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Karen A. Yarbrough
Cook County Clerk
Date: 12/07/2020 03:49 PM Pg: 1 of 12

ASSIGNMENT OF LEASES AND RENTS

Dated as of

November 10, 2020,

FROM

TRIBAL COUNCIL, LLC,
an Illinois limited liability company

TO

BMO HARRIS BANK N.A.,
a national banking association

This instrument was prepared by and
when recorded return to:

BMO Harris Bank N.A.
111 West Monroe Street
Chicago, Illinois 60603

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ASSIGNMENT OF LEASES AND RENTS

This Assignment of Leases and Rents (the "*Assignment*") is dated as of November, 2020, from Tribal Council, LLC, an Illinois limited liability company, with its principal place of business and mailing address at 6280 West Howard Street, Niles, Illinois 60714 (hereinafter referred to as "*Assignor*") to BMO Harris Bank N.A., a national banking association with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 (hereinafter referred to as "*Assignee*");

WITNESSETH THAT:

WHEREAS Assignor and Greenwood Associates Inc., an Illinois corporation ("*Greenwood*"), Florida Bulk Sales, Inc., a Florida corporation ("*Florida*"), and Chicago Processed Fruit Group, LLC, an Illinois limited liability company ("*Chicago*", and collectively with Assignor, Greenwood, Florida, and their successors and assigns, the "*Borrower*") may from time to time borrow money or otherwise obtain credit from Assignee and, in connection therewith, Assignor and Borrower may sign and deliver to Assignee such notes, agreements, guaranties, and/or applications evidencing such obligations or otherwise setting forth the terms and conditions related thereto, which indebtedness, obligations, and liabilities (together with all interest and fees thereon, and all costs and expenses related thereto), whether now existing or hereafter arising, are to be secured by this Assignment;

NOW, THEREFORE, to secure (i) each of the following:

(a) the payment of the term loan advanced to or for the account of Borrower under that certain Credit Agreement dated as of November 10, 2020, between Borrower and Assignee, as the same may from time to time be amended, modified or restated (the "*Loan Agreement*"), in the principal amount of \$2,799,454.36 and which is expressed to mature on November 10, 2025, the final maturity thereof, and all promissory note(s) issued thereunder (if any), including all promissory notes issued, in whole or in part, in extension or renewal thereof or in substitution or replacement therefor, as each of the foregoing may from time to time be amended or modified (the "*Note*"), together with all interest on the outstanding principal balance of such term loan and the payment of all prepayment premiums, fees, costs and expenses from time to time payable under the terms of or otherwise relating to the Loan Agreement or the Note.

(b) the payment of all indebtedness, obligations, and liabilities from time to time owing by Assignor and/or Borrower under that certain Hazardous Substance Certificate and Indemnity Agreement dated as of November 10, 2020, from Assignor and Borrower in favor of Assignee, and all agreements entered into in substitution or replacement therefore, in each case as the same may be amended, modified, or restated (the "*Environmental Indemnity Agreement*").

(c) the payment of all indebtedness, obligations, and liabilities from time to time owing by Borrower under one or more interest rate, foreign currency, and/or commodity swap, exchange, cap, collar, floor, forward, future or option agreements, or

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any other similar interest rate, currency or commodity hedging arrangements, entered into with Assignee, or any its affiliates (the "*Hedging Agreements*"), including all amounts arising under or in connection with the termination thereof, together with all interest on thereon and the payment of all fees, costs and expenses from time to time payable under the terms of or otherwise relating to the Hedging Agreements.

(all such notes, agreements, and/or applications evidencing such indebtedness, obligations, and liabilities or otherwise setting forth the terms and conditions related thereto, and all guaranties and security documents therefor, being hereinafter collectively referred to as the "*Loan Documents*"), including but not limited to that certain Mortgage and Security Agreement with Assignment of Rents bearing even date herewith from Assignor to Assignee (such Mortgage, as it may be amended, modified, or restated from time to time, being referred to herein as the "*Mortgage*"), conveying and mortgaging the premises hereinafter referred to as security for the indebtedness described herein, (ii) the payment of all other indebtedness, obligations and liabilities which this Assignment secures pursuant to any of its terms, and (iii) the observance and performance of all covenants and agreements contained herein or in the Loan Documents or in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto (all of such indebtedness, obligations and liabilities described in clauses (i), (ii), and (iii) above being hereinafter collectively referred to as the "*Secured Indebtedness*"), Assignor does hereby assign, transfer and set over unto Assignee, its successors and assigns, and grant to Assignee, its successors and assigns, a continuing security interest in, all right, title and interest of Assignor in, under or pursuant to any and all present or future leases or subleases, whether written or oral, or any letting of possession of, or any agreements for the use or occupancy of, the whole or any part of the real estate and premises hereinafter described which Assignor may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by Assignee under the powers hereinafter granted, including all amendments and supplements to and renewals thereof at any time made (individually a "*Lease*" and collectively the "*Leases*"), relating to that certain real estate situated in the County of Cook, State of Illinois described in Schedule I attached hereto and made a part hereof and the improvements now or hereafter erected thereon (the "*premises*"), including, without limiting the generality of the foregoing, all right, title and interest of Assignor in and to all the rents (whether fixed or contingent), earnings, renewal rents and all other sums due or which may hereafter become due under or by virtue of the Leases and all rights under or against guarantors of the obligations of lessees and obligors under the Leases.

TO HAVE AND TO HOLD the Leases and the properties, rights and privileges hereby assigned, and in which a security interest is granted, or intended so to be, unto Assignee, its successors and assigns, forever; *provided, however*, that this Assignment is upon the express condition that if the Secured Indebtedness shall be fully paid and performed and all commitments contained in the Loan Documents to extend credit thereunder shall have terminated, then this Assignment and the estate and rights hereby granted shall cease and this Assignment shall be released by Assignee upon the written request and at the expense of Assignor, otherwise to remain in full force and effect.

It is expressly understood and agreed that the Secured Indebtedness will in no event exceed two hundred percent (200%) of (i) \$2,799,454.36, plus (ii) the total interest which may

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hereafter accrue under the Loan Documents on such amount plus (iii) any fees, costs or expenses which may be payable hereunder.

Assignor hereby covenants and agrees with Assignee as follows:

1. *Payment of the Secured Indebtedness.* The Secured Indebtedness will be promptly paid as and when the same becomes due.

2. *Power of Attorney.* Assignor does hereby irrevocably constitute and appoint Assignee the true and lawful attorney of Assignor with full power of substitution for Assignor and in Assignor's name, place and stead to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all sums due or to become due under any Lease, with full power to settle, adjust or compromise any claim thereunder as fully as Assignor could do, and to endorse the name of Assignor on all commercial paper given in payment or in part payment thereof, and in Assignee's discretion to file any claim or take any other action or proceeding, either in Assignee's name or in the name of Assignor or otherwise, which Assignee may deem necessary or appropriate to protect and preserve the right, title and interest of Assignee in and to such sums and the security intended to be afforded hereby.

3. *No Encumbrances.* Assignor warrants to Assignee that Assignor has good right to make this Assignment and that Assignor has not heretofore alienated, assigned, pledged or otherwise disposed of any of the rights, rents and other sums due or which may hereafter become due and which are intended to be assigned hereunder.

4. *Collection of Rents.* This Assignment includes and establishes a present absolute and primary transfer and assignment of all rents, earnings, income, issues and profits of the premises, but so long as no event of default shall exist under the Loan Documents and no event shall exist which by lapse of time or service of notice, or both, has or would become an event of default thereunder, Assignor shall have the right and license to collect, use and enjoy all rents and other sums due or to become due under and by virtue of any Lease as they respectively become due, but not more than 30 days in advance and, except as otherwise provided for herein, to enjoy all of the rights and privileges of the lessor under each Lease including, without limitation, the right to enforce the obligations of any lessee under any Lease.

5. *Tenant Notices.* Assignor hereby irrevocably consents to and authorizes and directs that the lessee or tenant or other obligor under any Lease upon demand and notice from Assignee of Assignee's right to receive rents and other sums hereunder, shall pay such rents and other sums to Assignee without any obligation on the part of such lessee or tenant or other obligor to determine the actual existence of any default or event claimed by Assignee as the basis for Assignee's right to receive such rents or other sums and notwithstanding any notice from or claim of Assignor or any of them to the contrary. Assignor hereby waives any right or claim against any lessee or tenant or other obligor for any such rents and other sums paid by lessee or tenant or other obligor to Assignee.

6. *Remedies.* Without limiting any legal rights of Assignee as the absolute assignee of the rents, issues and profits of the premises and in furtherance thereof, Assignor agrees that in the

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event of default under any Loan Document, whether before or after the Secured Indebtedness is declared due in accordance with its terms and whether before or after satisfaction of any requirement of the lapse of time or the giving of notice or both on which acceleration after default may be conditioned, Assignee may, at its option, to the extent permitted by applicable law, (i) take actual possession of the premises hereinabove described, or of any part thereof, personally or by agent or attorney, as for condition broken, and with or without force and with or without process of law, enter upon, take, and maintain possession of all or any part of said premises together with all documents, books, records, papers and accounts relating thereto, and exclude Assignor, its agents or servants, therefrom and hold, operate, manage and control the premises, and at the expense of Assignor, all of which to constitute Secured Indebtedness hereunder, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the premises as may seem judicious, and pay taxes, assessments and prior or proper charges on the premises, or any part thereof, and insure and reinsure the same, and lease the premises in such parcels and for such times and on such terms as Assignee may deem fit, including leases for terms expiring beyond the maturity of the Secured Indebtedness, and cancel any lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same, and in every such case have the right to manage and operate the premises and to carry on the business thereof as Assignee shall deem proper, (ii) with or without taking possession of the premises, proceed to enforce the Leases and collect all sums due or to become due thereunder and by so doing Assignee shall not be deemed a mortgagee in possession nor to have assumed or become responsible or liable for any obligations of Assignor arising thereunder or in respect thereof, and (iii) have a receiver appointed of all or any portion of the premises and the rents, issues, and profits thereof, with such power as the court making such appointment shall confer, and Assignor hereby consents to the appointment of such receiver and shall not oppose any such appointment.

7. *Application of Sums Received.* Any sums received by Assignee under or by virtue of this Assignment shall be applied to the payment of or on account of the following in such order and manner as Assignee may elect:

(a) to the payment of all proper charges and expenses, including the just and reasonable compensation for the services of Assignee, its attorneys, agents, clerks, servants and others employed in connection with the operation, management and control of the premises and the conduct of the business thereof and, if Assignee shall elect, to the establishment of a reserve which shall be sufficient in Assignee's judgment to indemnify it against any liability, loss or damage on account of any matter or thing done in good faith and in pursuance of the rights and powers contained herein;

(b) to the payment of any sum secured by a lien or encumbrance upon the premises;

(c) to the cost of completing any improvements being constructed on or about the premises; and

(d) to the reduction of the Secured Indebtedness, whether or not the same may then be due or be otherwise adequately secured.

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The manner of application of such sums and the items which shall be credited or paid out of same shall be within the sole discretion of Assignee and nothing herein contained shall obligate Assignee to use any such sums for a purpose other than reducing the Secured Indebtedness unless it shall elect so to do. Assignee shall be subrogated to any lien discharged out of the rents, income and profits of the premises.

8. *Further Assurances.* Assignor hereby further covenants that Assignor will upon request of Assignee execute and deliver such further instruments and do and perform such other acts and things as Assignee may reasonably deem necessary or appropriate to more effectively vest in and secure to Assignee the rights and rents which are intended to be assigned to Assignee hereunder. Assignor irrevocably waives any right it now or hereafter may have to offset any claim or liability owing from any it to any obligor on a Lease against sums due or to become due from such obligor under a Lease.

9. *Covenants of Assignor.* Assignor covenants and agrees to observe and perform all of the obligations imposed on it under the Leases and not to do or permit to be done anything to impair the security thereof, not to execute any Lease on terms and conditions less satisfactory to the lessor than are usual and customary in leases with a similar term and for similar types of space in the general market area where the premises is located, not to further assign or encumber its rights under the Leases or its rights to the rents or other sums due or to become due thereunder and not suffer or permit any of the Leases to be subordinated to any other liens or encumbrances whatsoever, any such subordination to be null and void unless done with the written consent of Assignee. Assignor further covenants and agrees not to amend, modify or terminate any of the Leases without the prior written consent of Assignee, *provided* that unless and until an event of default or any event which with the lapse of time, the giving of notice, or both would constitute such an event of default has occurred under the terms of any Loan Document, Assignor may enter into amendments and modifications to Leases which do not adversely affect the security thereof and may terminate Leases if substantially concurrent with such termination, it shall have entered into a new Lease of the space which was the subject of the terminated Lease upon terms and conditions no less beneficial to it than those contained in the terminated Lease and with a lessee of at least equal creditworthiness to the terminated lessee. Assignor further covenants and agrees that it will, at the request of Assignee, submit the executed originals of all Leases to Assignee.

10. *No Obligations of Assignee.* The acceptance by Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of actual physical possession of the premises by Assignee, be deemed or construed to constitute Assignee a mortgagee in possession nor impose any obligation whatsoever upon Assignee, it being understood and agreed that Assignee does not hereby undertake to perform or discharge any obligation, duty or liability of the landlord under any Leases or under or by reason of this Assignment. Assignee shall have no liability to Assignor or anyone for any action taken or omitted to be taken by it hereunder, except for its gross negligence or willful misconduct. Should Assignee incur any liability, loss or damage under or by reason of this Assignment or for any action taken by Assignee hereunder, or in defense against any claim or demand whatsoever which may be asserted against Assignee arising out of any Lease, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the

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Reimbursement Rate (as defined in the Mortgage), shall be secured by this Assignment, and Assignor shall reimburse Assignee therefore immediately upon demand, Assignor obligation to so pay to survive payment of the Secured Indebtedness and the release of this Assignment.

11. *Assignee's Remedies Cumulative; No Waiver.* The rights and remedies of Assignee hereunder are cumulative and are not secondary to or in lieu of but are in addition to any rights or remedies which Assignee shall have under the other Loan Documents, or any other instrument or document or under applicable law and the exercise by Assignee of any rights and remedies herein contained shall not be deemed a waiver of any other rights or remedies of Assignee, whether arising under the other Loan Documents or otherwise, each and all of which may be exercised whenever Assignee deems it in its interest to do so. The rights and remedies of Assignee may be exercised from time to time and as often as such exercise is deemed expedient and the failure of Assignee to enforce any of the terms, provisions and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof. The right of the Assignee to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to the Assignee shall, to the extent not prohibited by law, extend also to the period from and after the filing of any suit to foreclose the lien of the Mortgage, including any period allowed by law for the redemption of the premises after any foreclosure sale.

12. *Direct and Primary Security; Liens Absolute.* The lien and security interest herein created and provided for stand as direct and primary security for all of the Secured Indebtedness. No application of any sums received by Assignee in respect of the Leases or other collateral hereunder to the reduction of the Secured Indebtedness or any part thereof shall in any manner entitle Assignor to any right, title or interest in or to the Secured Indebtedness or any collateral or security therefor, whether by subrogation or otherwise, unless and until all Secured Indebtedness has been fully paid and satisfied and all commitments of Assignee to extend credit to Assignor or to Borrower shall have expired. Assignor acknowledges and agrees that the lien and security interest hereby created and provided for are absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Assignee or any other holder of any of the Secured Indebtedness, and without limiting the generality of the foregoing, the lien and security hereof shall not be impaired by any acceptance by Assignee or any other holder of any of the Secured Indebtedness of any other security for or guarantors upon any of the Secured Indebtedness or by any failure, neglect or omission on the part of Assignee or any other holder of any of the Secured Indebtedness to realize upon or protect any of the Secured Indebtedness or any collateral or security therefor. The lien and security interest hereof shall not in any manner be impaired or affected by (and Assignee, without notice to anyone, is hereby authorized to make from time to time) any sale, pledge, surrender, compromise, settlement, release, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification or disposition of any of the Secured Indebtedness, or of any collateral or security therefor, or of any guaranty thereof, or of any instrument or agreement setting forth the terms and conditions pertaining to any of the foregoing. Assignee may at its discretion at any time grant credit to Borrower without notice to Assignor in such amounts and on such terms as Assignee may elect (all of such to constitute additional Secured Indebtedness) without in any manner impairing the lien and security interest created and provided for herein. In order to realize hereon and to exercise the rights granted Assignee hereby and under applicable law, there shall

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be no obligation on the part of Assignee or any other holder of any of the Secured Indebtedness at any time to first resort for payment to Borrower or to any guaranty of any of the Secured Indebtedness or any portion thereof or to resort to any other collateral, security, property, liens or any other rights or remedies whatsoever, and Assignee shall have the right to enforce this Assignment irrespective of whether or not other proceedings or steps seeking resort to or realization upon or from any of the foregoing are pending.

13. *Notices.* All communications provided for herein shall be in writing and shall be deemed to have been given when delivered personally or mailed by first class mail, postage prepaid, addressed to the parties hereto at their addresses as shown at the beginning of this Assignment or to such other and different address as Assignor or Assignee may designate pursuant to a written notice sent in accordance with the provisions of this Section.

14. *Governing Law.* The creation of this Assignment, the perfection of the lien and security interest in the Leases, and the rights and remedies of Assignee with respect to the Leases, as provided herein and by the laws of the state in which the premises is located, shall be governed by and construed in accordance with the internal laws of the state in which the premises are located without regard to principles of conflicts of law. Otherwise, the Loan Documents and all other obligations of Assignor (including, but not limited to, the liability of Assignor for any deficiency) shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to principles of conflicts of laws, such state being the state where such documents were executed and delivered.

15. *Partial Invalidity.* All rights, powers and remedies provided herein are intended to be limited to the extent necessary so that they will not render this Assignment invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Assignment shall be held to be invalid, illegal or unenforceable, the validity and enforceability of the other terms of this Assignment shall in no way be affected thereby.

16. *Successors and Assigns.* This Assignment shall be assignable by Assignee and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto. All provisions hereof are severable and if any provisions hereof shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall in no way be affected thereby. If more than one party signs this instrument as Assignor, then the term "Assignor" as used herein shall mean all of such parties, jointly and severally.

17. *Headings.* The headings in this Assignment are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

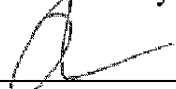
18. *Changes, Etc.* This Assignment and the provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered the day and year first above written.

TRIBAL COUNCIL, LLC,
an Illinois limited liability company

By: 

Ronald Kaplan
Manager

Property of Cook County Clerk's Office

[Signature page to Assignment of Rents]

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF Cook)

The undersigned, a Notary Public in and for said County in the State aforesaid, does hereby certify that Ronald Kaplan, the Manager of Tribal Council, LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act, and as the free and voluntary act of said limited liability company for the purposes therein set forth.

Given under my hand and notarial seal this 9th day of November, 2020.

(Notary Seal)

Michael William Richter
 Notary Public



~~Michael Richter~~
MICHAEL WILLIAM RICHTER
 (Type or Print Name)

My commission expires: 11/07/2023

[Notary signature page to Assignment of Rents]

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SCHEDULE I

LEGAL DESCRIPTION

Parcel 1:

Lot 1 in Howard Street Subdivision in part of the Southwest 1/4 of the Northwest 1/4 of Section 29, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded July 30, 2009 as document number 0921139019.

Parcel 2:

A non-exclusive easement for the benefit of Parcel 1 as created by Declaration of Easement dated November 7, 1995 and recorded December 14, 1995 as document number 95871442 by Pullman Company, a Delaware Corporation and First Amendment recorded April 23, 2009 as document number 0911316062 and Second Amendment recorded August 19, 2010 as document number 1023129043 for sign easement and necessary access, including access by tractor trailer rigs, heavy construction equipment and utilities, for vehicular and pedestrian ingress, egress and access to, from and between the benefited property and Howard Street over the following described Land:

That part of the Southwest Quarter of the Northwest Quarter of Section 29, Township 41 North, Range 13, East of Third Principal Meridian, described by beginning and commencing at the intersection of the East line of the West 20 acres of said Southwest Quarter and the Northerly right-of-way line of Howard Street which is located 40.00 feet North of the South line of said Northwest Quarter, thence South 89 degrees 06 minutes 54 seconds West, along said right-of-way line, 24.00 feet to the point of beginning; thence South 89 degrees 06 minutes 54 seconds West, continuing along said right-of-way line 40.14 feet; thence North 03 degrees 51 minutes 25 seconds East, 265.72 feet; thence South 86 degrees 08 minutes 35 seconds East, 10.00 feet; thence North 00 degrees 05 minutes 03 seconds East, 975.37 feet; thence South 89 degrees 59 minutes 09 seconds East, 30.00 feet; thence South 00 degrees 05 minutes 03 seconds West, 976.40 feet; thence South 03 degrees 51 minutes 25 seconds West, 265.72 feet to the point of beginning, in Cook County, Illinois.

Also: the East 30 feet of that part of the following described parcels of Land taken as a single tract:

The West 20 acres (except the South 40 feet thereof dedicated for Howard Street) of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of Section 29, Township 41 North, Range 13, East of the Third Principal Meridian; also the South Half (1/2) of the North Half (1/2) of the Northwest Quarter (1/4) of Section 29, Township 41 North, Range 13 East of the Third Principal Meridian (excepting therefrom the North 409.69 feet thereof and also excepting therefrom that part thereof lying East of the East Line, extended North, of the West 20 acres of

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the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section 29); lying South of the following described line; beginning at a point on the East line of said tract 283.50 feet South of the Northeast Quarter thereof; thence Westerly 662.06 feet, more or less, to a point on the West Line of said tract 272.50 feet South of the Northwest corner thereof; all in Cook County, Illinois.

Parcel 3:

Non-exclusive easement for the benefit of Parcel 1 as created by Utility Easement Agreement dated March 26, 2009 and recorded April 23, 2009 as document number 0911316061 for installation of underground utilities.

Parcel 4:

Non-exclusive easement for the benefit of Parcel 1 as created by Water Main Easement dated June 23, 2009 and recorded July 15, 2009 as document number 0919631107 for the installation, repair, replacement and/or maintenance of water main connection.

Parcel 5:

Non-exclusive easement for the benefit of Parcel 1 as created by Grant of Stormwater Management Easement dated June 15, 2009 and recorded July 29, 2009, as document number 0921044043 for construction, maintenance, repair, replacement, Inspection and operation of underground storm sewer pipes.

Property Address: 6280 Howard Street
Niles, Illinois

P.I.N. No.: 10-29-102-019-0000

10-29-100-025