds shall first be used to pay in full any loans encumbering title to the Property.

5.4 To the extent necessary, the proceeds shall next be used to pay in full any unsecured loans made to the Tenants in Common with respect to the Property.

5.5 The proceeds shall next be used to pay all outstanding costs and expenses incurred in connection with the holding, marketing and sale of the Property.

5.6 The proceeds shall next be used to pay all outstanding fees and costs as set forth in the Management Agreement.

5.7 Any proceeds remaining shall be paid to each Tenant in Common in accordance with their respective Interests as provided in Section 3 above.

6. Possession. The Property Manager will operate the Property and any business thereon at all times. Accordingly, no Tenant in Common shall have the right to individually occupy or use the Property at any time during the term of this Agreement.

7. Transfer or Encumbrance. Subject to compliance with the specific terms of this Agreement, applicable securities laws and compliance with the terms of any loan (and associated loan agreement and

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documents) secured by the Property, each Tenant in Common may sell, transfer, convey, pledge, encumber or hypothecate the Interests (or any part thereof). Any such transferee shall take such Interests subject to this Agreement and the transferor and transferee shall execute and cause to be recorded an assignment and assumption agreement whereby (i) transferor assigns to transferee all of his right, title and interest in and to this Agreement and the Management Agreement; and (ii) transferee assumes and agrees to perform faithfully and to be bound by all of the terms, covenants, conditions, provisions and agreements of this Agreement and the Management Agreement with respect to the Interests to be transferred. Upon execution and recordation of such assumption agreement, the transferee shall become a party to this Agreement without further action by the other Tenants in Common.

8.1 General. The Tenants in Common agree generally that any Tenant in Common (and any of his successors-in-interest) shall have the right, while this Agreement remains in effect, to file a complaint or institute any proceeding at law or in equity to have the Property partitioned in accordance with and to the extent provided by applicable law. The Tenants in Common acknowledge and agree that partition of the Property may result in a forced sale by all of the Tenants in Common. To avoid the inequity of a forced sale and the potential adverse effect on the investment by the other Tenants in Common, the Tenants in Common agree that, as a condition precedent to filing a partition action, the Tenant in Common filing such action shall follow the buy-sell procedure set forth in Section 10.

8.2 Lender Mandate. Notwithstanding the general provisions of Section 8.1, if required by a lender as a condition of making a loan to the Tenants in Common to acquire the Property or refinance any loan secured by the Property, the Tenants in Common shall be deemed to have waived their right to file a complaint or institute any proceeding at law or in equity to have the Property partitioned in accordance with local law.

9. Bankruptcy. The Tenants in Common agree that the following shall constitute an Event of Bankruptcy with respect to any Tenant in Common and his Successors (as defined in Section 12.1): (a) if a receiver, liquidator or trustee is appointed for any Tenant in Common; (b) if any Tenant in Common becomes insolvent, makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due; (c) if any petition for bankruptcy, reorganization, liquidation or arrangement pursuant to federal bankruptcy law, or similar federal or state law shall be filed by or against, consented to, or acquiesced in by, any Tenant in Common; provided, however, if such appointment, adjudication, petition or proceeding was involuntary and not consented to by such Tenant in Common then, upon the same not being discharged, stayed or dismissed within thirty (30) days thereof. To avoid the inequity of a forced sale and the potential adverse effect on the investment of the other Tenants in Common, the Tenants in Common agree that, as a condition precedent to entering into this Agreement, the Tenant in Common causing such Event of Bankruptcy shall follow the buy-sell procedure set forth in Section 10.

10. Buy-Sell Procedure. Notwithstanding anything to the contrary in this Agreement, if a Tenant in Common desires to sell or transfer its Interest or if a Tenant in Common intends to file a partition action in accordance with Section 8.1 (to the extent such right has not been waived as provided in Section 8.2) or upon the occurrence of an Event of Bankruptcy in accordance with Section 9, the Tenant in Common filing such action or the subject of the Event of Bankruptcy (hereinafter, "Seller") shall first make a written offer ("Offer") to sell its Interest to the other Tenants in Common at a price equal to (a) the Fair Market Value (as defined below) of the Seller's Interest minus (b) (i) Seller's proportionate share of any fee or other amount that would be payable to the Property Manager or any affiliates (including any real estate commission) under the Management Agreement upon the sale of the Property at a price equal to the Fair Market Value and (ii) selling, prepayment or other costs that would apply in the event the Property was sold on the date of the offer. The other Tenants in Common shall be entitled to purchase a portion of the Seller's Interest in proportion to their undivided interest in the Property. In the event any Tenant in Common elects not to purchase its share of the Seller's Interest, the other Tenants in Common shall be entitled to purchase additional interests based on their undivided interest in the Property. "Fair Market Value" shall mean the fair market value of Seller's Interest on the date the Offer is made as determined in accordance with the procedures set forth below. The other Tenants in Common shall have twenty (20) days after delivery of the Offer to accept the Offer. If any or all of the other Tenants in Common ("Purchaser") accept the Offer, Seller and Purchaser shall commence negotiation of the Fair Market Value within fifteen (15) days after the Offer is accepted. If the parties do not agree, after good faith negotiations, within ten (10) days, then each party shall submit to the other a proposal containing the Fair Market Value the submitting party believes to be correct ("Proposal"). If either party fails to timely submit a Proposal, the other party's submitted proposal shall determine

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the Fair Market Value. If both parties timely submit Proposals, then the Fair Market Value shall be determined by final and binding arbitration in accordance with the procedures set forth below. The parties shall meet within seven (7) days after delivery of the last Proposal and make a good faith attempt to mutually appoint a MAI certified real estate appraiser who shall have been active full-time over the previous five (5) years in the appraisal of comparable properties located in the County or City in which the Property is located to act as the arbitrator. If the parties are unable to agree upon a single appraiser, then the parties each shall, within five (5) days after the meeting, each select an appraiser that meets the foregoing qualifications. The two (2) appraisers so appointed shall, within fifteen (15) days after their appointment, appoint a third appraiser meeting the foregoing qualifications. The determination of the appraiser as to Fair Market Value shall be limited solely to the issue of whether Seller's or Purchaser's Proposal most closely approximates the fair market value. The decision of such appraiser shall be made within thirty (30) days after the appointment of a single arbitrator or the third arbitrator, as applicable. The appraiser shall have no authority to create an independent structure of Fair Market Value or prescribe or change any or several of the components or the structure thereof; the sole decision to be made shall be which of the parties' Proposals most closely corresponds to Fair Market Value. The decision of such appraisers shall be binding upon the parties. If either party fails to appoint an appraiser within the time period specified above, the appraiser appointed by one of them shall reach a decision which shall be binding upon the parties. The cost of the appraisers shall be paid equally by Seller and Purchaser. The decision of the appraiser may be submitted to any court of competent jurisdiction by either party designated.

11. INTENTIONALLY LEFT BLANK.

12. General Provisions.

12.1 Mutuality; Reciprocity; Runs With the Land. All provisions, conditions, covenants, restrictions, obligations and agreements contained herein or in the Management Agreement are made for the direct, mutual and reciprocal benefit of each and every part of the Property; shall be binding upon and shall inure to the benefit of each of the Tenants in Common and their respective heirs, executors, administrators, successors, assigns, devisees, representatives, lessees and all other persons acquiring any undivided interest in the Property or any portion thereof whether by operation of law or any manner whatsoever (collectively, "Successors"); shall create mutual, equitable servitudes and burdens upon the undivided interest in the Property of each Tenant in Common in favor of the interest of every other Tenant in Common; shall create reciprocal rights and obligations between the respective Tenants in Common, their interests in the Property, and their Successors; and shall, as to each of the Tenants in Common and their Successors operate as covenants running with the land, for the benefit of the other Tenants in Common pursuant to applicable law, including, but not limited to, the laws of the State where the Property is located. It is expressly agreed that each covenant contained herein or in the Management Agreement (a) is for the benefit of and is a burden upon the undivided interests in the Property of each of the Tenants in Common, (b) runs with the undivided interest in the Property of each Tenant in Common and (c) benefits and is binding upon each Successor owner during its ownership of any undivided interest in the Property, and each owner having any interest therein derived in any manner through any Tenant in Common or Successor. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every restriction, provision, covenant, right and limitation contained herein or in the Management Agreement, whether or not such person or entity expressly assumes such obligations or whether or not any reference to this Agreement or the Management Agreement is contained in the instrument conveying such interest in the Property to such person or entity. The Tenants in Common agree that, subject to the restrictions on transfer contained herein, any Successor shall become a party to this Agreement and the Management Agreement upon acquisition of an undivided interest in the Property as if such person was a Tenant in Common initially executing this Agreement.

12.2 Binding Arbitration. Any dispute, claim or controversy arising out of or related to this Agreement, shall be adjudicated by arbitration in Chicago, Illinois, in accordance with the rules of The American Arbitration Association, and judgment entered upon the award rendered may be enforced by appropriate judicial action pursuant to the Illinois Code of Civil Procedure. The arbitration panel shall consist of one (1) member. The arbitrator shall allocate among the parties any fees and expenses of the arbitrator, other tribunal fees and expenses, reasonable attorney's fees and costs.

12.3 Attorneys' Fees. If any arbitration, action or proceeding is instituted between all or any

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of the Tenants in Common arising from or related to or with this Agreement, the Tenant in Common or Tenants in Common prevailing in such action or arbitration shall be entitled to recover from the other Tenant in Common or Tenants in Common all of his or their costs of action, proceeding or arbitration, including, without limitation, reasonable attorneys' fees and costs as fixed by the court or arbitrator therein.

12.4 Entire Agreement. This Agreement, together with the Management Agreement, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

12.5 Governing Law; Venue. This Agreement shall be governed by and construed under the internal laws of the State where the Property is located without regard to choice of law rules. Any action arising out of or relating to this Agreement shall be subject to binding arbitration in Chicago, Illinois, in accordance with Section 12.2.

12.6 Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

12.7 Notice and Payments. Any notice to be given or other document or payment to be delivered by any party to any other party hereunder may be delivered in person, or may be deposited in the United States mail, duly certified or registered, return receipt requested, with postage prepaid, or by Federal Express or other similar overnight delivery service, and addressed to the Tenants in Common at the addresses specified in Exhibit "A" hereto. Any party hereto may from time to time, by written notice to the others, designate a different address which shall be substituted for the one above specified. Unless otherwise specifically provided for herein, all notices, payments, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given and received (a) upon personal delivery, or (b) as of the third business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as set forth above, or (c) the immediately succeeding business day after deposit with Federal Express or other similar overnight delivery system.

12.8 Successors and Assigns. All provisions of this Agreement shall inure to the benefit of and shall be binding upon the Successors of the parties hereto.

12.9 Term. This Agreement shall commence as of the date of recordation and shall terminate at such time as the Tenants in Common or their successors-in-interest or assigns no longer own the Property as tenants-in-common. In no event shall this Agreement continue beyond December 31, 2033. The bankruptcy, death, dissolution, liquidation, termination, incapacity or incompetence of a Tenant in Common shall not cause the termination of, or have any other effect on, this Agreement.

12.10 Waivers. No act of any Tenant in Common shall be construed to be a waiver of any provision of this Agreement, unless such waiver is in writing and signed by the Tenant in Common affected. Any Tenant in Common hereto may specifically waive any breach of this Agreement by any other Tenant in Common, but no such waiver shall constitute a continuing waiver of similar or other breaches.

12.11 Counterparts. This Agreement may be executed in counterparts, each of which, when taken together, shall be deemed one fully executed original Severability. If any portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

12.13 Securities Laws. THE UNDIVIDED INTERESTS IN THE PROPERTY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, NOR APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, OR BY THE SECURITIES REGULATORY AUTHORITY OF ANY STATE, NOR HAS ANY COMMISSION OR AUTHORITY PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OR THE ACCURACY OR ADEQUACY OF ANY DISCLOSURE MADE IN CONNECTION THEREWITH. ANY REPRESENTATION TO THE CONTRARY IS

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A CRIMINAL OFFENSE THE PROJECTS MAY NOT BE RESOLD WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES LAWS OR EXEMPTION THEREFROM.

12.14 Time is of the Essence. Time is of the essence of each and every provision of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

TENANTS IN COMMON:

SANDHU DECATUR, LLC -- D&J,
AN ILLINOIS LIMITED LIABILITY COMPANY

BY: Harjinder Singh
HARJINDER SINGH, ITS MANAGER

SVAR LIMITED PARTNERSHIP, AN ILLINOIS LIMITED
PARTNERSHIP

BY: Prabakar Gupta Garla
PRABHAKAR GUPTA GARLA,
ITS GENERAL PARTNER

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Handwritten initials: PG

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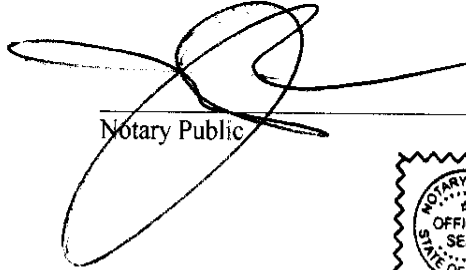
STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT HARJINDER SINGH, 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 severally acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

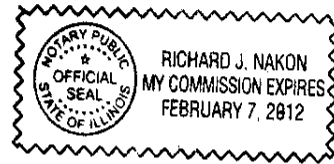
Given under my hand and official seal, this 24th day of June, 2008.

My Commission expires

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Notary Public



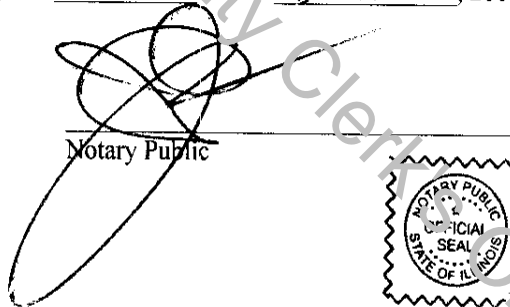
STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT PRABHAKAR GUPTA GARLA, personally known to me to be GENERAL PARTNER OF SVAR LIMITED PARTNERSHIP, an Illinois Corporation, and personally known to me to be same person whose name is subscribed to the foregoing instrument, appeared before me this day in persona and acknowledged that as such President, he signed and delivered said instrument as General Partner of said limited partnership, as his free and voluntary act, and as the free and voluntary act for the uses and purposed herein set forth.

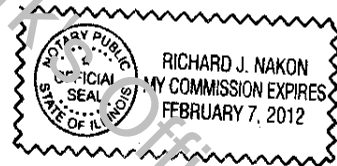
Given under my hand and official seal, this 24th day of June, 2008.

My Commission expires

2/7/12



Notary Public



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EXHIBIT "A"

TENANTS IN COMMON AND PERCENTAGE INTERESTS

<u>TENANTS IN COMMON</u>	<u>PERCENTAGE INTEREST</u>
HARJINDER SINGH	50.0%
SVAR LIMITED PARTNERSHIP, C/O PRABHAKAR GUPTA GARLA, 74 DUNDEE LANE, BARRINGTON HILLS, ILLINOIS	50.0%

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EXHIBIT "B"

LEGAL DESCRIPTION OF PROPERTY LOCATED AT
1205 S. NORTHWEST HIGHWAY, BARRINGTON, IL

Property of Cook County Clerk's Office



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LEGAL DESCRIPTION TO EXHIBIT "B"

LEGAL DESCRIPTION

Lot 7 and 8 in Arthur T. McIntosh and Co.'s Parkview Acres, a subdivision in the Northwest Quarter of Section 8, Township 42 North, Range 10 East of the Third Principal Meridian except that part thereof taken for road purposes as contained in document 3787035 filed April 17, 1989, described as follows:

Beginning at the Southwesterly corner of said Lot 8, being also a point on a 1852.96 foot radius curve, the center of circle of said curve bears North 28 degrees, 42 minutes, 57 seconds East from said point; thence Southeasterly along the Southwesterly line of said Lots 7 and 8 and said curve 126.02 feet; thence South 65 degrees, 10 minutes, 51 seconds East along the Southwesterly line of said Lot 7 a distance of 17.73 feet to the Southeasterly corner of said Lot 7; thence North 8 degrees, 36 minutes, 35 seconds East along the Easterly line of said Lot 7 a distance of 12.89 feet; thence North 66 degrees, 11 minutes, 25 seconds West 53.10 feet; thence Northwesterly 166.00 feet along a tangential curve concave to the Northeast having a radius of 1923.09 feet through a central angle of 4 degrees, 56 minutes, 44 seconds to the Westerly line of said Lot 8; thence South 28 degrees, 42 minutes, 8 seconds West along said Westerly line 11.42 feet to the point of beginning, in Cook County, Illinois and except the Westerly 9.35 feet of Lot 8 lying Northerly of the Northerly line of Northwest highway as widened, in Arthur T. McIntosh and Co.'s Parkview Acres in the Northwest Quarter of Section 8, Township 42 North, Range 10 East of the Third Principal Meridian

Also,

Except that part taken for highway purposes by order entered in Case 01L050453 described as follows: That part of Lot 7 beginning at the point of intersection of the Easterly line of said Lot 7 with the Northeasterly right of way line of the Northwest Highway (U.S. Route 14) as contained in said document registered April 17, 1989 as document 3787035; thence on an assumed bearing of North 65 degrees 29 minutes 54 seconds West along the said Northeasterly right of way line of Northwest Highway (U.S. Route 14), a distance of 52.65 feet (53.10 feet recorded); thence Northwesterly 2.51 feet along the said Northeasterly right of way line of Northwest Highway on a curve to the right having a radius of 1923.09 feet, the chord of said curve bears North 66 degrees 23 minutes 43 seconds West, 2.51 feet; thence North 87 degrees 4 minutes 6 seconds East, a distance of 54.59 feet to the Easterly line of said Lot 7; thence South 9 degrees 1 minute 34 seconds West along the Easterly line of said Lot 7, a distance of 25.10 feet to the point of beginning, in Cook County, Illinois.

PIN: 02-08-100-039 Vol. 148

Common Address: 1205 S. Northwest Highway, Barrington, Illinois 60061