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Doc#: 1233333127 Fee: \$78.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/28/2012 01:29 PM Pg: 1 of 21

8851259 LMT D1

Prepared By:
Brad Rogers
Wal-Mart Realty
2001 S.E. 10th Street
Bentonville, AR 72712-0550
(479) 204-2655

Property of Cook County Clerk's Office

RETAIL TRUST IV
PROPERTY NO: 1938
COUNTY: Cook
STATE: Illinois

AMENDMENT TO GROUND LEASE, LEASE, INDENTURE, SUPPLEMENTAL INDENTURE, TAX INDEMNITY AND TITLE AGREEMENT

This AMENDMENT TO GROUND LEASE, LEASE, INDENTURE, SUPPLEMENTAL INDENTURE, TAX INDEMNITY AND TITLE AGREEMENT (this "Amendment"), dated effective July 27, 2012, is entered into among **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust ("Wal-Mart"), having a mailing address of 2001 S.E. Tenth Street, Bentonville, Arkansas 72716, **RETAIL TRUST IV**, a Delaware statutory trust ("Retail Trust IV"), having a mailing address of c/o Wilmington Trust Company, Rodney Square North, 1100 N. Market Street, Wilmington, Delaware 19890-0001, Attn: Corporate Trust Administration, **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, a national banking association, as successor to J.P. Morgan Trust Company, National Association, a national banking association, successor in interest to Bank One Trust Company, N.A., a national banking association (Bank One Trust Company, N.A. being successor in interest to The First National Bank of Chicago, a national banking association), and **J. MORAND**, as successor in interest to L. Dillard, not individually, but solely as indenture trustees (collectively, the "Indenture Trustees"), each having a mailing address of 2 North LaSalle Street, Suite 1020, Chicago, Illinois 60602, Attention: Corporate Finance Group. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease (as hereinafter defined).

Box 400-CTCC

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WHEREAS, Wal-Mart Stores, Inc., a Delaware corporation (the "Company"), as Ground Lessor, and Retail Trust IV, as Ground Lessee, entered into that certain Ground Lease dated as of November 1, 1994 (as amended from time to time, the "Ground Lease") covering certain real property of the Company (the "Premises"), a memorandum of which was recorded on November 15, 1994 as Document Number 94970980, in the Records of Cook County, Illinois (the "Memorandum of Ground Lease"). The Premises includes all of the Company's right, title and interest in, to and under 23 separate parcels of land, including certain real property located in Bedford Park, Cook County, Illinois, upon which the Company's Store No. 1938 is located (the "Bedford Park Premises"), legally described on Exhibit A-1 attached hereto and made a part hereof;

WHEREAS, Retail Trust IV, as Lessor, and the Company, as Lessee, entered into that certain Lease dated as of November 1, 1994 (as amended and modified from time to time, the "Lease") covering the Premises and improvements located thereon, a memorandum of which was recorded on November 15, 1994 as Document Number 94970981, in the Records of Cook County, Illinois (the "Memorandum of Lease"). The Bedford Park Premises plus the improvements thereon shall be referred to herein as the "Bedford Park Unit" as more particularly described in the Memorandum of Lease;

WHEREAS, Retail Trust IV and the Indenture Trustees entered into that certain Indenture dated as of November 1, 1994 (as amended and modified from time to time, the "Indenture") covering the Bedford Park Unit;

WHEREAS, Retail Trust IV and the Indenture Trustees entered into that certain Mortgage, Leasehold Mortgage, Deed of Trust, Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Supplemental Indenture dated November 10, 1994 (as amended from time to time, the "Supplemental Indenture"), recorded on November 15, 1994 as Document Number 94970982, in the Records of Cook County, Illinois;

WHEREAS, the Company and FHL SPC One, Inc. entered into that certain Tax Indemnity dated as of November 1, 1994, and the Company and First Chicago Leasing Corporation entered into that certain Tax Indemnity dated November 1, 1994 (as amended from time to time, collectively, the "Tax Indemnity");

WHEREAS, the Company and Retail Trust IV entered into that certain Supplemental Warranty of Title Agreement - Retail Trust IV dated as of November 1, 1994 covering 23 separate properties, including the Bedford Park Unit (as amended from time to time, the "Title Agreement");

WHEREAS, the Company assigned its interest with respect to the Bedford Park Unit in the Ground Lease, the Lease and the Title Agreement to Wal-Mart pursuant to an Assignment and Assumption of Leases dated October 31, 1996;

WHEREAS, Wal-Mart has acquired land adjacent to the Bedford Park Unit ("Additional Parcel") legally described on Exhibit A-2 attached hereto;

WHEREAS, Wal-Mart has elected to exercise its right under Section 12 of the Lease to expand the Bedford Park Unit, which expansion will include the Additional Parcel;

WHEREAS, upon completion of the expansion the land upon which the expanded Bedford Park Unit is located will consist of a single platted lot (the "Platted Lot"), legally described on Exhibit B attached hereto and made a part hereof.

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WHEREAS, the parties wish to substitute the legal description of the Platted Lot attached hereto as Exhibit B, in each Operative Document and the Supplemental Indenture, so that the Bedford Park Unit shall consist of the Bedford Park Premises and the Additional Parcel, all in order to allow Wal-Mart to exercise its alteration right under Section 12 of the Lease;

WHEREAS, the alterations will included construction of additional improvements on the Bedford Park Premises and the Additional Parcel;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. The Ground Lease, including the option to purchase thereunder, is hereby amended to delete the legal description of the Bedford Park Unit on Exhibit A thereto and replace it with the legal description of the Platted Lot as set forth on the attached Exhibit B, and "Premises," as used in the Ground Lease shall thereafter mean the Bedford Park Premises, together with the Additional Parcel, commonly known as the Expanded Bedford Park Premises.
2. The Lease is hereby amended to delete the legal description of the Bedford Park Unit on Exhibit A thereto and to replace it with the legal description of the Platted Lot as set forth on the attached Exhibit B, and "Premises," as used in the Lease, shall thereafter mean the Bedford Park Premises, together with the Additional Parcel, commonly known as the Expanded Bedford Park Premises.
3. To the extent applicable, the Indenture is hereby amended to reflect the substitution of the legal description of the Platted Lot for the Bedford Park Premises.
4. To the extent applicable, the Tax Indemnity is hereby amended to reflect the substitution of the legal description of the Platted Lot for the Bedford Park Premises.
5. The Title Agreement is hereby amended as follows:
 - (i) The legal description of the Bedford Park Unit on Exhibit A to Schedule A of Exhibit 9 of the Title Agreement shall be amended to delete the legal description of the Bedford Park Premises and to replace it with the legal description of the Platted Lot as set forth on the attached Exhibit B, and "Premises," as used in the Title Agreement, shall thereafter mean the Bedford Park Premises, together with the Additional Parcel, commonly known as the Expanded Bedford Park Premises;
 - (ii) Paragraph 5, "The Applicable Survey," of Schedule A to Exhibit 9 shall hereinafter refer to the Survey made by Manhard Consulting, Ltd., dated February 10, 2011, last updated August 11, 2011, Job No. WALCH 16/060224; and
 - (iii) The exceptions from coverage listed on Schedule B to Exhibit 9 shall be revised and superseded to include the Permitted Encumbrances for the Bedford Park Premises as set forth on the attached Exhibit C.
6. Wal-Mart represents and warrants to Retail Trust IV and the Indenture Trustees that, based on Wal-Mart's knowledge, that the Additional Parcel, described in Exhibit A-2, and the Platted Lot described in Exhibit B are free and clear of all liens and encumbrances other than the permitted encumbrances and the matters set forth on Exhibit C attached hereto and made a part hereof.

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7. In accordance with Section 12 of the Lease, Wal-Mart covenants to Retail Trust IV that: (a) such alterations and additional improvements shall be at Wal-Mart's expense as provided for in the Operative Documents; and (b) upon completion, the alterations and new improvements will: (i) be in accordance with all Legal Requirements; (ii) not materially reduce the Unit Value or remaining useful life of the Bedford Park Unit below its Unit Value and remaining useful life immediately prior to such alterations, assuming the Bedford Park Unit has been maintained in accordance with the terms of the Lease; and (iii) not cause the Bedford Park Unit to become Limited Use Property.
8. In accordance with Section 12 of the Lease, Wal-Mart covenants to Retail Trust IV that upon completion of construction of the alterations and new improvements, Wal-Mart shall provide Retail Trust IV a VP Certificate that the alterations and new improvements do not materially reduce the Unit Value or remaining useful life of the Bedford Park Unit below its Unit Value and remaining useful life immediately prior to such alteration, assuming the Bedford Park Unit has been maintained in accordance with the terms of the Lease.
9. All references to the Bedford Park Unit in Paragraphs 8 and 9 include the Bedford Park Premises and the Additional Parcel.
10. In accordance with Section 12 of the Lease, title to the nonseverable alterations and new improvements shall vest in Retail Trust IV upon construction and/or installation and shall constitute part of the Improvements.
11. Except as specifically amended and modified by this Amendment, the Operative Documents shall remain in full force and effect. All references in the Operative Documents to the Operative Documents shall be deemed to be references to the Operative Documents, as amended to date in accordance with their respective terms, as amended hereby, and as same may be amended, modified or supplemented from time to time in accordance with their respective terms. To the extent of any inconsistencies between this Amendment and the Operative Documents, the terms, provisions and conditions of this Amendment shall control.
12. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.
13. It is expressly understood and agreed by the parties that (a) this document is executed and delivered by Wilmington Trust Company or William J. Wade, as applicable, not individually or personally, but solely as Owner Trustees, in the exercise of the powers and authority conferred and vested in them, pursuant to the Trust Agreement, (b) each of the representations, undertakings and agreements herein made on the part of Retail Trust IV is made and intended not as personal representations, undertakings and agreements by Wilmington Trust Company or William J. Wade, as applicable, but is made and intended for the purpose for binding only Retail Trust IV, (c) nothing herein contained shall be construed as creating any liability on Wilmington Trust Company or William J. Wade, as applicable, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any person claiming by, through or under the parties hereto, and (d) under no circumstances shall Wilmington Trust Company or William J. Wade, as applicable, be personally liable for the payment of any indebtedness or expenses of Retail Trust IV or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by Retail Trust IV under this Supplement or any other related documents.

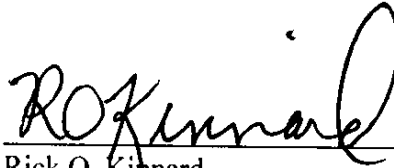
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IN WITNESS WHEREOF, the undersigned have executed this Amendment to be effective as of the date first above written, pursuant to proper authority duly granted.

WAL-MART REAL ESTATE BUSINESS TRUST,
a Delaware statutory trust

By:



Name: Rick O. Kinnard

Title: Vice President

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RETAIL TRUST IV,
a Delaware statutory trust

By: Wilmington Trust Company, a Delaware trust company, not in its individual capacity, but solely as Corporate Owner Trustee for Retail Trust IV created under a Trust Agreement dated as of November 1, 1994

By: *Jacqueline E. Solone*
Name: _____
Title: Jacqueline E. Solone
Assistant Vice President

By: _____
William J. Wade, not in his individual capacity, but solely as Individual Owner Trustee for Retail Trust IV created under a Trust Agreement dated as of November 1, 1994


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RETAIL TRUST IV,
a Delaware statutory trust

By: Wilmington Trust Company, a Delaware trust company, not in its individual capacity, but solely as Corporate Owner Trustee for Retail Trust IV created under a Trust Agreement dated as of November 1, 1994

By: _____
Name: _____
Title: _____

By: 
William J. Wade, not in his individual capacity, but solely as Individual Owner Trustee for Retail Trust IV created under a Trust Agreement dated as of November 1, 1994

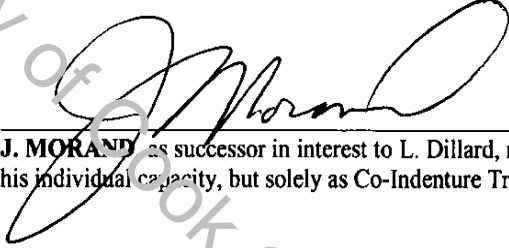
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THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,

a national banking association, as successor to J.P. Morgan Trust Company, National Association, a national banking association, not in its individual capacity, but solely as Corporate Indenture Trustee

By: 
Name: R. Tamas
Title: Vice President


J. MORAND as successor in interest to L. Dillard, not in his individual capacity, but solely as Co-Indenture Trustee

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STATE OF ARKANSAS)
) SS.
COUNTY OF BENTON)

I, Ronda Gail Carroll, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RICK O. KINNARD, personally known to me to be the VICE PRESIDENT of **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President of such statutory trust, he signed and delivered the said instrument pursuant to authority given by the trust agreement of said statutory trust as his free and voluntary act and as the free and voluntary act and deed of said statutory trust, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 20th day of July, 2012.

Ronda Gail Carroll
Notary Public

My Commission Expires:

06/03/22

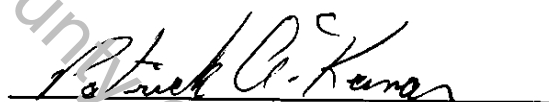


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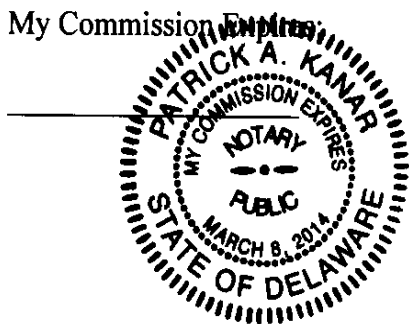
STATE OF DELAWARE)
) SS.
 COUNTY OF NEW CASTLE)

Know all men by these presents that before me, the below-named Notary Public in and for the State and County named above duly commissioned to take acknowledgments, there personally appeared Jacqueline Sullivan who is personally known to me to be a person who signed the legal instrument to which this acknowledgment is attached and which was produced to me in the State and County aforesaid, and being by me first duly sworn he/she did acknowledge before me, depose and say to me that he/she is a DVP of WILMINGTON TRUST COMPANY, a Delaware trust company, not in its individual capacity, but solely as Corporate Owner Trustee for RETAIL TRUST IV, a Delaware statutory trust, created under a Trust Agreement dated as of November 1, 1994, named as one of the parties to the aforementioned legal instrument; that he/she had signed the same as the trustee and on behalf of such statutory trust; that he/she had signed his/her name thereto on behalf of said statutory trust in such capacity by like order; and that the execution of said legal instrument was the free and voluntary act and deed of said trust for the consideration, purposes, and uses set forth in such legal instrument.

GIVEN under my hand and official seal this 29 day of July, 2012.



 Notary Public



PATRICK A. KANAR
 NOTARY PUBLIC
 STATE OF DELAWARE
 My Commission Expires 03-08-2014

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STATE OF DELAWARE)
) SS.
 COUNTY OF NEW CASTLE)

Know all men by these presents that before me, the below-named Notary Public in and for the State and County named above, duly commissioned to take acknowledgments, there personally appeared **WILLIAM J. WADE**, who is personally known to me to be a person who signed the legal instrument to which this acknowledgment is attached and which was produced to me in the State and County aforesaid, and being by me first duly sworn, did acknowledge before me, depose and say to me that he is the Individual Owner Trustee for RETAIL TRUST IV, a Delaware statutory trust created under a Trust Agreement dated as of November 1, 1994, named as one of the parties to the aforementioned legal instrument; that he had signed the same, not in his individual capacity, but solely as Individual Owner Trustee of such statutory trust; that he had signed his name thereto on behalf of said statutory trust in such capacity by like order; and that the execution of said legal instrument was the free and voluntary act and deed of said trust for the consideration, purposes and uses set forth in such legal instrument.

GIVEN under my hand and official seal this 24th day of July, 2012.

Anita F. Garvey

 Notary Public

My Commission Expires:

ANITA F. GARVEY
 Notary Public - State of Delaware
 My Comm. Expires Aug. 18, 2012

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STATE OF ILLINOIS)
COUNTY OF Cook)

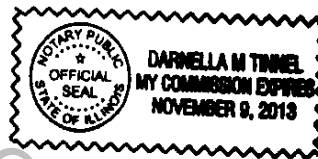
I Darnella M. Tinnel, a notary public in and for said County, in the State aforesaid, do hereby certify that **J. MORAND**, as successor in interest to L. Dillard, not in his individual capacity, but solely as Co-Indenture Trustee under the Indenture dated November 1, 1994, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she signed and delivered as his/her free and voluntary act and deed of the Co-Indenture Trustee for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 27th day of July, 2012.

Darnella M. Tinnel
Notary Public

My Commission Expires:

November 9, 2013



Prepared by and when recorded return to:

Brad Rogers
Wal-Mart Realty
2001 S.E. 10th Street
Bentonville, AR 72712

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STATE OF ILLINOIS)
)
COUNTY OF Cook)

Know all men by these presents that before me, the below-named Notary Public in and for the State and County named above duly commissioned to take acknowledgments, there personally appeared R. Tamas, who is personally known to me to be a person who signed the legal instrument attached hereto, which was produced to me in the State and County aforesaid, and being by me first duly sworn he/she did acknowledge before me, depose and say to me that he/she is a Vice President of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, as successor to J.P. Morgan Trust Company, National Association, a national banking association, not in its individual capacity, but solely as Corporate Indenture Trustee under the Indenture dated as of November 1, 1994, named as one of the parties to the aforementioned legal instruments; that he/she had signed the same in the name of and on behalf of such national banking association in such capacity by the authority, order and resolution of its Board of Directors; that he/she had signed his/her name thereto on behalf of said corporation in such capacity by like order; and that the execution of said legal instruments was the free and voluntary act and deed of said national banking association in such capacity for the consideration, purposes, and uses set forth in such legal instruments.

GIVEN under my hand and official seal this 27th day of July, 2012.

Darnella M. Sewel
Notary Public

My Commission Expires:

November 9, 2013



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EXHIBIT A-1

LEGAL DESCRIPTION OF BEDFORD PARK UNIT

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SAID SOUTHEAST 1/4; THENCE NORTH 90 DEGREES WEST UPON THE SOUTH LINE OF SAID SOUTHEAST 1/4 175.54 FEET; THENCE NORTH 00 DEGREES, 09 MINUTES, 53 SECONDS WEST UPON A LINE WHICH LIES 175.54 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SAID SOUTHEAST 1/4, 445.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 445.00 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 21, TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES, 09 MINUTES 53 SECONDS WEST, PARALLEL WITH THE EAST LINE OF THE SAID SOUTH EAST 1/4, 550.00 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4, 691.47 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SOUTHEAST 1/4, 135.81 FEET; THENCE NORTH 53 DEGREES, 45 MINUTES, 33 SECONDS EAST, 97.63 FEET; THENCE SOUTH 89 DEGREES, 10 MINUTES, 54 SECONDS WEST, 85.95 FEET; THENCE SOUTHWESTERLY, THE FOLLOWING 5 COURSES, 20.00 FEET SOUTHEASTERLY OF AND PARALLEL OR CONCENTRIC TO, THE EXISTING CENTERLINE OF A SWITCH TRACK, THENCE SOUTH 53 DEGREES 45 MINUTES, 33 SECONDS WEST, 242.98 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 289.79 FEET; THENCE SOUTHWESTERLY UPON SAID CURVE 113.12 FEET TO ITS POINT OF TANGENT; THENCE SOUTH 30 DEGREES, 12 MINUTES, 23 SECONDS WEST, 311.78 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 399.13 FEET; THENCE SOUTHWESTERLY UPON SAID CURVE 136.43 FEET TO ITS POINT OF TANGENT; THENCE SOUTH 03 DEGREES, 43 MINUTES, 59 SECONDS EAST, 14.74 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTH 445.00 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4, 1184.60 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SAID SOUTHEAST 1/4; THENCE NORTH 90 DEGREES WEST UPON THE SOUTH LINE OF SAID SOUTHEAST 1/4, 175.54 FEET; THENCE NORTH 00 DEGREES, 09 MINUTES, 53 SECONDS WEST UPON A LINE WHICH LIES 175.54 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SAID SOUTHEAST 1/4, 865.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH ON THE LAST DESCRIBED LINE 170.00 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4, 192.00 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SOUTHEAST 1/4, 130.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4, 192.37 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: Detention Parcel

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT-OF-WAY (SAID LINE ALSO BEING 175 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 21) 1358.38 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 21; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 93 DEGREES 43 MINUTES 59 SECONDS FROM EAST TO NORTH WITH THE LAST DESCRIBED LINE, A DISTANCE OF 201.21 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX WESTERLY HAVING A RADIUS OF 444.13 FEET AN ARC DISTANCE OF 51.83 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE, SAID LINE BEING 25 FEET SOUTHEASTERLY OF THE CENTERLINE OF A SWITCH TRACK AND FORMING AN ANGLE OF 117 DEGREES 17 MINUTES 01 SECONDS FROM EAST TO SW WITH THE RADIAL LINE OF THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 136.17 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG SAID CURVED LINE CONVEX SOUTHEASTERLY HAVING A RADIUS OF 509.39 FEET, A DISTANCE OF 333.03 FEET TO A POINT ON THE SAID NORTH LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT-OF-WAY; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 334 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Att. 19-21-400-040,049,054

7000 S. Cicero Ave
Bedford Park, IL

EXHIBIT A-2

AMENDMENT TO GROUND LEASE, LEASE, INDENTURE, SUPPLEMENTAL INDENTURE,
TAX INDEMNITY AND TITLE AGREEMENT
BEDFORD PARK, COOK COUNTY, ILLINOIS - Page 1

UNOFFICIAL COPY**EXHIBIT A-2****LEGAL DESCRIPTION OF ADDITIONAL PARCEL**

THE NORTH 270.00 FEET OF THE SOUTH 445.00 FEET OF THE WEST 1,160.00 FEET OF THE EAST 1,335.54 FEET OF THE SOUTH EAST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID SOUTHEAST QUARTER: THENCE SOUTH 88 DEGREES 31 MINUTES 57 SECONDS WEST UPON THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 175.54 FEET, THENCE NORTH 01 DEGREES 37 MINUTES 08 SECONDS WEST UPON A LINE WHICH LIES 175.54 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SAID SOUTHEAST QUARTER, A DISTANCE OF 445.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 445.00 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 21, TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 31 MINUTES 57 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 325.00 FEET; THENCE SOUTH 01 DEGREE 28 MINUTES 03 SECONDS EAST ALONG A LINE PERPENDICULAR WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 189.50 FEET, THENCE SOUTH 88 DEGREES 31 MINUTES 57 SECONDS WEST ALONG A LINE PARALLEL WITH AND 189.50 FEET SOUTH OF SAID NORTH LINE OF THE SOUTH 445 FEET OF THE SOUTHEAST QUARTER, A DISTANCE OF 763.60 FEET; THENCE NORTH 01 DEGREE 28 MINUTES 03 SECONDS WEST ALONG A LINE PERPENDICULAR WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 189.50 FEET TO THE SAID NORTH LINE; THENCE SOUTH 88 DEGREES 31 MINUTES 57 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 71.41 FEET TO THE LINE PARALLEL WITH AND 1334.54 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 01 DEGREE 37 MINUTES 08 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 270.00 FEET TO A LINE BEING PARALLEL WITH AND 175.54 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER, SAID LINE ALSO BEING THE NORTH LINE OF A COMMONWEALTH EDISON EASEMENT RIGHT-OF-WAY, THENCE NORTH 88 DEGREES 31 MINUTES 57 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 1,160.00 FEET TO SAID LINE LYING PARALLEL WITH AND 175.54 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER, THENCE NORTH 01 DEGREE 37 MINUTES 08 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 270.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

19-21-400-040, 049, 054

7000 S. Cicero Ave.
Bedford Park, IL

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EXHIBIT B

LEGAL DESCRIPTION OF PLATTED LOT

Lot 1 and Lot 2 in Wal-Mart Bedford Park, a subdivision of part of the Southeast Quarter of Section 21, Township 38 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded on November 2, 2012, as Document No. 1230729044, in Cook County, Illinois.

Property of Cook County Clerk's Office

19-21-400-040, 049, 059

7000 S. Cicero Ave.

Bedford Park, IL

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EXHIBIT C

PERMITTED ENCUMBRANCES

1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.
4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
5. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.
6. IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:
 - A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY;
 - B. A PROPERLY EXECUTED ALTA STATEMENT;
7.
 1. TAXES FOR THE YEAR(S) 2010 AND 2011
2011 TAXES ARE NOT YET DUE OR PAYABLE.
 - 1A. NOTE: 2010 FIRST INSTALLMENT WAS DUE APRIL 01, 2011.
NOTE: 2010 FINAL INSTALLMENT NOT YET DUE OR PAYABLE

PERM TAX#	PCL	YEAR	1ST INST STAT
19-21-400-040-0000	1 OF 3	2010	\$197,177.89 PAID
19-21-400-049-0000	2 OF 3	2010	\$412,556.53 PAID
19-21-400-054-0000	3 OF 3	2010	NOT BILLED
8. MORTGAGE, LEASEHOLD MORTGAGE, DEED OF TRUST, LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND SUPPLEMENTAL INDENTURE DATED AS OF NOVEMBER 10, 1994 AND RECORDED NOVEMBER 15, 1994 AS DOCUMENT NO. 94970982, MADE BY WILLIAM J. WADE, AS TRUSTEE OF RETAIL TRUST IV, A DELAWARE BUSINESS TRUST CREATED UNDER TRUST AGREEMENT DATED AS OF NOVEMBER 1, 1994, TO THE FIRST NATIONAL BANK OF CHICAGO, NATIONAL ASSOCIATION, AND L. DILLARD, TO SECURE NOTES IN THE AMOUNT OF \$2,935,569.00 AND \$2,354,537.00.
10. SHORT FORM OF GROUND LEASE MADE BY WAL-MART STORES, INC., TO WILLIAM J. WADE, AS OWNER TRUSTEE OF RETAIL TRUST IV, CREATED UNDER TRUST AGREEMENT DATED AS OF NOVEMBER 1, 1994, DATED NOVEMBER 1, 1994 AND RECORDED NOVEMBER 15, 1994 AS DOCUMENT NO. 94970980, DEMISING THE LAND FOR A TERM OF YEARS BEGINNING NOVEMBER 10, 1994 AND ENDING JANUARY 2, 2050,

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AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH, OR UNDER SAID LESSEE.

11. TERMS AND PROVISIONS OF AN OPTION TO PURCHASE THE LAND IN FAVOR OF WILLIAM J. WADE, AS TRUSTEE OF RETAIL TRUST IV, CREATED UNDER TRUST AGREEMENT DATED AS OF NOVEMBER 1, 1994, AS CONTAINED IN THE INSTRUMENT RECORDED NOVEMBER 15, 1994 AS DOCUMENT NO. 94970980.
12. SHORT FORM OF LEASE MADE BY WILLIAM J. WADE, AS TRUSTEE OF RETAIL TRUST IV, CREATED UNDER TRUST AGREEMENT DATED AS OF NOVEMBER 1, 1994, TO WAL-MART STORES, INC., DATED NOVEMBER 1, 1994 AND RECORDED NOVEMBER 15, 1994 AS DOCUMENT NO. 94970981, DEMISING THE LAND FOR A TERM OF YEARS BEGINNING NOVEMBER 10, 1994 AND ENDING JANUARY 2, 2015, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH, OR UNDER SAID LESSEE.
13. TERMS AND PROVISIONS OF AN OPTION TO PURCHASE THE LAND IN FAVOR OF WAL-MART STORES, INC. AS CONTAINED IN THE INSTRUMENT RECORDED NOVEMBER 15, 1994 AS DOCUMENT NO. 94970981.
14. TERMS, POWERS, PROVISIONS AND LIMITATIONS OF THE TRUST UNDER WHICH TITLE TO THE LAND IS HELD.
15. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS, LATERALS AND UNDERGROUND PIPES, IF ANY.
16. RIGHTS, IF ANY, OF PUBLIC AND QUASI-PUBLIC UTILITIES IN THE LAND.
17. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.
18. THE LIEN OF SPECIAL SERVICE AREA TAXES, PURSUANT TO 35 ILCS 200/27-5 ET SEQ., ARISING FROM SPECIAL SERVICE AREA ORDINANCES, IF ANY, RECORDED DURING THE TITLE "GAP" PERIOD. IN ORDER TO DELETE THIS EXCEPTION, THE COMPANY SHOULD BE FURNISHED A STATEMENT FROM THE MUNICIPALITY IN WHICH THE LAND IS LOCATED WHICH INDICATES WHETHER THE LAND LIES WITHIN THE BOUNDARIES OF ANY SPECIAL SERVICE AREA PURSUANT TO AN ORDINANCE RECORDED SUBSEQUENT TO THE EFFECTIVE DATE OF THIS COMMITMENT.
19. RIGHTS OF WAY FOR RAILROAD SWITCH AND SPUR TRACKS, IF ANY.
20. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.
21. RIGHTS OF ADJOINING OWNERS TO THE UNINTERRUPTED FLOW OF ANY STREAM WHICH MAY CROSS THE PREMISES.
22. WATER MAIN LOCATED APPROXIMATELY 23 FEET WEST OF THE WEST EDGE OF THE PRIVATE ROAD RUNNING ALONG THE EAST LINE OF THE LAND.
23. PERPETUAL EASEMENT CREATED BY GRANT TO CHICAGO AND WESTERN INDIANA RAILROAD COMPANY, A CORPORATION OF ILLINOIS AND THE BELT RAILWAY COMPANY OF CHICAGO, A CORPORATION OF ILLINOIS, TO THE PUBLIC SERVICE COMPANY OF

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NORTHERN ILLINOIS, A CORPORATION OF ILLINOIS DATED DECEMBER 29, 1952 AND RECORDED JANUARY 5, 1953 AS DOCUMENT 15518626, FOR EVERY AND ANY CORPORATE PURPOSE OF THE GRANTEE RELATING TO SUPPLYING OF ELECTRICITY AND GAS NOT INCONSISTENT OR CONFLICTING WITH THE EXPRESS RESERVATION TO THE GRANTORS THEREIN CONTAINED AS FOLLOWS:

"GRANTORS EXPRESSLY RESERVE TO THEMSELVES, THEIR SUCCESSORS, GRANTEES, LESSEES AND ASSIGNS, THE RIGHT TO CONSTRUCT, RELOCATE, MAINTAIN, REMOVE AND OPERATE AT LOCATIONS AND IN SUCH MANNER AS MAY BE MUTUALLY AGREED UPON BY GRANTORS AND GRANTEES, RAILROAD TRACKS, PRIVATE ROADS, CONDUITS, SEWER, WATER MAINS, CULVERTS AND OPEN DITCHES IN, UPON, OVER OR UNDER THE SURFACE OF ALL HEREINABOVE DESCRIBED LANDS".

NOTE: THE PRESENT HOLDER OF SAID EASEMENT IS THE COMMONWEALTH EDISON COMPANY.

24. TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENTS DESCRIBED IN PARCELS 2 AND 4, CONTAINED IN THE INSTRUMENTS CREATING SUCH EASEMENTS.
25. RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF THE EASEMENTS.
26. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE EASEMENT PARCEL 2 TAKEN OR USED FOR CICERO AVENUE.
27. THIS POLICY SHOULD NOT BE CONSTRUED AS INSURING THE EXACT LOCATION OF THE EASEMENT DESCRIBED AS PARCEL 2.
28. TERMS OF A REDEVELOPMENT AGREEMENT DATED MARCH 30, 1992 AND RECORDED MAY 5, 1992 AS DOCUMENT 92305626, BY AND BETWEEN THE VILLAGE OF BEDFORD PARK, ILLINOIS, AN ILLINOIS MUNICIPAL CORPORATION LOCATED IN COOK COUNTY, ILLINOIS, AND EXOHO ASSOCIATES LIMITED PARTNERSHIP.
29. PERPETUAL RECIPROCAL EASEMENTS FOR PARKING, UTILITIES AND CONSTRUCTION AS SET FORTH IN A DECLARATION OF EASEMENTS TO BE ENTERED INTO BETWEEN THE GRANTOR AND GRANTEE CREATING EASEMENTS OVER THE AREA IMPROVED AS PARKING AREA AND DRIVES, FOR THE BENEFIT OF THE 25,000 SQUARE FOOT COMMERCIAL/WAREHOUSE PAD RESERVED IN THE DEED TO WAL-MART STORES, INC., RECORDED MAY 5, 1992 AS DOCUMENT 92305627.
30. RESERVATION OF A PERPETUAL NON-EXCLUSIVE EASEMENT OVER THE LAND FOR STORMWATER DETENTION PURPOSES TO BENEFIT THE LANDS DESCRIBED IN THE DEED TO WAL-MART STORES, INC., RECORDED MAY 5, 1992 AS DOCUMENT 92305630.
31. PLAT OF EASEMENTS RECORDED SEPTEMBER 8, 1993 AS DOCUMENT NUMBER 93717700 AND 93717702, AND SUPPLEMENTAL GRANT OF EASEMENT RECORDED SEPTEMBER 8, 1993 AS DOCUMENT NUMBER 93717701.
32. RECIPROCAL EASEMENT RECORDED MAY 6, 1992 AS DOCUMENT NUMBER 92309540.
33. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN RESOLUTION NO. 93-008, A RESOLUTION AUTHORIZING THE EXECUTION AND ACCEPTANCE OF A CERTAIN PLAT OF DEDICATION FROM BELT RAILWAY CORP. OF CHICAGO, ET AL, DATED JUNE 23,

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1993, DEDICATING A STREET OVER TO THE VILLAGE OF BEDFORD PARK, RECORDED
JULY 21, 1994 AS DOCUMENT 94637519.

34. WATER LINE UTILITY EASEMENT AGREEMENT RECORDED MARCH 16, 1993 AS
DOCUMENT NUMBER 93194621.

**COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____**

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Special State Law Addendum (Illinois) **Addendum for Owner Trusts**

To the extent, if any, that the foregoing instrument and/or the rights and/or obligations set forth therein or arising in connection therewith (including, without limitation, title to any property described therein) are, or hereafter should be, deemed to be invalid, unenforceable, or otherwise defective or impaired, in whole or in part, because under the laws of the State of Illinois, a business trust is not recognized as a legal entity and/or such rights and obligations are not deemed to be enforceable by or against a business trust, then without further act, notice or deed, the foregoing instrument shall be deemed to have been entered into and executed by the Owner Trustees in their capacities of trustees of said Owner Trust, all rights purportedly conferred upon the Owner Trust by said instrument or arising in connection therewith (including, without limitation, title to any property described therein) shall be deemed to have been conferred upon the Owner Trustees as trustees of said Owner Trust by said instrument or arising in connection therewith shall be deemed to have been imposed upon and undertaken by said Owner Trustees as trustees of said Owner Trust.

DeKalb County Clerk's Office