



1907062003

Doc# 1907062003 Fee \$100.00

This instrument was prepared by:

David Mansbery, Jr., Esq.
Benesch, Friedlander, Coplan & Aronoff LLP
200 Public Square, Suite 2300
Cleveland, Ohio 44114

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 03/11/2019 11:54 AM PG: 1 OF 12

MAIL TO:

Patrick E. Sweeney, Esq.
Sitko Bruno, LLC
2740 Smallman Street, Suite 300
Pittsburgh, PA 15222

Above Space for Recorder's Use

This SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT (this "Agreement") is dated as of February 13, 2019 and is by and among DEUTSCHE BANK AG, NEW YORK BRANCH, a branch of Deutsche Bank, AG, a German Bank, authorized by the New York Department of Financial Services, having an address at 60 Wall Street, 10th Floor, New York, New York 10005 (together with its successors and assigns, "Agent"), for itself and on behalf of any other lenders, BRE STREETS OF WOODFIELD LLC, a Delaware limited liability company having an office c/o ShopCore Properties, L.P., Two Liberty Place, 50 South 16th Street, Suite 3325, Philadelphia, Pennsylvania 19102 ("Landlord"), and RESTORATION HARDWARE, INC., a Delaware corporation having an office at 15 Koch Road, Corte Madera, California 94925 ("Tenant").

WHEREAS, Agent has administered or intends to administer, and the lenders have made or intend to make, a loan to Landlord (the "Loan"), which Loan shall be evidenced by one or more promissory notes (as the same may be amended, modified, restated, severed, consolidated, renewed, replaced, or supplemented from time to time, the "Promissory Note") and secured by, among other things, that certain Mortgage or Deed of Trust, Assignment of Leases and Rents and Security Agreement (as the same may be amended, restated, replaced, severed, split, supplemented or otherwise modified from time to time, the "Mortgage") encumbering the real property located in Schaumburg, Illinois and being more particularly described on Exhibit A annexed hereto and made a part hereof (the "Property");

WHEREAS, by a certain Lease Agreement dated as of November 21, 2018 (the "Lease"), by and between Landlord and Tenant, Landlord leased to Tenant a portion of the Property, as said portion is more particularly described in the Lease (such portion of the Property hereinafter referred to as the "Premises");

WHEREAS, Tenant acknowledges that Agent will rely on this Agreement in making the Loan to Landlord; and

WHEREAS, Agent and Tenant desire to evidence their understanding with respect to the Mortgage and the Lease as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. Tenant covenants, stipulates and agrees that, subject to the terms and conditions of this Agreement, the Lease and all of Tenant's right, title and interest in and to the

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Property thereunder (including but not limited to any option to purchase, right of first refusal to purchase or right of first offer to purchase the Property or any portion thereof) is hereby, and shall at all times continue to be, subordinated and made secondary and inferior in each and every respect to the Mortgage and the lien thereof, to all of the terms, conditions and provisions thereof and to any and all advances made or to be made thereunder, so that at all times the Mortgage shall be and remain a lien on the Property prior to and superior to the Lease for all purposes. Subordination is to have the same force and effect as if the Mortgage and such renewals, modifications, consolidations, replacements and extensions had been executed, acknowledged, delivered and recorded prior to the Lease, any amendments or modifications thereof and any notice thereof. Landlord hereby acknowledges that it has provided a copy of the Lease to Agent and Agent hereby acknowledges receipt thereof. Tenant acknowledges notice of the Mortgage.

2. Agent agrees that if Agent exercises any of its rights under the Mortgage, including entry or foreclosure of the Mortgage or exercise of a power of sale under the Mortgage, then neither Agent nor any Successor Landlord (as such term is hereinafter defined) will disturb Tenant's right to use, occupy and possess the Premises under the terms of the Lease or any other rights of Tenant under the Lease, including any option to extend the term of the Lease, so long as Tenant is not in default beyond any applicable grace period under any term, covenant or condition of the Lease.

3. If, at any time the Mortgage is terminated by reason of foreclosure proceedings or for any other reason and Agent (or any person, or such person's successors or assigns, who acquires the interest of Landlord under the Lease through foreclosure of the Mortgage or otherwise) shall succeed to the rights of Landlord under the Lease as a result of a default or event of default under the Mortgage, Tenant shall attorn to and recognize such person so succeeding to the rights of Landlord under the Lease (herein sometimes called "**Successor Landlord**") as Tenant's landlord under the Lease, said attornment and recognition to be effective and self-operative without the execution of any further instruments, and Successor Landlord and Tenant shall be bound to each other under all of the terms and conditions of the Lease, as landlord and tenant, respectively. Although said attornment and recognition shall be self-operative, Tenant agrees to execute and deliver to Agent or to any Successor Landlord, such other instrument or instruments as Agent or such other person shall from time to time request in order to confirm said attornment, and Agent or any Successor Landlord shall execute and deliver confirmation of such recognition as may be requested from time to time by Tenant.

4. Landlord authorizes and directs Tenant to honor any written demand or notice from Agent instructing Tenant to pay rent or other sums to Agent rather than Landlord (a "**Payment Demand**"), regardless of any other or contrary notice or instruction which Tenant may receive from Landlord before or after Tenant's receipt of such Payment Demand. Tenant may rely upon any notice, instruction, Payment Demand, certificate, consent or other document from, and signed by, Agent and shall have no duty to Landlord to investigate the same or the circumstances under which the same was given. Any payment made by Tenant to Agent or in response to a Payment Demand shall be deemed proper payment by Tenant of such sum pursuant to the Lease.

5. If Agent shall become the owner of the Property or the Property shall be sold by reason of foreclosure or other proceedings brought to enforce the Mortgage or if the

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Property shall be transferred by deed in lieu of foreclosure, Agent or any Successor Landlord shall assume and perform Landlord's obligations under the Lease, and Tenant shall from and after the date Agent or any Successor Landlord succeeds to the interest of Landlord, have the same remedies against Agent or such Successor Landlord for the breach of any covenant contained in the Lease subject to the terms and provisions of the Lease. The foregoing notwithstanding, Agent or any Successor Landlord, in such instance, shall not be:

- (a) liable for any act or omission of any prior landlord (including Landlord) or bound by any obligation to make any payment to Tenant which was required to be made prior to the time Agent succeeded to any prior landlord (including Landlord) or obligated to cure any defaults of any prior landlord (including Landlord) which occurred prior to the time that Agent or any Successor Landlord succeeded to the interest of such landlord under the Lease; or
- (b) subject to any offsets, defenses or counterclaims which Tenant may be entitled to assert against any prior landlord (including Landlord); or
- (c) bound by any payment of rent or additional rent by Tenant to any prior landlord (including Landlord) for more than one month in advance unless (i) such prepayment shall have been expressly approved of by Agent or Successor Landlord or (ii) such rent was actually received by Agent or Successor Landlord; or
- (d) bound by any amendment, modification, termination or surrender of the Lease, in each case made without the written consent of Agent or Successor Landlord, as applicable; or
- (e) liable or responsible for or with respect to the retention, application and/or return to Tenant of any security deposit paid to any prior landlord (including Landlord), whether or not still held by such prior landlord, unless and until Agent or any Successor Landlord has actually received said deposit for its own account as the landlord under the Lease as security for the performance of Tenant's obligation under the Lease (which deposit shall, nonetheless, be held subject to the provisions of the Lease).

With respect to the provisions set forth in subsections (a), (b) and (e) above, the language limiting Agent's liability is intended to prevent Tenant from pursuing damages or specific performance against Agent if it does not perform certain actions or pay certain amounts that are required under the Lease to be paid or performed, but it is agreed that the language is not intended to and shall not prevent Tenant from pursuing any other remedies which may be available to Tenant under the Lease, at law or in equity, as a result of such performance or payment failure, including without limitation, termination rights, reduced and/or abated rent, and self-help, subject to the provisions of Section 6(a) below.

Agent further agrees that so long as Tenant is not in default under the Lease beyond any applicable cure period, and so long as the Lease shall be in full force and effect, then:

- (A) Tenant shall not be named or joined as a party or otherwise in any suit, action or proceeding for the foreclosure of the Mortgage or to enforce any

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rights under the mortgage or the bond or note or other obligation secured thereby; and

- (B) the possession by Tenant of the Premises and Tenant's rights thereto and to the Premises shall not be disturbed, affected or impaired by, nor will the Lease of the term thereof be terminated or otherwise affected by (i) any suit, action or proceeding upon the Mortgage or the bond or note or other obligation secured thereby, or for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage or any other documents held by the holder of the Mortgage, or by any judicial sale or execution of other sale of the Premises or the Property, or any deed given in lieu of foreclosure, or by the exercise of any other rights given to any holder of the Mortgage or other documents held as a matter of law, or (ii) any default under the Mortgage or the bond or note or other obligation secured thereby.

Agent agrees that neither the Mortgage nor any other security instrument executed in connection therewith shall cover or be construed as subjecting in any manner to the lien thereof, any trade fixtures, signs or other personal property at any time furnished or installed by or for Tenant or its subtenants or licensees on the aforementioned property regardless of the manner or mode of attachment thereof.

6. Tenant hereby represents, warrants, covenants and agrees to and with Agent:

- (a) to deliver to Agent, by certified mail, return receipt requested, a duplicate of each notice of default delivered by Tenant to Landlord at the same time as such notice is given to Landlord and Tenant agrees not to exercise any right or remedy under the Lease that would permit Tenant to cancel or terminate the Lease, claim a partial or total eviction, or offset rents due the Landlord (as opposed to other remedies such as self-help, by way of example and not limitation) until it has caused a copy of such notice shall have been so delivered to Agent, and Agent shall have had the cure periods set forth below. Upon receipt of such notice, Agent shall have the right (but shall not be obligated) to cure such default. Tenant shall accept performance by Agent of any term, covenant, condition or agreement to be performed by Landlord under the Lease with the same force and effect as though performed by Landlord. Tenant further agrees to afford Agent a period of ten (10) days beyond any period afforded to Landlord for the curing of such default during which period Agent may elect (but shall not be obligated) to seek to cure such default, or, if such default cannot be cured within that time, then such additional time as may be necessary to cure such default (including but not limited to commencement of foreclosure proceedings) during which period Agent may elect (but shall not be obligated) to seek to cure such default, prior to taking any action to terminate the Lease, which additional time period shall not exceed ninety (90) days. If the Lease shall terminate for any reason, upon Agent's written request given within thirty (30) days after such termination, Tenant, within fifteen (15) days after such request, shall execute and deliver to Agent a new lease of the Premises for the remainder of the term of the Lease and upon all of the same terms, covenants and conditions of the Lease;

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(b) that Tenant is the sole owner of the leasehold estate created by the Lease;
and

(c) to promptly certify in writing to Agent, in connection with any proposed assignment of the Mortgage, whether or not any default on the part of Landlord is then known by Tenant to exist under the Lease and to deliver to Agent any tenant estoppel certificates required under the Lease.

7. Tenant acknowledges that the interest of Landlord under the Lease is assigned to Agent solely as security for the Promissory Note, and Agent shall have no duty, liability or obligation under the Lease or any extension or renewal thereof, unless Agent shall specifically undertake such liability in writing or Agent becomes and then only with respect to periods in which Agent becomes, the fee owner of the Property.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois (excluding the choice of law rules thereof).

9. This Agreement and each and every covenant, agreement and other provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns (including, without limitation, any successor holder of the Promissory Note) and may be amended, supplemented, waived or modified only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought.

10. All notices to be given under this Agreement shall be in writing and shall be deemed served upon receipt by the addressee if served personally or, if mailed, upon the first to occur of receipt or the refusal of delivery as shown on a return receipt, after deposit in the United States Postal Service certified mail, postage prepaid, addressed to the address of Landlord, Tenant or Agent appearing below. Such addresses may be changed by notice given in the same manner. If any party consists of multiple individuals or entities, then notice to any one of same shall be deemed notice to such party.

Agent's Address: Deutsche Bank AG, New York Branch
60 Wall Street, 10th Floor
New York, New York 10005
Attention: General Counsel

With a copy to: Gibson Dunn
200 Park Avenue
New York, New York 10166-0193
Attention: Erin Rothfuss, Esq.

Tenant's Address: Restoration Hardware, Inc.
Attn: Vice President, Outlets
15 Koch Rd
Corte Madera, California 94925

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With a copy to: Restoration Hardware, Inc.
Attn: Legal Department
15 Koch Rd
Corte Madera, California 94925

Landlord's Address: BRE Streets of Woodfield LLC
c/o ShopCore Properties, L.P.
Attention: Office of the General Counsel
Two Liberty Place
50 S. 16th Street, Suite 3325
Philadelphia, Pennsylvania 19102

11. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement. This execution of this Agreement by Agent and Landlord and the delivery hereof to Tenant shall, so long as the same occurs within the ninety (90) day time period referred to in Section (3) of the Summary Sheet attached to and incorporated into the Lease, be deemed to comply with the requirements set forth in the Lease with respect to the SNDA, as such term is defined in the Lease.

12. In the event Agent shall acquire Landlord's interest in the Premises, Tenant shall look only to the estate and interest, if any, of Agent in the Property (including, but not limited to, rents, sale, insurance and condemnation proceeds therefrom) for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money in the event of any default by Agent as a Successor Landlord under the Lease or under this Agreement, and no other property or assets of Agent shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to the Lease, the relationship of the landlord and tenant under the Lease or Tenant's use or occupancy of the Premises or any claim arising under this Agreement, except to the extent arising out of willful misconduct or fraud. The limitation of liability provided in this Section is solely for the benefit of Agent, and any successor institutional lender which holds the Mortgage, and specifically shall not apply to any successor who purchases the Property in foreclosure, or takes title by deed-in lieu thereof, other than Agent (or its permitted successors and assigns).

13. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect, and shall be liberally construed in favor of Agent.

14. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

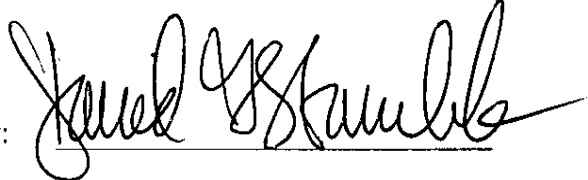
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

TENANT:

RESTORATION HARDWARE, INC.
a Delaware corporation

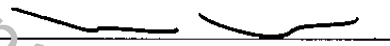
By: 

Name: David Stanchar

Title: President, Chief Real Estate & Development Officer

LANDLORD:

BRE STREETS OF WOODFIELD LLC
a Delaware limited liability company


By: 

Name: Linda M. Madway

Title: Senior Vice President

AGENT:

**DEUTSCHE BANK AG, NEW YORK
BRANCH**

By: 

Name: James Huddleston

Title:

By: 

Name: Perry Forman

Title:

Property of Cook County Clerk's Office

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NOTARY ACKNOWLEDGMENT FOR TENANT

STATE OF _____)
) ss.
COUNTY OF _____)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared _____, the _____ of RESTORATION HARDWARE, INC., a Delaware corporation, which corporation executed the foregoing instrument, who acknowledged that he/she did sign the foregoing instrument for and on behalf of said corporation being thereunto duly authorized, and that the same is his/her free act and deed and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____ this _____ day of _____, 2019.

See attached

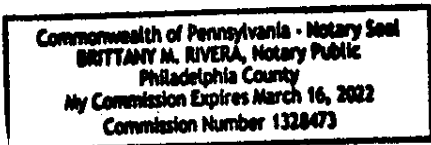
Notary Public
My Commission Expires: _____

NOTARY ACKNOWLEDGMENT FOR LANDLORD

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF PHILADELPHIA)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared Linda M. Madway, the Senior Vice President of BRE STREETS OF WOODFIELD LLC, a Delaware limited liability company, which limited liability company executed the foregoing instrument, who acknowledged that she did sign the foregoing instrument for and on behalf of said limited liability company being thereunto duly authorized, and that the same is her free act and deed and the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Mount Laurel, New Jersey this 4 day of February, 2019.



B. Rivera

Notary Public
My Commission Expires: March 16, 2022

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Marin)

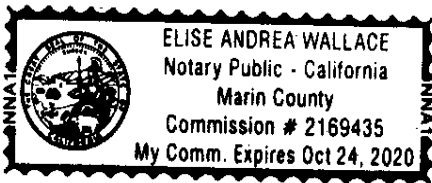
On January 31, 2019 before me, Elise Andrea Wallace, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared David Stanchar
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Elise Andrea Wallace
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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NOTARY ACKNOWLEDGMENT FOR LENDER

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On the 13th day of February, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared James Huddleston, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Angella Depass
Notary Public

ANGELLA DEPASS
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN QUEENS COUNTY
NO. 01DE5025245
COMMISSION EXPIRES: MARCH 21, 2022

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On the 13th day of February, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Perry Forman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Angella Depass
Notary Public

ANGELLA DEPASS
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN QUEENS COUNTY
NO. 01DE5025245
COMMISSION EXPIRES: MARCH 21, 2022

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Exhibit A

Legal Description of Property

TRACT I:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING 3.14 CHAINS NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE NORTH 7 DEGREES EAST 33.10 CHAINS TO THE SOUTH BOUNDARY OF A CONVERSE LANDS; THENCE NORTH 84 DEGREES WEST 24.20 CHAINS TO WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 13; THENCE SOUTH ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13 AFORESAID 30.80 CHAINS TO CENTER OF HIGGINS ROAD; THENCE SOUTH 77 DEGREES 10 MINUTES EAST 20.55 CHAINS TO THE PLACE OF BEGINNING, (EXCEPT THAT PART THEREOF TAKEN FOR HIGHWAYS AND EXCEPT THAT PORTION CONVEYED TO FOREST PRESERVE DISTRICT OF COOK COUNTY, ILLINOIS BY DOCUMENT NUMBER 1722832 RECORDED FEBRUARY 07, 1958 AND DOCUMENT NUMBER 17227068, RECORDED JUNE 06, 1958 AND EXCEPTING THAT PART LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF HIGGINS ROAD (ROUTE 72) DISTANT 550.0 FEET WESTERLY OF THE EAST LINE OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 13; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE, EXTENDED TO INTERSECT THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 13 AT A POINT 265.0 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION) IN COOK COUNTY, ILLINOIS.

TRACT II:

PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WOODFIELD ROAD AS DEDICATED PER DOCUMENT 20944554 WITH THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHEAST 1/4; THENCE SOUTH 0 DEGREES 33 MINUTES 31.5 SECONDS WEST ALONG SAID EAST LINE 700 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 28.5 SECONDS WEST 450 FEET ALONG A LINE DRAWN PERPENDICULARLY TO SAID EAST LINE; THENCE NORTH 0 DEGREES 33 MINUTES 31.5 SECONDS EAST 694.283 FEET ALONG A LINE PARALLEL WITH SAID EAST LINE TO A POINT IN SAID SOUTH LINE OF WOODFIELD ROAD; THENCE EASTERLY 445.846 FEET ALONG SAID SOUTH LINE OF WOODFIELD ROAD BEING THE ARC OF A CIRCLE OF 1859.86 FEET RADIUS CONVEX TO THE NORTH WHOSE CHORD BEARS NORTH 89 DEGREES 45 MINUTES 1 SECOND EAST TO A POINT OF TANGENCY; THENCE SOUTH 83 DEGREES 22 MINUTES 56

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SECONDS EAST 5.294 FEET ALONG SAID SOUTH LINE OF WOODFIELD ROAD TO HEREIN DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 CREATED BY AGREEMENT RECORDED JULY 1, 1971 AS DOCUMENT 21532098 MADE BY LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 25, 1964 AND KNOWN AS TRUST NUMBER 33071 TO LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1971 AND KNOWN AS TRUST NUMBER 42050 OVER THE WEST 20 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

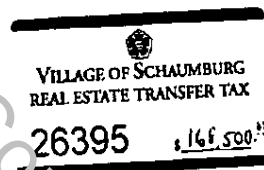
A STRIP OF LAND 40 FEET WIDE IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF WOODFIELD ROAD PER DOCUMENT 20944554 AND NORTH OF A LINE DRAWN PERPENDICULARLY TO THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHEAST 1/4, SAID LINE BEING 700 FEET (AS MEASURED ALONG SAID EAST LINE) SOUTH OF SAID SOUTH LINE OF WOODFIELD ROAD; THE CENTER LINE OF SAID STRIP OF LAND BEING A LINE 450 FEET (MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH SAID EAST LINE, (EXCEPT THE SOUTH 105.89 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS:

07-13-401-005-0000 Affects Tract I
 07-13-401-006-0000 Affects Tract I
 07-13-401-009-0000 Affects Tract I
 07-13-401-010-0000 Affects Tract I
 07-13-400-004-0000 Affects Tract II, Parcel 1.

COMMON ADDRESSES:

601 N. Martingale Road,
 750 N. Martingale Road,
 760 N. Martingale Road,
 1901 E. Woodfield Road,
 1900 E. Higgins Road,
 1950 E. Higgins Road.
 All in Schaumburg, Illinois.



REAL ESTATE TRANSFER TAX	23-Mar-2015
COUNTY:	84,250.00
ILLINOIS:	168,500.00
TOTAL:	252,750.00
07-13-401-005-0000 20150301669223 2-099-956-096	