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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/03/2013 12:23 PM Pg: 1 of 12

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THIS INSTRUMENT WAS PREPARED BY
AND UPON RECORDING SHOULD BE
RETURNED TO:

R. Jeffrey Smith, Esq.
Bingham McCutchen, LLP
One State Street
Hartford, Connecticut 06103

Aetna Loan No.: 1-004-362

ASSIGNMENT OF LEASES AND RENTS

This ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of the 14th day of June, 2013 TR GREENSPOINT LLC, a Delaware limited liability company ("Assignor"), having a place of business and a mailing address c/o LPC Realty Advisors I, LP, 120 N. LaSalle Street, Suite 1750, Chicago, Illinois 60602 in favor of AETNA LIFE INSURANCE COMPANY, a Connecticut corporation having a place of business and a mailing address c/o Aetna Investment Group, at 151 Farmington Avenue, RTAA, Hartford, Connecticut 06156 ("Assignee").

WITNESSETH:

WHEREAS, Assignee is the owner and holder of that certain Promissory Note of even date herewith, from Assignor, as maker, in favor of Assignee, in the original principal amount of FOURTEEN MILLION DOLLARS (\$14,000,000.00) (as amended, restated, extended, renewed or otherwise modified from time to time, and all replacements and substitutions thereof, the "Greenspoint I Note"), bearing interest at a rate or rates as provided in the Note and payable

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in the manner therein set forth, with the maturity of the Greenspoint I Note being July 1, 2016 (the "**Maturity Date**"), which Greenspoint I Note contains, among other things, provisions for acceleration in the event of an Event of Default (as defined in the Greenspoint I Note), provisions limiting prepayments, and provisions for payment of costs of collection, including reasonable attorneys' fees, in the event of an Event of Default, and waives presentment and notice of protest, all as more particularly set forth in the Greenspoint I Note; and

WHEREAS, Assignee is also the owner and holder of that certain Promissory Note of even date herewith, from Assignor, as maker, in favor of Assignee, in the original principal amount of **FOUR MILLION DOLLARS (\$4,000,000.00)** (as amended, restated, extended, renewed or otherwise modified from time to time, and all replacements and substitutions thereof, the "**Greenspoint III Note**", and together with the Greenspoint I Note, collectively, the "**Note**"), bearing interest at a rate or rates as provided in the Greenspoint III Note and payable in the manner therein set forth, with the maturity of the Greenspoint III Note being the Maturity Date, which Greenspoint III Note contains, among other things, provisions for acceleration in the event of an Event of Default (as defined in the Greenspoint III Note), provisions limiting prepayments, and provisions for payment of costs of collection, including reasonable attorneys' fees, in the event of an Event of Default, and waives presentment and notice of protest, all as more particularly set forth in the Greenspoint III Note; and

WHEREAS, the Note is secured in part, by (i) that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing of even date herewith, executed by Assignor in favor of Assignee and to be recorded in the land records for Cook County, State of Illinois, encumbering certain property, including the Premises, as more particularly described therein (the "**Greenspoint I Mortgage**") and (ii) that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing of even date herewith, executed by Assignor in favor of Assignee and to be recorded in the land records for Cook County, State of Illinois, encumbering certain property located at 2895 Greenspoint Parkway, Hoffman Estates, Illinois, as more particularly described therein (the "**Greenspoint III Mortgage**", together with the Greenspoint I Mortgage, collectively, the "**Mortgage**", which term shall include all amendments, restatements, extensions and consolidations thereof); and

WHEREAS, it is a condition precedent to the lending of certain funds by Assignee to Assignor that Assignor enter into this Assignment.

NOW THEREFORE, in order to induce Assignee to lend such funds to Assignor, and all other obligations under the Loan Documents, as hereinafter defined, and in consideration therefor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby covenants and agrees as follows:

Assignor, in consideration of the sum of **TEN DOLLARS (\$10.00)** cash, in hand paid, and other good and valuable consideration paid by Assignee, the receipt and sufficiency of which are hereby acknowledged, does hereby irrevocably, absolutely and unconditionally (and not merely collaterally) **BARGAINS AND SELLS, GRANTS, TRANSFERS, ASSIGNS, CONVEYS, WARRANTS, CONFIRMS, PLEDGES, and SETS OVER** unto Assignee, its successors and assigns, the following:

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A. All right, title and interest and all powers, privileges and benefits of Assignor in, to and under (1) any and all leases, subleases, lettings, sublettings, concessions, licenses, occupancy and use agreements, and similar arrangements, whether oral or written, now or hereafter covering or affecting all or any part of the land described in **Exhibit A** attached hereto and made a part hereof or all or any part of any buildings or improvements now or hereafter located thereon (such land, buildings and improvements being hereinafter collectively referred to as the "**Premises**"), and (2) any and all presently effective or future modifications, amendments, renewals or extensions of any such leases, subleases, lettings, sublettings, concessions, licenses, occupancy and use agreements, and similar arrangements (such leases, subleases, lettings, sublettings, concessions, licenses, occupancy and use agreements, and similar arrangements, and their respective modifications, amendments, renewals and extensions being hereinafter referred to, individually, as a "**Lease**" and, collectively, as the "**Leases**"; the lessees, tenants, concessionaires, licensees, occupants, or other users under such Leases being hereinafter referred to, individually, as a "**tenant**" and, collectively, as the "**tenants**");

B. All right, title and interest and all powers, privileges and benefits of Assignor in, to and under any and all presently effective and future guaranties and other surety arrangements of the tenant's performance under any of the Leases (such guaranties being hereinafter referred to, individually, as a "**Guaranty**" and, collectively, as the "**Guaranties**");

C. All rents, royalties, issues, profits, revenues, income and any other money and benefits (including, but not limited to, payments on account of taxes and/or insurance, lease termination payments, prepayments of rents, and non-cash consideration) to which Assignor may now or hereafter be entitled under each and every one of the Leases, and all rents, royalties, issues, profits, revenues, income and other benefits (including, but not limited to, payments on account of taxes and/or insurance, lease termination payments, prepayments of rents, and non-cash consideration) to which Assignor may now or hereafter be entitled under each and every one of the Guaranties (collectively, hereinafter the "**Rents**"); and

D. All awards hereafter made to Assignor in any bankruptcy, insolvency or reorganization case or proceeding in any state or federal court involving any tenant under any of the Leases or any guarantor under any of the Guaranties and any and all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Leases by any tenant thereunder or by any trustee of any such tenant under any state or federal bankruptcy, insolvency or reorganization law, including, without limitation, any and all rights to recover damages arising out of any such rejection or breach, any and all rights in and to charges payable by any such tenant or by any such trustee with respect to the premises covered by any such Lease following the entry of an order for relief relating to such tenant under such law and any and all rents, income and other benefits outstanding under any of the Leases as of the date of entry of any such order for relief (and Assignor hereby appoints Assignee as Assignor's attorney in fact to appear in any such case or proceeding on Assignor's behalf and in its name, to prosecute any claim for such awards or payments and to collect any such award or payment, such appointment being irrevocable and coupled with an interest).

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Specifically, but in no way limiting the generality of the foregoing, Assignor hereby assigns, transfers and sets over unto Assignee all right, title and interest, all powers, privileges and benefits and Rents and other benefits in, to and under the Leases and the Guaranties.

It is intended that this Assignment be a present, irrevocable and complete transfer and direct and absolute assignment. This Assignment is made by Assignor as additional security for the payment and satisfaction of the following obligations of Assignor: (a) the indebtedness evidenced by the Note; (b) all indebtedness and other obligations secured by, incurred or arising pursuant to the provisions of the Mortgage; and (c) all indebtedness and other obligations secured by, incurred or arising pursuant to the provisions of any and all other instruments (except, and specifically excluding, certain Indemnification Agreements of even date herewith and as further described in the Mortgage) securing the payment of the Note or otherwise executed in connection with the transaction of which the Note is a part (as modified from time to time, the instruments referred to in clauses (a), (b) and (c) hereof being hereinafter collectively referred to as the "Loan Documents"); **SUBJECT, HOWEVER**, to the terms, provisions and conditions herein set forth.

1. Assignor hereby covenants and warrants: (a) that Assignor (i) has full title to, and full right to assign, the Guaranties, the Leases and the Rents and other benefits which become due and payable thereunder; (ii) has not executed any prior assignments of the Guaranties, the Leases or the Rents and other benefits which become due and payable thereunder except such as shall be discharged as of or prior to the date hereof; and (iii) to the best of Assignor's knowledge, has performed no act or executed any other instrument which might prevent Assignee from enjoying and exercising any of its rights and privileges evidenced hereby; (b) with respect to each of the Leases presently in effect, (i) such Lease is valid and enforceable and is in full force and effect; (ii) the tenant thereunder is not in default under such terms of such Lease; and (iii) except for free rent provided under the Leases, the tenant thereunder has no claim or offset under such Lease against any rents or charges due or to become due thereunder; provided, nevertheless, that the foregoing clause (b) shall be for the benefit of Assignee only and shall not be deemed to affect the rights of Assignor with respect to any such Lease or against any tenant thereunder; and (c) with respect to each of the Guaranties, the Guaranty is in full force and effect and is not subject to any claims or offsets by the guarantor thereunder.

2. Assignor covenants and agrees that, so long as the indebtedness evidenced by the Note shall remain unpaid, Assignor shall not, without the prior written consent of Assignee, which consent shall be in the sole, absolute, and unlimited discretion of Assignee, except to the extent expressly permitted in the Mortgage: (a) further assign the Guaranties, the Leases or the Rents and other benefits which become due and payable thereunder; or (b) except in the ordinary course of business, enter into any agreement or do any act to subordinate any of the Guaranties or any of the Leases; or (c) except in the ordinary course of business and/or as provided in the applicable Lease and/or Guaranty, consent to the release of any party liable under any of the Leases or under any of the Guaranties relating to any such Leases; and any such act, if done or permitted to be done without the prior written consent of Assignee, shall be null and void.

3. Assignor covenants and agrees: (a) to observe and perform in all material respects all obligations imposed upon the landlord under the Leases and, except in the normal course of business, not to do or permit to be done anything to impair the security thereof, and to execute

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and deliver at the request of Assignee all such further assurances and assignments of the Leases and the Guaranties, and the premises covered thereby, as Assignee shall from time to time reasonably require; (b) to appear in and defend any action growing out of, or in any manner connected with, any of the Leases or any of the Guaranties or the obligations or liabilities of Assignor as landlord or of the tenant or guarantor thereunder; and (c) to enforce the performance and observance of each and every material covenant and condition of each Lease to be performed or observed by the tenant thereunder. Assignor shall, upon request from Assignee, furnish Assignee within five (5) Business Days after such request, true and complete copies of all Leases and Guaranties then in effect.

4. Notwithstanding anything to the contrary contained herein, for so long as no Event of Default continues to exist, Assignor shall be entitled, and is hereby deemed to have retained to such extent a license, to collect, use and enjoy all rents, income and other benefits which become due and payable under the Leases or the Guaranties, but not more than one (1) month in advance, and to exercise and enjoy all of the rights, benefits and privileges of the landlord or lessor under the Leases and Guaranties. All rents, income and other benefits payable under the Leases or the Guaranties, collected by Assignor, whether before or after an Event of Default (as defined in the Mortgage), shall constitute a trust fund for payment of all amounts then due and payable under the Note and the Loan Documents, including, without limitation, principal and interest, taxes, assessments, insurance premiums, and maintenance and utility charges relating to the Premises, and Assignor shall use and apply such rents, income and other benefits in such manner before using the same for any other purpose. If an Event of Default shall have occurred and be continuing, the aforesaid license shall, at the option of Assignee, terminate, in which event Assignee shall have the right (i) to collect said rents, income and other benefits, with or without taking possession of the Premises or any part thereof, (ii) to enter upon and take possession of the Premises, or any part thereof, for the purpose of collecting said rents, income and other benefits, (iii) to dispossess by the usual summary proceedings any tenant defaulting in the payment thereof to Assignee, (iv) to let the Premises or any part thereof, and (v) to apply said rents, income and other benefits, after payment of all necessary charges and expenses, toward the payment of principal, interest, reasonable attorneys' fees and other indebtedness under the Note and any of the Loan Documents, in such order as Assignee in its discretion may elect. A written demand by Assignee on any tenant for the payment of rent, income and other benefits which become due under such tenant's Lease shall be sufficient to warrant and require such tenant to make all future payments of such rents, income and other benefits directly to Assignee without the necessity for further consent by Assignor. Each such tenant shall be entitled to rely upon a written demand by Assignee for such payment and shall be fully protected from all claims by Assignor for all payments made to Assignee after receipt of such written demand. Assignor hereby authorizes Assignee to give notice in writing of this Assignment to any tenant under any of the Leases.

5. The acceptance of this Assignment and the collection of rents, income and other benefits under the Leases or the Guaranties shall not constitute a waiver of any rights of Assignee under the terms of the Note or the Loan Documents. The receipt by Assignee of any rent, income or other benefits under the Leases or the Guaranties pursuant to this Assignment after the institution of foreclosure proceedings under any of the Loan Documents shall not cure any default of Assignor hereunder or under the Note or any of the Loan Documents or affect such proceedings or any sale pursuant thereto. No waiver by Assignee of any breach by

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Assignor of any covenant or condition contained herein, nor any failure by Assignee to exercise any right or remedy in respect of any breach hereunder, shall constitute a waiver or relinquishment for the future of any such covenant or condition or of any subsequent breach of any such covenant or condition, or bar any right or remedy of Assignee in respect of any such subsequent breach. Any action of Assignee hereunder shall not constitute a waiver of or be deemed to cure any default by Assignor hereunder or under the Note or any of the Loan Documents, and shall not affect or prejudice any other rights or remedies of Assignee which other rights or remedies may be exercised by Assignee prior to, concurrently with or subsequent to action hereunder; and any action by Assignee under the Note or any of the Loan Documents, or the release of any party liable thereunder, or any extension or indulgence with respect thereto, shall not affect or prejudice Assignee's rights hereunder.

6. Assignee shall not be liable for any loss sustained by Assignor resulting from any failure by Assignee to let the Premises, or any part thereof, after an Event of Default or from any other act or omission of Assignee in managing the Premises, or any part thereof, after an Event of Default, except only if and to the extent resulting from Assignee's gross negligence or intentional misconduct. The acceptance of this Assignment shall not be deemed to impose upon Assignee any of the obligations or duties of Assignor provided in any of the Leases arising prior to Assignee taking possession of the Premises, and Assignor shall comply with and observe its material obligations as landlord under all Leases. Assignor shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless from, any and all liabilities, losses, damages, claims, demands and expenses (including, without limitation, reasonable attorneys' fees) which may or might be incurred under any of the Leases or under or by reason of this Assignment or which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases, except only if and to the extent resulting from Assignee's gross negligence or intentional misconduct. Should Assignee incur any such liabilities, losses, damages, claims, demands or expenses, the amount thereof shall be secured hereby; and Assignor shall reimburse Assignee therefor immediately upon demand.

7. In the absence of taking of actual possession of the Premises by Assignee, in its own right and person, Assignee (i) shall not be deemed a mortgagee in possession, (ii) except as otherwise provided in Section 6 above, shall not be liable to perform any obligation of the lessor under any of the Leases or under applicable law, (iii) shall not be liable to any person for any dangerous or defective condition in the Premises nor for any negligence in the management, upkeep, repair, or control of the said Premises resulting in loss or injury or death to any person, and (iv) shall not be liable in any manner for the remediation of any environmental impairment unless and to the extent Assignee exacerbates such impairment. In the event that Assignee takes actual possession of the Premises, and to the greatest extent permitted by law, Assignee shall not be deemed to have accepted any responsibility or liability for any acts or obligations of Assignor preceding Assignee's taking of actual possession including, but not limited to, any costs, expenses, damages, assessments, and the like. To the extent, if any, that Assignee pays any such costs, expense, damage, assessment, or the like following Assignee's taking of actual possession, said payment(s) shall be reimbursed by Assignor in the manner provided for in the Loan Documents.

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8. Upon an Event of Default, Assignee shall have the right to proceed in its own name or in the name of Assignor in respect of any claim, suit, action or proceeding, relating to any of the Leases in a proceeding under the bankruptcy laws of the United States (the "**Bankruptcy Code**") including, without limitation, the right to file and prosecute, all to the exclusion of Assignor, any proofs of claim, complaints, motions, applications, notices and other documents; provided, however that Assignee shall take any such action only in conjunction with Assignor, and Assignor's reasonable consent shall be required to compromise or settle any such action.

If there shall be filed by or against Assignor a petition under the Bankruptcy Code, and Assignor, as lessor under the Leases, shall determine to reject any Leases pursuant to Section 365(a) of the Bankruptcy Code, Assignor shall give Assignee not less than ten (10) days' prior notice of the date on which Assignor shall apply to the bankruptcy court for authority to reject the Leases. Assignee shall have the right, but not the obligation, to serve upon Assignor within such ten-day period a notice stating that (i) Assignee demands that Assignor assume and assign the Leases to Assignee pursuant to Section 365 of the Bankruptcy Code and (ii) Assignee covenants to cure or provide adequate assurance of future performance under the Leases. If Assignee serves upon Assignor the notice described in the preceding sentence, Assignor shall not seek to reject the Leases and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Assignee of the covenant provided for in clause (ii) of the preceding sentence.

9. Nothing contained herein and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note and the Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of the Note and the Loan Documents. The right of Assignee to collect the indebtedness evidenced by the Note and to enforce any other security therefor may be exercised by Assignee either prior to, simultaneously with or subsequent to any action taken by it hereunder.

10. Violation of any of the covenants, representations and provisions contained herein by Assignor shall be deemed a default under the terms of the Note and the Loan Documents, but shall be subject to the applicable cure periods provided for in the Note and Loan Documents.

11. Any reasonable expenditures made during the continuance of an Event of Default by Assignee in curing, on Assignor's behalf, any default by Assignor under any of the Leases, with interest thereon at the Default Rate set forth in the Note from the date incurred until paid, shall become part of the debt secured by this Assignment.

12. In the event that any of the covenants, agreements, terms or provisions contained in this Assignment, the Note or any of the Loan Documents shall for any reason be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any such covenants, agreements, terms or provisions shall operate, or would prospectively operate, to invalidate this Assignment, the Note or any of the Loan Documents, then, and in any such event, such covenants, agreements, terms or provisions only shall be deemed to be null and void and of no force and effect, and the validity, legality and enforceability of the remaining covenants, agreements, terms or provisions contained in this Assignment, the Note and the Loan Documents

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shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed.

13. The terms, provisions, representations and warranties herein contained shall be binding upon Assignor and the respective heirs, administrators, executors, personal representatives, successors and assigns of Assignor, as well as any subsequent owner of the Premises, and shall inure to the benefit of Assignee, its successors and assigns, including, without limitation, any subsequent holder of the Mortgage or any party who acquires title to the Premises in foreclosure. No assignee of the landlord's interest in said Leases after a foreclosure of the Mortgage shall be liable to account to Assignor for any rents, income or other benefits thereafter collected.

14. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents contained in the Mortgage.

15. All notices to any party hereto shall be delivered in accordance with the manner set forth in the Mortgage.

16. This Assignment shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Illinois.

17. The provisions of paragraph 19 of the Note are hereby incorporated by reference herein.

18. WAIVER OF JURY TRIAL. ASSIGNOR AND ASSIGNEE, FOR THEMSELVES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY (a) AGREE THAT NEITHER OF THEM SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, ACTION, PROCEEDING, COUNTERCLAIM OR OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF OR OTHERWISE RELATING TO THE INDEBTEDNESS, THE MORTGAGE, ANY OF THE OTHER LOAN DOCUMENTS, ANY RELATED INSTRUMENT OR AGREEMENT, ANY COLLATERAL FOR ALL OR ANY PART OF THE INDEBTEDNESS, THIS ASSIGNMENT OR THE DEALINGS OR RELATIONSHIP BETWEEN OR AMONG ASSIGNEE AND ASSIGNOR, IF ANY, IN CONNECTION THEREWITH, (b) IRREVOCABLY WAIVE ANY AND ALL RIGHT TO ANY SUCH JURY TRIAL, AND (c) AGREE THAT NEITHER OF THEM SHALL SEEK TO CONSOLIDATE ANY SUCH LAWSUIT, ACTION, PROCEEDING, COUNTERCLAIM (EXCEPT FOR COMPULSORY COUNTERCLAIMS) OR OTHER LITIGATION PROCEDURE AS TO WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER LAWSUIT, ACTION, PROCEEDING, COUNTERCLAIM (EXCEPT FOR COMPULSORY COUNTERCLAIMS) OR OTHER LITIGATION PROCEDURE AS TO WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS SECTION HAS BEEN FULLY DISCUSSED BY ASSIGNOR AND ASSIGNEE, EACH OF WHOM HAS BEEN REPRESENTED BY COUNSEL. THIS SECTION SHALL NOT BE SUBJECT TO ANY EXCEPTIONS, AND NO SUCH PERSON HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PERSON THAT THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by a person or persons duly authorized, all as of the day and year first above written.

TR GREENSPOINT LLC,
a Delaware limited liability company

By: LPC Realty Advisors I, LP, a Texas limited partnership, its Manager

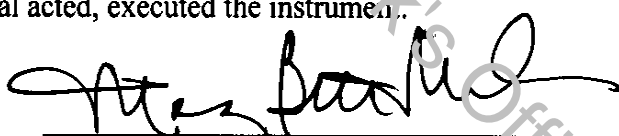
By: LPC Realty Advisors, Inc., a Texas corporation, its General Partner

By: 
Name: Jenifer Ratcliffe
Its: President

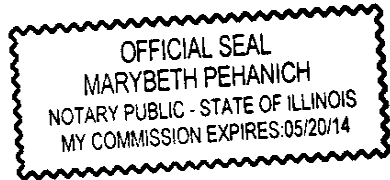
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STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On the 10th day of June in the year 2013, before me, the undersigned, personally appeared Jenifer Ratcliffe, the President of **LPC REALTY ADVISORS, INC.**, a Texas Corporation, the general partner of **LPC REALTY ADVISORS I, LP**, a Texas limited partnership, the manager of **TR GREENSPOINT LLC**, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

My Commission Expires: 5/20/14



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EXHIBIT A-1

Description of Land

PARCEL 1:

LOT 1 IN GREENSPPOINT OFFICE PARK, BEING A SUBDIVISION IN THE EAST FRACTIONAL 1/2 OF SECTION 1, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 8th 1988 AS DOCUMENT 88355051, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENT, COVENANTS AND RESTRICTIONS FOR GREENSPPOINT OFFICE PARK PROPERTY OWNERS' ASSOCIATION EXECUTED BY LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 15, 1985 AND KNOWN AS TRUST NO. 109650, GREENSPPOINT OFFICE PARK PROPERTY OWNER'S ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, AND THE FIRST NATIONAL BANK OF CHICAGO, DATED JULY 25, 1989, AND RECORDED JULY 26, 1989, AS DOCUMENT NO. 89342002, AND AMENDED BY AMENDMENT RECORDED AS DOCUMENT NUMBER 96338822, CERTIFICATE RECORDED AS DOCUMENT NUMBER 96338824 AND SECOND AMENDMENT RECORDED AS DOCUMENT NUMBER 98754779 IN, ON, OVER, UPON AND UNDER CERTAIN REAL PROPERTY MORE PARTICULARLY DESCRIBED THEREIN FOR PUBLIC AND PRIVATE UTILITY PURPOSES, INGRESS AND EGRESS FOR THE BENEFIT OF THE INDIVIDUAL PARCEL OWNERS AND THEIR GUESTS AND INVITEES, OVER, UPON AND ACROSS DRIVEWAYS, PRIVATE STREETS AND PATHS.

Address: 2800 W. Greenspoint Parkway (a/k/a 2800 W. Higgins Road),
Hoffman Estates, Illinois

PIN: 06-01-200-021-0000

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EXHIBIT A-2

Description of Land

PARCEL 4:

LOT 1 IN BARRINGTON POINTE SUBDIVISION IN THE EAST 1/2 OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1987 AS DOCUMENT 87106425, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF PARCEL 4 AS CREATED BY DEED RSCORDED DECEMBER 27, 1985 AS DOCUMENT 85341166, AND AS SHOWN ON THE PLAT OF BARRINGTON POINTE SUBDIVISION AFORESAID OVER AND ACROSS THE FOLLOWING DESCRIBED LAND: THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF HIGGINS ROAD AS DEDICATED BY INSTRUMENT RECORDED MARCH 27, 1941 AS DOCUMENT 12647603, WITH THE WEST LINE OF BARRINGTON ROAD AS DEDICATED BY INSTRUMENT RECORDED JULY 8, 1932 AS DOCUMENT 11113016; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF BARRINGTON ROAD BEING A LINE 50.0 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID FRACTIONAL SECTION 1, 446.91 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE PERPETUAL EASEMENT FOR HIGHWAY PURPOSES AS PER WARRANTY DEED DATED MAY 31, 1957 AND RECORDED JUNE 10, 1957, AS DOCUMENT 16916933; THENCE WESTERLY ALONG SAID LAST DESCRIBED LINE, BEING A LINE AT RIGHT ANGLES TO SAID WEST LINE OF BARRINGTON ROAD, 30.0 FEET TO THE WEST LINE OF SAID PERPETUAL EASEMENT; THENCE NORTHERLY ALONG SAID LAST DESCRIBED LINE BEING A LINE 80.0 FEET, AS MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF SAID FRACTIONAL SECTION 1, 195.60 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTHERLY ALONG SAID LAST DESCRIBED PARALLEL LINE 54.0 FEET; THENCE WESTERLY AT RIGHT ANGLES TO SAID LAST DESCRIBED PARALLEL LINE 130.03 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 54.0 FEET; THENCE EASTERLY AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE 130.03 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE NON-EXCLUSIVE EASEMENT FOR DETENTION, RETENTION AND STORM SEWERS, DRIVEWAY, PARKING AND INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 4 AND OTHER PROPERTY AS CONTAINED IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT 87105425 AND SUPPLEMENTAL DECLARATION RECORDED AS DOCUMENT 87310605.

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PARCEL 7:

OUTLOT A IN BARRINGTON POINTE RESUBDIVISION NO. 1 IN THE EAST 1/2 OF FRACTIONAL SECTION 1, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 23, 1996 AS DOCUMENT NO. 96808122, IN COOK COUNTY, ILLINOIS.

Address: 2300 N. Barrington Road, Hoffman Estates, Illinois

PIN: 06-01-200-015-0000

06-01-200-031-0000

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