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THIS INSTRUMENT WAS  
PREPARED BY AND AFTER  
RECORDING MAIL TO:

**Doc#:** 1527422023 **Fee:** \$60.00  
RHSP Fee:\$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/01/2015 09:28 AM Pg: 1 of 12

POLSINELLI PC  
2950 N. Harwood Street, Suite 2100  
Dallas, Texas 75201  
Attention: Allen Dickey, Esq.

CT

15TNW1117745K  
CB  
4 of 7

## ASSIGNMENT OF LEASES AND RENTS

from

**RMWM PARTNERS LLC,**  
a Delaware limited liability company  
(Assignor)

to

**TIMBERCREEK MORTGAGE SERVICING INC.,**  
an Ontario Corporation  
(Assignee)

as administrative agent for itself, as lender, and as agent for

**BCMP MORTGAGE INVESTMENT CORPORATION,**  
a corporation under the Canada Business Corporations Act  
registered to carry on business in British Columbia  
under Registration No.A-40387

Dated: As of September 11, 2015

Property Location: 1460 and 1470 Golf Road, Rolling Meadows, Illinois 60008

ASSIGNMENT OF LEASES AND RENTS  
TIMBERCREEK MORTGAGE SERVICING INC./RMWM PARTNERS LLC  
ROLLING MEADOWS/082679.498629  
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## ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "**Assignment**") is made and entered into to be effective as of the 11 day of September, 2015 by **RMWM PARTNERS LLC**, a Delaware limited liability company, having an address at 180 North LaSalle Street, Suite 3200, Chicago, IL 60601 (together with its successors and permitted assigns, "**Assignor**"), to **TIMBERCREEK MORTGAGE SERVICING INC.**, an Ontario corporation, having an address at 1000 Yonge Street, Suite 500, Toronto, Ontario, M4W 2K2 ("**Assignee**"), not individually but in its capacity as Administrative Agent under the Loan Agreement (as hereinafter defined).

### RECITALS:

**WHEREAS**, Assignee, BCMP Mortgage Investment Corporation, a corporation under the Canada Business Corporations Act registered to carry on business in British Columbia under Registration No. A-40387, having an address of c/o Pen-Cor Mortgage and Investment Advisors Ltd., 518-1177 West Hastings Street, Vancouver, BC V6E 2K3 ("**BCMP**"); BCMP and Assignee are collectively, the "**Lenders**"; and Assignor, as borrower, have entered into that certain Loan Agreement dated as of the date hereof (as amended, modified, restated, consolidated or supplemented from time to time, the "**Loan Agreement**") pursuant to which Lenders have agreed to make a secured loan to Assignor in the original aggregate principal amount of \$19,440,000.00 (the "**Loan**").

**WHEREAS**, Assignor is the owner of a fee simple title to that certain parcel of real property (the "**Premises**") described in **Exhibit A** attached hereto, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and other improvements now or hereafter located thereon (collectively, the "**Property**");

**WHEREAS**, Assignor has executed that certain Promissory Note (A) in the principal amount of FOURTEEN MILLION AND NO/100 DOLLARS (\$14,000,000.00) (as the same may be amended, modified, restated, severed, consolidated, renewed, replaced, or supplemented from time to time, "**Note A**") and that certain Promissory Note (B) in the principal amount of FIVE MILLION FOUR HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$5,440,000.00) (as the same may be amended, modified, restated, severed, consolidated, renewed, replaced, or supplemented from time to time, "**Note B**," Note B together with Note A are collectively referred to herein as the "**Notes**"; such Notes are secured by, *in et alia*, that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Security Instrument**") on the Property.

**WHEREAS**, it is a condition to the obligation of Assignee to make the Loan to Assignor pursuant to the Loan Agreement that Assignor execute and deliver this Assignment to Assignee;

**WHEREAS**, this Assignment is being given as additional security for the Loan; and

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**WHEREAS**, capitalized terms used in this Assignment without definition have the respective meanings assigned to such terms in the Loan Agreement or the Security Instrument, as the case may be, the terms of each of which are specifically incorporated by reference herein.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which by the parties hereto is hereby acknowledged, and for the purpose of additionally securing the Debt, Assignor hereby assigns, transfers, conveys and sets over unto Assignee all right, title and interest of Assignor in and to all Leases and all Rents;

**TO HAVE AND TO HOLD** the same unto Assignee and its successors and assigns forever, upon the terms and conditions and for the uses hereinafter set forth.

And Assignor hereby further agrees as follows:

1. **Certain Representations, Warranties and Covenants.** Assignor represents, warrants and covenants to Assignee that:

(a) The payment of the Rents to accrue under any Lease will not be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor;

(b) Assignor has not performed, and will not perform, any acts, and has not executed, and will not execute, any instrument that would prevent Assignee from exercising its rights under this Assignment or the other Loan Documents; and

(c) Assignor hereby authorizes and directs any tenant under any of the Leases and any successor to all or any part of the interests of any such tenant to pay directly to the Cash Management Account, in accordance with the terms of the Loan Agreement, the Rents due and to become due under such tenant's Lease, and such authorization and direction shall be sufficient warrant to the tenant to make future payments of Rents directly to the Cash Management Account in accordance with the terms of the Loan Agreement without the necessity for further consent by Assignor.

2. **Assignment; Deferred Exercise of Rights.**

(a) As part of the consideration for the Debt, Assignor does hereby absolutely and unconditionally assign to Assignee all right, title and interest of Assignor in and to all present and future Leases and Rents, and this Assignment constitutes a present and absolute assignment and is intended to be unconditional and not as an assignment for additional security only. Assignor hereby authorizes Assignee or its agents to collect the Rents; provided, however, that prior to an Event of Default, and subject at all times to (i) the requirement that payments and deposits of Rents be made directly to the Cash Management Account, (ii) this **Section 2**, and (iii) **Section 5** hereof, Assignor shall have a revocable license, but limited as provided in this Assignment and in any of the other Loan Documents, to otherwise deal with, and enjoy the rights of the lessor under, the Leases.

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(b) Upon the occurrence and during the continuance of an Event of Default, the license referred to in **paragraph (a)** above shall immediately be revoked and Assignee shall have the right at its option, to exercise all rights and remedies contained in the Loan Documents, or otherwise available at law or in equity.

3. **Rents Held in Trust by Assignor.** Rents held or received by Assignor shall be held or received by Assignor as trustee for the benefit of Assignee only, and shall be immediately deposited directly to the Cash Management Account in accordance with the terms of the Loan Agreement.

4. **Effect on Rights Under Other Documents.** Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under any of the other Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of the other Loan Documents. The rights of Assignee under the other Loan Documents may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents or grant of a security interest contained in any of the other Loan Documents.

5. **Event of Default.** Upon or at any time after the occurrence and during the continuance of an Event of Default, then in addition to and without limiting any of Assignee's rights and remedies hereunder and under the other Loan Documents and as otherwise available at law or in equity:

(a) Assignee may, at its option, demand, sue for or otherwise collect and receive all Rents, including those past-due and unpaid, for application to the payment of the Debt in accordance with the terms of the Loan Documents, and Assignee may enter into, and to the extent that Assignor would have the right to do so, cancel, enforce or modify any Lease. The exercise by Assignee of the option granted it in this Section and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any Event of Default.

(b) Assignor hereby acknowledges and agrees that payment of any item of Rent by a Person to Assignee as hereinabove provided shall constitute payment in full of such item of Rent by such Person, as fully and with the same effect as if it had been paid to Assignor.

(c) Assignee, in respect of the Leases and Rents, shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State in which such rights and remedies are asserted as described in **Section 12(b)** to the extent of such rights thereunder and additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted.

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6. **Application of Rents and Proceeds.** After the occurrence and during the continuance of an Event of Default, Rents received or held by Assignor or Assignee shall be applied in accordance with the terms of the Loan Documents.

7. **Attorney-in-Fact.** Upon the occurrence and during the continuance of any Event of Default, Assignor hereby appoints Assignee the attorney-in-fact of Assignor to take any action and execute any instruments that Assignor is obligated, or has covenanted and agreed under the Loan Agreement or the other Loan Documents to take or execute, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing provisions of this **Section 7**, upon the occurrence and during the continuance of an Event of Default, Assignor does hereby irrevocably appoint Assignee as its attorney-in-fact with full power, in the name and stead of Assignor to demand, collect, receive and give complete acquittance for any and all of the Rents now due or that may hereafter become due, and at Assignee's discretion, to file any claim, to take any other action, to institute any proceeding or to make any settlement of any claim, either in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of Rents.

8. **Termination.** Assignee, by the acceptance of this Assignment, agrees that when all of the Debt shall have been paid in full, this Assignment shall terminate, and Assignee shall execute and deliver to Assignor, upon such termination such instruments of termination or re-assignment and Uniform Commercial Code termination statements, all without recourse and without any representation or warranty whatsoever, as shall be reasonably requested by Assignor.

9. **Expenses.** Assignor agrees to pay to Assignee all out-of-pocket expenses (including expenses for attorneys' fees and costs of every kind) of, or incident to, the enforcement of any of the provisions of this Assignment or performance by Assignee of any obligation of Assignor hereunder which Assignor has failed or refused to perform.

10. **Further Assurances.** Assignor agrees that, from time to time upon the written request of Assignee, it will give, execute, deliver, file and/or record any financing statements, notice, instrument, document, agreement or other papers and do such other acts and things that may be necessary and desirable to create, preserve, perfect or validate this Assignment, to enable Assignee to exercise and enforce its rights hereunder with respect to this Assignment or to otherwise carry out the purposes and intent of this Assignment.

11. **No Obligation by Assignee.** By virtue of this Assignment, Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any of the Leases. This Assignment shall not operate to constitute Assignee as a lender in possession of the Property or to place responsibility for the control, care, management or repair of the Property upon Assignee, nor shall it operate to make Assignee responsible or liable for any waste committed on the Property by any tenant or other party in possession or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control thereof.

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## 12. Miscellaneous.

(a) No failure on the part of Assignee or any of its agents to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Assignee or any of its agents of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Subject to **Section 16** hereof, the remedies herein are cumulative and are not exclusive of any remedies provided by law.

(b) WITH RESPECT TO MATTERS RELATING TO THE CREATION, PERFECTION AND PROCEDURES RELATING TO THE ENFORCEMENT OF THIS ASSIGNMENT, THIS ASSIGNMENT SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED (WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF), IT BEING UNDERSTOOD THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH AND TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF ILLINOIS (WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF) SHALL GOVERN ALL MATTERS RELATING TO THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS AND ALL OF THE INDEBTEDNESS OR OBLIGATIONS ARISING HEREUNDER OR THEREUNDER.

(c) Subject to **Section 16** hereof, all rights and remedies set forth in this Assignment are cumulative, and Assignee may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby; and no such right or remedy set forth in this Assignment shall be deemed exclusive of any of the remedies or rights granted to Assignee in any of the Loan Documents. Nothing contained in this Assignment shall be deemed to limit or restrict the rights and remedies of Assignee under the Loan Agreement, or any of the other Loan Documents.

(d) Until the indebtedness and all other obligations secured by the Loan Documents is paid in full, Assignor will, upon request, deliver from time to time to Assignee executed originals to the extent available, otherwise photocopies certified by Assignor as true, correct and complete, of executed originals, of any and all existing Leases to which Assignor is a party, and executed originals, or photocopies of executed originals, so certified by Assignor, if an executed original is not available, of all other and future Leases to which Assignor is a party, and upon request of Assignee, will specifically transfer and assign to Assignee such other and future Leases upon the same terms and conditions as herein contained.

(e) Assignor represents that it: (i) has been advised that Assignee engages in the business of real estate financings and other real estate transactions and investments which may be viewed as adverse to or competitive with the business of

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Assignor or its affiliates; (ii) is represented by competent counsel and has consulted counsel before executing this Assignment; and (iii) has relied solely on its own judgment and on its counsel and advisors in entering into the transaction(s) contemplated hereby without relying in any manner on any statements, representations or recommendations of Assignee or any parent, subsidiary or affiliate of Assignee.

**13. No Oral Change.** This Assignment may not be amended except by an instrument in writing signed by Assignor and Assignee.

**14. Successors and Assigns.** Assignor may not assign its rights under this Assignment except as permitted under the Loan Agreement. Subject to the foregoing, this Assignment shall be binding upon, and shall inure to the benefit of, Assignor and Assignee, and their respective successors and assigns. Assignee shall have the right to assign, delegate, pledge, participate or transfer its rights and obligations under this Assignment without limitation. Any assignee or transferee shall be entitled to all the benefits afforded Assignee under this Assignment.

**15. Notices.** All notices, demands, requests and other communications provided for herein shall be given or made in writing in the manner specified in the Loan Agreement.

**16. Exculpation.** It is expressly agreed that recourse against Assignor for failure to perform and observe its obligations contained in this Assignment shall be limited as and to the extent provided in Section 11.1 of the Loan Agreement.

**17. Inapplicable Provisions.** If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.


*[Remainder of Page Intentionally Left Blank; Signature Page to Follow]*

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IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor as of the day and year first above written.

**ASSIGNOR:**

**RMWM PARTNERS LLC,**  
a Delaware limited liability company

By:   
Name: Gus Dahleh  
Title: Manager

STATE OF ILLINOIS )  
  ) ss.  
COUNTY OF LAKE )

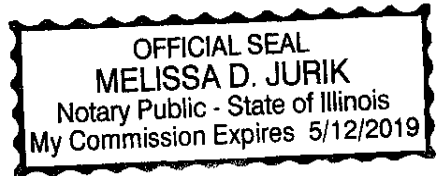
On this September 2, 2015, before me appeared Gus Dahleh to me personally known, who, being by me duly sworn (or affirmed) did say that he is the Manager of **RMWM PARTNERS LLC**, a Delaware limited liability company, and acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

  
Notary Public in and for Said County and State

Melissa D. Jurik  
(Type, print or stamp the Notary's name below his or her signature.)

My Commission Expires:  
5/12/19





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## EXHIBIT A

### Description of Property

#### PARCEL 1:

THAT PART OF LOT 1 IN THE RESUBDIVISION OF THE MARKETPLACE OF ROLLING MEADOWS, ACCORDING TO THAT PLAT THEREOF RECORDED SEPTEMBER 27, 1999 AS DOCUMENT 99910798, BEING A RESUBDIVISION OF LOTS 1, 2, 4 AND 5 IN JCP MEADOWS P.U.D., BEING A RESUBDIVISION OF LOT 1 IN JCP MEADOWS SUBDIVISION, IN THE SOUTHWEST 1/4 OF SECTION 9 AND THE SOUTHEAST 1/4 OF SECTION 9 AND THE SOUTHEAST 1/4 OF SECTION 8, BOTH IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THAT PLAT THEREOF RECORDED DECEMBER 18, 1985, AS DOCUMENT 85329240, AND CORRECTED BY A CERTIFICATE OF CORRECTION RECORDED AUGUST 11, 1988 AS DOCUMENT 88364191, AND ALSO OF LOT 1 AND OUTLOT "A" IN MTM RESUBDIVISION, BEING A RESUBDIVISION OF LOT 3 AND OUTLOT "A" IN JCP MEADOWS P.U.D., IN THE SOUTHWEST 1/4 OF SECTION 9, AND THE SOUTHEAST 1/4 OF SECTION 8, BOTH IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THAT PLAT THEREOF RECORDED SEPTEMBER 16, 1993, AS DOCUMENT 93742116. DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, ON THE NORTHERLY RIGHT OF WAY OF GOLF ROAD, THENCE NORTH 01 DEGREE 27 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF LOT 1, A DISTANCE OF 544.26 FEET TO A POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREE 27 MINUTES 05 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 385.07; THENCE NORTH 41 DEGREES 09 MINUTES 16 SECONDS EAST, A DISTANCE OF 608.81 FEET, TO THE SOUTHERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD; THENCE SOUTHEASTERLY, ALONG SAID SOUTHERLY LINE, ALONG A CURVE WITH RADIUS OF 2814.79 FEET, HAVING A CHORD BEARING OF SOUTH 48 DEGREES 26 MINUTES 35 SECONDS EAST AND A CHORD DISTANCE OF 40.01 FEET, A DISTANCE 40.01 FEET; THENCE SOUTH 41 DEGREES 09 MINUTES 16 SECONDS WEST, A DISTANCE OF 155.01 FEET; THENCE SOUTH 26 DEGREES 42 MINUTES 39 SECONDS WEST, A DISTANCE OF 29.91 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 44 DEGREES 46 MINUTES 50 SECONDS EAST, A DISTANCE OF 145.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 75.00 FEET; THENCE SOUTH 44 DEGREES 49 MINUTES 56 SECONDS EAST, A DISTANCE OF 504.21 FEET; THENCE NORTH 45 DEGREES 10 MINUTES 04 SECONDS EAST, A DISTANCE OF 123.00 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 10 SECONDS EAST, A DISTANCE OF 40.22 FEET. TO THE SOUTHERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD; THENCE SOUTH 44 DEGREES 46 MINUTES 50 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 125.32 FEET; THENCE SOUTH 86 DEGREES 59 MINUTES 11 SECONDS WEST. A DISTANCE OF 47.86

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FEET; THENCE SOUTH 45 DEGREES 10 MINUTES 04 SECONDS WEST, A DISTANCE OF 121.66 FEET; THENCE SOUTH 08 DEGREES 51 MINUTES 37 SECONDS WEST, A DISTANCE OF 117.83 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 400.00 FEET; THENCE SOUTH 70 DEGREES 05 MINUTES 30 SECONDS WEST, A DISTANCE OF 59.50 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 425.00 FEET; TO THE POINT OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 1A:

THAT PART OF LOT 1 IN THE RESUBDIVISION OF THE MARKETPLACE OF ROLLING MEADOWS, ACCORDING TO THAT PLAT THEREOF RECORDED SEPTEMBER 27, 1999 AS DOCUMENT 99910798, BEING A RESUBDIVISION OF LOTS 1, 2, 4 AND 5 IN JCP MEADOWS P.U.D., BEING A RESUBDIVISION OF LOT 1 IN JCP MEADOWS SUBDIVISION, IN THE SOUTHWEST 1/4 OF SECTION 9 AND THE SOUTHEAST 1/4 OF SECTION 9 AND THE SOUTHEAST 1/4 OF SECTION 8, BOTH IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THAT PLAT THEREOF DATED DECEMBER 18, 1985, AS DOCUMENT 85329240, AND CORRECTED BY A CERTIFICATE OF CORRECTION RECORDED AUGUST 11, 1988 AS DOCUMENT 88364191, AND ALSO OF LOT 1 AND OUTLOT "A" IN MTM RESUBDIVISION, BEING A RESUBDIVISION OF LOT 3 AND OUTLOT "A" IN JCP MEADOWS P.U.D., IN THE SOUTHWEST 1/4 OF SECTION 9, AND THE SOUTHEAST 1/4 OF SECTION 8, BOTH IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THAT PLAT THEREOF RECORDED SEPTEMBER 16, 1993, AS DOCUMENT 93742116, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, ON THE NORTHERLY RIGHT OF WAY OF GOLF ROAD, THENCE NORTH 01 DEGREE 27 MINUTES 05 SECONDS EAST, ALONG THE WEST LINE OF LOT 1, A DISTANCE OF 544.26 FEET; THENCE NORTH 89 DEGREE 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 425.00 FEET; THENCE NORTH 70 DEGREES 05 MINUTES 30 SECONDS EAST, A DISTANCE OF 59.50 FEET, THENCE NORTH 89 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 400.00 FEET; THENCE SOUTH 08 DEGREES 51 MINUTES 37 SECONDS WEST, A DISTANCE OF 409.27 FEET; THENCE SOUTH 14 DEGREES 39 MINUTES 13 SECONDS WEST, A DISTANCE OF 154.94 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 25.00 FEET; TO THE NORTHERLY RIGHT OF WAY LINE OF GOLF ROAD; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 61.58 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 46.50 FEET; THENCE NORTH 14 DEGREES 30 MINUTES 13 SECONDS EAST, A DISTANCE OF 84.04 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 20.14 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 558.97 FEET; THENCE SOUTH 64 DEGREES 29 MINUTES 39 SECONDS WEST, A DISTANCE OF 105.00 FEET; THENCE SOUTH 00 DEGREES 50 MINUTES 00 SECONDS EAST, A DISTANCE OF 92.01 FEET; TO THE NORTHERLY RIGHT OF WAY LINE OF GOLF ROAD; THENCE NORTH 88 DEGREES 04

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MINUTES 15 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET, TO THE POINT OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 1A AFORESAID AND OTHER PROPERTY AS CREATED BY EASEMENT AGREEMENT BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 2, 1970 AND KNOWN AS TRUST NUMBER 56088 AND J. C. PENNEY PROPERTIES, INC., A DELAWARE CORPORATION, DATED DECEMBER 10, 1971 AND RECORDED JANUARY 10, 1972 AS DOCUMENT 21769213 FOR INGRESS AND EGRESS OVER, UPON, AND ACROSS THAT PART OF LOT 4 IN 58-62 VENTURE SUBDIVISION, A SUBDIVISION IN SECTIONS 8 AND 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, SHOWN AS "HATCHED" ON EXHIBIT "B" TO THE AFORESAID EASEMENT AGREEMENT AND DESIGNATED AS "TRUST SITE EASEMENT AREA", ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 1A AND RIGHTS TO THE USE OF COMMON AREAS FOR THE PURPOSES FOR WHICH THEY ARE PROVIDED AND INTENDED, INCLUDING, BUT NOT LIMITED TO (A) INGRESS, EGRESS, ACCESS, LOADING AND UNLOADING, PARKING AND VEHICULAR AND PEDESTRIAN TRAFFIC, INCLUDING COMMERCIAL VEHICULAR TRAFFIC SUCH AS DELIVERY TRUCKS, UPON OR ACROSS, AS APPLICABLE, THE PARKING AREAS, ENTRANCES, EXITS, DRIVEWAYS, WALKS OR SERVICE DRIVES LOCATED WITHIN THE COMMON AREAS; (B) INSTALLATION, OPERATION, MAINTENANCE AND USE OF SANITARY SEWERS STORM DRAINS, DETENTION BASINS, WHETHER UNDERGROUND OR AT GRADE, WATER, ELECTRIC AND GAS LINES, TELEPHONE LINES, VAULTS, CONDUITS AND TRANSFORMERS AND OTHER UTILITY LINES AND RELATED FACILITIES (WHICH SHALL BE LOCATED UNDERGROUND WHENEVER FEASIBLE); AND (C) USE OF LANDSCAPING, DIRECTION SIGNS AND OTHER AREAS INTENDED FOR COMMON USE, OVER THE LAND AS DESCRIBED IN SAID INSTRUMENT, AS SET FORTH IN THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS DATED JUNE, 1999 AND RECORDED JUNE 23, 1999 AS DOCUMENT NO. 99606491 MADE BY REPUBLIC BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 22, 1997 AND KNOWN AS TRUST NUMBER 1391 AND AS CREATED BY THE DEED FROM REPUBLIC BANK OF CHICAGO AS TRUSTEE UNDER TRUST NUMBER 1391 TO FIRST AMERICAN BANK DATED JULY 10, 2000 AND RECORDED JULY 27, 2000 AS DOCUMENT 00568873.

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## PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 1A FOR INGRESS AND EGRESS FOR VEHICULAR TRAFFIC OVER AND ACROSS THE PORTION OF THE FRONTAGE ROAD RUNNING EAST AND WEST ON THE NORTHERLY PORTION OF THE OUTLOT AS DEPICTED BY CROSS-HATCHING ON THE DRAWING ATTACHED HERETO TO EXHIBIT D, AS SET FORTH IN THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS DATED JULY 10, 2000 AND RECORDED JULY 27, 2000 AS DOCUMENT NO. 00568872 MADE BY REPUBLIC BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 22, 1997 AND KNOWN AS TRUST NUMBER 1391.

## PARCEL 5:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 1A FOR INGRESS AND EGRESS FOR VEHICULAR TRAFFIC OVER AND ACROSS THE ACCESS AND DRIVEWAY PORTIONS OF THE COMMON AREA OF THE CENTER; THE PORTION OF THE FRONTAGE ROAD RUNNING EAST AND WEST ON THE NORTHERLY PORTION OF THE OUTLOT AS SET FORTH IN THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS DATED JULY 21, 2000 AND RECORDED JULY 27, 2000 AS DOCUMENT NO. 00568875 MADE BY REPUBLIC BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 22, 1997 AND KNOWN AS TRUST NUMBER 1391 AND SOUTHWIND FINANCIAL, LTD. AN ILLINOIS CORPORATION.

## PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION RECORDED JULY 7, 1976 AS DOCUMENT NUMBER 23549143 MADE BY J.C. PENNEY PROPERTIES, INC., A DELAWARE CORPORATION TO USE, MAINTAIN, REPAIR, REPLACE AND RELOCATE UTILITIES.

Common Property Address: 1460 & 1470 Golf Road, Rolling Meadows, Illinois 60008

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