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**AMENDED AND RESTATED**  
**EASEMENTS**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**

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Chatham, Chicago, IL ECCR  
Wal-Mart Store #5781-00  
Lowe's Store #2301

## AMENDED AND RESTATED EASEMENTS COVENANTS, CONDITIONS AND RESTRICTIONS

THESE AMENDED AND RESTATED EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as "ECCR"), are made and entered into as of the date of the last execution hereof, which date is the 7<sup>th</sup> day of March, 2011 (the "Effective Date"), by and among W2005 CMK REALTY, L.L.C., a Delaware limited liability company ("Developer"), LOWE'S HOME CENTERS, INC., a North Carolina corporation ("Lowe's") and Wal-Mart Real Estate Business Trust, a Delaware statutory trust ("Wal-Mart") (the foregoing are each a "Party" and are collectively the "Parties"). This ECCR amends and restates the Easements Covenants, Conditions and Restrictions dated January 5, 2007, recorded as Document #070051564, Cook County Recorder of Deeds on January 5, 2007 ("Existing ECCR"). Upon recording of this ECCR, the Existing ECCR shall terminate and be of no further force and effect.

### WITNESSETH:

A. Lowe's is the owner of that certain tract of real property consisting of approximately 11.54 acres located in Cook County, State of Illinois as more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Lowe's Parcel"); and

B. Wal-Mart is the owner of that certain tract of real property consisting of approximately 13.497 acres located in Cook County, State of Illinois as more particularly described on Exhibit A-1 attached hereto and made a part hereof for all purposes (the "Wal-Mart Parcel")

C. Developer is the owner of certain tracts of real property located in Cook County, State of Illinois, located contiguous with and adjacent to the Lowe's Parcel and the Wal-Mart Parcel, which are more particularly described in Exhibit B attached hereto and made a part hereof for all purposes (the "Developer Parcels"); and

D. The Lowe's Parcel, the Wal-Mart Parcel and the Developer Parcels are further designated on the site plan of the overall shopping center development, attached hereto and made a part hereof as Exhibit C (the "Site Plan").

NOW, THEREFORE, Developer, Wal-Mart and Lowe's hereby declare, agree, covenant and consent that all of the real property described on Exhibit A, Exhibit A-1 and Exhibit B shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are imposed on all such real property, to run with the real property and be binding on and inure to the benefit of all parties having any right, title or interest in the described Parcels or any part thereof, their heirs, successors and assigns, for the purpose of development and operation of the respective Parcels of Lowe's, Wal-Mart and Developer in an integrated shopping center and to protect the value of such respective Parcels. Further, in consideration of the premises, the agreements and the covenants of the Parties hereto, the mutual benefits and advantages accruing to them, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE I BASIC DEFINITIONS

In addition to the definition in other parts of this ECCR, the following terms have the meanings set forth below.

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**Section 1.1** "Anchor" means any Owner (as defined herein) of a Parcel (as defined herein) which operates no less than 45,000 square feet of floor area on its Parcel and which operates no less than 50 stores or facilities on a national basis of a similar or larger size under the same tradename and recognized prototype of a retail store.

**Section 1.2** "Anchor Parcel" means a Parcel owned and operated by an Anchor.

**Section 1.3** "Building" means any permanently enclosed structure which has been, will be or may be placed, constructed or located on a Parcel within an Owner's Permissible Building Area, (as defined herein), for those Parcels for which a Permissible Building Area is designated on the Site Plan, or placed, constructed or located anywhere on a Parcel for Parcels 12 through 15, as shown on the Site Plan, for which no Permissible Building Area is designated. For the purpose of this ECCR, a "Building" shall include any appurtenant canopies, supports, loading docks, truck ramps, sidewalks and other outward extensions and the garden center on the Lowe's Tract (whether under roof or not), but such term does not include Common Area Improvements (as defined herein).

**Section 1.4** "Common Area" means all areas of the Parcels owned by the Parties for the common use and enjoyment of the Owners, including non-dedicated streets that are outside the Permissible Building Areas, that are subject to this ECCR. The garden centers on the Wal-Mart Parcel and Lowe's Parcel, whether under roof or not, are not part of the Common Area. Without limiting the foregoing, Lots 16, 17, 18 and 19 are all part of the Common Areas.

**Section 1.5** "Common Area Improvements" means all improvements which will be or may be constructed on a Parcel under the terms of this ECCR within the Common Areas of the Shopping Center, being those areas for the common enjoyment and use of all Owners, their successors, assigns, occupants and permittees such as access and egress drives, service drives, lighting standards, and all other improvements which would be part of the "Common Area" under the above definition, and all improvements constructed from time to time in replacement of the same or in such redesign or reconfiguration of the same as may be agreed to by both of the Consenting Parties, however, Common Area Improvements specifically excludes those areas on which a Building is constructed.

**Section 1.6** "Common Utility Facilities" means utility systems and facilities from time to time situated on or serving the Shopping Center, up to the building wall of any Building, for use or service in common by more than one Owner or for the service of the Common Area, such as the following: storm drainage, detention ponds, retention, detention and disposal facilities and sanitary sewer systems, manholes, underground domestic and fire protection water systems, underground natural gas systems, underground electric power cables and systems, underground telephone and television cables and systems, and all other utility systems and facilities for such common use or service including, without limitation, those installed under the provisions of this ECCR and as replacements thereto.

**Section 1.7** "Consenting Party" means the Owner of the Lowe's Parcel, the Owner of the Wal-Mart Parcel and the Owner of the Developer Parcels. There shall be only three (3) Consenting Parties for the Shopping Center consisting of only one Consenting Party representing all the Developer Parcels, only one Consenting Party representing the Wal-Mart Parcel and only one Consenting Party representing the Lowe's Parcel. In the event that the Lowe's Parcel, Wal-Mart Parcel or the Developer Parcels are further subdivided or if Developer transfers any of the Developer Parcels, the current Consenting Party shall designate the particular parcel of the subdivided Parcel whose Owner shall succeed as the Consenting Party. Notwithstanding the foregoing, Developer acknowledges and agrees that Developer (or its affiliates) must own not less than seven (7) acres of the Developer Parcels to remain a Consenting Party. In the event Developer has transferred its fee ownership interest in the Developer Parcels to any non-affiliate so that Developer (or its affiliates) no longer own at least seven (7) acres of the Developer Parcel, Developer shall cease to be a Consenting Party and thereafter there shall only be two (2) Consenting Parties for the Shopping Center.

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**Section 1.8** "Default Rate" means the rate of interest that is the lesser of (i) a per annum rate equal to two percent (2%) in excess of the prime rate announced from time to time by the *Wall Street Journal*, and (ii) the maximum rate allowed by applicable Laws (as defined herein).

**Section 1.9** "Improvements" means Buildings and the Common Area Improvements on a Parcel.

**Section 1.10** "National Retailer" mean any Owner of a Parcel which operates no less than 6,000 square feet of floor area on its Parcel and which operates no less than 40 stores or facilities on a national basis of a similar size under the same tradename and recognized prototype of a retail store.

**Section 1.11** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Parcel which is a part of the Shopping Center, but excluding those persons or entities having such interest merely as security for the performance of any obligation. An Owner may, on notice to the Consenting Parties, assign its rights as an Owner under this Agreement to a ground lessee (and such ground lessee shall be considered an Owner for purposes of such rights and obligations of the Parcel, but such assignment shall not release such fee Owner of its obligations under this Agreement, which obligations are binding on the ground lessee and the fee Owner of such Parcel.

**Section 1.12** "Parcel" shall mean and refer to those parcels of land shown on the Site Plan as parcels, being Lots 1 through 18 thereon. "Outparcel" shall mean and refer to each and every parcel of land identified as Lots 1 through 6, inclusive, on the Site Plan. Every Outparcel shall be a Parcel from the date of recording of a subdivision map showing the Outparcel, so that all references herein to Parcels shall apply with equal force to Outparcels; however, references to Outparcels shall be specific to Outparcels as herein defined.

**Section 1.13** "Permissible Building Area", means an area on a Parcel designated as such on the Site Plan within which a Building or structure of a certain size and height may be constructed as hereinafter more fully provided and within which a garden center attached to a Building (whether under roof or not) may be constructed. For any Parcel on which a Permissible Building Area is designated on the Site Plan, no Building or structure (other than Common Area Improvements) shall be erected or maintained outside of a Permissible Building Area without the written consent of the Consenting Parties, which consent the Consenting Parties will not unreasonably withhold or delay (however, it shall not be unreasonable to withhold consent if such requested change blocks the site lines or affects the traffic flow of other Parcels.) For Parcels 9 and 12 through 15, there is no specific Permissible Building Area, and Buildings may be located anywhere on such Parcels, subject only to setbacks and limitations required by Laws.

**Section 1.14** "PD" means Ordinance Number 966 adopted by the City of Chicago, Illinois on September 29, 2004, providing for a business planned development.

**Section 1.15** "Shopping Center" means the Lowe's Parcel, the Wal-Mart Parcel and the Developer Parcels as shown on the Site Plan, located in the City of Chicago, County of Cook, State of Illinois.

**Section 1.16** "Separate Utility Facilities" means any of the following not installed for use in common by more than one Owner nor for service of the Common Area: storm drainage facilities and sanitary sewer systems (including, without limitation, underground storm and sanitary sewer systems), underground domestic and fire protection water systems, underground natural gas systems, underground electric power, cables and systems, underground telephone and television cables and systems, and all other utility systems and facilities reasonably necessary for the use or service of any Improvement (as defined herein) situated on any Parcel.

## ARTICLE II

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## EASEMENTS

**Section 2.1** Definitions and Documentation. For the purposes of this Article II, the following will apply:

(a) An Owner granting an easement is called the "Grantor", it being intended that the grant shall thereby bind and include not only such Owner but also its successors and assigns.

(b) An Owner to whom the easement is granted is called the "Grantee", it being intended that the grant shall benefit and include not only such Owner but its successors, assigns, occupants and permittees; although not for the direct benefit of permittees, the Grantee may permit from time to time its occupants and permittees to use such easements; provided, however, that no such permission nor the division of the dominant estate shall permit or result in a use of the easement in excess of the use contemplated at the date of the creation of such easement.

(c) The word "in" with respect to an easement granted "in" a particular Parcel means, as the context may require, "in", "to", "on", "over", "through", "upon", "across", and "under", or any one or more of the foregoing.

(d) All easements granted herein are non-exclusive and are irrevocable and perpetual.

(e) All easements granted herein shall be easements appurtenant and not easements in gross.

(f) In the event an Owner transfers or conveys a portion of its Parcel in accordance with the terms of this ECCR, those easements granted under this Article II which benefit, bind, and burden the remainder of the Parcel not transferred or conveyed shall benefit, bind, and burden the portion of the Parcel so transferred or conveyed, and those easements granted under this Article II which benefit, bind, and burden the portion so transferred or conveyed shall benefit, bind, and burden the remainder of the Parcel of which it was a part.

(g) All easements granted hereunder and herein shall exist by virtue of this ECCR, without the necessity of confirmation by any other document. Likewise, upon the termination of any easement (in whole or in part) or its release in respect of all or any part of any Parcel, in accordance with the terms hereof, the same shall be deemed to have been terminated or released without the necessity of confirmation by any other document. However, upon the request of an Owner, the other Owners will sign and acknowledge a document memorializing the existence (including the location and any conditions), or the termination (in whole or in part), or the release (in whole or in part), as the case may be, of any easement, if the form and substance of the document is approved by the other Owners such consent not to be unreasonably withheld, conditioned or delayed. No grant of an easement pursuant to this Article II shall impose any greater obligation on any Owner to construct or maintain its Building(s) except as expressly provided in this ECCR.

**Section 2.2** Easements for Use of Common Area. Each Owner of Parcels 1, 2, 3, 7, 8, 9 and 17 (the "Eastern Parcels") hereby grants to each of the other Owners of the Eastern Parcels, and each Owner of Parcels 4, 5, 6, 10, 11, 12, 13, 14, 15, 16, and 18 (the "Western Parcels") hereby grants to each of the other owners of the Western Parcels, easements in the Common Area on its (Grantor's) Parcel for the following:

(a) ingress to and egress from the applicable Grantee's Parcel;

(b) the passage of vehicles over those areas of the Common Areas shown on the Site Plan on the Grantor's Parcel (provided, however, the Owner of the Lowe's Parcel, the Owner of the

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Wal-Mart Parcel and the Owner of an Anchor Parcel may conduct parking lot sales, and/or other business, and/or display merchandise in that portion of the Common Areas directly in front of any Building thereon in areas which are referred to in this ECCR as "Outside Sales Areas" so long as the foregoing does not interfere with ingress and egress and is kept in a neat and orderly manner. Restaurants operated on Outparcels, Parcels 12 through 15, the Lowe's Parcel, the Wal-Mart Parcel or an Anchor Parcel on the Shopping Center may have a seasonal outdoor seating area within its Permissible Building Area, provided the same does not interfere with ingress and egress and is not in violation of any applicable law, ordinance, code, or regulation, including without limitation the PD (collectively, the "Laws"). A drive through service area is permitted on an Outparcel, the Wal-Mart Parcel, Lowe's Parcel, an Anchor Parcel or Parcels 12 through 15 in connection with the business operated on such Parcel, provided the drive through area and all stacking must be entirely on the Parcel, with stacking for no less than five cars (or such greater stacking requirements as required by Laws), and such drive through area may not impede or interfere with ingress and egress. Furthermore, notwithstanding anything herein to the contrary, the Owner of the Lowe's Parcel, the Owner of the Wal-Mart Parcel and the Owner of the Anchor Parcel shall have the right, but not the obligation, to install and maintain a bank teller machine or similar kiosk type structure in its parking areas and the Owner of a Parcel on which a bank is located has the right, but not the obligation, to install and maintain a bank teller machine or similar kiosk type structure in the Permissible Building Area on its Parcel, in each case, if allowed under applicable zoning);

(c) the passage and accommodation of pedestrians (it is acknowledged sidewalks immediately adjacent to an Owner's building are not Common Areas, however, the Owner of a Parcel may display merchandise or conduct sidewalk sales and other business on its sidewalks, which, if done, must not obstruct pedestrian passage and the area must be kept in a neat and clean condition. Otherwise sidewalk displays or sales are prohibited without the consent of the Consenting Parties. Any Owner may enclose and/or redesign its sidewalk areas without the need of obtaining any other Owner's consent); and

(d) the doing of such other things as are authorized or required to be done on the Common Area under this ECCR;

Provided, however, that such easements are limited to such portions of the Common Area of the Grantor's Parcel as are now or hereafter from time to time set aside or intended to be set aside, maintained and authorized for such use under this ECCR.

Provided further that the Owners hereby specifically disclaim any intention to create any reciprocal parking easements between or among the Parcels, and this ECCR does not create or grant any cross parking rights or easements between or among the Lowe's Parcel, the Wal-Mart Parcel and the Developer Parcels. Notwithstanding the foregoing, and provided each Parcel maintains the applicable parking ratio required under Section 4.3 herein, Developer reserves the right to grant reciprocal cross parking easements among Outparcels 1 through 3 and among Outparcels 4 through 6, or between Parcels 7 and 8, but such cross-parking easements shall not burden or benefit the Lowe's Parcel or the Wal-Mart Parcel. In no event may any employee, agent, customer, contractor, or invitee of any of the Developer Parcels park on or use any parking space on the Lowe's Parcel or the Wal-Mart Parcel.

Enjoyment and use of the Common Area easements granted by this Section 2.2 shall commence on the date the Common Area Improvements with respect to the Common Area in question are substantially completed.

Each Owner hereby reserves the right to eject from the Common Area on its Parcel any person not authorized to use the same. In addition, each Owner reserves the right to close off the Common Area of its Parcel, or portions thereof, for such reasonable periods of time as may be legally necessary in the reasonable opinion of its attorneys to prevent the acquisition of prescriptive rights by anyone. Before closing off any part of the Common Areas as provided above, such Owner must give at least 30 days advance written notice to the Consenting Parties of its intention to do so and must

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coordinate such temporary closing with the activities of the other Owners so that no unreasonable interference with the operation of the Shopping Center occurs.

The easements provided for in this Section 2.2 are subject to the rights to use and the restrictions on use of the Common Area provided for in this ECCR. No changes shall be made in the Common Area or in the location, configuration or design of Common Area Improvements without the consent of the Consenting Parties, such consent not to be unreasonably withheld or delayed, and except as otherwise herein provided.

**Section 2.3 Easements for Access Roads.** Each Owner hereby grants to the other Owners easements for pedestrian and vehicular traffic in those strips of land (not less than the widths therefor shown on the Site Plan) on its (Grantor's) Parcel which are shown on Site Plan as shaded or cross hatched roadways (hereinafter collectively referred to as the "Access Roads") for the purpose of providing ingress to and egress from the Grantee's Parcel and each of 83rd Street, Holland Drive, and Stewart Avenue, together with the rights and subject to the restrictions and reservations described below. In addition, until such date as Holland Road and West 85th Street, which Developer has dedicated on the plat of the Chatham Market Subdivision (the "Plat") to the City of Chicago, are accepted by the City of Chicago and become public streets, the easements for Access Roads includes the areas on which Holland Road and West 85th Street will be constructed.

(a) The use of the Access Road easements by any person entitled to the use thereof shall be in common with all other such persons. The Access Road easements and the land upon which they are located shall be considered in all respects part of the Common Area, and the improvements thereon shall be considered in all respects part of the Common Area Improvements;

(b) As further provided in Section 2.9 herein, Grantors of the Access Road easements agree not to obstruct or interfere in any way with the free flow of pedestrian and vehicular traffic over the roadways which comprise the Access Road, except to the extent necessary for reasonable repair and maintenance, traffic regulation and control, and to prevent a dedication thereof or the accrual of any prescriptive rights to any person therein; and

(c) Neither the access and egress points nor the location of the Access Roads as shown on the Site Plan shall be changed without the written permission of the Consenting Parties, which consent shall not be unreasonably withheld, delayed, or conditioned.

(d) The Access Roads may be maintained by the Operator (as described herein) or may be maintained by the Owner of the Parcel on which such Access Road, or portion thereof, is located.

**Section 2.4 Easements for Utility Facilities.** Each Owner hereby grants to the other Owners perpetual easements to its (Grantor's) Parcel, except within such Owner's Permissible Building Area, as shown on the Site Plan, for the installation, use, operation, maintenance, repair, replacement, relocation and removal of Common Utility Facilities and Separate Utility Facilities serving the Parcel of the Grantee.

All Separate Utility Facilities installed in the Common Area, whether installed under this Section 2.4 or otherwise, and all Common Utility Facilities, shall be underground, except for fire hydrants and other above ground facilities required by Law or other plans approved by the Consenting Parties (such consent not to be unreasonably withheld, conditioned or delayed), and the location of the Separate Utility Facilities shall be located outside the Permissible Building Areas and subject to the reasonable approval of the Owner across whose Parcel the same are to be located.

Except as otherwise provided herein, the Grantee of any easement for Separate Utility Facilities under this Section 2.4 shall be responsible, as between such Grantee and the Grantor, for the installation, maintenance, repair, replacement, relocation and removal at Grantee's cost of all Separate Utility Facilities installed by the Grantee pursuant to the easement grant, as well as for all Separate Utility

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Facilities installed by the Grantee on its own Parcel. Any such installation, maintenance, repair, replacement, relocation and removal of Separate Utility Facilities shall be performed by Grantee only after thirty (30) days advance notice to Grantor of Grantee's intention to do such work. However, in the case of an emergency (whereby either persons or property are in immediate danger of substantial damages and/or harm), any such work may be immediately performed after giving such advance notice to Grantor as is practicable and reasonable under the circumstances. In addition, the Parties agree that all such installation, maintenance, repair, replacement, relocation and removal shall be performed in a manner that causes as little disturbance to Grantor as may be practicable under the circumstances and any and all portions of the surface area of Grantor's Parcel which may have been excavated, damaged or otherwise disturbed as a result of such work shall be restored, at the sole cost and expense of Grantee, to essentially the same condition as existed prior to the commencement of any such work. No such work or restoration, except emergency repair work or work mandated by a governmental authority or except for installation of the initial improvements for the Shopping Center, shall be carried on during the period from October 14th through the next succeeding January 15th, or on any weekends without the prior written consent of the Grantor of such Separate Utility Facility, in its discretion; provided, however, the Owners shall coordinate with each other to the extent of initial construction of a Separate Utility Facility with initial improvements on a Parcel. Notwithstanding the foregoing, if the store on the Lowe's Parcel or the Wal-Mart Parcel have been constructed and opened, another Owner may only install Separate Utility Facilities on the Lowe's Parcel or the Wal-Mart Parcel during the period from October 14th through the succeeding January 15th with the prior consent of Lowe's or Wal-Mart, as the case may be, such consent not to be unreasonably withheld.

The Grantee shall defend, indemnify and hold Grantor harmless from and against any and all liens, losses, liabilities, costs or expenses (including reasonable attorney's fees), incurred in connection with Grantee's use of the Separate Utility Facilities easements under this Section 2.4, except to the extent occasioned by Grantor's negligent or wrongful act or omission to act.

The Grantor of any easement for Separate Utility Facilities under this Section 2.4 may use the utility facilities installed pursuant to such easement; provided, however, that any increase in costs incurred in order to make such utility facilities adequate to serve Grantor's additional use shall be borne by such Grantor; and provided, further, that Grantor gives written notice within the time period called for under subparagraph (a) and otherwise complies with the requirements of subparagraphs (b), (c) and (d) of the following paragraph of this Section 2.4.

Subject to the limitations set forth above, the Grantor of any easement under this Section 2.4 may relocate on its Parcel any Separate Utility Facilities or Common Utility Facilities installed thereon under any easement granted by it; provided, however, that such relocation:

(a) may be performed only after Grantor has given Grantee thirty (30) days' written notice of its intention to relocate such facilities;

(b) shall not interfere with or diminish the utility services to the Grantee (however, temporary interferences with and diminutions in utility services shall be permitted if they occur during the non-business hours of the Grantee, and Grantee has been so notified under Subsection 2.4(a)). Grantor shall promptly reimburse Grantee for all costs, expenses and losses incurred by Grantee as a result of such interferences or diminutions, or both;

(c) shall not reduce or materially impair the usefulness or function of the facilities in question;

(d) shall be located underground, except for fire hydrants and other facilities required by Law or otherwise approved by the Consenting Parties, such consent not to be unreasonably withheld; and



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(e) shall be performed without cost or expense to Grantee, and, if Common Utility Facilities or Separate Utility Facilities which provide service to the Grantee are involved, in accordance with plans approved by the Grantee, such approval not to be unreasonably withheld, conditioned or delayed.

All Common Utility Facilities lying within any Common Area shall for all purposes be deemed to be included within the definition of Common Area Improvements.

Nothing herein shall be construed to grant any Owner the right to utilize, drain, or otherwise alter natural water flow into any detention or retention facilities located on or exclusively serving any other Owner's Parcel.

**Section 2.5 Construction Easements.** Each Owner hereby grants to the other Owners temporary construction related easements in the Common Area of its (Grantor's) Parcel (and, where appropriate and necessary, in the Permissible Building Area on its (Grantor's) Parcel, but such easement on the Permissible Building is limited to the period prior to the commencement of construction by Grantor of Improvements on its own (Grantor's) Parcel], for the purpose of facilitating the initial construction of the Grantee Improvements contemplated within this ECCR; provided, the temporary construction related easements may not interfere with Grantor's use or construction on Grantor's Parcel.

With respect to any Parcels on which fresh dirt is dumped, the area shall be sloped to meet any contiguous property within the Shopping Center or any public roads, in accordance with a grading plan approved by the Grantor, which approval shall not be unreasonably withheld, conditioned or delayed.

The location and use of all temporary construction easements under this Section 2.5 shall be subject to the reasonable approval of Grantor.

To the extent of any actual and quantifiable costs incurred by a Grantor, each Grantee agrees to pay the Grantor any additional cost of construction, maintenance, repair and replacement of any improvement or structure constructed by Grantor which may arise on account of or due to Grantee's exercise of its temporary construction easement rights under this Section 2.5. Each Grantee further agrees to use due care in the exercise of the rights granted under this Section 2.5 and, in the event the exercise of the rights granted under this Section 2.5 requires Grantee to enter upon the Parcel of Grantor, to first obtain the consent of Grantor as to the specific activities, methods and timing in the exercise of such rights so as to avoid cost or damage to Grantor.

Each Party covenants and agrees, respectively, that its exercise of such easements shall not result in damage or injury to the Building(s) or other Improvements of the other Owner, and shall not interfere with or interrupt the business operations conducted by the other Owner in the Shopping Center.

Furthermore, the Parties agree that once the final topcoat of asphalt or concrete paving has been placed on the Lowe's Parcel, the Wal-Mart Parcel or any Common Area access, egress and service drives to the Lowe's Parcel, all construction traffic to or from the Developer Parcels will be limited to the use of public roads and shall not traverse the Lowe's Parcel or the Wal-Mart Parcel. In addition, each Grantee, at its sole cost and expense, shall promptly repair, replace or restore any and all improvements of Grantor which have been damaged or destroyed in the exercise by Grantee of the easements granted under this Section 2.5 and shall defend, indemnify and hold Grantor harmless from and against all liens, losses, liabilities, costs or expenses (including reasonable attorneys' fees) incurred in connection with or arising out of Grantee's exercise of said temporary construction easements, except to the extent occasioned by Grantor's negligent or wrongful acts or omissions.

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Any Grantee improvements made within such temporary construction easements shall, for purposes of cost allocation due to repairs, reconstruction and restoration under this ECCR, be deemed to be part of the Grantee's Parcel and Building and shall be deemed not to be part of the Grantor's Parcel or Building for such purposes.

Except as reasonably necessary during the construction of any Building, no structure of a temporary character shall be erected or allowed to remain on any Parcel.

Pursuant to a separate agreement, Developer shall make available to Lowe's certain quantities of fill material, which Developer will place on Parcel 7, and which Developer will make available for Lowe's to retrieve and place on the Lowe's Parcel. Developer hereby grants to the Owner of the Lowe's Parcel an access easement on and over Parcel 7 of the Developer Parcels to remove the fill material placed thereon by Developer for Lowe's use.

**Section 2.6 Self-Help Easements.** Each Owner hereby grants to the Consenting Parties an easement and license to enter upon its Parcel for the purpose of exercising the cure rights provided under Articles V and VI of this ECCR. Further, each Owner hereby grants to the Consenting Parties easements in the Common Area of its (Grantor's) Parcel for the installation, construction, repair, maintenance, relocation and removal of any and all Separate Utility Facilities and Common Area Improvements, if such installation, construction, repair, maintenance, relocation or removal is required or permitted under the other provisions of this ECCR. Each Grantee of the easements granted under this Section 2.6 shall defend, indemnify and hold Grantor harmless from and against all liens, losses, liabilities, costs or expenses (including attorneys' fees) incurred in connection with or arising out of Grantee's use of said easements, except to the extent occasioned by the Grantor's act or omission to act. The duration of the easements granted under this Section 2.6 shall be coterminous with the respective provisions of the ECCR which give the Grantee the right or the obligation to perform the work described in this Section 2.6.

**Section 2.7 Easements to Public Utilities.** Except for public utility easements existing and recorded against any portion of the Shopping Center as of the date of this ECCR, any grant or other conveyance of an easement to a public utility by a Grantor on its Parcel concurrently with this ECCR or granted after the date of this ECCR shall, without necessity of further recital in the conveyance instrument, be deemed to include the following conditions, covenants and restrictions to which such public utility and its successors shall be bound unless specifically stated otherwise in such instrument.

- (a) The easement is non-exclusive;
- (b) All facilities installed pursuant to the easement shall be underground, except for manhole and manhole covers which shall be flush with adjacent grade, and except as otherwise shown on plans approved by Grantor;
- (c) Grantor retains the right to use the surface areas as Grantor sees fit;
- (d) Grantor reserves the right to require Grantee to relocate its facilities (and vacate the easement) to another location on Grantor's Parcel, subject to the conveyance of a similar easement, all at Grantor's cost and expense;
- (e) Grantee shall not, in its use or installation, interfere with other installations and easements in the area;
- (f) Grantee shall protect its facilities against uses of the surface made by Grantor and others;
- (g) Grantee shall make adequate provisions for the safety and convenience of all persons using the area;

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(h) Grantee, following installation or other work, shall replace and restore the areas and improvements to the condition in which they were immediately prior to performance of such installation and work;

(i) Grantee shall defend, indemnify and hold harmless Grantor against all loss, liability, and costs (including reasonable attorney's fees) which may result to Grantor from the act or omission of Grantee, its agents, employees and contractors; and

(j) Grantee shall not permit any claim, lien or encumbrance to attach against Grantor's Parcel or any interest therein.

**Section 2.8 Easement for Signage.** Developer shall install four (4) monument signs (the "Center Signs") on the Shopping Center, for the use and enjoyment of the Owner of the Lowe's Parcel, the Owner of the Wal-Mart Parcel and other Owners of the Shopping Center, as depicted on Exhibit D attached hereto (the "Sign Exhibit"). Developer hereby grants to the Owner of the Lowe's Parcel, the Owner of the Wal-Mart Parcel and to all other Owners that place a panel on a Center Sign a non-exclusive easement and right in the area designated as "Sign Easement Areas" as shown on the Site Plan, to install, repair, operate, use, maintain, replace, and remove such Owner's sign panel (both sides) on each of the Center Signs (as more fully described in Section 4.4 herein), and, if Developer should fail to install one or more of the Center Signs, such easement includes the right to install, construct, repair, operate, use, maintain, replace and remove each Center Sign that is not installed by Developer, including all power lines and other utilities needed for the Center Signs. The easements granted in this Section 2.8 include an access easement on and over the Developer Parcels for access to and from the Center Signs for the purposes set forth in this ECCR. Maintenance of the Center Signs is set forth in Section 5 herein.

**Section 2.9 No Barrier Agreement.** Except as required by the PD, no barriers, fences, walls, grade changes or other obstructions shall be erected so as to impede or interfere in any way with the free flow of vehicular and pedestrian traffic between those portions of the Parcels from time to time devoted to pedestrian access or vehicular roadways, or shall in any manner materially restrict or interfere with the use and enjoyment by the Owners of the rights and easements created by this Article II. However, each Owner may temporarily close or block traffic on its Parcel for the time necessary for the purpose of protecting ownership rights and preventing creation of easements to the public and unrelated third parties (provided, however, that prior to closing off any portion of the Common Area as herein provided, such Owner shall give no less than fifteen (15) days written notice to each other Owner of its intention to do so and shall attempt to coordinate such closing with each other Owner, so that no unreasonable interference in the passage of pedestrians or vehicles shall occur), and may temporarily fence off portions of its Parcel as reasonably required for the purpose of repair, construction and reconstruction; and further provided that, except for emergencies or pursuant to a governmental mandate or for initial construction on such Parcel, no such closing will take place between October 14 and the following January 15 without the prior approval of the Consenting Parties, such consent not to be unreasonably withheld.

## ARTICLE III USE

**Section 3.1 General Use Requirement.** Subject to the provisions in Sections 3.2, 3.3, 3.4 and 3.5, every Parcel shall be used only for financial institutions, service shops, offices of the type customarily found in retail shopping centers, retail stores selling retail merchandise normally carried in other shopping centers, and restaurants with over sixty (60%) percent of gross revenues from food sales. In addition to the foregoing restrictions, the uses of the Shopping Center are or may be further subject to the requirements described in Section 5.3 herein.

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**Section 3.2 Nuisances.** Subject to the provisions of Section 3.1, no Parcel shall be used for anything other than purposes which may be permitted by applicable zoning regulations, nor shall anything be done on any Parcel which shall constitute a public nuisance to the community.

**Section 3.3 Use Restrictions.**

(a) During the term of this ECCR, no portion of the Shopping Center may be used for any of the following purposes without the written consent of the Consenting Parties:

(i) A tavern, bar, nightclub, cocktail lounge, discotheque, dance hall, or any other establishment selling alcoholic beverages for on-premises consumption; provided, however, the foregoing shall not prohibit the operation of a restaurant where the sale of alcoholic beverages therein comprises less than forty (40%) percent of the restaurant's gross revenues.

(ii) A bowling alley, billiard parlor, bingo parlor, arcade, game room or other amusement center (provided, an arcade, game room or amusement center operated ancillary to the primary business of a restaurant, such as within a "Chuck E. Cheese" restaurant, is permitted, and a bowling alley may be located on Parcels 12 through 15 of the Shopping Center.)

(iii) A theater (motion picture or live performance).

(iv) A health club, gymnasium or spa (provided, a single health club, gymnasium or spa that is less than 2,500 square feet is permitted on one of Outparcels 4 or 6 and a single health club is permitted on one of Parcels 13, 14 or 15; provided the main entrance of such health club faces Holland Road or faces south and such health club maintains the parking ratio set forth in Section 4.3, ).

(v) A service station, automotive repair shop or truck stop (except such use shall be allowed on the Wal-Mart Parcel and provided, further that there may be a fuel service facility located on the Lowe's Parcel and/or the Wal-Mart Parcel if such fuel service facility is part of or operated in conjunction with a larger retail establishment and such facility does not offer motor vehicle repair services, and further provided, a fuel facility operated in conjunction with a convenience store that has sanitary sewer, water and storm drainage lines separate from those utilized by Lowe's and Wal-Mart is permitted on an Outparcel or on one of Parcels 12 through 15. Further, a National Retailer that operates a retail store for the sale and provision of automotive services is permitted on an Outparcel or on one of Parcels 12 through 15 provided such National Retailer performs all automotive services entirely within the facility and there are no services or vehicles located outside such facility.

(vi) A flea market or pawn shop.

(vii) A training or educational facility (including without limitation, a school, college, reading room or other facility catering primarily to students and trainees rather than customers); provided one learning center that is no larger than 3,000 square feet such as a Sylvan learning center is permitted on an Outparcel or is permitted on Parcels 12 through 15.

(viii) A car wash, except on an Outparcel or on Parcels 12 through 15 and where the same shall have constructed and shall use sanitary sewer, water and storm water drainage lines entirely separate from those utilized by the Lowe's Parcel.

(ix) A medical clinic or office; provided, a medical clinic which satisfies the requirements of subsections (a) through (h) below and does not exceed 5,000 square feet in the building located on the Wal-Mart Parcel shall be allowed inside the store located on the Wal-Mart Parcel and provided, further that a medical clinic that does not exceed 5,000 square feet (and there are no more than 10,000 square feet of medical offices or clinics in the aggregate for the Developer Parcels) is permitted if

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such medical clinic or office is for (a) general dentistry, (b) physical or sports therapy, (c) general medical practice that does not offer on-site surgical procedures, (d) podiatry, (e) ophthalmology, (f) audiology, (g) cosmetic surgery, or (h) chiropractic services.

(x) A dry cleaning plant, central laundry or laundromat, provided a dry cleaning retail service that has no on-site cleaning or treatment facilities (that offers only drop off/pick up service) is allowed.

(xi) An establishment for sale of automobiles, trucks, mobile homes, recreational motor vehicles.

(xii) A child day care facility except on Outparcels 4 and 6 or on Parcels 12 through 15.

(xiii) A hotel or motel.

(xiv) A storage or mini warehouse facility.

(b) During the term of this ECCR, no portion of the Shopping Center may at any time be used for any of the following uses whatsoever:

(i) An adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation: magazines, books, movies, videos, photographs or so called "sexual toys"; but the foregoing does not prohibit the sale of books, magazines, or prerecorded DVDs, tapes or other media typically sold in a general bookstore, video store or discount department store such as offered in a Wal-Mart, Sam's Club, "Barnes and Noble" or "Blockbuster Video" as presently operated which offers a full range of books, magazines, or video materials, including family materials, and which does not primarily offer any of the foregoing or providing adult type entertainment or activities (including, without limitation, any displays or activities of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts).

(ii) A massage parlor.

(iii) A skating rink.

(iv) A mortuary, crematorium or funeral home.

(v) A mobile home or trailer court, labor camp, junkyard or stockyard.

(vi) A land fill, garbage dump or other such facility for the dumping, disposing, incineration or reduction of garbage.

(vii) A telephone call center, except on Parcels 12 through 15.

(viii) A gambling establishment or betting parlor.

(ix) Veterinary hospital or animal raising or keeping facilities, provided, veterinary services that are offered ancillary to and in conjunction with a retail pet supply store, such as the manner in which a Petco store or Petsmart store is presently operated, and which do not offer overnight kennel services, are permitted.

(x) Assembling, manufacturing, industrial, distilling, refining or smelting facility.

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**Section 3.4 (a) Exclusive Use Restrictions on the Developer Parcels – Lowe's.** For the benefit of the Owner of the Lowe's Parcel and the Lowe's Parcel, no portion of any of the Developer Parcels may be used for any of the following purposes:

- (i) A hardware store or center.
- (ii) An appliance store and/or lighting store or center.
- (iii) A home electronics store or center.
- (iv) A nursery and/or lawn and garden store and/or the sale of Christmas trees.
- (v) A paint store or center, wall paper or wall covering store or center, tile store or center, flooring store or center, carpeting store or center, and/or home decor store or center.
- (vi) A retail and/or warehouse home improvement center, lumber yard, building materials supply center, home improvement service center and/or other stores or centers similar to those operated by or as Lowe's, Home Depot, Home Depot Expo, Villagers Hardware, 84 Lumber, Wickes, Hughes Lumber, McCoys, Menards, stores operating under the Sears name (including, without limitation, Sears Hardware and Sears Home Appliance Showroom) or selling Sears branded goods (e.g. Craftsman, Kenmore), Great Indoors, Pacific Sales, hhgregg, Conn's, Sutherlands, Scotty's and Orchard Supply.

These restrictions or exclusive rights shall also apply to prohibit a business having space in its store devoted to selling the merchandise described in subparagraphs (i) through (v) above when the aggregate of such space (including any outdoor areas) for all such items exceeds the lesser of (i) five percent (5%) of the floor area of such building (which shall include an allocable portion of the aisle space adjacent to the floor area of such use) or (ii) 1,000 square feet of floor area (which shall include an allocable portion of the aisle space adjacent to the floor area of such use).

Notwithstanding anything in the foregoing to the contrary, in the event a retail and/or warehouse home improvement center, lumber yard, building materials supply center, hardware store, lawn and garden store, appliance, home electronics and/or lighting store, and/or paint and/or décor center is not operated in any portion of the Lowe's Parcel for a period in excess of two (2) consecutive years (excluding temporary closings due to alterations, casualty, condemnation, or other unavoidable delays beyond the reasonable control of the Owner of the Lowe's Parcel), the above-stated exclusives in this Section 3.4(a) shall be of no further force and/or effect until such time as Lowe's or its successors, assigns or tenants shall re-open a store on any portion of the Lowe's Parcel for any one of the foregoing uses, which reopening shall not prohibit uses in violation of such exclusives if such uses were begun during such time as the above exclusive use restrictions were of no force and/or effect.

Notwithstanding anything in the foregoing to the contrary, the Parties acknowledge and agree that the retailers listed on Schedule 1 attached hereto and made a part hereof shall not be subject to the use restrictions set forth in this Section 3.4(a) only so long as such retailer operates a prototypical store as such prototypical store is operated in Illinois as of the Effective Date. In the event there is a change in the way such retailer operates, such retailer shall not be subject to these use restrictions only so long as such change in operation does not entail selling appliances, hardware, lighting, paint, wall paper, wall covering, tile, flooring carpeting, home electronics, home décor items, lumber or building materials to any material extent greater than such retailer sells those items in its existing prototypical store in Illinois as of the Effective Date.

**(b) Exclusive Use Restrictions on the Developer Parcels – Wal-Mart.** For the benefit of the Owner of the Wal-Mart Parcel and the Wal-Mart Parcel, no portion of any of the Developer Parcels may be used for any of the following purposes:

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(i) A facility dispensing gasoline or fuel from pumps (provided such facility shall be permitted as provided in Section 3.3(a)(v)).

(ii) A membership warehouse club.

(iii) A pharmacy.

(iv) A "discount department store" or other "discount store"; such terms shall mean a discount department store or discount store, containing more than 35,000 square feet of building space used for the purpose of selling a full line of hard goods and soft goods (e.g. clothing, cards, gifts, electronics, garden supplies, furniture, lawnmowers, toys, health and beauty aids, hardware items, bath accessories and auto accessories) at a discount in a retail operation similar to that of Wal-Mart.

(v) a variety, general or "dollar" store exceeding 12,000 square feet in floor area.

(vi) a "grocery store" or "supermarket"; such terms shall mean a food store or a food department containing more than 17,000 square feet of building space used for the purpose of selling food for off premises consumption, which shall include but not be limited to the sale of dry, refrigerated or frozen groceries, meat, seafood, poultry, produce, delicatessen or bakery products, refrigerated or frozen dairy products, or any grocery products normally sold in such stores or departments. Notwithstanding the foregoing, a grocery store or supermarket may be operated on Parcel 12 by Aldi and its successors and/or assigns.

(vii) Any combination of the foregoing uses.

Notwithstanding anything in the foregoing to the contrary, in the event a Wal-Mart store is not operated in any portion of the Wal-Mart Parcel for a period in excess of two (2) consecutive years (excluding temporary closings due to alterations, casualty, condemnation, or other unavoidable delays beyond the reasonable control of the Owner of the Wal-Mart Parcel), the above-stated exclusives in this Section 3.4(b) shall be of no further force and/or effect until such time as Wal-Mart or its successors, assigns or tenants shall re-open a store on any portion of the Wal-Mart Parcel for any one of the foregoing uses, which reopening shall not prohibit uses in violation of such exclusives if such uses were begun during such time as the above exclusive use restrictions were of no force and/or effect.

**Section 3.5 Proprietary Rights.** Any owner, occupant or person owning, leasing or otherwise making use of any portion of the Shopping Center shall be deemed, by virtue of accepting such ownership, leasehold interest or making such use, to have covenanted and agreed that (i) the trade names, trademarks, service marks (including, without limitation, all logos, emblems, designs or designating words or names) utilized by Lowe's Home Centers, Inc., Wal-Mart Real Estate Business Trust or its respective affiliated companies in connection with the Shopping Center or the conduct of its business thereat are registered and/or the proprietary property of Lowe's, Wal-Mart or its respective affiliates, (ii) except as provided below, no usage of those marks or names will be made in naming or referring to any activity within or without the Shopping Center and (iii) no usage of such marks or names shall be made without the prior written consent of Lowe's and Lowe's legal counsel or Lowe's marks and Wal-Mart and Wal-Mart's legal counsel for Wal-Mart's marks. Lowe's and Wal-Mart each reserve the right to require any person or entity to whom it may grant a written right to use a given name or mark to enter into a formal written license agreement with Lowe's or Wal-Mart, as the case may be, and to charge a fee or royalty therefor.

**Section 3.6 Name Of Shopping Center.** In the event Developer desires to change the name of the Shopping Center, Developer shall not change the name to any name that is offensive or that

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includes any tradename or operating name of an entity (except for a name that includes "Lowe's" if approved by Lowe's as set forth in Section 3.5 or a name that includes "Wal-Mart" if approved by Wal-Mart as set forth in Section 3.5).

**Section 3.7 Mayor's Office of Workforce Development.** During such period as the Redevelopment Agreement between the City of Chicago, Illinois (the "City") and Developer dated February 21, 2006 (the "Redevelopment Agreement") remains in force and effect, the operator of each Parcel on which any of the "Initial Improvements" (as that term is defined in the Redevelopment Agreement, being the first 360,000 square feet of improvements constructed on the Shopping Center, consisting of (i) the leasing or sale, completion of construction and/or occupancy of 270,000 square feet of retail space, including an anchor store of approximately 170,000 square feet and another large anchor store or two small anchor stores of at least 20,000 square feet each, and (ii) the completion of construction and leasing or sale of an additional 90,000 square feet of space ) are located, will interview for job openings on such applicable Parcel qualified candidates for employment on its applicable Parcel referred to such operators by the Mayor's Office of Workforce Development in the City (the "MOWD"). However, the operators are not required to hire any such candidates or any specified number of candidates, and each operator retains the right to make its decision as to hiring of the candidates for its business on the Parcel. In addition, while the Redevelopment Agreement remains in force and effect, the operators of each of Parcel on which are located any of the "Secondary Improvements" (as that term is defined in the Redevelopment Agreement, being the completion of construction of at least 400,000 square feet of improvements (including the Initial Improvements) or approximately 90% of the total project square footage on the Shopping Center, including the sale or lease, delivery to tenants and occupancy of the anchor store and smaller anchor stores) are encouraged by Developer to interview for job openings on such applicable Parcel qualified candidates for employment referred to such operators by MOWD, although the operators are not required to hire any such candidates or any specified number of candidates, and each operator retains the right to make its decision as to hiring of the candidates for its business on the Parcel.

## ARTICLE IV GENERAL CONSTRUCTION & DEVELOPMENT

**Section 4.1 Development Timing.** When any Building is constructed within the Permissible Building Area on a Parcel, the Common Area on that Parcel shall be developed substantially in accordance with the Site Plan (to the extent shown on the Site Plan) or otherwise in compliance with the requirements of this ECCR, at the expense of the Owner of said Parcel except an Owner may make modifications to the Common Areas on its Parcel as described in this Section. Any Owner may make changes to the Common Areas of its Parcel provided such changes comply with all requirements of this ECCR and any such change does not (i) modify, alter or eliminate any Permissible Building Area on the Site Plan, (ii) modify, alter, or eliminate any of the Access Roads or the curb cuts of such Access Roads from those shown on the Site Plan, (iii) decrease the parking ratio on such Owner's Parcel below the requirements of this ECCR; (iv) modify, alter or eliminate the detention areas shown on the Site Plan; or (v) modify, alter or eliminate any of the Center Signs. Any desired changes to the Common Areas of a Parcel for any of items 4.1(i) through (v) shall require the prior written consent of the Consenting Parties.

Except as provided in Section 7.5 and in Section 4.2 hereof, no Buildings or structures shall be erected or allowed to remain on any Parcel unless the such Building or structure complies with all requirements set forth in the PD, as such PD is in effect as of the date of this ECCR, without variance therefrom. Except as provided in Section 7.5 and in Section 4.2 herein, a set of the proposed site plan, building materials, and elevation drawings of all sides for such Building shall be presented to the Consenting Parties prior to commencing clearing, grading, or construction of a Building on any Parcel for the information of the Consenting Parties, but approval of the Consenting Parties shall not be required provided such Building or structure complies with the PD, as such PD is in effect as of the date of this ECCR, without variance. If the proposed plans do not comply with the PD, as such PD in effect as of the date of this ECCR without variance, such plans are subject to the prior written approval of the Consenting



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Parties, which approval shall not be unreasonably withheld. Except as provided above, all Improvements shall comply with the plans as presented by the Owner unless changes are approved in writing by the Consenting Parties. The right to make inspections necessary to assure compliance is reserved to the Consenting Parties.

Weather permitting, all paving and landscaping will be finished upon completion of a Building, but in no event shall it be installed later than ninety (90) days after the Building is occupied unless approved by the Consenting Owners in their reasonable discretion. Owners shall use reasonable and diligent efforts to finish total construction time from pouring footings to the completion of the Building ready for occupancy within one (1) year, subject, however, to force majeure, weather conditions or delays approved by the Consenting Parties.

**Section 4.2 Approval of Plans.** Notwithstanding the provisions of Section 4.1, the Consenting Parties acknowledge each has received a set of elevations of the proposed Buildings for the Lowe's Parcel, the Wal-Mart Parcel and Parcels 3 and 4 of the Developer Parcels, which are attached hereto as Exhibit E and such plans, together with changes as may be required by municipal authorities, are approved. The elevations attached hereto as Exhibit E are approved.

**Section 4.3 Parking Requirements.**

(a) Each Parcel shall contain not less than ten (10) paved full size parking spaces per each 1,000 square feet of building floor area constructed thereon if the Parcel is used for restaurant purposes. Notwithstanding such parking requirement, for a "Quick Serve" restaurant (as defined herein) located on an Outparcel or on Parcel 12 through 15, the parking ratio required shall be the number of spaces set forth in subsection 4.3(b) for the applicable Parcel on which the Quick Serve Restaurant is located. A "Quick Serve" restaurant is one that is designed for quick food service that does not have any serving staff (except for employees that fill orders at a counter), serves no alcoholic beverages, is an in-line establishment (that is, not a free standing building) and which does not exceed 2,400 square feet of floor area. A Quick Serve restaurant that is located on Parcels 7, 8 or 9, must contain not less than ten (10) paved full size parking spaces per each 1,000 square feet of building floor area contained in such Quick Serve restaurant.

(b) In addition to the requirements of Section 4.3(a), each Parcel shall be self-supporting with respect to parking and shall contain not less than the number of full paved full size automobile parking spaces for each 1,000 square feet of Building floor area constructed thereon as set forth below or the number of parking spaces required by applicable Laws, whichever is greater:

|                       |   |
|-----------------------|---|
| Parcels 1 through 5   | 5.0/1,000 square feet of Building floor area;   |
| Parcel 6              | 4.0/1,000 square feet of Building floor area  |
| Parcels 7 though 9    | 3.90/1,000 square feet of Building floor area;  |
| Parcels 10 and 11     | 4.0/1,000 square feet of Building floor area (which parking ratio may be achieved on an aggregate basis for Parcel 10 and 11 only); |
| Parcels 12 through 15 | Not less than the number of paved automobile parking spaces required by applicable Laws.  |

(c) For purposes of determining "Building floor area" for satisfying the parking ratio, such floor area shall mean the aggregate actual number of square feet of space contained on each floor within a Building, excluding any mezzanine or basement space used for storage but not sales or business, as measured from the exterior faces of the exterior walls or store front and/or the center line of any common walls; provided, however, that the following areas shall not be included in such calculation:

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space attributable to any multi-deck, platform, rack or other multi-level system used solely for the storage of merchandise which is located above ground floor; any space used solely for Building utilities or mechanical equipment; any outside sales area either depicted on the Site Plan or used pursuant to this ECCR; and space used for garden center purposes on the Lowe's Parcel or on the Wal-Mart Parcel.

**Section 4.4 Pylon or Monument Signage.** The Center Signs to be erected and used for the identifying multiple Owners, tenants or occupants of the Shopping Center are shown on the Sign Exhibit in the locations shown on the Site Plan. The Owner of the Lowe's Parcel and the Owner of the Wal-Mart Parcel shall each be entitled to have and maintain a sign panel on each of the Center Signs, in the "Anchor" position and of such size as shown on for the Anchor Panel on the Sign Exhibit. The maximum number of panels on each Center Sign shall be as set forth in the Sign Exhibit; no other sign panels shall be permitted on the Center Signs without the prior consent of the Consenting Parties. The colors, design and content of the sign panels to be initially installed shall be as set forth in the Sign Exhibit. The Owner of the Lowe's Parcel and the Owner of the Wal-Mart Parcel may, in the future, redesign its sign panel for its own visual sign standards. Except for the Center Signs, no other free standing sign shall be allowed on the Shopping Center (including on any Outparcel) without the prior written consent of the Consenting Parties, in each one's reasonable discretion.

**Section 4.5 Outparcel Development.** Each Outparcel sold, leased or developed within the Shopping Center will be subject to the following guidelines:

(a) Any Building constructed on any of the following Outparcels shall not exceed the following square feet:

|                     |                    |
|---------------------|--------------------|
| Outparcel 1 (Lot 1) | 5,500 square feet  |
| Outparcel 2 (Lot 2) | 7,500 square feet  |
| Outparcel 3 (Lot 3) | 10,000 square feet |
| Outparcel 4 (Lot 4) | 10,000 square feet |
| Outparcel 5 (Lot 5) | 3,500 square feet  |
| Outparcel 6 (Lot 6) | 6,000 square feet  |

(b) No Building on Parcels 1 through 11 of the Shopping Center may exceed 1 story; Buildings on Parcels 12 through 15 may exceed 1 story (there shall be no Buildings on Parcels 16, 17 and 18.) Any Building constructed on any of Outparcels shall not exceed 27 feet in height, as measured from the finished floor elevation of the parking area of Lowe's Parcel, exclusive of architectural features, with up to a maximum height of 31 feet for architectural features as measured from the finished elevation of the parking area of Lowe's Parcel, however the total lineal feet of the architectural feature cannot exceed 25% of the lineal feet of the perimeter of the building. Any Building constructed on Parcels 7 or 8 shall not exceed 27 feet in height, as measured from the finished elevation of the parking area of Lowe's Parcel, exclusive of architectural features, with up to a maximum height of 39 feet for architectural features, as measured from the finished elevation of the parking area of Lowe's Parcel, however the total lineal feet of the architectural feature cannot exceed 25% of the lineal feet of the perimeter of the building. Any Building constructed on Parcel 10 or 11 shall not exceed 34 feet in height, as measured from the finished elevation of the parking area of the Wal-Mart Parcel, exclusive of architectural features, with up to a maximum height of 39 feet for architectural features, as measured from the finished elevation of the parking area of the Wal-Mart Parcel, however, the total lineal feet of the architectural feature cannot exceed 25% of the lineal feet of the perimeter of the building. Except as set forth in applicable Laws, there are no restrictions on the height of Buildings on Parcels 9, 12, 13, 14, or 15.

(c) Any rooftop equipment installed on any Outparcel shall be screened in an attractive manner and so as to be not visible from street level;

(d) No rooftop signs shall be erected on any Building constructed on any Outparcel.

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(e) Each Parcel, including each Outparcel, shall be kept neat, orderly, planted in grass and trimmed until improved and constructed.

(f) Each Owner or other party having an ownership or leasehold interest in a Parcel shall repair any damage caused to any of the utility facilities, as described in Section 2.4 of this ECCR, serving the Parcels which is caused by such Owner or party.

(g) Any of the restrictions or requirements set forth in this Section 4.5 may be waived, amended, modified, released, or terminated in writing at any time and from time to time by the Consenting Parties; provided that the Consenting Parties may not waive, amend, modify, release, or terminate this ECCR without the prior written consent of all Consenting Parties. However, the Consenting Parties shall not amend or modify any of the foregoing restrictions in Section 4.5 binding on an Outparcel without the prior written consent of the fee Owner of the Outparcel against whom the amendment to Section 4.5 pertains.

(h) The foregoing restrictions and agreements are imposed on each of the Outparcels for the benefit of the entire Shopping Center. The agreements, restrictions and covenants herein made shall be deemed restrictive covenants running with the land and shall be binding upon each of the Outparcels and any person who may from time to time own, lease, or otherwise have an interest in any of the Outparcels.

**Section 4.6 Fire Protection.** Any Building or structure constructed in the Shopping Center shall be constructed and operated in such a manner which will preserve the sprinklered rate on the other structures in the Shopping Center.

The Parties acknowledge that both Wal-Mart and Lowe's initially propose to construct on their respective Parcel, a Building which is classified as an "unlimited area" building under certain building codes. (By way of explanation, but not limitation, an "unlimited area" building is designated II-N or V-N under the Uniform Building Code.) The Parties agree that all Buildings constructed within the Shopping Center shall comply with the following requirements:

(a) no Building shall be constructed within sixty feet (60') of the Permissible Building Area on an adjoining Parcel unless such Building, hereinafter referred to as the "Adjacent Building," shall be located immediately adjacent to the common boundary line and is attached to the Building, if any, on the adjacent Parcel, as shown on the Site Plan;

(b) If an Adjacent Building exists, then no Building shall be located within sixty feet (60') of the Adjacent Building unless such Building is attached to the Adjacent Building; the Adjacent Building and all other Buildings on the Parcel that are attached to the Adjacent Building and to each other are hereinafter referred to as the "Building Group";

(c) any Building that is not part of the Building Group, shall be located at least sixty feet (60') distant from the Building Group;

(d) the Adjacent Building or the Building Group, as the case may be, shall comply with the Building code requirements applicable to an "unlimited area" building, including without limitation the installation of an approved sprinkler system for fire protection.

In addition to the requirements set forth above, the Parties agree that no Building shall initially be placed or constructed on their respective Parcels in a manner which will, based on then existing governmental regulations, either preclude the construction on the Permissible Building Areas of an "unlimited area" building, or cause an existing "unlimited area" building thereon to no longer be in conformance with applicable building code requirements, it being understood and agreed, however, that subsequent changes in governmental regulations shall not obligate a Owner to modify or alter its existing Building.

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If required by any governmental authority, each Owner agrees to join in a recordable declaration which confirms the existence of a sixty foot (60') clear area around the Permissible Building Areas.

**Section 4.7 Performance of Construction Work Generally.** All construction, alteration or repair work undertaken by an Owner shall be accomplished in an expeditious, diligent and speedy manner. The person or entity undertaking any construction work shall: (i) pay all costs and expenses associated with such work; (ii) take necessary measures to minimize disruption and inconvenience caused by such work; (iii) make adequate provisions for the safety and convenience of the Owners and their occupants; (iv) control dust, noise and other effects of such work using methods customarily utilized in order to control such deleterious effects associated with construction projects in a populated or developed area; (v) repair any and all damage which may be caused by or result from such work; (vi) restore all affected portions of any Parcel to a condition equal to or better than the condition existing prior to beginning such work; (vii) indemnify and hold harmless all other Owners in the Shopping Center against any mechanics liens for such work, particularly as to Common Areas. Such construction shall not interfere with the business operations on any other Parcel and shall not block or impede the Shopping Center ingress or egress from public streets. The party performing such work shall limit all construction work and staging areas to its own Parcel and not encroach on any Common Areas on any other Parcel and shall not utilize parking areas of any other Parcel. In connection with construction work performed within Permissible Building Areas, incidental encroachment upon the Common Area of the party performing such work may occur in the use of ladders, scaffolding, store-front barricades and similar facilities resulting in temporary obstruction of portions of such Common Area, if such encroachment is kept within reasonable requirements of such work expeditiously pursued. For construction purposes, the Common Areas may be utilized: (a) for ingress and egress of vehicles transporting construction materials and equipment and persons employed in connection with such work (but each Owner performing work shall, to the extent reasonably possible, limit such access to its own Parcel) and (b) temporary storage and parking on the constructing Owner's Parcel of materials and vehicles in connection with such work on such constructing Owner's Parcel. All such work for which a license is granted above (i) which will be performed by an Owner on another Owner's Parcel, or (ii) which would adversely affect the ingress and egress to the Shopping Center, the availability of parking and/or circulation of traffic in the Shopping Center, or the operation and supply of common utility facilities to or in the Shopping Center shall be undertaken only after giving the other Owners thirty (30) days prior written notice of the work to be undertaken, and the scope, nature, duration, location and extent of the work. Such notice shall include any plans and specifications for the work. In the event of any emergency involving an immediate and imminent threat of substantial harm or injury to persons or property, only such notice as may be reasonable under the circumstance shall be required. No Owner may use the Common Area on the Lowe's Parcel or the Wal-Mart Parcel for any construction purpose without the prior consent of the Owner of the Lowe's Parcel or the Wal-Mart Parcel, as the case may be.

**Section 4.8 Compliance in Construction.** All construction, alteration or repair work which an Owner undertakes pursuant to this ECCR shall comply with plans and specifications therefor, the requirements of all applicable governmental authorities, public bodies and other entities (such as public utilities) having jurisdiction, and all applicable Laws, including procurement of all license and permits required for such work. A Consenting Parties' approval of any such work, or the plans and specifications therefor, under any provisions of this ECCR shall not constitute such Consenting Parties' assumption of responsibility for the accuracy, sufficiency or propriety of such work, or of such plans and specifications, nor shall constitute a representation or warranty that such work or plans and specifications call for construction of economic improvements or improvements which comply with Laws.

**Section 4.9 Construction Insurance.** Prior to commencing any construction activities within the Shopping Center, each Owner shall obtain or require its contractor to obtain and thereafter maintain so long as such construction activity is occurring, at least the minimum insurance coverage set forth below:

- (a) Worker's Compensation and Employer's Liability Insurance.

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- (i) Worker's compensation insurance as required by any applicable Laws.
- (ii) Employer's liability insurance in the amount of \$2,000,000 each accident for bodily injury, \$2,000,000 policy limit for bodily injury by disease and \$2,000,000 each employee for bodily injury by disease.

(b) **General Liability Insurance.** Commercial General Liability insurance covering all operations by or on behalf of the general contractor, which shall include the following minimum limits of liability and coverages:

- (i) **Required Coverages:**
- (A) Premises and Operations;
  - (B) Products and Completed Operations;
  - (C) Contractual Liability, insuring the indemnity obligations assumed by Contractor under the Contract Documents;
  - (D) Broad Form Property Damage (including Completed Operations);
  - (E) Explosion, Collapse, and Underground Hazards;
  - (F) Personal Injury Liability:
    - (1) \$2,000,000 each occurrence (for bodily injury and property damage;
    - (2) \$3,000,000 for Personal Injury Liability;
    - (3) \$5,000,000 aggregate for Products and Completed Operations (which shall be maintained for a three (3) year period following final completion of the work);
    - (4) \$1,000,000 general aggregate.
  - (G) **Automobile Liability Insurance.** Any automobile liability insurance (bodily injury and property damage liability) including coverage for owned, hired, and non-owned automobiles, shall have limits of liability of not less than \$1,000,000 combined single limit each accident for bodily injury and property damage combined. The general contractor shall require each of its subcontractors to include in their liability insurance policies coverage for Automobile Contractual Liability.
  - (H) **Umbrella/Excess Liability Insurance**
    - (1) The general contractor shall also carry umbrella/excess liability insurance in the amount of \$5,000,000.
    - (2) If the construction activity involves the use of another Parcel, then the Owner and mortgagee of such Parcel shall each be additional insured(s) and such insurance shall provide that the insurance shall not be canceled, or reduced in an amount or coverage below the requirements of this ECCR, without at least thirty (30) days prior written notice to the additional insureds. If such insurance is canceled or expires, then the constructing party shall immediately stop all work on or use of the other Owner's Parcel until either the required insurance is reinstated or replacement insurance obtained. Each Owner or occupant, as the case may be, shall supply or cause its general contractor to supply each Owner with certificates with respect to all insurance required by this Section.

(c) **Self Insurance.** Nothing herein shall be construed from prohibiting an Owner which itself, or in combination with its parent entity, has a net worth in excess of TWO HUNDRED MILLION DOLLARS (\$200,000,000.00), as determined by generally accepted accounting principles, from self-insuring any or all of the risks and coverages described in this ECCR.

## ARTICLE V MAINTENANCE, TAXES AND INSURANCE

**Section 5.1 Maintenance.** Each Owner hereto shall maintain the Building(s) and the Common Areas on its Parcel in good order and condition and state of repair in accordance with the standards of good shopping center operation including (but not limited to) sweeping and removal of trash, litter and refuse, painting and striping of parking areas, repair and replacement of paving as necessary,

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maintenance of landscaped areas (including replacement and replanting), removal of ice and snow from driveways and parking areas, and maintenance and repair of lighting standards and signs. Each Owner covenants that it, in addition to other requirements of this Section, will keep the inside and outside of all glass in the doors and windows of its Buildings clean; will maintain its Buildings at its own expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; will not permit accumulation of garbage, trash rubbish and other refuse, and will remove same at its own expense, and will keep such refuse in proper containers or compactors in places designated therefore until called for to be removed; and will keep the Common Areas on its Parcel clear of accumulations of ice and snow. The maintenance and repair of the Buildings and improvements on each Parcel should be of such a character that their appearance will be that of a unified shopping center and, accordingly, the Parties agree to cooperate with each other in good faith with respect to said maintenance and repair and, to the extent reasonably possible, coordinate such repair and maintenance.

## Section 5.2 Common Area Maintenance Costs.

(a) Shared Maintenance Items. Developer, Wal-Mart and Lowe's agree that, notwithstanding subsection 5.1 above, an operator shall be appointed by the Consenting Parties (the "Operator") to keep in good repair, maintenance and condition pursuant to the standards set forth in Section 5.1 and herein, the following items of Common Areas for the entire Shopping Center, including any of such items that are located on the Lowe's Parcel and the Wal-Mart Parcel: (i) the Center Signs on which Wal-Mart and Lowe's have a panel, which shall be adequately lighted during all times when the Shopping Center is open for business and for one-half hour thereafter, (ii) the shared detention areas shown on the Site Plan, (iii) the retaining walls, fencing, landscaping, and median planters on the Common Areas, (iv) the Access Roads, and (v) the archway at the entrance to the Shopping Center on 83<sup>rd</sup> Street commonly referred to as the Chatham Market Square entry sign (collectively, the foregoing items are the "Shared Maintenance Items.") All of the foregoing maintenance shall be at the Operator's cost and expense, however, each Owner shall pay its prorata share of the Shared Maintenance Costs, as described herein; subject, however, to the right to self-maintain certain areas as described herein. The Operator shall initially be Developer. In the event either Consenting Party is dissatisfied with the services performed by the Operator, the Consenting Parties shall terminate the Operator's duties hereunder and appoint a different Operator. The Operator shall be an Owner of a Parcel, unless the Consenting Parties otherwise agree.

(b) Shared Maintenance Costs. The Operator shall expend only such costs as are necessary to discharge its obligations regarding the Shared Maintenance Items and the Operator shall pay such costs (the "Shared Maintenance Costs") prior to delinquency. Each of the Shared Maintenance Costs shall include only the costs incurred for maintenance, repair, insurance, operation and replacement, as needed, of the Shared Maintenance Items. For purposes of this ECCR, Shared Maintenance Costs shall not include:

- (i) any charges, penalties or fees due to the Operator's failure to timely pay all Shared Maintenance Items;
- (ii) any charge to a person or entity that separately pays the costs for the Shared Maintenance Items on its premises;
- (iii) any costs to maintain or repair the Common Area resulting from construction, maintenance or replacement of buildings or any costs that either are capitalized or that, in accordance with generally accepted accounting practices, are required to be capitalized incurred for the Shared Maintenance Items;
- (iv) real estate taxes and assessments (except real estate taxes for Lots 16, 17, 18 and 19 so long as such Parcels are used solely as Common Areas for the Shopping Center); except for the Administrative Fee (as defined herein) any profit, administrative and overhead costs

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(including but not limited to: office space, office equipment and utilities; legal, accounting or administrative services, including wages, salaries and benefits of personnel);

- (v) entertainment, transportation, meals and lodging of anyone; and
- (vi) any charge to an entity that separately pays such costs.

(c) Payment of Shared Maintenance Costs. Each Owner shall pay to the Operator in annual or quarterly payments such Owner's share of the Shared Maintenance Costs together with an administrative fee that shall not exceed 5% of the Shared Maintenance Costs (the "Administrative Fee"), based either upon the Operator's reasonable estimate of such costs for the calendar year during which the Operator performs the Shared Maintenance Items, or, in the absence of any such estimate by the Operator, the payment established for the prior calendar year. The Operator shall provide to each Owner a copy of the budget for the Shopping Center and the actual or estimated Shared Maintenance Costs. Within ninety (90) days after the end of each calendar year, or as soon thereafter as is reasonable, the Operator shall provide each Owner with a statement, certified by an authorized officer of the Operator, together with supporting invoices and other materials setting forth the actual Shared Maintenance Costs paid by the Operator for the Shared Maintenance Items, and setting forth each Owner's share of the aggregate thereof. If the amount paid by an Owner for such calendar year shall have exceeded its share, the Operator shall refund such overpayment to such Owner within 30 days after receipt of the certified statement, or if the amount paid by an Owner for such calendar year shall be less than such Owner's share, such Owner shall pay the balance of its share to the Operator within thirty (30) days after receipt of such certified statement. Each Owner's share of the Shared Maintenance Costs shall be equal to the ratio of the total square footage of the applicable Owner's Parcel divided by the total square footage of all Parcels on the Shopping Center.

(d) Records. The Operator will maintain or cause to be maintained complete and accurate records and accounts in such manner and detail as to provide a proper basis for analysis of the statements to be furnished by the Operator as herein provided. Not more than once a year with respect to each calendar year, at an Owner's request, the Operator shall furnish such requesting Owner with copies of bills and receipts, and such requesting Owner's authorized representative shall also have the right to examine and audit said copies of bills, receipts, accounts and records during regular business hours for the purpose of verifying the information set forth in any such statement, provided that a written request for copies of bills and receipts is made within six (6) months after receipt of the statement. Such right to inspect and request copies of bills and invoices is in addition to (and not a restriction on) each Owner's audit rights below.

(e) Audit Rights. Whether or not an Owner has requested copies of the bills and invoices for a particular statement as described above, within two (2) years after receipt of any such certified statement, each Owner shall have the right to audit the Operator's books and records pertaining to the operation and maintenance of the Shared Maintenance Items for the calendar year covered by such certified statement. An Owner shall notify the Operator of its intent to audit at least thirty (30) days prior to the designated audit date. In the event that such audit shall disclose any error in the determination of the Shared Maintenance Costs, or in the allocation thereof to the Owner or any other parcel, an appropriate adjustment shall be made forthwith. The cost of any audit shall be assumed by the auditing Owner unless the auditing Owner shall be entitled to a refund in excess of five percent (5%) of the amount calculated by the Operator as its share for the calendar year, in which case the Operator shall pay the reasonable costs of such audit.

Section 5.3 Compliance with Governmental Requirements. Without limiting the foregoing, each Owner shall maintain its Parcel in compliance with all applicable federal, state, county and local Laws. The Parties acknowledge Developer has obtained a draft No-Further Remediation ("Draft NFR") letter from the Illinois Environmental Protection Agency ("IEPA") for the Shopping Center, and Developer will obtain, after completion of certain work on the Shopping Center, a final no further remediation letter

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("Final NFR") from the IEPA. The Final NFR will impose certain restrictions on the use of the Shopping Center, which include: (i) installation of an engineered barrier on each Owner's Parcel, (ii) no Owner may install or use potable water supply wells, and (iii) institutional controls and land use restrictions, together with such other requirements set forth in such Final NFR (the "IEPA Requirements"). Developer shall, at its sole cost and expense, perform the administrative and other activities (except for installation of the engineered barrier on the Lowe's Parcel and on the Wal-Mart Parcel) required to obtain the Final NFR Letter for each of the Parcels. Each of the Owners shall comply with the IEPA Requirements of the Draft NFR and Final NFR, to the extent binding on the Parcel of such respective Owner. No Owner shall take action which jeopardizes the Final NFR letter for the Shopping Center.

Each of the Owners grants to Developer a limited license to enter the Parcel of such granting Owner for purposes of performing any investigation (including intrusive investigation and sampling), monitoring environmental activity required under the draft or final NFR, addressing environmental conditions on a Parcel arising after the date of this ECCR, or performing other corrective action or response actions required by IEPA to obtain or keep in effect the NFR Letter. The license is granted on the following conditions: (a) Developer must notify the applicable Owner in writing prior to entering on the Owner's Parcel, (b) the Owner's representative shall accompany Developer during any entry on the Owner's Parcel, (c) Developer shall not, in acting under the license, unreasonably interfere with or restrict any business activities on the Owner's Parcel, and (d) all such entry and activities shall at Developer's sole cost.

**Section 5.4 Damage and Destruction.** In the event of the destruction and damage to any extent to the Buildings and Improvements in the Shopping Center, the affected Owner shall either (1) diligently commence and pursue completion of the repair or restoration and or (2) use reasonable efforts within ninety (90) days (but in all events within one hundred eighty (180) days) after the destruction or damage clear away the ruins and leave the Parcel in a clean, orderly, sightly and safe condition.

**Section 5.5 Default in Maintenance Responsibilities.** In the event that an Owner fails in its maintenance obligations as set forth in Section 5.1 or elsewhere in this ECCR, which failure continues for a period of thirty (30) days (ten [10] business days in the event of a failure to pay money) after receipt of written notice thereof specifying the particulars of such failure, such failure shall constitute a default under the ECCR and either Consenting Party (the "Curing Party") may thereafter perform such maintenance obligations, in addition to such Consenting Party's other remedies.

**Section 5.6 Taxes.** The Owner of each Parcel shall pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against such Owner's Parcel. In the event an Owner fails to pay when due all taxes and assessments described herein, which failure continues for a period of ten (10) days after written notice thereof, such failure shall constitute a default under this ECCR and either Consenting Party (the "Curing Party") may, in addition to such Owners' other remedies, thereafter pay such taxes if such taxes are delinquent and the owing Owner has not commenced and is not duly prosecuting any contest of such taxes. The Curing Party shall then bill the defaulting Owner for the expenses incurred. The defaulting Owner shall have ten (10) business days from receipt of notice within which to pay the bill. If the defaulting Owner does not so pay, the Curing Party shall have a lien on the Parcel of the defaulting Owner for the amount of the bill, which amount shall bear interest at the Default Rate from the date of expiration of said ten (10) business day period until paid.

**Section 5.7 Insurance; Indemnification; Waiver of Subrogation.** Each Owner will at all times maintain or cause to be maintained with respect to its Parcel and all Buildings and Improvements thereon: (i) commercial property insurance against loss or damage by fire, lightning and other risks customarily covered by an all-risks policy of property insurance for the full replacement cost of the Building(s) and Improvements located thereon and (ii) commercial general liability insurance (including contractual liability coverage) against claims for bodily injury, death or property damage occurring on, in or about such Owner's Parcel combined single limit coverage of not less than FIVE MILLION DOLLARS



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(\$5,000,000.00) per occurrence. Nothing herein shall be construed from prohibiting an Owner which itself, or in combination with its parent entity, has a net worth in excess of TWO HUNDRED MILLION DOLLARS (\$200,000,000.00), as determined by generally accepted accounting principles, from self-insuring for such insurance coverage.

In the event an Owner fails to maintain the insurance described above, which failure continues for a period of ten (10) days after written notice thereof, such failure shall constitute a default under this ECCR and either Consenting Party (the "Curing Party") may, in addition to such Owners' other remedies, thereafter obtain and pay for such insurance. The Curing Party shall then bill the defaulting Owner for the expenses incurred. The defaulting Owner shall have ten (10) days within which to pay the bill. If the defaulting Owner does not so pay, the Curing Party shall have a lien on the Parcel of the defaulting Owner for the amount of the bill, which amount shall bear interest at the Default Rate from the date of expiration of said ten (10) day period until paid.

To the extent not covered by the insurance policies described above, each Owner (the "Indemnitor") will pay, and indemnify and save harmless the other Owner (the "Indemnitee") from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from: (i) any injury to or death of a person or loss of or damage to property occurring on the Indemnitor's Parcel; (ii) any use or condition of the Indemnitor's Parcel; and (iii) any negligence or tortious acts of the Indemnitor or any of his tenants, licensees, invitees, customers, agents or employees.

Each Owner (the "Releasor") hereby releases the other Owner (the "Releasee") from any and all liability or responsibility to the Releasor or anyone claiming through or under the Releasor by way of subrogation or otherwise for any incurred loss or damage to any person or property caused by fire or other peril or other such loss, damages, or other insured event or negligence of the Releasee, or anyone for whom such Releasee may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the Releasor's policy or policies of insurance shall contain a waiver of subrogation endorsement, to the effect that any such release shall not adversely affect or impair said policy or policies or prejudice the right of the Releasor to recover thereunder. If a Releasor cannot obtain a waiver of subrogation endorsement to its policies of insurance as described, the Releasor shall notify each of the other Owners of such inability, and the other Releasee may, at each one's option, obtain the same if available at no additional charge to Releasor.

## ARTICLE VI DEFAULT, REMEDIES

**Section 6.1 Default.** The occurrence of any one or more of the following events shall constitute a material default and breach of this ECCR by the non-performing party (the "defaulting Owner"):

- (a) The failure to perform any obligation of Article V hereof within the time requirements cited therein;
- (b) The failure to make any payment required to be made hereunder within ten (10) business days of the due date, or
- (c) The failure to observe or perform any other of the covenants, conditions or obligations of this ECCR or to abide by the restrictions and requirements herein provided, other than as described in (a) above, within thirty (30) days after the issuance of a notice by another Owner (the "non-defaulting Owner") specifying the nature of the default claimed.

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**Section 6.2 Right to Cure.** With respect to any default under Section 6.1 above, any non-defaulting Owner shall have the right, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the defaulting Owner; provided, however, that in the event the default shall constitute an emergency condition involving an immediate and imminent threat of substantial injury or harm to persons or property, the non-defaulting Owner, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, due to such emergency, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the non-defaulting Owner shall have the right to enter upon the Parcel of the defaulting Owner (but not into any Building) to perform any necessary work or furnish any necessary materials or services to cure the default of the defaulting Owner. Each Owner shall be responsible for the non-performance or default of its occupants and lessees. In the event any non-defaulting Owner shall cure a default, the defaulting Owner shall reimburse the non-defaulting Owner for all costs and expenses incurred in connection with such curative action, plus interest at the Default Rate, within ten (10) business days of receipt of demand, together with reasonable documentation supporting the expenditures made.

**Section 6.3 Lien.** Costs and expenses accruing and/or assessed pursuant to Section 6.2 above and the amounts described in Section 6.1 shall constitute a lien against the defaulting Owner's Parcel. The lien shall attach and take effect only upon recordation of a claim of lien in the applicable real estate records office of the county in which the said Parcel is located, by the Owner making the claim. The claim of lien shall include the following:

- (i) The name and address of the lien claimant;
- (ii) A statement concerning the basis for the claim of lien and identifying the lien claimant as a non-defaulting and/or curing Owner;
- (iii) An identification by name and address (if known) of the Owner or reputed Owner of the Parcel or interest therein against which the lien is claimed;
- (iv) A description of the Parcel against which the lien is claimed;
- (v) A description of the work performed which has given rise to the claim of lien;
- (vi) A statement itemizing the total amount due, including interest;
- (vii) A statement that the lien is claimed pursuant to the provisions of this ECCR, reciting the date, book and page of recordation hereof.

The notice shall be duly acknowledged and contain a certificate that a copy thereof has been served upon the Owner against whom the lien is claimed, by personal service or by mailing pursuant to Section 7.6 below. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby and may be enforced in any judicial proceedings allowed by Laws, including without limitation, suit in the nature of a suit to foreclose a mortgage or mechanic's lien under the applicable provisions of the Laws of the State in which the Shopping Center is located. Any lien described above will be subordinate and inferior to any first mortgage placed on the Parcel.

**Section 6.4 Other Remedies.** Each non-defaulting Owner shall have the right to prosecute any proceedings at law or in equity against any defaulting Owner hereto, or any other person, violating or attempting to violate or defaulting upon any of the provisions contained in this ECCR, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants, or conditions of this ECCR, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those,

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if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to an Owner under this ECCR or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

**Section 6.5 No Waiver.** No delay or omission of any Owner in the exercise of any right accruing upon any default of any other Owner shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. No waiver by any Owner of any default under this ECCR shall be effective or binding on such Owner unless made in writing by such Owner and no such waiver shall be implied from any omission by a Owner to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers of any default under any provision of this ECCR shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this ECCR.

**Section 6.6 No Termination for Breach.** No breach, whether or not material, of the provisions of this ECCR shall entitle any Owner to cancel, rescind or otherwise terminate this ECCR, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have hereunder by reason of any breach of the provisions of this ECCR.

**Section 6.7 Limitation of Liability.** Notwithstanding the foregoing, any person acquiring fee or leasehold title to a Parcel, or any portion thereof, shall be bound by this ECCR only as to the Parcel or portion of the Parcel acquired or possessed by such person. In addition, such person shall be bound by this ECCR only during the period such person is the fee or leasehold Owner or occupant of such Parcel or portion of the Parcel; and, upon conveyance or transfer of the fee or leasehold interest shall be released from liability hereunder, except as to the obligations, liabilities or responsibilities that accrue prior to such conveyance or transfer. Although persons may be released under this Section 6.7, the easements, covenants and restrictions in this ECCR shall continue to be benefits to and servitudes upon said Parcels running with the land.

**Section 6.8 Breach.** In the event of breach or threatened breach of this ECCR, only Owners of more than 45,000 square feet of enclosed building area on a Parcel shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. In the event of a breach hereof, the non-prevailing Owner, as determined by the Court, shall pay the reasonable attorney's fees of the prevailing Owner.

## ARTICLE VII

### MISCELLANEOUS

**Section 7.1 Estoppel Certificates.** Each Owner shall upon not less than thirty (30) days from receipt of written notice from the other Owner execute and deliver to such other Owner a certificate in recordable form stating that (i) either this ECCR is unmodified and in full force and effect or is modified (and stating the modification); and (ii) whether or not to the best of its knowledge the other Party is in default in any respect under this ECCR and if in default, specifying such default.

**Section 7.2 Term and Perpetuity.** The agreements, conditions, covenants, and restrictions created and imposed herein shall be effective upon the date hereof and shall continue in full force and effect, to the benefit of and being binding upon all Owners, their heirs, executors, administrators, successors, successors-in-title, assigns and tenants, including any ground lessee under a ground lease and the customers, employees and invitees of such parties until the expiration of sixty (60) years from the date hereof, unless terminated by the consent of all the Owners pursuant to a writing recorded in the real property records of the county and state in which the Shopping Center is located. Said agreements and restrictions shall be unaffected by any change in the ownership of any real property covered by this

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ECCR or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein.

Notwithstanding the foregoing, the easements contained herein binding and benefiting the Parcels shall be perpetual and shall run with the land.

Upon termination of the agreements, conditions, covenants and restrictions of this ECCR, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this ECCR, except as related to the easements cited and mentioned herein, shall terminate and have no further force or effect; provided, however, that the termination of this ECCR shall not be prior to the date of such termination.

**Section 7.3 Notices.** Any notice required or permitted to be given under this ECCR shall be in writing and shall be deemed to have been given upon personal delivery or upon deposit in the United States Mail as Certified Mail or Registered Mail, Return Receipt Requested, postage prepaid, and addressed to the Party being notified at the address given below (or such other address which a Party may designate for itself from time to time hereafter by written notice to the other Party):

**Developer:** W2005 CMK Realty, L.L.C.  
c/o Monroe Investment Partners, L.L.C.  
30 West Monroe, Suite 1000  
Chicago, IL 60603  
Attention: Thomas R. Brashler

**Copy to:** Richard J. Traub  
Freeborn & Peters, LLP  
311 South Wacker Drive  
Suite 3000  
Chicago, IL 60606

**Lowe's:** Lowe's Home Centers, Inc.  
1605 Curtis Bridge Road  
Wilkesboro, NC 28697  
Attention: Property Management Dept.

**Copy to:** Lowe's Home Centers, Inc.  
1000 Lowe's Boulevard  
 Mooresville, NC 28117  
Attention: Legal Department – Real Estate (NB6LB)

**Wal-Mart:** Wal-Mart Real Estate Business Trust  
2001 S.E. 10th Street  
Bentonville, AR 72716-0550  
Attention: Legal Department – Northern Illinois  
Reference: Store #5781-00

**Copy to:** Wal-Mart Real Estate Business Trust  
2001 S.E. 10th Street  
Bentonville, AR 72716-0550  
Attention: Realty Manager - Northern Illinois  
Reference: Store #5781-00

**Copy to:** Timm & Garfinkel, LLC  
770 Lake Cook Road, Suite 150

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Chatham, Chicago, IL ECCR  
Wal-Mart Store #5781-00  
Lowe's Store #2301

Deerfield, IL 60015  
Attention: Theodore R. Timm

**Section 7.4 Ground Lessee Assignment.** The rights and obligations of any Owner hereunder may be assigned in whole or in part to one or more ground lessees which rights and obligations shall be expressly assumed by such ground lessee or lessees for the term of the ground lease or leases between such Owner and such ground lessee or lessees.

**Section 7.5 Harmony.** Developer, Wal-Mart and Lowe's agree to cooperate in creating a reasonably harmonious exterior appearance for the Buildings and Improvements to be constructed by them within the Shopping Center, acknowledging however that (i) Wal-Mart and Lowe's may construct improvements on its Parcel similar to its current prototypical store building and improvements, and (ii) Lowe's, Wal-Mart or Developer may construct improvements on each one's respective Parcel substantially as shown on the exterior elevation drawings attached hereto as Exhibit E, and (iii) any party may construct Buildings and Improvements that comply with the PD as in effect as of the date of this ECCR without variance. After initial construction of Buildings and other Improvements, no Owner shall make alterations that will substantially change the exterior of its Buildings unless the change is in compliance with the PD as in effect on the date of this ECCR without variance, unless otherwise approved in writing by the Consenting Owners, such approval not to be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, the Owner of the Lowe's Parcel and the Owner of the Wal-Mart Parcel may each make, without the consent of any other Owner, changes to its Buildings and Improvements within its Permissible Building Area that the applicable Owner may deem appropriate for consistency with changes in the design and appearance of its then current prototypical stores.

**Section 7.6 No Covenant to Continuously Operate.** Neither Lowe's, Wal-Mart nor any other Owner is obligated to continuously operate a business on the Lowe's Parcel or its respective Parcel, and, specifically, (a) Lowe's is not obligated to continuously operate or operate for any specific period of time a Lowe's building supply or home improvement retail warehouse or store on the Lowe's Parcel and (b) Wal-Mart is not obligated to continuously operate or operate for any specific period of time a Wal-Mart Supercenter or other Wal-Mart store on the Wal-Mart Parcel. Nothing contained in this ECCR shall be construed, interpreted or otherwise read to require Lowe's, Wal-Mart or any other Owner to operate a business on its Parcel or to prevent Lowe's, Wal-Mart or any other Owner from closing its business on the its Parcel.

**Section 7.7 Severability.** In the event any provision or portion of this ECCR is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

**Section 7.8 No Public Dedication.** Nothing contained herein shall be deemed or implied to be a gift, grant or dedication of the Shopping Center or any portions thereof, to the general public, or for any public use or purpose whatsoever. Except as may be specifically provided herein, no right, privileges or immunities of any Owner hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed or considered to be a beneficiary of any of the provisions herein contained.

**Section 7.9 Counterparts.** This ECCR may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

**Section 7.10 Relationship of the Parties.** Nothing contained herein shall be construed or interpreted as creating a partnership, joint enterprise or joint venture between or among the Parties hereto or the Owners. It is understood that the relationship between the Parties hereto and Owners is an arms length one that shall at all times be and remain that of separate owners of real property. No Party

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Chatham, Chicago, IL ECCR  
Wal-Mart Store #5781-00  
Lowe's Store #2301

hereto nor any Owner shall have the right to act for or on behalf of another Party or Owner, as agent or otherwise, unless expressly authorized to do so by separate written instrument signed by the Party or Owner to be charged or bound, except as otherwise specifically provided herein.

Section 7.11 Amendments. This Agreement may be amended at any time by a written document executed by all Consenting Parties; such amendment shall be recorded in the Office of the Recorder for Cook County, Illinois. Except as specified in the limited circumstances in Section 4.5, no consent or approval of the Owner of an Outparcel or any other Parcel shall be required for any amendment to this ECCR desired by the Consenting Parties. Developer, as present Owner of all Outparcels and other Developer Parcels, binds each Outparcel to this provision.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this ECCR as of the day and year first written above.

Signature Pages Follow

Chatham, Chicago, IL ECCR  
Wal-Mart Store #5781-00  
Amended & Restated ECCR 1.13.1

2215664v6/24989- 00041

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Chatham, Chicago, IL ECCR  
 Wal-Mart Store #5781-00  
 Lowe's Store #2301

WAL-MART REAL ESTATE BUSINESS TRUST

By: [Signature]  
 Name: Brian Hooper  
 Title: Vice President Real Estate

STATE OF ARKANSAS §  
 COUNTY OF BENTON §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Brian Hooper, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Wal-Mart Real Estate business trust a Delaware as VP of Wal-Mart Real Estate Business Trust and that (s)he executed the same as the act of such limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15 day of march, 2011.

LISA M. GARCIA  
 NOTARY PUBLIC-STATE OF ARKANSAS  
 WASHINGTON COUNTY  
 My Commission Expires May 01, 2017  
 Commission # 12360574

[Signature]  
 Notary Public  
Lisa M Garcia  
 (Printed Name)

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Chatham, Chicago, IL ECCR  
Wal-Mart Store #5781-00  
Lowe's Store #2301

W2005 CMK REALTY, L.L.C., by its Manager,  
MONROE ASSET MANAGEMENT LLC,

By: Thomas R. Brashtler  
Name: THOMAS R. BRASHTLER  
Its: MANAGER

STATE OF ILLINOIS §  
COUNTY OF COOK §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared THOMAS R. BRASHTLER, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of MONROE ASSET MANAGEMENT LLC, Illinois Limited Liability Company, as member of W2005 CMK Realty, LLC, and that (s)he executed the same as the act of such limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6<sup>th</sup> day of APRIL, 2011.

Liability Company

Michael Schertler  
Notary Public

(Printed Name)



Michael Schertler



# UNOFFICIAL COPY

## CONSENT AND RATIFICATION OF LENDER

The undersigned, Chatham Market Lender, LLC ("Lender") as beneficiary and mortgagee of the outstanding mortgage and security agreements (collectively, the "Mortgage") on the property described on Exhibit B attached hereto as the Developer Parcels, recorded in the Office of the Recorder of Deeds for Cook County, Illinois as Document 1100534083 hereby consents to the execution and recordation of this ECCR executed by W2005 CMK Realty, L.L.C., Lowe's Home Centers, Inc., and Wal-Mart Real Estate Business Trust Further, Lender agrees that it will not interrupt or disturb the use and enjoyment of the easements and rights granted pursuant to this ECCR. Lender agrees that the ECCR shall continue in full force and effect, without interruption, following any foreclosure or any deed given in lieu of foreclosure of the Mortgage affecting the property described in Exhibit B.

This Consent and Ratification is binding on the successors and assigns of Lender.

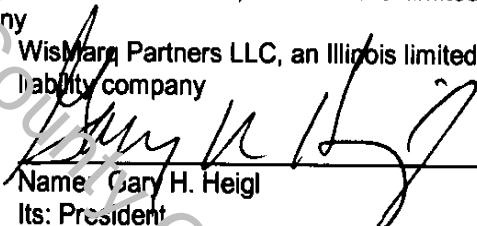
**CHATHAM MARKET LENDER LLC,**  
a Delaware limited liability company

MANAGING MEMBER

HMW CHICAGOLAND INVESTMENTS FUND, LLC, a  
Delaware limited liability company

Chicagoland Advisors LLC, a Delaware limited liability  
company

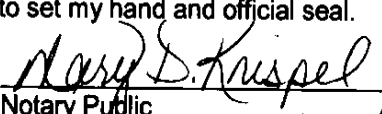
By: WisMarq Partners LLC, an Illinois limited  
liability company

By:   
Name: Gary H. Heigl  
Its: President

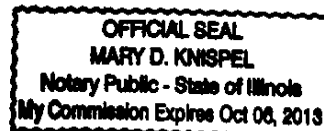
STATE OF ILLINOIS            )  
  ) ss  
COUNTY OF COOK            )

On the 6<sup>th</sup> day of April, 2011 before me, a notary public in and for the State and County aforesaid, personally appeared **Gary H. Heigl**, President of WisMarq Partners LLC, an Illinois limited liability company ("WisMarq"), the managing member of Chicagoland Advisors LLC, a Delaware limited liability company ("Chicagoland"), the managing member of HMW Chicagoland Investments Fund, LLC, a Delaware limited liability company ("HMW"), the Managing Member of **CHATHAM MARKET LENDER LLC**, a Delaware limited liability company ("Borrower"), who is known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person acted and executed the instrument on behalf WisMarq, in its capacity as the managing member of Chicagoland, in its capacity as the managing member of HMW, in its capacity as the managing member of Borrower.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
Notary Public  
Printed Name: Mary D. Knispel

My Commission Expires: 10-06-13



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Chatham, Chicago, IL ECCR  
Wal-Mart Store #5781-00  
Lowe's Store #2301

## EXHIBIT A

### LEGAL DESCRIPTION OF LOWE'S PARCEL

Lot 9 in Chatham Market Subdivision, being a subdivision in the Southwest Quarter and in the Southeast Quarter of Section 33, Township 38 North and in the Northeast Quarter of Section 4, Township 37 North all in Range 14, East of the Third Principal Meridian, in Cook County Illinois.

20-33-412-066

Property of Cook County Clerk's Office

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Chatham, Chicago, IL ECCR  
Wal-Mart Store #5781-00  
Lowe's Store #2301

## EXHIBIT A-1

### LEGAL DESCRIPTION OF WAL-MART PARCEL

Lots 10 and 11 in Chatham Market Subdivision, being a subdivision in the Southwest Quarter and in the Southeast Quarter of Section 33, Township 38 North and in the Northeast Quarter of Section 4, Township 37 North all in Range 14, East of the Third Principal Meridian, in Cook County Illinois.

20-33-405-013

20-33-405-014

Property of Cook County Clerk's Office

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Chatham, Chicago, IL ECCR  
Wal-Mart Store #5781-00  
Lowe's Store #2301

## EXHIBIT B

### LEGAL DESCRIPTION OF DEVELOPER PARCELS

Lots 1 through 8 and Lots 12 through 19 in Chatham Market Subdivision, being a subdivision in the Southwest Quarter and in the Southeast Quarter of Section 33, Township 38 North and in the Northeast Quarter of Section 4, Township 37 North all in Range 14, East of the Third Principal Meridian, in Cook County Illinois

- 20-33-412-001
- 20-33-412-002
- 20-33-412-003
- 20-33-412-004
- 20-33-405-010
- 20-33-405-011
- 20-33-405-012
- 20-33-405-013
- 20-33-405-014
- 20-33-405-015
- 20-33-405-016
- 20-33-405-017
- 20-33-405-018
- 20-33-405-019
- 20-33-405-020

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Chatham, Chicago, IL ECCR  
Wal-Mart Store #5781-00  
Lowe's Store #2301

EXHIBIT C

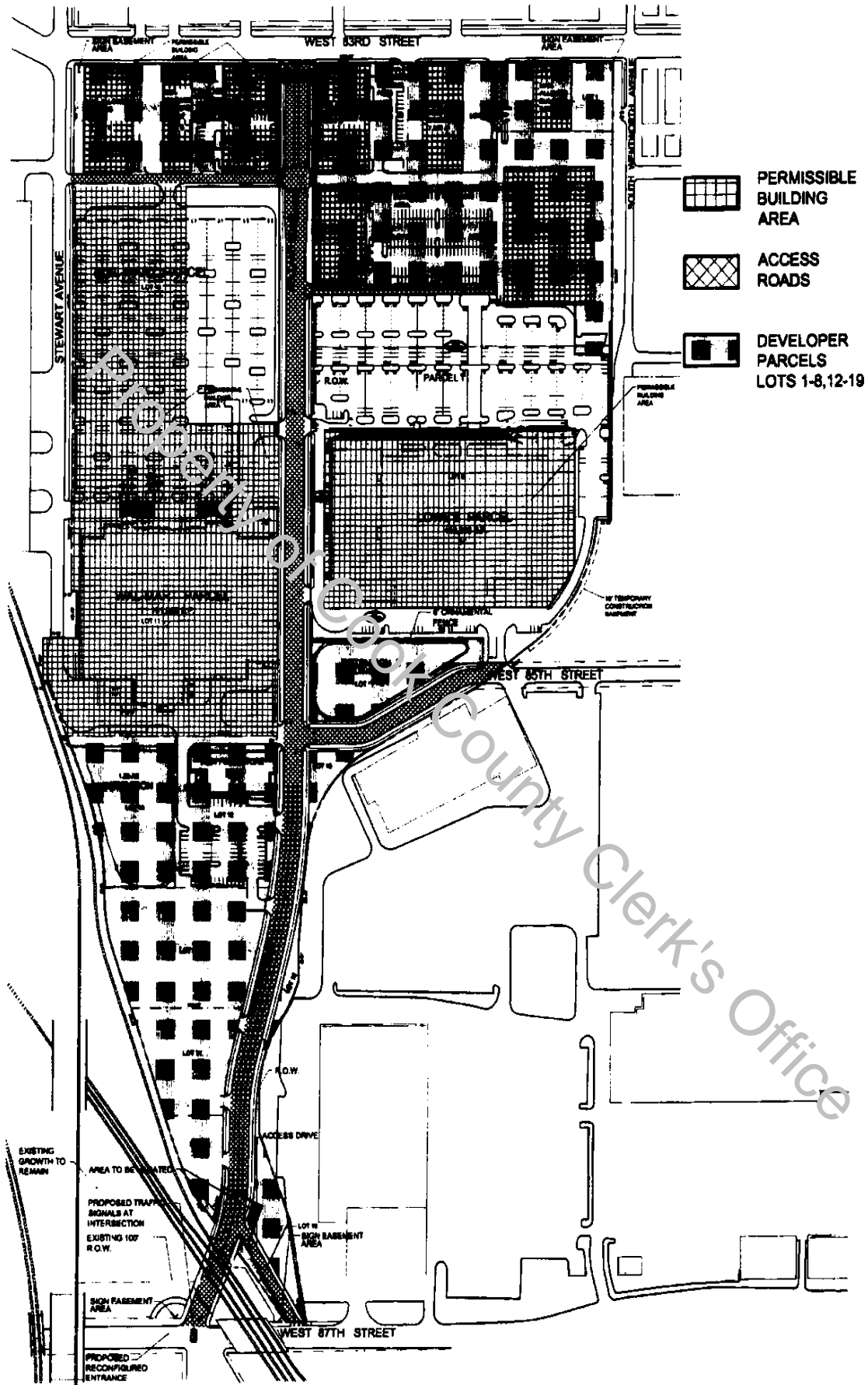
SITE PLAN FOR SHOPPING CENTER

See attached.

**COOK COUNTY**  
**RECORDER OF DEEDS**  
**SCANNED BY \_\_\_\_\_**

**COOK COUNTY**  
**RECORDER OF DEEDS**  
**SCANNED BY \_\_\_\_\_**

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SITE PLAN  
SCALE 1"=300'-0"



CHATHAM MARKET  
CHICAGO, ILLINOIS

AMENDED AND RESTATED ECCR EXHIBIT C



Otis Koglin Wilson  
Architects

DATE: 12.18.08

PROJECT NUMBER: 0504

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Chatham, Chicago, IL ECCR  
Wal-Mart Store #5781-00  
Lowe's Store #2301

**EXHIBIT D**

**SIGN EXHIBIT**

See attached.

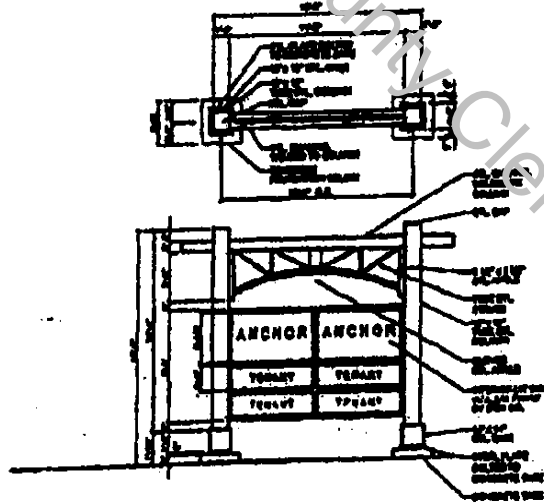
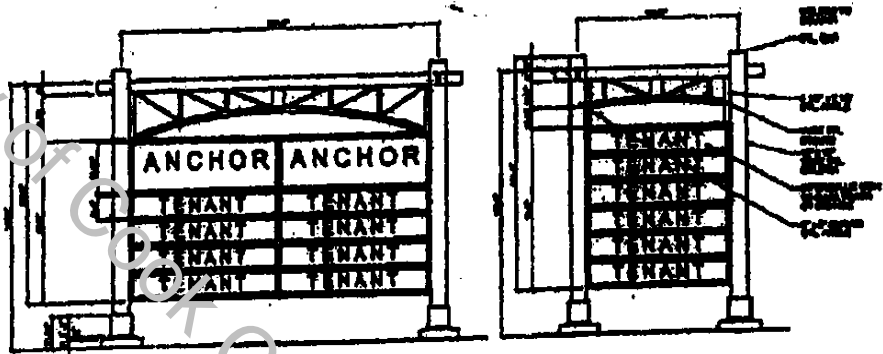
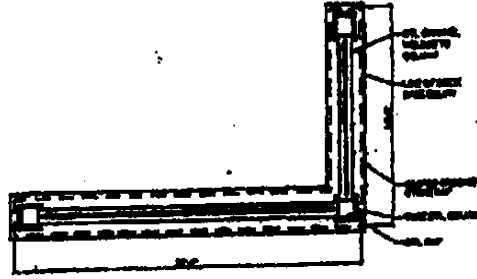
**COOK COUNTY**  
**RECORDER OF DEEDS**  
**SCANNED BY \_\_\_\_\_**

**COOK COUNTY**  
**RECORDER OF DEEDS**  
**SCANNED BY \_\_\_\_\_**

Property of Cook County Clerk's Office

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SKETCH FACE DIVISION TO BE DETERMINED

DETAIL PLAN

MONUMENT SIGNS  
SCALE: 1/8"=1'-0"



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Chatham, Chicago, IL ECCR  
Wal-Mart Store #5781-00  
Lowe's Store #2301

## EXHIBIT E

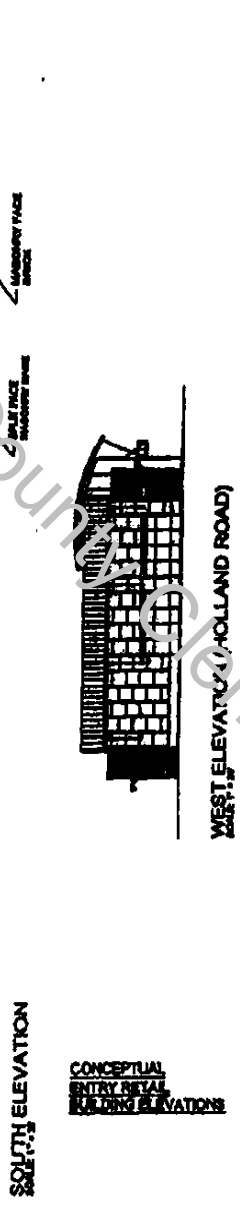
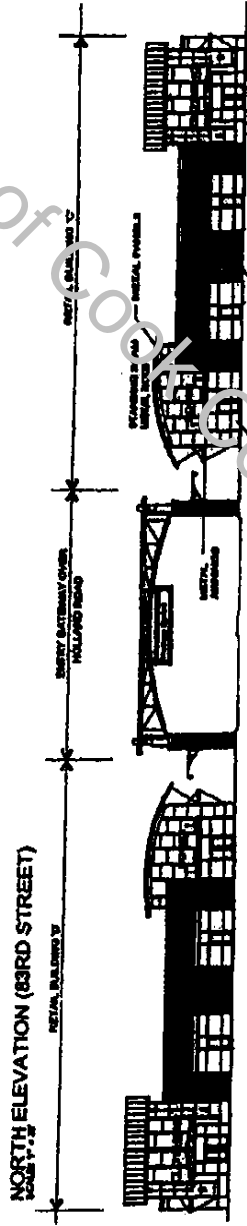
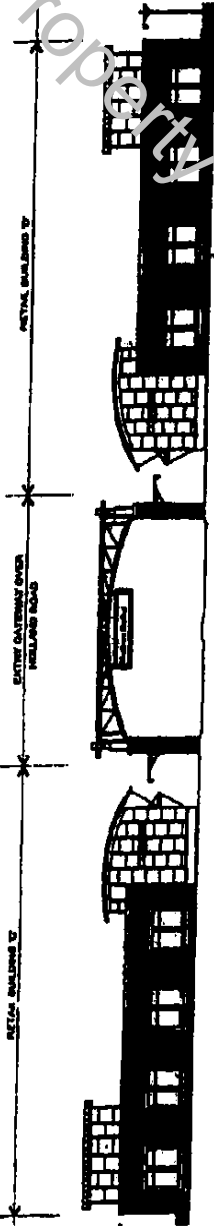
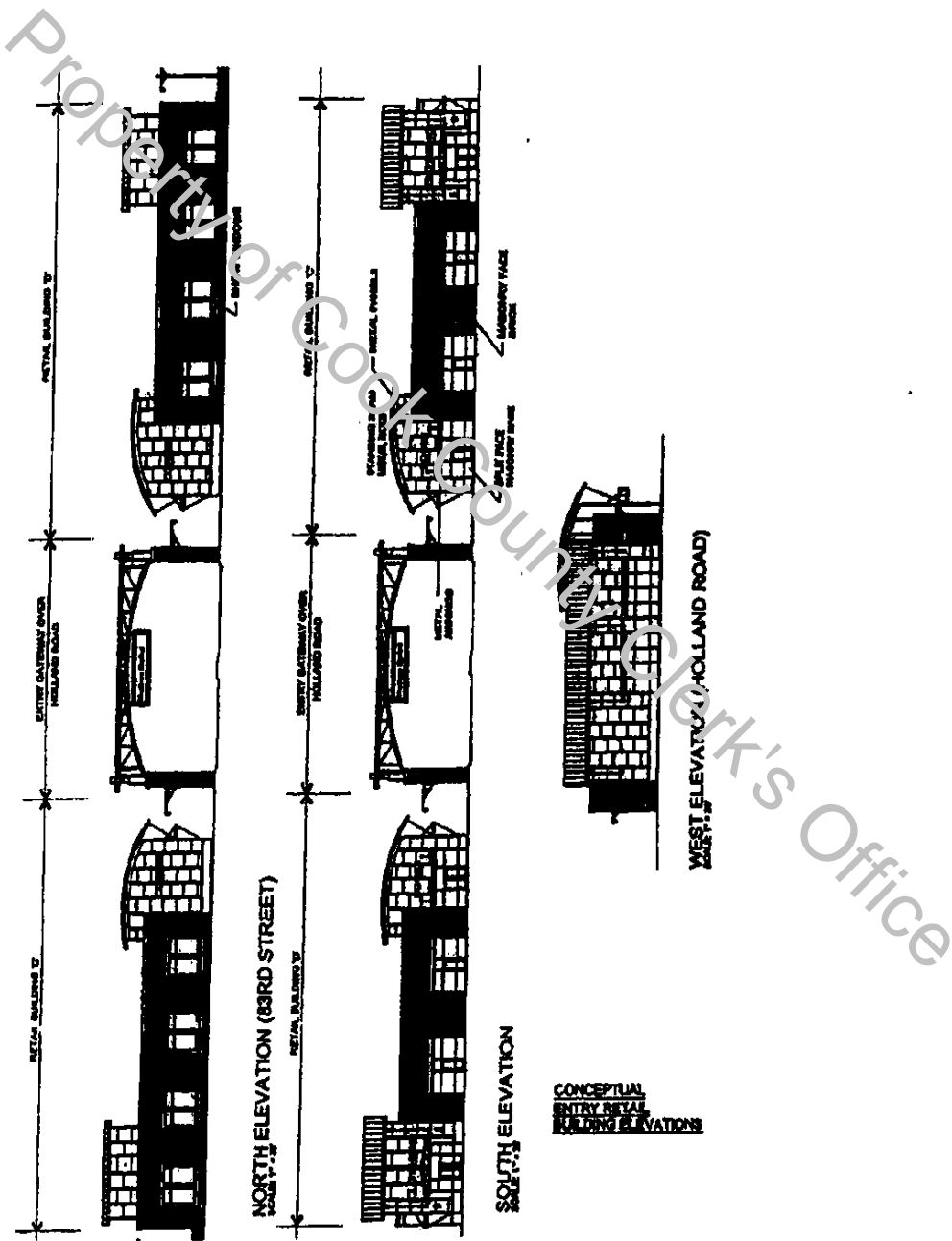
### APPROVED EXTERIOR ELEVATIONS

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

Property of Cook County Clerk's Office

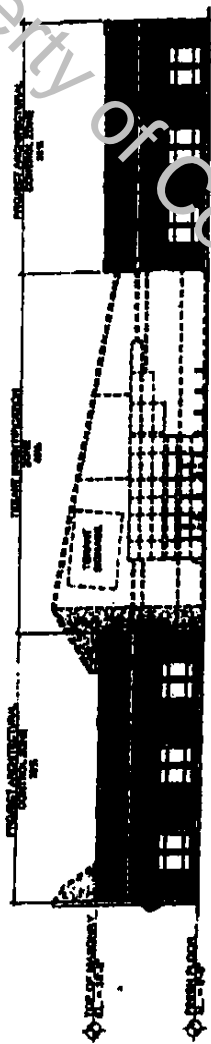
# UNOFFICIAL COPY



CONCEPTUAL  
ENTRY DETAIL  
AND FACADE ELEVATIONS

# UNOFFICIAL COPY

Property of Cook County Clerk's Office



FRONT ELEVATION



SIDE ELEVATION

CONCEPTUAL RETAIL  
BUILDING ELEVATIONS

# UNOFFICIAL COPY



Lowe's Elevation



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Chatham, Chicago, IL ECCR  
Wal-Mart Store #5781-00  
Lowe's Store #2301

## SCHEDULE 1

### CHATHAM MARKET – EXEMPT RETAILERS / LOWE'S EXCLUSIVES

1. Radio Shack
2. Game Stop
3. CDW
4. Apple
5. Microsoft
6. Best Buy
7. Office Depot
8. Office Max
9. Staples
10. Sprint
11. Verizon
12. AT&T
13. Boost Mobile
14. Cricket
15. Cellular One
16. Pier One
17. CB2
18. Hallmark
19. Michael's
20. Pottery Barn
21. J.C. Penney
22. Walmart Express
23. Ashley Furniture
24. Harlem Furniture
25. Bed Bath & Beyond
26. Oreck Vacuum
27. Hoover Vacuum
28. Party City
29. Macy's
30. Cost Plus World Market
31. Goodwill
32. Savers