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Prepared by:

David Linenbroker
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After recording return to:

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Doc# 1906019366 Fee \$54.00

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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 03/01/2019 02:59 PM PG: 1 OF 9

FIRST AMENDMENT TO MEMORANDUM OF ACCESS RIGHTS, USE RESTRICTIONS AND HOLD HARMLESS

THIS FIRST AMENDMENT TO MEMORANDUM OF ACCESS RIGHTS, USE RESTRICTIONS AND HOLD HARMLESS (this "First Amendment") is made as of February 28, 2019, by and among **3517 N. SPAULDING BUILDING CORPORATION**, an Illinois corporation ("Spaulding Corp."), **JERRY CHERNEY**, an individual ("J. Cherney") and **FLUID HANDLING, LLC**, a Delaware limited liability company ("Prior Seller" as successor-in-interest to ITT Corporation, an Indiana corporation ("ITT")).

RECITALS:

WHEREAS, Spaulding Corp., as successor-in-interest to J. Cherney, is the owner of the real property located in Cook County, Illinois, commonly known as 3517 N. Spaulding Avenue, Chicago Illinois 60618 as more particularly described on Exhibit A attached hereto (the "Premises") and incorporated herein, pursuant to that certain Agreement for the Purchase of Real Estate and Related Property dated December 21, 2007 (the "Purchase Agreement") by and between ITT and J. Cherney and, in connection therewith, the parties recorded that certain Memorandum of Access Rights, Use Restrictions and Hold Harmless (the "Memorandum") with the Cook County Recorder of Deeds on January 17, 2008 under Document No. 0801733136, which encumbers the Premises and runs to the benefit of Prior Seller;

WHEREAS, ITT transferred its interest in the Memorandum to Prior Seller;

WHEREAS, Spaulding Corp., as the current owner of the Premises, and Prior Seller, as the beneficiary of the Memorandum, desire to amend the Memorandum as set forth herein;

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WHEREAS, Spaulding Corp., J. Cherney and Prior Seller desire to amend the Purchase Agreement as set forth herein;

WHEREAS, the Premises has been used for industrial/commercial purposes; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the Premises may exceed Class I groundwater quality standards for potable groundwater as set forth in 35 Illinois Administrative Code 620 or Tier I remediation objectives as set forth in 35 Illinois Administrative Code 742.

AMENDMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be and being legally bound, hereby agree as follows:

1. Groundwater Restrictions. Notwithstanding the language of the Purchase Agreement or Memorandum, the use or attempt to use water from or under the Premises for human, domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods or watering gardens in which produce intended for human consumption is grown ("**Potable Water**") by the installation or drilling of wells at the Premises or by any other method is hereby prohibited. No groundwater well, cistern or other groundwater collection device may be installed or used on the Premises to supply any Potable Water supply system.

2. Food Processing or Food Storage (Memorandum). As of the date hereof, the paragraph of the Memorandum beginning with the words "Purchaser expressly acknowledges the Premises shall..." shall be amended and restated in its entirety as follows:

"Purchaser expressly acknowledges the Premises shall not be used for a school or day care center or for medical or residential uses."

3. Food Processing or Food Storage (Purchase Agreement). As of the date hereof, Section 4.A.(iv) of the Purchase Agreement shall be amended and restated in its entirety as follows:

"(iv) a use restriction to be placed of record at closing in a form satisfactory to Seller, preventing use of the Property for a school or day care center or medical or residential uses;"

4. Full Force and Effect. Except as modified by this First Amendment, the Memorandum and the Purchase Agreement and all terms and conditions thereof shall remain in full force and effect. In the event of conflict between the terms and conditions set forth in this First Amendment and the terms and conditions set forth in the Memorandum and the Purchase Agreement, the terms and conditions of this First Amendment shall govern and control.

5. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be (i) delivered personally, or (ii) sent by a recognized national courier service

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(such as Federal Express) for next-business day delivery, pre-paid and addressed as set forth below:

(a) If to Prior Seller:

Fluid Handling, LLC
c/o The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

With a copy to:

Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
St. Louis, MO 63105
Attn: David A. Linenbroker

(b) If to Spaulding Corp.:

3517 N. Spaulding Building Corporation
c/o Jerry Cherney
3340 Techny Road
Northbrook, IL 60062

With copies to:

Norman P. Goldmeier
5225 Old Orchard Road, Suite 50
Skokie, IL 60077

777 S Figueroa Street, 41st Floor
Los Angeles, CA 90017
Attn: Barak Diskin

Bryan Cave Leighton Paisner LLP
1290 Avenue of the Americas
New York, NY 10104
Attention: Matthew E. Cudrin, Esq.

Such notices shall be deemed effective and received hereunder (i) upon delivery with respect to personal delivery, or (ii) one (1) business day after being deposited with a recognized national courier service for next-business day delivery. Any party may change the address to which notices are to be addressed by giving the other parties notice in the manner herein set forth. Notices may be given by a party's counsel on behalf of such party as if such party had given such notice itself.

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6. Governing Law. The parties hereto expressly agree that this First Amendment shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State in which the Premises is located.

7. Partial Invalidity. If any term or provision of this First Amendment or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this First Amendment, or the application of such term or provision to parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this First Amendment shall be valid and be enforced to the fullest extent permitted by law.

[SIGNATURE PAGE FOLLOWS]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

**3517 N. SPAULDING BUILDING
CORPORATION**, an Illinois corporation

By: 

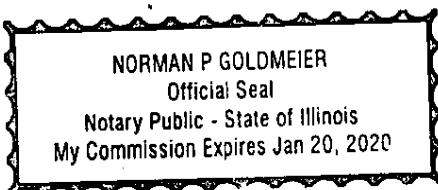
Name: TERRY A. CHERNEN

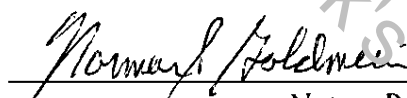
Its: PRESIDENT

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, NORMAN P. GOLDMEIER, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT TERRY A. CHERNEN the PRESIDENT of 3517 N. SPAULDING BUILDING CORPORATION, an Illinois corporation, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, this 25th day of FEBRUARY, 2019.



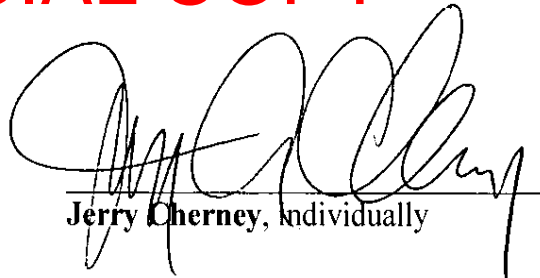


Notary Public

My commission expires: JAN. 20, 2020

[SIGNATURE PAGE CONTINUES]

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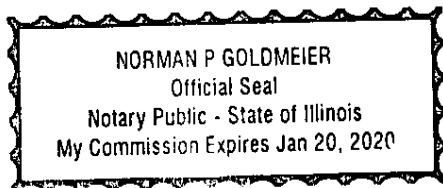


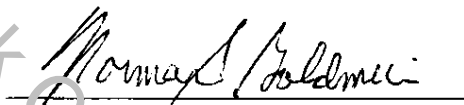
Jerry Cherney, individually

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, NORMAN P. GOLDMEIER, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT, Jerry Cherney, personally known to me to be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, this 25 day of FEBRUARY, 2019.




 Notary Public

My commission expires: JAN 20, 2020

[SIGNATURE PAGE CONTINUES]

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FLUID HANDLING, LLC, a Delaware
limited liability company

By: PBL

Name: PETER BILELL

Its: VP & GENERAL COUNSEL

STATE OF New York)

COUNTY OF Westchester)

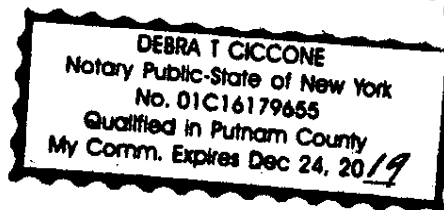
SS

I, Debra T. Ciccone, a notary public in and for
said County in the State aforesaid, DO HEREBY CERTIFY THAT PETER BILELL the VP & GC
of FLUID HANDLING, LLC, a Delaware limited liability company, personally known to me to
be the same person(s) whose name is subscribed to the foregoing instrument, appeared before me
this day in person and acknowledged that they signed and delivered the said instrument as their
own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in the County and State aforesaid, this 26 day of FEBRUARY, 2019.

Debra T. Ciccone
Notary Public

My commission expires:



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Exhibit A Legal Description

Tract 1

The East 140 feet of the West 954.72 feet of the South 145.56 feet of the North 521 feet of the Northeast Quarter of the Southeast Quarter of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian (excepting therefrom a triangular parcel in the Southeast corner of the described tract lying East of a line drawn from a point 4.16 feet West of the Southeast corner to a point 32.27 feet North of the Southeast corner of said tract also except from said tract a parcel of land lying between the East line of the West 814.72 feet of the aforesaid Northeast Quarter of the Southeast Quarter of Section 23 and a curved line having a radius of 33 feet, said curved line being tangent to the East line of the West 754.72 feet and also tangent to the South line of the North 521 feet of the Northeast Quarter of the Southeast Quarter of Section 23 aforesaid), in Cook County, Illinois.

COMMONLY KNOWN AS: 3517 North Spaulding, Chicago, Illinois 60618

PROPERTY INDEX NUMBER: Part of 13-23-402-022-000

Tract 2:

A parcel of land in the Northeast Quarter of the Southeast Quarter of Section 23, Township 40 North, Range 13 East of the Third Principal Meridian, bounded and described as follows: Beginning at the intersection of the South line of the North 521 feet of said Northeast Quarter of the Southeast Quarter and the East line of the West 814.72 feet thereof; Thence South 00 degrees 00 minutes 31 seconds East, 50.00 feet along said East line of the West 814.72 feet to a point on the South line of the North 571 feet of said Northeast Quarter of the Southeast Quarter Section; Thence South 89 degrees 51 minutes 40 seconds East along said South line 126.52 feet to a point on a curved line; Thence Northeasterly along said curved line with a radius of 349.76 feet a distance of 50.88 feet, having a chord bearing of North 10 degrees 33 minutes 06 seconds East and a chord distance of 50.84 feet to an intersection with the said South line of the North 521 feet of the Northeast Quarter of the Southeast Quarter of Section 23 aforesaid, Thence North 89 degrees 51 minutes 40 seconds West 135.84 feet along said line to the place of beginning, all in Cook County, Illinois.

COMMONLY KNOWN AS: 3517 North Spaulding, Chicago, Illinois 60618

PROPERTY INDEX NUMBER: Part of 13-23-402-022-0000

Part of 13-23-402-024-0000

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Exhibit A Legal Description

Tract 1

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Part of 13-23-402-024-0000