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Doc#: 1003618098 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/05/2010 03:53 PM Pg: 1 of 14

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JE D-1

After Recording, Return to:

Hinckley, Allen & Snyder LLP
50 Kennedy Plaza, Suite 1500
Providence, RI 02903
Telephone (401) 274-2000
Attn: Matthew T. Marcello, III, Esq.

(Space above this line for Recorder's use)

**FIRST AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES
(Schaumburg, Cook County, Illinois)**

RE: Assignment of Rents and Leases recorded with the Cook County Recorder on February 1, 2006 as Document No. 0603232047.

This FIRST AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES (this "Agreement") is made as of the 5 day of February, 2010 (and effective as of the 26th day of January, 2010) by and between 1000 EAST WOODFIELD ASSOCIATES, LLC, a Delaware limited liability company, having a place of business at c/o Alliance Commercial Partners, LLC, 165 South Union Boulevard, Suite 510, Lakewood, Colorado 80228 (hereinafter referred to as the "Assignor") and BANK OF AMERICA, N.A. (successor by merger to LaSalle Bank National Association), a national banking association organized under the laws of the United States having a place of business at 111 Westminster Street, Suite 1200, Mail Stop: RI 1-102-12-06, Providence, Rhode Island 02903, as "Lender", as defined in the hereinafter referenced Loan Agreement (hereinafter referred to as the "Assignee").

RECITALS

WHEREAS, Assignee is the holder of that certain Assignment of Rents and Leases dated as of January 27, 2006 executed by Assignor in favor of the Assignee's predecessor in interest, LaSalle Bank National Association (the "Assignment"), which Assignment was recorded with the Cook County Recorder, on February 1, 2006, as Document No. 0603232047; and

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WHEREAS, the Assignment encumbers certain property located in the Village of Schaumburg, County of Cook, State of Illinois which is more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Premises"); and

WHEREAS, the Assignment secures, inter alia, the payment by Assignor of that certain \$15,757,000 Promissory Note dated January 26, 2006 (the "Existing Note"); and

WHEREAS, the Assignment also secures the payment and performance by Assignor of its obligations under that certain Loan Agreement dated as of January 27, 2006 by and among Assignor and Assignee (the "Existing Loan Agreement"); and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Existing Loan Agreement; and

WHEREAS, Assignor has requested and the Assignee has agreed to (i) extend the Maturity Date of the Existing Note, (ii) change the interest rate(s) payable under the Existing Note and (iii) make certain other changes to the terms of the Loan; and

WHEREAS, in connection with such modifications, Assignor has entered into that certain Amendment to Loan Agreement (and Amendment to Certain Other Loan Documents) with the Assignee and the Assignee of even date herewith (the "Loan Agreement Amendment") pursuant to which the Existing Loan Agreement and certain other documents have been amended to (i) extend the Maturity Date of the Loan, (ii) increase the interest rate(s) payable thereunder and (iii) modify various other provisions thereof; and

WHEREAS, it is the desire of the parties hereto that the Assignment be amended to, inter alia, provide that it secures (a) the Existing Loan Agreement, as amended by the Loan Agreement Amendment, and (b) the Existing Note, as amended by the Loan Agreement Amendment.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for good and valuable consideration, receipt whereof is hereby acknowledged, it is hereby agreed as follows:

1. The Assignment is hereby amended as hereinafter set forth:

1.1 All references in the Assignment to the "Loan Agreement" are hereby amended to refer to the Existing Loan Agreement, as amended by the Loan Agreement Amendment.

1.2 All references in the Assignment to the "Note" are hereby amended to refer to the Existing Note, as amended by the Loan Agreement Amendment.

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1.3. All references in the Assignment to the "Mortgage" are hereby amended to refer to such Mortgage, as amended by that certain Amendment to Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing of even date herewith, as the same may be further amended, modified, replaced or restated from time to time.

1.4 All references in the Assignment to the "Loan Documents" are hereby amended to refer to such Loan Documents, as amended by the Loan Agreement Amendment, by this Agreement and by various other amendment agreements of even date herewith by and between the Assignor and the Assignee (singly and collectively, the "Other Amendments").

1.5 All references in the Assignment to "LaSalle Bank National Association" are hereby amended to refer to "Bank of America, N.A. (successor by merger to LaSalle Bank National Association)".

1.6 Section 2(a) of the Assignment is hereby amended by adding the following phrase to the second clause thereof, immediately after the phrase "(as defined in the Note)":

"(including, without limitation, all of Assignor's indebtedness and obligations under any interest rate swap or hedge agreement now or hereafter entered into between Assignor and Assignee or affiliate of Assignee)"

2. All references to the Assignment in any of the other Loan Documents are hereby amended to refer to the Assignment, as amended by this Agreement.

3. All of the terms and provisions of this Agreement are hereby incorporated in the Assignment and the Assignment is amended accordingly. Solely in the event that any term or condition contained in this Agreement conflicts with, or is inconsistent with, any provision of the Assignment, the terms and conditions of this Agreement shall supersede and control. In all other respects, the provisions of the Assignment shall remain in full force and effect, including, without limitation, any and all additional terms and conditions therein which are not in conflict with the provisions of this Agreement.

4. The Assignor hereby confirms that (a) all Indebtedness of the Assignor to the Assignee under the Assignment and the other Loan Documents, as amended by the Loan Agreement Amendment, by this Agreement and by the Other Amendments, is and shall continue to be secured by the Assignment and (b) the Assignment, as amended thereby and hereby, constitutes a valid first priority assignment of and first priority security interest in (i) all of the "Leases" (as defined therein), and (ii) all other items and collateral described in Section 2 of the Assignment (collectively the "Collateral"). All of the Collateral shall remain in all respects subject to the lien, charge and encumbrance of the Assignment (as so amended), and nothing contained in the Loan Agreement Amendment, this Agreement or any of the Other Amendments shall

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affect or be construed to affect the lien, charge or encumbrance of the Assignment or the priority thereof.

5. The Assignor hereby restates and repeats all of the representations, warranties and covenants of the Assignor set forth in the Assignment to the same extent as if fully set forth herein and the Assignor hereby certifies that all such representations and warranties are true and accurate as of date hereof.

6. The Assignor acknowledges and agrees that the Assignee has not waived any of its rights or powers under the Assignment or any default(s) that may now or hereafter exist thereunder and Assignor acknowledges that there does not exist (a) any offset or defense against the payment or performance of any of the indebtedness or obligations of the Assignor evidenced or secured thereby or (b) any claim, counterclaim or cause of action of any kind which may be asserted by Assignor against Assignee.

7. The Assignor shall execute, acknowledge and deliver any and all further documents reasonably requested by Assignee to evidence or confirm the agreements set forth herein.

8. In the event that any term or provision of this Agreement or any document executed in connection herewith, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement and all such other documents, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be valid and enforceable to the fullest extent permitted by law. Any such invalidity or unenforceability shall not affect in any way the validity or enforceability of the Assignment.

9. This Agreement may be executed in counterpart signature pages which, when taken together, shall constitute a single integrated instrument.

10. The Assignor and the Assignee hereby ratify, confirm and approve the Assignment, amended as set forth above, as a binding document, enforceable in accordance with its terms.

[Signatures on Following Page(s).]

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

WITNESS:

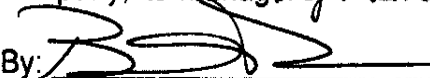
ASSIGNOR:

1000 EAST WOODFIELD ASSOCIATES, LLC,
a Delaware limited liability company

By: Alliance Real Estate Value Fund II, LLC,
a Delaware limited liability company, its
Manager

By: AVF Management, LLC,
a Colorado limited liability
company, its Managing member


Print Name: David Grisson

By: 
Name: J. BLINN DAMS
Title: VOTING MEMBER

ASSIGNEE:

BANK OF AMERICA, N.A. (successor by merger
to LaSalle Bank National Association)

Print Name: _____

By: _____
Name: _____
Title: _____

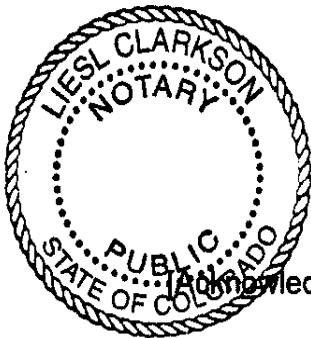
[Acknowledgements Appear On Following Page(s)]

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STATE OF COLORADO)
) SS.
COUNTY OF JEFFERSON

I, LIESL CLARKSON, a Notary Public in and for said County, in the State aforesaid, do hereby certify that J. BRUNO DAVIS, the VOTING MEMBER of AVF ^{Member} Management, LLC, a Colorado limited liability company, the Manager of Alliance Real Estate Value Fund II, LLC, a Delaware limited liability company, the Manager of 1000 East Woodfield Associates, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VOTING MEMBER, appeared before me this day in person and acknowledged that he/she signed and delivered to said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2nd day of FEBRUARY, 2010.



Liesl Clarkson
Notary Public

Acknowledgements Continue on Following Page]

My Commission Expires 02/29/2012

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

WITNESS:

ASSIGNOR:

1000 EAST WOODFIELD ASSOCIATES, LLC,
a Delaware limited liability company

By: Alliance Real Estate Value Fund II, LLC,
a Delaware limited liability company, its
Manager

By: AVF Management, LLC,
a Colorado limited liability
company, its Manager

By: _____
Name: _____
Title: _____

Print Name: _____

ASSIGNEE:

BANK OF AMERICA, N.A. (successor by merger
to LaSalle Bank National Association)

K. Kelliher
Print Name: Kristyn J. Kelliher

By: Deborah T. Jennings
Name: Deborah T. Jennings
Title: Sr. Vice President

[Acknowledgements Appear On Following Page(s)]

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EXHIBIT A LEGAL DESCRIPTION

07-14-200-037

PARCEL 1:

THAT PART OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF THE NORTH EAST 1/4 AFORESAID; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 927.60 FEET; THENCE NORTH 03 DEGREES 56 MINUTES 18 SECONDS, WEST, A DISTANCE OF 50.00 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST 710.00 FEET; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG A LINE 760.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 566.00 FEET; THENCE SOUTH 08 DEGREES 26 MINUTES 11 SECONDS WEST A DISTANCE OF 251.03 FEET; THENCE SOUTH 33 DEGREES 02 MINUTES 24 SECONDS EAST A DISTANCE OF 271.60 FEET; THENCE SOUTH 47 DEGREES 58 MINUTES 24 SECONDS EAST A DISTANCE OF 254.35 FEET; THENCE SOUTH 03 DEGREES 56 MINUTES 18 SECONDS EAST 33.45 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF WOODFIELD ROAD; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 823.19 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 AFORESAID; THENCE NORTH 03 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 50.12 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG THE NORTHERLY RIGHT OF WAY LINE OF WOODFIELD ROAD, A DISTANCE OF 924.15 FEET TO A POINT; THENCE NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 429.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST A DISTANCE OF 59.00 FEET TO A POINT; THENCE NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 481.00 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG A LINE 760 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 59.00 FEET TO A POINT; THENCE SOUTH 03 DEGREES 56 MINUTES 18 SECONDS EAST A DISTANCE OF 481.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PARCEL 3:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED AND

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SET FORTH IN DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS DATED JULY 2, 1979 BETWEEN LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED OCTOBER 24, 1978 AND KNOWN AS TRUST #100103, LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED OCTOBER 24, 1978 AND KNOWN AS TRUST #100104, AND THE FIRST NATIONAL BANK OF CHICAGO, NOT PERSONALLY, BUT AS TRUSTEE OF THE FIRST NATIONAL BANK OF CHICAGO GROUP TRUST FOR PENSION AND PROFIT SHARING TRUSTS, FUND "F", UNDER DECLARATION OF TRUST DATED DECEMBER 1, 1972, AND RECORDED OCTOBER 17, 1979 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT #25196718, OVER THE FOLLOWING DESCRIBED REAL PROPERTY:

PARCEL "A":

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF A LINE DRAWN 561.22 FEET (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF GOLF ROAD AS DESCRIBED IN DOCUMENT #10488004 WITH THE WEST LINE OF THE AFORESAID NORTHEAST 1/4; THENCE SOUTH 530.00 FEET ALONG SAID WEST LINE TO A POINT; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, 482.00 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF GOLF ROAD AFORESAID; THENCE SOUTH 14 DEGREES 43 MINUTES 48 SECONDS EAST, 112.178 FEET THENCE SOUTH 87 DEGREES 22 MINUTES 25 SECONDS EAST, 218.229 FEET; THENCE NORTH 74 DEGREES 52 MINUTES 34 SECONDS EAST, 38.33 FEET; THENCE SOUTH 79 DEGREES 22 MINUTES 49 SECONDS EAST, 162.788 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, 227.00 FEET; THENCE SOUTH 49 DEGREES 05 MINUTES 46 SECONDS EAST, 155.694 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, 175.00 FEET; THENCE NORTH 02 DEGREES 40 MINUTES 10 SECONDS EAST, 70.00 FEET; THENCE NORTHEASTERLY 617.352 FEET ALONG THE ARC OF A CIRCLE OF 500.00 FEET RADIUS, CONVEX TO THE NORTHWEST AND WHOSE CHORD BEARS NORTH 34 DEGREES 37 MINUTES 34 SECONDS EAST TO A POINT OF TANGENCY, SAID POINT OF TANGENCY BEING 771.913 FEET WESTERLY OF THE EAST LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 14 (AS MEASURED ALONG A LINE DRAWN 56.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTHERN TERMINUS AND WESTERLY EXTENSION THEREOF OF MEACHAM ROAD AS DESCRIBED PER COURT CASE # 03-"L"-13469, IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP AND RANGE AFORESAID); THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS WEST, 171.24 FEET ALONG THE AFORESAID WESTERLY EXTENSION OF THE SOUTHERN TERMINUS OF MEACHAM ROAD; THENCE NORTH 2 DEGREES 40 MINUTES 10 SECONDS WEST, 66.072 FEET; THENCE NORTHWESTERLY 84.054 FEET ALONG THE ARC OF A CIRCLE OF 84.00 FEET RADIUS, CONVEX TO THE SOUTHWEST AND WHOSE CHORD BEARS NORTH 61 DEGREES 20 MINUTES 11 SECONDS WEST, TO A POINT OF TANGENCY; THENCE NORTH 32 DEGREES 40 MINUTES 10 SECONDS WEST, 256.717 FEET ALONG A LINE TANGENT TO THE LAST DESCRIBED ARC TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 157.079 FEET ALONG THE ARC OF A CIRCLE OF 150.00 FEET RADIUS, WHICH ARC IS TANGENT TO THE AFORESAID 561.22 FEET PARALLEL LINE AT A POINT 1404.175 FEET (AS MEASURED ALONG SAID PARALLEL LINE), EASTERLY OF THE POINT OF BEGINNING, CONVEX TO THE NORTHEAST AND HAS A CHORD BEARING OF NORTH 62 DEGREES 40 MINUTES 10 SECONDS WEST, TO SAID PARALLEL LINE; THENCE SOUTH 87 DEGREES 19 MINUTES 50 SECONDS WEST, 1404.175 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING, (EXCEPTING THAT PART OF THE AFORESAID PARCEL FALLING WITHIN DEDICATED STREETS AND HIGHWAYS AS SHOWN ON DOCUMENT # 22935012 RECORDED DECEMBER 16, 1974) IN COOK COUNTY, ILLINOIS;

PARCEL "B":

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THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SAID NORTHEAST 1/4 OF SECTION 14 WITH A LINE BEING 561.22 FEET (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF GOLF ROAD, PER DOCUMENT # 10488004; THENCE SOUTH ALONG THE WEST LINE OF THE SAID NORTHEAST 1/4, A DISTANCE OF 530.00 FEET TO THE POINT OF BEGINNING; THENCE EASTWARD ALONG A LINE BEING PARALLEL WITH THE SOUTH LINE OF GOLF ROAD AFORESAID, NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, A DISTANCE OF 482.00 FEET; THENCE SOUTH 14 DEGREES 43 MINUTES 19 SECONDS EAST, A DISTANCE OF 112.178 FEET; THENCE SOUTH 87 DEGREES 22 MINUTES 25 SECONDS EAST, A DISTANCE OF 218.229 FEET; THENCE NORTH 74 DEGREES 52 MINUTES 34 SECONDS EAST, A DISTANCE OF 38.33 FEET; THENCE SOUTH 79 DEGREES 22 MINUTES 49 SECONDS EAST, A DISTANCE OF 162.788 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, A DISTANCE OF 227.00 FEET; THENCE SOUTH 49 DEGREES 05 MINUTES 46 SECONDS EAST, A DISTANCE OF 97.198 FEET; THENCE SOUTH 62 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 54.06 FEET; THENCE SOUTH 37 DEGREES 44 MINUTES 07 SECONDS EAST, A DISTANCE OF 95.78 FEET; THENCE SOUTH 64 DEGREES 50 MINUTES 51 SECONDS EAST, A DISTANCE OF 127.53 FEET; THENCE SOUTH 23 DEGREES 37 MINUTES 15 SECONDS EAST, A DISTANCE OF 244.51 FEET; THENCE SOUTH 8 DEGREES 26 MINUTES 11 SECONDS WEST, A DISTANCE OF 334.05 FEET; THENCE SOUTH 33 DEGREES 02 MINUTES 24 SECONDS EAST, A DISTANCE OF 278.64 FEET; THENCE SOUTH 17 DEGREES 58 MINUTES 24 SECONDS EAST, A DISTANCE OF 254.55 FEET; THENCE SOUTH 03 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 83.45 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE WESTWARD ALONG THE SAID SOUTH LINE, SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST, A DISTANCE OF 1751.19 FEET TO THE SOUTHWEST CORNER OF THE SAID NORTHEAST 1/4 OF SECTION 14; THENCE NORTH ALONG THE WEST LINE OF THE SAID NORTHEAST 1/4, A DISTANCE OF 1486.043 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART OF THE SAID PARCEL DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 AFORESAID; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 927.60 FEET; THENCE NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST 50.00 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST 710.00 FEET; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG A LINE 760.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST 1/4, 566.00 FEET; THENCE SOUTH 8 DEGREES 26 MINUTES 11 SECONDS WEST 256.03 FEET; THENCE SOUTH 33 DEGREES 02 MINUTES 24 SECONDS EAST 278.64 FEET; THENCE SOUTH 17 DEGREES 58 MINUTES 24 SECONDS EAST 254.55 FEET; THENCE SOUTH 03 DEGREES 56 MINUTES 18 SECONDS EAST 83.45 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF WOODFIELD ROAD; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 823.58 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

AND ALSO THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 AFORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 50.12 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WOODFIELD ROAD, A DISTANCE OF 924.16 FEET TO A POINT; THENCE

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NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 229.00 FEET TO A POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST A DISTANCE OF 59.00 FEET TO A POINT; THENCE NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 481.00 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST A DISTANCE OF 59.00 FEET TO A POINT; THENCE SOUTH 03 DEGREES 56 MINUTES 18 SECONDS EAST A DISTANCE OF 481.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL "C":

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID NORTHEAST 1/4 OF SECTION 14; THENCE EASTWARD ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4, NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST, A DISTANCE OF 1751.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 229.00 FEET; THENCE NORTH 47 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 254.55 FEET; THENCE NORTH 33 DEGREES 02 MINUTES 24 SECONDS WEST, A DISTANCE OF 278.64 FEET; THENCE NORTH 8 DEGREES 26 MINUTES 11 SECONDS EAST, A DISTANCE OF 334.05 FEET; THENCE NORTH 23 DEGREES 37 MINUTES 15 SECONDS WEST, A DISTANCE OF 244.51 FEET; THENCE NORTH 64 DEGREES 50 MINUTES 51 SECONDS WEST, A DISTANCE OF 127.53 FEET; THENCE NORTH 37 DEGREES 44 MINUTES 07 SECONDS WEST, A DISTANCE OF 95.78 FEET; THENCE NORTH 62 DEGREES 27 MINUTES 08 SECONDS EAST, A DISTANCE OF 54.06 FEET; THENCE SOUTH 49 DEGREES 05 MINUTES 46 SECONDS EAST, A DISTANCE OF 58.496 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, A DISTANCE OF 175.00 FEET; THENCE SOUTH 5 DEGREES 02 MINUTES 21 SECONDS EAST, A DISTANCE OF 298.79 FEET; THENCE SOUTH 10 DEGREES 25 MINUTES 51 SECONDS EAST, A DISTANCE OF 447.39 FEET; THENCE SOUTH 42 DEGREES 49 MINUTES 50 SECONDS EAST, A DISTANCE OF 502.73 FEET TO A POINT ON THE NORTHEASTLY LINE OF WOODFIELD ROAD AS DEDICATED AS DOCUMENT NUMBER 22935012; THENCE SOUTH 03 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF SECTION 14; THENCE WESTWARD ALONG THE SAID SOUTH LINE, SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART DEDICATED FOR ROAD PURPOSES BY PLAT OF DEDICATION FOR PUBLIC STREET DATED JULY 9, 1974 AND RECORDED DECEMBER 16, 1974 AS DOCUMENT NUMBER 22935012, ALL IN COOK COUNTY, ILLINOIS

PARCEL "D":

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF A LINE DRAWN 561.22 FEET (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF GOLF ROAD AS DESCRIBED IN DOCUMENT NUMBER 10488004 WITH THE WEST LINE OF THE AFORESAID NORTHEAST 1/4; THENCE SOUTH 530.00 FEET ALONG SAID WEST LINE TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST 482.00 FEET ALONG A LINE PARALLEL WITH THE SOUTH LINE OF GOLF ROAD AFORESAID; THENCE SOUTH 14 DEGREES 43 MINUTES 48 SECONDS EAST 112.178 FEET; THENCE SOUTH 87 DEGREES 22 MINUTES 25 SECONDS EAST, 218.229 FEET; THENCE NORTH 74 DEGREES 52 MINUTES 34 SECONDS EAST 38.33 FEET; THENCE SOUTH 79 DEGREES 22 MINUTES 49 SECONDS EAST, 162.788 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST 227.00 FEET; THENCE SOUTH 49 DEGREES 05 MINUTES 46 SECONDS EAST 155.694 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST 175.00 FEET; THENCE

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NORTH 02 DEGREES 40 MINUTES 10 SECONDS EAST 70.00 FEET; THENCE NORTHEASTERLY 617.352 FEET ALONG THE ARC OF A CIRCLE OF 500.00 FEET RADIUS, CONVEX TO THE NORTHWEST AND WHOSE CHORD BEARS NORTH 54 DEGREES 37 MINUTES 34 SECONDS EAST TO A POINT OF TANGENCY, SAID POINT OF TANGENCY BEING 771.913 FEET WESTERLY OF THE EAST LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 14 (AS MEASURED ALONG A LINE DRAWN 66.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTHERN TERMINUS AND THE WESTERLY EXTENSION THEREOF OF BEACHAM ROAD AS DESCRIBED PER COURT CASE # 68-"L"-13469 IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP AND RANGE AFORESAID); THENCE NORTH 89 DEGREES 59 MINUTES 52 SECONDS EAST 771.913 FEET ALONG SAID EXTENSION TO THE EAST LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 14; THENCE SOUTH 0 DEGREES 04 MINUTES 02 SECONDS EAST 1506.436 FEET ALONG SAID EAST LINE OF THE NORTHEAST 1/4 TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST 2699.57 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 1486.043 FEET ALONG THE WEST LINE OF SAID NORTHEAST 1/4 TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THOSE PARTS OF THE FOREGOING PARCEL DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SAID NORTHEAST 1/4 OF SECTION 14 WITH A LINE BEING 561.22 FEET (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF GOLF ROAD PER DOCUMENT #10488004; THENCE SOUTH ALONG THE WEST LINE OF THE SAID NORTHEAST 1/4, A DISTANCE OF 530.00 FEET TO THE POINT OF BEGINNING; THENCE EASTWARD ALONG A LINE BEING PARALLEL WITH THE SOUTH LINE OF GOLF ROAD AFORESAID, NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, A DISTANCE OF 482.00 FEET; THENCE SOUTH 14 DEGREES 43 MINUTES 48 SECONDS EAST, A DISTANCE OF 112.178 FEET; THENCE SOUTH 87 DEGREES 22 MINUTES 25 SECONDS EAST, A DISTANCE OF 218.229 FEET; THENCE NORTH 74 DEGREES 52 MINUTES 31 SECONDS EAST, A DISTANCE OF 38.33 FEET; THENCE SOUTH 79 DEGREES 22 MINUTES 49 SECONDS EAST, A DISTANCE OF 162.788 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, A DISTANCE OF 227.00 FEET; THENCE SOUTH 49 DEGREES 05 MINUTES 46 SECONDS EAST, A DISTANCE OF 97.198 FEET; THENCE SOUTH 52 DEGREES 27 MINUTES 08 SECONDS WEST, A DISTANCE OF 54.06 FEET; THENCE SOUTH 37 DEGREES 44 MINUTES 07 SECONDS EAST, A DISTANCE OF 95.71 FEET; THENCE SOUTH 64 DEGREES 50 MINUTES 51 SECONDS EAST, A DISTANCE OF 127.53 FEET; THENCE SOUTH 23 DEGREES 37 MINUTES 15 SECONDS EAST, A DISTANCE OF 244.51 FEET; THENCE SOUTH 8 DEGREES 26 MINUTES 11 SECONDS WEST, A DISTANCE OF 334.05 FEET; THENCE SOUTH 33 DEGREES 02 MINUTES 24 SECONDS EAST, A DISTANCE OF 278.64 FEET; THENCE SOUTH 47 DEGREES 58 MINUTES 24 SECONDS EAST, A DISTANCE OF 254.55 FEET; THENCE SOUTH 03 DEGREES 50 MINUTES 18 SECONDS EAST, A DISTANCE OF 83.45 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE WESTWARD ALONG THE SAID SOUTH LINE, SOUTH 03 DEGREES 03 MINUTES 42 SECONDS WEST, A DISTANCE OF 1751.19 FEET TO THE SOUTHWEST CORNER OF THE SAID NORTHEAST 1/4 OF SECTION 14; THENCE NORTH ALONG THE WEST LINE OF THE SAID NORTHEAST 1/4, A DISTANCE OF 1486.043 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

AND ALSO EXCEPT THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID NORTHEAST 1/4 OF SECTION 14; THENCE EASTWARD ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4 NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST, A DISTANCE OF 1751.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 83.45 FEET; THENCE NORTH 47 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 254.55 FEET; THENCE NORTH 33 DEGREES 02 MINUTES 24 SECONDS WEST, A DISTANCE OF 278.64 FEET; THENCE NORTH 8 DEGREES 26 MINUTES 11 SECONDS EAST, A DISTANCE OF 334.05 FEET; THENCE NORTH 23 DEGREES 37 MINUTES 15 SECONDS WEST, A DISTANCE OF 244.51 FEET; THENCE NORTH 64 DEGREES 50 MINUTES 51 SECONDS WEST, A

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DISTANCE OF 127.53 FEET; THENCE NORTH 37 DEGREES 44 MINUTES 07 SECONDS WEST, A DISTANCE OF 95.78 FEET; THENCE NORTH 6 DEGREES 27 MINUTES 08 SECONDS EAST, A DISTANCE OF 54.06 FEET; THENCE SOUTH 49 DEGREES 05 MINUTES 46 SECONDS EAST, A DISTANCE OF 59.496 FEET; THENCE NORTH 87 DEGREES 19 MINUTES 50 SECONDS EAST, A DISTANCE OF 175.00 FEET; THENCE SOUTH 5 DEGREES 02 MINUTES 21 SECONDS EAST, A DISTANCE OF 298.79 FEET; THENCE SOUTH 10 DEGREES 25 MINUTES 51 SECONDS EAST, A DISTANCE OF 447.39 FEET; THENCE SOUTH 42 DEGREES 49 MINUTES 50 SECONDS EAST, A DISTANCE OF 502.73 FEET TO A POINT ON THE NORTHERLY LINE OF WOODFIELD ROAD AS DEDICATED AS DOCUMENT # 22935012; THENCE SOUTH 83 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 14; THENCE WESTWARD ALONG SAID SOUTH LINE, SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART DEDICATED FOR ROAD PURPOSES BY PLAT OF DEDICATION FOR PUBLIC STREET DATED JULY 9, 1974 AND RECORDED DECEMBER 16, 1974 AS DOCUMENT 22935012, ALL IN COOK COUNTY, ILLINOIS

PARCEL 4:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED AND SET FORTH IN EASEMENT GRANT DATED JULY 3, 1980 BETWEEN LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 24, 1978 AND KNOWN AS TRUST NUMBER 100103, GRANTOR, AND LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 24, 1978 AND KNOWN AS TRUST NUMBER 100104, GRANTEE, AND RECORDED JULY 14, 1980 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 25513407 FOR PARKING OF MOTOR VEHICLES AND FOR ACCESS AND INGRESS OVER THE FOLLOWING DESCRIBED REAL PROPERTY:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 11 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 50.12 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WOODFIELD ROAD, AND ITS WESTERLY EXTENSION THEREOF, A DISTANCE OF 924.16 FEET TO A POINT; THENCE NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 229.00 FEET TO A POINT; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST A DISTANCE OF 59.00 FEET TO A POINT; THENCE NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUING NORTH 03 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 72.00 FEET TO A POINT; THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 72.00 FEET TO A POINT; THENCE SOUTH 03 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 72.00 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST A DISTANCE OF 72.00 FEET TO THE HEREIN ABOVE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS