# UNOFFICIAL COR

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THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

1304601023 Fee: \$62.00 Karen A. Yarbrough RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 02/15/2013 09:49 AM Pg: 1 of 13

MELTZER PURTILL & STELLE LLC 1515 E. Woodfield Road, 2nd Floor Schaumburg, Illinois 60173-5431 Attn: Michael J. Wolfe, Esq.

Permanent Real Estate Tax No.: See Exhibits A-1 A-2, and A-3

Property Address: See Exhibits A-1, A-2 and A-3 8488359 4 880007948

A.

This space reserved for Recorder's use only

#### FIFTH MODIFICATION OF LOAN DOCUMENTS

THIS FIFTH MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made effective as of January 20, 2013, by and between GREAVES TRAVEL L.L.C., an Illinois limited liability company ("Bono ver") and THE PRIVATEBANK AND TRUST COMPANY, an Illinois State Bank, its successors and assigns ("Lender").

#### RECITALS:

Pursuant to the terms and conditions contained in that certain Loan and Security Agreement (the "Original Loan Agreement") dated June 18, 2008, executed by and between Borrower and Lender, Lender agreed to make a loan to Borrower in the principal amount of Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) ("Origina) Term Loan A"), a loan in the principal amount of up to One Million Two Hundred Seventy Five Thousand Dollars (\$1,275,000.00) (the "Original Convertible Loan"), a revolving loan in the principal amount of up to One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) (the "Revolving Loan Commitment"), and a loan in the principal amount of Three Hunared Seventy-Five Thousand and 00/100 Dollars (\$375,000.00) ("Term Loan B") (Original Term Loan A, the Convertible Loan, the Revolving Loan Commitment, and Term Loan B, as renewed, refinanced or modified from time to time being collectively referred to herein as the "Original Loan"). The Original Loan was evidenced by that certain Term Note A dated June 18, 2008, as amended from time to time, executed by Borrower and payable to the order of Lender, in the amount of Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00); that certain Convertible Note dated June 18, 2008, as amended from time to time, executed by Borrower and payable to the order of Lender, in the amount One Million Two Hundred Seventy-Five Thousand and 00/100 Dollars (\$1,275,000.00); that certain Revolving Note dated June 18, 2008, as amended from time to time, executed by Borrower and payable to the order of Lender, in the maximum principal amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00); and that certain Term Note B dated June 18, 2008, as amended from time to time, executed by Borrower and payable to the order of Lender, in the amount of Three Hundred Seventy-Five Thousand and 00/100

"THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES."

Dollars (\$375,000.00) (the Revolving Note, Term Note A, Convertible Line of Credit Note, and Term Note B, are hereinafter collectively referred to as the "Original Notes").

- B. The Original Notes were secured by, among other things, that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated June 18, 2008 from Borrower to Lender recorded with the Recorder of Deeds in Lake, County, Illinois ("Lake County Recorder's Office") on June 27, 2008, as Document No. 6364164 ("2626 Mavor Mortgage"), which Mortgage encumbers the real property and improvements thereon commonly known as 2626 Mavor Lane, Highland Park Illinois, and as more particularly described on Exhibit A-1 attached hereto ("2626 Mavor Property"), as amended by that certain First Amendment to Mortgage dated June 18, 2009 between Borrower and Lender and recorded with the Lake County Recorder's Office on October 9, 2009 as Document No. 6530348.
- Pursuant to the terms of that certain Amended and Restated Loan Agreement C. dated June 18, 2009 between Borrower and Lender (the "Amended Loan Agreement"; and together with the Original Loan Agreement, the "Loan Agreement"), Lender has loaned to Borrower (i) the Revolving Loan, (ii) Term Loan B, (iii) an additional loan in the principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00)("Term Loan A") evidenced by that certain Term Note A dated as of June 18, 2009 in the principal amount of \$500,000.00 made by Borrower and payable to Lender ("Term Note A") and (iv) an additional line of credit loan in an amount not to exceed Eight Hundred Thousand and 00/100 Dollars (\$800,000.00) at any one time outstanding ("Corvertible Loan") (Term Loan A, Convertible Loan and the Original Loan are hereinafter collectively referred to as the "Loan") evidenced by that certain Convertible Note in the principal amount of \$800,000.00 made by Borrower and payable to Lender (the "Convertible Note") (The Revolving Note, Term Note B, Term Note A, and Convertible Note are hereinafter collectively referred to 23 the "Notes") (the Amended Loan Agreement, Notes and all other documents evidencing, securing or guaranteeing the Loan are hereinafter collectively referred to as the "Loan Documents") (capitalized terms used and not specifically defined herein shall bear the same meaning as in the Loan Agreement).
- D. The Notes are secured by, among other things, (i) the 2626 Mavor Mortgage, (ii) that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated June 18, 2009 from Borrower to Lender recorded with the Recorder of De als in Cook County, Illinois ("Cook County Recorder's Office") on October 5, 2009, as Pocument No. 0927833033 ("221 N. LaSalle Mortgage"), which 221 N. LaSalle Mortgage encumbers the real property and improvements thereon commonly known as 221 N. LaSalle Street, Chicago, Illinois, and as more particularly described on Exhibit A-2 attached hereto ("221 N. LaSalle Property"), and (iii) that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated June 18, 2009 from Borrower to Lender recorded with the Lake County Recorder's Office on October 2, 2009, as Document No. 6528014 ("1306 Old Skokie Mortgage"), which 1306 Old Skokie Mortgage and 221 N. LaSalle Mortgage, the "Mortgage"), which 1306 Old Skokie Mortgage encumbers the real property and improvements thereon commonly known as 1306 Old Skokie Road, Highland Park, Illinois, and as more particularly described on Exhibit A-3 attached hereto ("1306 Old Skokie Property").

- E. Borrower and Lender entered into a First Modification of Loan Documents dated June 18, 2010 recorded against the Property described on Exhibit A-1 and A-3 on July 8, 2010 by the Lake County Recorder as File 6619566 and against the Property described on Exhibit A-2 on August 13, 2010 by the Cook County Recorder as Document 1022510031.
- F. Borrower and Lender entered into a Second Modification of Loan Documents dated January 21, 2011 recorded against the Property described on Exhibit A-1 and A-3 on June 14, 2011 by the Lake County Recorder as File 6740573 and against the Property described on Exhibit A-2 on June 28, 2011 by the Cook County Recorder as Document 1117949010.
- G. Porrower and Lender entered into a Third Modification of Loan Documents dated June 16, 2011 recorded against the Property described on Exhibit A-1 and A-3 on August 25 2011 by the Lake County Recorder as File 6761367 and against the Property described on Exhibit A-2 on June 29 2011 by the Cook County Recorder as Document 1121055022.
- H. Borrower and Lender entered into a Fourth Modification of Loan Documents dated January 19, 2012 recorded against the Property described on Exhibit A-1 and A-3 on February 17, 2012 by the Lake County Recorder as File 6820414 and against the Property described on Exhibit A-2 on February 9, 2012 by the Cook County Recorder as Document 1204049029.
- I. Borrower and Guarantor now desire to amend the Loan Documents in the manner set forth herein.

#### AGREEMENTS.

NOW, THEREFORE, in consideration of (i) the recitals set forth hereinabove, (ii) the agreement by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. <u>Incorporation of Recitals</u>. The recitals set forth above are incorporated into and deemed a part of this Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Loan Agreement and Loan Documents.
- 2. <u>Letter of Credit Maturity Date</u>. The following definition in Section 1.1 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

"<u>Letter of Credit Maturity Date</u>" shall mean a date that is one year after the Revolving Loan Maturity Date.

3. <u>Amendment of Mortgage</u>. The Mortgage is hereby amended to reflect the terms hereof including, without limitation, the extension of the Letter of Credit Maturity Date. Borrower agrees that Lender shall have the right to record this Agreement in the appropriate Recorder's Office to reflect the subject matter of this Agreement. The Mortgage continues to secure the Loan and all Notes, and all extensions, restatements, renewals, amendments and

modifications thereof whether heretofore or hereafter made. Reference is made to the Loan Agreement for the maturity dates of such Notes.

- 4. Other Conforming Amendments. The Loan Documents are hereby amended to reflect all of the terms set forth in this Agreement.
- 5. Representations and Warranties of Borrower. Borrower hereby represents, covenants and warrants to Lender as follows:
  - (a) The representations and warranties in the Loan Agreement, the Mortgage and the other Loan Documents are true and correct as of the date hereof and shall continue to be, true and correct until the Loan is indefeasibly repaid in full and Borrower knows of the default under any of the Loan Documents.
  - (b) Except as otherwise disclosed herein, Borrower is in full compliance with all of the terms and conditions of the Loan Documents to which it is a party, and no Event of Default has occurred and is continuing with respect to any of the Loan Documents.
  - (c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.
  - (d) There has been no material adverse change in the financial condition of the Property, Borrower, or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.
  - (e) There is no litigation or administrative proceeding pending or, to the knowledge of Borrower, threatened to restrain or enjoin the transactions contemplated by this Agreement or any of the Loan Documents, or questioning the validity thereof, or in any way contesting the existence or powers of the Borrower, or in which in unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Agreement or any of the Loan Documents, or would result in any material adverse change in the financial condition, properties, business or operations of the Borrower.
  - (f) Borrower is validly existing under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.
- 6. Expenses. As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and attorneys' fees and expenses.

- Bankruptcy Provisions. Borrower hereby acknowledges and agrees that, if a 7. petition under any section, chapter or provision of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., as amended (the "Bankruptcy Code") or similar law or statute is filed by or against Borrower, (i) they shall not contest, and they shall consent to, the relief requested in any motion or application of Lender made in any court of competent jurisdiction seeking sale pursuant to 11 U.S.C. § 363, or a modification or termination of any automatic stay or other injunction against the Lender resulting from such filing, and (ii) they shall execute any order or other document necessary to effectuate such modification or termination. Borrower seeks relief under the Bankruptcy Code, including, without limitation, the filing of a petition und a Chapter 7 or 11 thereof, Borrower shall be deemed to have taken such action in bad faith. Furthermore, if such action is taken against Borrower by a third party, Borrower shall take all action necessary to have (A) the petition filed by such third party dismissed, including consenting to the immediate dismissal thereof, and (B) any additional relief requested by such third party denied, unless instructed in writing to the contrary by Lender. Lender is specifically relying upon the representations, warranties, covenants and agreements contained in this Agreement and such representations, warranties, covenants and agreements constitute a material inducement to accept the terms and conditions set forth in this Agreement and, but for the receipt of the benefit of such representations, warranties, covenants and agreements, the Lender would not have agreed to such terms and con int ons.
- 8. Waiver of Defenses. As of the date of this Agreement, Borrower acknowledges that it has no defense, offset, or counterclaim to any of Borrower's obligations under the Loan Documents. Borrower hereby irrevocably waives and releases any and all claims, actions, causes of action, suits and defenses which it might hereafter have against Lender for or by reason of any matter, cause, or thing whatsoever which relates to the Loan, this Agreement, or any discussion between the Borrower and the Lender.
- 9. Release of Claims. Borrower hereby fully and forever remises, releases and discharges the Lender from any and all claims, demands, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, accounts, damages, judgments, losses and liabilities of whatever kind or nature in law, equity or otherwise, whether known or unknown, existing as of the date hereof or arising at any time in the future, which the Borrower had, may have had, now has, or can, shall or may have, for or by any reason of any and all matters, causes or things whatsoever from the beginning of time to and including the day the Note is repaid in full.
- 10. No Course of Dealing. Borrower acknowledges and agrees that this Agreement is limited to the terms outlined herein, and shall not be construed as an amendment of any other terms or provisions of the Loan Documents. This Agreement shall not establish a course of dealing or be construed as evidence of any willingness on the Lender's part to grant other or future amendments, should any be requested.
- 11. <u>No Joint Venture</u>. Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower nor shall privity of contract be presumed to have been established with any third party.

- 12. Binding Agreement. This Agreement shall not be construed more strictly against Lender than against Borrower merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.
- other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unnodified and in full force and effect.
- the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage and the other Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word never which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular. The Borrower, each Guarantor and their respective local counsel have participated in the drafting of this Agreement, and accordingly, the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement.
- 15. <u>Severability</u>. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 16. <u>Amendments, Changes and Modifications</u>. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.
- 17. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.
- 18. <u>Time of the Essence</u>. Time is of the essence of each of Borrower's obligations under this Agreement.

- 19. <u>Successors and Assigns</u>. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- 20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- 21. <u>VENUE</u>. TO INDUCE LENDER TO ACCEPT THIS AGREEMENT, BORROWER IRREVOCABLY AGREES THAT, SUBJECT TO LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER, OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT SHALL BY LITIGATED IN COURTS WITHIN COOK COUNTY, STATE OF ILLINOIS AND EACH OF THEM HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID COUNTY AND STATE. BORROWER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST IT BY LENDER IN ACCORDANCE WITH THIS PARAGRAPH OR UNDER THE NOTE AND/OR MORTGAGE.
- 22. WAIVER OF JURY TRIAL. BORROWER IRREVOCABLY WAIVES, TO THE EXTENT APPLICABLE, ANY PIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OF DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERSD OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR WITH THE NOTE OR LOAN DOCUMENTS, AND/OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR ANY INSTRUMENT, DOCUMENT, OR AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY, TO THE EXTENT SUCH MATTER IS TRIED AT ALL.

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Office

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## **UNOFFICIAL CC**

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

> GREAVES TRAVEL L.L.C., an Illinois limited liability company

By:

Name: S

Title:

Agreed and accepted:

Na. Titl THE PRIVATEBANK AND TRUST COMPANY, an

Illinois State Bank

Name:

cle:\_
County Clark's Office

SIGNATURE PAGE FIFTH MODIFICATION OF LOAN DOCUMENTS

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### **UNOFFICIAL COPY**

STATE OF ILLINOIS	)
	) .s
COUNTY OF COOK	)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Shokelek R Combat, Manager Members GREAVES TRAVEL L.L.C., an Illinois limited liability company, is 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 he/she signed and delivered said instrument as his/her own free and voluntary act and the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of Vanuery, 2013.

March Mantak

My Commission Expires: November 9, 2016

OFFICIAL SEAL
CAROLE CAMBATA
Notary Public - State of Ithnois
My Commission Empires Nov 9, 2016

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## **UNOFFICIAL COPY**

STATE OF ILLINOIS	)
	) .ss
COUNTY OF COOK	)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do Ann O'Shawliner, Managun Director PRIVATEBANK AND TRUST COMPANY, is personally known to the to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act, and the .re. and voluntary act of said bank, for the uses and purposes therein set forth.

er my GIVEN under my hand and Notarial Seal this 28th day of Varuary, 2013

Carelillantak

OFFICIAL SEAL **CAROLE CAMBATA** Junia Clark's Office

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## **UNOFFICIAL COPY**

#### **EXHIBIT A-1**

#### **2626 MAVOR PROPERTY**

#### PARCEL 1:

LOT 1 (EXCEPT THE EAST 33 FEET) IN MAVOR'S SUBDIVISION OF THE WEST 656 FEET OF LOT 13 IN SCHOOL TRUSTEES' SUBDIVISION (OTHERWISE DESCRIBED AS THE NORTHEAST '4 OF THE SOUTHWEST '4) OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 8, 1941 AS DOCUMENT 497881 IN BOOK 28 OF PLATS ON PAGE 46, IN LA'LE COUNTY, ILLINOIS.

#### PARCEL 2:

THE VACATED STREET LYING WEST AND ADJOINING SAID LOT IN MAVOR'S SUBDIVISION AFORESAID AS VACATED BY ORDINANCE RECORDED OCTOBER 22, 1999 AS DOCUMENT NO. 44385%, IN LAKE COUNTY, ILLINOIS.

**COMMONLY KNOWN AS:** 

2626 MAVOR LANE: HIGHLAND PARK, IL 60035

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#### **EXHIBIT A-2**

#### 221 N. LASALLE PROPERTY



UNITS 25D1, 25D2, 25E1, 25E2, 25R1, 25R2, AND 25R3, IN THE LASALLE-WACKER SUBDIVISION, BEING A SUBDIVISION OF PART OF BLOCK 18 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF LOT 4 TAKEN FOR WOFNING OF NORTH LASALLE STREET, IN COOK COUNTY, ILLINOIS.

#### PARCEL 1A:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR THE LASALLE WACKER DATED AUGUST 11, 2008 AND RECORDED SEPTEMBER 4, 2008 AS DOCUMENT 0824816018.

#### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 TO MAINTAIN ANY PORTION OF THE BUILDING LOCATED ON PARCEL 1 WHICH ENCROACHES UPON THE PROPERTY EAST OF AND ADJOINING, INCLUDING THE EAST FOUNDATION WALL AS SET FORTH IN EASEMENT AGREEMENT DATED OCTOBER 19,2006 AND RECORDED OCTOBER 23, 2006 AS DOCUMENT 0629631087 MADE BY AND BETWEEN LASALLE WACKER BUILDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND 111 WEST WACKER ASSOCIATES, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY.

#### PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR LIGHT, AIR AND VIEW AS SET FORTH IN AGREEMENT OF ADJACENT PROPERTY OWNERS REGALDING SETBACKS AND EASEMENTS FOR LIGHT, AIR AND VIEW MADE BY AND BETWEEN LASALLE WACKER BUILDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND 111 WEST WACKER ASSOCIATES, LLC, DATED OCTOBER 19, 2006 AND RECORDED OCTOBER 23, 2006 AS DOCUMENT 0629639026.

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#### EXHIBIT A-3

#### 1306 OLD SKOKIE PROPERTY

THE NORTH 1/2 OF LOT 12 (EXCEPT THAT PART LYING SOUTHWESTERLY OF A LINE DRAWN PARALLEL TO AND 50 FEET DISTANT MEASURED AT RIGHT ANGLES FROM THE NORTHEASTERLY LINE OF RIGHT OF WAY HERETOFORE ACQUIRED BY CONDEMNATION BY THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS, SAID NORTHEASTERLY LINE BEING THE SOUTHWESTERLY LINE OF SAID LOT 121 IN SUNSET MANOR, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 114 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ML. COUNTY CLOSES OFFICE DECEMBER 13, 1923 AS DOCUMENT 233556, IN BOOK "M" OF PLATS, PAGE 47, IN LAKE COUNTY, ILLINOIS

PIN: 16-27-205-005-0000