



Doc#: 0933644059 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 12/02/2009 02:42 PM Pg: 1 of 16

WHEN RECORDED RETURN TO:

Cox, Castle & Nicholson, LLP
2049 Century Park East, 28th Floor
Los Angeles, CA 90067
Attn: John F. Nicholson, Esq.

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

MEMORANDUM OF RIGHT OF FIRST REFUSAL,
PARTICIPATION INTEREST AND PUT OPTION AGREEMENT

THIS MEMORANDUM OF RIGHT OF FIRST REFUSAL, PARTICIPATION INTEREST AND PUT OPTION AGREEMENT ("Memorandum") is made as of December 1, 2009 (the "Effective Date") by and between HTA - Maple Avenue Investor, LLC, a Delaware limited liability company ("REIT"), and Maple Ave Medical, LLC, a Delaware limited liability company ("Maple"), ET Medical, LLC, a Delaware limited liability company ("ET"), GL Medical, LLC, a Delaware limited liability company ("GL"), HL Medical, LLC, a Delaware limited liability company ("HL"), (Maple, ET, GL, and HL are collectively referred to herein as "Owner"). REIT and Owner are sometimes collectively referred to in this Agreement as the "Parties" and individually as a "Party."

RECITALS

A. Owner is the owner of that certain medical office building and related improvements located at 610 South Maple, Oak Park, Illinois, as more particularly described on *Exhibit "A"* attached hereto (collectively, the "Property").

B. Owner and REIT have agreed to various agreements concerning the Property, as set forth in that certain unrecorded *Right of First Refusal, Participation Interest and Put Option Agreement* dated as of even date herewith (the "Agreement").

C. Owner and REIT desire to record this Memorandum with the Cook County Recorder of Deeds, in order to provide record notice to third parties of the existence of the Agreement and certain provisions contained therein.

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

AGREEMENT

1. Put Option. Pursuant to the terms and conditions set forth in the Agreement, HTA granted to Owner an option to sell the Property to REIT (the "Put Option"). The term of the Put Option is thirty (30) days commencing on the thirtieth (30th) monthly anniversary of the Effective Date (the "Option Term").

8330739
Wells/DI

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2. **Restriction: No Sale of Property Prior to Expiration of the Option Term.** Pursuant to the terms and conditions set forth in the Agreement, Owner agreed that during the period prior to the expiration of the Option Term, Owner shall be prohibited to and shall not sell or offer to sell, transfer, convey or otherwise dispose of the Property to any party without the prior written consent of REIT at REIT's sole and absolute discretion (the "**Restriction**").

3. **Right of First Refusal.** Pursuant to the terms and conditions set forth in the Agreement, Owner granted REIT an ongoing right of first refusal ("**ROFR**") with respect to the Property.

4. **Participation Interest; Purchase Price Credit.** Pursuant to the terms and conditions set forth in the Agreement, REIT received a participation interest in the sale of the Property to a party other than REIT or an affiliate of REIT (the "**Participation Interest**"). The Participation Interest shall also apply in connection with REIT's exercise of its ROFR. In the event REIT exercises its ROFR, REIT shall receive a purchase price credit (or purchase price reduction) equal to the Participation Interest.

5. **Memorandum Only.** This Memorandum contains only selected provisions of the Agreement and reference is made to the full text of the Agreement for the full statement of applicable terms and conditions. Any capitalized terms used herein which are not otherwise defined shall have the meanings ascribed to such terms under the Agreement. This Memorandum shall not, in any way, amend or supersede the terms and conditions of the Agreement. In the event of any conflict between the terms and conditions of this Memorandum and the Agreement, the Agreement shall control.

6. **Counterparts.** This Memorandum may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

7. **Governing Law.** This Memorandum shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Illinois without regard to the conflict of law principles thereof.

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IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first set forth above.

REIT:

HTA- MAPLE AVENUE INVESTOR, LLC,
a Delaware limited liability company

By: *Kellie S. Pruitt*
Name: KELLIE S. PRUITT
Title: Authorized Signatory

OWNER:

MAPLE AVE MEDICAL, LLC,
a Delaware limited liability company

By: Bradley Associates, L.L.C.,
an Illinois limited liability company,
its manager

By: _____
Sherwin Jarol, Manager

ET MEDICAL, LLC,
a Delaware limited liability company

By: _____
Z. E. Taheri as trustee of the Z. E. Taheri
Living Trust dated June 25, 1989,
Sole Member

CL MEDICAL, LLC,
a Delaware limited liability company

By: Classroom LLC,
an Illinois limited liability company

By: _____
Harold Lichterman

HL MEDICAL, LLC,
a Delaware limited liability company

By: Classroom LLC,
an Illinois limited liability company

By: _____
Harold Lichterman

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first set forth above.

REIT:

HTA- MAPLE AVENUE INVESTOR, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: Authorized Signatory

OWNER:

MAPLE AVE MEDICAL, LLC,
a Delaware limited liability company

By: Bradley Associates, L.L.C.,
an Illinois limited liability company,
its manager

By: _____
Sherwin Jarol, Manager

ET MEDICAL, LLC,
a Delaware limited liability company

By: *Z. E. Taheri / Trustee*
Z. E. Taheri as trustee of the Z. E. Taheri
Living Trust dated June 25, 1989,
Sole Member

GL MEDICAL, LLC,
a Delaware limited liability company

By: Classroom LLC,
an Illinois limited liability company

By: _____
Harold Lichterman

HL MEDICAL, LLC,
a Delaware limited liability company

By: Classroom LLC,
an Illinois limited liability company

By: _____
Harold Lichterman

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first set forth above.

REIT:

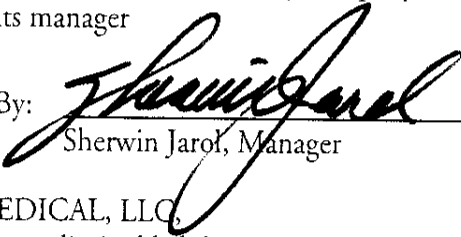
HTA- MAPLE AVENUE INVESTOR, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: Authorized Signatory

OWNER:

MAPLE AVE MEDICAL, LLC,
a Delaware limited liability company

By: Bradley Associates, L.L.C.,
an Illinois limited liability company,
its manager

By: 
Sherwin Jarof, Manager

ET MEDICAL, LLC,
a Delaware limited liability company

By: _____
Z. E. Taheri as trustee of the Z. E. Taheri
Living Trust dated June 25, 1989,
Sole Member

GI MEDICAL, LLC,
a Delaware limited liability company

By: GGI, LLC, Series LL, a Delaware limited
liability company that is a partial successor
to Classroom, LLC

By: _____
Geraldine Lichterman, Manager

HL MEDICAL, LLC,
a Delaware limited liability company

By: HL LLC, Series LL, a Delaware limited
liability company that is a partial successor
to Classroom, LLC

By: _____
Len Lichterman, Manager

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first set forth above.

REIT:

HTA- MAPLE AVENUE INVESTOR, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: Authorized Signatory

OWNER:

MAPLE AVE MEDICAL, LLC,
a Delaware limited liability company

By: Bradley Associates, L.L.C.,
an Illinois limited liability company,
its manager

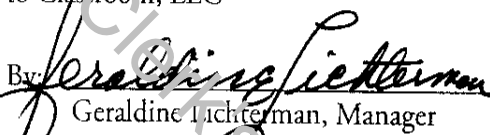
By: _____
Sherwin Jarol, Manager

ET MEDICAL, LLC,
a Delaware limited liability company

By: _____
Z. E. Taheri as trustee of the Z. E. Taheri
Living Trust dated June 25, 1989,
Sole Member

CL MEDICAL, LLC,
a Delaware limited liability company

By: GCL LLC, Series LL, a Delaware limited
liability company that is a partial successor
to Classroom, LLC

By: 
Geraldine Lichterman, Manager

HL MEDICAL, LLC,
a Delaware limited liability company

By: HL LLC, Series LL, a Delaware limited
liability company that is a partial successor
to Classroom, LLC

By: _____
Len Lichterman, Manager

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first set forth above.

REIT:

HTA- MAPLE AVENUE INVESTOR, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: Authorized Signatory

OWNER:

MAPLE AVE MEDICAL, LLC,
a Delaware limited liability company

By: Bradley Associates, L.L.C.,
an Illinois limited liability company,
its manager

By: _____
Sherwin Jarol, Manager

ET MEDICAL, LLC,
a Delaware limited liability company

By: _____
Z. E. Taheri as trustee of the Z. E. Taheri
Living Trust dated June 25, 1989,
Sole Member

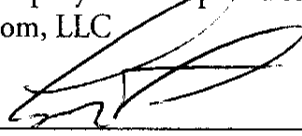
GL MEDICAL, LLC,
a Delaware limited liability company

By: CGL LLC, Series LL, a Delaware limited
liability company that is a partial successor
to Classroom, LLC

By: _____
Geraldine Lichterman, Manager

HL MEDICAL, LLC,
a Delaware limited liability company

By: HL LLC, Series LL, a Delaware limited
liability company that is a partial successor
to Classroom, LLC

By: 
Len Lichterman, Manager

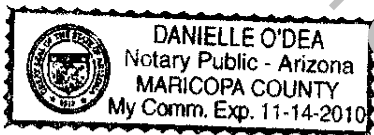
UNOFFICIAL COPY

NOTARY ACKNOWLEDGEMENTS

STATE OF ARIZONA)
)
 COUNTY OF MARICOPA) ss:

On November 30, 2009 before me, Danielle O'Dea (here insert name of the officer), Notary Public, personally appeared Kessie Pruitt, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Danielle O'Dea

Signature of Notary Public

[Seal]

STATE OF ILLINOIS)
)
 COUNTY OF COOK)

On this the _____ day of _____, 2009 before me, the undersigned, personally appeared _____, who acknowledged himself/herself to be the _____ of _____, and that he/she, as such _____, being authorized so to do executed the foregoing instrument as his/her free act and deed and the free act and deed of the corporation for the purposes contained therein by signing the name of the corporation by himself/herself as such officer. WITNESS my hand and official seal.

Notary Public in and for said State

[Affix Notarial Seal]

My Commission Expires:

UNOFFICIAL COPY

STATE OF FLORIDA)
) SS
 COUNTY OF PALM BEACH)

On November 30, 2009 before me, the undersigned, personally appeared Z. E. Taheri, who acknowledged himself / herself to be the trustee of The Z E Taheri Living Trust, being authorized so to do, executed the foregoing instrument as his / her free act and deed and the free act and deed of the company for the purposes contained therein by signing the name of the company by himself / herself as such officer.

WITNESS my hand and official seal.

Judy L. Kalman

Signature of Notary Public



Property of Cook County Clerk's Office

UNOFFICIAL COPY

NOTARY ACKNOWLEDGEMENTS

STATE OF ARIZONA)
) ss:
 COUNTY OF MARICOPA)

On _____, 2009 before me, _____ (here insert name of the officer), Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

 Signature of Notary Public

[Seal]

STATE OF ILLINOIS)
)
 COUNTY OF COOK)

On this the 1st day of December, 2009 before me, the undersigned, personally appeared Sherwin Turol, who acknowledged himself/herself to be the Manager of Maple Ave Medical and that he/she, as such Manager, being authorized so to do executed the foregoing instrument as his/her free act and deed and the free act and deed of the corporation for the purposes contained therein by signing the name of the corporation by himself/herself as such officer. WITNESS my hand and official seal.

Jeanne Edwards
 Notary Public in and for said State

[Affix Notarial. Seal]



My Commission Expires: 3/24/12

UNOFFICIAL COPY

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this the _____ day of _____, 2009 before me, the undersigned, personally appeared _____, who acknowledged himself/herself to be the _____ of _____, and that he/she, as such _____, being authorized so to do, executed the foregoing instrument as his/her free act and deed and the free act and deed of the corporation for the purposes contained therein by signing the name of the corporation by himself/herself as such officer. WITNESS my hand and official seal.

Notary Public in and for said State

[Affix Notarial Seal]

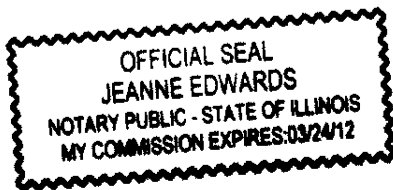
My Commission Expires:

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this the 1st day of December, 2009 before me, the undersigned, personally appeared Geraldine Schemm, who acknowledged himself/herself to be the manager of Ch. Medical Co, and that he/she, as such manager, being authorized so to do, executed the foregoing instrument as his/her free act and deed and the free act and deed of the corporation for the purposes contained therein by signing the name of the corporation by himself/herself as such officer. WITNESS my hand and official seal.

Jeanne Edwards
Notary Public in and for said State

[Affix Notarial Seal]



My Commission Expires:

3/24/12


UNOFFICIAL COPY

STATE OF ILLINOIS)

COUNTY OF COOK)

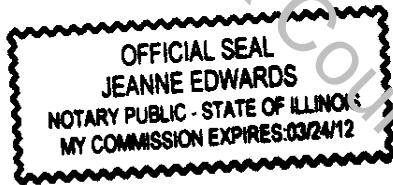
On this the 1st day of December, 2009 before me, the undersigned, personally appeared Jon Sektzman who acknowledged himself/herself to be the manager of HL Medical LLC, and that he/she as such manager, being authorized so to do, executed the foregoing instrument as his/her free act and deed and the free act and deed of the corporation for the purposes contained therein by signing the name of the corporation by himself/herself as such officer.

WITNESS my hand and official seal


Notary Public in and for said State

[Affix Notarial Seal]

My Commission Expires: 3/24/12



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Exhibit "A"

Description of Property

610 S. Maple Ave., Oak Park, IL 60304

PARCEL 1:

LOTS 1, 2 AND 3, EXCEPT THE SOUTH 11.50 FEET OF SAID LOT 3, LOT 4, EXCEPT THE NORTH 8.50 FEET OF SAID LOT 4 AND LOT 5 IN BLOCK 6 AND LOTS 1 TO 5, INCLUSIVE, IN BLOCK 7, TOGETHER WITH THE NORTH AND SOUTH 18 FOOT PUBLIC ALLEY VACATED PER DOCUMENT NO. 20181526 LYING BETWEEN THE EAST LINE OF SAID BLOCK 6 AND THE WEST LINE OF SAID BLOCK 7, LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF THE AFORESAID LOT 1 IN SAID BLOCK 6 TO THE NORTHWEST CORNER OF THE AFORESAID LOT 1 IN SAID BLOCK 7, AND LYING NORTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 11.50 FEET OF THE AFORESAID LOT 3 IN SAID BLOCK 6 ALL IN W. J. WILSON'S ADDITION TO OAK PARK, BEING A SUBDIVISION IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

THAT PART OF THE VACATED NORTH AND SOUTH 18-FOOT PUBLIC ALLEY LYING BETWEEN THE EAST LINE OF BLOCK 6 AND THE WEST LINE OF BLOCK 7, LYING SOUTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 11.50 FEET OF LOT 3 IN SAID BLOCK 6, LYING NORTH OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 5 IN SAID BLOCK 6 TO THE SOUTHWEST CORNER OF LOT 5 IN SAID BLOCK 7 ALL IN W. J. WILSON'S ADDITION TO OAK PARK, BEING A SUBDIVISION IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY ORDINANCE RECORDED DECEMBER 21, 1999 AS DOCUMENT NUMBER 09184813 AND RE-RECORDED JANUARY 26, 2000 AS DOCUMENT NUMBER 00065870;

ALSO

THAT PART OF THE VACATED EAST AND WEST 20-FOOT PUBLIC ALLEY LYING BETWEEN THE NORTH LINE OF THE SOUTH 11.50 FEET OF LOT 3 AND THE SOUTH LINE OF THE NORTH 8.50 FEET OF LOT 4 IN BLOCK 6 IN W. J. WILSON'S ADDITION TO OAK PARK, BEING A SUBDIVISION IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY ORDINANCE RECORDED DECEMBER 21, 1999 AS DOCUMENT NUMBER 09184813 AND RE-RECORDED JANUARY 26, 2000 AS DOCUMENT NUMBER 00065870;

UNOFFICIAL COPY

ALSO

THAT PART OF WEST MONROE STREET VACATED PER DOCUMENT NUMBER 20181526 IN W. J. WILSON'S ADDITION TO OAK PARK LYING EAST OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 9 IN BLOCK 3 TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 6 AND LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 9 IN BLOCK 2 TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK 7, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 7 AFORESAID; THENCE NORTH 66.00 FEET TO THE SOUTHEAST CORNER OF LOT 9 IN BLOCK 2 AFORESAID; THENCE WEST, ALONG THE SOUTH LINE OF LOT 9 AFORESAID AND ITS WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 9 IN BLOCK 3 AFORESAID, 216.90 FEET; THENCE SOUTH PERPENDICULAR TO THE AFORESAID LINE, 32.20 FEET; THENCE WEST, PERPENDICULAR TO THE AFORESAID LINE, 142.03 FEET TO A POINT ON THE LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 9 IN BLOCK 3 AFORESAID TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 6 AFORESAID; THENCE SOUTH ON THE AFORESAID DESCRIBED LINE 33.80 FEET TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 6 AFORESAID; THENCE EAST, ALONG THE NORTH LINE OF LOT 1 IN BLOCK 6 AFORESAID AND ITS EASTERLY EXTENSION AND THE NORTH LINE OF LOT 1 IN BLOCK 7 AFORESAID 359.06 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, SAID ADDITION BEING A SUBDIVISION IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

AN EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN ACCESS TO, INGRESS AND EGRESS OVER THE WISCONSIN AVENUE EASEMENT AREA DESCRIBED AS FOLLOWS:

THAT PORTION OF WISCONSIN AVENUE LYING WEST OF AND ADJACENT TO LOTS 24 TO 35 OF THE SUBDIVISION OF BLOCK 2 IN WALLEN AND PROBST'S ADDITION TO OAK PARK, A SUBDIVISION OF PART OF LOT 1 IN B. F. JERVIS' SUBDIVISION OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13 (EXCEPT THE WEST 1/2 OF THE SOUTHWEST 1/4) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

NON-EXCLUSIVE PERPETUAL RIGHT AND EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429

UNOFFICIAL COPY

BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR ACCESS TO AND INGRESS AND EGRESS OVER, ACCESS THERETO AND THE PERPETUAL RIGHT AND EASEMENT TO PARK VEHICLES WITHIN THE PARKING GARAGE DESCRIBED AS FOLLOWS:

ALL OF LOTS 24 TO 35, BOTH INCLUSIVE, IN BLOCK 2 IN THE SUBDIVISION OF BLOCKS 1 2, 3, 4, 5, 6, 7, 8 AND 9 OF WALLEN AND PROBST'S ADDITION TO OAK PARK IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

PERPETUAL RIGHT AND EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR ACCESS TO AND INGRESS AND EGRESS OVER, AND CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT OF A SURFACE PARKING LOT AND THE PERPETUAL RIGHT AND EASEMENT TO PARK VEHICLES THEREON, DESCRIBED AS FOLLOWS:

LOT 5 (EXCEPT THE NORTH 43 FEET THEREOF) TOGETHER WITH LOTS 6 TO 9, INCLUSIVE, IN BLOCK 4 IN W. J. WILSON'S ADDITION TO OAK PARK, A SUBDIVISION OF ALL OF LOT 1 (EXCEPT THE EAST 40 ACRES THEREOF) IN THE SUBDIVISION OF SECTION 18 (EXCEPT THE WEST 1/2 OF THE SOUTHWEST 1/4 THEREOF), TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EXCLUSIVE RIGHT AND EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL FOR THE PURPOSE OF CONNECTING THE PEDESTRIAN CORRIDOR TO THE HOSPITAL AS DISCLOSED ON EXHIBIT "C" ATTACHED TO SAID AGREEMENT.

PARCEL 6:

EXCLUSIVE RIGHT AND EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL FOR THE PURPOSE OF PEDESTRIAN ACCESS, INGRESS AND EGRESS THROUGH THE PEDESTRIAN CORRIDOR (WHEN COMPLETED) BETWEEN THE MEDICAL OFFICE BUILDING AND THE HOSPITAL AS DISCLOSED ON SKETCH ATTACHED AS EXHIBIT "C" TO SAID AGREEMENT.

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PARCEL 7:

MUTUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL UPON, UNDER, OVER, ACROSS AND ALONG A STRIP OF LAND FIFTEEN (15) FEET INTO EACH OF THE PARTNERS 99 PROPERTY AND THE HOSPITAL PROPERTY FOR THE PURPOSE OF CONTINUED MAINTENANCE OF THE EASEMENT AND IMPROVEMENTS.

PARCEL 8:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL IN, OVER, UNDER, UPON, AND ACROSS THE DRIVEWAY EASEMENT AREA AS DISCLOSED ON EXHIBIT "C" OF SAID AGREEMENT FOR THE PURPOSE OF CONSTRUCTING AND INSTALLING A DRIVEWAY, SIDEWALKS AND OTHER IMPROVEMENTS.

PARCEL 9:

MUTUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED DECEMBER 16, 1999 AND RECORDED DECEMBER 20, 1999 AS DOCUMENT NUMBER 09181429 BY AND BETWEEN PARTNERS 99, L.L.C. AND OAK PARK HOSPITAL IN, OVER, UNDER, UPON, AND ACROSS THE DRIVEWAY EASEMENT AREA AS DISCLOSED ON EXHIBIT "C" OF SAID AGREEMENT FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR ACCESS, INGRESS AND EGRESS OVER THE DRIVEWAY AND SIDEWALKS LOCATED THEREIN.

ADDRESS: 610 SOUTH MAPLE AVENUE, OAK PARK, ILLINOIS

PINs: 16-18-101-010 (also covers other property)
16-18-101-012 (also covers other property)
16-18-110-006
16-18-110-015
16-18-110-016
16-18-110-022
16-18-110-023
16-18-110-024