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BLANKET FEE:\$75.00

CEDRIC GILES

COOK COUNTY CLERK'S OFFICE

DATE: 8/9/2024 9:40 AM

PAGE: 1 OF 24

PREPARED BY AND UPON
RECORDATION RETURN TO:
Cadwalader, Wickersham & Taft LLP
200 Liberty Street
New York, NY 10281
Attention: Alan W. Lawrence

UBS AG, STAMFORD BRANCH,
a U.S. branch of a Swiss banking corporation
(Lender)

- and -

COSTCO WHOLESALE CORPORATION, a Washington corporation
(Tenant)

- and -

RREF III-P RANDHURST VILLAGE, LLC, a Delaware limited liability company

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENMENT AGREEMENT**

Dated: August 6, 2024
Location: 999 North Elmhurst Road, Mt. Prospect, IL
PIN(s): 03-27-401-040-0000; 03-27-401-265-0000; 03-27-401-267-0000;
03-27-401-275-0000; 03-27-401-277-0000; 03-27-401-280-0000;
03-27-401-281-0000; 03-27-401-282-0000; 03-27-401-293-0000;
03-27-401-305-0000; 03-27-409-001-0000; 03-27-409-002-0000;
03-27-409-003-0000; 03-27-409-004-0000; 03-27-409-014-0000
Section: 27
Block: Township 42 North
Lot: Range 11 East
County: Cook County

Property of Cook County Clerk's Office

CCH12402202LI-DS

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "**Agreement**") is dated for reference purposes as of the Effective Date (defined below), by and between UBS AG, STAMFORD BRANCH, a U.S. branch of a Swiss banking corporation (together with its successors and assigns, collectively, "**Lender**"), having an address at 600 Washington Boulevard, Stamford, Connecticut 06901, RREF III-P RANDHURST VILLAGE, LLC, a Delaware limited liability company ("**Landlord**"), having an address at 565 Taxter Road, 4th Floor, Elmsford, NY 10523 (together with its successors and assigns, collectively "**Landlord**") and COSTCO WHOLESALE CORPORATION, a Washington corporation ("**Tenant**"), having an address at 999 Lake Drive, Issaquah, Washington 98027.

RECITALS:

A. Lender has made a loan (the "**Loan**") to Landlord (defined below) pursuant to that certain Loan Agreement, dated as of August 6, 2024, between Lender and Landlord (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**");

B. The Loan is evidenced by one or more promissory notes, dated August 6, 2024, made by Landlord to Lender (as the same may be extended, renewed, replaced, restated or modified from time to time, individually and collectively, the "**Note**") and secured by that certain Fee and Leasehold Mortgage and Security Agreement, dated as of August 6, 2024, made by Landlord to Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Security Instrument**"), which encumbers the fee and leasehold estate of Landlord in certain premises described on Exhibit A attached hereto (the "**Property**");

C. Tenant leases a portion of the Property under and pursuant to a certain lease dated October 31, 2003 between Landlord, as landlord, and Tenant, as tenant (as amended or otherwise modified in accordance with this Agreement, the "**Lease**"); and

D. Tenant has agreed to subordinate the Lease to the lien of (a) the Security Instrument and (b) all terms, covenants and conditions set forth in the Loan Documents (defined below), and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

AGREEMENT:

For good and valuable consideration, the parties agree as follows:

1. **Subordination.** Subject to the terms of this Agreement, Tenant agrees that the Lease and all of the terms, covenants and provisions thereof and all rights, remedies and options

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of Tenant thereunder are and shall at all times continue to be subject and subordinate in all respects to the lien of (a) the Security Instrument, (b) all terms, covenants and conditions set forth in the Note, the Security Instrument, the Loan Agreement and the other documents executed in connection therewith (including, without limitation, any and all extensions, renewals, substitutions, replacements, amendments, modifications and/or restatements thereof, collectively, the "Loan Documents") with the same force and effect as if the Loan Documents had been executed, delivered and (in the case of the Security Instrument) recorded prior to the execution and delivery of the Lease.

2. Non-Disturbance. Lender agrees that if any action or proceeding is commenced by Lender for the foreclosure of the Security Instrument or the sale of the Property, Tenant shall not be named as a party therein unless such joinder shall be required by law; provided, however, such joinder shall not result in the termination of the Lease or disturb Tenant's possession or use of the premises demised thereunder, and the sale of the Property in any such action or proceeding and the exercise by Lender of any of its other rights under the Loan Documents shall be made subject to all rights of Tenant under the Lease; provided that, at the time of the commencement of any such action or proceeding or at the time of any such sale or exercise of any such other rights, Tenant shall not be in default under any of the terms, covenants or conditions of the Lease or of this Agreement on Tenant's part to be observed or performed, beyond the expiration of any applicable notice or cure periods.

3. Attornment. Lender and Tenant agree that, upon the conveyance of the Property by reason of the foreclosure of the Security Instrument or the acceptance of a deed or assignment in lieu of foreclosure or otherwise (each, a "Transfer"), the Lease shall not be terminated or affected thereby if the conditions set forth in Section 2 above have been met at the time Lender, purchaser at foreclosure or other transferee of the Property ("Transferee") becomes owner of the Property. In such event, the Lease shall continue in full force and effect as a direct lease between Transferee and Tenant upon all of the terms, covenants and conditions set forth in the Lease and Tenant agrees to attorn to Transferee upon Tenant's receipt of written notice from Transferee that it is a Transferee (provided that Tenant shall have no duty of inquiry into the validity of such notice, regardless of any contrary notice from Landlord and further provided that Lender acknowledges that it may take Tenant up to thirty (30) days after receipt of such notice to process any changes in Landlord's payment address and agree that during such thirty (30) day period that Tenant shall not be in default under the Lease for failure to make payments to a payment address that is different from that set forth in the Lease or otherwise previously provided to Tenant in writing) and Transferee shall accept such attornment; provided, however, that Transferee shall not be (a) intentionally omitted, (b) liable (i) for Landlord's failure to perform any of its obligations under the Lease which have accrued prior to the date on which Transferee shall become the owner of the Property, or (ii) for any act or omission of Landlord prior to the date on which Transferee shall become the owner of the Property, except that Transferee shall be responsible for the acts and omissions of any previous landlord to the extent of (w) any acts or omissions of Landlord that are

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continuing in nature, (x) any acts or omissions of Landlord related to any construction-related warranties provided by Landlord, (y) any self-help, offset, abatement or counterclaim rights expressly set forth in the Lease (including, without limitation, any self-help, abatement, counterclaim, or offset right of Tenant for which Tenant has not been made whole), and (z) and (y) any matter of which Tenant or Landlord has provided written notice to Lender in accordance with this Agreement and Transferee failed to cure in accordance with Section 6 hereof; (c) required to make any repairs to the Property or to the premises demised under the Lease required as a result of fire or other casualty or by reason of condemnation, unless Transferee shall be obligated under the Lease to make such repairs and shall have received sufficient casualty insurance proceeds or condemnation awards to finance the completion of such repairs, (d) intentionally omitted (e) subject to any offsets, defenses, abatements or counterclaims which shall have accrued in favor of Tenant against Landlord prior to the date upon which Transferee shall become the owner of the Property except for any offset, abatement, or counterclaim rights expressly set forth in the Lease, (f) liable for the return of security deposits, if any, paid by Tenant to Landlord in accordance with the Lease, unless such sums are actually received by Transferee (but in no event shall Transferee have the right to require Tenant to deposit any additional rental security or other sums, even if Transferee did not receive such funds upon its acquisition of the interests of Landlord), (g) bound by any payment of rents, additional rents or other sums which Tenant may have paid more than one (1) month in advance to any prior Landlord unless (i) such sums are actually received by Transferee, (ii) such prepayment shall have been expressly approved by Transferee, or (iii) such prepayment is required by the Lease, (h) intentionally omitted, (i) bound by any agreement amending, modifying or terminating the Lease made without Lender's prior written consent, if such consent is required pursuant to the terms of the Loan Agreement, prior to the time Transferee succeeded to Landlord's interest in the Property except for amendments or modifications contemplated in the Lease or that reflect the exercise of Tenant's rights under the Lease, or (j) bound by any assignment of the Lease or sublease of the Property, or any portion thereof, made prior to the time Transferee succeeded to Landlord's interest in the Property, other than if pursuant to the provisions of the Lease. For any amendment or modification of the Lease requiring consent of Lender, Lender agrees to respond as required pursuant to the Loan Agreement as more particularly described on Exhibit B attached hereto, except that for purposes of the notices required under Exhibit B, either "Borrower" or Tenant may deliver such notice. Tenant hereby agrees that its right of first refusal, as more particularly described in Section 16 of the Lease, shall in no event be triggered in connection with a Transfer.

4. Notice to Tenant. After notice is given to Tenant by Lender that Landlord is in default under the Loan Documents and that the rentals under the Lease should be paid to Lender pursuant to the terms of the assignment of leases and rents executed and delivered by Landlord to Lender in connection therewith, Tenant shall thereafter pay to Lender or as directed by Lender, all rentals and all other monies due or to become due to Landlord under the Lease. Landlord hereby irrevocably and unconditionally releases and discharges Tenant and agrees to indemnify, defend, and hold Tenant harmless of and from any liability, claims, damages, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with any notice

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provided by Lender and Tenant's attornment to Lender in accordance with this Agreement including, without limitation, any payments made to Lender in connection therewith. Landlord further agrees that, immediately upon written notice from Lender, Tenant shall be entitled to attorn and make payments without any further inquiry into the validity of such notice, regardless of any contrary notice from Landlord, and that any such payment shall fully satisfy Tenant's obligation to make such payment under the Lease.

5. Intentionally Omitted.

6. Notice to Lender. Landlord or Tenant shall give Lender a copy of any written notice of a default by Landlord or by Tenant (as described in the Lease and Lender shall have a period of time to remedy any default by Landlord, each a "**Landlord Default**") equal to, (A) with respect to a Landlord Default giving rise to Tenant's right to terminate the Lease, the greater of (a) the curative period afforded to Landlord under the Lease with respect to such default, or (b) a fifteen (15) Business Day period commencing upon the receipt by Lender of written notice of such default, or (B) with respect to a Landlord Default giving rise to a right or remedy other than Tenant's right to terminate the Lease, the curative period afforded to Landlord under the Lease with respect to such default; provided, however, to the extent the Landlord Default can be cured by the payment of money, Lender shall have ten (10) Business Days from the receipt of notice to make such payment. The failure by Tenant to provide such notice to Lender shall not be a default by Tenant under the Lease nor invalidate the underlying default by Landlord.

7. Notices. Any notice required or permitted to be given under this Agreement or by law (each a "**Notice**") shall be deemed to have been given if it is written and delivered to the party who is to receive such notice at the address specified herein: (i) in person, (ii) by overnight courier, or (iii) mailed by certified mail, postage prepaid. If sent by overnight courier, the notice shall be deemed to have been given one (1) day after sending. If mailed by certified mail with postage prepaid, the notice shall be deemed to have been given on the date that is three (3) business days following mailing. Either party may change its address by giving not less than fifteen (15) days' prior written notice thereof to the other party (a "**Notice Address Change**"). Notice shall be delivered to the address(es) as set forth below; provided, however, that if: (a) fee title to the Property is transferred or conveyed to a third party, and (b) Tenant has not received written notice of such transfer of conveyance, together with a Notice Address Change; then Tenant may continue to send all notices to Landlord at the address set forth below or at the address for the owner of the Property on file with the governmental entity in charge of assessing real property taxes.

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If to Tenant: Costco Wholesale Corporation
999 Lake Drive
Issaquah, WA 98027
Attention: Legal Dept./Property Management
Re:779 (Mt. Prospect IL)

If to Lender: UBS AG, Stamford Branch
600 Washington Boulevard
Stamford, Connecticut, 06901
Attention: Agency Group

With a copy to: Cadwalader, Wickersham & Taft LLP
200 Liberty Street
New York, New York 10281
Attention: Alan W. Lawrence, Esq.
E-mail: Alan.Lawrence@cwt.com

For purposes of this Agreement, the term "Business Day" shall mean any day other than a Saturday, a Sunday or a legal holiday on which national banks are not open for general business in the State of New York.

8. Joint and Several Liability. If Tenant consists of more than one person or entity, the obligations and liabilities of each such person or entity hereunder shall be joint and several.

9. Definitions. The term "Lender" as used herein shall include the successors and assigns of Lender and any person, party or entity which shall become the owner of the Property by reason of a foreclosure of the Security Instrument or the acceptance of a deed or assignment in lieu of foreclosure or otherwise. The term "Landlord" as used herein shall mean and include the present landlord under the Lease and such landlord's predecessors and successors in interest under the Lease, but shall not mean or include Lender. The term "Property" as used herein shall mean the Property, the improvements now or hereafter located thereon and the estates therein encumbered by the Security Instrument.

10. No Oral Modifications. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

11. Governing Law. This Agreement shall be deemed to be a contract entered into pursuant to the laws of the State where the Property is located and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State where the Property is located, excluding any principles of conflicts of laws.

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12. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, THE PARTIES HERETO WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.

13. Inapplicable Provisions. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.

14. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. This Agreement shall not be effective unless executed by all of the parties hereto and shall not be binding on Tenant unless Tenant has received a fully-executed duplicate original of this Agreement.

15. Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

16. Transfer of Loan. Lender may sell, transfer and deliver the Note and assign the Loan Documents to one or more investors in the secondary mortgage market ("**Investors**"). In connection with such sale, Lender may retain or assign responsibility for servicing the Loan (including the Loan Documents) or may delegate some or all of such responsibility and/or obligations to a servicer (including, but not limited to, any subservicer or master servicer), on behalf of the Investors. All references to "Lender" herein shall refer to and include any such servicer to the extent applicable.

17. Limitations on Lender's Liability. Tenant acknowledges that Lender is obligated only to Landlord to make the Loan upon the terms and subject to the conditions set forth in the Loan Documents. In no event shall Lender or any purchaser of the Property at foreclosure sale or any grantee of the Property named in a deed-in-lieu of foreclosure, nor any heir, legal representative, successor, or assignee of Lender or any such purchaser or grantee (Lender, such purchaser, grantee, heir, legal representative, successor or assignee, collectively, the "**Subsequent Landlord**") have any personal liability for the obligations of Landlord under the Lease and should the Subsequent Landlord succeed to the interests of Landlord under the Lease, Tenant shall look only to the estate and property of any such Subsequent Landlord in the Property for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) in the event of any default by any Subsequent Landlord as landlord under the Lease, and no other property or assets

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of any Subsequent Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to the Lease.

18. Lien Release. Lender waives and releases any and all contractual liens and security interests or common law, constitutional and/or statutory liens and security interests arising by operation of law to which Lender might now or in the future be entitled to on any of Tenant's personal property (except to the extent of Landlord's interest therein (if any)), and Landlord agrees not to grant any security interest in favor of Lender in connection with such personal property.

[NO FUTHER TEXT ON THIS PAGE]

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IN WITNESS WHEREOF, Lender and Tenant have duly executed this Agreement as of the date first written above.

LENDER:

UBS AG, STAMFORD BRANCH,

By:  _____

Name: Muhammad Afzal

Title: Director

By:  _____

Name: Rosa Duran

Title: Associate Director

Property of Cook County Clerk's Office

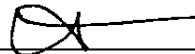
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STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

On the 9 day of July, in the year 2024, before me, the undersigned, personally appeared Muhammad Afzal, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed this instrument.

VICTORIA GRACE CARLEY
Notary Public, Connecticut
My Commission Expires March 31, 2028




Notary Public

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

On the 9 day of July, in the year 2024, before me, the undersigned, personally appeared Rosa Duran, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed this instrument.

VICTORIA GRACE CARLEY
Notary Public, Connecticut
My Commission Expires March 31, 2028




Notary Public

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The undersigned accepts and agrees to the provisions of Section 4 hereof:

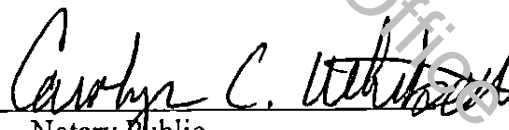
LANDLORD:

RREF III – P RANDHURST VILLAGE
TENANT, LLC, a Delaware limited liability
company

By: 
Name: Adam Ifshin
Title: President

STATE OF NEW YORK)
COUNTY OF WESTCHESTER)

On the 3 day of July, in the year 2024, before me, the undersigned, personally appeared Adam Ifshin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed this instrument.


Notary Public

CAROLYN C. WHITSETT
Notary Public - State of New York
No. 01WH6437904
Qualified in Westchester County
My Commission Expires 08/08/2026

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TENANT:

COSTCO WHOLESALE CORPORATION,
a Washington corporation

By: *Gail E. Tsuboi*
Name: Gail E. Tsuboi
Title: Vice President / Assistant Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING

I certify that I know or have satisfactory evidence that GAIL E. TSUBOI is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the VICE PRESIDENT/ASSISTANT SECRETARY of COSTCO WHOLESALE CORPORATION, to be its free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 1st day of August, 2024.

(Stamp)



Alice Truong
(Signature of Notary)

Notary public in and for the state of Washington,
residing at:

Redton WA

My appointment expires:

May 9, 2026

Subordination, Non-Disturbance
And Attornment Agreement

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EXHIBIT A

Legal Description

PARCEL A:

A TRACT OF LAND BEING PART OF LOT 1 IN RANDHURST CENTER SUBDIVISION- NO. 1, BEING A RESUBDIVISION OF LOT ONE IN RANDHURST CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RANDHURST CENTER RESUBDIVISION – NO. 1 RECORDED JULY 24, 1987 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 87408581, AND LOTS 1, 2, 3, 4 AND 14, IN RANDHURST CENTER RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN RANDHURST CENTER NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2022 IN COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2211857001, AND THE EXTERIOR BOUNDARY OF SAID TRACT AND LISTED EXCEPTIONS THERETO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON PIPE WITH CAP AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF EUCLID AVENUE, (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY) AS PRESENTLY ESTABLISHED, WITH THE EASTERLY LINE OF SAID LOT ONE IN SAID RANDHURST CENTER;

THENCE SOUTH 00 DEGREES 11 MINUTES 07 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID LOT ONE, A DISTANCE OF 2515.00 FEET TO A FOUND IRON PIPE WITH CAP ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST KENSINGTON AVENUE (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY), AS PRESENTLY ESTABLISHED;

THENCE LEAVING SAID EASTERLY LINE, NORTH 89 DEGREES 58 MINUTES 10 SECONDS WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF EAST KENSINGTON AVENUE, A DISTANCE OF 1521.60 FEET TO A FOUND IRON PIPE WITH CAP ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF EAST RAND ROAD (US ROUTE 12)(VARIABLE WIDTH PUBLIC RIGHT-OF-WAY), AS PRESENTLY ESTABLISHED;

THENCE ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF EAST RAND ROAD, THE FOLLOWING COURSES AND DISTANCES:

NORTH 67 DEGREES 56 MINUTES 02 SECONDS WEST, A DISTANCE OF 29.21 FEET TO A FOUND IRON PIPE WITH CAP;

NORTH 45 DEGREES 36 MINUTES 08 SECONDS WEST, A DISTANCE OF 168.11 FEET TO A FOUND IRON PIPE WITH CAP;

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THENCE NORTH 34 DEGREES 56 MINUTES 42 SECONDS WEST, A DISTANCE OF 99.76 FEET TO A SET REBAR WITH CAP ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTH ELMHURST ROAD (ILLINOIS ROUTE 83)(100 FOOT WIDE PUBLIC RIGHT-OF-WAY), AS PRESENTLY ESTABLISHED);

THENCE NORTH 00 DEGREES 07 MINUTES 10 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID NORTH ELMHURST ROAD, A DISTANCE OF 2334.74 FEET TO A CUT CROSS ON THE FOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF EUCLID AVENUE;

THENCE ALONG THE SOUTHERLY LINE OF EUCLID AVENUE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89 DEGREES 57 MINUTES 22 SECONDS EAST, A DISTANCE OF 499.93 FEET TO A SET REBAR WITH CAP;

ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 24505.35 FEET, THE CHORD OF WHICH BEARS SOUTH 88 DEGREES 45 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 1026.36 FEET, AN ARC LENGTH OF 1026.44 FEET TO A FOUND IRON PIPE WITH CAP;

SOUTH 87 DEGREES 35 MINUTES 47 SECONDS EAST, A DISTANCE OF 165.03 FEET TO A SET COTTON PICKER SPINDLE;

THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 24505.35 FEET, THE CHORD OF WHICH BEARS SOUTH 88 DEGREES 45 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 31.84 FEET, AN ARC LENGTH OF 31.84 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS COVERING THE RESULTING SUBJECT TRACT.

(BEARINGS BASED ON GRID NORTH, ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD'83, EAST ZONE).

EXCEPTING THE FOLLOWING FROM THE ABOVE-DESCRIBED PARCELS:

LOT 5 IN IN RANDHURST CENTER RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN RANDHURST CENTER NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2022 IN COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2211857001.

LOT 6 IN IN RANDHURST CENTER RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN RANDHURST CENTER NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11

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EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2022 IN COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2211857001.

LOT 7 IN IN RANDHURST CENTER RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN RANDHURST CENTER NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2022 IN COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2211857001.

LOT 8 IN IN RANDHURST CENTER RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN RANDHURST CENTER NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2022 IN COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2211857001.

LOT 9 IN IN RANDHURST CENTER RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN RANDHURST CENTER NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2022 IN COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2211857001.

LOT 10 IN IN RANDHURST CENTER RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN RANDHURST CENTER NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2022 IN COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2211857001.

LOT 11 IN IN RANDHURST CENTER RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN RANDHURST CENTER NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2022 IN COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2211857001.

LOT 12 IN IN RANDHURST CENTER RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN RANDHURST CENTER NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2022 IN COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2211857001.

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LOT 13 IN IN RANDHURST CENTER RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN RANDHURST CENTER NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2022 IN COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2211857001.

LOT 15 IN IN RANDHURST CENTER RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF LOTS 1, 2 AND 3 IN RANDHURST CENTER NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 2022 IN COOK COUNTY, ILLINOIS AS DOCUMENT NO. 2211857001.

AND ALSO EXCEPTING THE FOLLOWING:

PARCEL 29(**):

THAT PART OF LOT 1 IN RANDHURST CENTER RESUBDIVISION-NO. 1, BEING A RESUBDIVISION OF LOT ONE IN RANDHURST CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RANDHURST CENTER RESUBDIVISION - NO. 1 RECORDED JULY 24, 1987 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 87408581 LYING BELOW AN ELEVATION OF 670.55 (NAVD 88 DATUM) MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY SOUTHWEST CORNER OF ORIGINAL LOT 1 AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 360.59 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 188.76 FEET; THENCE NORTH 04 DEGREES 04 MINUTES 56 SECONDS WEST, A DISTANCE OF 39.92 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 22.66 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 19.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 29 DEGREES 12 MINUTES 18 SECONDS EAST AND A LENGTH OF 21.40 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY, 30.22 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 325.11 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 59 DEGREES 49 MINUTES 45 SECONDS EAST AND A LENGTH OF 30.21 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 56 DEGREES 27 MINUTES 15 SECONDS EAST, A DISTANCE OF 42.41 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 37.52 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 294.91 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 43 DEGREES 06 MINUTES 11 SECONDS EAST AND A LENGTH OF 37.50 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 34 DEGREES 51 MINUTES 03 SECONDS EAST, A DISTANCE OF 72.03 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 154.45 FEET

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ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 422.95 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 15 DEGREES 01 MINUTES 34 SECONDS EAST AND A LENGTH OF 153.59 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 33.81 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 26.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 41 DEGREES 06 MINUTES 54 SECONDS EAST AND A LENGTH OF 31.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 39 MINUTES 56 SECONDS EAST, A DISTANCE OF 352.49 FEET TO A POINT OF CURVE; THENCE EASTERLY AND SOUTHEASTERLY, 12.40 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 11.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 71 DEGREES 26 MINUTES 54 SECONDS EAST AND A LENGTH OF 11.81 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY, 20.84 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 61.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 50 DEGREES 16 MINUTES 17 SECONDS EAST AND A LENGTH OF 20.74 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE SOUTH 59 DEGREES 58 MINUTES 01 SECONDS EAST, A DISTANCE OF 51.51 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY, 49.87 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 67.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 81 DEGREES 07 MINUTES 54 SECONDS EAST AND A LENGTH OF 48.74 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 42 MINUTES 13 SECONDS EAST, A DISTANCE OF 77.05 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 0.58 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 28.46 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 1.94 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 298.50 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 26.50 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 161.50 FEET; THENCE NORTH 60 DEGREES 01 MINUTES 21 SECONDS WEST, A DISTANCE OF 165.50 FEET; THENCE SOUTH 29 DEGREES 58 MINUTES 39 SECONDS WEST, A DISTANCE OF 460.00 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 139.00 FEET TO THE POINT OF BEGINNING.

PARCEL 30(**):

THAT PART OF LOT 1 IN RANDHURST CENTER RESUBDIVISION - NO. 1, BEING A RESUBDIVISION OF LOT ONE IN RANDHURST CENTER, BEING SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RANDHURST CENTER RESUBDIVISION- NO. 1 RECORDED JULY 24, 1987 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 87408581 LYING ABOVE AN ELEVATION OF 670.55 AND BELOW AN ELEVATION OF 691.55 (NAVD 88 DATUM) MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY SOUTHWEST CORNER OF ORIGINAL LOT 1 AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG

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THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 360.59 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 188.76 FEET; THENCE NORTH 04 DEGREES 04 MINUTES 56 SECONDS WEST, A DISTANCE OF 39.92 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 22.66 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 19.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 29 DEGREES 12 MINUTES 18 SECONDS EAST AND A LENGTH OF 21.40 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY, 30.22 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 325.11 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 59 DEGREES 49 MINUTES 45 SECONDS EAST AND A LENGTH OF 30.21 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 56 DEGREES 27 MINUTES 15 SECONDS EAST, A DISTANCE OF 42.41 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 37.52 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 294.91 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 43 DEGREES 06 MINUTES 11 SECONDS EAST AND A LENGTH OF 37.50 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 34 DEGREES 51 MINUTES 03 SECONDS EAST, A DISTANCE OF 72.03 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 154.45 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 422.95 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 15 DEGREES 01 MINUTES 34 SECONDS EAST AND A LENGTH OF 153.59 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 33.81 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 26.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 41 DEGREES 06 MINUTES 54 SECONDS EAST AND A LENGTH OF 31.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 39 MINUTES 56 SECONDS EAST, A DISTANCE OF 352.49 FEET TO A POINT OF CURVE; THENCE EASTERLY AND SOUTHEASTERLY, 12.40 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 11.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 71 DEGREES 26 MINUTES 54 SECONDS EAST AND A LENGTH OF 11.81 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY, 20.84 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 61.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 50 DEGREES 16 MINUTES 17 SECONDS EAST AND A LENGTH OF 20.74 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE SOUTH 59 DEGREES 58 MINUTES 01 SECONDS EAST, A DISTANCE OF 51.51 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY, 49.87 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 67.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 81 DEGREES 07 MINUTES 54 SECONDS EAST AND A LENGTH OF 48.74 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 42 MINUTES 13 SECONDS EAST, A DISTANCE OF 77.05 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 0.58 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 28.46 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 300.44 FEET; THENCE SOUTH 29 DEGREES 58 MINUTES 39 SECONDS WEST, A DISTANCE OF 52.47 FEET; THENCE NORTH 60 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 18.67 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 100.84 FEET TO THE POINT OF BEGINNING OF THE TRACT

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HEREIN DESCRIBED; THENCE NORTH 59 DEGREES 52 MINUTES 46 SECONDS WEST, A DISTANCE OF 104.42 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 34.56 FEET; THENCE SOUTH 74 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 23.35 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 29 AS DEPICTED ON THIS TAX DIVISION PLAT; THENCE SOUTH 29 DEGREES 58 MINUTES 39 SECONDS WEST, ALONG SAID NORTHWESTERLY LINE OF PARCEL 29, A DISTANCE OF 9.45 FEET; THENCE SOUTH 15 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 82.59 FEET; THENCE NORTH 74 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 67.03 FEET; THENCE NORTH 29 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 53.93 FEET; THENCE SOUTH 60 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 15.17 FEET; THENCE NORTH 29 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 16.92 FEET TO THE POINT OF BEGINNING.

PARCEL 31(**):

THAT PART OF LOT 1 IN RANDHURST CENTER RESUBDIVISION- NO. 1, BEING A RESUBDIVISION OF LOT ONE IN RANDHURST CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RANDHURST CENTER RESUBDIVISION - NO. 1 RECORDED JULY 24, 1987 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 87408581 LYING ABOVE AN ELEVATION OF 691.55 AND BELOW AN ELEVATION OF 726.55 (NAVD 88 DATUM) MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY SOUTHWEST CORNER OF ORIGINAL LOT 1 AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 360.59 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 188.76 FEET; THENCE NORTH 04 DEGREES 04 MINUTES 56 SECONDS WEST, A DISTANCE OF 39.92 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 22.66 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 19.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 29 DEGREES 12 MINUTES 18 SECONDS EAST AND A LENGTH OF 21.40 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY, 30.22 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 325.11 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 59 DEGREES 49 MINUTES 45 SECONDS EAST AND A LENGTH OF 30.21 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 56 DEGREES 27 MINUTES 15 SECONDS EAST, A DISTANCE OF 42.41 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 37.52 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 294.91 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 43 DEGREES 06 MINUTES 11 SECONDS EAST AND A LENGTH OF 37.50 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 34 DEGREES 51 MINUTES 03 SECONDS EAST, A DISTANCE OF 72.03 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 154.45 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 422.95 FEET, SUBTENDED BY

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A LONG CHORD HAVING A BEARING OF NORTH 15 DEGREES 01 MINUTES 34 SECONDS EAST AND A LENGTH OF 153.59 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 33.81 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 26.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 41 DEGREES 06 MINUTES 54 SECONDS EAST AND A LENGTH OF 31.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 39 MINUTES 56 SECONDS EAST, A DISTANCE OF 352.49 FEET TO A POINT OF CURVE; THENCE EASTERLY AND SOUTHEASTERLY, 12.40 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 11.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 71 DEGREES 26 MINUTES 54 SECONDS EAST AND A LENGTH OF 11.81 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY, 20.84 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 61.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 50 DEGREES 16 MINUTES 17 SECONDS EAST AND A LENGTH OF 20.74 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE SOUTH 59 DEGREES 58 MINUTES 01 SECONDS EAST, A DISTANCE OF 51.51 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY, 49.87 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 67.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 81 DEGREES 07 MINUTES 54 SECONDS EAST AND A LENGTH OF 48.74 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 42 MINUTES 13 SECONDS EAST, A DISTANCE OF 77.05 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 0.58 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 28.46 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 134.03 FEET; THENCE NORTH 60 DEGREES 01 MINUTES 21 SECONDS WEST, A DISTANCE OF 65.45 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 15 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 50.33 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 26.43 FEET; THENCE SOUTH 74 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 51.65 FEET; THENCE NORTH 15 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 88.52 FEET; THENCE NORTH 29 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 244.70 FEET; THENCE NORTH 44 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 81.50 FEET; THENCE SOUTH 45 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 69.44 FEET; THENCE SOUTH 44 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 66.77 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 122.87 FEET; THENCE NORTH 60 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 7.36 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 82.13 FEET TO THE POINT OF BEGINNING, CONTAINING 0.590 ACRES, MORE OR LESS.

PARCEL 32(**):

THAT PART OF LOT 1 IN RANDHURST CENTER RESUBDIVISION- NO. 1, BEING A RESUBDIVISION OF LOT ONE IN RANDHURST CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID

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RANDHURST CENTER RESUBDIVISION - NO. 1 RECORDED JULY 24, 1987 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 87408581 LYING ABOVE AN ELEVATION OF 726.55 AND BELOW AN ELEVATION OF 744.55 (NAVD 88 DATUM) MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY SOUTHWEST CORNER OF ORIGINAL LOT 1 AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 360.59 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 188.76 FEET; THENCE NORTH 04 DEGREES 04 MINUTES 56 SECONDS WEST, A DISTANCE OF 39.92 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 22.66 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 19.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 29 DEGREES 12 MINUTES 18 SECONDS EAST AND A LENGTH OF 21.40 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY, 30.22 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 325.11 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 59 DEGREES 49 MINUTES 45 SECONDS EAST AND A LENGTH OF 30.21 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 56 DEGREES 27 MINUTES 15 SECONDS EAST, A DISTANCE OF 42.41 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 37.52 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 294.91 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 43 DEGREES 06 MINUTES 11 SECONDS EAST AND A LENGTH OF 37.50 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 34 DEGREES 51 MINUTES 03 SECONDS EAST, A DISTANCE OF 72.03 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 154.45 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 422.95 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 15 DEGREES 01 MINUTES 34 SECONDS EAST AND A LENGTH OF 153.59 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 33.81 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 26.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 41 DEGREES 06 MINUTES 54 SECONDS EAST AND A LENGTH OF 31.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 39 MINUTES 56 SECONDS EAST, A DISTANCE OF 352.49 FEET TO A POINT OF CURVE; THENCE EASTERLY AND SOUTHEASTERLY, 12.40 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 11.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 71 DEGREES 26 MINUTES 54 SECONDS EAST AND A LENGTH OF 11.81 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY, 20.84 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 61.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 50 DEGREES 16 MINUTES 17 SECONDS EAST AND A LENGTH OF 20.74 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE SOUTH 59 DEGREES 58 MINUTES 01 SECONDS EAST, A DISTANCE OF 51.51 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY, 49.87 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 67.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 81 DEGREES 07 MINUTES 54 SECONDS EAST AND A LENGTH OF 48.74 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 42 MINUTES 13 SECONDS EAST, A DISTANCE OF 77.05 FEET; THENCE NORTH 29

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DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 0.58 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 28.46 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 134.03 FEET; THENCE NORTH 60 DEGREES 01 MINUTES 21 SECONDS WEST, A DISTANCE OF 65.45 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 15 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 50.33 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 26.43 FEET; THENCE SOUTH 74 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 51.65 FEET; THENCE NORTH 15 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 88.52 FEET; THENCE NORTH 29 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 37.51 FEET; THENCE SOUTH 60 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 61.96 FEET; THENCE SOUTH 15 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 2.21 FEET TO THE POINT OF BEGINNING.

PARCEL A1:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, FOR INGRESS AND EGRESS BY VEHICULAR AND PEDESTRIAN TRAFFIC AND VEHICULAR PARKING UPON, OVER AND ACROSS THAT PORTION OF THE COMMON AREA AS IS CONSTRUCTED AND DEDICATED FOR SUCH PURPOSE, FROM TIME-TO-TIME, EXCEPT FOR THOSE AREAS DEVOTED TO SERVICE FACILITIES OR DRIVE-UP OR DRIVE-THROUGH CUSTOMER SERVICE FACILITIES AND EXCEPT FOR THOSE EXCLUSIVE PARKING AREAS SHOWN ON EXHIBIT D; AND FOR UTILITY EASEMENTS UNDER, THROUGH AND ACROSS THE COMMON AREA, AS MORE FULLY SET FORTH AND DESCRIBED IN THE DECLARATION OF COVENANTS, RESTRICTIONS AND RECIPROCAL EASEMENTS MADE BY RREF III-P RANDHURST VILLAGE, LLC, A DELAWARE LIMITED LIABILITY COMPANY DATED APRIL 28, 2022 AND RECORDED MAY 2, 2022 AS DOCUMENT NO. 2212222633

PARCEL A2:

A NONEXCLUSIVE STAIR #3 EASEMENT, ELEVATORS EASEMENT, GROUND FLOOR EXIT PASSAGEWAY EASEMENT, SECOND FLOOR PASSAGEWAY EASEMENT, HOTEL LOBBY EASEMENT, BASEMENT GARAGE EASEMENT, UTILITY CHASES EASEMENT, FIRE PUMP EASEMENT, STRUCTURAL SUPPORT AND MAINTENANCE EASEMENT, UTILITIES EASEMENT, EASEMENT FOR REPAIR OF ADJOINING STRUCTURES, EASEMENT FOR ENCROACHMENTS AND EMERGENCY ACCESS EASEMENT AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR 1 RANDHURST VILLAGE DRIVE, MOUNT PROSPECT, IL DATED MARCH 31, 2015 AND RECORDED APRIL 1, 2015 AS DOCUMENT NUMBER 1509141054 FOR THE PURPOSES SET FORTH IN SAID DOCUMENT.

PARCEL B:

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THE LEASEHOLD ESTATE, OVER THE LAND DESCRIBED IN PARCEL A, CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY RREF III – P RANDHURST VILLAGE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSOR, AND RREF III – P RANDHURST VILLAGE TENANT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSEE, DATED JULY 8, 2022 WHICH MEMORANDUM OF LEASE WAS RECORDED JULY 25, 2022 AS DOCUMENT NO. 2220647021 WHICH DEMISES THE DESCRIBED LAND FOR A TERM OF YEARS BEGINNING FEBRUARY 20, 2009 AND ENDING JANUARY 30, 2027 WITH FIVE (5) FIVE YEAR EXTENSION OPTIONS.

Property of Cook County Clerk's Office

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EXHIBIT B

DOUBLE DEEMED CONSENT LANGUAGE FROM LOAN AGREEMENT

Section 4.1.9(d) - To the extent that Lender's approval is required in connection with any proposed Lease or any proposed extension, amendment, termination or acceptance of the surrender (in whole or in part) of any Lease, Lender's approval shall be deemed to have been given, provided that (i)(A) Borrower's initial request for approval is submitted with the notation "**FIRST NOTICE. FAILURE TO RESPOND TO THIS REQUEST FOR APPROVAL WITHIN TEN (10) DAYS AFTER LENDER'S RECEIPT MAY RESULT IN THE REQUEST BEING DEEMED APPROVED BY LENDER**" prominently displayed in bold, all caps and fourteen (14) point or larger font and is accompanied by the proposed Lease or the proposed extension, amendment, termination or acceptance of surrender (in whole or in part) of a Lease and such other documents and information required to adequately evaluate such request and (B) within ten (10) days after Lender's receipt of the first request for approval, Lender fails to (1) approve or object to such request or (2) request additional documents and information required to adequately evaluate such request, and (ii)(A) Borrower submits a second request for approval with the notation "**SECOND AND FINAL NOTICE. IMMEDIATE RESPONSE REQUIRED. FAILURE TO RESPOND TO THIS REQUEST FOR APPROVAL WITHIN FIVE (5) DAYS AFTER LENDER'S RECEIPT SHALL CONSTITUTE DEEMED APPROVAL BY LENDER**" prominently displayed in bold, all caps and fourteen (14) point or larger font and such request for approval is accompanied by the proposed Lease or the proposed extension, amendment, termination or acceptance of surrender (in whole or in part) of a Lease and such other documents and information required to adequately evaluate such request and (B) within five (5) days after Lender's receipt of the second request for approval, Lender fails to (1) approve or object to such request or (2) request additional documents and information required to adequately evaluate such request. Notwithstanding anything to the contrary contained in any Loan Document, the terms of this Section 4.1.9(d) shall not apply in connection with any proposed Lease or any proposed extension or amendment of any Lease that contains or provides for (X) any preferential right to purchase all or any portion of the Property or any interest therein (other than with respect to a Pad Site that only applies to a stand-alone sale of such Pad Site and if sold, shall be sold in accordance with the provisions of Section 2.5.2) or (Y) any other terms that are reasonably likely to materially adversely affect Lender's rights or remedies under the Loan Documents.