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AND UPON RECORDING RETURN TO:

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Karen A. Yarbrough
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ACCESS EASEMENT AND RESTRICTIONS AGREEMENT

THIS ACCESS EASEMENT AND RESTRICTIONS AGREEMENT (the "Agreement") is made and entered into, this 16th day of December, 2013 by and between ILLINOIS TOOL WORKS INC., a Delaware corporation ("Parcel A Owner"), 7000 GOLF ROAD, LLC, an Illinois limited liability company ("Parcel B Owner"), and MGHG Property LLC, a Delaware limited liability company ("MGHG").

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RECITALS

A. Parcel A Owner is the owner in fee simple of that certain real property containing a total of approximately 47.33 acres, more or less, located north of Golf Road, east of Harlem Avenue and west of Waukegan Road in the Villages of Morton Grove and Glenview, Illinois (the "Parcel A"). Parcel A is legally described in Exhibit A attached hereto and a portion of it depicted as Parcel A on the site plan attached hereto as Exhibit D (the "Site Plan").

B. Parcel B Owner is the owner in fee simple of certain real property containing approximately 8.036 acres, more or less, located adjacent to and southeast of Parcel A ("Parcel B") and northwest of the intersection of Golf Road and Waukegan Road in the Village of Morton Grove, Illinois. Parcel B is legally described on Exhibit B and is depicted as Parcel B on the Site Plan

C. MGHG is the owner in fee simple of that certain real property containing approximately 1.11 acres, more or less, located north of Golf Road, east of Harlem Avenue and west of Waukegan Road in the Villages of Morton Grove and Glenview, Illinois (the "MGHG Parcel"). The MGHG Parcel is legally described in Exhibit C attached hereto and is depicted as the MGHG Parcel on the Site Plan. Parcel A, Parcel B and the MGHG Parcel are each referred to herein as a "Parcel" and together as the "Parcels".

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D. Parcel A is improved with a driveway that has an entrance on Golf Road as depicted on the Site Plan. The driveway provides vehicular access to and from Golf Road and to and from Parcel B.

E. Parcel B Owner desires to obtain and Parcel A Owner desires to grant a non-exclusive perpetual easement over, upon, across and through the driveway as depicted within the crosshatched area and indicated as Easement Area on the Site Plan attached hereto as Exhibit D (the "**Easement Area**"), for the purposes and upon the terms and conditions hereinafter set forth.

F. The parties hereto also desire to establish certain covenants, conditions and restrictions with respect to their respective Parcels, for the mutual and reciprocal benefit and complement of Parcel A and Parcel B and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Owners hereby covenant and agree that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto, on behalf of themselves and their respective successors and assigns, covenant and agree as follows:

AGREEMENTS

1. Definitions. For purposes hereof, in addition to other words and phrases that might be defined herein, the following words and phrases shall have the following meanings:

(a) The term "**Access Barriers**" shall mean the concrete curbs, fill dirt, grass seeding and other related improvements to be constructed by the Parcel A Owner on Parcel A to close the existing vehicular access openings located between the island medians on Parcel A along the northern boundary of Parcel B in order to create one continuous island that will block access to the interior service road on Parcel A.

(b) The term "**Access Openings**" shall mean the openings and access points between Parcel B and the Easement Area as shown on the Site Plan and which shall be constructed by Parcel B Owner at its cost and expense, including the construction of any opening or lane in any existing median in the Easement Area.

(c) The term "**Parcel B Share**" shall mean fifty percent (50%) of the Easement Area Costs to be paid by Parcel B Owner to Parcel A Owner.

(d) The term "**Easement Area Costs**" shall mean the reasonable out-of-pocket costs incurred by Parcel A Owner in connection with (i) maintaining, repairing, repaving and replacing the portions of the Easement Area, including landscaping located within the Easement Area, and including a management fee equal to five percent (5%) of such costs; (ii) the cost of electricity for lighting the Easement Area; and (iii) the cost of snow and ice removal from the Easement Area.

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(e) The term "Easement Area" is defined in Recital E hereof, and shall include all roadway improvements, paving, curbing, entrances and exits, landscaping and lighting fixtures.

(f) The term "Owner" or "Owners" shall mean Parcel A Owner (as to Parcel A), MGHG (as to the MGHG Parcel) and Parcel B Owner (as to Parcel B), and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of such Parcels (including the owner of any subdivided lots on Parcel A, Parcel B, or MGHG Parcel), whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on any such Parcel or any portion thereof.

(g) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on Exhibit A, Exhibit B and Exhibit C, that is, Parcel A, Parcel B and the MGHG Parcel and any future subdivisions thereof.

(h) The term "Permittee(s)" shall mean the tenant(s) or occupant(s) of a Parcel and the respective customers, invitees, licensees, employees, agents, contractors and guests of the Owners or such tenant(s) or occupant(s).

(i) The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit D and by reference made a part hereof. Except as may be otherwise provided in this Agreement, the Site Plan is for identification purposes only.

2. Grant of Easements.

2.1 Access Easement. Parcel A Owner hereby grants, establishes, covenants and agrees that Parcel B, and Parcel B Owner and Permittees of Parcel B, shall be benefited by a non-exclusive and perpetual easement, as an easement appurtenant to and for the benefit of Parcel B (including all lots and subdivided lots therein by separation of ownership, ground lease or otherwise) for access, ingress and egress over the driveway located within the Easement Area, so as to provide for the passage of motor vehicles and pedestrians between Parcel B to and from Golf Road, which easement is hereby imposed upon Parcel A and all present and future Owners and Permittees of Parcel A. Parcel A Owner agrees that the Easement Area cannot be changed or relocated without the written consent of Parcel B Owner. Parcel A Owner and Parcel B Owner agree to record an amendment to this Agreement that provides a legal description of the Easement Area following the construction of the Access Openings within the Easement Area by Parcel B Owner.

2.2 Temporary Construction Easement.

(a) Parcel A Owner hereby grants to Parcel B Owner a temporary easement for performing demolition and construction within the Easement Area as reasonably necessary to construct the Access Openings within the Easement Area; provided, however, that such easement shall be in effect only during periods when actual construction is being performed and will terminate when construction is completed, and provided further that the use of such construction easement shall not unreasonably

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interfere with the use and operation of any business conducted by Parcel A Owner on Parcel A. Prior to exercising the rights granted herein, Parcel B Owner shall provide Parcel A Owner with:

(i) plans and specifications showing the proposed demolition of improvements within the Easement Area and the construction of the Access Openings, which plans and specifications shall be subject to the prior written approval of Parcel A Owner, such approval not to be unreasonably withheld, conditioned or delayed. In the event such plans and specifications depict the Access Openings in the locations, and in the size and configurations, shown on the Site Plan, they shall be deemed acceptable to Parcel A Owner. In the event Parcel A Owner objects to the plans and specifications, it shall state such objections with reasonable specificity. If Parcel A Owner does not approve or disapprove the plans and specifications within ten (10) days of receipt, the plans and specifications shall be deemed approved; and

(ii) a certificate of insurance showing that its contractors have obtained the minimum insurance coverage required by this Agreement. Parcel B Owner shall promptly pay all costs and expenses associated with such work, shall complete such work as quickly as possible, and shall promptly clean and restore the affected portion of the Easement Area or any affected portions of Parcel A to a condition which is equal to or better than the condition which existed prior to the commencement of such work.

(b) Parcel B Owner hereby grants to Parcel A Owner a temporary easement over the north 30 feet of Parcel B for Parcel A Owner to construct the Access Barriers on Parcel A; provided, however, that (i) Parcel B Owner shall not unreasonably withhold, condition or delay its consent to increasing the size or altering the configuration of the foregoing temporary easement area to the extent reasonably necessary for Parcel A Owner to construct the Access Barriers; and (ii) such easement shall be in effect only during periods when actual construction is being performed and will terminate when construction is completed, and provided further that the use of such construction easement shall not unreasonably interfere with the use and operation of any business conducted by Parcel B Owner on Parcel B.

(c) Once commenced, any construction undertaken within the Easement Area or pursuant to Section 2.2(b) above shall be diligently prosecuted to completion, so as to minimize any interference with the business of the Owners of Parcel A and Parcel B and their Permittees. Parcel A Owner and Parcel B Owner shall in connection with any such work act with due diligence to repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Easement Area and the easement area under 2.2(b) upon which such work is performed, or any damage caused to Parcel A or Parcel B, to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, each of Parcel A Owner and Parcel B Owner shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner and its Permittees from all damages, losses, liens or claims attributable to the performance of such work.

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2.4 Indemnification.

(a) Parcel B Owner shall indemnify and hold Parcel A Owner and MGHG harmless from and against all claims, liabilities, and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss or damage of or to any person or property arising from the negligent acts or omissions or intentional misconduct of Parcel B Owner, its contractors, employees, agents, customers, invitees or any party acting on its behalf occurring on or near the Easement Area or in connection with construction activities performed pursuant to Section 2.2(a) above, except to the extent any such claim, liability or expense arises from the negligent acts or omissions or intentional misconduct of Parcel A Owner or MGHG, or their respective contractors, employees, agents, customers or invitees.

(b) Parcel A Owner shall indemnify and hold Parcel B Owner harmless from and against all claims, liabilities, and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss or damage of or to any person or property arising from the negligent acts or omissions or intentional misconduct of Parcel A Owner and MGHG, its contractors, employees, agents, customers, invitees or any party acting on its behalf occurring on or near the Easement Area or in connection with construction activities performed pursuant to Section 2.2(b) above, except to the extent any such claim, liability or expense arises from the negligent acts or omissions or intentional misconduct of Parcel B Owner or its contractors, employees, agents, customers or invitees. Notwithstanding the foregoing, from and after the date that the Owner of Parcel A no longer owns or controls the MGHG Parcel, Parcel A Owner shall have no obligation hereunder to indemnify Parcel B Owner for the negligent acts or omissions or intentional misconduct of MGHG.

2.5 Access Openings. Each Owner agrees that the Access Openings shall in no event be blocked, closed, altered, changed or removed and shall at all times remain in place as shown on the Site Plan. There shall be maintained between the Access Openings a smooth and level grade transition to allow the use of the Easement Area for vehicular ingress and egress as set forth in Section 2.1 above. Nothing herein shall preclude an Owner from maintaining a fence, berms, landscaping or other improvements along the boundary line of its Parcel and that of the other Parcel or portions of its Parcel adjacent to the Easement Area (except such improvements may not be located within the Easement Area and such improvements shall not interfere with the use of the easements set forth in Section 2.1 above).

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2.6 Reasonable Use of Easements.

(a) Parcel B Owner agrees that the easements hereinabove granted shall be used and enjoyed by Parcel B Owner and its Permittees in such a manner so as not to interfere with, obstruct or delay the conduct and operations of the business of Parcel A Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of goods in connection therewith. Parcel A Owner agrees that the driveway located within the Easement Area hereinabove granted shall be used and enjoyed by Parcel A Owner and its Permittees in such a manner so as not to interfere with, obstruct or delay the conduct and operations of the business of Parcel B Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of goods in connection therewith.

(b) Notwithstanding anything to the contrary, none of the easements hereinabove granted shall be deemed to create or give Parcel B Owner or its Permittees the right to park any vehicle of any kind within the Easement Area, nor shall Parcel A Owner, MGHG or their Permittees have the right to park any vehicle of any kind within the Easement Area.

3. Maintenance and Easement Area Costs.

3.1 Buildings and Appurtenances Thereeto. In consideration of the easements granted herein, Parcel B Owner covenants to keep and maintain or cause to be kept and maintained, at its or its Permittee's sole cost and expense, the improvements and landscaping located from time to time on Parcel B in good order, condition and repair. Until such time as improvements are constructed on Parcel B, Parcel B Owner shall maintain or cause to be maintained the same in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris. Once constructed, in the event of any damage to or destruction of a building on Parcel B, the Owner thereof shall, subject to the requirements of any mortgagees of such Parcel, at its (or its Permittee's) sole cost and expense, with due diligence either (a) repair, restore and rebuild or cause its Permittee to repair, restore or rebuild such building to a condition equal to or better than the existing prior to such damage or destruction (or with such changes as shall not conflict with this Agreement), or (b) demolish and remove or cause its Permittee to demolish and remove all portions of such damaged or destroyed building then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition.

3.2 Easement Area Maintenance. Parcel A Owner covenants at all times following completion of construction of improvements by Parcel B Owner within the Easement Area to operate, maintain, repair or replace or cause to be operated, maintained, repaired, or replaced at its expense (subject to reimbursement by Parcel B Owner pursuant to Section 3.3 below) the Easement Area and improvements located thereon in good order, condition and repair. Following the completion of construction of improvements within the Easement Area and on Parcel B, maintenance of the Easement Area shall include, without limitation, maintaining and repairing the portion of the private roadway located within the Easement Area, removing debris and other refuse, and removing snow and ice as reasonably necessary, to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining and keeping lit appropriate

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lighting fixtures for the adequate lighting of the Easement Area, maintaining marking, directional signs, lines and striping, if any, as needed, maintaining landscaping within the Easement Area, and performing any and all such other duties as are necessary to maintain the Easement Area in a clean, safe and orderly condition. In the event that occupants of Parcel B should remain open for business during hours or days that Parcel A Owner or other occupants of Parcel A are not also open for business, Parcel A Owner shall nonetheless cause to be provided all of the services described in this Section during such hours and days, including, but not limited to, the illumination of the Easement Area. In the event that Parcel A is subdivided and one or more portions of it conveyed to another Owner or Owners, the Owner of the portion of Parcel A on which is located the office building located closest to, and having direct vehicular access to, Harlem Avenue shall be responsible for performing the obligations of Parcel A Owner under this Section 3.2 (the "**Responsible Parcel A Owner**"), unless another Owner of a portion of Parcel A is designated in a written declaration signed by both the Responsible Parcel A Owner and such designated Owner and recorded against Parcel A; provided a copy thereof is delivered to Parcel B Owner in accordance with the notice provisions of Section 11.11 herein.

3.3 Payment of Parcel B Share of Easement Area Costs. Parcel B Owner shall at all times during the term reimburse Parcel A Owner for the Parcel B Share of the Easement Area Costs incurred by Parcel A Owner, within thirty (30) days following receipt of a reasonably detailed invoice describing such Easement Area Costs. In the event that Parcel B is subdivided and the subdivided portion or portions thereof are acquired by other Owners, then the Parcel B Share of the Easement Area Costs shall be allocated among such Owners based on the ratio that the portion of Parcel B owned by such Owner bear to the total area of Parcel B.

3.4 Any Owner (or tenant) of Parcel B may within thirty (30) days of receipt of such detailed invoice, dispute amounts set forth on the invoice that it believes to have been billed in error by written notice delivered to Parcel A Owner (or Responsible Parcel A Owner, if applicable), following which the parties will negotiate in good faith to resolve such dispute. Any invoice to which any Owner (or tenant) of Parcel B does not object in writing with said 30-day period, shall be deemed to be accepted.

4. Restrictions.

4.1 General.

(a) Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal.

(b) In addition to the foregoing, throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of the Parcels, shall be used, directly or indirectly, for a cocktail lounge or bar (except in connection with a restaurant or other permitted use, including an automobile dealership), any other establishment that sells alcoholic beverages for on-premises consumption (except in connection with a restaurant or other permitted use including an automobile dealership), disco, pool hall, billiard parlor (unless in connection with an automobile dealership), skating rink, roller rink, amusement arcade, adult book store, adult theatre, adult amusement facility, or any

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facility selling or displaying pornographic materials or having such displays, second hand store, odd lot, closeout or liquidation store, auction house, flea market, massage parlor, funeral home, the outdoor housing or raising of animals, any industrial use (including, without limitation, any manufacturing, smelting, rendering, brewing, refining, chemical manufacturing or processing—but excluding chemical processing conducted in a research laboratory to the extent permitted under applicable zoning requirements—or other manufacturing uses), to the extent an Owner has control over mineral rights, any mining or mineral exploration or development except by non-surface means, a carnival, amusement park or circus, an assembly hall, off track betting establishment, bingo hall, any use involving the use, storage, disposal or handling of hazardous materials in violation of applicable law or underground storage tanks in violation of applicable law, any facility for the sale of paraphernalia for use with illicit drugs, or any use which may be reasonably deemed to constitute a nuisance.

4.2 Drive-Throughs. Any facility on Parcel B, which includes a vehicular drive-up or drive-through facility, in which the stopping or standing of motor vehicles in line at a location for drop-off and/or pickup is intended (as, for example, at a restaurant, car wash or bank) shall be constructed, designed and operated so that no motor vehicles in line at such drive-through facility stop or stand onto the Easement Area, or otherwise interfere with the normal pattern and flow of pedestrian or vehicular traffic on and across the Easement Area.

4.3 Light Spill Over. Parcel B Owner hereby acknowledges and agrees that light spill over to Parcel A from Parcel B shall be limited to less than 0.5 foot candles within twenty (20) feet north of the northern boundary of Parcel B.

5. Insurance. Throughout the term of this Agreement, each Owner shall procure and maintain or cause to be procured and maintained by its Permittees commercial liability insurance, insuring itself and including the other party and its mortgagee as an additional insured, with respect to the use and operations of the Easement Area, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage; provided, however, that Parcel A Owner may elect to self-insure and/or carry insurance required hereunder under master or blanket policies of insurance. Parcel B Owner may elect to self-insure and/or carry insurance required hereunder under master or blanket policies of insurance only upon the prior written approval of Parcel A Owner, unless Parcel B Owner has a net worth in excess of \$100,000,000.00 in which event the approval of Parcel A owner shall not be required.

6. Taxes and Assessments. Parcel A Owner shall pay or cause to be paid by its Permittees all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to the Easement Area.

7. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Parcels. No easements, except those expressly set forth in Section 2 shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easement for parking is granted or implied.

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8. Remedies and Enforcement.

8.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

8.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Chase Bank, N.A. (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles on the Easement Area, an Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

8.3 Lien Rights. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner in connection with the exercise of its rights set forth in Sections 8.1 and/or 8.2 above in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the County Recorder of Cook County, Illinois; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Office of the County Recorder of Cook County, Illinois, prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

8.4 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

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8.5 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

8.6 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of Sections 2 or 4 of this Agreement, each Owner agrees that such violation or threat thereof shall cause the non-defaulting Owner and/or its Permittee(s) to suffer irreparable harm and such non-defaulting Owner and its Permittee(s) shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of Sections 2 and/or 4 of this Agreement, the non-defaulting Owner, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of Sections 2 and/or 4 of this Agreement.

9. Right of First Refusal to Purchase Parcel B. Upon agreement by Parcel B Owner as to the financial terms with a third party to purchase Parcel B or portion thereof (Parcel B or the portion thereof which is subject to the letter of intent or contract is hereafter called the "Option Property") in the form of a letter of intent or contract, Parcel B Owner shall notify Parcel A Owner (or if Parcel A has been subdivided then the Responsible Parcel A Owner or such other Owner of a portion of Parcel A as may be designated in a written declaration as provided in Section 3.2 above) in writing ("Option Notice") of the opportunity to purchase the Option Property and the financial terms agreed upon with such third party (the terms therein are called the "Bona Fide Offer"). Upon receipt of an Option Notice, Parcel A Owner may, within ten (10) business days, elect by written notice to Parcel B Owner, to either (a) purchase the Option Property at the price and the financial terms set forth in the Option Notice (such notice is referred to herein as the "Acceptance Notice") or (b) not purchase the Option Property. If Parcel A Owner does not within ten (10) business days of receipt of the Option Notice, elect either (a) or (b), Parcel A Owner will be deemed to have elected (b). If Parcel A Owner elects not to purchase the Option Property following receipt of an Option Notice from Parcel B Owner and either (i) Parcel B Owner fails to enter into a binding agreement for the sale of the Option Property within one hundred eighty (180) days of the Option Notice, or (ii) Parcel B Owner enters into a binding agreement for the sale of the Option Property within one hundred eighty (180) days of the Option Notice and such binding agreement is terminated in accordance with its terms, then if Parcel B Owner desires to continue to attempt or later attempt to sell Parcel B or portion thereof, Parcel B Owner must again offer Parcel B or portion thereof to Parcel A Owner in accordance with the provisions of this Section 9. If Parcel A Owner elects not to purchase the Option Property following receipt of an Option Notice from Parcel B Owner and Parcel B Owner closes on the sale of the Option Property based upon a purchase agreement for the sale of the Option Property entered into within one hundred eighty (180) days of the Option Notice, Parcel A Owner's rights pursuant to this Section 9 shall terminate and thereafter be null and void with respect to the Option Property and Parcel A Owner shall enter into an agreement in recordable form that waives and releases any further rights under this Section 9 with respect to the Option Property. If the Option Property constitutes less than the whole of Parcel B, then following the sale of the Option Property to a third party, Parcel A Owner's rights hereunder shall continue in

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full force and effect with respect to the remainder of Parcel B not included in any Option Property sold to a third party. If Parcel A Owner shall elect (a) above within said 10-business day period, then (x) within a period of sixty (60) days after Parcel A Owner's timely delivery of the Acceptance Notice, the Owners shall proceed in good faith to promptly negotiate and enter into a written agreement for the sale of the Option Property to Parcel A Owner pursuant to the financial terms of the Bona Fide Offer, and (y) during such 60-day period, Parcel B Owner shall permit Parcel A Owner, its employees, agents and contractors, to enter upon the Option Parcel to conduct environmental testing and other physical due diligence on the Option Parcel. If the Owners, acting in good faith, do not enter into a written agreement for the sale of the Option Parcel prior to the expiration of said 60-day period, or if Parcel A Owner is not satisfied with the results of its testing and investigations of the Option Property and, prior to the expiration of said 60-day period, notifies Parcel B Owner in writing that it will not purchase the Option Property, then Parcel A Owner's rights pursuant to this Section 9 shall terminate. Notwithstanding the foregoing, the following transactions shall not be deemed a sale that is subject to the right of first refusal under this Section 9, and Parcel A Owner shall have no right to acquire Parcel B or any portion thereof pursuant to this Section 9 due to any of the following: (i) the transfer of Parcel B or portion thereof to an entity that controls, is controlled by or is under common control with Parcel B Owner, including but not limited to, the transfer of all or a portion of Lot 2 in McGrath Subdivision by 7000 Golf Road, LLC to 7040 Golf Road, LLC, an affiliated entity; (ii) a transfer of Parcel B or portion thereof which is part of a financing, bona fide tax planning or estate planning transaction; or (iii) the transfer of Parcel B or portion thereof as part of the sale or transfer of the existing business then located thereon to a purchaser that intends to operate such business as a going concern; provided, however, that in each such instance the rights of Parcel A Owner under this Section 9 shall continue in full force and effect notwithstanding such transfer and shall apply to any future transfer not exempt from this Section 9 under the provisions of this sentence until such time as Parcel A Owner either accepts or rejects a Bona Fide Offer as provided herein.

10. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Cook County Recorder and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of the Parcels in accordance with Section 11.2 hereof.

11. Miscellaneous.

11.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication (including appeals) shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

11.2 Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Parcels evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Cook County, Illinois. Notwithstanding the foregoing, the Owners of Parcel A and Parcel B may modify or amend this Agreement without the consent of MGHG, provided that the modification or amendment does not affect the MGHG Parcel.

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11.3 Consents. Wherever in this Agreement the consent or approval of an Owner, or its Permittee is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner or a Permittee, under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.

11.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

11.5 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

11.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every Owner and/or every other person or entity now or hereafter having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives. Notwithstanding the foregoing, at such time that the Owner of Parcel A does not own or control the MGHG Parcel then the MGHG Parcel shall be automatically released from the easements, covenants, conditions, restrictions, rights and obligations set forth herein, except for the restrictions set forth in Section 4.1 above which shall remain in effect as against the MGHG Parcel notwithstanding such change of ownership or control.

11.7 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

11.8 Severability. Each provision of this Agreement and the application thereof to the Parcels are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of one or more Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

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11.9 Time of Essence. Time is of the essence of this Agreement.

11.10 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

11.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the Owners are as follows:

If to Parcel A Owner: Illinois Tool Works, Inc.
3600 West Lake Avenue
Glenview, Illinois 60025
Attention: Director of Real Estate

If to Parcel B Owner: 7000 Golf Road, LLC
2020 North Randall Road
Elgin, Illinois 60123
Attention: Gary D. McGrath

11.12 Governing Law. The laws of the State of Illinois shall govern the interpretation, validity, performance, and enforcement of this Agreement.

11.13 Estoppel Certificates. Each Owner, within thirty (30) days of its receipt of a written request from the other Owner(s) shall from time to time provide the requesting Owner with a certificate binding upon such Owner stating: (a) to the best of such party's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate; and (c) the status of Parcel A Owner's rights under Section 9 above.

11.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

11.15 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original hereof and which, when taken together, shall constitute a full and complete Agreement.

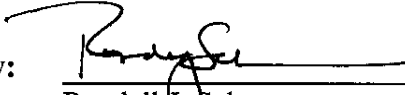
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK - EXECUTION PAGE
FOLLOWS]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PARCEL A OWNER:

ILLINOIS TOOL WORKS INC.

By: 
Name: Randall J. Scheuneman
Title: Vice President and Chief Accounting Officer

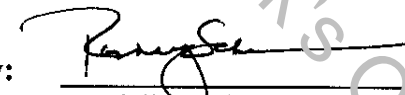
PARCEL B OWNER:

7000 GOLF ROAD, LLC

By: _____
Name: Gary D. McGrath
Title: Manager

MGHG:

MGHG PROPERTY LLC

By: 
Name: Randall J. Scheuneman
Title: President

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PARCEL A OWNER:

ILLINOIS TOOL WORKS INC.

By: _____
Name: Randall J. Scheuneman
Title: Vice President and Chief Accounting Officer

PARCEL B OWNER:

7000 GOLF ROAD, LLC

By: _____
Name: Gary D. McGrath
Title: Manager

MGHG:

MGHG PROPERTY LLC

By: _____
Name: Randall J. Scheuneman
Title: President

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF IL)
) SS.
COUNTY COOK)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gary McGrath, the Manager of 7000 Golf Road LLC, a(n) Illinois limited liability company, and acknowledged the execution of the foregoing Access Easement and Restrictions Agreement for and on behalf of Parcel B Owner, and who, have been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____, _____.

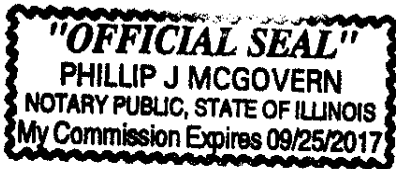
Notary Public

Commission Expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Randall J. Scheuneman, the Vice President and Chief Accounting Officer of Illinois Tool Works Inc., a Delaware corporation, and acknowledged the execution of the foregoing Access Easement and Restrictions Agreement for and on behalf of Parcel A Owner, and who, have been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 13th day of December, 2013.



Phillip J. McGovern
Notary Public

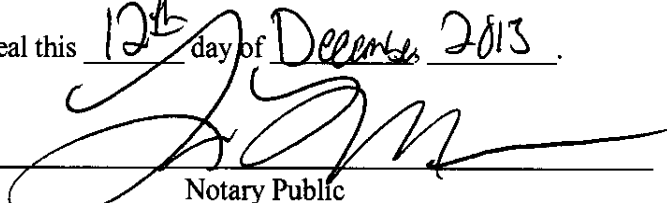
Commission Expires: 9-25-17

UNOFFICIAL COPY

STATE OF IL)
) SS.
COUNTY COOK)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gary McGrath, the Manager of 7000 Golf Road LLC, a(n) Illinois limited liability company, and acknowledged the execution of the foregoing Access Easement and Restrictions Agreement for and on behalf of Parcel B Owner, and who, have been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 12th day of December, 2013.



Notary Public

Commission Expires: _____



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Randall J. Scheuneman, the Vice President and Chief Accounting Officer of Illinois Tool Works Inc., a Delaware corporation, and acknowledged the execution of the foregoing Access Easement and Restrictions Agreement for and on behalf of Parcel A Owner, and who, have been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____, _____.

Notary Public

Commission Expires: _____

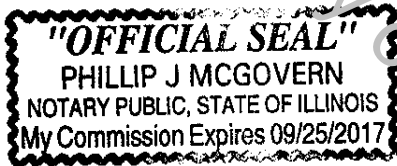
UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Randall J. Scheurman, the President of MGHG Property LLC, a Delaware limited liability company, and acknowledged the execution of the foregoing Access Easement and Restrictions Agreement for and on behalf of MGHG, and who, have been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 13th day of December, 2013.

Phillip J. McGovern
Notary Public



Commission Expires: 9-25-17

[Large scribbled-out signature area]

UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION OF PARCEL A****PARCELS OWNED BY ILLINOIS TOOL WORKS INC.:**

PARCEL 1:

LOT 1 IN KRAFTCO CORPORATION'S SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED WITH THE REGISTRAR OF TITLES ON APRIL 23, 1971 AS DOCUMENT NO. LR2553471 AND SURVEYOR'S CERTIFICATE OF CORRECTION REGISTERED ON AUGUST 6, 1975 AS DOCUMENT NUMBER LR2822552, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 1 IN MCGRATH SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DEC 18, 2013 AS DOCUMENT 1335242056 IN COOK COUNTY, ILLINOIS.

10-07-313-017
 -018
 -019
 -020
 -021
 -011

One Kraft Court, Glenview & Morton Grove, IL

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EXHIBIT B

LEGAL DESCRIPTION OF PARCEL B

LOTS 2 AND 3 IN MCGRATH SUBDIVISION, BEING A SUBDIVISION IN THE
SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 41, RANGE 13 EAST OF THE
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
DEC 18, 2013 AS DOCUMENT 1335244056, IN COOK COUNTY, ILLINOIS.

10-07-313-012

+013

-020

-021

-022

9600 Waukegan Rd, Morton Grove, IL 60053

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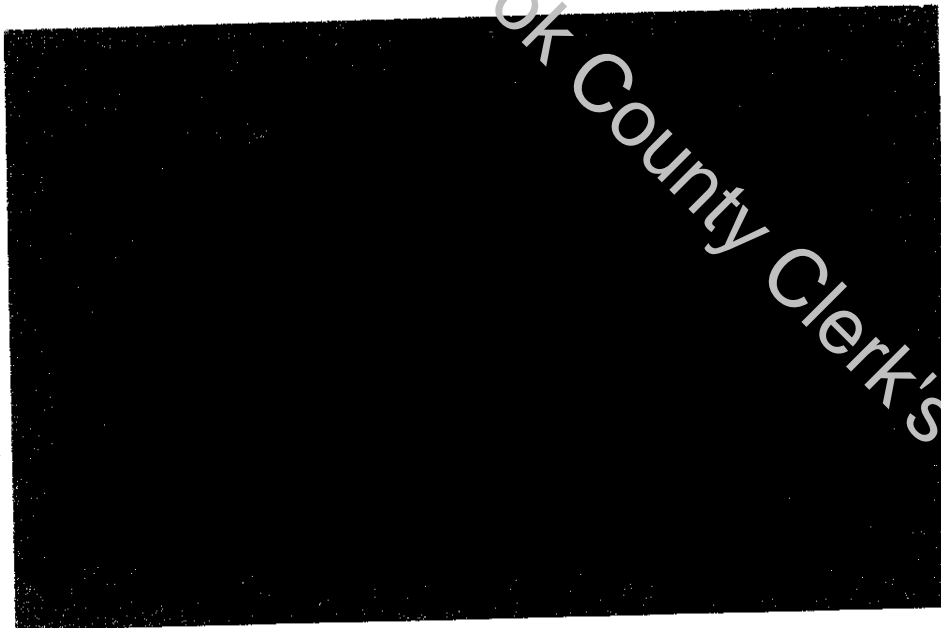
EXHIBIT C

LEGAL DESCRIPTION OF MGHG PARCEL

LOT 4 IN MCGRATH SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DEC 18, 2013 AS DOCUMENT 1335244056, IN COOK COUNTY, ILLINOIS.

10-07-13-010

1 Simpson Street, Morton Grove, IL 60053



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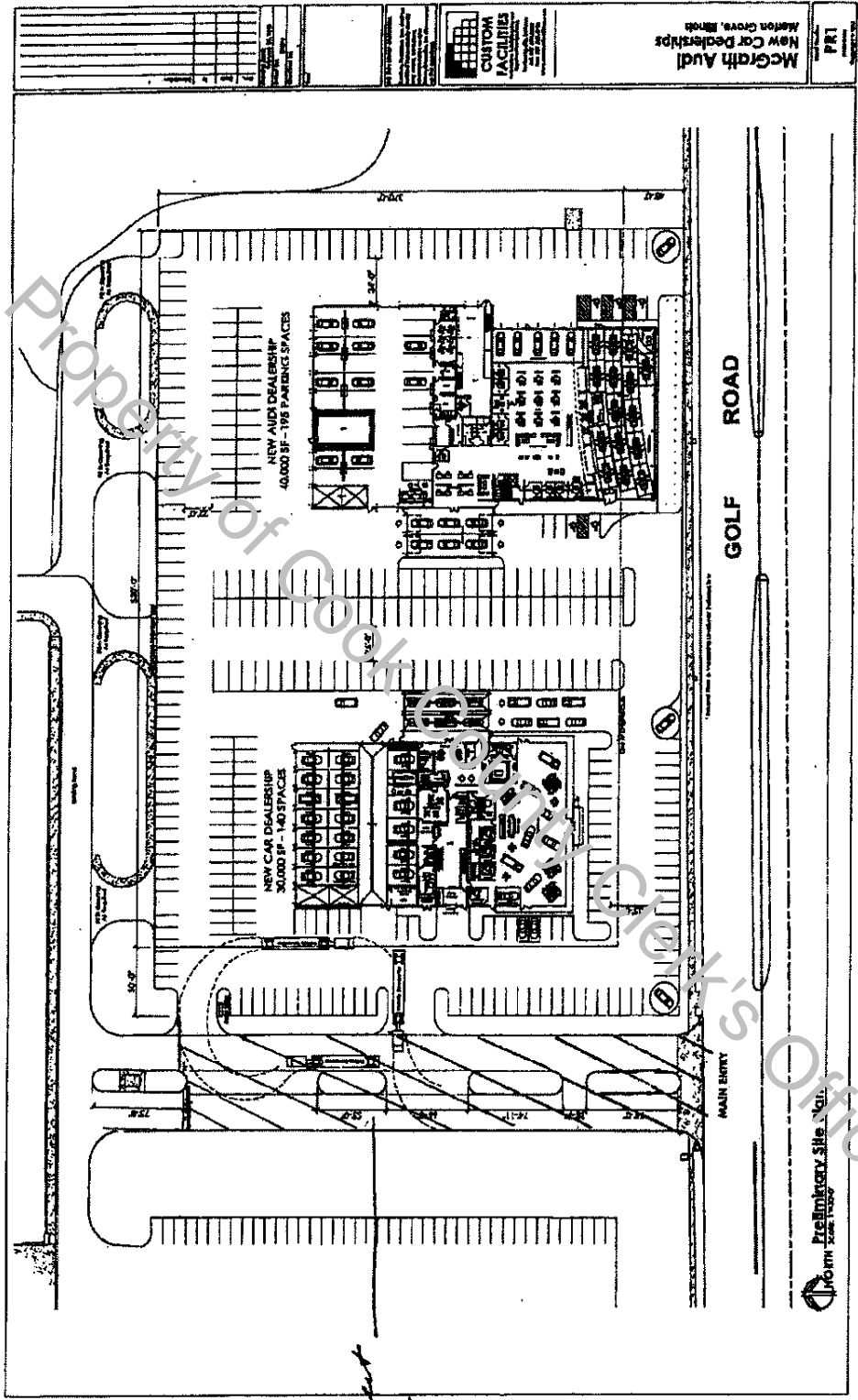
EXHIBIT D

SITE PLAN

[See attached]



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Cement Area

McGrath Audi
New Car Dealerships
Marion Grove, Illinois

McGrath Audi
CUSTOM FACILITIES

McGrath Audi
New Car Dealerships
Marion Grove, Illinois

McGrath Audi
New Car Dealerships
Marion Grove, Illinois

McGrath Audi
New Car Dealerships
Marion Grove, Illinois

McGrath Audi
New Car Dealerships
Marion Grove, Illinois