COOK COUNTY, ILLINOIS FILED FOR OFFICER?

1987 SEP 11 PH 1: 44

87499189 9/03/87 FINAL

DIGITAL RIGHT OF FIRST REFUSAL AGREEMENT

#33.00

THIS ACKEPMENT is made and entered into this __O day of September, 1987 by and between Digital Equipment Corporation, a Massachusetts corporation ("Grantee") with its principal offices at 146 Main Street, Maynard, Massachusetts 01754-1418, LaSalle National Bank, not individually and personally but as Trustee under a Trust Agreement dated (arch 15, 1980 and known as Trust No. 102000 ("Trustee"), and Metropolitan Life Insurance Company, a New York corporation ("Grantor") with offices at One Madison Avenue, New York, New York 10010.

WITNESSETH:

WHEREAS, Grantee and Grantor entered into that certain Purchase Agreement of even date herewith (the "Purchase Agreement") whereby Grantee agreed to purchase and Grantor agreed to sell that certain real estate located in Cook County, Illinois consisting of three (3) parcels, the first parcel being legally described in Exhibit A attached hereto and made a part hereof ("Parcel I"), the second parcel being legally described in Exhibit B attached hereto and made a part hereof ("Parcel II"),

711547502

and the third parcel being legally described in Exhibit C attached hereto and made a part hereof ("Parcel III") (Parcel I, Parcel II, and Parcel III are sometimes hereinafter referred to as the "Property"), together with all of the buildings and improvements located on the Property including the 100 Northwest Point Office Building (hereinafter referred to as the "Improvements") (the Property and Improvements are sometimes collectively referred to as the "Project"):

whereas, Trustee is the owner and Grantor is the beneficial owner of unimproved real estate adjacent to the Project which is legally described on Exhibit D attached hereto and made a part hereof (the "Future Development Parcel"); and

WHEREAS, as a condition to Grantee's obligation to purchase the Project, Grantor agreed to grant Grantee a right of first refusal upon a sale of the Future Development Parcel, and a right of first opportunity to lease any office space in any office project developed by Grantor on the Future Development Parcel, all as hereafter provided.

NOW, THEREFORE, in consideration of the execution of the Contract, the premises, covenants, conditions and agreements as herein contained, Ten and No/100 Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Right of First Refusal for a Purchase.
- The right of first refusal for a purchase provided for in this paragraph 1 shall be in force and applicable in the event that Trustee and/or Grantor shall enter into a bona fide contract for the sale of the Future Development Parcel or some part thereof ("Part") which has been or at closing will be designated a "Building Site" pursuant to the Declaration of Covenants, Easements, Conditions and Restrictions for Northwest Point, as amended, dated December 30, 1982, executed by Trustee, and recorded as Document No. 26495247 ("Declaration"), or shall receive a bona fide written offer for the purchase of the Future Development Parcel or a Part that it or they intend to accept (Trustee and/or Grantor hereby (greeing that any such contract or acceptance of an offer shall state that it is subject to Grantee's right of first refusal granted hereunder) ("Real Estate Offer") from a third party ("Third Party") not affiliated in whole or in part with Grantor, in any of the following circumstances:
 - (i) A Real Estate Offer made at any time prior to the commencement of development of building (a "Future Building") on the Future Development Parcel (hereinafter "Development", it being understood that, for the purpose hereof, construction of the infrastructure alone shall not be deemed to constitute Development), or
 - (ii) In the event of the development of a Future Building on a Part, or the sale of a Part to a Third Party

after Grantee has elected not to exercise Grantee's right of first refusal for such Part, and, thereafter, prior to the commencement of development of another Future Building on the portion of the Future Development Parcel not previously so developed or sold, a Real Estate Offer is made for such remaining portion or a Part of such portion.

In any such event, Trustee and/or Grantor shall deliver to Grantee an executed copy of the Real Estate Offer, accompanied by all such information as was theretofore provided by Trustee and/or Grantor to the Third Party relating to the Future Development Parcel or the Part. The delivery by Trustee and/or Grantor to Grantee of the Real Estate Offer shall constitute an offer by the Trustee and/or Grantor to sell the Future Development Parcel or the Part to the Grantee on the terms set forth in the Real Estate Offer.

Grantee shall then have the first right and option to purchase the Future Development Parcel or the Part (or to cause the same to be purchased by the designee or designees, corporate or otherwise, of Grantee) upon the same terms and conditions as are stated in the Real Estate Offer, such option to be exercised by Grantee within the ten (10) business day period (the Offer Period") following receipt by Grantee of the Real Estate Offer.

B. In the event that on or before the last day of the Offer Period, the Grantee does not elect to purchase the Future Development Parcel or the Part, as aforesaid, then the Trustee and/or Grantor may sell the Future Development Parcel or the Part on

terms and conditions not more favorable in any material respect to the Third Party than those set forth in the Real Estate Offer, but not otherwise. If the proposed sale is not completed upon the terms and conditions contained in the Real Estate Offer, and within the time period (with such extensions of time for closing not to exceed sixty (60) days as the parties to the Real Estate Offer agree to) specified therein, or if the proposed sale is to be completed on terms and conditions more favorable in any material respect to the Third Party, then the rights of the Grantee under this Agreement shall be fully restored and reinstated as if such Real Estate Offer had never been made. Upon written notice to Grantee of the closing of the sale of the Future Development Parcel or the Part to the Third Party within the time period stated herein, such notice to include a statement certifying that the sale was completed on the same terms and conditions as in the Real Estate Offer, or if otherwise, setting forth wherein the terms and conditions differed, the right of first refusal to purchase the Future Development Parcel or that Part shall terminate and without further action of the parties hereto this Agreement and all rights and obligations of the parties hereunder as to the Future Development Parcel or that Part shall terminate and be of no further force and effect and shall automatically be deemed released of record.

C. In the event that on or before the last day of the Offer Period the Grantee elects to purchase the Future Development Parcel or the Part, the time and place for closing such

transaction (which shall, in any event, be within the time period specified in the Real Estate Offer), shall be established by the Grantee in a written notice given at least twenty (20) days in advance of such closing date to the Trustee and/or Grantor. the event that the Grantee elects to purchase the Future Development Parcel or the Part and fails for any reason (other than the default of the Trustee and/or Grantor) to close such transaction in accordance herewith, then the Grantee shall be deemed in default hereunder and without limitation of any other rights or remedies of Trustee and/or Grantor hereunder, or at law or in equity (but subject nevertheless to general legal principles as to mitigation of damages), (1/all rights of Grantee and obligations of Trustee and/or Grantor under this Agreement shall, without further action of the parties hereto, automatically terminate and this Agreement shall be deemed released of record and (ii) Trustee and/or Grantor shall have the right to sell the Future Development Parcel or the Part to any other party, on whatever terms and conditions Trustee and/or Grantor determines, free and clear of all rights of Grantee hereunder. In the event Grantee elects to purchase the Future Development Parcel or the Part and Trustee and/or Grantor fails for any reason (other than the default of Grantee) to close such transaction in accordance herewith, then Grantee shall have all rights or remedies available at law or equity, including specific performance (but subject nevertheless to general principles as to mitigation of damages). In connection with any closing hereunder, Trustee

87499189

shall, in any event, deliver to Grantee an assignment of all of its right, title and interest in and under paragraphs 9, 10, 11, 14 and 15 of the Annexation Agreement made by and between Trustee and the Village of Elk Grove Village and recorded May 1, 1981 as Document 255857110 as it relates to the Future Development Parcel.

- D. Notwithstanding anything herein to the contrary, Grantee's right of first refusal to purchase the Future Development
 Parcel or the Part shall automatically terminate, without further
 action of the parties hereto, at such time as Trustee and/or
 Grantor has commenced Development on the Future Development
 Parcel or the Part.
- E. Notwithstanding anything herein to the contrary, a conveyance and dedication of the Future Development Parcel or any part thereof to the Northwest Point Association (established and operating pursuant to and under the terms of the Declaration) for use as an open area and as part of the Common Properties as defined in the Declaration shall not be a Real Estate Offer as defined above, provided, however, that if, thereafter, the Future Development Parcel or some part thereof is reconveyed by the Association to Grantor, the same shall again become subject to all of the terms, conditions and agreements hereof, and provided further that if (in the alternative), thereafter, there is a Real Estate Offer to the Association itself for the Future Development Parcel or a Part, such Real Estate Offer shall be subject to the terms of this paragraph 1 and the Association, by its previous

acceptance of such conveyance and dedication from Trustee and/or Grantor, shall be bound thereby.

- F. Grantor and the Association shall not enter into a contract with a Third Party for the sale of any part of the Future Development Parcel which is not a Part as defined in subparagraph A, above.
- G. Notwithstanding anything herein to the contrary, a bona fide contract or a bona fide written offer for the sale of all or substantially al? of Grantor's or Trustee's remaining interest in Northwest Point Office Park (the "Park") (unless Grantor's or Trustee's only remaining interest in the Park is the Future Development Parcel) shall rot be a Real Estate Offer as defined above.

2. Leasing of Future Development Parcel.

When Trustee and/or Grantor conscructs any Future Building designed and developed for one or more of the following uses: office, product demonstration, training of employees and customers, equipment repair, storage and engineering research and development (said uses being hereafter collectively referred to as "Office Uses"), then Grantee shall have the first right and option to lease office space in such Future Building upon the following terms:

(a) Trustee and/or Grantor shall, prior to entering into leases with third parties for space in such Future Building, deliver to Grantee a good faith projected pro forma leasing schedule setting forth generally the amount of available

leaseable area in the Future Building, such floor plans and/or layouts as are then available, and other information then available which is customarily furnished to prospective tenants of similar buildings in the Northwestern Chicago Suburban area and which Trustee and/or Grantor intends to furnish to prospective tenants other than Grantee, and the business terms under which Trustee and/or Grantor, in good faith, believes that it will lease space in the Future Building (collectively the "Leasing Information").

- (b) For a period of thirty (30) days after delivery to Grantee of the Leasing Information (the "Business Terms Negotiation Period"), Grantor and Grantee agree to negotiate in good faith the business terms ("Business Terms") of a lease for such space as is desired by Grantee in such Future Building; provided, however, the Negotiation Period shall be terminated prior to the end of said thirty (30) day period in the event Grantee serves notice to Grantor stating that Grantee does not desire to enter into a lease for any portion of such Future Building ("Early Termination Notice").
- (c) In the event Grantee serves an Early Termination Notice, or in the event that, despite the good faith efforts of the parties, the parties fail to agree on the Business Terms within the Business Terms Negotiating Period, or in the event that Grantee elects to enter into a lease for only a portion of the leaseable area in such Future Building. Grantee's rights hereunder to lease space in the Future Building or (if the

parties do negotiate Business Terms) with respect to any space in the Future Building as to which Business Terms have not been negotiated, shall terminate automatically and the Trustee and/or Grantor may enter into leases with third parties for the Future Building or such portion thereof which Grantee did not so elect to lease on such terms and conditions as it reasonably deems appropriate, provided, however, that Grantee's election not to lease all or portion of space in a Future Building shall not deprive Grantee of its rights as provided for herein with respect to any later Future Building developed for Office Uses.

In the event that on or before the last day of the Business Terms Negotiation Feriod, the parties agree as to Business Terms, the parties shall in good faith utilize their best efforts to negotiate and enter into a lease for such Future Building or portion thereof on the basis of the Business Terms within sixty (60) days after the expiration of the Business Terms Negotiation Period (the "Lease Negotiation Cariod"). event that the Grantee elects to lease all or any portion of a Future Building and Trustee and/or Grantor and Grantes fail for any reason to complete negotiations of and to execute said lease, after Trustee and/or Grantor's good faith best efforts to do so as provided above, within the Lease Negotiation Period, then the Trustee and/or Grantor shall have the right to lease such Future Building, free and clear of all rights of Grantee, and Grantee's right of first opportunity to lease such Future Building shall automatically terminate.

- (e) Grantee shall have the first thirty (30) days of the Lease Negotiation Period ("Management Approval Period") in which to utilize good faith efforts to obtain approval of the Business Terms by management of Grantee having the authority to approve said Business Terms. In the event that Grantee is unable to obtain approval of Grantee's management within the Management Approval Period, after having used good faith efforts to do so as provided above, then the Trustee and/or Grantor shall have the right to lease such Future Building, free and clear of all rights of Grantee, and Grantee's right of first opportunity to lease such Future Building shell automatically terminate. Grantee shall notify Grantor promptly in the event and as soon as Grantee's management expressly and finally denies management approval.
- (f) The rights of Grantee hereunder shall apply only to the initial leasing of any Future Building designed and developed for one or more of the Office Uses and shall be binding on Trustee, Grantor and their respective successors and assigns with respect to Development undertaken by Trustee and/or Grantor and such successors and assigns, but shall not be binding on a Third Party which succeeds to the interests of Trustee and Grantor in and to the Future Development Parcel or the Part when Grantee elects not to exercise its Right of First Refusal pursuant to Section 1 of this Agreement.
 - Change of Eastern Boundary of Future Development Parcel ("Eastern Boundary").

Grantor may, by recordable written notice to Grantee

delivered and recorded at any time before a Real Estate Offer for the Future Development Parcel or the Part bounded in whole or in part by the Eastern Boundary, change the location of the Eastern Boundary, provided, however, that any land removed from the Future Development Parcel as a result of such change of the location of the Eastern Boundary shall be limited and restricted to the following uses and no others: landscaping and/or surface parking.

4. Notice.

Subject to the right of any party to designate a different address for itself by notice similarly given, any notice or demand which any party hereto is required or may desire to give or deliver to or make upon the other party shall be in writing and delivered or given or made by United States, postage prepaid registered or certified mail, return receipt requested, or by commercial overnight carrier, addressed as follows:

To Grantee:

Digital Equipment Corporation 111 Powdermill Road Maynard, Massachusetts 01754-1418 Attention: Manager

Corporate Real Estate Department

with a copy to the same address

Attention: General Counsel

To Trustee and Grantor:

Metropolitan Life Insurance Company One Madison Avenue New York, New York 10010 Attention: Senior Vice President Real Estate Investments

with a copy to:

Metropolitan Life Insurance Company 2021 Spring Road, Suite 300 Oak Brook, Illinois 60521 Attention: Vice President Real Estate Investments

Any notice of demand so given, delivered or made by United States mail shall be decided to have been given, delivered or made on the third (3rd) business day after the same is deposited in the United States mail as registered or certified mail, return receipt requested, addressed as above provided, with postage thereon fully prepaid. Any such notice, demand or document so given, delivered or made by commercial overnight carrier shall be deemed to be given, delivered or made on the next business day after delivery of the same to the commercial carrier.

5. Separability.

If any one or more of the provisions of this Agreement shall for any reason be held to be inapplicable, invalid, illegal or unenforceable in any respect, such inapplicability, invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the inapplicable, invalid, illegal or unenforceable provision had never been contained herein.

6. Rule against Perpetuities.

If and to the extent that any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and indure only after the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of Elizabeth II, Queen of England, living at the date of this Agreement.

7. Run with the Land.

It is intended that the agreements and covenants set forth in Paragraphs 1 and 2 of this Agreement shall be construed as covenants and not as conditions, and to the fullest extent legally possible, all covenants in Paragraph 1 shall run with the land. It is also intended that the agreements and covenants set forth in Paragraph 2 shall not run with the land.

8. Binding on Successors and Assigns.

This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, legal representatives, successors and assigns, except that the agreements and covenants set forth in Paragraph 2 shall inure to the benefit of those only of the successors and assigns of Digital which are Digital's subsidiaries or parents, or resulting corporations from a merger or other

corporate reorganization of Digital, or joint ventures in which Digital is a joint venturer.

Property of County Clerk's Office

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

GRANTEE:

Digital Equipment Corporation, a Massachusetts corporation

This instrument is executed by ALLE MATIGNAL BANK, not in Life Insurance Company, This instrument is executed by it sales an ional mask, not in bile likely personally but solely as Trustee, as aforesid, in the exercise of Corporation the power and authority conferred upon not ested in it as such Trustee. All the terms, provisions, stipulations, covenant and conditions to be performed by LA SALLE MATICANI EAX! are undertaken by it solely as Trustee, as aforesaid, and not individually and all figures. statements herein made are made on information and ellef and are to be construed accordingly, and no personal liability shall be <u>WICE-DREETHER</u> asserted or be enforceable against LA SALLE NATIONAL master reason. of any of the terms, provisions, stipulations, coverants and/or thecast Part Harest statements contained in this instrument. LA SALLE MATIONAL BANK as trustee as aforesaid, and not personally has executed the foregoing document at the direction of authorises perties for the sole purpose of binding the trust estate unfer main onal Bank, not individually trust. So personal liability is assumed by or may be asserted to a manual or man hereunder against said Bank personally.

Ily but as Trustee under

Trust Agreement dated March 15, 1980 and known as Trust No. 102000

APTEST

Assistant/ Secretary

This instrument was prepared by:

This striement is board a solg upon information and house of a information terms had by (@) benelicing or her elimanes of the dicreers that the understreet barreparentiler a sector 129 of the rath of flatements for sem

Frank L. Winter, 200 E. Randolph Dr., Suite 5900, Chicago, IL 60601

Return to Box 289



Return to Box 289

T0909

Frank L. Winter, 200 E. Randolph Dr., Suite 5900, Chicago,

Doningod,

This instrument was prepared by:

mierof aluementers to aton' and to pas no bossour journessed on sup baupinebau ed? daum ibeartolo Denestrang or beneficiaries adı va bədəinini noitomolai upon information and bai a upon

Assistant Secretary

Tolog & and si inomotore sist.

Jesistan

and known as must No. 102000 Trust Agreement dated March 15, 1980 and personally but as Trustee under

LaSalle Mational Bank, not individually

TRUSICE

Trustee's Exametration Rider Attached Hereth And Made A Part Hereof

sji

a New York corporation Wetropolitan Life Insurance Company,

C/C/T/S OFFICE **CRANTOR:**

Digital Equipment Corporation, a Massachusette corporation

CKANTEE:

as of the date first above written.

IN MILHEZZ WHEREOF, the parties have executed this Agreement

COMMONWEALTH OF MASSACHUSETTS)
country of <u>Middlosex</u>) ss.
I, Chord A. Make. a notary public in and
for said County, in the State aforesaid, DO HEREBY CERTIFY that
Neal D. Macron personally known to me to be the
Agr. Corp. Real Estate of Digital Equipment Corporation, a Massachusetts
corporation, and personally known to me to be the same person
whose name 4s subscribed to the foregoing instrument, appeared
before me this day in person and acknowledged that as such
Har Carp Real Estate of said corporation, he signed and delivered the
said instrument, and caused the corporate seal of said corpora-
tion to be affixed thereto, pursuant to authority given by the
Board of said corporation as his free and voluntary act and as
the free and voluntary act of said corporation, for the uses and
purposes therein set forth.
GIVEN under my hand and Notarial Seal this day of
September, 1987.
Chair as Make
Notary Public
My Commission Expires:
My Commission Expires:
1018193

FLW474D

UNOFFICIAL COPY

STATE OF ILLINOIS) SS COUNTY OF COOK JOAN LOSSACE, a notary public in and for said State aforsaid, DO HEREBY CERTIFY County. the MILLIAN J. BORNBOFF _ personally known to me to be the VICE-PYESIDENT of Metropolitan Life Insurance Company, a New York corporation, and 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 as of said corporation, he signed and delivered the said instrument, and caused the corporate seal of said corporation to be affixed the eto, pursuant to authority given by

GIVEN under my hand and Notarial Seal this 9th day of September, 1987.

the Board of said corporation is his free and voluntary act and

as the free and voluntary act of said corporation, for the uses

My Commission Expires:

and purposes therein set forth.

Notary Public

FLW474D

UNOFFICIAL COPY

STATE OF ILLINOIS) SS
COUNTY OF COOK)
I,, a notary public in and
for said County, in the State aforesaid, DO HEREBY CERTIFY that Corinne Bek personally known to me to be the
President of LaSalle National Bank, a national
banking association, and ta Slima Welton personally known to me to
be the Secretary of said association, and personally
known to me to be the same persons whose names are subscribed to
the foregoing instrument, appeared before me this day in person
and severally acknowledged that as such President
and Secretary of said association, they signed
and delivered the said instrument and caused the corporate seal
of said association to be affixed thereto, pursuant to authority
given by the Board of said association as their free and volun-
tary act and as the free and voluntary act of said association,
for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this day of
September, 1987.
No ka double
Notary Public

8749918

My Commission Expires:

2 37 18

PLW474G UNOFFICIAL COPY

EXHIBIT A

Legal Description

PARCEL I

Lot 5 in The Park At Northwest Point, being a subdivision of parts of Section 15, 16, 21 and 22, all in Township 41 North, Range 11 East of the Third Principal Meridian, in accordance with nt No.

Coot County Clerk's Office the plat of subdivision thereof recorded August 5, 1987 as Document No. 87433382, in Cook County, Illinois.

FLW474H

UNOFFICIAL COPY ,

EXHIBIT B

Legal Description

PARCEL II

Lot 6 in The Park At Northwest Point, being a subdivision of parts of Section 15, 16, 21 and 22, all in Township 41 North, Range 11 East of the Third Principal Meridian, in accordance with Ro. 6
COOK COUNTY Clerk's Office the Plat of subdivision thereof recorded August 5, 1987 as Document No. 87433382, in Cook County, Illinois.

FLW4741

UNOFFICIAL COPY

EXHIBIT C

Legal Description

PARCEL III

Lot 9 in The Park At Northwest Point, being a subdivision of parts of Sections 15, 16, 21 and 22, all in Township 41 North, Range 11 East of the Third Principal Meridian, in accordance with Pa. of No. 81 the plat of subdivision thereof recorded August 5, 1987 as Document No. 87433382, in Cook County, Illinois.

Exhibit D Legal Description Future Development Parcel

PART OF LOT 1 IN THE PARK AT NORTHWEST POINT, A SUBDIVISION OF PARTS OF SECTIONS 15, 16, 21 AND 22 IN TOWNSHIP 41, NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON AUGUST 5, 1987, AS DOCUMENT NO. 87433382, SAID PART OF LOT 1 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PART OF LOT 1 IN THE PARK AT NORTHWEST POINT LYING NORTH AND NORTHWESTERLY OF A LINE (HEREINAFTER REFERRED TO AS LINE "%") DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY TERMINUS OF AN EASTERLY LINE OF SAID LOT, 1, HERETOFORE SHOWN AS 909.29 FEET IN LENGTH ON THE AFOREMENTIONED PLAT OF THE PART AT NORTHWEST POINT;

THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE A
DISTRANCE OF 625.01 FEET TO THE POINT OF BEGINNING OF LINE "A";
THENCE SOUT WESTERLY ALONG LINE "A" A DISTANCE OF
529.48 FEET TO ITS SOUTHWESTERLY TERMINUS, BEING ALSO THE
NORTHERLY TERMINUS OF A WISTELRY LINE OF LOT 1 SHOWN AS 159.76
FEET IN LENGTH ON THE AFORT ENTIONED PLAT OF THE PARK AT
NORTHWEST POINT, AND HERETOFORE SHOWN AS AN EASTERLY LINE OF
NORTHWEST POINT BOULEVARD ON THE PLAT OF DEDICATION OF SAID
BOULEVARD, RECORDED IN THE RECONDER'S OFFICE OF COOK COUNTY,
ILLINOIS, ON APRIL 12, 1983 AS DOCUMENT NO. 26566052;
IN COOK COUNTY, ILLINOIS.

Address 100 Nonthwest Point Elkonore Village

PERMANENT REAL ESTATE INDEX NUMBERS:

08-21-202-067-0000;

08-21-202-068-0000;

08-21-202-069-0000;

08-21-202-070-0000;

08-22-100-008-0000;

08-22-100-009-0000;

08-22-100-010-0000.