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THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:



Doc#: 1306504013 Fee: \$60.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/06/2013 09:19 AM Pg: 1 of 12

Hinshaw & Culbertson LLP  
222 North LaSalle Street  
Suite 300  
Chicago, Illinois 60601  
Attn: Dean Parker, Esq.

*This space reserved for Recorder's use only*

## SECOND MODIFICATION OF LOAN DOCUMENTS

**THIS SECOND MODIFICATION OF LOAN DOCUMENTS** (this "Agreement") is made as of February 20, 2013 ("**Date Hereof**") but effective as of January 29, 2013 ("**Effective Date**"), by and among WILLOW NORTH SHOPPING CENTER LLC, a Delaware limited liability company ("**Borrower**"), MARK HAMILTON and JAMES SHERIDAN (individually and collectively, "**Guarantor**") and **THE PRIVATEBANK AND TRUST COMPANY**, an Illinois state chartered bank, its successors and assigns ("**Lender**").

### RECITALS:

A. Borrower is the owner of the tenant's leasehold interest in a certain Ground Lease dated August 1, 2010 by and between Chicago Title and Trust Company as successor trustee to Cole Taylor Bank, as trustee under a Trust Agreement dated August 12, 2003 and known as Trust No. 99-8169, as lessor (the "**Ground Lessor**") and Borrower, as lessee as amended by a First Amendment to Ground Lease dated, February 14, 2013 between the Ground Lessor and Borrower (collectively, the "**Ground Lease**") which demises approximately 4.9 acres of real property described in **Exhibit A** attached hereto and incorporated herein by this reference (the "**Land**"), which includes, without limitation, the three (3) Outlots.

B. Borrower is the lessor under a sub ground lease to JP Morgan Chase Bank, N.A. ("**Chase Bank**") under a lease dated 9/27/10, as amended by First Amendment to Ground Lease dated 1/11/11, and Second Amendment to Ground Lease dated 2/17/11 (as amended from time to time, the "**Chase Lease**") for one of the Outlots (the "**Chase Outlot**"). Lender has previously made a construction loan ("**Loan**") to Borrower in the maximum original principal loan amount of \$1,750,000 (including the Letter of Credit Commitment of \$350,000). The Loan was utilized to fund certain improvements required of Borrower under the Chase Lease in order to effect the pad delivery required thereunder and to perform certain other additional infrastructure improvements relating to the Land (the "**Project**").

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C. The Loan was made pursuant to the terms and conditions of a construction loan agreement dated as of April 4, 2011, between Borrower and Lender as amended by First Modification of Loan Documents dated November 19, 2012 (collectively, as amended, modified, restated, and/or replaced from time to time, the "**Loan Agreement**") and further evidenced by a promissory note dated as of April 4, 2011, in the principal amount of the Loan made payable by Borrower to the order of Lender as amended by First Modification of Loan Documents dated November 19, 2012 (collectively, as amended, modified, restated, and/or replaced from time to time, the "**Note**"). The Note is secured by, among other things: (i) that certain construction leasehold mortgage security agreement assignment of leases and rents and fixture filing dated as of April 4, 2011, from Borrower to Lender recorded with the Recorder of Deeds in Cook County, Illinois (the "**Recorder's Office**") on May 5, 2011, as Document No. 1112541020 as amended by First Modification of Loan Documents dated November 19, 2012 recorded as Document No. 1304534056 (collectively, as amended, modified, restated, and/or replaced from time to time, the "**Mortgage**"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("**Property**"), (ii) that certain Assignment of Rents and Leases dated April 4, 2011, from Borrower to Lender and recorded in the Recorder's Office on May 5, 2011, as Document No. 1112541021 as amended by First Modification of Loan Documents dated November 19, 2012 recorded as Document No. 1304534056 (collectively, as amended, modified, restated, and/or replaced from time to time, the "**Assignment of Leases**"); (iii) that certain Environmental Indemnity Agreement dated April 4, 2011 from Borrower and Guarantor to Lender (as amended, modified, restated, and/or replaced from time to time, the "**Indemnity Agreement**"); and (iv) payment and completion guaranty dated as of April 4, 2011 by Mark Hamilton and James Sheridan in favor of Lender as amended by First Modification of Loan Documents dated November 19, 2012 (collectively, as amended, modified, restated and/or replaced from time to time, the "**Guaranty**"); (v) certain other loan documents (the Note, the Mortgage, the Assignment of Leases, the Indemnity Agreement, the Guaranty, the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "**Loan Documents**"). Terms not otherwise defined herein shall have the meaning ascribed in the Loan Agreement.

D. The security interest in the Ground Lease is further supported and evidenced by a Recognition Agreement dated as of April 4, 2011 made by Ground Lessor, Techny Land Corporation, NFP, its beneficiary and Lender (as amended, modified, restated and/or replaced from time to time, the "**Recognition Agreement**").

E. Borrower desires to amend the Loan Documents in order to (i) extend the maturity date for five (5) years to January 29, 2018, (ii) add an additional five (5) year option to extend upon the terms and conditions described herein, (iii) provide for Borrower to commit to purchase an interest rate swap with an optional break at the five year period in the event Borrower does not elect to exercise the extension option, (iv) eliminate certain payment obligations under the guaranty and (v) increase the amount of the direct Loan obligations by approximately \$300,000 to a maximum principal amount of \$1,650,000 and eliminate the Letter of Credit Commitment, and Lender is willing to do so all the terms and conditions set forth in this Agreement.

F. Borrower further desires that Lender release the liens of its Loan Documents from the Outlots other than the Chase Outlot and has negotiated an amendment to the Ground Lease

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which amongst other things, will provide for severance of the Chase Outlot portion of the Ground Lease should Lender or successor lender or any of their successors acquire title to the Borrower's interest in the Chase Outlot.

## AGREEMENTS:

**NOW, THEREFORE**, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements 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. **Acknowledgement of Recitals; Comprehensive Amendment to Loan Documents.** Borrower and each Guarantor each hereby acknowledges and warrants that the Recitals herein are true and correct statements of fact. Borrower and each Guarantor hereby recognize and acknowledge that: (a) in entering into this Agreement, Lender is expressly relying on the truth and accuracy of the foregoing recitals, and the warranties and representations set forth in this Agreement without any obligation to investigate the truth and accuracy thereof; (b) such reliance exists on the part of Lender prior hereto; (c) such recitals, warranties and representations are a material inducement to Lender in entering into this Agreement; and (d) that Lender would not be willing to agree to the extension of the maturity of the Note contained herein in the absence of any of such recitals, warranties and representations. This Agreement shall function as a universal amendment to the Loan Documents which shall be deemed to be modified as required to conform to the terms of this Agreement.

2. **Extension of Maturity Date; Further Option to Extend.** The Maturity Date of the Loan is hereby extended to January 29, 2018. The extension shall be evidenced by a replacement promissory note in form and content acceptable to Lender in its sole discretion.

Borrower shall have an option to further extend the Maturity Date to January 29, 2023, as provided in and subject to the terms and conditions set forth in the replacement Note.

3. **Cancellation of Letter of Credit Commitment.** Borrower acknowledges that no Letters of Credit are outstanding. The parties hereby agree that the Letter of Credit Commitment and any obligation of Lender to issue letters of credit pursuant to the Loan Documents, including without limitation Section 3.5 of the Loan Agreement, is hereby cancelled. No further letters of credit shall be available pursuant to the credit facility evidenced by the Loan Documents.

4. **Acknowledgement of Existing Principal Loan Amount.** As of February 13, 2013, Borrower acknowledges and agrees that the outstanding balance was as follows:

(a) Outstanding principal of direct loan obligations:	\$ <u>1,373,025.00</u>
(b) Outstanding letters of credit:	\$- <u>          </u>
<b>Total outstanding principal loan amount as of <u>February 13, 2013</u>:</b>	<b>\$<u>1,373,025.00</u></b>

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5. **Adjustment of Loan Amount; Increase of Direct Loan Limit.** As of the Effective Date, the “**Loan Amount**” set forth in Section 1.1 of the Loan Agreement shall be \$1,650,000.00 and the “**Direct Loan Limit**” set forth in Section 3.1 of the Loan Agreement shall be \$1,650,000.00. The amount of principal available but not yet disbursed shall be disbursed upon direction of the Borrower; subject to satisfaction of the terms and conditions set forth in this Agreement.

6. **Elimination of Payment Obligations and Completion Obligations.** The Guaranty (as defined in this Agreement) of Mark Hamilton and James Sheridan is hereby modified, effective concurrently with the disbursement of additional available proceeds, to provide that:

(i) Section 2 of the Guaranty is hereby deleted such that “**Construction Obligations**” (as defined in the Guaranty) shall no longer exist, and

(ii) Section 19a of the Guaranty is revised to read:

“b. For purposes of this Guaranty, the “**Maximum Amount**” shall mean -\$0-.”

such that there shall no longer be an obligation with respect to “**Payment Obligations**” as referenced in Section 19a of the Guaranty.

For avoidance of doubt, “**Environmental Obligations**” and obligations as a result of a “**Full Recourse Event**” (as such terms are defined in the Guaranty) shall remain unaffected.

7. **Change in Scheduled Principal Amortization.** The principal payments due under the Loan shall be revised such that they are calculated to amortize the Loan over a 19 year period as further set forth in the Replacement Note.

8. **Elimination of Guarantor Financial Statement Requirement; Elimination of Quarterly Borrower Financial Statement Requirement.** Section 8.7(b) of the Loan Agreement is hereby revised in its entirety to read as follows:

“ (b) Promptly supply Lender with such information concerning Borrower's assets, liabilities and affairs, and the assets, liabilities and affairs of each Guarantor, as Lender may reasonably request from time to time hereafter, which in the case of Borrower shall include, without necessity of any request by Lender, as soon as available and in no event later than ninety (90) days after the close of each fiscal year, financial statements of Borrower showing the results of operations of the Premises and consisting of a balance sheet and statement of income and expense prepared in accordance with sound tax accounting principles, ”

9. **Interest Rate Swap.** Concurrently with execution of this Agreement, Borrower shall purchase an interest rate swap or other rate hedging obligation in form and substance and with a counterparty all acceptable to Lender.

10. **Partial Release.** Lender shall furnish a partial release of the liens of the Loan Documents with respect to the Outlots other than the Chase Outlot, subject to the terms of this Agreement.

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11. **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.

(b) There is currently no Event of Default (as defined in the Loan Agreement) under the Note, the Mortgage or the other Loan Documents and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other 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 Borrower, Guarantor 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) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(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.

12. **Conditions to Effectiveness of This Agreement.** As conditions precedent to the disbursement of the additional amounts available under the Loan as set forth in this Agreement, Borrower shall cause the following conditions to be satisfied in Lender's sole determination:

(a) **Title Policy.** Borrower shall at its sole cost and expense, cause Chicago Title Insurance Company to issue an endorsement to Lender's title insurance policy No. 1409-008827943 (the "**Title Policy**"), as of and concurrently with the date this Agreement is recorded, reflecting the recording of this Agreement and insuring the first priority of the lien of the Mortgage, and providing for ALTA 3.1 zoning, with parking, survey, Tax PIN and separate lot endorsements (including, an endorsement specifically insuring the parking and access cross easements between the outlots and an affirmative endorsement confirming its ability to foreclose) all in form and content satisfactory to Lender, subject only to the exceptions set forth in the Title Policy as of its date of issuance and any other encumbrances expressly agreed to by Lender.

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(b) Replacement Note. Borrower shall execute and deliver a replacement note in form and content satisfactory to Lender.

(c) Survey. Borrower shall at its sole cost and expense, furnish an ALTA survey of the Land showing all improvements in form and content satisfactory to Lender.

(d) Resolutions. Borrower shall furnish certificates of Borrower and its managing member certifying all organizational documents (or confirming no charges have been made since first submitted to Lender), certifying resolutions and otherwise confirming the transactions contemplated by this Agreement and certifying as to incumbency of the individual's executing Loan Documents on behalf of the Borrower and its manager.

(e) First Amendment to Ground Lease. Borrower shall furnish a first amendment to ground lease between Borrower and Ground Lessor which shall provide that upon any foreclosure or other realization of collateral, Ground Lessor shall upon request enter into a new ground lease with Lender applicable only to the Chase Outlot and providing for tenant obligations related only to the Chase Outlot. Either the amendment to ground lease or an amendment to the Recognition Agreement shall ratify the terms and conditions of the Recognition Agreement and confirm those rights shall not be impaired by the Amendment to the Ground Lease. The Ground Lease shall otherwise be in form and content satisfactory to Lender in all respects.

(f) Cross Easement Declaration. Borrower shall have furnished Lender with a copy of the recorded Declaration granting cross easements for parking and access between the Outlots and confirming the Borrower's intent that the Lender be a beneficiary of such easements, all in form and content satisfactory to Lender.

(g) Payment of Commitment Fee. Concurrently with execution of this Agreement, Borrower shall have paid to Lender the Loan Fee of \$12,375.00.

13. Reaffirmation of Guaranty. Guarantor ratifies and affirms the Guaranty and agrees that the Guaranty is in full force and effect, as amended hereby, following the execution and delivery of this Agreement. The representations and warranties of Guarantor in the Guaranty are, as of the Date Hereof, true and correct and Guarantor does not know of any default thereunder. The Guaranty continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided in the Guaranty.

14. 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.

15. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

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(b) This Agreement shall not be construed more strictly against Lender than against Borrower or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower, Guarantor 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.

(c) 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 or Guarantor nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower, Guarantor and Lender each acknowledges that there are no 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, Guarantor 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 unmodified and in full force and effect.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Note", the "Mortgage" or 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 herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of each of Borrower's obligations under this Agreement.

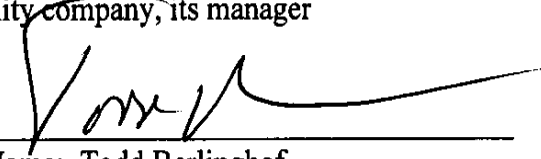
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

**BORROWER:**

**WILLOW NORTH SHOPPING CENTER LLC**  
a Delaware limited liability company

By: HP Willow North LLC, an Illinois limited liability company, its manager

By:   
Name: Todd Berlinghof  
Title: Managing Member

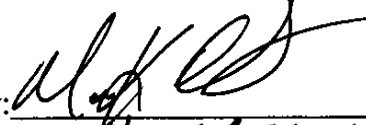
**GUARANTOR:**

  
\_\_\_\_\_  
**MARK HAMILTON**

  
\_\_\_\_\_  
**JAMES SHERIDAN**

**LENDER:**

**THE PRIVATEBANK AND TRUST COMPANY**

By:   
Name: MARK C. SPAULS  
Title: MANAGING DIRECTOR



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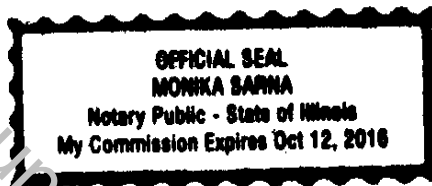
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COUNTY OF ~~COOK~~ <sup>WILL</sup>     )

I Monika Sarma, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mark Spears, MD of The PrivateBank and Trust 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 signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26<sup>th</sup> day of February, 2013

Monika Sarma  
\_\_\_\_\_  
Notary Public

My Commission Expires: 01/12/16



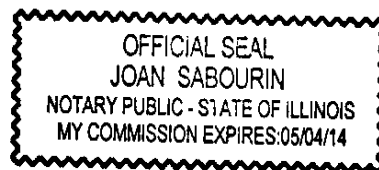
STATE OF ILLINOIS     )  
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  ).SS  
COUNTY OF DUPAGE     )

I Joan Sabourin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Todd Berlinghof, a Managing Member of HF Willow North LLC, an Illinois liability company, the manager of Willow North Shopping Center LLC, 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 signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20<sup>th</sup> day of February, 2013.

Joan Sabourin  
\_\_\_\_\_  
Notary Public

My Commission Expires: 05/04/2014



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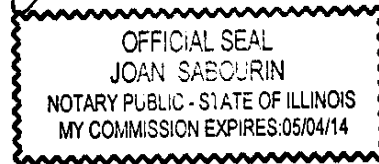
STATE OF ILLINOIS     )  
  ) .ss  
COUNTY OF DUPAGE    )

I Joan Sabourin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mark Hamilton, 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 signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20<sup>th</sup> day of February, 2013.

*Joan Sabourin*  
\_\_\_\_\_  
Notary Public

My Commission Expires: 05/04/2014



STATE OF ILLINOIS     )  
  ) .ss  
COUNTY OF DUPAGE    )

I Joan Sabourin, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James Sheridan, 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 signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20<sup>th</sup> day of February, 2013.

*Joan Sabourin*  
\_\_\_\_\_  
Notary Public

My Commission Expires: 05/04/2014



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## EXHIBIT A

### THE PROPERTY

#### PARCEL 1:

THAT PART OF LOT 28 IN COUNTY CLERK'S DIVISION OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1876 AS DOCUMENT NUMBER 106463, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 28 WITH THE WESTERLY LINE OF WAUKEGAN ROAD (ILLINOIS ROUTE 43) DEDICATED FOR ROADWAY PER DOCUMENT RECORDED OCTOBER 14, 2004 AS DOCUMENT NUMBER 0428849049; THENCE NORTH 88 DEGREES 44 MINUTES 41 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 28, A DISTANCE OF 300.70 FEET; THENCE NORTHERLY ALONG A NONTANGENT ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 72.00 FEET, HAVING A CHORD BEARING OF NORTH 17 DEGREES 50 MINUTES 34 SECONDS WEST, 48.05 TO A POINT OF TANGENCY; THENCE NORTH 01 DEGREES 16 MINUTES 37 SECONDS EAST 83.03 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 19.00 FEET, HAVING A CHORD BEARING OF NORTH 32 DEGREES 09 MINUTES 25 SECONDS EAST, 20.48 FEET TO A POINT OF TANGENCY; THENCE NORTH 63 DEGREES 02 MINUTES 12 SECONDS EAST, 126.17 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 155.00 FEET, HAVING A CHORD BEARING OF NORTH 59 DEGREES 51 MINUTES 55 SECONDS EAST, 36.95 FEET TO A POINT OF TANGENCY; THENCE NORTH 76 DEGREES 41 MINUTES 39 SECONDS EAST, 26.74 FEET TO THE WESTERLY LINE OF SAID WAUKEGAN ROAD, THENCE SOUTH 29 DEGREES 44 MINUTES 54 SECONDS EAST ALONG SAID WESTERLY LINE, 261.51 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, WATER LINE AND STORM SEWER LINE FOR THE BENEFIT OF PARCEL 1 OVER AND UPON THE EASEMENT AREAS, AS DEFINED IN AND CREATED BY THE EASEMENT AGREEMENT AND ACCESS, WATER LINE, STORM SEWER LINE, AND SIGNS AND LICENSE TO USE NAME, DATED AS OF DECEMBER 15, 2010 AND RECORDED DECEMBER 23, 2010 AS DOCUMENT 1035741026, MADE BY AND BETWEEN CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 2002 AND KNOWN AS TRUST NUMBER 99-1864, AND WILLOW FESTIVAL LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 12, 2003 AND KNOWN AS TRUST NUMBER 99-8169,

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AND WILLOW NORTH SHOPPING CENTER LLC, A DELAWARE LIMITED LIABILITY COMPANY.

PARCEL 3:

NON-EXCLUSIVE EASEMENT OF USE, INCLUDING INGRESS AND EGRESS, WITH RESPECT TO THE COMMON AREAS AS DEFINED IN AND CREATED BY THE DECLARATION ESTABLISHING COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS DATED FEBRUARY 14<sup>th</sup>, 2013 AND RECORDED March 6<sup>th</sup>, 2013 AS DOCUMENT 1306504012 MADE BY WILLOW NORTH SHOPPING CENTER LLC, A DELAWARE LIMITED LIABILITY COMPANY.

PIN: 04-14-300-006-0000

Common Address: 2370 Waukegan Road, Northbrook, Illinois

Property of Cook County Clerk's Office