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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made as of the day of da

RECITALS:

- A. The Lenders have made a loan in the approximate amount of \$27,000,000.00 to Landic.d (defined below) and Two Century, LLC, a Delaware limited liability company. The Loan is evidenced by those certain secured promissory notes given by Landlord to the Lenders (collectively, the "Note") and secured by a certain Mortgage, Assignment of Leases and Rents and Security Agreement dated October 1, 2013, given by Landlord to Agent for the benefit of the Lenders (the "Mortgage"), which encumbers the fee estate of Landlord in certain premises described in Exhibit A attached hereto (the "Property");
- B. Tenant occupies a portion of the Property under and pursuant to the provisions of a certain ground lease dated August 3, 2000 between CENTENNIAL CENTER, LLC, a Delaware limited liability company, as landled ("Landlord") as successor to GREAT LAKES REIT, LP, and Tenant, as tenant (the "Lease"), and
- C. Tenant has agreed to subordinate the Lease to the Mortgage and to the lien thereof and Agent has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

AGREEMENT:

For good and valuable consideration, Tenant and Agent agree as follows:

- 1. <u>Subordination</u>. Tenant agrees that the Lease and all of the terms, covenants and provisions thereof and all rights, remedies and options of Tenant thereunder are and shall at all times continue to be subject and subordinate in all respects to the Mortgage and to the lien thereof and all terms, covenants and conditions set forth in the Mortgage including without limitation all renewals, increases, modifications, spreaders, consolidations, replacements and extensions thereof and to all sums secured thereby with the same force and effect as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Lease.
- 2. <u>Non-Disturbance</u>. Agent agrees that if any action or proceeding is commenced by Agent for the foreclosure of the Mortgage or the sale of the Property, Tenant shall not be named as a party therein unless such joinder shall be required by law provided

Doc#: 1328839066 Fee: \$108.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A.Yarbrough

Cook County Recorder of Deeds

<u>Date: 10/15/2013 11:25 AM Pg: 1 of 14</u>

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however, such joinder shall not result in the termination of the Lease or disturb the Tenant's possession or use of the premises demised thereunder, and the sale of the Property in any such action or proceeding and the exercise by Agent of any of its other rights under the Note and the Mortgage shall be made subject to all rights of Tenant under the Lease, provided that at the time of the commencement of any such action or proceeding or at the time of any such sale or exercise of any such other rights (a) the term of the Lease shall have commenced pursuant to the provisions thereof, (b) Tenant shall be in possession of the premises demised under the Lease, (c) the Lease shall be in full force and effect and (d) Tenant shall not be in default under any of the terms, covenants or conditions of the Lease or of this Agreement on Tenant's part to be observed or performed beyond the expiration of any applicable notice or grace periods.

Attornment. Agent and Tenant agree that upon the conveyance of the Property by reason of the foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or otherwise, the Lease shall not be terminated or affected thereby (at the option of the transferee of the Property (the "Transferee") if the conditions set forth in Section 2 above have not been met at the time of such transfer) but shall continue in full force and effect as a direct lease between the Transferee and Tenant upon all of the terms, covenants and conditions set forth in the Lease, so long as Transferee assumes all of Landlord's responsibilities under the Lease, and in that event, Tenant agrees to attorn to the Transferee and the Transferee shall accept such attornment. Following such attornment, the Transferee shall not be (a) obligated to complete any construction work required to be done by Landlord pursuant to the provisions of the Lease or to reimburse Tenant for any construction work done by Tenant, (b) liable (i) for Landlord's failure to perform any of its obligations under the Lease which have accrued prior to the date on which the Transferee shall become the owner of the Property, or (ii) for any act or omission of Landlord prior to such foreclosure or sale, (c) required to make any repairs to the Property or to the premises demised under the Lease required as a result of fire, or other casualty or by reason of condemnation unless the Transferee shall be obligated under the Lease to make such repairs and shall have received sufficient casualty insurance proceeds or condemnation awards to finance the completion of such repairs, (d) required to næle any capital improvements to the Property or to the premises demised under the Lease which Landord may have agreed to make, but had not completed, or to perform or provide any services not related to possession or quiet enjoyment of the premises demised under the Lease, (e) subject to any offsets, defenses, abatements or counterclaims which shall have accrued to Tenant against Landlerd prior to the date upon which the Transferee shall become the owner of the Property, (f) liable for the return of rental security deposits, if any, paid by Tenant to Landlord in accordance with the Lease unless such sums are actually received by the Transferee, (g) bound by any payment of rents, additional rents or other sums which Tenant may have paid more than one (1) month in advance to any prior Landlord unless (i) such sums are actually received by the Transferee or (ii) such prepayment shall have been expressly approved of by the Transferee, (h) bound to make any payment to Tenant which was required under the Lease, or otherwise, to be made prior to the time the Transferee succeeded to Landlord's interest, (i) bound by any agreement amending, modifying or terminating the Lease which purports to (1) reduce the amount of rent or other sums payable to Landlord under the Lease, (2) enlarges or reduces the size of the Property, (3) lengthens or shortens the term of the Lease or (4) creates construction obligations on the part of the Landlord or adds monetary obligations due from Landlord to Tenant, made without the Agent's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, or (i) bound by any assignment of the Lease or sublease of the Property, or any portion 1328839066 Page: 3 of 14

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thereof, made prior to the time the Transferee succeeded to Landlord's interest other than if pursuant to the provisions of the Lease.

Notice to Tenant. After notice is given to Tenant by Agent that the Landlord is in default under any of the Loan Documents beyond any applicable notice and cure period and that the rentals under the Lease should be paid to Agent pursuant to the terms of the assignment of leases and rents executed and delivered by Landlord to Agent in connection therewith, Tenant shall thereafter pay to Agent or as directed by the Agent, all rentals and all other monies due or to become due to Landlord under the Lease and Landlord hereby expressly authorizes Tenant to make such payments to Agent and hereby releases and discharges Tenant from any liability to Landlord on account of any such payments.

Intentionally Omitted.

- Agent to Receive Notices. Tenant shall provide Agent with copies of all written notices sent to Landlord pursuant to the Lease simultaneously with the transmission of such notices to the Landlerd. Tenant shall notify Agent of any default by Landlord under the Lease which would entitle Tenancio cancel the Lease or to an abatement of the rents, additional rents or other sums payable thereuraer and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation thereof or of such an abatement shall be effective unless Agent shall have received notice ci default giving rise to such cancellation or abatement and shall have failed within thirty (30) days after receipt of such notice to cure such default or such longer cure period as may be provided to the Landlord under the Lease (the "Initial Cure Period"), or if such default cannot reasonably of cured within the Initial Cure Period, such longer period as may be required, provided that Agent has commenced such cure within the Initial Cure Period and diligently prosecutes the same until completion.
- 7. Notices. All notices or other written communications hereunder shall be deemed to have been properly given and served upon the other party if sent by overnight delivery with any reputable nationally recognized overnight courier service, or the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as Office follows:

If to Tenant: Garden Fresh Restaurant Corp.

15822 Bernardo Center Drive, Suite A

San Diego, California 92127 Attention: Legal Department

RBS Citizens, N.A. If to Agent:

> 340 Madison Ave., 22nd Floor New York, New York 10173

Attn.: Jonathan Hirshey

With a copy to: RBS Citizens, N.A.

> 1215 Superior Ave, OHS675 Cleveland, Ohio 44114

Attn.: Shelly Lyles

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and to:

Riemer & Braunstein LLP Times Square Tower, Suite 2506 Seven Times Square New York, New York 10036 Attention: Erik F. Andersen, Esq.

or addressed as such party may from time to time designate by written notice to the other parties.

Either party by notice to the other may designate additional or different addresses for subsequent notices or communications. Notice shall be deemed to have been given or served on the delivery date indicated by the courier service or by the US Postal Service on the return receipt or on the date such delivery is refused.

- 8. <u>Joint and Several Liability</u>. If Tenant consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Agreement shall be binding upon and inure to the benefit of Agent, Lenders and Tenant and their respective successors and assigns.
- 9. <u>Definitions</u>. The term "**Agent**" as used herein shall include the successors and assigns of Agent and any person party or entity which shall become the owner of the Property by reason of a foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or otherwise. The term "Landlord" as used herein shall mean and include the present landlord under the Lease and such landlord's predecessors and successors in interest under the Lease, but shall not mean or include Agent. The term "Property" as used herein shall mean the Property, the improvements now or hereafter located thereon and the estates therein encumbered by the Mortgage.
- 10. <u>No Oral Modifications</u>. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.
- 11. Governing Law. This Agreement shall be deemed to be a contract entered into pursuant to the laws of the State where the Property is located and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State where the Property is located.
- 12. <u>Inapplicable Provisions</u>. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.
- 13. <u>Duplicate Originals</u>; <u>Counterparts</u>. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

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- 14. <u>Number and Gender</u>. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.
- 15. <u>Further Acts</u>. Tenant will, in accordance with the terms and conditions of the Lease execute, acknowledge and deliver further acts and assurances as Agent shall, from time to time, reasonably request, for the better assuring and confirming unto Agent the property and rights hereby intended now or hereafter so to be, or for carrying out the intention or facilitating the performance of the terms of this Agreement or for filing, registering or recording this Agreement, or for complying with all applicable laws.
- Limitations on Agent's and Lender's Liability. Tenant acknowledges that Agent and the Lenders are obligated only to Landlord to make the Loan upon the terms and subject to the conductors set forth in the Note and Mortgage and the other documents executed in connection thereunder (collectively, the "Loan Documents"). In no event shall Agent, any Lender or any purchaser of the Property at foreclosure sale or any grantee of the Property named in a deed-in-lieu of foreclosure, nor any heir, legal representative, successor, or assignee of Agent or any Lender or any such purchaser or grantee (collectively, Agent, the Lenders, such purchaser, grantee, heir, legal representative, successor or assignee, the "Subsequent Landlord") have any personal liability for the obligations of Landlord under the Lease and should the Subsequent Landlord succeed to the interests of the Landlord under the Lease, Tenant shall look only to the estate and property of any such Subsequent Landlord in the Property for the satisfaction of Tenant's remedies for the codec ion of a judgment (or other judicial process) requiring the payment of money in the event of ary default by any Subsequent Landlord as landlord under the Lease, and no other property or assets of any Subsequent Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to the Lease; provided, however, that the Tenant may exercise any other right or remedy provided thereby or by law in the e ent of any failure by Subsequent Landlord to perform any such material obligation.
- 17. <u>Approval of Lease by Lender</u>. To the extent that Lender's consent or approval of the Lease is required under the Loan Documents, Lender confirms that it has granted all required consents and approvals.
- 18. <u>Effectiveness</u>. Tenant's subordination hereunder and the terms of this Agreement shall become null and void and of no further force and effect, unless and until Tenant receives in its possession, delivered in accordance with the Notices requirement of this Agreement, within forty-five (45) days following the date of Tenant's execution hereto, either a fully-executed and dated original of this Agreement or a photocopy of the fully-executed and dated original Agreement reflecting the recording references, following recordation among the land records of the recording authority in which the Landlord's Property is located.

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IN WITNESS WHEREOF, Agent and Tenant have duly executed this Agreement as of the date first above written.

AGENT:

RBS CITIZENS, N.A.

By:

Name: Jonathan Hirshey

Title: Senior Vice President

STATE OF MEW YURK

SS

COUNTY OF wow YORK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Jonathan Hirsbey, a Senior Vice President of RBS CITIZENS, N.A., a national banking association, who 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 the said uncomment as his own free and voluntary act and as the free and voluntary act of said company, for the view and purposes therein set forth.

GIVEN under my hand and notarial seal this day of vo

OUBER

, 2013

Notary Public

My Commission Expires:

EILEEN GOMEZ
Notary Public, State of New York
No. 01GO6154164
Qualified in Kings County
Commission Expires Acril 13, 20 (S

[Signature page to SNDA]

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	TENANT:
	GARDEN FRESH RESTAURANT CORP., a Delaware corporation
	By: Name: Title: John D. Morberg Chief Financial Officer
COUNTY OF	
DOES HEREBY CERRIFY that Garden Fresh Restaurant Corp., a Delaw re- the same person whose name is subscribed to	and for the said County, in the State aforesaid, , the of corporation, who is personally known to me to be the foregoing instrument, appeared before me this
and voluntary act and as the free and volunta therein set forth.	and delivered the said instrument as his own free any act of said company, for the uses and purposes
GIVEN under my hand and notarial seal the	his day of, 2013.
	Notary Public
	My Commission Expires:

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)	
Court of San Diego	}	
County of Sur DI-CTU		
On 8/30/30 before me, David Comy Motory Hubble, Here Insert Name and Title of the Officer		
personally appeared JOHN J) MONDERG		
Name(st of Signer(s)		
be san Diego County My Comm. Codies Nov 5, 2013 Wine Call institution of the	the person(s) whose name(s) is/are subscribed to the thin instrument and acknowledged to me that she/they executed the same in his/her/their authorized pacity(ies), and that by his/her/their signature(s) on the strument the person(s), or the entity upon behalf of nich the person(s) acted, executed the instrument.	
of	ertify under PENALTY OF PERJURY under the laws the State of California that the foregoing paragraph is and correct.	
W	TN ESS my/hand and official seal.	
	Colon Colons	
Place Notary Seal Above	gnature Signature of Notary Public	
OPTIOI		
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.		
Description of Attached Document		
Title or Type of Document: Subordination Non Instruktives Attornment Angument		
1116 20 200		
Signer(s) Other Than Named Above:		
Capacity(ies) Claimed by Signer(s)		
Signer's Name:	Signer's Name:	
U Individual /	□ Individual	
Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):	
☐ Partner — ☐ Limited ☐ General	Partner — Limited Ceneral	
Attorney in Fact	Allomey in ract	
Trustee Lagrangian or Conservator	□ Trustee	
Other:	☐ Guardian or Conservator ☐ Other:	
Signer Is Representing:	Signer Is Representing:	

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The undersigned accepts and agrees to the provisions of Section 4 hereof: LANDLORD: CENTENNIAL CENTER, LLC, a Delaware limited liability company By: Golf St. Partners, LLC, its sole member Chicago Manager, LLC, managing member By: Name: Cyrus Sak ai Title: Managing Member STATE OF NEW York I, Macles A. Delossantos, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Cyrus Sakhai, the Managing Member of Chicago Manager, LLC, the managing member of Golf St. Partners, LLC, the sole member of Centennial Center, LLC, a Delaware limited liability company, 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 1s the free and voluntary act of

My Commission Expires:

ARACELIS A DELOSSANTOS Notary Public, State of New York No. 01DE6227250 Qualified in Queens County Commission Expires August 30, 2014

Notary Public

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 1 AND 2 IN CENTENNIAL CENTER SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED SEPTEMBER 17, 1996 AS DOCUMENT 96707738, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTE IDAT TO AND FOR THE BENEFIT OF PARCEL 1, AS CREATED BY RECIPROCAL GRANT OF PUADWAY EASEMENTS MADE BY AND BETWEEN LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 21, 1979 AND KNOWN AS TRUST NUMBER 101568, LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 2, 1979 AND KNOWN AS TRUST NUMBER 100750, AND UNION OIL COMPANY OF CALIFORNIA DATED AS OF NOVEMBER 25, 1981 AND RECORDED NOVEMBER 25, 1981 AS DOCUMENT 26070571 AND RE-RECORDED NOVEMBER 31), 1981 AS DOCUMENT 26072946, FOR ROADWAY EASEMENT OVER THE PROPERTY DESCRIBED AS FOLLOWS:

EASEMENT PARCEL F:

AN EASEMENT, 12.00 FEET IN WIDTH, IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIA'N OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12; THENCE NORTH 90 DEGREES 0) MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 62. 43 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 17 SECONDS EAST ALONG A LINE 62.43 FEET EAST (AS MEASURED AFORESAID) OF AND PARALLEL WITH THE WEST LINE OF THE FAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12 A DISTANCE OF 357.01 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 357.00 FEET TO THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD) FOR ITS POINT OF BEGINNING, THENCE CONTINUING NORTH 00 DEGREES 25 MINUTES 17 SECONDS EAST A DISTANCE OF 720,29 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1,077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12, 599.58 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL N:

AN EASEMENT, 12.00 FEET IN WIDTH, IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 62.43 FEET;

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THENCE NORTH 00 DEGREES 25 MINUTES 17 SECONDS EAST ALONG A LINE 62.43 FEET EAST (AS MEASURED AFORESAID) OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12, A DISTANCE OF 1,077.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1,077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 25 MINUTES 17 SECONDS EAST A DISTANCE OF 163.22 FEET TO A POINT ON LINE 1,240.49 FEET NORTH (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, SAID POINT OF TERMINATION ALSO BEING 599.41 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL G:

AN EASEMENT 24.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOULOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 80.43 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 17 SECONDS EAST ALONG A LINE 80.43 FEET EAST (AS MEASURED AFORESAID) OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12 A DISTANCE OF 1,077.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1,077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 25 MINUTES 17 SECONDS EAST A DISTANCE OF 163.22 FEET TO A POINT ON A LINE 1,240.49 FEET NORTH (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, SAID POINT OF TERMINATION ALSO BEING 581.41 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1. AS CREATED BY RECIPROCAL GRANT OF EASEMENTS FOR STORM SEWER AND WATER DETENTION MADE BY AND BETWEEN LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 21, 1979 AND KNOWN AS TRUST NUMBER 101568, AND LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS 19, USTFE UNDER TRUST AGREEMENT DATED MARCH 2, 1979 AND KNOWN AS TRUST NUMBER 1007 30. DATED AS OF NOVEMBER 25, 1981 AND RECORDED NOVEMBER 25, 1981 AS DOCUMENT 26072948, OVER PROPERTY DESCRIBED AS FOLLOWS:

EASEMENT PARCEL H:

AN EASEMENT 10.00 FEET IN WIDTH, IN THE SOUTHEAST 1/4 SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTH 00 DEGREES 25 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12 A DISTANCE OF 215.84 FEET; THENCE NORTH 41 DEGREES 08 MINUTES 11 SECONDS EAST A DISTANCE OF 39.29 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING NORTH 41 DEGREES 08 MINUTES 11 SECONDS EAST A DISTANCE OF 60.50 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 291.00 FEET OF THE

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SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE SOUTH RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD) 597.69 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL L:

AN EASEMENT IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTH 00 DEGREES 25 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAS? 12 OF SAID SECTION 12 A DISTANCE OF 140.00 FEET TO A POINT ON THE NORTHERLY LINE OF GOLF ROAD AS WIDENED PER DOCUMENT NUMBER 20885775 FOR THE POINT OF BEGINNING: THENCE SOUTH 88 DEGREES 13 MINUTES 56 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID GOLF ROAD A DISTANCE OF 149.43 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD; THENCE NORTH 00 DEGREES 00 M'NUTES 00 SECONDS EAST ALONG THE EAST RIGHT OF WAY LINE OF SAID HARTLEY ROAD A DISTANCE OF 140.61 FEET TO A POINT 276.00 FEET NORTH (AS MEASURED AT RIGHT ANGLES OF THE SOUTH LINE OF SAID SECTION 12; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS FAST ALONG A LINE 276.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 218.90 FEET TO A POINT 68.43 FEET EAST (AS MEASURED ALONG SAID SOUTH LINE OF SAID SECTION 12) OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE SOUTH 00 DEGREES 25 MINUTES 17 SECONDS WEST ALONG A LINE OF 68.43 FEET EAST (AS MEASURED AFORESAID) OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12 A DISTANCE OF 136.00 FEET TO A POINT ON THE NORTH LINE OF SAID GOLF ROAD (ALSO BEING THE SOUTH LINE OF THE NORTH 937.27 FEET OF THE SOUTH 1,077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12); THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID GOLF ROAD A DISTANCE OF 68.43 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL M:

AN EASEMENT IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 12; THENCE SOUTH 90 DEGREES 00 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 248.33 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD EXTENDED SOUTH; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH EXTENSION OF THE WEST OF SAID HARTLEY ROAD A DISTANCE OF 132.30 FEET TO A POINT IN THE NORTHERLY LINE OF GOLF ROAD AS WIDENED PER DOCUMENT NUMBER 20885775 FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 13 MINUTES 56 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID GOLD ROAD A DISTANCE OF 260.75 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE 260.75 FEET WEST (AS MEASURED AFORESAID) AND PARALLEL WITH THE WEST RIGHT OF WAY LINE OF SAID HARTLEY ROAD A DISTANCE OF 143.70 FEET; THENCE NORTH 88 DEGREES 13 MINUTES 56 SECONDS EAST ALONG A LINE 143.70 FEET NORTH (AS MEASURED AFORESAID) OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID GOLF ROAD A DISTANCE OF 260.75 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HARTLEY ROAD; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST RIGHT OF WAY LINE OF SAID HARTLEY ROAD A DISTANCE OF 143.70 FEET TO THE POINT OF BEGINNING,

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ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY CROSS EASEMENT AND OPERATING AGREEMENT MADE BY AND BETWEEN LA SALLE NATIONAL BANK A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 2, 1979 AS DOCUMENT AS TRUST NUMBER 100750, AND LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 21, 1979 AND KNOWN AS TRUST NUMBER 101568, FOR OVERHEAD BRIDGE PURPOSES DATED AS OF JULY 29, 1981 AND RECORDED OCTOBER 29, 1981 AS DOCUMENT 26042173 OVER THE PROPERTY DESCRIBED AS FOLLOWS:

ALL THE LAND, I ROPERTY AND SPACE WITHIN THE FOLLOWING DESCRIBED PROPERTY AT AND BELOW THE HORIZONTAL PLANE OF 757.25 FEET ABOVE, AND AT AND ABOVE THE HORIZONTAL PLANE OF +741.25 FEET ABOVE UNITED STATES GEOLOGICAL SURVEY DATUM:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 00 DEGREES 25 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF THE EAST (/2 C) THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12, A DISTANCE OF 469.05 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 52 SECONDS WEST A DISTANCE OF 16 01 FEET TO THE POINT OF BEGINNING FOR SAID PEDESTRIAN BRIDGE EASEMENT, SAID POINT OF BEGINNING BEING A POINT IN THE EAST FACE OF AN EXISTING MASONRY WALL; THENCE NORTH 00 DEGREES 05 MINUTES 46 SECONDS WEST ALONG THE EAST FACE OF SAID MASONRY WALL, A DISTANCE OF 19.75 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 52 SF.CONDS EAST, A DISTANCE OF 144.98 FEET TO A POINT IN THE WEST FACE OF AN EXISTING WINDOW WALL; THENCE SOUTH 00 DEGREES 02 MINUTES 31 SECONDS EAST ALONG THE WEST FACE OF SAID WINDOW WALL, A DISTANCE OF 19.75 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 32 SECONDS WEST, A DISTANCE OF 144.96 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALL THE LAND, PROPERTY AND SPACE WITHIN THE FOLLOWING DESCRIBED PROPERTY AT AND BELOW THE HORIZONTAL, PLANE OF +741.25 FEET ABOVE, AND AT AND ABOVE THE HORIZONTAL PLANE OF +727.7 FEET ABOVE UNITED STATES GEOLOGICAL SURVEY DATUM:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE NORTH 00 DEGREES 25 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12, A DISTANCE OF 469.05 FEET TO A POINT IN THE SOUTH LINE OF A PEDESTRIAN BRIDGE EASEMENT DESCRIBED ON EXHIBIT 'C' OF THE CROSS EASEMENT AND OPERATING AGREEMENT, AFORESAID, RECORDED AS DOCUMENT NO. 26042173; THENCE NORTH 89 DEGREES 57 MINUTES 52 SECONDS EAST ALONG THE SOUTH LINE OF SAID PEDESTRIAN BRIDGE EASEMENT, A DISTANCE OF 47.86 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 08 SECONDS WEST, A DISTANCE OF 702 FEET TO THE SOUTHWEST CORNER OF A CONCRETE COLUMN FOR THE POINT OF BEGINNING, THENCE NORTH 00 DEGREES 17 MINUTES 10 SECONDS EAST ALONG THE WEST FACE OF SAID CONCRETE COLUMN, A DISTANCE OF 6.01 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 24 SECONDS EAST ALONG THE NORTH FACE OF SAID CONCRETE COLUMN A DISTANCE OF 2.00 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 10 SECONDS WEST ALONG THE EAST FACE OF SAID CONCRETE COLUMN, A DISTANCE OF 6.01 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 24 SECONDS WEST ALONG THE SOUTH FACE OF SAID CONCRETE COLUMN, DISTANCE OF 2.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 1 CAN ALSO BE DESCRIBED AS:

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LOT 1 IN CENTENNIAL CENTER SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1996 AS DOCUMENT 96707736, IN COOK COUNTY, ILLINOIS FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89 DEGREES 35 MINUTES 01 SECONDS EAST, 772.97 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 1, BEING A CURVE CONCAVE TO THE WEST HAVING A RADIUS 500.00 FEET AND AN ARC DISTANCE OF 363.47 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 355.52 FEET AND A BEARING SOUTH 11 DEGREES 07 MINUTES 45 SECONDS WEST; THENCE SOUTH 31 DEGREES 57 MINUTES 17 SECONDS WEST ALONG SAID EAST LINE, 180.00 FEET; THENCE SOUTHERLY ALONG SAID EAST LINE, BEING A CURVE CONCAVE TO THE EAST HAVING A RADIUS 600.00 FEET AND AN ARC DISTANCE OF 155.62 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 155.18 FEET AND A BEARING SOUTH 24 DEGREES 31 MINUTES 30 SECONDS WEST; THENCE NORTH 83 DEGREES 44 -MINUTES 00 SECONDS WEST ALONG SAID EAST LINE, 10.73 FEET, THENCE SOUTH 06 DEGREES 14 MINUTES 12 SECONDS WEST ALONG SAID EAST LINE, 81.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES 35 MINUTES 01 SECOND WEST. 525.24 FEET TO THE SOUTH WEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES 18 SECONDS FAST, 720.29 FEET TO THE POINT OF BEGINNING. ALSO LOT 2 IN CENTENNIAL CENTER SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST 114 OF SECTION 12, TOWNSHIP 41 NOF (F), RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1996 AS DOCUMENT 96707738, IN COOK COUNTY, ILLINOIS FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 89 DEGREES 35 MINUTES 01 SECONDS EAST, 518.03 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 06 MINUTES 14 MINUTES 12 SECONDS WEST, 152.02 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES 35 MINUTES 01 SECOND WEST, 501.53 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 00 MINUTES 18 SECONDS EAST, 151.00 FEET TO THE POINT OF BEGINNING.