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Atty. No.: 43499



**RECORDER OF DEEDS OF
COOK COUNTY, ILLINOIS**

Doc#: 0932146013 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/17/2009 10:29 AM Pg: 1 of 14

Schaumburg-Algonquin Associates, LLC)
)
&)
)
RB Enterprises, Inc.)
)

**PARKING LICENSE AGREEMENT
ENTERED 8/04/2006**

Between Schaumburg-Algonquin
Associates, LLC
&
RB Enterprises, Inc.

The undersigned certifies that the above entered this agreement on August 4, 2006.

P.I.N.: 07-12-201-014-0000, 07-12-201-016-0000 & 07-12-201-018-0000

Commonly Known As: 1821-1835 Walden Office Square, Schaumburg, Illinois 60640

LEBOW, MALECKI & TASCH, LLC
903 Commerce Dr. - Suite 160
Oak Brook, IL 60523
(630) 571-9000
Atty. No.: 43499

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PARKING LICENSE AGREEMENT

THIS AGREEMENT entered into this 4th day of August, 2006, by and between Schaumburg-Algonquin Associates, LLC. ("Schaumburg-Algonquin"), and RB Enterprises, Inc. ("RB").

RECITALS:

A. WHEREAS, Schaumburg-Algonquin is the owner of a certain parcel of real estate commonly known as 1821 through 1834 Walden Office Square, in Schaumburg, Illinois (the "Premises"), the same being three office buildings with attached commercial parking spaces; and

B. WHEREAS, RB is under contract with the Village of Schaumburg to provide and manage parking spaces to be utilized during events conducted at the Schaumburg Convention Center (the "Center"), and desires to lease certain parking spaces from Schaumburg-Algonquin, as and when required, due to events being held at the Center; and

C. WHEREAS, Schaumburg-Algonquin is willing to grant certain parking rights to RB, pursuant to the terms and provisions herein contained.

NOW THEREFORE, for and in consideration of Ten and no/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the respective parties hereto agree as follows:

AGREEMENT:

1. Recitals Incorporated: The Recitals set forth above are hereby incorporated herein, and made a part hereof, by reference.

2. License for Parking: Schaumburg-Algonquin hereby grants to RB, a non-exclusive license upon the Premises for the purpose of providing parking for patrons of the Center in the area shown and delineated in Exhibit "A," attached hereto and incorporated herein (the "Parking Area"), as and when said Center is in use with parking being managed by RB. Said parking may be utilized by RB only on weekdays (but solely in the parking spaces shown on Exhibit "A"), and on Saturdays and Sundays, with RB to provide not less than five (5) days' advance written notice of such intended usage to Schaumburg-Algonquin. Upon receipt of such notice to Schaumburg-Algonquin, Schaumburg-Algonquin shall have the right to inform RB of the unavailability of the Parking Area, due to conflicting uses of Schaumburg-Algonquin, its tenants and occupants, or of those having rights to any portions of the Parking Area. Said Parking Area may be used solely for privately-owned personal motor vehicles of attendees to the events at the Center. The portion of the Parking Area designated for weekday, night and weekend parking may be used for commercial vehicles, including but not limited to delivery trucks, service vehicles, construction vehicles or other vehicles used for business purposes, however in no event shall more than an aggregate of 15 commercial vehicles or trailers be located in said area at any time. The use of the Parking Area for the patrons of the Center, when such parking is managed by RB, shall be deemed usage of the Parking Area by RB.

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3. Fee for Parking: For each instance in which RB shall use the Parking Area, RB shall pay any Schaumburg-Algonquin, the sum of Five-Hundred and no/100 Dollars (\$500), regardless of the number of spaces in the Parking Area being used by RB. Payment for the entire prior calendar months' usage shall be paid to Schaumburg-Algonquin on or before the first day of the succeeding calendar month. RB shall also pay for parking lot lighting and snow removal (except as would otherwise be provided or performed by Schaumburg-Algonquin), and all other reasonable out-of-pocket costs, including damages to the Parking Area and Premises, which Schaumburg-Algonquin incurs as a result of RB's use of the Parking Area, payable to Schaumburg-Algonquin upon written demand.

4. Management of Parking: RB shall be responsible, at its sole cost and expense, to install temporary and non-invasive signage directing parking patrons to the Parking Area, and shall be responsible for monitoring the use of the Parking Area to ensure that patrons park only in the Parking Area. RB shall provide reasonable security and traffic control during each usage of the Parking Area. In addition, RB, at its sole cost and expense, shall provide for shuttle transportation from the Parking Area to the Center for the benefit of patrons using the Parking Area. RB shall be responsible for removal of all refuse and debris from the resulting use of the Parking Area at the end of each usage thereof. Schaumburg-Algonquin reserves the right to tow and remove any vehicle parked outside the Parking Area, in violation of the rights granted under this Agreement, the cost of which being borne by RB.

5. Maintenance of Parking Area: Schaumburg-Algonquin shall, at its sole cost and expense, maintain and provide for the general upkeep of the Parking Area, including but not limited to, snow removal (except when Schaumburg-Algonquin would not otherwise perform such snow removal, in which case RB shall pay the actual reasonable out-of-pocket cost therefor), salting and cleaning (except for the cleaning and maintenance after usage to be performed by RB, as more fully set forth above). Schaumburg-Algonquin shall also provide lighting to the Parking Area during dusk and night hours, except when Schaumburg-Algonquin would not otherwise provide parking lot lighting, in which case RB shall pay the actual reasonable out-of-pocket costs for the extra lighting.

6. Indemnity: RB shall indemnify and hold Schaumburg-Algonquin harmless from any and all loss, damage, liability, costs and expense, including court costs and reasonable attorneys' fees, incurred by Schaumburg-Algonquin resulting from any injury to persons or property, or loss of, or damage to, property, in connection with the use of the Parking Area, or arising out of the acts or omissions of RB, or those persons permitted access to, and granted use of, the Parking Area while under the management and control of RB. Schaumburg-Algonquin shall bear no responsibility for any loss, damage or injury to any person or property located in the Parking Area during usage by RB, and RB's indemnity shall include all claims asserted against Schaumburg-Algonquin by any party claiming such loss, damage or injury.

7. Insurance: RB shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, and at all times during the usage of the Parking Area, comprehensive general liability insurance insuring Schaumburg-Algonquin, its members, managers, employees and agents, from and against all claims, costs, causes of action and

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liabilities for injury or damage arising out of the use of the Parking Area by RB, with limits of not less than One-Million and no/100 Dollars (\$1,000,000) combined limit per occurrence with respect to injury to persons (including death) and property loss, damage or destruction, including loss of use thereof. Schaumburg-Algonquin, and those entities reasonably designated by Schaumburg-Algonquin, shall be named as additional insureds on said policies. All insurance policies shall be procured from insurance companies licensed to do business in the State of Illinois, and shall be subject to the reasonable approval of Schaumburg-Algonquin. RB, upon commencement of this Agreement, shall provide Schaumburg-Algonquin with a copy of said insurance policy or policies, or Certificates of Insurance, which shall remain in full force and effect during the term of this Agreement. If Certificates of Insurance are provided to Schaumburg-Algonquin, upon reasonable request, Schaumburg-Algonquin shall be entitled to obtain a copy of the insurance policy represented by said Certificates of Insurance. RB shall be precluded from using the Parking Area at any time wherein full insurance coverage is not in full force and effect, or if Schaumburg-Algonquin has not been provided with adequate proof of insurance thereof.

8. Assignment: Schaumburg-Algonquin shall have the right to assign this Agreement to any successive owner of the Premises containing the Parking Area. RB shall not have the right to assign this Agreement without the prior written consent of Schaumburg-Algonquin, or its successors or assigns, which consent should not be unreasonably withheld.

9. Duration of Agreement: The term and duration of this Agreement, together with the rights, covenants and obligations related thereto, shall commence on the date of execution of this Agreement and such license and related rights and obligations shall continue, on a calendar-year to calendar-year basis, and shall be automatically renewed, unless or until terminated by either party upon thirty (30) days' prior written notice to the other party.

10. Default: If either party shall be in default under this Agreement any time during the term hereof, the non-defaulting party shall give the defaulting party not less than ten (10) days' prior written notice of such default, which shall be a cure period for the benefit of the defaulting party. In the event of a default beyond the applicable cure period, this Agreement may be immediately terminated by the nondefaulting party, however termination of this Agreement shall not relieve the defaulting party of any obligation incurred or accrued prior to such termination, whether or not known at the time of the termination.

11. Notices: Notices to the respective parties under this Agreement shall be in writing, and shall be delivered by hand or sent by certified or registered mail, postage prepaid, with return receipt requested, or sent by a nationally-utilized overnight delivery service, addressed to the respective parties as follows:

If to Schaumburg-Algonquin:

Schaumburg-Algonquin Associates, LLC
 c/o DSI Real Estate Services, LLC
 1827 Walden Office Square, Suite 590
 Schaumburg, IL 60173

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If to RB:

RB Enterprises
1771 Mallett Rd
Aurora IL 60505

The change of address for any party entitled to notice herein may be made by giving notice in accordance with this notice provision.

12. Miscellaneous:

a. Neither this Agreement, nor any provision hereof, may be waived, modified, amended, discharged or terminated except by a written instrument, signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instruments.

b. Nothing contained herein should be construed as a gift or dedication of any portion of the Parking Area to or for the general public, or for the use of any municipality.

c. This Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of Illinois, and the ordinances of the Village of Schaumburg, Illinois.

d. In the event of any litigation between the respective parties to this Agreement, the performance of their obligations hereunder or the effect of a termination of this Agreement, the losing party shall pay all costs, expenses and reasonable attorneys' fees incurred by the prevailing party in connection with such litigation.

e. In the event any provision of this Agreement shall be deemed invalid or unenforceable, or in violation of any applicable statute, ordinance, rule or regulation, or shall become invalid or unenforceable by virtue thereof, the remainder of this Agreement shall be construed as if such invalid, unenforceable or violative provision shall not have been included herein, and the balance of this Agreement shall remain in full force and effect.

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


g. The section headings as shown in this Agreement are for the convenience and reference of the parties, and shall in no way define, increase, limit or describe the scope of intention of any provision of this Agreement.

SIGNATURE PAGE FOLLOWS...

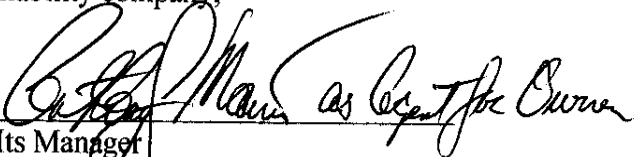
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IN WITNESS WHEREOF, the respective parties hereto have executed this Agreement on the date and year first above written.

RB ENTERPRISES, INC., an
Illinois corporation,

By: 
Its President

SCHAUMBURG-ALGONQUIN
ASSOCIATES, LLC, a Delaware
limited liability company,

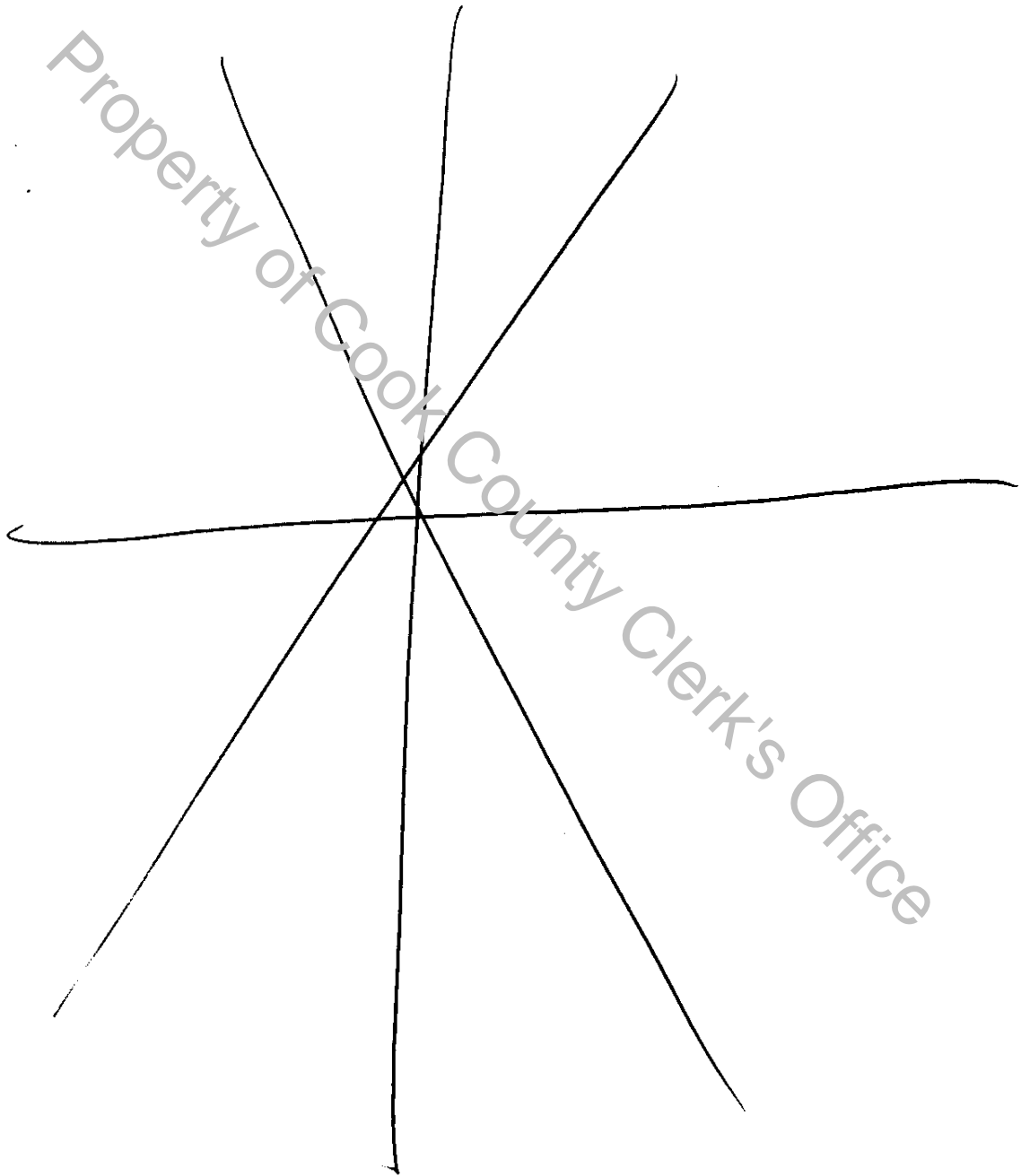
By: 
Its Manager

Property of Cook County Clerk's Office

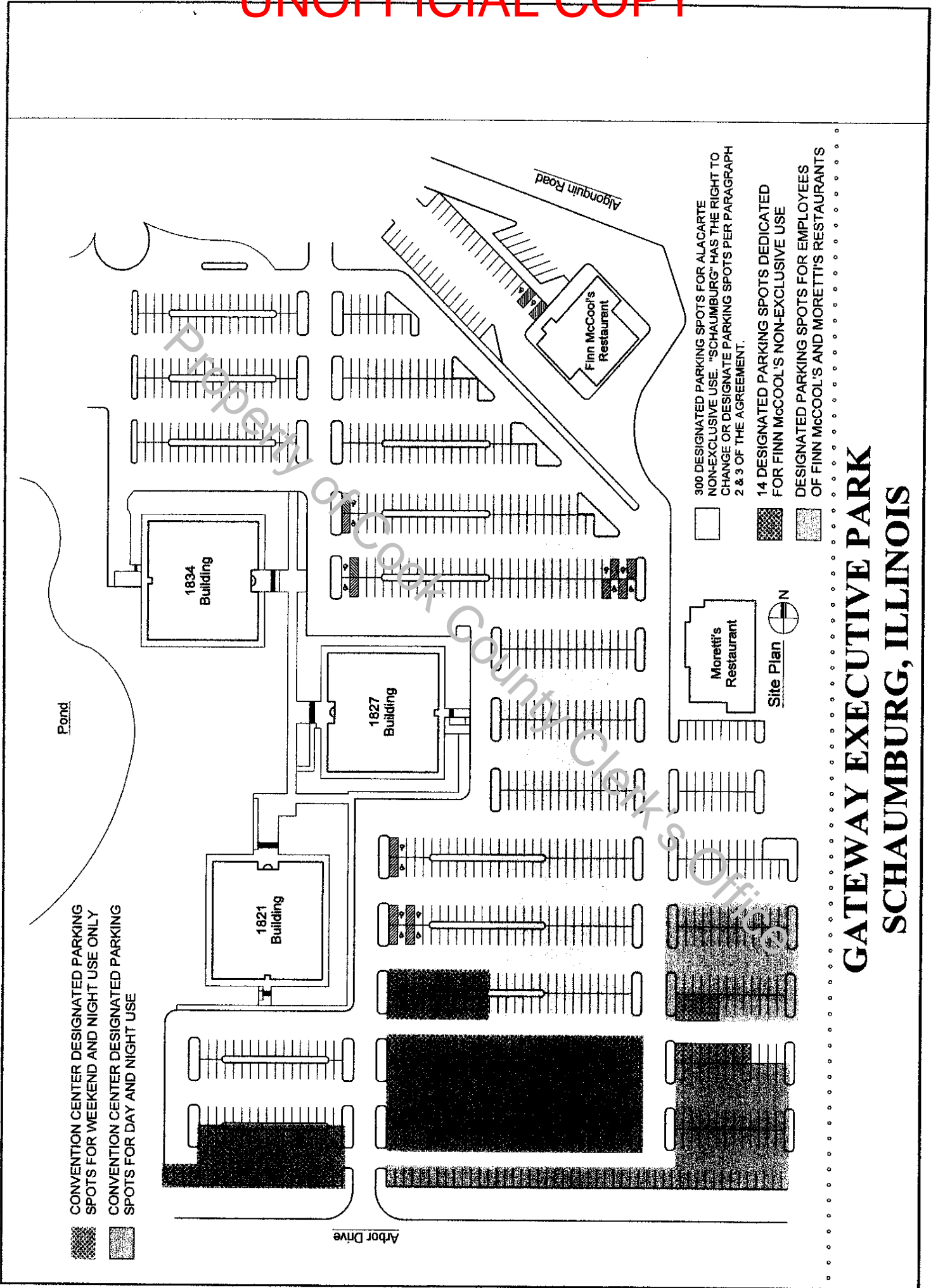
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EXHIBIT "A"

THE PARKING AREA



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GATEWAY EXECUTIVE PARK
SCHAUMBURG, ILLINOIS

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Ticor Title Insurance Company

6250 W. 95TH STREET, OAK LAWN, IL 60453

Telephone: (708)430-3030

Fax: (708)430-3434

TRACT SEARCH REPORT
SUBJECT TO THE CONDITIONS AND STIPULATIONS ATTACHED

REQUESTED BY: MARTIN TASCH
1200 JORIE BLVD STE 329, OAK BROOK, ILLINOIS 60523

REFERENCE: WALDEN OFFICE SQUARE
ORDER NO.: 000619153
COVER DATE: SEPTEMBER 28, 2009
PROPERTY ADDRESS (PER APPLICANT): 1821-1835 WALDEN OFFICE SQUARE, SCHAUMBURG, ILLINOIS
PROPERTY LOCATED IN COOK COUNTY
PERMANENT INDEX NUMBER(S): 07-12-201-014-0000; 07-12-201-016-0000; 07-12-201-018-0000

LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED 368.55 FEET NORTH OF THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 12 ON THE WEST LINE OF THE EAST 1/2 OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE FROM SAID POINT SOUTH 59 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 2.29 FEET TO A POINT; THENCE SOUTHEASTERLY FROM SAID POINT ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 703.99 FEET FOR AN ARC DISTANCE OF 334.82 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 331.67 FEET BEARING SOUTH 73 DEGREES 36 MINUTES 06 SECONDS EAST; THENCE EASTERLY FROM SAID POINT ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 539.96 FEET FOR AN ARC DISTANCE OF 65.18 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 65.14 FEET BEARING SOUTH 83 DEGREES 46 MINUTES 10 SECONDS EAST; THENCE DUE SOUTH FROM SAID POINT A DISTANCE OF 626.08 FEET TO A POINT; THENCE DUE EAST FROM SAID POINT A DISTANCE OF 137.41 FEET TO A POINT; THENCE DUE SOUTH FROM SAID POINT A DISTANCE OF 484.58 FEET TO A POINT; THENCE FROM SAID POINT NORTH 89 DEGREES 46 MINUTES 31 SECONDS EAST A DISTANCE OF 697.05 FEET TO A POINT 1.11 FEET EAST OF THE WEST LINE OF THE EAST 422.12 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, WHICH IS 477.870 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 09 MINUTES 09 SECONDS WEST IN SAID WEST LINE 924.596 FEET TO ITS POINT OF INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD; THENCE SOUTH 58 DEGREES 55 MINUTES 28 SECONDS EAST IN SAID RIGHT OF WAY LINE 470.96 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 5779.65 FEET; A DISTANCE OF 678.600 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD AND THE NORTHWESTERLY RIGHT OF WAY LINE OF ARBOR DRIVE; THENCE SOUTH 24 DEGREES 20 MINUTES 46 SECONDS WEST ON A RADIAL LINE 83.0 FEET TO A POINT OF CURVE; THENCE SOUTHERLY AND EASTERLY ON THE ARC OF A CIRCLE HAVING A RADIUS OF 87 FEET AND BEING CONVEX SOUTHWESTERLY 137.163 FEET TO A POINT SAID CURVE HAVING A CHORD LENGTH OF 123.391 FEET BEARING SOUTH 20 DEGREES 49 MINUTES 08 SECONDS EAST; THENCE NORTHWESTERLY FROM SAID POINT ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 549.817 FEET FOR AN ARC DISTANCE OF 62.490 FEET TO A POINT; SAID CURVE HAVING A CHORD LENGTH OF 62.456 FEET BEARING NORTH 62 DEGREES 43 MINUTES 40 SECONDS WEST, SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT OF

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LAND HEREIN TO BE DESCRIBED; THENCE CONTINUING NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 549.817 FEET FOR AN ARC DISTANCE OF 125.653 FEET TO A POINT, SAID CURVE HAVING A CHORD LENGTH OF 125.379 FEET BEARING NORTH 52 DEGREES 55 MINUTES 29 SECONDS WEST; THENCE NORTH 46 DEGREES 22 MINUTES 40 SECONDS WEST, A DISTANCE OF 159.576 FEET TO A POINT; THENCE DUE WEST A DISTANCE OF 343.449 FEET TO A POINT; THENCE DUE SOUTH A DISTANCE OF 150 FEET TO A POINT; THENCE DUE WEST A DISTANCE OF 31.0 FEET TO A POINT; THENCE DUE SOUTH A DISTANCE OF 126.0 FEET TO A POINT; THENCE DUE EAST A DISTANCE OF 21.0 FEET TO A POINT; THENCE DUE SOUTH A DISTANCE OF 68.0 FEET TO A POINT; THENCE DUE EAST A DISTANCE OF 193.0 FEET TO A POINT; THENCE DUE NORTH A DISTANCE OF 38.0 FEET TO A POINT; THENCE DUE EAST A DISTANCE OF 112.0 FEET TO A POINT; THENCE DUE SOUTH A DISTANCE OF 20.0 FEET TO A POINT; THENCE DUE EAST A DISTANCE OF 264.0 FEET TO A POINT; THENCE DUE NORTH 140.322 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 12, 400.00 FEET NORTH OF (AS MEASURED ALONG SAID EAST LINE WHICH BEARS NORTH 00 DEGREES 06 MINUTES 42 SECONDS WEST) THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 12; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS WEST, 222.12 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 42 SECONDS WEST, 136.18 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS WEST, 198.93 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 09 SECONDS WEST, 109.29 FEET; THENCE DUE EAST, 364.938 FEET; THENCE DUE SOUTH, 56.00 FEET; THENCE DUE EAST, 21.00 FEET; THENCE DUE SOUTH 68.00 FEET; THENCE DUE EAST, 193.00 FEET; THENCE DUE NORTH, 38.00 FEET; THENCE DUE EAST, 112.00 FEET; THENCE DUE SOUTH, 20.00 FEET; THENCE DUE EAST, 264.00 FEET; THENCE DUE NORTH, 140.322 FEET; THENCE SOUTHEASTERLY ALONG A CURVED LINE, BEING THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 549.817 FEET, AN ARC DISTANCE OF 4.67 FEET (THE CHORD OF WHICH ARC BEARS SOUTH 59 DEGREES 41 MINUTES 23 SECONDS EAST AND MEASURES 4.67 FEET); THENCE SOUTH 00 DEGREES 07 MINUTES 14 SECONDS EAST, 458.66 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS EAST, 59.98 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 14 SECONDS EAST, 32.00 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS EAST, 69.00 FEET TO A POINT IN THE WEST LINE OF THE EAST 40 RODS OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 12, AFORESAID; THENCE SOUTH 00 DEGREES 07 MINUTES 14 SECONDS EAST ALONG SAID WEST LINE, 183.00 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 12; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS WEST ALONG THE LAST MENTIONED SOUTH LINE, 268.99 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 42 SECONDS WEST 400.00 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS WEST, 400.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE WEST 400.00 FEET OF THE SOUTH 400.00 FEET OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 4:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 2 AS CREATED BY A DECLARATION OF EASEMENTS DATED SEPTEMBER 12, 1977 AND RECORDED ON SEPTEMBER 26, 1977 AS DOCUMENT NUMBER 24120477 OVER THE FOLLOWING LAND EXCEPT FOR THOSE PORTIONS FALLING WITHIN THE AFOREMENTIONED PARCELS 2 AND 3:

THAT PART OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF THE EAST 40 RODS OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 12, SAID POINT BEING 361.00 FEET NORTH OF (AS MEASURED ALONG SAID WEST LINE WHICH BEARS NORTH 00 DEGREES 07 MINUTES 14 SECONDS WEST) THE INTERSECTION OF SAID WEST LINE, WITH THE SOUTH LINE OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 12; THENCE

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SOUTH 89 DEGREES 49 MINUTES 20 SECONDS WEST, 128.98 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 14 SECONDS EAST, 177.20 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 46 SECONDS WEST, 24.00 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 14 SECONDS WEST, 177.18 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS WEST, 113.95 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 42 SECONDS WEST, 24.00 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 20 SECONDS EAST, 113.95 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 14 SECONDS WEST, 151.57 FEET; THENCE DUE EAST, 19.67 FEET; THENCE DUE NORTH, 140.322 FEET; THENCE SOUTHEASTERLY ALONG A CURVED LINE, BEING THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 549.817 FEET, AN ARC DISTANCE OF 4.67 FEET (THE CHORD OF WHICH ARC BEARS SOUTH 59 DEGREES 41 MINUTES 23 SECONDS EAST AND MEASURES 4.67 FEET); THENCE SOUTH 00 DEGREES 07 MINUTES 14 SECONDS EAST, 289.46 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 20 SECONDS EAST, 128.98 FEET TO A POINT IN THE AFOREMENTIONED WEST LINE OF THE EAST 40 RODS OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 12; THENCE SOUTH 00 DEGREES 07 MINUTES 14 SECONDS EAST ALONG THE LAST MENTIONED WEST LINE, 24.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID AS CREATED BY EASEMENT AGREEMENT BY AND BETWEEN 4TH LAKEWOOD ASSOCIATES LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, AND THIRD LAKEWOOD ASSOCIATES LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP DATED JULY 21, 1972 AND RECORDED JULY 28, 1972 AS DOCUMENT NUMBER 21993885 FOR INGRESS AND EGRESS OVER:

THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE NORTH 00 DEGREES 07 MINUTES 14 SECONDS WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 644.19 FEET; THENCE SOUTH 84 DEGREES 02 MINUTES 23 SECONDS WEST, 33.30 FEET TO A POINT OF CURVE THENCE WESTERLY ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED COURSE, CONVEX TO THE SOUTH AND HAVING A RADIUS OF 87.00 FEET, A DISTANCE OF 45.517 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 549.817 FEET A DISTANCE OF 188.143 FEET TO A POINT OF TANGENCY; THENCE NORTH 46 DEGREES 22 MINUTES 40 SECONDS WEST TANGENT TO THE LAST DESCRIBED CURVED LINE, 159.576 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 122.949 FEET TO THE POINT OF BEGINNING, OF THE EASEMENT HEREIN BEING DESCRIBED; THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 50.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 63.00 FEET TO A POINT OF CURVE, THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 125.00 FEET A DISTANCE OF 54.571 FEET TO A POINT OF INTERSECTION WITH A CURVED LINE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 1721.978 FEET A DISTANCE OF 28.428 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 561.894 FEET A DISTANCE OF 21.750 FEET TO A POINT OF INTERSECTION WITH A CURVED LINE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 75.00 FEET A DISTANCE OF 29.582 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 63.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS;

1. OUR RECORDS SHOW THE FOLLOWING DOCUMENT AS THE LAST CONVEYANCE OF THE ABOVE DESCRIBED PROPERTY.

GRANTOR: GATEWAY ASSOCIATES, L.L.C.
GRANTEE: SCHAUMBURG-ALGONQUIN ASSOCIATES L.L.C.
DOCUMENT NO.: 0010479194
RECORDED: JUNE 5, 2001
INSTRUMENT: SPECIAL WARRANTY DEED

UNOFFICIAL COPY**2. GENERAL TAX SEARCH INDICATED THE FOLLOWING INFORMATION ON THE PROPERTY.**

NOTE: 2008 FIRST INSTALLMENTS OF \$158,677.93 (014); \$166,879.96 (016); \$158,917.58 (018) ARE PAID.

NOTE: 2008 FIRST INSTALLMENT AMOUNT EQUALS ONE-HALF OF 2007 TAXES.

NOTE: 2008 FINAL INSTALLMENT AMOUNT/DATE NOT DETERMINED UNTIL BILL IS ISSUED.

3. ASSESSMENT INFORMATION.

NONE

4. WE ALSO NOTE FOR YOUR INFORMATION THE FOLLOWING RECORDED DOCUMENTS.

MORTGAGE AND SECURITY AGREEMENT DATED MAY 25, 2001 MADE BY SCHAUMBURG-ALGONQUIN ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN FAVOR OF MORGAN GUARANTY TRUST COMPANY OF NEW YORK, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$16,600,000.00 AND RECORDED JUNE 5, 2001 AS DOCUMENT 0010479195 WITH THE OFFICE OF THE RECORDER OF DEEDS FOR COOK COUNTY, ILLINOIS.

ASSIGNED TO WELLS FARGO BANK MINNESOTA, N.A. AS TRUSTEE FOR THE REGISTERED HOLDERS OF THE J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES CORP. MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2001-CIBC2 BY INSTRUMENT RECORDED MARCH 5, 2003 AS DOCUMENT NUMBER 0030306422.

ASSIGNMENT OF LEASES AND RENTS DATED MAY 25, 2001 AND RECORDED JUNE 5, 2001 AS DOCUMENT NO. 0010479196 MADE BY SCHAUMBURG-ALGONQUIN ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO MORGAN GUARANTY TRUST COMPANY OF NEW YORK.

ASSIGNED TO WELLS FARGO BANK MINNESOTA, N.A. AS TRUSTEE FOR THE REGISTERED HOLDERS OF THE J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES CORP. MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2001-CIBC2 BY INSTRUMENT RECORDED AS DOCUMENT MARCH 5, 2003 AS DOCUMENT NUMBER 0030306415.

SECURITY INTEREST OF MORGAN GUARANTY TRUST COMPANY OF NEW YORK, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT EXECUTED BY SCHAUMBURG-ALGONQUIN ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, DEBTOR, AND FILED JUNE 21, 2001 AS DOCUMENT NO. 01U 05989 IN THE COOK COUNTY, ILLINOIS CLERK'S OFFICE.

SECURITY INTEREST OF MORGAN GUARANTY TRUST COMPANY OF NEW YORK, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT EXECUTED BY SCHAUMBURG-ALGONQUIN ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, DEBTOR, AND FILED JUNE 7, 2001 AS DOCUMENT NO. 01U05471. IN THE COOK COUNTY, ILLINOIS CLERK'S OFFICE.

SECURITY INTEREST OF WELLS FARGO BANK MINNESOTA, N.A. AS TRUSTEE FOR THE REGISTERED HOLDERS OF THE JPMORGAN CHASE COMMERCIAL MORTGAGE SECURITIES CORP. MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2001-CIBC2, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT NAMING SCHAUMBURG-ALGONQUIN ASSOCIATES, LLC AS DEBTOR AND RECORDED SEPTEMBER 1, 2004 AS DOCUMENT NO. 0424518114.

SECURITY INTEREST OF WELLS FARGO BANK N.A., SUCCESSOR-BY-MERGER TO WELLS FARGO BANK MINNESOTA N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES CORP. MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2001-CIBC2, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT NAMING SCHAUMBURG-ALGONQUIN ASSOCIATES, LLC AS DEBTOR AND RECORDED NOVEMBER 1, 2005 AS DOCUMENT NO. 0530512040.

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SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENMENT AGREEMENT BY AND BETWEEN MORGAN GUARANTY TRUST COMPANY OF NEW YORK AND AND THE REYNOLDS & REYNOLDS COMPANY, A OHIO COPORATION DATED AS OF MAY 25,2001 AND RECORDED JUNE 5,2001 AS DOCUMENT NO. 0010479198.

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENMENT AGREEMENT BY AND BETWEEN MORGAN GUARANTY TRUST COMPANY OF NEW YORK AND HQ GLOBAL WORK PLACES. INC., A DELWARE CORPORATION DATED AS OF MAY 21,2001 AND RECORDED JUNE 5, 2001 AS DOCUMENT NO. 0010479197.

MORTGAGE DATED OCTOBER 8, 2003 AND RECORDED DECEMBER 24, 2003 AS DOCUMENT NO. 0335844008 MADE BY HQ GLOBAL WORKPLACES, INC. TO BNP PARIBAS, INDIVIDUALLY AND AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT FOR SECURED PARTIES AND THE L/C SECURED PARTIES, ALL IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$20,000,000.00.
(AFFECTS LEASEHOLD INTEREST IN PARCEL 3)

ASSIGNMENT OF REENTS RECORDED DECEMBER 24, 2003 AS DOCUMENT NO. 0335844009 MADE BY HQ GLOBAL WORKPLACES, INC. TO BNP PARIBAS,INDIVIDUALLY AND AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT FOR SECURED PARTIES AND THE L/C SECURED PARTIES.
(AFFECTS LEASEHOLD INTEREST IN PARCEL 3)

5. GENERAL INDEX SEARCH INDICATES THE FOLLOWING ADVERSE MATTERS AGAINST:

NONE

COMPLETED BY: _____

THIS TRACT SEARCH IS SUBJECT TO THE CONDITIONS AND STIPULATIONS ATTACHED HERETO AND MADE A PART HEREOF. TICOR TITLE INSURANCE COMPANY MAKES NO REPRESENTATION AS TO THE ACCURACY OF THIS INFORMATION. TO PROTECT AGAINST POSSIBLE LOSS, A TITLE INSURANCE POLICY SHOULD BE ORDERED.

END - TRACT SEARCH INFORMATION REPORT

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CONDITIONS AND STIPULATIONS

This search is of the land described herein by legal description and where based upon a street address furnished by applicant. Ticor Title Insurance Company (TICOR) assumes no liability for the accuracy of the determination that the street address so furnished and listed, and the land described by legal description, constitutes the same premises. This search is made of Property Insight (and in certain situations, other) tract indices, which are geographic indices organized by legal description. Recorded instruments, including deeds or mortgages, which do not contain legal descriptions, are not posted in such tract indices and will not be disclosed by this search.

In the event of error in the posting or searching of the said indices or in the reporting of the requested information, applicant agrees that the liability of TICOR is limited to actual damages sustained by applicant, but in no event shall such liability exceed \$10,000.00, in the aggregate, for all searches ordered by a single application. If applicant does not pay TICOR search charges within thirty (30) days of placement of order, TICOR shall be relieved of all liability for error. TICOR does not analyze instruments for legal sufficiency. Instruments are posted to tract indices and reported by searchers based upon the characterization of the instrument by its preparer.

This search is not a title insurance policy, guarantee, or opinion of title and should not be relied upon as such. This search is made by TICOR solely for the benefit of the applicant. No third party (other than a party making a loan on the land described herein) shall have any right to rely on said search for any purpose whatsoever under any third party beneficiary theory, products liability theory or any other theory of law whatsoever.

U.S. Fair Credit Reporting Act, 15 U.S.C. 1681-1681t Statement: This search is furnished by TICOR for the purpose of providing information relative to the record ownership of the subject land and without any regard to the credit worthiness of the particular parties who have owned or possessed the land during the search period.

The information furnished on this search is based on the spelling of the names searched as furnished by the applicant. Items posted against corporate names, the spelling of which may vary from the corporate name search by us, have not been shown.

This search does not show judgments unless a memorandum of the judgment has been filed in the County Recorder's Office pursuant to 735 ILCS 5/12-101.

No search has been made of the index in the district office of the Internal Revenue Service under Sec. 6323(f)(4) of the Internal Revenue Code.

The applicant acknowledges that this search will be used only for the purposes certified in the application previously furnished us, and is not to be used contrary to the provisions of the fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681t.

NOTE: TICOR is forbidden by the FCRA from disclosing in response to an application any bankruptcy more than 14 years old, any suit or judgment more than 7 years old (unless the governing statute of limitations has not expired), changes of name, divorces or incapacities if more than 7 years old, except as otherwise provided in the FCRA.

TRACT