Doc#. 2313040093 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 05/10/2023 01:38 PM Pg: 1 of 13

Prepared by: Kukat Rock LLP 1801 California Street Denver, CO 80222

LEASE SUBORDINATION, NON-DISTURBANCE OF POSSESSION AND ATTORNMENT AGREEMENT

PIN#:07-12-400-042-0000; 07-12-400-015-0000 and 07-12-400-041-0000

This Lease Subordination, Non-Disturbance of Possession and Attornment Agreement (hereinafter, the "Subordination, Non-Disturbance and Attornment Agreement" or "Agreement") is made as of the day of January, 2023, by and among BELLCO CREDIT UNION, a Colorado state chartered credit union, having an address at 7600 E. Orchard Rd., Ste 400N, Attn: Business Services (hereinafter, the "Lender"), KP CC 1900 LLC, TIC 1 KPCC 1900 LLC, TIC 2 KPCC 1900 LLC, TIC 3 KPCC 1900 LLC, TIC 4 KPCC 1900 LLC, TIC 5 KPCC 1900 LLC, and TIC 6 KPCC 1900 LLC, Delaware limited liability companies, having addresses at 195 Montague Street, 14th Floor, Brooklyn NY 11201 (hereinafter, the "Landlord" or "Borrower") and INFORMATION SYSTEMS AUDIT AND CONTROL ASSOCIATION INC. (D/B/A 18 (CA), a California nonprofit mutual benefit corporation, having an address at 1700 E. Golf Road, Suite 400, Schaumburg, Illinois 60173 (hereinafter, the "Tenant").

Introductory Provisions

- (hereinafter, as amended, extended, increased, modified or otherwise in effect from time to time, the "Loan") established in accordance with that certain Business Loan Agreement, dated as of February 1, 2023 (hereinafter, as amended, restated, extended, increased, modified or otherwise in effect from time to time, the "Loan Agreement") between the Lender and Borrower, and to be secured by, among other things, that certain Mortgage dated as of February 1, 2023 (hereinafter, as amended, restated, extended, increased, modified or otherwise in effect from time to time, the "Security Insturment", given by the Borrower covering the property commonly known as Two Century Centre and located at 1700 East Golf Road, Schaumburg, Illinois 60173, more particularly described on Exhibit A hereto (hereinafter, the "Property"), and that certain Assignment of Rents dated as of February 1, 2023 (hereinafter, as amended, restated, extended, increased, modified or otherwise in effect from time to time, the "Assignment") from Borrower with respect to the Property.
- B. Tenant is the tenant under that certain lease (hereinafter, the "Lease") datec as of May 5, 2017, as amended by that certain Amendment to Lease dated June 15, 2022, covering certain premises (hereinafter, the "Premises") at the Property as more particularly described in the Lease (as assumed by Borrower upon Borrower's acquisition of the Property, in such capacity, "Landlord").
 - C. Lender requires, as a condition to the making and maintaining of the Loan, that the Security Instrument be and remain superior to the Lease and that its rights under the Assignment be recognized.
- D. Tenant requires as a condition to the Lease being subordinate to the Security Instrument that its rights under the Lease be recognized.
- E. Lender, Landlord, and Tenant desire to confirm their understanding with respect to the Security Instrument and the Lease.
- NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, and with the understanding by Tenant that the Lender shall rely hereon in making and maintaining the Loan, the Lender, the Landlord, and the Tenant agree as follows:
 - 1. <u>Subordination.</u> The Lease and the rights of Tenant thereunder (including, without limitation, any rights of first refusal, rights of first offer or purchase options) are subordinate, inferior and

junior to the lien of the Security Instrument and any amendment, renewal, substitution, extension or replacement thereof and each advance made thereunder as though the Security Instrument, and each such amendment, renewal, substitution, extension or replacement were executed and recorded, and the advance made, before the execution of the Lease.

- Non-Disturbance. So long as Tenant is not in default (beyond any period expressed in the Lease within which Tenant may cure such default) in the payment of rent or in the performance or observance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed or observed, (i) Tenant's occupancy of the Premises shall not be disturbed by Lender in the exercise of any of its rights under the Security Instrument during the term of the Lease, or any extension or renewal thereof made in a coordance with the terms of the Lease, and (ii) except to the extent required under applicable law to effectuate a foreclosure of the Security Instrument, Lender will not join Tenant as a party defendant in any foreclosure action or proceeding for the purpose of terminating Tenant's interest and estate under the Lease because of any default under the Security Instrument.
- 3. Attornment. In the event Lender succeeds to the interest of Borrower as Landlord under the Lease, or if the Property or the Premises are sold pursuant to the power of sale and/or foreclosure rights under the Security Instrument, Tenant shall attorn to Lender, or a purchaser upon any such foreclosure sale, and shall recognize Lender, or such purchaser, thereafter as the Landlord under (and continue to be bound by) the terms and conditions of the Lease. Such attornment shall be effective and self-operative without the execution of any further instrument.
- Certifications. Tenant here's certifies to and agrees with Lender as follows, with the 4. understanding that Lender is relying on such cartifications and agreements in the making of the loan evidenced by the Note and secured by the Security Instrument: (a) the Lease is in full force and effect; (b) all requirements for the commencement and validity of the Lease have been satisfied; (c) Tenant is not in default under the Lease; to the best of Tenant's knowledge, information and belief, the Landlord is not in default under the Lease; no act, event or condition has occurred, which with notice or the lapse of time, or both, would constitute a default by Tenant or Landlord under the Lease; no claim by Tenant of any nature exists against Landlord under the Lease; and all obligations of Landlord have been fully performed; (d) there are no defenses, counterclaims or setoffs against rents or charges due or which may become due under the Lease; (e) none of the rent which Tenant is required to pay under the Lease has been prepaid, or will in the future be prepaid, more than one month in advance; (f) Tenant has no right or option contained in the Lease or in any other document to purchase all or any portion of the Premises; (1) the Lease has not been terminated, modified or amended. To the fullest extent to which Tenant is required to deliver Landlord estoppel certificates or similar confirmations under the terms and conditions of the Lease Tenant, upon the request of Lender, agrees to provide Lender with such estoppel certificates or confirmations,
- Limitations. From and after any attornment provided for under Section 3 above, Under or such purchaser shall be bound to Tenant under all the terms, covenants and conditions of the Lease, and Tenant shall, from and after such attornment to Lender, or to such purchaser, have the same remedies against Lender, or such purchaser, for the breach of an agreement contained in the Lease that Tenant might have had under the Lease against Landlord, if Lender or such purchaser had not succeeded to the interest of Landlord; provided, however, that Lender or such purchaser shall only be bound during the period of its ownership, and that in the case of the exercise by Lender of its rights under the Security Instrument, or the Assignment, or any combination thereof, or a foreclosure, or deed in lieu of foreclosure, all Tenant claims shall be satisfied only out of the interest, if any, of Lender, or such purchaser, in the Property, and Lender and such purchaser shall not be (a) liable for any act or omission of any prior landlord (including the Landlord), except to the extent arising out of defaults that are of a continuing nature, but solely to the extent accruing from and after the date Lender or such purchaser has succeeded to the interest of Landlord under the Lease; or (b) liable for or incur any obligation with respect to the construction of the Property or any

improvements of the Premises or the Property; or (c) subject to any offsets or defenses which Tenant might have against any prior landlord (including the Landlord), except to the extent arising out of defaults that are of a continuing nature, but solely to the extent accruing from and after the date Lender or such purchaser has succeeded to the interest of Landlord under the Lease; or (d) bound by any rent or additional rent which Tenant might have paid for more than the then current rental period to any prior landlord (including the Landlord); or (e) bound by any amendment or modification of the Lease that (i) reduces rents, (ii) reduces square footage, (iii) grants a right of first refusal/offer or purchase option, (iv) reduces the term of the Lease, or (iv) that increases Landlord's obligation under the Lease, in any such case made without Lender's prior written consent; or (f) except any assignment or sublet permitted under the Lease as to which Landlord's consent is not required, bound by any assignment or sublet, made without Lender's prior written consent; or (g) bound by or responsible for any security deposit not actually received by Lender; or (h) liable for or incur any obligation with respect to any breach of warranties or representations of any nature under the Lease or other vise including without limitation any warranties or representations respecting use. compliance with zoning, landlord's title, landlord's authority, habitability and/or fitness for any purpose, or possession: or (Niable for the payment of any tenant allowance; (j) liable for consequential damages; or (k) subject to any termination right of the Tenant that arises out of the failure of the Landlord (or predecessor-in-interest of Landlord) to comply with any option or right of first refusal/offer to lease additional space on the Property in favor of Tenant under the Lease.

- 6. Notice and Right to Cu.e. Tenant agrees to provide Lender with a copy of each notice of default under the Lease or failure of Landord to satisfy a condition precedent to Tenant's obligations under the Lease, at the same time as Tenant provides Landlord with such notice, and that in the event of any default or failure by the Landlord under the Lease, Tenant will take no action to terminate the Lease unless the default or failure remains uncured for a period of thirty (30) days after written notice thereof (or, as applicable, such greater cure period provided to Landlord under the terms and conditions of the Lease) shall have been given, postage prepaid, to Landlord at Landlord's address, and to Lender at the address provided in Section 7 below; Lender shall have no obligation to care any default or failure under the Lease.
- Notices. All notices, requests and demands the any party is required or may desire to give to any other party under any provision of this Agreement must be in writing delivered to each party at the address set forth herein, or to such other address as any party may designate by written notice to all other parties. Each such notice, request and demand shall be deemed given or made as follows: (i) if sent by hand delivery, upon delivery; (ii) if sent by mail, upon the earlier of the dat of receipt or three (3) days after deposit in the U.S. mail, first class and postage prepaid; and (iii) if sent by telecopy, upon receipt.
- 8. <u>No Oral Change</u>. This Agreement may not be modified orally or in any planner than by an agreement in writing signed by the parties hereto or their respective successors in interest.
- 9. Successors and Assigns; Authority. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns, and any purchaser or purchasers at foreclosure of the Property or any portion thereof, and their respective heirs, personal representatives, successors and assigns. Tenant, Landlord and Lender covenant and agree that the persons signing on their behalf have full power, authority and authorization to execute this Agreement, without the necessity of any consents, authorizations or approvals, or if such consents, authorizations or approvals are required they have been obtained prior to the execution hereof.
- 10. Payment of Rent to Lender. Tenant acknowledges that it has notice that the Lease and the rent and all sums due thereunder have been assigned to Lender as part of the security for the obligations secured by the mortgage. In the event Lender notifies Tenant of a default under the Loan and demands that Tenant pay its rent and all other sums due under the Lease to Lender, Tenant agrees that it will honor such demand and pay its rent and all other sums due under the Lease to Lender, until otherwise notified in writing

by Lender. Borrower unconditionally authorizes and directs Tenant to make rental payments directly to Lender following receipt of such notice and further agrees that Tenant may rely upon such notice without any obligation to further inquire as to whether or not any default exists under the Security Instrument or the Assignment, and that Borrower shall have no right or claim against Tenant for or by reason of any payments of rent or other charges made by Tenant to Lender following receipt of such notice.

- the Lease, Lender agrees to recognize the same if Tenant is entitled thereto under the Lease after the date on which Lender succeeds as Landlord under the Lease by virtue of foreclosure or deed in lieu of foreclosure or Lender takes possession of the Premises; provided, however, Lender shall not be responsible for any acts of any prior landlord under the lease, or the act of any tenant, subtenant or other party which prevents Lender from complying with the provisions hereof and Tenant shall have no right to cancel the Lease or to make any claims against Lender on account thereof. Additionally, Tenant agrees that any option to purchase the Property or any portion thereof or right of first refusal or right of first offer to purchase the Property or any portion thereof. So may be provided in the Lease, shall not apply to any foreclosure of the Security Instrument or acceptance of a deed in lieu (collectively a "Foreclosure"), and shall not apply to any transfer of the Property by Lender or a purchaser at Foreclosure following such Foreclosure. Furthermore, Tenant expressly confirms to Lender that any acquisition of title to all or any portion of the Property pursuant to Tenant's exercise of any option, aght of first refusal or right of first offer contained in the Lease shall result in Tenant taking title subject to the ien of the Security Instrument.
- 12. <u>Captions</u>. Captions and readings of sections are not parts of this Agreement and shall not be deemed to affect the meaning or construction of any of the provisions of this Agreement.
- 13. <u>Counterparts</u>. This Agreement way be executed in several counterparts each of which when executed and delivered is an original, but all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or electronic image scan transmission (such as a "pdf" file) will be effective as delivery of a manually executed counterpart of the Agreement.
- 14. Waiver and Amendment: Captions; Severability. Morrovisions of this Agreement shall be deemed waived or amended except by a written instrument unaming tously setting forth the matter waived or amended and signed by the party against which enforcement of such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion. Captions are used throughout this Agreement for convenience of reference only and shall not be considered in any manner in the construction or interpretation hereof. The provisions of this Agreement shall be deemed severable. If any part of this Agreement shall be held unenforceable, the traininger shall remain in full force and effect, and such unenforceable provision shall be reformed by such court so as to give maximum legal effect to the intention of the parties as expressed therein.
- 15. Governing Law. It is the intent of the parties hereto that the subordination of the Lease and the rights and remedies set forth in this Agreement shall be governed by the laws of the State in which the Premises is located. All other provisions of this Agreement shall be governed by and construed under the laws of the State of Colorado without giving effect to its conflicts of laws principles. Nothing contained in this paragraph shall limit or restrict the right of Lender to commence any proceeding in the federal or state courts located in the State in which the Premises are located to the extent Lender deems such proceeding necessary or advisable to exercise remedies available under this Agreement.
- 16. Waiver of Jury Trial and Punitive, Consequential, Special and Indirect Damages. LANDLORD, TENANT AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH

RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES HERETO AGAINST ANY OTHER PARTY HERETO OR ITS RESPECTIVE SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO. THIS WAIVER BY THE PARTIES HERETO OF ANY RIGHT TO A TRIAL BY JURY HAS BEEN NEGOTIATED AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN. FURTHERMORE, LANDLORD, TENANT AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES FROM THE OTHERS OR ANY OF THE OTHER'S AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES OR ANY OF A EIR SUCCESSORS WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES AGAINST ANY OF THE OTHERS OR ANY OF THEIR AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES OF ANY OF THEIR SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT CONTEMPLATED AFICEIN OR RELATED HERETO. THE WAIVER BY LANDLORD, TENANT AND LENDER OF ANY RIGHT THEY MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES HAS BEEN NEGOTIATED BY THE PARTIES HERETO AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN

- 17. Costs, Expenses and Altorneys' Fees, If any party hereto institutes any judicial or administrative action or proceeding to enforce any rights or obligations under this Agreement, or seeking damages or any other judicial or administrative remedy, the prevailing party shall be entitled to recover from the other party all costs and expenses, including, subject to applicable law, reasonable attorneys' fees (to include outside counsel fees and all allocated costs of the prevailing party's in-house counsel), whether or not suit is brought, and if brought whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Bank or any other person) relating to Borrower, Tenant or any other person or entity.
- Parties Bound. The provisions of this Agreement shall be binding upon and inure to the benefit of Tenant, Lender and Borrower and their respective successo's and assigns; provided, however, reference to successors and assigns of Tenant shall not constitute a consent by 1 and lord or Borrower to an assignment or sublet by Tenant, but has reference only to those instances in which such consent is not 7//C@ required pursuant to the Lease or for which such consent has been given.

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

LENDER:

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Name:		Mat	1 1	Jartin	.ez	_
Title: _	0	i rect	UT 0.	4 名い	5111855	[Services

BELLCO CREDIT UNION, a Colorado state chartered

State of Colorado

County of Arapahol

On this 31 day of January, in the year 2023, before me (and a large fairch, ha notary public, personally appeared Mat-Matinezan individual, a Director of BELLCO CREDIT UNION, a Colorado state chartered credit union, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.

Gudno

(Notary Seal)

Notary Signature

CANDACE FAIRCHILD NOTARY PUBLIC STATE OF COLORADO NOTARY JO 20214025796 MY COMMISSION EXPIRES JUNE 29, 2025

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TENANT:

INFORMATION SYSTEMS AUDIT AND CONTROL ASSOCIATION, INC. (D/B/A ISACA)

By: / ///V Name: Thomas Kyei-Boateng

My commassion expires:_

Clart's Orgina

Title: CFO

STATE OF TOLINGIS

County of Cook

On this date, 574 31 7 , 2023, before me, the undersigned notary public, personally appeared THOMAS 1.1 - BOATENE, as Chief Finances Officer of TSACA, a Celifornia non-prefit influence proved to me through satisfactory evidence of identification, which were personal the proceding or attached comment, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

MARY B PITTAS
OFFICIAL SEAL
Notary Public, Stete of Illinois
My Commission Expires
May 24, 2023

s 20784294421.docx

KP CC 1900 LLC, TIC 1 KPCC 1900 LLC, TIC 2 KPCC 1900 LLC, TIC 3 KPCC 1900 LLC, TIC 4 KPCC 1900 LLC, TIC 5 KPCC 1900 LLC, and TIC 6 KPCC 1900 LLC, as Landlord under the Lease, and Borrower under the Security Instrument, the Loan Agreement and the other Loan Documents, agrees for itself and its successors and assigns that:

- 1. The above agreement does not:
- (a) constitute a waiver by Lender of any of its rights under the Security Instrument or any of the other Loan Documents; or
- (b) in any way release Borrower from its obligations to comply with the terms, provisions, conditions, covenants and agreements and clauses of the Security Instrument and other Loan Pocuments;
- 2. The precisions of the Security Instrument remain in full force and effect and must be complied with by Bonover;
- 3. Tenant shall rave the right to rely on any notice or request from Lender which directs Tenant to pay rent to Lender vithout any obligation to inquire as to whether or not a default exists and notwithstanding any notice from or claim of Borrower to the contrary. Borrower shall have no right or claim against Tenant for rent paid to Lender after Lender so notifies Tenant to make payment of rent to Lender; and
- 4. The Borrower shall be bound by all of the terms, conditions and provisions of the foregoing Agreement in all respects.

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Executed and delivered as a sealed instrument as of the 31 day of January, 2023.

BORROWER:

KP CC 1900 LLC, TIC 1 KPCC 1900 LLC, TIC 2 KPCC 1900 LLC, TIC 3 KPCC 1900 LLC, TIC 4 KPCC 1900 LLC, TIC 5 KPCC 1900 LLC, and TIC 6 KPCC 1900 LLC, each a pelaware limited liability

companies
By:____

Name: Joel Yaeoob

Title: Authorized Signatory

STATE OF NEW YORK

COUNTY OF KINGS, 83

On this date, 31 January 2023, before me, the undersigned notary public, personally appeared Joel Yacoob, as Authorized Signatory of RP-CC 1900 LLC, TIC 1-KPCC 1900 LLC, TIC 2-KPCC 1900 LLC, TIC 3-KPCC 1900 LLC, TIC 4-KPCC 1900 LLC, TIC 5-KPCC 1900 LLC, and TIC 6-KPCC 1900 LLC, each a Delaware looked liability company, proved to me through satisfactory evidence of identification, which were New York Star. Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public

My commission expires

MENDEL WEINGCTT Notary Public, State of New York Reg. No. 01WE6369980 Qualified in Kings County Commission Expires 01/22/2026

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Exhibit A

Legal Description



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Legal Description

PARCEL 1:

THAT PART OF LOT 2 IN WOODFIELD VILLAGE GREEN WOODFIELD - 76 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 26, 1993 AS DOCUMENT 93580462, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID LOT 2, SAID POINT BEING ALSO THE SOUTHWEST CORNER OF LOT 1 IN CENTURY CENTRE SUBDIVISION. RECORDED NOVEMBER 14, 1984 AS DOCUMENT 27336946; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 2, SAID LINE BEING A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 328.50 FEET, AN ARC DISTANCE OF 24.91 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 24.91 FEET AND A BEARING OF NORTH 88 DEGREES 14.MINUTES 37 SECONDS WEST, SAID LINE BEING ALSO THE NORTH LINE OF RIGHT OF WAY DEDICATED FOR CENTRAL PARK BOULEVARD PER PLAT OF SAID WOODFIELD VILLAGE GREEN WOODFIELD - 76 SUBDIVISION; THENCE SOUTH 89 DEGREES 35 MINUTES 01 SECOND WEST ALONG SAID SOUTH LINE OF LOT 2 AND SAID NORTH LINE OF CENTRAL PARK BOULEVARD, A DISTANCE OF 45.11 FEET TO A CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 24 MINUTES 59 CFCONDS WEST ALONG THE EAST LINE OF SAID CENTRAL PARK BOULEVARD AND THE WEST LINE OF SAID LOT 2, A DISTANCE OF 319.92 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 700.00 FEET AN ARC DISTANCE OF 129.09 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 128.91 FEET AND A BEARING OF NORTH 04 DEGREES 52 MINUTES 01 SECOND EAST; THENCE NORTH 10 DEGREES 09 MINUTES 00 SECONDS EAST 317.01 FEET TO THE EAST LINE OF LOT 2 IN SAID WOODFIELD VILLAGE GREEN WOODFIELD-76 SUBDIVISION, BEING ALSO THE WEST LINE OF SAID LOT 1 IN CENTURY CENTRE SUBDIVISION; THENCE SOUTH 00 DECREES 24 MINUTES 59 SECONDS EAST ALONG SAID EAST LINE OF LOT 2 AND SAID WEST LINE OF LOT 1, A DISTANCE OF 760.86 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 1 IN CENTURY CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 1984 AS DOCUMENT 27336946, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ALSO A CORNER OF LOT 2 IN WOODFIELD VILLAGE GREEN WOODFIELD-76 SUBDIVISION RECUPLED JULY 26, 1993 AS DOCUMENT 93580462; THENCE NORTH 89 DEGREES 17 MINUTES 50 SECONDS EAST (NORTH 89 DEGREES 35 MINUTES 01 SECOND EAST MEASURED) ALONG THE NORTH LINE OF SAID LOT 1, SAID LINE BEING ALSO THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 62.87 FEET, THENCE SOUTHERLY ALONG A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 350.00 FEET, AN ARC DISTANCE OF 157.31 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 155.99 FEET AND A BEARING OF SOUTH 22 DEGREES 44 MINUTES 22 SECONDS WEST (SOUTH 23 DEGREES 01 MINUTE 33 SECONDS WEST MEASURED); THENCE SOUTH 09 DEGREES 51 MINUTES 49 SECONDS WEST (SOUTH 10 DEGREES 09 MINUTES 00 SECONDS WEST MEASURED) 4.43 FEET TO THE WEST LINE OF SAID LOT 1, BEING ALSO THE EAST LINE OF SAID LOT 2; THENCE NORTH 00 DEGREES 42 MINUTES 10 SECONDS WEST (NORTH 00 DEGREES 24 MINUTES 59 SECONDS WEST MEASURED) ALONG SAID WEST LINE OF LOT 1 AND SAID EAST LINE OF LOT 2, A DISTANCE OF 147.47 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 3:

LOT 3 IN CENTURY CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 1984 AS DOCUMENT 27336946.

PARCELS 1, 2 AND 3 CAN ALSO BE DESCRIBED IN ACCORDANCE WITH A SURVEY PREPARED HAEGER ENGINEERING ON 01/31/2023 AS FOLLOWS:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAS I OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 3 IN CENTURY CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SAID SOUTHEAST QUARTER OF SECTION 12, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 1984 AS DOCUMENT NO. 27336946; THENCE SOUTH 87 DEGREES 31 MINUTES 46 SECONDS WEST (AN ASSUMED BEARING FOR THIS LEG (1) DESCRIPTION) ALONG THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 319.24 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 00 DEGREES 24 MINUTES 59 SECUNDS WEST ALONG THE WEST LINE OF SAID LOT 3 AND SAID WEST LINE EXTENDED NOWTH, 222.85 FEET TO THE SOUTHWEST CORNER OF LOT 1 IN THE SAID CENTURY CENTRE SUBDIVISION, SAID POINT BEING ALSO THE MOST SOUTHERLY SOUTHEAST CORNER OF LOT 2 IN WOODFIELD VILLAGE GREEN WOODFIELD - 76 SUBDIVISION, BEING A SUPDIVISION OF PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SAID SECTION 12 AND PART OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 1993 AS DOCUMENT NO. 93580/62; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 2, SAID LINE BEING A CULVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 328.50 FEET, AN ARC DISTANCE OF 21.92 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 24.91 FEET AND A BEARING OF NORTH 88 DEGREES 14 MINUTES 37 SECONDS WEST, SAID LINE BEING ALSO THE NORTH LINE OF RIGHT OF WAY DEDICATED FOR CENTRAL PARK BOULEVARD PER PLAT OF SAID WOODFIELD VILLAGE GREEN WOODFIELD - 76 SUBDIVISION; THENCE SOUTH 89 DEGREES 35 MINUTES 01 SECOND WEST ALONG SAID SOUTH LINE OF LOT 2 AND SAID NORTH LINE OF CENTRAL PARK BOULEVARD, 45.11 FEET TO A CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 24 MINUTES 59 SECONDS WEST ALONG THE LAST LINE OF CENTRAL PARK BOULEVARD (NOW ROOSEVELT BOULEVARD) AND THE WIST LINE OF SAID LOT 2, A DISTANCE OF 319.92 FEET TO A POINT OF CURVATURE, SAID POINT BEING ALSO THE MOST SOUTHERLY CORNER OF RIGHT OF WAY DEDICATED FOR ROOSEVELT BOULEVARD PER THE PLAT OF ROOSEVELT UNIVERSITY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SAID LOT 2 IN WOODFIELD VILLAGE GREEN WOODFIELD -76 SUBDIVISION AND ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 24, 1997 AS DOCUMENT NO. 97968835; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF RIGHT OF WAY OF ROOSEVELT BOULEVARD PER SAID ROOSEVELT UNIVERSITY SUBDIVISION THE FOLLOWING 3 COURSES: A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 700.00 FEET AN ARC DISTANCE OF 129.09 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 128.91 FEET AND A BEARING OF NORTH 04 DEGREES 52 MINUTES 01 SECOND EAST; NORTH 10 DEGREES 09 MINUTES 00 SECONDS EAST 321.44 FEET TO A POINT OF CURVE; ALONG A CURVE

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CONCAVE TO THE EAST, HAVING A RADIUS OF 350.00 FEET, AN ARC DISTANCE OF 157.31 FEET TO A POINT ON THE NORTH LINE OF LOT 1 IN THE SAID CENTURY CENTRE SUBDIVISION THAT IS 62.87 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1, THE CHORD OF SAID ARC HAVING A LENGTH OF 155.99 FEET AND A BEARING OF NORTH 23 DEGREES 01 MINUTE 33 SECONDS EAST; THENCE NORTH 89 DEGREES 35 MINUTES 01 SECOND EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 256.22 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 24 MINUTES 59 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1 AND SAID EAST LINE EXTENDED SOUTH AND ALONG THE EAST LINE OF THE SAID LOT 3 IN CENTURY CENTRE SUBDIVISION 1119.59 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING THE NORTHEAST CORNER OF THE SAID LOT 3 IN CENTURY CENTRE SUBDIVISION; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 3, SAID LINE BEING ALSO THE SOUTHERLY LINE OF RIGHT OF WAY DEDICATED FOR HARTLEY ROAD PER THE PLAT OF SAID CENTURY CENTRE SUBDIVISION, THE FOLLOWING 3 COURSES: A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 313.50 FEET AN ARC DISTANCE OF 166.54 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 164.59 FEET AND A BEARING OF NORTH 77 DEGREES 11 MINUTES 22 SECONDS WEST; NORTH 61 DEGREES 58 MINUTES 13 SECONDS WEST 67.65 FEET. TO A POINT OF CURVE; A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 258.50 FLET AN ARC DISTANCE OF 104.56 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, THE CHORD OF SAID ARC HAVING A LENGTH OF 103.84 FEET AND A BEARING OF NORTH 73 DEGREES 33 MINUTES 27 SECONDS WEST: THENCE NORTH 00 DEGREES 24 MINUTES 59 SECONDS WEST 70.23 FEET TO THE SOUTHWEST CORNER OF THE SAID LOT 1 IN CENTURY CENTRE SUBDIVISION: THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 1, BEING ALSO THE NORTHERLY LINE OF RIGHT OF WAY DEDICATED FOR HAPTLEY ROAD PER THE PLAT OF SAID CENTURY CENTRE SUBDIVISION, THE FOLLOWING 3 COURSES: A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 328.50 FEET AND ARC DISTANCE OF 139.32 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 138.28 FEET AND A BEARING OF SOUTH 74 DEGREES 07 MINUTES 13 SECCIAL'S EAST; SOUTH 61 DEGREES 58 MINUTES 13 SECONDS EAST 67.65 FEET TO A POINT OF CURVE; A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 243.50 FEET AN ARC DISTANCE OF 131.79 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, THE CHORD OF SAID ARC 'AVING A LENGTH OF 130.19 FEET AND A BEARING OF SOUTH 77 DEGREES 28 MINUTES 34 SECONDS EAST: THENCE SOUTH 00 DEGREES 24 MINUTES 59 SECONDS EAST 70.05 FO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 2 AS CREATED BY EASEMENT AGREEMENT RECORDED JULY 2, 1984 AS DOCUMENT 27155654 AND AMENDED BY DOCUMENT 86016645 AND FURTHER AMENDED BY DOCUMENT 94008473 FOR THE CONSTRUCTION, REPAIR, MAINTENANCE AND REPLACEMENT OF ROADWAYS AND FOR THE USE THEREOF FOR VEHICULAR AND PEDESTRIAN PASSAGE IN AND TO AREA AS SHOWN ON EXHIBIT 'A' ATTACHED TO DOCUMENT 94008473