



Doc#: 0829644016 Fee: \$60.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/22/2008 10:06 AM Pg: 1 of 13

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After recording, return to:  
Keith L. Moore, Esq.  
806 Greenwood Street  
Evanston, Illinois 60201

**FIRST MODIFICATION AGREEMENT**

21 This **FIRST MODIFICATION AGREEMENT** (this "Agreement") dated as of October 21, 2008, with an effective date of August 17, 2008, is made and entered into by and between **NORTH STAR TRUST COMPANY**, not personally, but as Trustee (the "**Trustee**") under Trust Agreement dated June 20, 2001, and known as Trust Number 01-3690 (the "**Trust**"), and **LIFEGATE REALTY II, LLC**, an Illinois limited liability company (the "**Beneficiary**"), jointly and severally (the Trust and the Beneficiary are hereinafter referred to collectively as "**Borrower**"), whose addresses are North Star Trust Company, 500 West Madison Street, Suite 3150, Chicago, IL 60661, and Lifegate Realty II, Box 11, St. Charles, IL 60174, and **MAX STARR**, ("Guarantor") in favor of **U.S. BANK NATIONAL ASSOCIATION** ("Lender"), whose address is 209 South LaSalle Street, Suite 210, Chicago, IL 60604 This Agreement is based upon the following recitals which are made a material part of this Agreement.

A. Borrower is indebted to Bank under that certain Secured Promissory Note made by Borrower in favor of Bank dated August 17, 2007 (the "Note"), in the original principal amount of **ONE MILLION FOUR HUNDRED NINETY THOUSAND DOLLARS (\$1,490,000.00)** (the "Loan Amount").

B. The Loan, as hereinafter defined, evidenced by the Note was made to Borrower pursuant to a certain Loan Agreement, dated August 17, 2007 (the "Loan Agreement").

C. The Note is secured and guaranteed by the following documents and instruments:

(1) That certain first priority Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing granted by Borrower for the benefit of Lender, dated August 17, 2007, and recorded on September 11, 2007, as Document No. 0725433007, with the Cook County Recorder of Deeds (as otherwise amended, modified, restated or renewed heretofore, in connection herewith, or from time to time hereafter, the "Mortgage") and

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currently encumbering the real estate legally described in Exhibit A attached hereto (the "Land") and the Property, as defined in the Mortgage;

(2) That certain Guaranty of Payment, Performance and Carry dated August 17, 2007 (the "Guaranty"), given to Lender by Guarantor;

(3) That certain Hazardous Materials Indemnity Agreement, dated August 17, 2007 (the "Environmental Indemnity"), given to Lender by Borrower and Guarantor;

(4) That certain Security Agreement and Security Assignment under Land Trust, dated August 17, 2007 (the "Security Agreement"), given to Lender by Beneficiary;

(5) Certain UCC-1 Financing Statements and other loan documents as defined in the Loan Agreement.

D. The Note, the Loan Agreement, the Mortgage, the Guaranty, the Environmental Indemnity, the Security Agreement and the UCC-1 Financing Statements along with the other Security Documents, as defined in the Loan Agreement, are hereinafter referred to as the "Loan Documents."

E. The "Loan" or the "loan" as used herein, or in any other Loan Document, shall be deemed to be the loan made by Lender to Borrower, as evidenced, secured and guaranteed by the Note, the Loan Agreement, the Mortgage, the Guaranty, the Environmental Indemnity, the Security Agreement, the UCC-1 Financing Statements and the other Loan Documents.

F. Lender and Borrower desire to extend the Maturity Date of the Loan and to amend certain terms of the Loan and the Loan Documents as more fully provided herein. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Loan Agreement.

NOW, THEREFORE, in consideration of the recitals and the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree to modify the Loan Documents as follows:

1. Amendment to Maturity Date. Notwithstanding anything in the Note, the Mortgage and other Loan Documents to the contrary, the "Maturity Date" as defined in the Note shall be extended to February 17, 2009, and all unpaid principal, interest and other charges, fees and expenses shall be due and owing and paid to Lender on February 17, 2009. Any reference in the Mortgage and other Loan Documents to the "Maturity Date" or the date on which the final installment shall be due and payable shall be deemed to refer to February 17, 2009.

2. Interest Rate. Effective as of the effective date hereof, the Note is hereby amended by deleting Section 3(a) thereof and substituting the following:

(a) Absent an Event of Default hereunder, interest on each advance hereunder shall accrue at an annual rate (the "Interest Rate") equal to 3.00% plus the one-month

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LIBOR rate quoted by Lender from Reuters Screen LIBOR01 Page or any successor thereto, which shall be that one-month LIBOR rate in effect two New York Banking Days prior to the Reprice Date, adjusted for any reserve requirement and any subsequent costs arising from a change in government regulation, such rate rounded up to the nearest one-sixteenth percent and such rate to be reset monthly on each Reprice Date. The term "**Reprice Date**" means the first day of each month. If the initial advance under this Note occurs other than on the Reprice Date, the initial one-month LIBOR rate shall be that one-month LIBOR rate in effect two New York Banking Days prior to the date of the initial advance, which rate plus the percentage described above shall be in effect until the next Reprice Date. Lender's internal records of applicable interest rates shall be determinative in the absence of manifest error. Interest on the unpaid principal balance shall be computed on the basis of a 360 day year, but shall be charged for the actual number of days interest is unpaid (actual  $\div$  360).

Interest on the Revolving Credit Loan shall continue to be due and payable monthly as set forth in the Note.

3. Interest Reserve. After the current balance of the Interest Reserve is reduced to zero in paying interest on the Loan, Borrower shall commence paying interest on the Loan from its separate sources.

4. Pledge of Additional Collateral. As a condition to the effectiveness of this modification and as additional collateral for the Loan, Guarantor shall pledge to Lender and grant to Lender a perfected first priority security interest in all of Guarantor's right, title and interest in and to certain accounts and investments owned by Guarantor (or owned by a revocable trust controlled by Guarantor) held with Goldman Sachs & Co. ("Goldman"), which accounts and investments consist of the following:

Account/Investment	Value as of 07/31/08
Goldman Sachs Bank Deposit Account	\$77,269.43
GS Private Equity Partners 1999 LP	\$968,668.00
GS Private Equity Partners Technology 2000 Fund LP	\$637,555.00
<b>Total:</b>	<b>1,683,492.43</b>

The foregoing pledge and security interest shall be evidenced by an agreement between Lender and Guarantor containing such terms and conditions as shall be required by Lender. In addition, it shall be a further condition to the effectiveness of this Agreement that Guarantor obtain from Goldman an executed control agreement containing such terms and conditions as shall be required by Lender, and as necessary for Lender to obtain a perfected security interest in the foregoing accounts and investments. In the event Goldman fails, refuses or delays in executing any control agreement submitted to it for execution, Lender shall have the right to require Guarantor to add Lender as a co-party and co-signer to said accounts and investments, unless there is some way other than by obtaining an executed control agreement or by becoming a co-party to the accounts and investments for Lender to obtain a perfected security interest in the foregoing accounts and investments. In the event the value of the accounts falls below \$1,000,000.00, Lender shall have the right upon thirty (30) days written notice to Borrower and Guarantor to require Guarantor to pledge

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additional collateral to Lender so that the total value of all additional collateral shall equal or exceed \$1,000,000.00. Guarantor's failure or refusal to pledge such additional collateral within such time period after notice shall constitute an Event of Default.

5. Guarantor Minimum Net Worth Requirement. Effective as of the effective date hereof, the Loan Agreement is hereby amended by deleting from the definition of "Guarantor Minimum Net Worth Requirement" in the Loan Agreement the amount of "**TWENTY-FIVE MILLION DOLLARS (\$25,000,000.00)**" and substituting the amount of "**TWENTY MILLION DOLLARS (\$20,000,000.00)**".

6. Construction Commencement. Effective as of the effective date hereof, any provision in the Loan Agreement or other Loan Documents requiring Borrower to have commenced construction of the Project on or before August 17, 2008, is hereby deleted.

7. Outstanding Balance. Borrower acknowledges and agrees that the principal balance outstanding under the Note as of the date hereof is **\$1,462,843.00**, which amount does not include accrued interest or fees, if any, owing to Lender.

8. Expenses. In partial consideration of Lender's agreement to extend the Loan as set forth in this Agreement, Borrower shall pay to Lender a loan modification fee in the amount of Seven Thousand Four Hundred Fifty Dollars (\$7,450.00) [i.e., One-half Percent (0.50%) of the Loan Amount], plus all reasonable and customary out of pocket costs and expenses incurred by Lender in connection with this Agreement and the matters referred to herein, including, but not limited to, reasonable fees and expenses of outside counsel to Lender. Borrower hereby authorizes Lender, at Lender's discretion, to increase the principal balance of the Note to pay such costs, expenses or fees incurred by Lender, in the event the same are not paid by Borrower to Lender from Borrower's separate sources.

9. Representations and Warranties. Borrower hereby represents and warrants to, and covenants and agrees for the benefit of, Lender as follows:

(a) This Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of Borrower enforceable in accordance with its terms, subject to applicable bankruptcy and insolvency laws, and general principles of equity.

(b) As of the date hereof, all of the representations, warranties and covenants of Borrower set forth in the Note, the Mortgage and other Loan Documents are true and correct as if made on the date hereof, and no default or event of default under or within the meaning of the Note, the Mortgage or other Loan Documents has occurred and is continuing thereunder.

10. Title Policy Endorsement and Consents/Resolutions. Concurrently with the execution of this Agreement, at the request of Lender, Borrower, at its sole cost and expense, shall obtain and deliver to Lender an endorsement to its loan policy of title insurance ("Policy"), extending the effective date of the Policy through the recording of this Agreement, insuring this Agreement in Schedule A of the Policy, and insuring the priority of the Mortgage as modified by this Agreement. In addition, Borrower shall deliver to Lender such member and/or manager

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consents or resolutions authorizing this Agreement and the execution thereof by Guarantor, as Manager of Borrower.

11. Ratification of Loan Documents. Except as expressly modified herein, the Note, the Mortgage and the other Loan Documents, are hereby ratified and confirmed, and shall remain in full force and effect, and the Note shall continue to be secured by the Mortgage, and the Loan and the Note shall continue to be guaranteed by the Guaranty, and nothing herein contained and nothing done pursuant hereto, shall affect the lien, charge or encumbrance of the Mortgage, or the priority thereof with respect to other liens, charges, encumbrances or conveyances, or release or affect the liability of any party or parties whomsoever who may now or hereafter be liable under or on account of the Loan Documents. Any reference to the Mortgage in any of the Loan Documents is hereby deemed to be a reference to such instrument as hereby modified.

12. Authorizations. Borrower and Guarantor hereby represent and warrant to Lender that all resolutions, authorizations or consents necessary for Borrower and Guarantor to execute, deliver and perform this Agreement have been obtained and are in full force and effect on the date hereof. Borrower and Guarantor authorize Lender to record this Agreement.

13. Successors and Assigns. This Agreement shall be binding on Borrower, Guarantor and Lender, and their respective successors and assigns. "Borrower", "Guarantor" and "Lender," as used herein, shall be deemed to include Borrower's, Guarantor's and Lender's successors, assigns, authorized agents, designees, transferees, and purchasers of such entity's interests, respectively.

14. No Waiver. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provisions of this Agreement. Any waiver by Lender must be in writing and will not be construed as a continuing waiver. No waiver will be implied from delay or failure to take action on account of any default of Borrower.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

16. Amendment. This Agreement may not be modified or amended except by written agreement of the parties hereto. The headings in this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of and provisions hereof. If any term, covenant or condition, agreement, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each covenant and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement represents the entire agreement between the parties and all prior negotiations and oral or written communications between the parties concerning the subject loan are superseded hereby.

17. Consent of Guarantor. Guarantor expressly consents to the terms, provisions and conditions of this First Modification Agreement and acknowledges and ratifies all terms of the Note, the Mortgage and other Loan Documents, as modified by this First Modification Agreement.

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18. Limitation on Liability of Land Trust. This instrument is executed by North Star Trust Company, not personally, but solely as Trustee as aforesaid, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such personal liability, if any, being expressly waived by all parties hereunder and by every person now or hereafter claiming any right hereunder. The Trustee has no knowledge of the factual matters herein contained and all agreements, conditions, representations, warranties, covenants and acknowledgments are made solely upon the direction or on behalf of the beneficiary or beneficiaries of the Trust, and no personal liability shall be asserted or be enforceable against Trustee, all such personal liability, if any, being expressly waived and released.

[Signatures and Acknowledgments on Following Pages]

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## COUNTERPART SIGNATURE PAGE TO FIRST MODIFICATION AGREEMENT

IN WITNESS WHEREOF, Borrower has caused this First Modification Agreement to be signed and sealed by its duly authorized representative as of the day and year first above written.

**NORTH STAR TRUST COMPANY**  
as Trustee under Trust Number 01-3690  
and not individually

By: *Laurel D. Castro*  
Name: ~~Laurel D. Castro~~ **Maritza Castillo**  
Title: ~~Trust Officer~~ **Trust Officer**

**LIFEGATE REALTY II,**  
an Illinois limited liability company

By: *Max*  
Name: \_\_\_\_\_  
Title: **MGR**

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ~~Laurel D. Castro~~ **Maritza Castillo** the Trust Officers of **NORTH STAR TRUST COMPANY**, the party to the foregoing instrument, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such president, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, on behalf of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21<sup>st</sup> day of October, 2008.



*Silvia Medina*  
Notary Public

My Commission Expires: \_\_\_\_\_

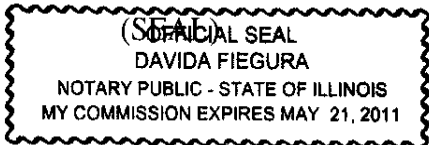
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MAX STARR the MANAGER of **LIFEGATE REALTY II, LLC**, the party to the foregoing instrument, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such president, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, on behalf of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15 day of S October, 2008.

Dauida Fiegura  
Notary Public



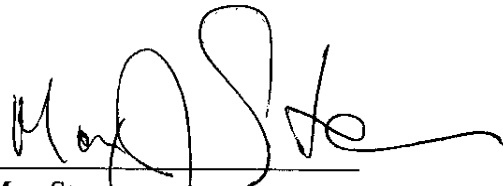
My Commission Expires: \_\_\_\_\_

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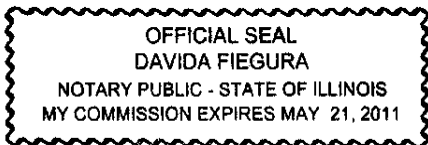
## COUNTERPART SIGNATURE PAGE TO FIRST MODIFICATION AGREEMENT CONSENT OF GUARANTOR

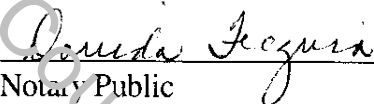
  
\_\_\_\_\_  
Max Starr

STATE OF ILLINOIS     )  
  ) SS:  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Max Starr personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15 day of October, 2008.



  
\_\_\_\_\_  
Notary Public

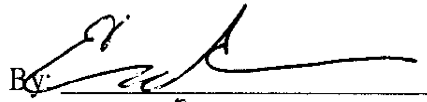
My Commission expires: \_\_\_\_\_

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## COUNTERPART SIGNATURE PAGE TO FIRST MODIFICATION AGREEMENT

IN WITNESS WHEREOF, Lender has caused this First Modification Agreement to be signed and sealed by its duly authorized representative as of the day and year first above written.

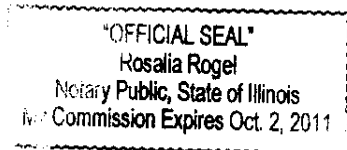
**U.S. BANK NATIONAL ASSOCIATION**

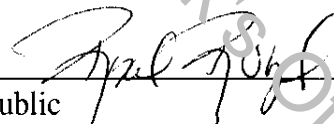
By:   
Name: EMAD MURRAR  
Its: VP

STATE OF ILLINOIS     )  
  ) SS:  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that EMAD MURRAR, the VICE PRESIDENT of LENDER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21 day of October, 2008.



  
Notary Public  
My Commission expires: 10/29/2011

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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

THAT PART OF LOT 2 IN THE FINAL PLAT OF MITSUWA RESUBDIVISION, BEING A RESUBDIVISION OF THE FINAL PLAT OF YAOHAN RESUBDIVISION, IN PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 26, 2001 AS DOCUMENT NUMBER 0011005775, THAT PART OF SAID LOT 2 BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT 2 (BEING ALSO THE EASTERLY LINE OF ARLINGTON HEIGHTS ROAD AS DEFINED BY SAID FINAL PLAT OF MITSUWA RESUBDIVISION AND HAVING A BEARING OF SOUTH 07 DEGREES, 41 MINUTES, 37 SECONDS WEST IN ACCORDANCE WITH SAID FINAL PLAT) WHICH POINT IS 209.28 FEET, AS MEASURED ALONG SAID WESTERLY LINE, SOUTH OF THE NORTHWESTERLY CORNER OF SAID LOT 2 AND RUNNING THENCE SOUTH 59 DEGREES, 02 MINUTES, 13 SECONDS EAST, (THIS COURSE AND ALL OF THE FOLLOWING COURSES AND DISTANCES BASED UPON SAID FINAL PLAT OF MITSUWA RESUBDIVISION) A DISTANCE OF 117.35 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTWARDLY AND EASTWARDLY ALONG A CURVED LINE, BEING AN ARC OF A CIRCLE, CONVEX TO SOUTHWEST, HAVING A RADIUS OF 85.00 FEET AND TANGENT TO THE LAST DESCRIBED LINE, AN ARC DISTANCE OF 44.29 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88 DEGREES, 53 MINUTES, 27 SECONDS EAST, A DISTANCE OF 239.16 FEET TO AN INTERSECTION WITH THE MOST EASTERLY LINE OF SAID LOT 2, SAID POINT OF INTERSECTION BEING 5.28 FEET, AS MEASURED ALONG SAID MOST EASTERLY LINE, SOUTH OF THE ANGLE POINT IN SAID MOST EASTERLY LINE; THENCE NORTH 00 DEGREES, 00 MINUTES, 03 SECONDS EAST, ALONG SAID MOST EASTERLY LINE, A DISTANCE OF 5.28 FEET TO SAID ANGLE POINT; THENCE CONTINUING ALONG SAID EASTERLY LINE OF LOT 2, HAVING A BEARING OF NORTH 74 DEGREES, 01 MINUTES, 50 SECONDS WEST, A DISTANCE OF 13.95 FEET TO ANOTHER ANGLE POINT IN SAID EASTERLY LINE OF LOT 2; THENCE NORTH 00 DEGREES, 00 MINUTES, 03 SECONDS EAST, CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE 267.14 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 2; THENCE NORTH 88 DEGREES, 47 MINUTES, 54 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 240.75 FEET TO AN ANGLE POINT IN SAID NORTH LINE; THENCE NORTH 88 DEGREES, 10 MINUTES, 00 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 99.76 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 2; THENCE SOUTH 07 DEGREES, 41 MINUTES, 37 SECONDS WEST ALONG SAID WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 209.28 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF ARLINGTON HEIGHTS, COOK COUNTY, ILLINOIS.

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## PARCEL 2:

THAT PART OF LOT 2 OF THE MITSUWA RESUBDIVISION AS SHOWN ON THAT CERTAIN PLAT RECORDED IN THE COOK COUNTY RECORDER'S OFFICE ON 10-26-01, AS DOCUMENT NUMBER 0011005775 AND KNOWN AS THE FINAL PLAT OF MITSUWA RESUBDIVISION, BEING A RESUBDIVISION OF THE FINAL PLAT OF YAOHAN RESUBDIVISION LOCATED IN PART OF THE NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF ARLINGTON HEIGHTS, COOK COUNTY, ILLINOIS, SAID PART OF LOT 2 BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT 2 (BEING ALSO THE EASTERLY LINE OF ARLINGTON HEIGHTS ROAD AS DEFINED BY SAID FINAL PLAT OF MITSUWA RESUBDIVISION AND HAVING A BEARING OF SOUTH 07 DEGREES, 41 MINUTES, 37 SECONDS WEST IN ACCORDANCE WITH SAID FINAL PLAT) WHICH POINT IS 209.28 FEET, AS MEASURED ALONG SAID WESTERLY LINE, SOUTH OF THE NORTHWESTERLY CORNER OF SAID LOT 2 AND RUNNING THENCE SOUTH 59 DEGREES, 02 MINUTES, 13 SECONDS EAST, (THIS COURSE AND ALL OF THE FOLLOWING COURSES AND DISTANCE ARE BASED UPON SAID FINAL PLAT OF MITSUWA RESUBDIVISION) A DISTANCE OF 117.35 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTWARDLY AND EASTWARDLY ALONG A CURVED LINE, BEING AN ARC OR A CIRCLE, CONVEX TO SOUTHWEST, HAVING A RADIUS OF 85.00 FEET AND TANGENT TO THE LAST DESCRIBED LINE, AN ARC DISTANCE OF 44.29 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88 DEGREES, 53 MINUTES, 27 SECONDS EAST, A DISTANCE OF 239.16 FEET TO AN INTERSECTION WITH THE MOST EASTERLY LINE OF SAID LOT 2, SAID POINT OF INTERSECTION BEING 5.28 FEET, AS MEASURED ALONG SAID MOST EASTERLY LINE, SOUTH OF THE ANGLE POINT IN SAID MOST EASTERLY LINE; THENCE SOUTH 00 DEGREES, 00 MINUTES, 03 SECONDS WEST, ALONG SAID MOST EASTERLY LINE, A DISTANCE OF 149.02 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 2; THENCE NORTH 88 DEGREES, 14 MINUTES, 18 SECONDS WEST ALONG THE MOST SOUTHERLY LINE OF SAID LOT 2 A DISTANCE OF 41.16 FEET; THENCE NORTH 62 DEGREES, 48 MINUTES, 40 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2, BEING ALSO THE NORTHEASTERLY LINE OF LOT 2 IN THE VILLAGE AT LINCOLN SQUARE, RECORDED NOVEMBER 15, 1995 AS DOCUMENT 85283924) A DISTANCE OF 336.98 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE; THENCE NORTH 87 DEGREES, 44 MINUTES, 07 SECONDS WEST, ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 55.22 FEET TO AN INTERSECTION WITH SAID WESTERLY LINE OF LOT 2; THENCE NORTH 07 DEGREES, 41 MINUTES, 37 SECONDS EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 68.80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

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A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENT AND USE RESTRICTION AGREEMENT DATED OCTOBER 26, 2001 AND RECORDED OCTOBER 26, 2001 AS DOCUMENT 0011005781, BY AND BETWEEN YAH! LLC, NORTH STAR TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 01-3690, LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBER 122143, ET AL, FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN ACCESS, PARKING, SIGN, SEWER MAINS AND STORM WATER DETENTION OVER THOSE PARTS OF THE FOLLOWING DESCRIBED LAND AS SHOWN ON EXHIBIT'D' ATTACHED THERETO:

LOT 2 (EXCEPT THAT PART CONDEMNED FOR THE WIDENING OF ARLINGTON HEIGHTS ROAD IN CASE NO. 94L50253 BEING DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE ON AN ASSUMED BEARING OF NORTH 61 DEGREES 01 MINUTE 42 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 126.44 FEET; THENCE SOUTH 63 DEGREES 25 MINUTES 25 SECONDS EAST, 126.33 FEET TO THE EASTERLY LINE OF SAID LOT 2; THENCE SOUTH 26 DEGREES 32 MINUTES 14 SECONDS WEST ALONG THE SAID EASTERLY LINE OF LOT 2, A DISTANCE OF 5.28 FEET TO THE POINT OF BEGINNING) IN THE VILLAGE AT LINCOLN SQUARE, BEING A SUBDIVISION IN THE EAST 1/2 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 15, 1985 AS DOCUMENT 85283924, IN COOK COUNTY, ILLINOIS.

Address: 2201 Arlington Heights Road, Arlington Heights, Illinois

PIN: 08-16-202-029-0000 and 08-16-202-030-0000