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PREPARED BY AND WHEN **RECORDED RETURN TO:**

Jeffrey B. Gurian, Esq. Becker Gurian 513 Central Avenue Highland Park, IL 60035

Doc#: 1505510032 Fee: \$60.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00 Karen A. Yarbrough

Cook County Recorder of Deeds Date: 02/24/2015 11:27 AM Pg: 1 of 12

FIRST AMENDMENT TO DECLARATION OF RECIPROCAL **EASEMENT AGREEMENT WITH** COVENANTS CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMEN TO DECLARATION OF RECIPROCAL EASEMENT MCCORMICK, LLC, an Illinois limited liability company ("Declarant").

RECITAL 3

WHEREAS, Declarant entered into that certain Declaration of Reciprocal Easement Agreement with Covenants, Conditions and Restrictions dated December 20, 2013 and recorded on December 30, 2013 as document number 1336419049 in the Office of the Cook County Recorder of Deeds ("REA"); and

WHEREAS, Declarant is the owner of Lot 1, Lot 2, Lot 3 and Lot 4 of the shopping center known as Skokie Commons which comprises all of the property encumbered by the REA and is legally described on Exhibit A attached hereto; and

WHEREAS, Declarant desires to amend the REA as more particularly set forth or now.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the REA is hereby modified and amended as follows:

1. Definitions.

- The capitalized terms used herein and not otherwise defined herein shall have the meanings (a) assigned to them in the REA.
- (b) Section 1 of the REA is amended by adding the following definitions:
 - (i) the term "Bank of America" means Bank of America, National Association, a national banking association, and/or its successors and assigns. Bank of America is a Ground Lessee and a Permittee;

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- (ii) the term "Bank of America Lease" means the ground lease Declarant entered into with Bank of America dated October 3, 2014, as amended from time to time, whereby Declarant, as landlord, leased Bank of America the premises known as Lot 2;
- (iii) the term "Starbucks" means Starbucks Corporation, a Washington corporation, and/or its successors and assigns;
- (iv) the term "Starbucks Lease" means the lease Declarant entered into with Starbucks dated September 9, 2014, as amended from time to time, whereby Declarant, as landlord, leased Starbucks space in the building located on Lot 4;
- (v) the term "Noodles" means Noodles & Company, a Delaware corporation, and/or its successors and assigns;
- the term "Noodles Lease" means the lease Declarant entered into with Noodles dated August 14, 2014, as amended from time to time, whereby Declarant, as landlord, leased Noodles space in the building located on Lot 4;
- (vii) the term "For Eyes" means For Eyes Optical Company, a Pennsylvania ecoporation, and/or its successors and assigns;
- (viii) the term "For Eyes Lease" means the lease Declarant entered into with For Eyes dated October 6, 2014, as amended from time to time, whereby Declarant, as landlord, leased For Eyes space in the building located on Lot 4;
- (ix) the term "Pie Five" means Pie Five Restaurants, Inc., a Texas corporation, and/or its successors and assigns;
- the term "Pie Five Lease" means the lease Declarant entered into with Pie Five dated October 7, 2014. As amended from time to time, whereby Declarant, as landlord, leased Pie Five space in the building located on Lot 4;
- (xi) the term "Village Sewer Agreement" means that certain Sewer Maintenance Agreement between the Declarant and the Village dated April 2014; and
- (xii) The term "Sewer Main Costs" is defined in Section 10 of this Amendment.
- 2. Reasonable Use of Easements. Section 2.4(b) of the REA is amended by adding the following to the end of the second (2nd) sentence: ", and (iii) benefiting Lo 2, said utility lines shall not be removed and/or relocated without the prior written approval of Bank of America, so long as the Bank of America Lease is in effect."
- 3. <u>Common Area Modifications</u>. Section 3.4 of the REA is amended by adding the following new Subsection (d) thereto:
 - (d) Notwithstanding anything to the contrary contained in this Agreement and so long as the Bank of America Lease is in full force and effect, (i) the Owne: (1) ot 2 shall not make any changes to the Common Area located on Lot 2 or the Main Diveway (unless required by Law) without the consent of Bank of America; (ii) no Owner will permit any building to be located on its Lot to be constructed outside the Building Envelope outlined on page 4 of the Site Plan without the consent of Bank of America; (iii) the Main Driveway shall at all times remain and be used as drive aisles and access ways, as depicted on Exhibit B, for the non-exclusive benefit of all Lots; (iv) unless otherwise expressly provided for in this Agreement, no temporary or permanent structures shall be permitted within the Main Driveway other than light poles, curbing, appurtenant landscaping islands and traffic signs; (v) unless otherwise expressly provided for in this Agreement, no staging of materials or vehicles shall be permitted in the Main Driveway; (vi) the Main Driveway shall not be used for any promotional, public, quasipublic, philanthropic, carnival, festival or any similar activities; (vii) unless otherwise expressly provided for in this Agreement, the Main Driveway shall not be modified or

closed without Bank of America's prior written consent, which consent may be withheld, conditioned or delayed in Bank of America's sole and absolute discretion; provided that portions of the Main Driveway may be temporarily closed for a reasonable period of time as needed to (a) perform repairs and/or maintenance or (b) avoid a public dedication so long as during any such closures, an alternative means of access shall be provided so that there shall at all times be reasonable access between Lot 2, the other Lots and the public roads; (viii) no portion of the Main Driveway shall be designated or reserved for the exclusive use of any person or entity; and (ix) the Main Driveway shall be maintained in in accordance with standards not less than those customarily followed in the operation and maintenance of similar retail shopping centers in the Skokie, Illinois area (including complying with all Laws with regard to same and repairing any damage thereto caused by a casualty or condemnation).

- 4. <u>Use Restrictions.</u> Section 5 of the REA is amended by adding the following new Section 5.4 thereto:
 - Bank of America Lease Restrictive Uses. So long as the Bank of America Lease is in full force and effect, none of the Lots may be used for any of the following purposes: storage warehouse, manufacturing, refining or agricultural operation, second hand or surplus stores, mobile home park or trailer court, laundromat, pool or billiard hall, massage parlor, tattoo parlor or body piercing parlor/establishment, bowling alley or skating rink, movie in atre, animal boarding facilities, residential dwellings other than hotel/motel, any establishment exhibiting pornographic materials or which sells drug related paraphernalia, adult entertair next, flea market, video arcade or gambling facility.
- 5. Remedies and Enforcement. Section 8.1 of the REA is amended by adding the following sentence to the end thereof: "As long as the Bank of America Lease is in effect, Bank of America shall have the right to enforce the remedies available to an Owner pursuant to this Section 8.1, including the rights under Section 11.1 below."
- 6. <u>Self-Help.</u> Section 8.2 of the REA is amended by adding the following to the end thereof: "As long as the Bank of America Lease is in effect, Bank of America shall have the right to enforce the remedies available to an Owner pursuant to this Section 8.2."
- 7. <u>Exclusives</u>. Section 10 of the REA is amended by deleting Section 10.4 and adding the following new Sections 10.6, 10.7, 10.8, 10.9 and 10.10:
 - 10.6 <u>Bank of America Exclusive</u>. So long as the Bank of America I ease is in full force and effect, Lot 2 (except Bank of America) and Lot 4 shall not be used for the purposes of conducting the business of a Financial Services Institution. As used in herein, the term "Financial Services Institution" shall mean any entity engaged in any one or more of the following activities: (a) operation of a commercial bank, savings bank, savings and loan association, credit union, mutual or thrift association, or any other institution that accepts deposits of money; (b) operation of any sort of automated teller machine or cash dispensing machine; (c) operation of a stock brokerage firm; (d) operation of a mortgage broker; (e) operation of a finance company, mortgage company or any other institution that lends money; (f) investment banking; (g) private banking; (h) wealth management services; (i) insurance brokerage; and (j) any other financial services or products that Bank of America (or its successors or assigns) is permitted to offer by law.

- 10.7 Starbucks Exclusive. So long as the Starbucks Lease is in full force and effect, Lot 2 and Lot 4 (except Starbucks) shall not be used for the sale of: (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or coffee-based drinks, (c) tea or tea-based drinks, (d) brewed coffee or (e) blended beverages, such exclusive for blended beverages shall not apply to milk/ice cream based milkshakes that do not contain the ingredients or flavorings provided in (a) through (d) above (the "Starbucks Exclusive"). Notwithstanding the foregoing, other tenants may sell (y) brewed coffee, brewed tea or espresso-based coffee drinks which is neither (i) gourmet, nor (ii) brand identified or (z) bottled or canned tea and/or tea served from a soft drink fountain, Further, and notwithstanding the Starbucks Exclusive, a full service, sit-down restaurant with a wait staff and table service serving a complete dinner menu may sell brewed coffee or tea and hot espresso drinks for on-premises consumption only. For purposes of this Section 10.7, gourmet" shall be defined as sourced from a gourmet coffee brand such as Coffee Bean & Tea Leaf, Intelligentsia, Peets, Caribou or other coffee purveyor. For purposes of this Section 10.7, "brand identified" shall mean beverages advertised or marketed within the applicable retail space using a brand name. From and after the expiration of the Longhorn Lease, and so long as the Starbucks Lease is in full force and effect, the Starbucks Exclusive, 25 qualified above, shall apply to Lot 3.
- 10.8 Noodles Exclusive. So long as the Noodles Lease is in full force and effect, Lot 2 and Lot (except Noodles) shall not be used for the sale of noodles and pasta and noodle and pasta-related dishes, for on or off-premises consumption (the "Noodles Exclusive"); provided, however, other tenants on Lot 2 and Lot 4 shall have the right to sell noodles and pasta dishes if (i) the sale of noodle and pasta dishes by such tenant is incidental to another primary business of suc'i ter ant and (ii) such tenant's sale of noodle and pasta dishes does not exceed twenty percent (20%) of such tenant's annual gross revenues. In addition to the foregoing, any direct case ory competitors, including by way of example, the following restaurants operating under the listed trade names, or operating under any successor trade names, are prohibited from operating on Lot 2 and Lot 4: Wild Noodles. Nothing But Noodles, Zyng's Asian Grill, Noodlin, Pol Wei, Mama Fu's, Panda Express, Pick Up Stix, Gimme Sum, Tokyo Joes, Rumbi Island Grill, Wagamama, Vapiano, Fire Bowl Café, ShopHouse Southeast Asian Kitchen, Go Poma, Noodles, Etc., Ajisen Ramen and Piada Italian Street Food (hereafter, collectively referred to as the "Noodles Prohibited Concepts"). From and after the expiration of the Longhorn Lease, and so long as the Noodles Lease is in full force and effect, the Noodles Exclusive and Noodles Prohibited Concepts, as qualified above, shall apply to Lot 3. From and after the expiration of the Mariano's Lease, and so long as the Noodles Lease is in full force and effect, the Noodles Exclusive and Noodles Prohibited Concepts, as qualified above, shall apply to Lot 1, except that the Noodles Exclusive and Noodles Prohibiled Concepts restrictions shall not apply to any business operating in more than fifteen thousand (15,000) square feet on Lot 1.
- effect, Lot 4 (except For Eyes) shall not be used for a business, the primary use of which is providing eye examinations and the retail sale of prescription eyeglasses, sunglasses, contact lenses and related optical services; provided that foregoing restriction shall not apply to (i) the incidental sale of sunglasses, or (ii) the incidental sale of reading glasses (the "For Eyes Exclusive"). From and after the expiration of the Longhorn Lease, and so long as the For Eyes Lease is in full force and effect, the For Eyes Exclusive shall apply to Lot 3. From and after the expiration of the Bank of America Lease, and so long as the For Eyes Lease is in full force and effect, the For Eyes Exclusive shall apply to Lot

- 2. From and after the expiration of the Mariano's Lease, and so long as the For Eyes Lease is in full force and effect, the For Eyes Exclusive shall apply to Lot 1, *except* that the For Eyes Exclusive shall not apply to any business operating in more than ten thousand (10,000) square feet on Lot 1, provided the sale of optical related products of the business conducted in more than ten thousand (10,000) square feet on Lot 1 does not exceed ten percent (10%) of such business's annual gross sales.
- 10.10 Pie Five Exclusive. So long as the Pie Five Lease is in full force and effect, Lot 4 (except Pie Five) shall not be used for a business, the primary use of which is the operation of a restaurant that sells pizza; provided that the foregoing restriction shall not apply to a restaurant or store that sells pizza on an incidental basis (i.e. the restaurant/store generates 20% or less of its annual gross sales from the sale of pizza) (the Pie Five Exclusive"). From and after the expiration of the Longhorn Lease, and so long as the Pie Five Lease is in full force and effect, the Pie Five Exclusive shall apply to Lot 3. From and after the expiration of the Bank of America Lease, and so long as the Pie Five Lease is in full force and effect, the Pie Five Exclusive shall apply to Lot 2. From and after the expiration of the Mariano's Lease, and so long as the Pie Five Lease is in full force and effect, the Pie Five Exclusive shall apply to Lot 1, except the Pie Five Exclusive shall not apply to any business operating in more than ten thousand (10,000) square feet on Lot 1.
- 8. <u>Amendment</u>. Section 11.2 of the P.F.A is amended by adding the following paragraph to the end thereof:

Notwithstanding the foregoing, and so long as the Bank of America Lease is in full force and effect, the consent of Bank of America (which shall not be unreasonably withheld, conditioned or delayed) shall be required for any change, modification or amendment to this Agreement that (a) adversely affects Lot 2 (including, but not limited to, impairment of the sight lines to any building constructed or to be constructed on Lot 2 and/or Bank of America's signage erected pursuant to the Bank of America Lease and the REA) or the Main Driveway, (b) adversely affects any easement or other rights created under this Agreement that benefits Lot 2 or Bank of America, (c) increases Bank of America's monetary or other obligation to operate its business on Loc 2 or under the Bank of America Lease, or (d) materially affects Bank of America's use of the Common Area or its rights under the Bank of America Lease.

9. Notices. Section 11.11 of the REA is amended to reflect that Bank of America shall be copied on all notices to the Lot 2 Owner at the following address:

Bank of America, National Association NC2-150-03-06 13850 Ballantyne Corporate Place Charlotte, North Carolina 28277 Attn: Lease Administration

With a copy to:

Judy L. Wilkinson, Transaction Specialist Bank of America, National Association 901 Main Street, 68th Floor Mail Code TX1-492-68-21

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Dallas, Texas 75202

10. <u>Sewer Maintenance Costs.</u> The following is added to the REA:

The Owner of Lot 4, at its sole cost and expense (but subject to reimbursement from the other Lot Owners pursuant to this Section) shall be responsible to maintain, repair and replace the sewer mains and associated facilities (the "Sewer Mains") located on the Lots that are the subject of the Village Sewer Agreement. Such maintenance shall include complying with the requirements of the Village Sewer Agreement. The Owner of Lot 4 may, from time to time during the term hereof, bill the Owner of Lots 1, 2 and 3, at the appropriate notice address provided in Section 11.11 of the REA, such Owner's share of the actual cost to maintain, repair and replace the Sewer Mains (including complying with the requirements of the Village Sewer Agreement) (collectively the "Sewer Main Cr.sts"), which shall be paid by the Lot 1, 2 and 3 Owners to the Owner of Lot 4 within that; (30) days of its receipt of such bill together with reasonable supporting documentation.

If any Lot Owner fails to pay the Sewer Main Costs within such 30-day period, then such outstanding amount shall accrue interest at the rate set forth in Section 8.2 of the REA, and furthermore, all such outstanding sums and interest shall be subject to the lien rights set forth in Section 8.3 of the REA.

In the event the Owner of Let's fails to maintain the Sewer Mains as required under this Section, then the other Owners (and Ground Lessee(s)) shall have the right, but not the obligation, to exercise self-help to perform said obligation pursuant to Section 8.2 of the REA.

The Lot Owners share of the Sewer Main Costs is as follows:

	Percent	
Lot 1 Owner	66.59%	
Lot 2 Owner	9.14%	
Lot 3 Owner	9.99%	
Lot 4 Owner	14.28%	5

Nothing in this Amendment shall prevent an Owner from requiring its Permittee(s) to pay its share of the Sewer Main Costs (or the Village Sewer Main Costs [defined hereinafter]) if its Permittee(s) lease permits same.

In the event the Owner of Lot 4 fails to maintain the Sewer Mains as required under this Section, the Village shall have the right to perform said obligation pursuant to the Village Sewer Agreement. The Village's cost to perform said obligation is called the "Village Sewer Main Costs" and if any Lot Owner fails to pay the Village its Lot's share of the Village Sewer Main Costs, the Village shall have the right to file a lien against the Lots who have not paid, which lien(s) shall reflect that Lot Owner's share of unpaid Village Sewer Main Costs.

The Owner of Lot 4 acknowledges that its obligations under this Section are binding on its successors and assigns and that concurrent with every fee simple transfer of Lot 4, the transferee shall be deemed to have automatically assumed the duties and responsibilities of the Owner of Lot 4 pursuant to this Section; provided that if requested by the transferor, the transferee shall execute an appropriate document assuming the duties and responsibilities of the Owner of Lot 4 pursuant to this Section.

Notice of all pending transfers of Lot 4 shall be delivered to the Village at least thirty (30) days in advance of such transfer. The notice shall include the identity of the transferee and a certification that a copy of the Village Sewer Agreement has been provided to the transferee. A notice confirming a completed transfer shall be delivered to the Village within three (3) days of the closing. The notice confirming the completed transfer shall include all relevant contact information regarding the transferee and any appropriate documents executed by the transferee obligating transferee to abide by the terms and provisions of this Section.

11 Main Driveway Amendment. Section 3.3 of the REA is amended by adding the following at the end of the first full paragraph of said Section:

The Owner of Lot 1 at its sole cost and expense (but subject to payment of the Maintenance Charge pursuant to Section 3.9 below) covenants to reimburse the Village for twenty five (25%) percent of the maintenance, repair and electrical costs incurred by the Village with regard the traffic signals located at the intersection of Touhy Avenue and the Main Driveway (the "Traffic Signal Costs"). In the event the Traffic Signal Costs include (a) the cost to replace the traffic signals located at the intersection of Touhy Avenue and the Main Driveway, or (b) the cost of a Capital Repair of same, the Owner of Lot 1 shall pay said replacement or Capital Repair cost and the other Lot Owners shall reimburse the Owner of Lot 1 for the cost of said replacement or Capital Repair within thirty (30) days of being invoiced for same in the recontages set forth in Section 3.3 of the REA and if said other Lot Owners fail to pay, the Owner of Lot 1 shall have the right to collect from, and lien the other Lot Owner's Lots in the manner described in the last paragraph of said Section 3.3:

12. Environmental Matters. The following is hereby added to the REA:

In the event an Owner becomes aware of an environmental matter with regard to its Lot, which environmental matter may interfere with the operation of the ousiness being conducted on that Lot or require remediation pursuant to applicable law, said Owner shall timely advise the other Lot Owners, in writing, of the environmental matter.

13. Consent. Pursuant to Section 11.2 of the REA, Mariano's and Longhorn hereby enter into this Amendment in order to set forth their respective approvals of the modifications and amendments to the REA set forth herein. Additionally, notwithstanding anything set forth in Section 3.4(b)(iii) of the REA to the contrary, Mariano's hereby consents to the use of the Main Driveway by the Owners and Permittees of the Lots for purposes of ingress and egress to and from to each of the respective Lots.

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IN WITNESS WHEREOF, the Declarant has executed this Amendment as of the Effective Date.

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NRG TOUHY McCORMICK,	LLC,	an	Illinois	limited
liability company				

By: CENTRUM SKOKIE MANAGER, LLC

an Illinois limited liability company,

its Manager

By: Graham Palmer

Title: Manager

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me on Executive 13, 2015, by Graham Palmer, a Manager of CENTRUM SKOKIE MANAGER, LLC, an Illinois limited liability company, as the Manager of NRG TOUHY McCORMICK, LLC, an Illinois limited liability company, on behalf of the limited liability company, who is personally known to me.

Namez DAMY L Horan NOTARY PUBLIC, State of Thinois

(SEAL)

t's Office

OFFICIAL SEAL AMY L HORAN

NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES 10/04.15

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CONSENT OF TENANT

Roundy's Supermarkets Inc., a Wisconsin corporation, as tenant of a portion of Lot 1 under the Mariano's Lease, hereby consents to the execution and recording of the within First Amendment to Declaration of Reciprocal Easement Agreement with Covenants, Conditions and Restrictions and agrees that the Mariano's Lease is subject thereto. Further, and so long as the Mariano's Lease is in full force and effect, Roundy's Supermarkets Inc. covenants and agrees that Mariano's shall reimburse the Owner of Lot 1 for the Traffic Signal Costs (as defined in Section 11 of this Amendment) to be paid by the Owner of Lot 1; provided that Mariano's shall have no obligation to reimburse the Owner of Lot 1 for any Traffic Signal Costs that include the replacement or Capital Repair costs of the traffic signals located at the intersection of Touhy Avenue and the Main Driveway, which replacement or Capital Repair costs shall be paid by the Owner of Lot 1 subject to reimbursement from the other Owners pursuant to Section 11 of this Amendment.

the intersection of Touhy Avenue and the Main Driveway, which replacement or Capital Repair costs
shall be paid by the Owner of Lot 1 subject to reimbursement from the other Owners pursuant to Section
11 of this Amendment.
IN WITNESS WIEREOF, Roundy's Supermarkets Inc., has caused this Consent of Tenant to be
signed by its duly authorized officer on its behalf; all at Milwaukee, Wisconsin on this day of
February, 2015.
Roundy's Supermarkets Inc., a Wisconsin corporation
Roundy's Supermarkets file., a wisconsin corporation
By: Wward & W
It : Edward G. Kitz
Group VP Legal, Risk &
Treasury
STATE OF WISCONSIN)
) SS:
COUNTY OF Milwankee)
I, Daniel Faccell, a Notary Public in and for County and State
aforesaid, do hereby certify that Edward to Kitz as Group V.P. of
Roundy's Supermarkets Inc., a Wisconsin corporation personally known to me to be the same person
whose name is subscribed to the foregoing instrument as such bound v.P. appeared before me
this day in person and acknowledged that he/she signed and delivered the said instrume it as his/her own
free and voluntary act, and as the free and voluntary act of said company, the uses and purposes therein
set forth.
Change and Annual and Notarial Scalethia II day of The 2015
Given under my hand and Notarial Seal this 16 day of February, 2015.
Daniel Tarell
Notary Public
comment of the second of the s
See Lemma 1988
**** * 17 * 17 * 18 * 1 * 1 * 1 * 1 * 1 * 1 * 1 * 1 *

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CONSENT OF TENANT

RARE Hospitality Management, Inc., a Delaware corporation, as tenant of Lot 3 under the Longhorn Lease, hereby consents to the execution and recording of the within First Amendment to Declaration of Reciprocal Easement Agreement with Covenants, Conditions and Restrictions and agrees that the Longhorn Lease is subject thereto.

IN WITNESS WHEREOF, RARE Hospitality Management, Inc. has caused this Consent of Tenant to be signed by its duly authorized officer on its behalf; all at Orlando, Florida on this Aday of Footbar , 2015. RARE Hospitality Management, Inc., a Delaware corporation STATE OF FLORIDA) COUNTY OF ORANGE 1. Mary Diane a Notary Public in and for County and State aforesaid, do hereby certify that beck kerk as of RARE Hospitality Management. Inc., a Delaware corporation personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Joseph before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said company, the uses and purposes therein set forth. Known 175K day of horse Given under my hand and Notarial Seal this _ Notary Public



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CONSENT OF LENDER

FirstMerit Bank, N.A., as the mortgagee and holder of a lien and encumbrance on the real estate identified on Exhibit A, as security for the obligation of Landlord pursuant to a document entitled Mortgage And Security Agreement dated December 20, 2013 and recorded December 30, 2013 in the Office of the Recorder of Deeds, Cook County, Illinois as document 1336419050, hereby consents to the execution and recording of the within First Amendment to Declaration of Reciprocal Easement Agreement with Covenants, Conditions and Restrictions.

2015.	at eneago, finnois on this 1 th day of Formula .
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700	FirstMerit Bank, N.A.
-Ch.	
0.5	By: Ulle Y. Dud)
	Its: 5UB
STATE OF HILBIOIS	
STATE OF ILLINOIS) SS:	2
COUNTY OF ILLINOIS)	
1, <u>Shawnese</u> Carson	Notary Public in and for County and State
aforesaid, do hereby certify that Alec P.	toliss , as SVP of
FirstMerit Bank, N.A. personally known to m foregoing instrument as such	e to be the same person whose name is subscribed to the
acknowledged that he/she signed and delivered	appeared before me this day in person and the said instrument as his/her own free and voluntary act,
and as the free and voluntary act of FirstMerit I	Bank, N.A. FOR the uses and purposes therein set forth.
Given under my hand and Notarial Sea	this 17th day of tobywy . 2015.
	Shaurese Curson
OFFICIAL SEAL SHAWHESE CARSON	Notary Public
NOTARY PUBLIC - STATE OF ILLINOIS	
MY COMENSIAN EXPIRES 11/15/2015	

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Exhibit A Legal Description

LOTS 1, 2, 3 AND 4 IN SKOKIE COMMONS SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS AS SHOWN ON THAT CERTAIN PLAT OF SUBDIVISION RECORDED ON JUNE 30, 2014 AS DOCUMENT NUMBER 1418119079.

PIN 10-25 403-002

Skokie Commus Shopping Center, NW Corner of McCormick Blvd. and Touhy Avenue, Skokie, IL