

UNOFFICIAL COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS



1800345069

Doc# 1800345069 Fee \$54.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

CAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/03/2018 03:13 PM PG: 1 OF 9

A. NAME & PHONE OF CONTACT AT FILER (optional) Ashley E. Helsel, MnCP (612-492-6917)
B. E-MAIL CONTACT AT FILER (optional) helsel.ashley@dorsey.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Ashley E. Helsel, Paralegal Dorsey & Whitney LLP Suite 1500, 50 South Sixth Street Minneapolis, MN 55402-1498

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME L-O DEERFIELD OPERATING, LLC					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 11777 San Vicente Blvd., Suite 900		CITY Los Angeles	STATE CA	POSTAL CODE 90049	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME U.S. BANK NATIONAL ASSOCIATION					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS Galleria No. Tower I, 13737 Noel Rd, Ste 800		CITY DALLAS	STATE TX	POSTAL CODE 75240	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

8985163 30/3

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

504800-00094 (Cook Co., IL)

UNOFFICIAL COPY

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME L-O DEERFIELD OPERATING, LLC	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME	
OR	
10b. INDIVIDUAL'S SURNAME	
INDIVIDUAL'S FIRST PERSONAL NAME	
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	
SUFFIX	

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
----------------------	------	-------	-------------	---------

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME			
OR			
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
----------------------	------	-------	-------------	---------

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

17. MISCELLANEOUS:
504800-00094

UNOFFICIAL COPY

EXHIBIT A

DEBTOR: L-O DEERFIELD OPERATING, LLC
11777 San Vicente Blvd., Suite 900
Los Angeles, CA 90049

SECURED PARTY: U.S. BANK NATIONAL ASSOCIATION
Galleria No. Tower I, 13737 Noel Rd, Ste 800
Dallas, TX 75240

This financing statement covers the following types (or items) of property (collectively, the "Collateral") of L-O DEERFIELD OPERATING, LLC (hereinafter the "Debtor") and all of Debtor's right, title and interest thereon (collectively, the "Property"):

(a) the real property described in Exhibit B attached hereto and made a part hereof (the "Land");

(b) all additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Security Instrument;

(c) the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");

(d) all easements, rights of way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) all machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory and articles of personal property and accessions thereof and renewals, replacements thereof and substitutions therefor, if any (including, but not limited to, beds, bureaus, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, window treatments, wall hangings, couches, luggage racks, chinaware, linens, pillows, cookware, laundry and dry cleaning facilities, keys or other entry systems, bars, bar fixtures, liquor and other drink dispensers, icemakers, radios, televisions sets, intercom and paging equipment, private telephone systems, vacuum and other floor cleaning systems, other customary hotel equipment and other property of every kind and nature

UNOFFICIAL COPY

whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements but excluding any property owned by any hotel guest, Manager (as defined in the Loan Agreement) or other third party (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of this Security Instrument and all proceeds and products of the above;

(f) all leases and other agreements pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements heretofore or hereafter entered into, including a guaranty of any such lease (a "Lease" or "Leases"), in each case heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code"), whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code, and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements, including, without limitation, all revenues and credit card receipts collected from guest rooms, restaurants, bars, meeting rooms, banquet rooms and recreational facilities, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereinafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the Property or rendering of services by Debtor or any Manager of the hotel or the commercial space located in the Improvements or acquired from others (including, without limitation, from the rental of any office space, retail space, guest rooms or other space, halls, stores, and offices, and deposits securing reservations of such space), license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges, vending machine sales and proceeds, if any, from business interruption insurance or other loss of income insurance, whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(g) all awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

UNOFFICIAL COPY

(h) all proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(i) all refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(j) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(k) the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(l) all agreements, contracts, certificates, instruments, franchises (other than the Franchise Agreements), permits, licenses (including liquor licenses, to the extent assignable by Debtor), franchise agreements, license agreements, operating contracts, plans, specifications and other documents, but excluding the Franchise Agreements and all management, service, supply and maintenance contracts and agreements and any other agreements, permits or contracts of any nature whatsoever, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, maintenance, administration, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof (collectively, the "Agreements") and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, during the continuation of an Event of Default hereunder, to receive and collect any sums payable to Debtor thereunder, subject to the terms hereof;

(m) all tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(n) all letter-of-credit rights (whether or not the letter of credit is evidenced by a writing) Debtor now has or hereafter acquires relating to the properties, rights, titles and interest referred to herein;

(o) all commercial tort claims Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to herein;

(p) all reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including, without limitation, any accounts established and maintained pursuant to the Cash Management Agreement that may hereafter be executed by Debtor upon the occurrence of a Cash Trap Trigger Event or pursuant to any other loan document executed by Debtor for the benefit of Secured Party, together with all deposits or wire transfers made to such accounts, and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments

UNOFFICIAL COPY

and other property held therein from time to time, and all proceeds, products, distributions, dividends and/or substitutions thereon and thereof;

(q) all documents, instruments, chattel paper and intangibles, as the foregoing terms are defined in the Uniform Commercial Code, and general intangibles relating to the Property;

(r) all proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether in cash or in liquidation or other claims, or otherwise;

(s) all extensions, improvements, betterments, renewals, substitutions, and replacements of, and all additions and appurtenances to the Property, hereafter acquired by, or conveyed to, Debtor or constructed, assembled, or placed by Debtor upon the Land, immediately upon such acquisition, conveyance, construction, assembling or placement, as the case may be, and in each such case, without any further mortgage, conveyance, assignment, or other act by Debtor, shall become subject to the lien of this Security Instrument as fully and completely, and with the same effect, as though now owned by Debtor and specifically described in the granting clause of this Security Instrument, but at any and all times Debtor will execute and deliver to Secured Party any and all such further assurances, mortgages, conveyances, or assignments thereof, as Secured Party may require for the purpose of expressly and specifically subjecting the same to the lien of this Security Instrument; and

(t) any and all other rights of Debtor in and to the items set forth in Subsections (a) through (s) above.

DEFINED TERMS

Defined terms used but not otherwise defined herein, shall be defined as follows:

"Cash Trap Trigger Event": Means (a) an Event of Default has occurred and is continuing or (b) the Assumed Debt Service Coverage Ratio for all Purchased Securities and Projects on an aggregate basis shall at any time be less than 1.50:1.00, as determined by Bank in its sole but good faith discretion.

"Manager": Means, individually or collectively as the context may require, (a) DH Bedford Management Inc., a Delaware corporation ("Bedford Manager"), (b) DH Deerfield Management Inc., a Delaware corporation ("Deerfield Manager"), (c) Destination RSC Management, LLC, a Delaware limited liability company ("New Orleans Manager") and Destination Mission Palms, Inc., an Arizona corporation ("Tempe Manager"), and any successor manager(s) approved by Secured party.

UNOFFICIAL COPY

EXHIBIT B LEGAL DESCRIPTION

PARCEL A:

LOT 4 IN ARBORLAKE CENTRE, BEING A SUBDIVISION IN SECTIONS 5 AND 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 1985 AS DOCUMENT NUMBER 27475383, IN COOK COUNTY, ILLINOIS.

PARCEL B:

NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL A FOR INGRESS AND EGRESS AND ACCESS OVER AND ACROSS THE FOLLOWING DESCRIBED REAL ESTATE AS CREATED BY GRANT OF EASEMENT DATED FEBRUARY 7, 1984 AND RECORDED AS DOCUMENT NUMBER 27021045, AS AMENDED BY AMENDMENT TO GRANT OF EASEMENT RECORDED AS

DOCUMENT NUMBER 27419485; AND AS FURTHER AMENDED BY SECOND AMENDMENT TO GRANT OF EASEMENT RECORDED AS DOCUMENT NUMBER 88145387, AND RE-RECORDED AS DOCUMENT NUMBER 88199120:

THE SOUTH 47 FEET OF THE NORTH 160 FEET OF THE NORTH HALF (1/2) OF THE WEST HALF (1/2) OF LOT 2 (EXCEPT THE EAST 7.5 FEET THEREOF) OF THE NORTHWEST QUARTER (1/4) OF SECTION 5, TOWNSHIP 42 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE SOUTH 47 FEET OF THE NORTH 160 FEET OF THE EAST 5 ACRES (EXCEPT

THEREFROM THE WEST 162 FEET OF THE EAST 5 ACRES) OF THE NORTH HALF (1/2) OF THE EAST HALF (1/2) OF LOT 2 OF THE NORTHEAST QUARTER (1/4) OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

A STRIP OF LAND 80 FEET WIDE, EXTENDING 63 FEET SOUTH FROM THE SOUTH RIGHT OF WAY LINE OF COUNTY LINE ROAD, THE CENTER OF SUCH 80 FOOT WIDE STRIP BEING A LINE PARALLEL TO AND 596.44 FEET WEST OF THE EAST LINE OF THE WEST HALF (1/2) OF LOT 2 OF THE NORTHWEST QUARTER (1/4) OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AND

THAT PART OF THE NORTH HALF (1/2) OF THE WEST HALF (1/2) OF LOT 2 LN THE

NORTHWEST QUARTER (1/4) OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF COUNTY LINE ROAD WITH A LINE 103.62 FEET EAST OF AND

PARALLEL WITH THE WEST LINE OF SECTION 5 AFORESAID; THENCE NORTH 89° 49' 07" WEST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 94.50 FEET; THENCE SOUTH

UNOFFICIAL COPY

70° 46' 12" EAST 33.18 FEET TO THE POINT OF CURVE; THENCE SOUTHERLY ALONG AN ARC OF A CIRCLE CONVEX EASTERLY AND HAVING A RADIUS OF 26.13 FEET FOR A DISTANCE OF 49.64 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC HAVING A BEARING OF SOUTH 16° 21' 16" EAST); THENCE SOUTH 38° 03' 41" WEST 14.48 FEET TO A LINE 63.0 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID RIGHT OF WAY; THENCE SOUTH 89° 49' 07" EAST ALONG SAID PARALLEL LINE 111.29 FEET; THENCE NORTHERLY ALONG AN ARC OF A CIRCLE CONVEX WESTERLY AND HAVING A RADIUS OF 32.0 FEET FOR A DISTANCE OF 75.69 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 18° 11' 00" EAST); THENCE NORTH 85° 56' 19" EAST 90.08 FEET TO THE SOUTH RIGHT OF WAY LINE OF COUNTY LINE ROAD AFORESAID; THENCE NORTH 89° 49' 07" WEST ALONG SAID RIGHT OF WAY LINE 159.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND

THAT PART OF LOT 2 IN THE NORTHEAST QUARTER (1/4) OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SAID LOT IS REPRESENTED ON THE MAP OF GOVERNMENT DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH 160 FEET OF THE NORTH HALF (1/2) OF THE EAST HALF (1/2) OF LOT 2 OF THE NORTHEAST QUARTER (1/4) OF SECTION 6 AFORESAID WHICH IS 162 FEET EAST OF THE WEST LINE OF THE EAST 5 ACRES OF THE NORTH HALF (1/2) OF THE EAST HALF (1/2) OF LOT 2 IN THE NORTHWEST QUARTER (1/4) OF SECTION 6 AFORESAID; THENCE SOUTH 00° 27' 47" WEST, PARALLEL WITH THE WEST LINE OF SAID EAST 5 ACRES 25 FEET; THENCE NORTH 72° 59' 48" EAST 87 FEET TO THE SOUTH LINE OF THE NORTH 160 FEET AFORESAID; THENCE SOUTH 89° 41' 39" WEST 83 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL C:

NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL A FOR INGRESS AND EGRESS AND ACCESS AND FOR THE CONSTRUCTION AND INSTALLATION OF THE HUEHL ROAD EXTENSION OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED REAL ESTATE, AS CREATED BY DECLARATION AND GRANT OF EASEMENT DATED FEBRUARY 11, 1984 AND RECORDED

FEBRUARY 13, 1985 AS DOCUMENT 27441713, MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 15, 1983 AND KNOWN AS TRUST NUMBER 57661; THE WEST 25 FEET (LYING SOUTH OF THE NORTH LINE OF SOUTH HALF (1/2) OF GOVERNMENT LOT 2 IN THE NORTHWEST QUARTER (1/4) OF THE HEREINAFTER DESCRIBED SECTION 5) OF LOT 1 IN LAKE COOK OFFICE CENTER, BEING A RESUBDIVISION OF LOT 3 IN LAKE COOK ROAD INDUSTRIAL PARK, BEING A SUBDIVISION IN THE NORTHEAST QUARTER (1/4) AND THE NORTHWEST QUARTER (1/4) OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL D:

NON-EXCLUSIVE EASEMENT FOR PARKING, INGRESS AND EGRESS, UTILITY FACILITIES, LANDSCAPING, SIGNAGE, CONSTRUCTION ACCESS AND STRUCTURAL ENCROACHMENT

UNOFFICIAL COPY

FOR THE BENEFIT OF PARCEL A OVER AND ACROSS THE FOLLOWING DESCRIBED REAL ESTATE, AS CREATED BY AMENDED AND RESTATED DECLARATION AND GRANT OF RECIPROCAL RIGHTS RECORDED APRIL 18, 1988 AS DOCUMENT 88160149; AS SUPPLEMENTED BY FIRST SUPPLEMENT TO AMENDED AND RESTATED DECLARATION AND GRANT OF RECIPROCAL RIGHTS RECORDED AS DOCUMENT 92219422 AND RE-RECORDED AS DOCUMENT 92446486; AND AS AMENDED BY FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION AND GRANT OF RECIPROCAL RIGHTS RECORDED AS DOCUMENT 03020936:

LOTS 1, 2 AND 3 IN ARBORLAKE CENTRE, BEING A SUBDIVISION IN SECTIONS 5 AND 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 1985 AS DOCUMENT NUMBER 27475383, ALL IN COOK COUNTY, ILLINOIS.

PARCEL E:

NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL A AS CREATED BY THE ACCESS AND SIGNAGE EASEMENT AGREEMENT MADE BY AND BETWEEN JAMES CAMPBELL COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY, JFMC FACILITIES CORPORATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, THE ILLINOIS STUDENT ASSISTANCE COMMISSION, AN AGENCY OF THE STATE OF ILLINOIS, L-O DEERFIELD OPERATING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED DECEMBER 11, 2013 AS DOCUMENT 1334519045 AND RE-RECORDED FEBRUARY 20, 2014 AS DOCUMENT 1405116026 FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS OVER AND ACROSS THE WILMOT ROAD ENTRANCE EASMENT AREA, AS DEFINED THEREIN.

FOR INFORMATIONAL PURPOSES ONLY, THE LAND IS KNOWN AS 1445 LAKE COOK ROAD, DEERFIELD, COOK COUNTY, ILLINOIS PERMANENT TAX NUMBER 04-05-100-010-0000.

1445 Lake Cook Road, Deerfield, Illinois