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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 07/12/2021 10:06 AM PG: 1 OF 14

**THIS DOCUMENT WAS PREPARED
BY AND AFTER RECORDING
SHOULD BE RETURNED TO:**

Jeffrey A. Merar
Thompson Coburn LLP
55 East Monroe Street
37th Floor
Chicago, IL 60603

FIRST MODIFICATION OF LOAN DOCUMENTS

This **FIRST MODIFICATION OF LOAN DOCUMENTS** (this "Agreement") is entered into as of the 8th of July, 2021, but made effective as of June 1, 2021, by and among **CIBC BANK USA**, successor in interest to The PrivateBank and Trust Company, an Illinois state-chartered bank, (herein called "Administrative Agent", and collectively with each of the financial institutions identified on Schedule 1 to the Loan Agreement (as hereinafter defined), the "Lenders", and each individually, a "Lender"), as administrative agent for the Lenders in accordance with the terms of Section 10 of the Loan Agreement, **NARE WOODFIELD CORNERS, LLC**, an Illinois limited liability company ("Borrower"), and **SAVAS ER**, an individual ("Guarantor").

WITNESSETH

WHEREAS, Borrower is the owner of certain real estate commonly known as 100 East Golf Road, Schaumburg, Illinois 60195, and more particularly described on **Exhibit A** attached hereto (the "Project"); and

WHEREAS, Administrative Agent heretofore made a loan to Borrower in the original principal sum of Three Million and 00/100 Dollars (\$3,000,000.00) (the "Loan"), or so much thereof as shall be disbursed to or for the benefit of the Borrower and outstanding under that certain Promissory Note dated as of June 1, 2016 in the original principal sum of the Loan (the "Note") executed by Borrower in favor of Lenders as evidence of the Loan; and

WHEREAS, as of the date hereof, the current unpaid principal balance on the Loan is Two Million Seven Hundred Seventy Four Thousand Six Hundred and 00/100 Dollars (\$2,774,600.00);

WHEREAS, the Loan is evidenced and secured by the following documents in favor of Lenders (hereinafter, together with all other documents evidencing, securing or otherwise governing the Loan, collectively referred to as the "Loan Documents"), all of which are dated as of June 1, 2016, unless otherwise stated:

- a. Note made by Borrower in favor of Lenders;
- b. Guaranty of Payment (herein called the "Guaranty") made by Guarantor in favor of Lenders;

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c. Mortgage, Assignment of Leases and Rents, Security Agreement, Financing Statement and Fixture Filing (herein called "**Mortgage**") made by Borrower encumbering the Project and the improvements thereon and all other property, assets and collateral therein described, which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois (herein called the "Recorder's Office") on June 2, 2016 as document number 1615419084;

d. Assignment of Leases and Rents made by Borrower, in favor of Lenders, which was recorded in the Recorder's Office on June 2, 2016 as document number 1615419085;

e. Loan and Security Agreement (herein called "**Loan Agreement**") executed by and between Borrower and Administrative Agent, as administrative agent and on behalf of Lenders;

f. Uniform Commercial Code Financing Statement made by Borrower in favor of Lenders, recorded in the Recorder's Office on June 2, 2016 as document number 1615419086 and filed with the Illinois Secretary of State's Office as document number 21507210;

g. Environmental Indemnity Agreement made by Borrower and Guarantor in favor of Lenders;

h. Fee Letter made by Borrower and Administrative Agent, as administrative agent and on behalf of Lenders; and

i. Such other documents evidencing the foregoing;

WHEREAS, the Administrative Agent, Borrower and Guarantor have agreed to certain modifications to the Loan Documents; and

WHEREAS, the agreements of the parties are set forth herein and limited to this Agreement.

AGREEMENT

NOW, THEREFORE, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed, as of the date hereof, as follows:

1. **Preambles.** The preambles hereto are incorporated herein by reference as fully and with the same force and effect as if each and every term, provision and condition thereof was specifically recited herein at length.

2. **Definitions.** All capitalized terms herein not otherwise defined shall have the same meanings as in the Loan Agreement.

3. **Amendments to Loan Agreement.**

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(a) In “Section 2. Definitions” of the Loan Agreement, the definition for “**Adjusted LIBOR Rate**” is deleted and replaced with the following:

“**Adjusted LIBOR Rate**” shall mean, for any Interest Period, a rate per annum equal to two and twenty-five hundredths of one percent (2.25%) plus the LIBOR Rate for such Interest Period.

(b) In “Section 2. Definitions” of the Loan Agreement, the definition for “**Maturity Date**” shall be deleted and replaced with the following:

“**Maturity Date**” shall mean June 1, 2024.

(c) In “Section 2. Definitions” of the Loan Agreement, the definition for “**Notional Interest Rate**” is hereby deleted in its entirety.

(d) The following is hereby added as paragraph (q) of “Section 8. Events of Default”:

“(q) The failure of Borrower to deliver to Administrative Agent those certain Subordination, Non-Disturbance and Attornment Agreements made by and among Administrative Agent, Borrower and Tenant with respect to each Tenant in form and substance satisfactory to Administrative Agent, and a Tenant Estoppel Certificate in form and substance satisfactory to Administrative Agent from each Tenant on or before September 9, 2021.”

(e) The following language is hereby added to the Loan Agreement, and to the extent of any conflict between the following language and the language in the Loan Agreement or the language in any of the other Loan Documents, the following language controls:

Special Provisions Governing LIBOR Rate Loans.

(i) Use of LIBOR; No Lender Liability. In the event that a LIBOR Rate Loan is continued as a LIBOR Rate Loan, then, as soon as practicable after 11:00 a.m. (Chicago time) on the Interest Rate Determination Date, Lender shall determine (which determination shall conclusively be deemed to be correct absent manifest error) the Adjusted LIBOR Rate which shall apply to the requested LIBOR Rate Loan and shall promptly give notice thereof to Borrower. Lender does not warrant, nor accept responsibility, nor shall Lender have any liability with respect to the administration, submission or any other matter related to the rates in the definition of “LIBOR Rate” or with respect to any comparable or successor rate thereto (including any Benchmark Replacement) or the effect of any of the foregoing, or of any Benchmark Replacement Conforming Changes, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the LIBOR Rate or have the same volume or liquidity as did the London interbank offered rate prior to its discontinuance or unavailability.

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(ii) Replacing USD LIBOR. On March 5, 2021 the Financial Conduct Authority (“FCA”), the regulatory supervisor of USD LIBOR’s administrator (“IBA”), announced in a public statement the future cessation or loss of representativeness of overnight/Spot Next, 1-month, 3-month, 6-month and 12-month USD LIBOR tenor settings. On the earlier of (i) the date that all Available Tenors of USD LIBOR have either permanently or indefinitely ceased to be provided by IBA or have been announced by the FCA pursuant to public statement or publication of information to be no longer representative and (ii) the Early Opt-in Effective Date, if the then-current Benchmark is USD LIBOR, the Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any setting of such Benchmark on such day and all subsequent settings without any amendment to, or further action or consent of any other party to this Agreement or any other Loan Document. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a monthly basis.

(iii) Replacing Future Benchmarks. Upon the occurrence of a Benchmark Transition Event, the Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Borrower without any amendment to this Agreement or any other Loan Document, or further action or consent of the Borrower. At any time that the administrator of the then-current Benchmark has permanently or indefinitely ceased to provide such Benchmark or such Benchmark has been announced by the regulatory supervisor for the administrator of such Benchmark pursuant to public statement or publication of information to be no longer representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored, the Borrower may revoke any request for a borrowing of, conversion to or continuation of Loans to be made, converted or continued that would bear interest by reference to such Benchmark until Borrower’s receipt of notice from Lender that a Benchmark Replacement has replaced such Benchmark, and, failing that, Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to ABR Loans. During the period referenced in the foregoing sentence, the component of ABR based upon the Benchmark will not be used in any determination of ABR.

(iv) Benchmark Replacement Conforming Changes. In connection with the implementation and administration of a Benchmark Replacement, Lender will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement.

(v) Notices; Standards for Decisions and Determinations. Lender will promptly notify the Borrower of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Benchmark Replacement Conforming Changes. Any determination, decision or election that may be made by Lender pursuant to this Section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-

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occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section.

(vi) Unavailability of Tenor of Benchmark. At any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including Term SOFR or USD LIBOR), then Lender may remove any tenor of such Benchmark that is unavailable or non-representative for Benchmark (including Benchmark Replacement) settings and (ii) Lender may reinstate any such previously removed tenor for Benchmark (including Benchmark Replacement) settings.

“**Available Tenor**” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if the then-current Benchmark is a term rate, any tenor for such Benchmark that is or may be used for determining the length of an Interest Period or (y) otherwise, any payment period for interest calculated with reference to such Benchmark, as applicable, pursuant to this Agreement as of such date.

“**Benchmark**” means, initially, USD LIBOR; provided that if a replacement of the Benchmark has occurred pursuant to this Section titled “Benchmark Replacement Setting”, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate. Any reference to “Benchmark” shall include, as applicable, the published component used in the calculation thereof.

“**Benchmark Replacement**” means, for any Available Tenor:

(1) For purposes of clause (a) of this Section, the first alternative set forth below that can be determined by Lender:

(a) the sum of: (i) Term SOFR and (ii) 0.11448% (11.448 basis points) for an Available Tenor of one-month’s duration, 0.26161% (26.161 basis points) for an Available Tenor of three-months’ duration, and 0.42826% (42.826 basis points) for an Available Tenor of six-months’ duration, or

(b) the sum of: (i) Daily Simple SOFR and (ii) the spread adjustment selected or recommended by the Relevant Governmental Body for the replacement of the tenor of USD LIBOR with a SOFR-based rate having approximately the same length as the interest payment period specified in clause (a) of this Section; and

(2) For purposes of clause (b) of this Section, the sum of (a) the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by Lender as the replacement for such Available Tenor of such Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the Relevant Governmental Body, for U.S. dollar-denominated syndicated or bilateral credit facilities at such time;

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provided that, if the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “ABR,” the definition of “Business Day,” the definition of “Interest Period,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that Lender decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by Lender in a manner substantially consistent with market practice (or, if Lender decides that adoption of any portion of such market practice is not administratively feasible or if Lender determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as Lender decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“Benchmark Transition Event” means, with respect to any then-current Benchmark other than USD LIBOR, the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark, the regulatory supervisor for the administrator of such Benchmark, the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased or will cease on a specified date to provide all Available Tenors of such Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark or (b) all Available Tenors of such Benchmark are or will no longer be representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored.

“Daily Simple SOFR” means, for any day, SOFR, with the convention for this rate (which will include a lookback) being established by Lender in accordance with the conventions for this rate recommended by the Relevant Governmental Body for determining “Daily Simple SOFR” for bilateral business loans; provided, that if Lender decides that any such convention is not administratively feasible for Lender, then Lender may establish another convention in its reasonable discretion.

“Early Opt-in Effective Date” means, with respect to any Early Opt-in Election, the sixth (6th) Business Day after the date notice of such Early Opt-in Election is provided to the Borrower.

“Early Opt-in Election” means the occurrence of:

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(1) a determination by Lender that at least ten currently outstanding U.S. dollar-denominated syndicated or bilateral credit facilities at such time contain (as a result of amendment or as originally executed) a SOFR-based rate (including SOFR, a term SOFR or any other rate based upon SOFR) as a benchmark rate, and

(2) the election by Lender to trigger a fallback from USD LIBOR and the provision by Lender of written notice of such election to Borrower.

“**Floor**” means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to USD LIBOR.

“**Hedging Agreement**” shall mean (i) any transaction now existing or hereafter entered into between Borrower and (a) Lender or (b) Lender’s affiliates or (c) Canadian Imperial Bank of Commerce or (d) Canadian Imperial Bank of Commerce’s affiliates which is a rate swap, basis swap, commodity swap, equity or equity index swap, foreign exchange transaction, currency or cross-currency rate swap, or any similar transaction or any combination thereof (including any option, cap, collar, floor or forward with respect to any of the foregoing), whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures, and any other agreement or arrangement designed to protect against fluctuations in interest rates, currency exchange rates or commodity prices, (ii) any and all cancellations, buy backs, reversals, terminations or assignments of any of the foregoing, and (iii) any agreement, confirmation or other document with respect thereto, and (iv) all debts, obligations and liabilities of the Borrower to Lender with respect to any of the foregoing.”

“**Hedging Obligations**” shall mean with respect to any person, Borrower or Guarantor, any liability of such person, Borrower or Guarantor under any Hedging Agreement, including any and all cancellations, buy backs, reversals, terminations or assignments under any Hedging Agreement.”

“**Interest Rate Determination Date**” shall mean, for the initial disbursement of the Loan, the date of such disbursement, and for all other purposes, the second (2nd) Business Date prior to the proposed commencement of a LIBOR Rate Loan or the conversion or continuation of a LIBOR Rate Loan.

“**Relevant Governmental Body**” means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.

“**SOFR**” means a rate per annum equal to the secured overnight financing rate for such Business Day published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org> (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured overnight financing rate from time to time).

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“**Term SOFR**” means, for the applicable corresponding tenor, the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

“**USD LIBOR**” means the London interbank offered rate for U.S. dollars.

(f) The Loan Agreement is modified to secure the Note as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

4. **Amendments to the Guaranty.**

(a) Subsection (a) of paragraph 1.4.1 of “Section 1.4. Guaranteed Portion” of the Guaranty is hereby deleted and replaced with the following:

“(a) twenty five percent (25%) of the then-outstanding Liabilities (the “Guaranteed Portion”), plus”

5. **Amendments to Mortgage.** The Mortgage is modified to secure the Loan as hereby modified and is deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

6. **Amendments to Loan Documents.** The Loan Documents are modified to secure the Loan as hereby modified and are deemed amended to conform to the terms and provisions hereof and the amendments and modifications to the Loan and Loan Documents effected hereby.

7. **Additional Requirements.** The obligations of Administrative Agent, as administrative agent for Lenders, to enter into this Agreement shall be subject to Borrower having delivered, or having caused to be delivered, to Administrative Agent, all of which shall be in form and substance acceptable to Administrative Agent: (1) this Agreement, executed by Borrower and Guarantor, (2) a date down endorsement, in form and substance acceptable to Administrative Agent, to Fidelity National Title Insurance Company Policy No. 2011-999102388-UNC, which (i) reflects the recording of this Agreement, and (ii) raises no exceptions or other matters to title which are objectionable to Administrative Agent, and (3) such other documents or instruments as Administrative Agent may require.

8. **Continued Priority.** In the event that, by virtue of any of the terms, conditions and provisions of this Agreement, a lien or other property interest in the Premises otherwise junior in priority to the liens created by the Loan Documents shall gain superiority over the liens created by the Loan Documents, this Agreement shall, nunc pro tunc, be null and void without further action of the parties hereto to the fullest extent as if it had never been executed, to the end that the priority of the Loan Documents shall not be impaired.

9. **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid and enforceable under applicable law, but if any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this Agreement, the

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balance of which shall remain in and have its intended full force and effect. Provided, however, if such provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to be modified so as to be valid and enforceable to the maximum extent permitted by law.

10. **Lenders' Expenses.** Borrower agrees to pay to Administrative Agent all reasonable costs, fees and expenses (including but not limited to reasonable legal fees) incurred by Administrative Agent in connection with the preparation of this Agreement. Such of the foregoing as are incurred prior to the execution and delivery of this Agreement shall be paid concurrent with such execution and delivery. All other fees, costs and expenses shall be paid within five (5) business days after notice from Administrative Agent of the amount due and the reason therefor.

11. **Ratification; Conflict.** The Loan Documents are hereby ratified, confirmed and approved and are and shall remain in full force and effect pursuant to the terms and conditions set forth therein, except to the extent otherwise expressly modified hereby. Borrower and Guarantor acknowledge and agrees that Lender is not in default under the Loan Documents and no event has occurred which, with the giving of notice or passage of time, or both, could result in such a default by Lender. Each of the Loan Documents is hereby modified and amended so that all reference to such documents shall be deemed to be a reference to the Loan Documents as hereby modified and amended. If, and to the extent, the terms and provisions of this Agreement contradict or conflict with the terms and provisions of the Loan Documents, the terms and provisions of this Agreement shall govern and control; provided, however, to the extent the terms and provisions of this Agreement do not contradict or conflict with the terms and provisions of the Loan Documents, the Loan Documents, as amended by this Agreement, shall remain in and have its intended full force and effect, and Administrative Agent, as administrative agent on behalf of Lenders, Borrower, and Guarantor hereby affirm, confirm and ratify the same.

12. **Joinder of Guarantor.** Notwithstanding anything to the contrary contained herein, Guarantor has entered into this Agreement for the purpose of ratifying and confirming Guarantor's obligations under the Guaranty and the other Loan Documents, as amended hereby, and to acknowledge that the Guaranty and the other Loan Documents, as amended hereby, remain in full force and effect.

13. **Counterpart.** This Agreement may be executed in separate counterparts and such counterparts, taken together, shall constitute a fully executed and enforceable Agreement.

14. **Choice of Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois, regardless of the laws that might otherwise govern under applicable principles of conflicts of law as to all matters, including matters of validity, construction, effect, performance and remedies.

15. **Waiver of Jury Trial.** BORROWER, GUARANTOR AND ADMINISTRATIVE AGENT EACH HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY.


[Remainder of page intentionally left blank; signature page follows.]

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day, month and year first written above.

ADMINISTRATIVE AGENT:

CIBC BANK USA, successor in interest to The PrivateBank and Trust Company, an Illinois state-chartered bank

By: 
Name: J.P. Keeley
Title: Managing Director

BORROWER:

NARE WOODFIELD CORNERS, LLC, an Illinois limited liability company

By: _____
Name: Savas Er
Title: Manager

GUARANTOR:

SAVAS ER, individually

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day, month and year first written above.


ADMINISTRATIVE AGENT:

CIBC BANK USA, successor in interest to The PrivateBank and Trust Company, an Illinois state-chartered bank


By: _____
Name: J.P. Keeley
Title: Managing Director

BORROWER:

NARE WOODFIELD CORNERS, LLC, an Illinois limited liability company

By: 
Name: Savas Er
Title: Manager

GUARANTOR:


SAVAS ER, individually

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that **J.P. KEELEY**, the **MANAGING DIRECTOR** of **CIBC BANK USA**, formerly known as The PrivateBank and Trust Company, an Illinois state-chartered bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of **CIBC BANK USA**, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7th day of July, 2021.



[Handwritten Signature]

Notary Public

My Commission Expires: 02-23-2023

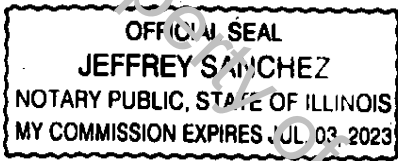
[Remainder of page is blank; notary continues on next page.]

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STATE OF)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that **SAVAS ER**, the **MANAGER** of **NARE WOODFIELD CORNERS, LLC**, an Illinois limited liability company, 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 he signed and delivered such instrument, as his free and voluntary act and deed, and as the free and voluntary act and deed of **NARE WOODFIELD CORNERS, LLC**, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of July, 2021.



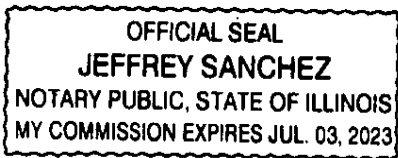
[Signature]
Notary Public

My Commission Expires:
7/3/23

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that **SAVAS ER**, 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 he signed and delivered the said instrument as his own free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of July, 2021.



[Signature]
Notary Public

My Commission Expires:
7/3/23

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EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

PARCEL 1:

THE EAST 242.50 FEET OF THE WEST 910.00 FEET OF THE SOUTH 330.00 FEET OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, (EXCEPT THAT PART TAKEN FOR GOLF ROAD AS SHOWN ON DOCUMENT 10488002 AND EXCEPT THE SOUTH 20 FEET TAKEN FOR WIDENING GOLF ROAD).

PARCEL 2:

RECIPROCAL EASEMENT OF INGRESS AND EGRESS MADE BY AND AMONG, BERKSHIRE LIFE INSURANCE COMPANY, LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 13, 1987 AND KNOWN AS TRUST NUMBER 112307 AND CHICAGO TITLE LAND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 19, 1968 AND KNOWN AS TRUST NUMBER 52271 RECORDED MARCH 22, 1989 AS DOCUMENT 89125394 RELATING TO DRIVE LANES AND PARKING.

PIN: 07-10-400-011-0000

COMMONLY KNOWN AS: 100 East Golf Road, Schaumburg, Illinois