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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/16/2020 02:11 PM PG: 1 OF 15

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Ochrica SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Prepared By and Mail To:

Riemer & Braunstein LLP 100 Cambridge Street Boston, Massachusetts 02114 Attention: Kevin J. Lyons, Esq.

Box 400

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of December, 2019, by and among Citizens Bank, National Association, as administrative agent ("Agent") for itself and certain co-lenders which are or may become parties to the Loan Agreement (as defined below)(each a "Lender" and collectively the "Lenders"), IRC Four Flaggs, L.L.C. ("Landlord") and Marshalls of IL, LLC ("Tenant").

RECITALS:

IVHEREAS, Lenders have made or intend to make a loan to INP Holdings I, LLC ar 1 INP Holdings II, LLC, each a Delaware limited liability company (individually and collectively, jointly and severally, "Borrower") in the maximum principal amount of \$180,000,000.00 (the "Loan") pursuant to a certain Credit Agreement dated as of December 20, 2019 by and among Borrower, Agent, the Lenders and certain other affiliates of Borrower ("Loan Agreement"). Lenders (individually and collectively, the "Note") and is guaranteed by that certain Guaranty entered into by Landord and certain other affiliates of Guarantor in favor of Agent and the Lenders dated as of the date of the Loan Agreement (as the same may be amended, restated, renewed, replaced or otherwise modified the "Guaranty");

WHEREAS, the Guaranty is secured by a certain Mortgage Security Agreement and Fixture Filing dated as of December 20, 2019, given by Landlord to Agent for the benefit of the Londers (the "Mortgage") covering certain real property more particularly described in the Mortgage known as Four Flaggs Shopping Center located in Niles, IL and described further in Schedule A, a copy of which is attached hereto (hereinafter referred to as "Property"); and

WHEREAS, Tenant occupies a portion of the Property under and pursuant to a Lease dated November 11, 2008 as the same has been amended from time to time (the "Lease"), whereby Landlord demised to Tenant a portion of the Property (the "Demised Premises"). All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Lease.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant, Landlord and Agent, intending to be legally bound hereby, covenant and agree as follows:

- 1. <u>SUBORDINATION</u>. This Lease shall be and is hereby made subordinate to the lien of the Mortgage and to all increases, renewals, modifications, amendments, consolidations and extensions thereof.
- 2. <u>NON-DISTURBANCE</u>. Provided that Tenant is not in default under the Lease of such a nature as would permit Landlord to terminate the Lease pursuant to default provisions of the Lease, Agent shall not, in the exercise of any

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right, remedy, or privilege granted by the Mortgage or the other loan documents, or otherwise available to Agent at law or in equity:

- (i) disturb Tenant's possession, enjoyment, use or occupancy of the Demised Premises and the appurtenant rights thereto under the Lease during the term of the Lease (including any extensions, renewal, or modification thereof); or
- (ii) join or name Tenant as a party to any foreclosure or other proceeding instituted by Agent to enforce the terms of the Mortgage or the other loan documents against Landlord, unless such joinder is required by law in connection with such proceedings, but in such event, Tenant shall be named only to the extent required by law and not for purposes of terminating the lease, and the Lease and Tenant's use and enjoyment of the Premises shall not be adversely affected thereby.

In the event Agent comes into possession of or acquires title to all or any portion of the Property as a result of any enforcement of the Mortgage or any other means, Tenant shall peaceably and quietly have, hold and ergoy the Demised Premises and the rights of Tenant appurtenant thereto for the term of the Lease as the same may be extended, subject to the terms, covenants, conditions, provisions and agreements thereof.

3. <u>ATTORNMENT</u>. In the event Agent comes into possession of or acquires title to all or any portion of the Property as a result of foreclosure or other enforcement of the Mortgage, or as a result of any other means such as a deed in lieu thereof, Agent as the case may be, agrees to recognize Tenant's possession of the Demised Premises and Tenant agrees to attorn to and accept Agent as landlord under the Lease for the balance then remaining of the term of the Lease, subject to all of the terms and conditions of the Lease.

Upon any attornment under this Paragraph 2, the Lease shall continue in full force and effect as a direct lease between Tenant and agent and Agent will assume and perform all of Landlord's obligations under the Lease except that Agent shall not be:

- (i) liable for any damages for any breach, act or omission of any prior landlord (including Landlord) under the Lease except for acts or omissions of a continuing nature which continue after such time as Agent comes into possession of or acquires title to all or any portion of the Property; or
- (ii) subject to any offsets, claims or defenses which Tenant might have against any prior landlord including Landlord except to the extent such right of offset or defense is specifically set forth in the Lease, and Agent was previously notified of the act or event giving rise to such offset or defense and was given the same period to time and cure as is provided to Landlord under the lease; or
- (iii) bound by any rent or additional rent or other payment in lieu of rent which Tenant might have paid to any prior landlord more than 30 days in advance of its due date under the Lease, unless such prepayment is required pursuant to the terms of the Lease; or

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- (iv) bound by any amendment or modification to the Lease which has the effect of (1) terminating the lease (unless pursuant to a right granted to Tenant unilaterally under the Lease), (2) decreasing the rent payable under the Lease, or (3) decreasing the term of the Lease or (4) modifying any material provision of the Lease, made without Agent's written consent which consent shall not be unreasonably withheld, conditioned or delayed provided, that failure to respond to request for consent within 10 business days shall be deemed to constitute consent; or
- (v) be liable for any security deposit unless actually received by Agent.
- RENTS. Landlord hereby advises Tenant that the Mortgage and other loan documents provides for the direct payment to Agent of all rents and other monies are and to become due to Landlord under the Lease upon the occurrence of certain conditions as set forth in the Mortgage and other loan documents without Agent's taking possession of the Demised Premises or otherwise assuming Landlord's position or any of Landlord's obligations under the Lease. After written notice is given to Lenant by Agent in form reasonably acceptable to Tenant, that Landlord has defaulted under the Mortgage and that the rentals under the Lease should be paid to Agent, Tenant shall pay to Agent, or in accordance with the direction of Agent all rentals and other monies due and to become due to the Landlord under the Lease, and Landlord hereby expressly authorizes Tenant to make such payments as directed by Agent and hereby releases and discharges Tenant of, and from any liability of Landlord on account of any such payments. Tenant shall have no responsibility to ascertain whether such demand by Agent is permitted under the Mortgage or loan documents. Furthermore, in connection with the aforesaid, and notwithstanding anything to the contrary contained elsewhere, Landlord, its successor and/or assigns hereby agree to indemnify and hold harmless Tenant against any expenses, claims, losses or damages incurred by Tenant resulting from or arising out of claims by Landlo'd its successors or assigns that such rental payments should not have been, or cannot be, made to Agent or the like.
- 5. <u>DEFAULT NOTICES TO AGENT</u>. So long as the Mortgage is in force and effect, Tenant agrees not to terminate the Lease by reason of default by Landlord under the Lease without giving prior written notice the eof to Lender and Agent shall have the right (but not the obligation until Agent comes into possession of or acquires title to all or any part of the Property) to cure any of Landlord's defaults under the Lease within the same time period as is available to Landlord for the curing thereof under the Lease after receipt of such notice except Fearant shall have the right to exercise its enumerated termination rights set forth in the Lease without giving Agent notice or the opportunity to cure.
- 6. <u>NOTICES</u>. All notices and other communications pursuant to the provisions of this Agreement shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or by a reputable commercial overnight carrier that provides a receipt, such as Federal Express or Airborne Express, and shall be deemed given when received and addressed as noted below, or to such other address or addresses as shall from time to time be designated by notice by any party to the others as herein provided.

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If to Tenant c/o The TJX Companies, Inc.

770 Cochituate Road Framingham, MA 01701

Attn: Vice President - Real Estate

If to Agent: Citizens Bank, National Association

1215 Superior Avenue, Suite 1550

Cleveland, OH 44144 Attn: Donald W. Woods

With a Copy to: Riemer & Braunstein LLP

100 Cambridge Street, 22nd Floor

Boston, MA 02114

Attn: Kevin J. Lyons, Esquire

If to Landlord: IRC Four Flaggs, L.L.C.

c/o IRC Retail Centers LLC 814 Commerce Drive, Suite 300

Oak Brook, IL 60523 Attn: Prop Mgmt

With copy to: IRC Four Flaggs, L.L.C.

c. o IRC Retail Centers LLC 814 Commerce Drive, Suite 300

Cat. Brook, IL 60523 Attr. General Counsel

Any party may change the place that notices are to be sent by written notice delivered in accordance with this Agreement

- 7. SUCCESSORS AND ASSIGNS. As used in this Agreement, the term "Tenant" shall mean Tenant and any subsequent potter or holders of an interest of the lessee under the Lease, and the term "Agent" shall mean Agent or any other subsequent holder or holders of the Mortgage or any party becoming a mortgagee in possession or acquiring title to the Property or the Denascal Premises by purchase at a foreclosure sale, deed in lieu of foreclosure, other enforcement of the Mortgage, by deed of the Agent, or otherwise. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. The terms Lease, Mortgage and other loan documents shall include any and will amendments, modifications, replacements, substitutions, extensions, renewals and supplements thereto. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceable shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 8. <u>RECORDATION</u>. Mortgagee agrees to record this agreement promptly upon full execution of the same. Upon recorded satisfaction of the Mortgage, this Agreement shall become null and void and be of no further effect.
- 9. LIMITATION OF LIABILITY. In the event that Agent comes into possession of or acquires title to all or any portion of the Property, then from and

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after the date of such occurrence Agent's liability for the obligations of Landlord under the Lease shall be subject to the provisions of Section 18.6 of the Lease.

This page ends here.

RECORDER OF DEEDS

RECORDER OF DEEDS

RECORDER OF DEEDS

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

WITNESS:	AGENT: Citizens Bank, National Association
hun & Palett	By: Senior Vice President
WITNESS:	LANDLORD: IRC Four Flaggs, L.L.C.
	By: IRC Retail Centers LLC, a Delaware limited liability company, its manager
	By: Name: Peter A. Foran Its: Authorized Signatory
WITNESS:	TENANT: Marshalls of JL, LLC
	By: Joan Brassil Authorized Signatory

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

WITNESS:	AGENT:
	Citizens Bank, National Association
	By:
	Name: Donald W. Woods Its: Senior Vice President
WITNESS:	LANDLORD:
au C. Vanh	IRC Four Flaggs, L.L.C.
The Contract of Co	By: IRC Retail Centers LLC, a Delaware limited liability company, its manager
	By: Pt 2 Name: Peter A. Foran Its: Authorized Signatory
WITNESS:	TENANT:
	Marshalls of IL, LLC
	By:
	Authorized Signatory

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10. <u>AUTHORITY</u>. The individuals executing this Agreement hereby represent and warrant that they are empowered and duly authorized to so execute this agreement on behalf of the parties they represent.

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

AGENT: Citizens Bank, National Association
By: Name: Its:
LANDLORD: IRC Four Flaggs, L.L.C.
By: Name: Its:
TENANT: Marshalls of IL, LLC
By: Hand Joan Brassil Authorized Signatory
7 Authorized Signatory

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TENANT'S ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS)	
)	SS.
COUNTY OF MIDDLESEX)	

On this 12th day of November, 2019, before me, the undersigned notary public, personally appeared Joan Brassil as Authorized Signatory of Marshalls of IL, LLC on behalf of the limited liability company, proved to me through satisfactory evidence of identification, which is personal knowledge of her identity, d that as stated.

Of Column C to be the person whose name is signed on the preceding document and who acknowledged that she signed it voluntarily and executed same in her authorized capacity for its stated purpose.

My Commission Expires: 02.10.23

KATHERINE E. MOY Notary Public COMMONWEALTH OF MASSACHUSETTS My Commission Expires February 10, 2023

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AGENT'S ACKNOWLEDGEMENT

STATE OF)
COUNTY OF) SS.)
The foregoing instrument was acknowledge, 2019 by Donald W Bank, National Association.	
Operation of Cooperation	Notary Public My Commission Expires:
CO4C	SHIRLEY DEYAMPERT NOTARY PUBLIC STATE OF OHIO Recorded in Cuyahoga County My Comm. Exp. 8 4 3021
	C.
	TO COMPANY OFFICE

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LANDLORD'S ACKNOWLEDGMENT

STATE OF)
CITY/COUNTY OF) SS.)
The foregoing instrument was 2019 Centers LLC, the manager of IRC Foundation	acknowledged before me this day of by Peter A. Foran, Authorized Signatory of IRC Retail or Flaggs, L.L.C.
900 PX	Notary Public
4	My Commission Expires:
	"OFFICIAL SEAL" JILL C. VERBEKE Notary Public, State of Illinois My Commission Expires June 22, 2023
	COUNTY
	by Peter A. Foran, Authorized Signatory of IRC Retail in Flaggs, L.L.C. Notary Public My Commission Expires: "OFFICIAL SEAL" JILL C. VERBEKE Notary Public, State of Illinois My Commission Expires June 22, 2023

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SCHEDULE A

DESCRIPTION OF SHOPPING CENTER AND DEMISED PREMISES

The Demised Premises consist of a portion of a one-story building, to be renovated by Landlord as herein provided, and contain approximately twenty nine thousand five hundred seventy three (29,573) square feet of ground floor area having a frontage and width of one hundred thirty (130) feet and such other dimensions as shown upon the plan attached hereto ("the Lease Plan"), and are a portion of the premises within the Shopping Center referred to hereinbelow labeled AREA A on the Lease Plan. The portion of the Lease Plan marked as "Critical Area" shall not be modified in any way without Tenant's consent, which may be withheld at Tenant's sole and absolute discretion. Any changes to the Lease Plan outside of Tenants Critical Area which affect any entrances to or exits from the Shopping Center, traffic flow within the Shopping Center, or which will materially affect the visibility of Tenant's store from or signs or the accessibility of the Demised Premises to or from any other portion of the Shopping Center or the Main Sacets (as defined below) shall require the prior written consent of Tenant which may be withhele at Tenant's reasonable discretion. In addition, Tenant shall have the exclusive right to use certain service areas adjacent to the Demised Premises which contain an exterior loading dock and trash storage area for Tenant's delivery and removal activities and for Tenant's compactor, dumpster and/or trash receptacles. It is expressly understood and agreed that said service areas shall not be included in computing minimum, nont pursuant to Section 5.1 of the lease or Tenant's Fraction or Tenant's Portion (defined in Section (a)) for purposes of Article VI and Paragraph 10 of Schedule B or for purposes of calculating other charges are under this lease. If after completion of Landlord's Construction Work the Demised Premises shall contain less than the floor area required above then, in addition to all other remedies of Tenant, as a result thereof, the minimum rent payable by Tenant pursuant to Section 5.1 shall be reduced proportionately and if the Demised Premises contains less than 29,000 square feet of floor area, Tenant may terminate this Lase by giving notice to Landlord. Notwithstanding anything to the contrary contained in this lease, in no event shall minimum rent, additional rent or other charges due under this lease be based on the Demised Premises containing more than twenty nine thousand five hundred seventy three (29,573) square feet of floor area. Landlord agrees that the name of the Shopping Center shall not contain the trade name of any prisiness operated in the Shopping Center.

The Demised Premises are situated within the co-called Four Flaggs Shopping Center, located at the southwest corner of the intersection of Golf Rold and Milwaukce Ave (herein collectively referred to as "the Main Streets") in Niles, Illinois. The Shopping Center is the land, together with the buildings and other structures from time to time thereon, shown on the Lease Plan, and is more particularly described as follows:

LEGAL DESCRIPTION

See attached 2 pages.

Clart's Office

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THAT PART OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THI THIRD PRINCIPAL MERIDIAN, AND THAT PART OF BLOCKS 3 AND 4 OF SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF TH

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14 WITH THE CENTER LINE OF MILHAUKEE AVENUE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD, 1,047.94 FEBT, THENCE NORTHEASTERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO SAID CENTER LINE 55.22 FEBT TO THE NORTHEASTERLY LINE OF MILWAUKEB AVENUE AS SAID LINE IS DESCRIBED IN THAT CAUSE ENTITLED STATE OF ILLINOIS AGAINST METROPOLITAN INBURANCE COMPANY - CONDEMNATION - 60 '9' 9962 TO THE POINT OF BEGINNING, THENCE CONTINUING NORTHEASTBRLY ALONG SAID LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF MILWAUKBE AVENUE, 495.37 FEET TO A POINT ON A LINE DESCRIBED AS BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF THE RESUBDIVISION OF GOLP MILL SUBDIVISION, BRING A SUBDIVISION OF PART OF THE EAST 1/2 OF SAID SECTION 14, SAID POINT BEING IN A STRAIGHT LINE DRAWN NORTHWESTBALY FROM A POINT WHICH IS 33.16 FRET EAST, AS MEASURED ON THE SOUTH LINE OF THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SALD SECTION AND 263.47 FEET ADRIM, AS MEASURED ON THE WEST LINE OF THE SOUTHWEST CORNER OF THE EAST 1/2 PEET ADRIM, AS MEASURED ON THE WEST LINE OF THE GOUTHWEST CORNER OF THE EAST 1/2 OF INC NORTHEAST 1/4 OF BATD SECTION 14 (SALD POINT HEING 550.0 FERT NORTHEASTERLY MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKES AVENUE) TO A FOIT IN THE SOUTH LINE OF BLOCK 3 IN SUPERIOR COURT COMMISSIONERS DIVISION, AS AFOR SALD, MICH IS 312.09 FRET EAST OF THE SOUTHWEST CORNER OF SAID BLOCK 3 AND 550.0 'SET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AUDITOR SHOWN ON THE RECORDED PLAT OF SAID SUPERIOR COURT COMMISSIONER() VISION, BEING ALSO THE SOUTHWESTERLY LINE OF CALLERO AND CATINO'S GOLF VIEW GARDERS, BBING A SUBDIVISION IN THE NORTHEAST 1/4 OF SAID SECTION 14 and said line extanged northwesterly; thence northwesterly along the last DESCRIBED LINE AND SPID LINE EXTENDED, 1,068.53 FEET TO AN INTERSECTION WITH A LINE 512.60 FERT JUTH, AS MEASURED ALONG THE MEST LINE OF BLOCK 3 OF SUPERIOR COURT COMMISSIONERS DIVISION AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 14; THENCE WEST ALONG SAID ATALLEL LINE 149.23 PEET TO A POINT ON THE RAST LINE OF LOT 1 OF FRITZ'S RESUBDIVISION OF LOTS 1 TO 4 INCLUSIVE, IN FRITZ'S SUBDIVISION, A SUBDIVISION IN THE NORTHWEST 1/4 AND IN THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1, 35.62 FEET TO THE SOUTHEAST CORNER THEREOF, THENCE WEST AL NO THE SOUTH LINE OF SAID PRITZ'S RESUBDIVISION, BEING ALSO A LINE 100.0 FEET NOW.", MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTH LINE OF BLOCK 4 TN SALE SEPRIOR COURT COMMESSIONERS DIVISION, A DISTANCE OF 137.72 FEET TO A POINT C'SAID LINE, 306.52 FEET EAST OF THE ANGLE POINT, 30.71 FRET NORTHEASTERLY OF THE NORTHEASTERLY LINE OF MILWAUKEE AVENUS IN THE SOUTH LINE OF SAID FRITZ' RESUBDIVISION, THENCE SOUTH PARALLEL WITH THE WEST LINE OF BLOCK 3, 181.14 FRET TO A POINT ON A LINE 81.0 FRET SOUTH, MEASURED AT THE LINE

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RIGHT ANGLES, AND PARALLEL WITH THE NORTH LINE OF BLOCK 4 OF SUPERIOR COURT COMMISSIONERS DIVISION AS APPREARID; THENCE WEST ALONG THE LAST DESCRIBED LINE 211.20 FEBT TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF MILWAUKES AVENUE, SAID NORTHEASTERLY LINE BEING A LINE 33.0 FEBT NORTHEASTERLY, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE CENTER LINE OF SAID ROAD AS SHOWN ON THE PLAT OF SAID SUPERIOR COURT CONNISSIONERS DIVISION; THENCE SOUTHBASTERLY ALONG SAID NORTHEASTERLY LINE OF MILWAUKES AVENUE, 218.11 FEBT TO AN ANGLE POINT IN SAID NORTHEASTERLY LINE, BEING ALSO THE POINT OF INTERSECTION OF SAID LINE WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS PER THE CONDEMNATION, AS AFORESAID; THENCE CONTINUING SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS PER BAID CONDEMNATION, 454.86 FEBT TO AN ANGLE POINT IN SAID NORTHEASTERLY LINE, SAID FOINT BEING 53.70 FEBT NORTHEASTERLY OF THE CENTER LINE OF MILWAUKEE AVENUE AS PER SAID SUPERIOR COURT COMMISSIONERS DIVISION; THENCE CONTINUING SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE, 338.12 FEBT TO A POINT ON THE SOUTHERNIETLY LINE OF BLOCK 4 OF SAID SUPERIOR COURT COMMISSIONERS DIVISION 56.13 FEBT EASTERLY OF THE SOUTHWEST CORNER OF SAID SLOCK 4; THENCE CONTINUING SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE, 94.0 FEBT TO THE POINT OF BEGINNING, EXCEPTING THEREFORM THE SOUTHBASTERLY LINE OF MILWAUKEE AVENUE, 94.0 FEBT TO THE POINT OF BEGINNING, EXCEPTING THEREFORM THE SOUTHBASTERLY LINE OF MILWAUKEE AVENUE, 94.0 FEBT TO THE POINT OF BEGINNING, EXCEPTING THEREFORM THE SOUTHBASTERLY LINE OF MILWAUKEE AVENUE, 94.0 FEBT TO THE POINT OF BEGINNING, EXCEPTING THEREFORM THE SOUTHBASTERLY LINE OF MILWAUKEE AVENUE, 94.0 FEBT TO THE POINT OF BEGINNING, EXCEPTING THEREFORM THE SOUTHBASTERLY LINE OF MILWAUKEE AVENUE, 94.0 FEBT TO THE POINT OF BEGINNING, EXCEPTING THEREFORM THE SOUTHBASTERLY LINE OF MILWAUKEE AVENUE, 94.0 FEBT, AS MEASURED AT RIGHT ANGLES TO THE SOUTHBASTERLY LINE THEREOP, IN COOK

ALSO

PARCEL 2:

RIOCK 3 IN THE INTERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND JART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, DIVIS 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE RAST 205.0 FEST, AS MEASURED ON THE NORTH AND SOUTH LINES THEREOP, EXCEPT THE WEST 85.02 FEBT OF THE NORTH 512.60 FEST, AS MEASURED ON THE NORTH AND WEST LINES THEREOP, EXCEPT THAT PART THETLOF LYING SOUTHWESTERLY OF A LINE DESCRIBED AS BEGINNING AT A POINT IN THE NORTHWESTERL, LINE OF THE RESUBDIVISION OF COLP MILL SUBDIVISION, REING A SUBDIVISION OF PART OF THE AST 1/2 OF SECTION 14 SAID POINT BEING IN A STRAIGHT LINE DRAWN NORTHWESTERLY FROM A POINT WHICH IS 33.16 FEST EAST, AS MEASURED ON THE SOUTH LINE, OF THE SOUTHWEST COARE. OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION AND 263.47 FEST NORTH S. SMEASURED ON THE WEST LINE OF THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 14 (RAID POINT BEING 550.0 FEST NORTHEASTERLY, MEASURED AT RIGHT IND FS, OF THE CENTER LINE OF MILMAUKET AVENUE) TO FOINT IN THE SOUTH LINE OF BLOCK 3 I/1 THE SOUTHWEST CORNER OF SAID BLOCK 3 AND AFORESAID, WHICH IS 312.09 FEST EAST 5.7 HE SOUTHWEST CORNER OF SAID BLOCK 3 AND AFORESAID, WHICH IS 312.09 FEST EAST 5.7 HE SOUTHWEST CORNER OF SAID BLOCK 3 AND ASONE AS SHOWN ON THE RECORDED PLAT OF SAIF BUPERIOR COURT COMMISSIONERS DIVISION AND SAID LINE EXTENDED NORTHWESTERLY TO AN INTERSECTION WITH A LINE 512.60 FEST SOUTH, AS MEASURED ALONG THE WEST LINE OF BLOCK 3 AND THEREOF AND ALSO EXCEPT THAT PART OF BAID BLOCK 3 TAKEN FOR PUBLIC HIGHWAY AND ALSO EXCEPT A TRACT OF LAND, BEING PART OF THE FOLLOWING DESCRIBED PARCEL:

PARCEL 3:

THE SOUTH 462.6 FERT OF THE NORTH 512.6 FRET OF THE MEST 5..02 FERT (AS MEASURED ALONG THE NORTH LINE AND ALONG THE SOUTH LINE) OF BLOCK 3 IN JURIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTHE ST ./4 AND PART OF THE NORTHERST 1/4 OF THIS NORTHERST 1/4 OF THE NORTHERST 1/4 OF THE NORTHERST 1/4 OF SECTION 1.4, TOWNSHIP 4 MOP.H, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REC'RIP DECEMBER 12, 1940 AS DOCUMENT 12593211 IN COOK COUNTY, ILLINOIS.

PINS: 09-14-200-033, 09-14-200-037, 09-14-200-04.8,
09-14-200-055, 09-14-200-057, 09-14-200-058,
09-14-200-059and 09-14-200-060

Address: 8203-8307 West Golf Road, Niles, IL 60714