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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/21/2017 04:01 PM PG: 1 OF 5

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MEMORANDUM OF LIMITED CO-OWNERSHIP AGREEMENT

THIS MEMORANDUM OF LIMITED CO-OWNERSHIP AGREEMENT (this "Memorandum") is entered into as of the 20th day of December, 2017, by and between Core Chatham, LLC, a Delaware limited liability company, as to a 5% undivided interest and 1901 Roselle (Schaumburg) DY, LLC, a Delaware limited liability company, as to a 95% undivided interest (each, a "Co-Tenant" and collectively the "Co-Tenants").

WHEREAS, the Co-Tenants own a fee interest in the land and improvements located at 1901 N. Roselle Road, Schaumburg, Illinois, and legally described on EXHIBIT A attached hereto (the "Property").

WHEREAS, the Co-Tenants have entered into a Limited Co-Ownership Agreement dated of even date herewith (the "LCOA") which sets forth the terms of their ownership of the Property.

NOW THEREFORE, the undersigned desire to record this Memorandum in order to provide notice of the Co-Tenant's entry into the LCOA and to further provide notice of the following additional matters:

1. The provisions of the LCOA are incorporated herein by this reference.
2. The LCOA contains certain provisions governing the following:
 - (a) Provisions governing the transfer and partition of interests in the Property, including, without limitation, a specific waiver of the right to partition the Property by the Co-Tenants under certain conditions;
 - (b) Provisions granting certain Co-Tenants options to acquire the interests in the Property of certain other Co-Tenants;

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(c) Provisions with respect to the manner of approving actions in relation to the Property, including provisions requiring unanimous approval of, among other things, sales, financings and leases of the Property;

(d) Provisions for the payment of expenses and indemnification provisions; and

(e) Provisions for the approval of certain acts in relation to the Property (including transfers of ownership of the Property) by the mortgage lender for the Property.

3. Pursuant to the terms of the LCOA, the Co-Tenants have agreed that: (a) the LCOA and any and all rights and remedies, indemnity or otherwise, held under the LCOA or otherwise are fully subordinate to the lien of the mortgage in favor of PFP Holding Company V, LLC (along with its successors and assigns, the "Lender") and all other terms and provisions of the loan documents with Lender; and (b) notwithstanding anything contrary contained in the LCOA, without the consent of the Lender, the Co-Tenants shall stand still with respect to the enforcement of any of their rights and remedies, indemnity or otherwise, and shall take no enforcement action with respect thereto under the LCOA, unless such action is otherwise permitted pursuant to the terms of the loan documents with Lender.

4. The provisions of the LCOA to be performed by Co-Tenants are intended to and shall bind the Co-Tenants and their respective successors and assigns. Without limiting the foregoing, in the event Sponsor shall transfer its interest in the Property to additional or new co-tenant, such new co-tenants shall become bound by the LCOA upon execution of a joinder thereto and (upon execution of such a joinder) shall be deemed to have acknowledged and joined in this Memorandum.

5. This Memorandum is prepared solely for purposes of recordation, and in no way modifies the provisions of the LCOA.

6. Upon termination of the LCOA, each Co-Tenant shall promptly upon request of Sponsor and without charge execute and deliver to the requesting party in recordable form any instrument as may be required to terminate this Memorandum and remove the effect thereof from the official records pertaining to the title to the Property.

[signatures on next pages]

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IN WITNESS WHEREOF, the Co-Tenants have caused this Memorandum to be executed as of the date first written above.

CO-TENANTS:

CORE CHATHAM, LLC,
a Delaware limited liability company

By: Core Chatham Holdings, LLC,
its Sole Member

By: 
Adam Firsell, its Manager

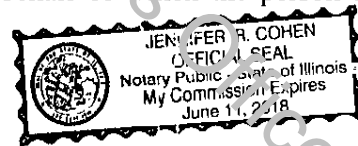
Property of Cook County, Illinois

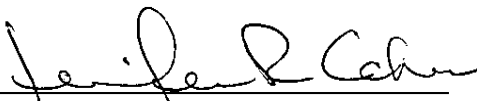
ACKNOWLEDGMENT

State of Illinois } ss.
County of Cook }

On December 18, 2017, before me, JENNIFER R. COHEN, a Notary Public in and for said County and State, personally appeared Adam Firsell, the Manager of Core Chatham Holdings, LLC, an Illinois limited liability company and the Manager of **CORE CHATHAM, LLC**, a Delaware limited liability company, personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



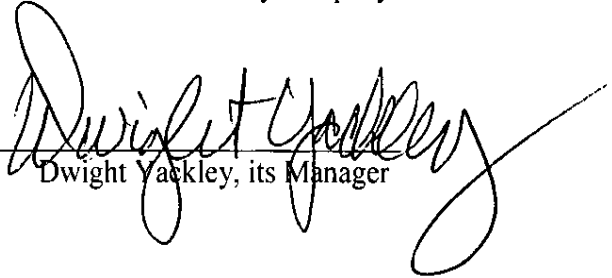

Notary Public

Place Notary Seal Above

[Signature page to Memorandum of Limited Co-Ownership Agreement]

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1901 ROSELLE (SCHAUMBURG) DY, LLC,
a Delaware limited liability company

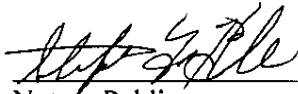
By: 
Dwight Yackley, its Manager

ACKNOWLEDGMENT

State of Illinois } ss.
County of ~~Cook~~ DuPage }

On December 18th, 2017, before me, Stephanie F. Hill, a Notary Public in and for said County and State, personally appeared Dwight Yackley, the Manager of **1901 ROSELLE (SCHAUMBURG) DY, LLC**, a Delaware limited liability company, personally known to me or proved on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal.



Notary Public



Place Notary Seal Above

[Signature page to Memorandum of Limited Co-Ownership Agreement]

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LOT 1 IN CHATHAM CENTRE, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 21, 1992 AS DOCUMENT NUMBER 92534593 AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED SEPTEMBER 30, 1992 AS DOCUMENT NUMBER 92724730, IN COOK COUNTY, ILLINOIS.

ADDRESS: 1901 North Roselle Road, Schaumburg, Illinois 60195

PIN: 07-10-200-016-0000

Property Of Cook County Clerk's Office