

UNOFFICIAL COPY

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Cook County Recorder 73.50



THIS INSTRUMENT PREPARED BY  
AND UPON RECORDATION RETURN TO:—

Proskauer Rose LLP  
1585 Broadway  
New York, New York 10036  
Attention: Wendy J. Schriber, Esq.

TRIPARTITE AGREEMENT

THIS TRIPARTITE AGREEMENT (this "Agreement"), dated as of September 1, 1999, by and among LONG JOHN SILVER'S, INC., a Delaware corporation ("Lessee"), having an office at P.O. Box 11988, Lexington, Kentucky 40579-1988, and LJ REMAINDER LLC, a Delaware limited liability company ("Remainderman"), having an office at c/o U.S. Realty Advisors, LLC, 1370 Avenue of the Americas, New York, New York 10019, and LOJON PROPERTY LLC, a Delaware limited liability company ("Owner"), having an office c/o U.S. Realty Advisors LLC, 1370 Avenue of the Americas, New York, New York 10019.

RECITALS

WHEREAS, Remainderman is the owner of a remainder interest (the "Remainder Interest") in the parcel of real estate described in Exhibit A attached hereto and made a part hereof (the "Land"), commencing upon the expiration of the Estate for Years (as hereinafter defined).

WHEREAS, Owner owns an estate for years in the Land (the "Estate for Years") expiring at midnight on September 30, 2019, and fee title to the improvements located on the Land (the "Improvements") (Owner's interest in and to the Estate for Years and the Improvements, "Owner's Interest"; Owner's Interest and the Remainder Interest, collectively, the "Property").

WHEREAS, pursuant to a certain Option and Subordination Agreement of even date herewith (the "Option Agreement"), Remainderman has granted Owner options (the "Owner Options") to (a) lease the Land from Remainderman following the expiration of the Estate for Years pursuant to a ground lease (the "Ground Lease") or (b) purchase the Remainder Interest from Remainderman.

WHEREAS, pursuant to Sections 21 and 25 of that certain Master Lease of even date herewith, between Owner, as landlord, and Lessee, as tenant (the "Lease", capitalized terms not otherwise defined herein shall have the meanings given such terms in the Lease), Lessee may (and in certain circumstances is required to) offer to purchase the Property under the circumstances and

2708

subject to the conditions described in the Lease, which offer is rejectable by Owner as the landlord under the Lease (referred to herein as a "Rejectable Offer").

WHEREAS, pursuant to Section 30 of the Lease, Lessee has options to extend the term of the Lease upon the expiration of the Primary Term for four (4) additional periods of five (5) years each.

WHEREAS, pursuant to Section 24 of the Lease, Lessee has, in certain circumstances, the right to offer to substitute the Property with a Substitute Property.

WHEREAS, the parties hereto wish to set forth certain agreements and understandings regarding their respective rights in and to the Property as particularly described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Provisions Relating to Rejectable Offers.

(a) Scope and Acceptance/Rejection. Any Rejectable Offer by Lessee to Owner shall also be deemed to be an offer by Lessee to Remainderman to purchase the Remainder Interest in accordance with the terms and conditions hereof, at a price equal to the amount allocable to Remainderman as set forth in Exhibit B attached hereto and made a part hereof. If either Owner or Remainderman rejects a Rejectable Offer in accordance with the provisions hereof, such rejection shall be deemed a rejection by Owner as the landlord under the Lease, but only if the conditions to such rejection as set forth in the Lease have been complied with in all respects, including, without limitation, and notwithstanding anything to the contrary contained herein, compliance with all time periods applicable to such rejection. Any Rejectable Offer which is not rejected in accordance with both the terms of this Agreement and the terms of the Lease shall be deemed conclusively to have been accepted by both Owner and Remainderman.

(b) Time Period for Acceptance/Rejection by Owner. Owner shall, to the extent reasonably practicable, give written notice of its decision to accept or reject any Rejectable Offer to Remainderman at least twenty (20) days prior to the last day that Owner may accept or reject a Rejectable Offer pursuant to the Lease, subject to the terms of paragraph (c) of this Section 1. If Owner fails to provide such notice as is hereinafter provided, Owner shall be deemed conclusively to have accepted the Rejectable Offer in accordance with the terms specified in the Lease.

(c) Requirements for Rejection by Owner. Owner's rejection of a Rejectable Offer with respect to the Property will not be effective unless Owner at that time (i) provides Remainderman with written evidence that Owner has deposited sufficient funds with the mortgagee (the "Lender") under any mortgage or deed of trust encumbering the Property (the "Mortgage") in compliance with the terms of any such Mortgage so that such rejection will not give rise to a default or an event of default under such Mortgage, or result in an acceleration of the maturity date of the indebtedness secured by such Mortgage, or (ii) demonstrates to Remainderman that arrangements

have been made for the satisfaction of any such Mortgage on or before the termination date of the Lease with respect to the Property resulting from rejection of the Rejectable Offer; provided, however, that Owner shall not have the option contemplated by the preceding clause (ii) and shall be required to comply with the provisions of the preceding clause (i) if the terms of the Mortgage require Owner to deposit such funds with the Lender.

(d) Time Period for Acceptance/Rejection by Remainderman. Remainderman may not accept a Rejectable Offer which Owner has rejected in accordance with subparagraph (c) above. Remainderman may reject a Rejectable Offer which Owner has accepted by giving Owner and Lessee written notice thereof within ten (10) days before the last day that a Rejectable Offer can be accepted or rejected pursuant to the Lease, subject to the terms of paragraph (e) of this Section 1. If Remainderman fails to give such notice as is herein provided, it shall be deemed conclusively to have accepted the Rejectable Offer. If Remainderman rejects a Rejectable Offer in accordance with the terms hereof, Owner agrees to cooperate with Remainderman to effect a rejection of the Rejectable Offer in accordance with the terms of the Lease and any Mortgage.

(e) Requirements for Rejection by Remainderman. Remainderman may reject a Rejectable Offer which Owner has accepted if at the time of such rejection, Remainderman (i) gives written notice to Owner and Lessee of such rejection, (ii) deposits an amount equal to the purchase price required to be paid by Lessee in its Rejectable Offer in a special escrow account with the Lender and (iii) satisfies all requirements under the Lease and any Mortgage for such rejection to be effective and not to constitute or give rise to a default under either instrument. In the event of a rejection of a Rejectable Offer by Remainderman in accordance with the terms hereof, Owner agrees to convey Owner's Interest to Remainderman upon payment by Remainderman to Owner of the amount which Owner would have received upon payment of the amount set forth in subparagraph (f) below.

(f) Allocation of Rejectable Offer Payments. In the event that a Rejectable Offer is accepted pursuant to the terms of this Agreement, or in the event that a Rejectable Offer is rejected by Remainderman pursuant to Section 1(e) hereof, upon the Early Termination Date or Early Rejection Termination Date, as applicable, the amount payable in connection with the Rejectable Offer, including the amount held by any Lender, if any, will be distributed in the following order of priority:

- (i) to the Lender, such amount as is necessary to obtain a release of the Mortgage with respect to the Property;
- (ii) to Remainderman, the amount allocable to the Remainderman as more particularly described on Exhibit B hereto relating to the relevant Early Termination Date or Early Rejection Termination Date, as applicable; and
- (iii) the balance of such Rejectable Offer amount shall be paid to Owner.

2. Provisions Relating to Sale of Property to Third Parties.

(a) Agreement to Participate in Sales. Subject to the provisions of the Mortgage, Remainderman hereby agrees that if Owner agrees to convey Owner's Interest to any party (other than pursuant to a Rejectable Offer, a foreclosure or a deed in lieu of foreclosure), and such third party desires to purchase the Remainder Interest at the same time as it purchases Owner's Interest, Remainderman will convey the Remainder Interest to the purchaser of Owner's Interest therein upon payment to Remainderman of the Fair Market Value (as hereinafter defined) of the Remainder Interest. At the closing of any such transfer as contemplated herein, Remainderman shall, at no cost to Remainderman or to Lessee, deliver such documents, affidavits and certificates as are reasonably required to effectuate the transfer of title.

(b) Allocation of Foreclosure Proceeds. If both Owner's Interest and the Remainder Interest are, subject to the provisions of the Mortgage, sold to a third party through a foreclosure or a deed in lieu of foreclosure and if the purchase price is not otherwise allocated between Owner and Remainderman pursuant to the applicable purchase agreement, if any, or otherwise agreed to by Owner and Remainderman, the net sales proceeds shall be disbursed in the following order of priority:

(i) to the Lender, such amount as is necessary to obtain a release of the Mortgage with respect to the Property; and

(ii) to Owner and Remainderman, *pari passu*, in proportion to the Fair Market Value of their respective interests in the Property.

3. Provisions Relating to Substitution of Property. Remainderman hereby agrees that if at any time Lessee is allowed to substitute Substitute Property for the Property in accordance with the terms of the Lease, Remainderman will convey the Remainder Interest to Lessee upon conveyance to Remainderman of a remainder interest in the Substitute Property. Notwithstanding anything to the contrary contained in Section 1 hereof, Remainderman shall have no authority or ability to disapprove of such a substitution if the same is accomplished in accordance with the terms of the Lease, and no compensation shall be paid to Remainderman as a result of such substitution. The Substitute Property shall be conveyed pursuant to the same terms and conditions upon which the Property was initially conveyed and as provided in the Lease. At the closing of any such transfer as contemplated herein, Remainderman shall, at no cost to Remainderman, deliver such documents, affidavits and certificates (i) as are reasonably requested by Owner, and (ii) as are required to effectuate the transfer of title of the Property, all of which documents, affidavits and certificates described in (i) and (ii) above shall be in a form and substance reasonably satisfactory to Owner.

4. Proceeds from Condemnation.

(a) In the event that all or any portion of any award from a Taking (as defined in the Lease) is the property of and payable to Owner pursuant to the Lease, such award, or portion thereof, shall be distributed in the following order of priority:

(i) to the Lender, such amount as is required to be paid to the Lender or the holders of any notes which evidence the indebtedness secured by the Mortgage pursuant to the terms of the Mortgage;

(ii) to Owner, the amount, if any, by which the then Fair Market Value of that part of Owner's Interest which was taken, exceeds the amount payable in accordance with the provisions of clause (i) of this paragraph (a); and

(iii) to Remainderman, the balance of such award, if any.

(b) If all or any portion of any award is payable to Lessee pursuant to the Lease, Remainderman will join with Owner in assigning such award to Lessee in accordance with the terms of the Lease.

5. Conveyance Procedure and Power of Attorney. In the event of a conveyance of the Property (including any Substitute Property) in accordance with this Agreement, on the applicable transfer date, Owner and/or Remainderman will convey their respective interests in the Property in accordance with this Agreement. If Remainderman shall fail to comply with the applicable provisions of this Agreement, Owner may, and shall have the right and power (which right and power are coupled with an interest), and is hereby irrevocably appointed the agent and attorney-in-fact of Remainderman and of any and every future assignee or owner of any interest in the Property (other than any Lender), to take all actions necessary to comply with the applicable provisions of this Agreement, including, without limitation, the execution and delivery, in the name and on behalf of Remainderman or other assignee or owner of any interest in the Property (other than any Lender), of deeds or other instruments of conveyance or assignment conveying and assigning Remainderman's interest in the Property.

6. Fair Market Value. For purposes of this Agreement, the Fair Market Value of the Remainder Interest shall be the value of the Land at the time in question as vacant and unimproved and encumbered by the Estate for Years and the Owner Options (assuming that all renewal terms under the Ground Lease are exercised), and the Fair Market Value of Owner's Interest shall be the value at the time in question of the Estate for Years, the Owner Options and fee simple title to the Improvements.

If Owner and Remainderman cannot agree upon the Fair Market Value of their interests for purposes of this Agreement, Fair Market Value will be determined pursuant to an appraisal procedure as similar as possible to the procedure set forth in Section 8 of the Option Agreement.

7. Negative Covenants. Owner and Remainderman will not, directly or indirectly (a) sell, lease, transfer, convey, assign or otherwise dispose of their respective interests in the Property (i) to a Person who is not a "United States Person" within the meaning of Section 7701 (a) (30) of the Internal Revenue Code of 1986, as amended, or (ii) in violation of any Mortgage; or (b) create, directly or indirectly, any mortgage, lien, encumbrance, charge or other exception to title or

ownership upon or against its interest in the Property or any part thereof, unless permitted by any Mortgage, the Option Agreement, the Lease and this Agreement.

8. Non-Disturbance and Attornment. Notwithstanding anything to the contrary contained herein or in any other document, Remainderman agrees that the Remainder Interest and the rights of Remainderman in the Property shall be subject to the Lease and the rights of Lessee under the Lease including, without limitation, Lessee's rights to extend the Lease. Accordingly, in the event that (i) the Ground Lease terminates for any reason during the term of the Lease and, unless such termination occurs by reason of Owner's purchase of the Land, (ii) Owner delivers to Remainderman the Option Termination Notice (as such term is defined in the Option Agreement), or (iii) Remainderman shall acquire full title to the Property any time prior to September 30, 2019, Remainderman shall automatically be deemed to have assumed the obligations of Owner, as lessor under the Lease, and Lessee shall automatically be deemed to have attorned to, and recognized, Remainderman as the lessor under the Lease. Although such assumption and attornment shall be deemed to be self-operative, both Lessee and Remainderman shall promptly execute and deliver any instrument that either Remainderman or Lessee may reasonably request to evidence such assumption and attornment and the Lease shall continue in full force and effect as a direct lease between Lessee, as lessee, and Remainderman, as lessor. In the event of any such assumption and attornment, but without limiting the terms and conditions of the Lease, Lessee agrees that Remainderman shall not be:

- (a) liable for any act or omission of any prior lessor under the Lease; or
- (b) subject to any offsets or defenses (other than the defense of performance) which Lessee might have against any prior lessor; or
- (c) bound by any payment of rent prior to the time the same is due and payable under the Lease which Lessee may have paid to any prior lessor; or
- (d) bound by any obligation of any prior lessor to make any payment to Lessee; or
- (e) bound by any modification of the Lease made without its written consent.

In addition, Remainderman agrees that if Lessee and Owner request approval of Remainderman to an amendment, waiver or other matter discussed in this Section, Remainderman shall not unreasonably withhold, delay or condition approval of such matter.

9. Granting of Easements. Remainderman shall, within ten (10) days after receipt of the same, execute any easement, license, right of way or other document after the execution of same by Owner pursuant to the terms of the Lease. Lessee shall reimburse Remainderman for any reasonable out-of-pocket expenses incurred in connection with the review and execution of such items, including, without limitation, reasonable attorney's fees and disbursements.

10. Notices. All notices and other instruments given or delivered pursuant to this Agreement shall be in writing, and the giving of such notice or other communication shall be deemed to have been completed (a) when delivered by hand, (b) on the earlier of receipt or refusal by the addressee to accept delivery after being sent by first class registered or certified mail, postage prepaid, return receipt requested, and (c) on the earlier of receipt or the refusal of the addressee to accept delivery when sent by a nationally recognized overnight courier. Copies of notices must be sent to all of the parties listed below. Each party shall have the right to specify, from time to time, as its address for purposes of this Agreement, any address and any addressee, in the continental United States, upon giving fifteen (15) days written notice thereof to the other party; provided, however, that the total number of parties to which notices must be sent may not be increased. The addresses of the parties hereto for purposes of this Agreement, until notice has been given as above provided, shall be as follows:

Remainderman: LJ REMAINDER LLC  
c/o U.S. Realty Advisors, LLC  
1370 Avenue of the Americas, 29th Floor  
New York, New York 10019  
Attention: David M. Ledy

With copy to: Dennis L. Ruben, Esq.  
Executive Vice President and General Counsel  
FFCA Acquisition Corporation  
17207 North Perimeter Drive  
Scottsdale, Arizona 85255

With copy to: Proskauer Rose LLP  
1585 Broadway  
New York, New York 10036  
Attention: Wendy J. Schriber, Esq.

Owner: LOJON PROPERTY LLC  
c/o U.S. Realty Advisors, LLC  
1370 Avenue of the Americas, 29th Floor  
New York, New York 10019  
Attention: David M. Ledy

With copy to: Dennis L. Ruben, Esq.  
Executive Vice President and General Counsel  
FFCA Acquisition Corporation  
17207 North Perimeter Drive  
Scottsdale, Arizona 85255

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With copy to: Proskauer Rose LLP  
1585 Broadway  
New York, New York 10036  
Attention: Wendy J. Schriber, Esq.

If given by certified or registered mail, return receipt requested:

Lessee: LONG JOHN SILVER'S, INC.  
P.O. Box 11988  
Lexington, Kentucky 40579-1988  
Attention: Gregory M. Jasko

If given by any other method of delivery described in this Section:

Long John Silver's, Inc.  
315 South Broadway  
Lexington, KY 40508  
Telephone (606) 388-6000  
Telecopy (606) 388-6655

With copy to: Dennis L. Ruben, Esq.  
Executive Vice President and General Counsel  
FFCA Acquisition Corporation  
17207 North Perimeter Drive  
Scottsdale, Arizona 85255

With copy to: Proskauer Rose LLP  
1585 Broadway  
New York, New York 10036  
Attention: Wendy J. Schriber, Esq.

11. Rule Against Perpetuities, etc. If any option under this Agreement would, in the absence of the limitation imposed by this Section 11, be invalid or unenforceable as being in violation of the rule against perpetuities or any other rule of law relating to the vesting of an interest in property or the suspension of the power of alienation of property, then any option hereunder shall be exercisable only during the period which shall begin as of the date hereof and end 20 years and 6 months after the date of death of the last survivor of the descendants of Joseph P. Kennedy, father of the late President John F. Kennedy, alive on the date of the execution and delivery of this Agreement.

12. Successors and Assigns. Owner and Remainderman may each assign its rights under this Agreement, subject to the terms and conditions of the Lease; provided, however, that (except in the case of an assignment to a Lender) any such transferee shall assume the obligations of Owner or the Remainderman hereunder, as the case may be. Each of the covenants, provisions and conditions of



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this Agreement shall apply to, be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and assigns and all persons claiming by, under or through any of them.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State where the Land is located.

14. Entire Agreement. This Agreement and the other documents executed in connection herewith constitute the entire understanding between the parties with respect to the subject matter herein or therein contemplated, and, subject to Paragraph 19 below, this Agreement cannot be modified except by written instruments signed by all parties hereto.

15. Equitable Relief. The parties agree that any breach of this Agreement would cause irreparable damage and that, in the event of such breach, the aggrieved party shall have, in addition to all remedies at law, the right to an injunction, specific performance or other equitable relief to prevent the violation of the defaulting party's obligations hereunder.

16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

17. Nature of Obligations. The obligations hereunder are covenants running with the Land subject to the Lease and any Mortgage but superior to any other encumbrance or transfer of the Remainder Interest or the Land.

18. Amendments. It is expressly understood and agreed by the parties hereto that Remainderman and Owner may amend and modify this Agreement by written instrument without the consent of Lessee, provided that such amendment or modification shall not have a material adverse affect on Lessee's rights, benefits or obligations hereunder and further provided that promptly following any such amendment or modification, Owner and Remainderman shall provide a copy of such amendment or modification to Lessee it being understood that the failure to deliver such copy shall in no way affect the validity of such amendment or modification.

[END OF TEXT]

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## SIGNATURE PAGE TO TRIPARTITE AGREEMENT

**LESSEE:**

LONG JOHN SILVER'S, INC., a Delaware corporation

By: Mark J Plummer  
Name: Mark J Plummer  
Title: Sr Vice President & Controller

Witnessed and acknowledged  
in the presence of:

[Signature]  
Name:  
[Signature]  
Name:

Property of Cook County Clerk's Office

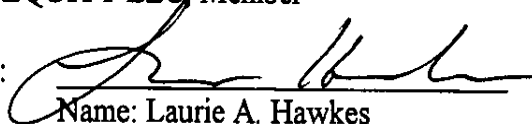
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

**OWNER:**

LOJON PROPERTY LLC, a Delaware limited liability company

By: LJ EQUITY LLC, Member

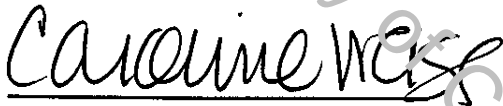
By:



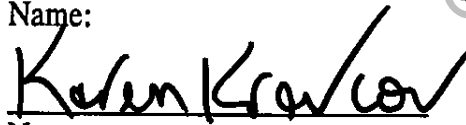
Name: Laurie A. Hawkes

Title: Member

Witnessed and acknowledged  
in the presence of:



Name:



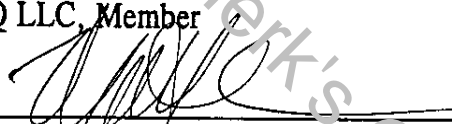
Name:

**REMAINDERMAN:**

LJ REMAINDER LLC, a Delaware limited liability company

By: LJ REMEQ LLC, Member

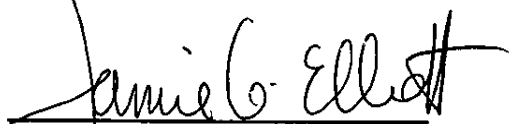
By:




Name: Matthew Pellar

Title: Vice President

Witnessed and acknowledged  
in the presence of:



Name: Jamie G. Elliott



Name: Vera Dedvukaj

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(Illinois)

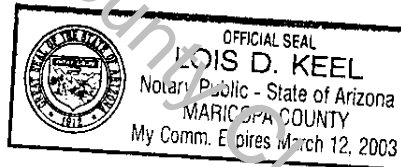
STATE OF ARIZONA                    )  
  ) SS.  
COUNTY OF MARICOPA            )

I, Lois D. Keel, a Notary Public in and for the County and State aforesaid, DO  
HEREBY CERTIFY that Mark J. Plummer, personally known to me to be the same  
person whose name is subscribed to the foregoing instrument as Sr. Vice President  
of Long John Silver's, Inc., a Delaware corporation, appeared before me this day in person and  
acknowledged to me that he, being thereunto duly authorized, signed and delivered said  
instrument as the free and voluntary act of said corporation, and as his own free and voluntary  
act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1<sup>st</sup> day of Sept., 1999.

Lois D. Keel  
Notary Public  
My Commission Expires:

[seal]



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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(Illinois)

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF NEW YORK )

I, *THEODORE AMOS JR*, a Notary Public in and for the County and State aforesaid, DO  
HEREBY CERTIFY that Matthew Pellar, personally known to me to be the same person whose  
name is subscribed to the foregoing instrument as Vice President of LJ Remeq LLC, a Delaware  
limited liability company, member of LJ Remainder LLC, a Delaware limited liability company,  
appeared before me this day in person and acknowledged to me that he, being thereunto duly  
authorized, signed and delivered said instrument as the free and voluntary act of said limited  
liability company, and as his own free and voluntary act, for the uses and purposes therein set  
forth.

GIVEN under my hand and notarial seal this *15* day of September, 1999.

*THEODORE AMOS JR*

Notary Public  
My Commission Expires:

THEODORE AMOS JR,  
Notary Public, State of New York  
No. 01AM6019495  
Qualified in Kings County  
Commission Expires Feb. 8, 2001

[seal]

*Matthew Pellar*  
*15*  
*1999*

Notary Public of Cook County Clerk's Office

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(Illinois)

09061511

STATE OF ARIZONA                    )  
  ) SS.  
COUNTY OF MARICOPA            )

I, *Lois D Keel*, a Notary Public in and for the County and State aforesaid, DO  
HEREBY CERTIFY that Laurie A. Hawkes, personally known to me to be the same person  
whose name is subscribed to the foregoing instrument as member of LJ Equity LLC, a Delaware  
limite liability company, member of LoJon Property LLC, a Delaware limited liability company,  
appeared before me this day in person and acknowledged to me that he, being thereunto duly  
authorized, signed and delivered said instrument as the free and voluntary act of said limited  
liability company, and as his own free and voluntary act, for the uses and purposes therein set  
forth.

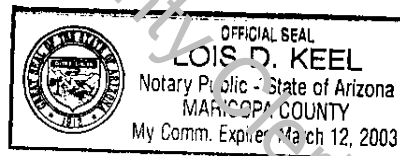
GIVEN under my hand and notarial seal this *1<sup>st</sup>* day of *Sept.*, 1999.

*Lois D. Keel*

Notary Public

My Commission Expires:

[seal]



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EXHIBIT A

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**LEGAL DESCRIPTION:**

**PARCEL 1:**

Lot 2 (except the North 10 feet and except the East 3 feet) and Lot 3 (except the South 8 feet and the East 3 feet) in the Subdivision of the North 10 acres of the West 1/2 of the Northwest 1/4 of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded April 19, 1913 as Document Number 5167430, in Cook County, Illinois.

**PARCEL 2:**

The East 10 feet of the vacated alley lying West of and adjoining Parcel 1 aforesaid, said alley vacated by Document Number 10417712, in Cook County, Illinois.

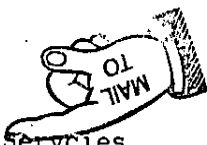
FFCA# 8000-3304  
LINCOLNWOOD, IL

. PIN: 10-35-100-017 and 10-35-100-018

Address of Property: 3901 Touhy Avenue, Lincolnwood, Illinois

**AFTER RECORDING MAIL TO:**

Benjamin S. Cohen (99-000719)  
LandAmerica National Commercial Services  
888 West Sixth Street, 4th Floor  
Los Angeles, CA 90017



Property of Cook County Clerk's Office

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EXHIBIT B

Property Loss Stipulated Values  
Owner and Remainder Allocated Portions

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The amount allocable between Owner and Remainderman with respect to a particular date shall be calculated such that each of Owner and Remainderman shall be entitled to their respective percentages set forth on the attached schedules, multiplied by the initial purchase price for the Property paid by Owner and Remainderman, which is \$452,683.62.

Property of Cook County Clerk's Office



09001511

<u>Month</u>	<u>Day</u>	<u>Year</u>	<u>SLV as a % of Purchase Price</u>
9	1	1999	108.6164%
10	1	1999	109.5879%
11	1	1999	109.6808%
12	1	1999	109.7742%
1	1	2000	109.8684%
2	1	2000	109.9631%
3	1	2000	110.0586%
4	1	2000	110.1547%
5	1	2000	110.2515%
6	1	2000	110.3489%
7	1	2000	110.4471%
8	1	2000	110.5459%
9	1	2000	110.6454%
10	1	2000	110.7456%
11	1	2000	110.8465%
12	1	2000	110.9482%
1	1	2001	111.0505%
2	1	2001	111.1536%
3	1	2001	111.2574%
4	1	2001	111.3619%
5	1	2001	111.4671%
6	1	2001	111.5731%
7	1	2001	111.6799%
8	1	2001	111.7874%
9	1	2001	111.8956%
10	1	2001	111.9674%
11	1	2001	112.0395%
12	1	2001	112.1121%
1	1	2002	112.1851%
2	1	2002	112.2586%
3	1	2002	112.3325%
4	1	2002	112.4068%
5	1	2002	112.4815%
6	1	2002	112.5567%
7	1	2002	112.6324%
8	1	2002	112.7085%
9	1	2002	112.7850%
10	1	2002	112.8620%
11	1	2002	112.9395%
12	1	2002	113.0174%
1	1	2003	113.0957%
2	1	2003	113.1746%
3	1	2003	113.2539%
4	1	2003	113.3337%
5	1	2003	113.4139%
6	1	2003	113.4947%

Property of Cook County Clerk's Office

<u>Month</u>	<u>Day</u>	<u>Year</u>	<u>SLV as a % of Purchase Price</u>
7	1	2003	113.5759%
8	1	2003	113.6576%
9	1	2003	113.7398%
10	1	2003	113.7836%
11	1	2003	113.8276%
12	1	2003	113.8718%
1	1	2004	113.9161%
2	1	2004	113.9605%
3	1	2004	114.0050%
4	1	2004	114.0497%
5	1	2004	114.0945%
6	1	2004	114.1394%
7	1	2004	114.1844%
8	1	2004	114.2296%
9	1	2004	114.2749%
10	1	2004	114.3204%
11	1	2004	114.3659%
12	1	2004	114.4116%
1	1	2005	114.4574%
2	1	2005	114.5034%
3	1	2005	114.5495%
4	1	2005	114.5957%
5	1	2005	114.6420%
6	1	2005	114.6884%
7	1	2005	114.7350%
8	1	2005	114.7817%
9	1	2005	114.8285%
10	1	2005	114.8751%
11	1	2005	114.8415%
12	1	2005	114.8476%
1	1	2006	114.8534%
2	1	2006	114.8589%
3	1	2006	114.8642%
4	1	2006	114.8692%
5	1	2006	114.8740%
6	1	2006	114.8784%
7	1	2006	114.8826%
8	1	2006	114.8865%
9	1	2006	114.8900%
10	1	2006	114.8933%
11	1	2006	114.8963%
12	1	2006	114.8990%
1	1	2007	114.9013%
2	1	2007	114.9033%
3	1	2007	114.9051%
4	1	2007	114.9065%

Estate for Years Stimulated Loss Values **UNOFFICIAL COPY**

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<u>Month</u>	<u>Day</u>	<u>Year</u>	<u>SLV as a % of Purchase Price</u>
3	1	2011	111.5027%
4	1	2011	111.3679%
5	1	2011	111.2315%
6	1	2011	111.0933%
7	1	2011	110.9534%
8	1	2011	110.8118%
9	1	2011	110.6683%
10	1	2011	110.4777%
11	1	2011	110.2848%
12	1	2011	110.0896%
1	1	2012	109.8922%
2	1	2012	109.6925%
3	1	2012	109.4904%
4	1	2012	109.2860%
5	1	2012	109.0792%
6	1	2012	108.8700%
7	1	2012	108.6584%
8	1	2012	108.4443%
9	1	2012	108.2278%
10	1	2012	108.0087%
11	1	2012	107.7871%
12	1	2012	107.5630%
1	1	2013	107.3363%
2	1	2013	107.1070%
3	1	2013	106.8751%
4	1	2013	106.6404%
5	1	2013	106.4032%
6	1	2013	106.1631%
7	1	2013	105.9204%
8	1	2013	105.6749%
9	1	2013	105.4266%
10	1	2013	105.1281%
11	1	2013	104.8264%
12	1	2013	104.5213%
1	1	2014	104.2129%
2	1	2014	103.9011%
3	1	2014	103.5858%
4	1	2014	103.2671%
5	1	2014	102.9448%
6	1	2014	102.6190%
7	1	2014	102.2897%
8	1	2014	101.9567%
9	1	2014	101.6309%
10	1	2014	101.3014%
11	1	2014	100.9683%
12	1	2014	100.6315%

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<u>Month</u>	<u>Day</u>	<u>Year</u>	<u>SLV as a % of Purchase Price</u>
1	1	2015	100.1539%
2	1	2015	99.6718%
3	1	2015	99.1853%
4	1	2015	98.6942%
5	1	2015	98.1985%
6	1	2015	97.6982%
7	1	2015	97.1932%
8	1	2015	96.6834%
9	1	2015	96.1689%
10	1	2015	95.6004%
11	1	2015	95.0266%
12	1	2015	94.4474%
1	1	2016	93.8628%
2	1	2016	93.2728%
3	1	2016	92.6772%
4	1	2016	92.0760%
5	1	2016	91.4692%
6	1	2016	90.8568%
7	1	2016	90.2386%
8	1	2016	89.6147%
9	1	2016	88.9849%
10	1	2016	88.3492%
11	1	2016	87.7076%
12	1	2016	87.0600%
1	1	2017	86.4063%
2	1	2017	85.7465%
3	1	2017	85.0806%
4	1	2017	84.4084%
5	1	2017	83.7299%
6	1	2017	83.0451%
7	1	2017	82.3539%
8	1	2017	81.6562%
9	1	2017	80.9520%
10	1	2017	80.1900%
11	1	2017	79.4209%
12	1	2017	78.6447%
1	1	2018	77.8611%
2	1	2018	77.0703%
3	1	2018	76.2720%
4	1	2018	75.4663%
5	1	2018	74.6530%
6	1	2018	73.8321%
7	1	2018	73.0036%
8	1	2018	72.1673%
9	1	2018	71.3232%
10	1	2018	70.4712%

Estate for Years Stipulated Loss Values **UNOFFICIAL COPY**

<u>Month</u>	<u>Day</u>	<u>Year</u>	<u>SLV as a % of Purchase Price</u>
11	1	2018	69.6112%
12	1	2018	68.7432%
1	1	2019	67.8671%
2	1	2019	66.9828%
3	1	2019	66.0902%
4	1	2019	66.0902%
5	1	2019	66.0902%
6	1	2019	66.0902%
7	1	2019	66.0902%
8	1	2019	66.0902%
9	1	2019	66.0902%
9	30	2019	66.0902%

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<u>Month</u>	<u>Day</u>	<u>Year</u>	<u>SLV as a % of Purchase Price</u>
9	1	1999	0.8836%
10	1	1999	0.8880%
11	1	1999	0.8925%
12	1	1999	0.8969%
1	1	2000	0.9014%
2	1	2000	0.9059%
3	1	2000	0.9105%
4	1	2000	0.9150%
5	1	2000	0.9196%
6	1	2000	0.9242%
7	1	2000	0.9288%
8	1	2000	0.9335%
9	1	2000	0.9381%
10	1	2000	0.9428%
11	1	2000	0.9475%
12	1	2000	0.9523%
1	1	2001	0.9570%
2	1	2001	0.9618%
3	1	2001	0.9666%
4	1	2001	0.9714%
5	1	2001	0.9763%
6	1	2001	0.9812%
7	1	2001	0.9861%
8	1	2001	0.9910%
9	1	2001	0.9960%
10	1	2001	1.0010%
11	1	2001	1.0060%
12	1	2001	1.0110%
1	1	2002	1.0160%
2	1	2002	1.0211%
3	1	2002	1.0262%
4	1	2002	1.0314%
5	1	2002	1.0365%
6	1	2002	1.0417%
7	1	2002	1.0469%
8	1	2002	1.0521%
9	1	2002	1.0574%
10	1	2002	1.0627%
11	1	2002	1.0680%
12	1	2002	1.0734%
1	1	2003	1.0787%
2	1	2003	1.0841%
3	1	2003	1.0895%
4	1	2003	1.0950%
5	1	2003	1.1005%
6	1	2003	1.1060%

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Remainderman Stimulated Loss Values **UNOFFICIAL COPY**

<u>Month</u>	<u>Day</u>	<u>Year</u>	<u>SLV as a % of Purchase Price</u>
7	1	2003	1.1115%
8	1	2003	1.1170%
9	1	2003	1.1226%
10	1	2003	1.1282%
11	1	2003	1.1339%
12	1	2003	1.1396%
1	1	2004	1.1453%
2	1	2004	1.1510%
3	1	2004	1.1567%
4	1	2004	1.1625%
5	1	2004	1.1683%
6	1	2004	1.1742%
7	1	2004	1.1800%
8	1	2004	1.1859%
9	1	2004	1.1919%
10	1	2004	1.1978%
11	1	2004	1.2038%
12	1	2004	1.2098%
1	1	2005	1.2159%
2	1	2005	1.2220%
3	1	2005	1.2281%
4	1	2005	1.2342%
5	1	2005	1.2404%
6	1	2005	1.2466%
7	1	2005	1.2528%
8	1	2005	1.2591%
9	1	2005	1.2654%
10	1	2005	1.2717%
11	1	2005	1.2781%
12	1	2005	1.2845%
1	1	2006	1.2909%
2	1	2006	1.2973%
3	1	2006	1.3038%
4	1	2006	1.3103%
5	1	2006	1.3169%
6	1	2006	1.3235%
7	1	2006	1.3301%
8	1	2006	1.3367%
9	1	2006	1.3434%
10	1	2006	1.3501%
11	1	2006	1.3569%
12	1	2006	1.3637%
1	1	2007	1.3705%
2	1	2007	1.3774%
3	1	2007	1.3842%
4	1	2007	1.3912%

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<u>Month</u>	<u>Day</u>	<u>Year</u>	<u>SLV as a % of Purchase Price</u>
5	1	2007	1.3981%
6	1	2007	1.4051%
7	1	2007	1.4121%
8	1	2007	1.4192%
9	1	2007	1.4263%
10	1	2007	1.4334%
11	1	2007	1.4406%
12	1	2007	1.4478%
1	1	2008	1.4550%
2	1	2008	1.4623%
3	1	2008	1.4696%
4	1	2008	1.4770%
5	1	2008	1.4843%
6	1	2008	1.4918%
7	1	2008	1.4992%
8	1	2008	1.5067%
9	1	2008	1.5143%
10	1	2008	1.5218%
11	1	2008	1.5294%
12	1	2008	1.5371%
1	1	2009	1.5448%
2	1	2009	1.5525%
3	1	2009	1.5603%
4	1	2009	1.5681%
5	1	2009	1.5759%
6	1	2009	1.5838%
7	1	2009	1.5917%
8	1	2009	1.5997%
9	1	2009	1.6077%
10	1	2009	1.6157%
11	1	2009	1.6238%
12	1	2009	1.6319%
1	1	2010	1.6400%
2	1	2010	1.6482%
3	1	2010	1.6565%
4	1	2010	1.6648%
5	1	2010	1.6731%
6	1	2010	1.6815%
7	1	2010	1.6899%
8	1	2010	1.6983%
9	1	2010	1.7068%
10	1	2010	1.7153%
11	1	2010	1.7239%
12	1	2010	1.7325%
1	1	2011	1.7412%
2	1	2011	1.7499%

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<u>Month</u>	<u>Day</u>	<u>Year</u>	<u>SLV as a % of Purchase Price</u>
3	1	2011	1.7587%
4	1	2011	1.7675%
5	1	2011	1.7763%
6	1	2011	1.7852%
7	1	2011	1.7941%
8	1	2011	1.8031%
9	1	2011	1.8121%
10	1	2011	1.8211%
11	1	2011	1.8302%
12	1	2011	1.8394%
1	1	2012	1.8486%
2	1	2012	1.8578%
3	1	2012	1.8671%
4	1	2012	1.8765%
5	1	2012	1.8858%
6	1	2012	1.8953%
7	1	2012	1.9048%
8	1	2012	1.9143%
9	1	2012	1.9238%
10	1	2012	1.9335%
11	1	2012	1.9431%
12	1	2012	1.9529%
1	1	2013	1.9626%
2	1	2013	1.9724%
3	1	2013	1.9823%
4	1	2013	1.9922%
5	1	2013	2.0022%
6	1	2013	2.0122%
7	1	2013	2.0222%
8	1	2013	2.0323%
9	1	2013	2.0425%
10	1	2013	2.0527%
11	1	2013	2.0630%
12	1	2013	2.0733%
1	1	2014	2.0837%
2	1	2014	2.0941%
3	1	2014	2.1046%
4	1	2014	2.1151%
5	1	2014	2.1257%
6	1	2014	2.1363%
7	1	2014	2.1470%
8	1	2014	2.1577%
9	1	2014	2.1577%
10	1	2014	2.1577%
11	1	2014	2.1577%
12	1	2014	2.1577%

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Property of Cook County Clerk's Office

<u>Month</u>	<u>Day</u>	<u>Year</u>	<u>SLV as a % of Purchase Price</u>
1	1	2015	2.1577%
2	1	2015	2.1577%
3	1	2015	2.1577%
4	1	2015	2.1577%
5	1	2015	2.1577%
6	1	2015	2.1577%
7	1	2015	2.1577%
8	1	2015	2.1577%
9	1	2015	2.1577%
10	1	2015	2.1577%
11	1	2015	2.1577%
12	1	2015	2.1577%
1	1	2016	2.1577%
2	1	2016	2.1577%
3	1	2016	2.1577%
4	1	2016	2.1577%
5	1	2016	2.1577%
6	1	2016	2.1577%
7	1	2016	2.1577%
8	1	2016	2.1577%
9	1	2016	2.1577%
10	1	2016	2.1577%
11	1	2016	2.1577%
12	1	2016	2.1577%
1	1	2017	2.1577%
2	1	2017	2.1577%
3	1	2017	2.1577%
4	1	2017	2.1577%
5	1	2017	2.1577%
6	1	2017	2.1577%
7	1	2017	2.1577%
8	1	2017	2.1577%
9	1	2017	2.1577%
10	1	2017	2.1577%
11	1	2017	2.1577%
12	1	2017	2.1577%
1	1	2018	2.1577%
2	1	2018	2.1577%
3	1	2018	2.1577%
4	1	2018	2.1577%
5	1	2018	2.1577%
6	1	2018	2.1577%
7	1	2018	2.1577%
8	1	2018	2.1577%
9	1	2018	2.1577%
10	1	2018	2.1577%

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<u>Month</u>	<u>Day</u>	<u>Year</u>	<u>SLV as a % of Purchase Price</u>
11	1	2018	2.1577%
12	1	2018	2.1577%
1	1	2019	2.1577%
2	1	2019	2.1577%
3	1	2019	2.1577%
4	1	2019	2.1577%
5	1	2019	2.1577%
6	1	2019	2.1577%
7	1	2019	2.1577%
8	1	2019	2.1577%
9	1	2019	2.1577%
9	30	2019	2.1577%

Property of Cook County Clerk's Office