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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 03/12/2019 12:08 PM PG: 1 OF 13

THIS DOCUMENT PREPARED BY AND  
RECORDING REQUESTED BY AND WHEN  
RECORDED MAIL TO:

Arnold & Porter Kaye Scholer LLP  
250 West 55<sup>th</sup> Street  
New York, New York 10019-9710  
Attention: Stephen Gliatta, Esq.

Property of Cook County Clerk's Office

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## ASSIGNMENT OF LEASES AND RENTS

Dated and effective as of March 7, 2019

between

TCB-EDENS, LLC and  
TCB-EDENS II, LLC  
collectively, as Assignor

and

LOANCORE CAPITAL CREDIT REIT LLC  
as Assignee

Property Location: 3200 Lake Avenue  
Wilmette, Illinois 60091

PIN: 05-03-405-019-0000; 05-03-405-020-0000; 05-03-405-021-0000

RW 13

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This **ASSIGNMENT OF LEASES AND RENTS** (this "*Assignment*") dated and effective as of the 21st day of December, 2018 made by **TCB-EDENS, LLC** and **TCB-EDENS II, LLC**, each a Delaware limited liability company, having an office at c/o Newport Capital Partners Fund II, LP, 500 W. Monroe, Ste#2900, Chicago, IL 60661 (collectively, "*Assignor*"), to **LOANCORE CAPITAL CREDIT REIT LLC**, a Delaware limited liability company (together with its successors and assigns, hereinafter referred to as "*Assignee*") having an address c/o LoanCore Capital, 55 Railroad Avenue, Suite 100, Greenwich, Connecticut 06830.

## WITNESSETH:

WHEREAS, Assignor is the owner of fee simple title to those certain parcels 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 and Assignee have entered into a 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 Assignee has agreed to make a secured loan to Assignor in the maximum principal amount of \$63,300,000 (the "*Loan*");

WHEREAS, Assignor has executed a Promissory Note in such principal amount (as the same may be amended, modified, restated, severed, consolidated, renewed, replaced, or supplemented from time to time, the "*Note*"), which is secured by, *inter alia*, that certain (i) Mortgage, Assignment of Leases and Rents and Security Agreement from TCB-Edens, LLC and (ii) Mortgage, Assignment of Leases and Rents and Security Agreement from TCB-Edens II, LLC (as the same may be amended, modified, consolidated, split, supplemented, replaced or otherwise modified from time to time, collectively, the "*Mortgage*") 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;

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

WHEREAS, capitalized terms used in this Assignment without definition have the respective meanings assigned to such terms in the Loan Agreement or the Mortgage 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:

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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; 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 Clearing 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 Clearing 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. It is further intended that it not be necessary for Assignee to institute legal proceedings, absent any requirements of law or regulation to the contrary, to enforce the provisions hereof. 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 the requirement that payments and deposits of Rents be made directly to the Clearing Account, 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.

(b) Upon the occurrence and during the continuance of an Event of Default, and without the necessity of Assignee entering upon and taking and maintaining full control of the Property in person, by agent or by court-appointed receiver, 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 immediately be deposited directly to the Clearing 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

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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, without waiving such Event of Default and without regard to the adequacy of the security for the Debt, either in person or by agent, without bringing any action or proceeding, or by a receiver appointed by a court, without taking possession of the Property in its own name, 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 5 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.

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. Assignor hereby appoints Assignee the attorney-in-fact of Assignor to, upon the occurrence and during the continuance of an Event of Default, 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, Assignor does hereby irrevocably appoint Assignee as its attorney-in-fact, upon the occurrence and during the continuance of an Event of Default, 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

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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 actual 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 reasonably 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.

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 OF ILLINOIS, IT

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BEING UNDERSTOOD THAT, EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS PARAGRAPH AND TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES SHALL GOVERN ALL MATTERS RELATING TO THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS AND ALL OF THE INDEBTEDNESS OR OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. ALL PROVISIONS OF THE LOAN AGREEMENT INCORPORATED HEREIN BY REFERENCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, AS SET FORTH IN THE GOVERNING LAW PROVISION OF THE LOAN AGREEMENT.

(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 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.

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15. Notices. All notices, 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 10.1 of the Loan Agreement.

17. Waiver of Jury Trial. ASSIGNOR HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS ASSIGNMENT OR ANY OTHER LOAN DOCUMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY ASSIGNOR, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. ASSIGNEE IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY ASSIGNEE.

[NO FURTHER TEXT ON THIS PAGE]



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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:**

**TCB-EDENS, LLC, a**  
Delaware limited liability company

By: **NEWPORT CAPITAL PARTNERS**  
**FUND II, LP, its Manager**

By: **NEWPORT FUND II GP, LLC, its**  
general partner

By: 

Name: Derrick McGavic  
Title: Manager

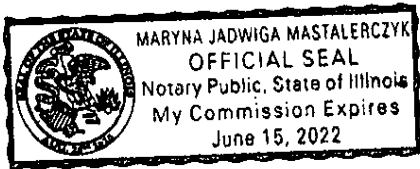
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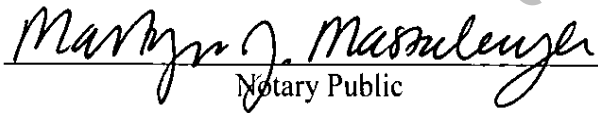
**ACKNOWLEDGMENT**

STATE OF ILLINOIS )  
 )  
 )  
COUNTY OF COOK )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Derrick McGavic, who is a Manager of Newport Fund II GP, LLC, the general partner of Newport Capital Partners Fund II LP, the manager of TCB-Edens LLC, has signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 28 day of February, 2019.



  
Notary Public

[NOTARIAL SEAL]

My commission expires: June 15, 2022




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**ASSIGNOR:**

**TCB-EDENS II, LLC, a**  
Delaware limited liability company

By: **NEWPORT CAPITAL PARTNERS**  
**FUND II, LP, its Manager**

By: **NEWPORT FUND II GP, LLC, its**  
general partner

By:   
Name: Derrick McGavic  
Title: Manager

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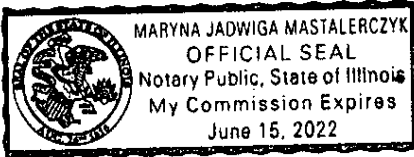
**ACKNOWLEDGMENT**

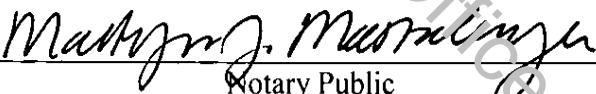
STATE OF ILLINOIS )

COUNTY OF COOK )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Derrick McGavic, who is a Manager of Newport Fund II GP, LLC, the general partner of Newport Capital Partners Fund II LP, the manager of TCB-EDENS II, LLC, has signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 28 day of February 2019.



  
Notary Public

[NOTARIAL SEAL]

My commission expires: June 15, 2022

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## EXHIBIT A

### Legal Description

Tract 1:

Parcel 1:

That part of Lot 1 in Edens Plaza, being a Subdivision in the Southeast Quarter of Section 30, Township 42 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded September 20, 1967 as document 20265607, in Cook County, Illinois, described as follows:

Beginning at the Northwest Corner of Lot 1 aforesaid; thence on an assumed Azimuth of 129 degrees 36 minutes 27 seconds along the Northerly line of said Lot 1, a distance of 585.84 feet to the Easterly line of said Lot 1; thence on an Azimuth of 153 degrees 45 minutes 59 seconds along said Easterly line, being also the Westerly line of Skokie Blvd., 76.51 feet to a point of curvature in said line; thence Southeasterly along a tangential curve concave to the West, radius 5679.65 feet, central angle 02 degrees 51 minutes 55 seconds, 284.03 feet; thence on an Azimuth of 250 degrees 52 minutes 06 seconds, 223.90 feet; thence on an Azimuth of 166 degrees 51 minutes 28 seconds, 113.94 feet; thence on an Azimuth of 160 degrees 20 minutes 46 seconds, 95.91 feet; thence on an Azimuth of 269 degrees 57 minutes 45 seconds, 76.14 feet; thence on an Azimuth of 359 degrees 57 minutes 45 seconds, 223.80 feet; thence on an Azimuth of 333 degrees 27 minutes 26 seconds, 166.82 feet; thence on an Azimuth 270 degrees 32 minutes 56 seconds, 296.68 feet to a point on the West Line of Lot 1 which is 598.76 feet South of the Northwest Corner thereof; thence on an Azimuth of 359 degrees 53 minutes 30 seconds along said West Line, 598.76 feet to the point of beginning.

Parcel 2:

That part of Lot 1 in Edens Plaza, being a Subdivision in the Southeast Quarter of Section 30, Township 42 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded September 20, 1967 as document 20265607, in Cook County, Illinois, described as follows:

Beginning at the Southwest Corner of Lot 1 aforesaid; thence on an assumed Azimuth of 359 degrees 59 minutes 43 seconds along the West Line of said Lot 1, a distance of 360.00 feet to an angle point therein; thence on an Azimuth of 305 degrees 04 minutes 59 seconds along the West Line of Lot 1, a distance of 143.97 feet to a point which is 204.00 feet Southeasterly of an angle point in said West Line; thence on an Azimuth of 35 degrees 04 minutes 59 seconds, 50.64 feet; thence on an Azimuth of 89 degrees 55 minutes 36 seconds, 175.52 feet; thence on an Azimuth of 359 degrees 57 minutes 45 seconds, 141.04 feet; thence on an Azimuth of 89 degrees 57 minutes 45 seconds, 93.57 feet; thence on an Azimuth of 160 degrees 20 minutes 46 seconds, 190.61 feet; thence on an Azimuth of 90 degrees 00 minutes 00 seconds, 210.19 feet; thence on an Azimuth of 341 degrees 36 minutes 33 seconds, 185.60 feet; thence on an Azimuth of 69 degrees 58 minutes 08 seconds, 46.59 feet to the East Line of Lot 1; thence Southerly along said East line and a curve concave to the West (being also the West Line of Skokie Blvd.), radius 5679.65 foot, a central angle 04 degrees 05 minutes 18 seconds, 405.28 feet to a point on a 3291.63 foot radius curve, the center of Circle of said Curve bears an Azimuth of 74 degrees 03 minutes 26 seconds from said point; thence Southerly along said curve, central angle 04 degrees 00 minutes 39 seconds, 230.42 feet to a point of reverse curvature; thence Southwesterly along a 25.00 foot radius curve, central angle 109 degrees 56 minutes 59 seconds, 47.98 feet to the South Line of Lot 1; thence on an Azimuth of 270 degrees 00 minutes 00 seconds along said South Line, being also the North Line of Lake Ave., 612.39 feet to the point of beginning.

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Parcel 3:

Non-exclusive easements in favor of Parcels 1 and 2, as created by the Edens Plaza Reciprocal Operating and Easement Agreement dated March 25, 1994 and recorded March 30, 1994 as document 94287447 and Amended by Second Amendment recorded December 15, 2016 as document 1635042016, made by and between NBD Bank, as Trustee under Trust Number 4671-AH, Edens Center Associates and CPS Department Stores, Inc., for the purposes set forth therein over, upon, under and on the following Tract of Land:

That part of Lot 1 in Edens Plaza, being a Subdivision in the Southeast Quarter of Section 30, Township 42 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded September 20, 1967 as document 20265607, in Cook County, Illinois, described as follows:

Commencing at the Northwest Corner of Lot 1 aforesaid; thence on an assumed Azimuth of 129 degrees 36 minutes 27 seconds along the Northerly line of said Lot 1, a distance of 585.84 feet to the Easterly line of said Lot 1, thence on an Azimuth of 153 Degrees 45 Minutes 59 Seconds along said Easterly line, being Also the Westerly Line of Skokie Blvd., 76.51 feet to a point of curvature in said line; thence Southeasterly along a tangential curve concave to the West, radius 5679.65 feet, central angle 02 degrees 51 minutes 55 seconds, 284.03 feet for a point of beginning; thence on an Azimuth of 250 degrees 52 minutes 06 seconds, 223.90 feet; thence on an Azimuth of 166 degrees 51 minutes 28 seconds, 113.94 feet; thence on an Azimuth of 160 degrees 20 minutes 46 seconds 95.91 feet; thence on an Azimuth of 269 degrees 57 minutes 45 seconds, 78.44 feet; thence on an Azimuth of 359 degrees 57 minutes 45 seconds, 223.80 feet; thence on an Azimuth of 333 degrees 27 minutes 26 seconds, 166.82 feet; thence on an Azimuth 270 degrees 32 minutes 56 seconds 296.68 feet to a point on the West Line of Lot 1 which is 598.76 feet South of the Northwest Corner thereof; thence on an Azimuth of 179 degrees 53 minutes 30 seconds along said West Line, 486.59 feet to an angle point therein, thence on an Azimuth of 125 degrees 04 minutes 59 seconds along the West Line of said Lot 1, a distance of 204.00 feet; thence on an Azimuth of 35 degrees 04 minutes 54 seconds, 50.64 feet; thence on an Azimuth of 89 degrees 55 minutes 36 seconds, 175.52 feet; thence on an Azimuth of 359 degrees 57 minutes 45 seconds, 141.04 feet; thence on an Azimuth of 89 degrees 57 minutes 45 seconds, 93.57 feet; thence on an Azimuth of 160 degrees 20 minutes 46 seconds, 197.61 feet; thence on an Azimuth of 90 degrees 00 minutes 00 seconds, 210.19 feet; thence on an Azimuth of 341 degrees 36 minutes 33 seconds, 185.60 feet; thence on an Azimuth of 69 degrees 58 minutes 08 seconds, along radial line 46.59 feet to the East Line of Lot 1; thence Northerly along said East line and a curve concave to the West (being also the West Line of Skokie Blvd.), radius 5679.65 foot, a central angle 03 degrees 20 minutes 14 seconds, 330.82 feet to the point of beginning.

Tract 2:

Parcel 1:

LOT 1 IN EDENS PLAZA SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 30, , TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1967 AS DOCUMENT 20265607 IN COOK COUNTY, ILLINOIS EXCEPT THE PROPERTY DESCRIBED AS FOLLOWS:

THAT PART OF LOT 1 IN EDENS PLAZA, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 42, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,

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ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1967 AS DOCUMENT 20265607, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 AFORESAID; THENCE ON AN ASSUMED AZIMUTH OF 129 DEGREES 36 MINUTES 27 SECONDS ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 585.84 FEET TO THE EASTERLY LINE OF SAID LOT 1; THENCE **ON AN** AZIMUTH OF 153 DEGREES 45 MINUTES 59 SECONDS ALONG SAID EASTERLY LINE, BEING ALSO THE WESTERLY LINE OF SKOKIE BLVD., 76.51 FEET A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE EAST, RADIUS 5679.65 FEET, CENTRAL ANGLE 02 DEGREES 51 MINUTES 55 SECONDS, 284.03 FEET; THENCE ON AN AZIMUTH OF 250 DEGREES 52 MINUTES 06 SECONDS, 223.90 FEET; THENCE ON AN AZIMUTH OF 166 DEGREES 51 MINUTES 28 SECONDS, 113.94 FEET; THENCE ON AN AZIMUTH OF 160 DEGREES 20 MINUTES 46 SECONDS, 95.91 FEET; THENCE ON AN AZIMUTH OF 269 DEGREES 57 MINUTES 45 SECONDS, 78.44 FEET; THENCE ON AN AZIMUTH OF 359 DEGREES 57 MINUTES 45 SECONDS, 223.80 FEET; THENCE ON AN AZIMUTH OF 333 DEGREES 27 MINUTES 26 SECONDS, 166.82 FEET; THENCE ON AN AZIMUTH 270 DEGREES 32 MINUTES 56 SECONDS, 296.68 FEET TO A POINT ON THE WEST LINE OF LOT 1 WHICH IS 598.76 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE ON AN AZIMUTH OF 359 DEGREES 53 MINUTES 30 SECONDS ALONG SAID WEST LINE, 598.76 FEET TO THE POINT OF BEGINNING.

ALSO

THAT PART OF LOT 1 IN EDENS PLAZA, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 42, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1967 AS DOCUMENT 20265607, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 AFORESAID, THENCE ON AN ASSUMED AZIMUTH OF 359 DEGREES 59 MINUTES 43 SECONDS ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 360.00 FEET TO AN ANGLE POINT THEREIN; THENCE ON AN AZIMUTH OF 305 DEGREES 04 MINUTES 59 SECONDS ALONG THE WEST LINE OF LOT 1, A DISTANCE OF 143.97 FEET TO A POINT WHICH IS 204.00 FEET SOUTHEASTERLY OF AN ANGLE POINT IN SAID WEST LINE; THENCE ON AN AZIMUTH OF 35 DEGREES 04 MINUTES 59 SECONDS, 50.64 FEET; THENCE ON AN AZIMUTH OF 89 DEGREES 55 MINUTES 36 SECONDS, 175.52 FEET; THENCE ON AN AZIMUTH OF 359 DEGREES 57 MINUTES 45 SECONDS, 141.04 FEET; THENCE ON AN AZIMUTH OF 89 DEGREES 57 MINUTES 45 SECONDS, 93.57 FEET; THENCE ON AN AZIMUTH OF 160 DEGREES 20 MINUTES 46 SECONDS, 190.61 FEET; THENCE ON AN AZIMUTH OF 359 DEGREES 00 MINUTES 00 SECONDS, 210.19 FEET; THENCE ON AN AZIMUTH OF 341 DEGREES 36 MINUTES 33 SECONDS, 185.60 FEET; THENCE ON AN AZIMUTH OF 69 DEGREES 58 MINUTES 08 SECONDS, 46.59 FEET TO THE EAST LINE OF LOT 1; THENCE SOUTHERLY ALONG SAID EAST LINE AND A CURVE CONCAVE TO THE EAST (BEING ALSO THE WEST LINE OF SKOKIE BLVD.), RADIUS 5679.65 FOOT, A CENTRAL ANGLE 04 DEGREES 05 MINUTES 18 SECONDS, 405.28 FEET TO A POINT ON A 3291.63 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS AN AZIMUTH OF 74 DEGREES 03 MINUTES 26 SECONDS FROM SAID POINT; THENCE SOUTHERLY ALONG SAID CURVE, CENTRAL ANGLE 04 DEGREES 00 MINUTES 39 SECONDS, 230.42 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A 25.00 FOOT RADIUS CURVE, CENTRAL ANGLE 109 DEGREES 56 MINUTES 59 SECONDS, 47.98 FEET TO THE SOUTH LINE OF LOT 1; THENCE ON AN AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS ALONG SAID SOUTH LINE, BEING ALSO THE

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NORTH LINE OF LAKE AVE., 612.39 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 1 AS CREATED BY THE EDENS PLAZA RECIPROCAL OPERATING AND EASEMENT AGREEMENT DATED MARCH 25, 1994 AND RECORDED MARCH 30, 1994 AS DOCUMENT 94287447 MADE BY AND BETWEEN NBD BANK, AS TRUSTEE UNDER TRUST NO. 4671.AH, EDENS CENTER ASSOCIATES AND CPS DEPARTMENT STORES, INC. FOR THE FOLLOWING PURPOSES: USE OF THE PARKING AREA FOR THE PARKING AND PASSAGE OF PASSENGER MOTOR VEHICLES AND PEDESTRIANS; USE OF THE ROADWAYS TO PROVIDE PASSAGE BY MOTOR VEHICLES AND PEDESTRIANS; USE OF VARIOUS WALKWAYS; USE OF THE PARKING AREA FOR SURFACE STORM WATER RUN-OFF TO THE STORM WATER FACILITIES; USE FOR VEHICULAR AND PEDESTRIAN ACCESS OVER THE ACCESS ROAD DEPICTED ON AIBIT B THERETO ; INSTALL, MAINTAIN, REPAIR, USE AND OPERATE THE SHOPPING CENTER IDENTIFICATION SIGNS; RIGHT TO HAVE OTHER PARTY'S BUILDING (AS DEFINED THEREIN) ABUT AND CONNECT TO; FOR COMMON UTILITY FACILITIES AND OTHER UTILITY FACILITIES, OVER, UPON, UNDER AND ON THE FOLLOWING TRACT OF LAND:

LOT 1 IN EDENS PLAZA, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 13 j EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1967 AS DOCUMENT 20265607 IN COOK COUNTY, ILLINOIS, (EXCEPTING THEREFROM THAT PORTION FALLING WITHIN THE ABOVE DESCRIBED PARCEL 1)

Cook County Clerk's Office