Recording requested by and when recorded return to:
Regina Yoho
Chicago Title Insurance Company 5775-C Peachtree Dunwoody Road Suite 200
Atlanta, Georgia 30342 (800) 282-7997 x123

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COOK COUNTY RECORDER

#### MEMORANDUM OF LEASE

#### **PARTIES**

9100

#### WITNESSETH:

WHEREAS, Landlord owns in 'ee simple that certain shopping center (herein referred to as "Shopping Center") located in the City of Chicago, County of Cook, State of Illinois more particularly described in Exhibit "A" attached hereto and made a part hereor, and as depicted on the site plan (the "Site Plan") attached hereto as Exhibit "B" and made a part hereor, and

WHEREAS, Tenant has leased from Landlord a building to be constructed in the Shopping Center on the terms and conditions more particularly set forth in that certain lease of even date herewith by and between Landlord and Tenant (herein referred to as "Lease") together with the loading dock area (which includes the truck wells), the trash compactor pad, dumpster pad and generator pad, (shown as "The Sports Authority" on the Site Plan), a non-exclusive easement and right to use all site improvements serving the Shopping Center, the Common Areas and all public and common facilities erected or serving the Shopping Center and intended for common use, including, but not limited to: all entrances, exits, driveways, roadways, service drives, parking areas, curbing, sidewalks, landscaping, lighting and control signs and all utilities servicing the Shopping Center and all licenses, rights, privileges and easements appurtation thereto as further described in the Lease; and

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WHEREAS, Landlord and Tenant desire to enter into this Memorandum to give no ice of said Lease and all of its terms, covenants and conditions to the same extent as if said Lease were fully set forth herein.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration including the rents reserved and the covenants and conditions more particularly set forth in the Lease, Landlord and Tenant do hereby covenant, promise and agree as follows:

#### **LEMISED PREMISES**

Landlord does demise and lease unto Tenant and Tenant does take and

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Prepared by Lisa Aiello, Esq. The Sports Authority, Inc., 3383 N. State Rd. 7, Ft. Lauderdale, FL 33319

Property of Cook County Clerk's Office

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lease from Landlord for the Lease Term (as herein defined), (i) Tenant's building which shall include a complete building unit containing approximately thirty-six thousand five hundred thirteen (36,513) square feet of floor space as measured from the exterior face of exterior walls and the center line of interior walls (herein, "Completed Building" or the "Building"), the loading dock area and the trash compactor pad, generator pad and dumpster pad (collectively designated THE SPORTS AUTHORITY on Exhibit "B" attached hereto and made a part hereof; for purposes of Articles 1, 4, 6, 7, 10, 11, 12, 16 and 19 hereof, the terms "Completed Building" or "Building" shall include the loading dock area, the trash compactor pad, generator pad and dumpster pad), and (ii) a non-exclusive easement and right to use the site improvements to be constructed as hereinafter specified by Landlord and Tenant (herein "Site Improvements") and all public and common facilities erected or serving the Shopping Center and intended for common use; including, but not limited to, all entrances, exits, driveways, parking areas, walks, service drives and all utilities servicing said property (herein, "Common Area" or "Common Areas"). Tenant's Building shall be in the location and of the dimensions as depicted on Exhibit "B".

Tenant's aviiding together with all licenses, rights, privileges and easements, appurtenant thereto, shall be herein coller, with referred to as the "Demised Premises" and shall be a part of the Shopping Center.

#### **TERM**

2. The lease term shall commence upon the Date of Occupancy (as such term is defined in the Lease) and shall terminate upon such date as shall be fifteen (15) years from the last day of the month in which said Date of Occupancy shall occur; provided, however. Tenant shall have the option to extend the lease term for three (3) successive periods of five (5) additional years each and Tenant shall have, unless the last day of the Lease Term shall be January 31 of any year, the option to extend (or further extend, as the case may be) the term of the Lease to be the January 31 next succeeding the date upon which the term of this Lease would expire but for the exercise of this option. The phrase "Lease Term" as used in the Lease and this Memorandum shall be the term of the Lease and any extension thereof as provided herein and in the Lease

#### **BUILDING AREAS**

3. Landlord represents, warrants and covenants hat prior to the date hereof and as a condition of the Date of Occupancy, and throughout the Lease Term that Landlord shall not have erected or will not erect any buildings, structures or improvements upon the land described in Exhibit "A", except as shown on the Site Plan and Landlord shall not allow or permit in any portion of the Shopping Center any kiosk or other form of temporary building or structure.

Landlord represents, warrants and covenants that prior to the Date of Date of Date of Possession and as a condition to the Date of Occupancy and throughout the Lease Term, any building to be located on the area depicted on Exhibit "B" and designated "Outlot Area" shall not exceed 3,690 square fect of floor area and be no greater than the lesser of one (1) story or eighteen (18) feet in height, measured perpendicular from the finished floor elevation to the top of the roof structure, including any screening parapet, penthouse, mechanical equipment or similar appurtenance located on the roof of such building:

Landlord represents, warrants and covenants that as a condition to the Date of Occupancy and throughout the Lease Term, Landlord shall not permit any changes or deviations from the elevations attached hereto and made a part hereof as <a href="Exhibit" "E-1" (herein "Approved Elevations to the Shopping Center") without the prior written consent of Tenant.</a>

#### **COMMON AREAS**

4. Landlord covenants that the aggregate area provided for the parking of automobiles upon the land described in <u>Exhibit "A"</u> and intended for common use shall, during the Lease Term, be sufficient to accommodate not less than the following on the basis of arrangement depicted on the Approved Site Improvement Drawings and Specifications: 3.8 parking spaces for each one thousand (1,000) square feet of floor area in the Shopping Center; (herein the "Required Parking Ratio"). The parking spaces required above shall be a "standard size" and shall have a minimum width of eight feet (8') on center measured at right angles to the side line of the parking space and shall have a minimum length of nineteen feet (19') (note the site plan indicates that a typical stall is 8'6" wide and 19" deep).

Landlord shall provide the temporary and permanent asphalt driveways running from the adjoining profice streets around the front and southeast side of Tenant's compacted pad/Building and other Shopping Center buildings by the dates set forth in the Construction Schedule and in accordance with the Approved Site Improvement Drawings and Specifications for the purpose of receiving and delivering materials, fixtures, merchandise and other property. Such driveways shall be of sufficient width to permit the passage, unloading and, if necrosary, the turning around of trailer trucks and other commercial vehicles as set forth in the Approved Site Improvement Drawings and Specifications. Landlord covenants to maintain said driveways for the length of the Lease Verm.

As a condition to the Date of Occupancy and throughout the Lease Term, there shall be adequate (i.e. - length and width to accommodate Tenant's requirements as set forth in the Approved Site Improvement Drawings and Specifications) sidewalks, driveways, service drives, roadways and entrances for automotive and pedestrian ingress and agreess to and from the Common Areas and adjacent public streets and adjacent public streets and highways, as depicted on Exhibit "B".

Tenant may, at any time, utilize "TSA's Promotional Area" designated on the Site Plan for grand opening and promotional events, outdoor shows, ertertainment or such other uses which, in Tenant's sole judgment, tend to attract the public (subject to the restrictions set forth in Article 21 of the Lease).

Landlord covenants that Landlord (including Landlord's agents, employees and contractors) shall perform and Landlord shall use commercially reasonable enforts to cause every other owner, occupant and tenant in the Shopping Center to perform all construction, reconstruction or renovation of all or a portion of the Shopping Center (as now or hereafter constituted) in the following manner:

(i) All construction, alteration or repair work, undertaken by any owner, occupant or tenant (herein, "party") of the Shopping Center upon any portion of the Shopping Center, shall be performed in a neat, safe and workmanlike manner and shall be accomplished in the most expeditious, diligent and speedy manner possible. The party undertaking such work shall take all reasonable measures to minimize any disruption or inconvenience caused by such work to the other parties and shall make adequate provisions for the safety and convenience of all parties. Such work shall be accomplished by the party undertaking it in such a manner so as to minimize any damage or adverse effect, including dust and noise, which might be caused by such work to the other parties and the affected portion of the Shopping Center and cause as little disruption of and interference with use of the Common Areas and other portions of the Shopping Center as possible. The party undertaking such work shall repair at its own cost and expense any and all damage caused by such work and shall restore the affected portion of the Shopping Center upon which such work is performed to a condition equal to or better than the condition existing prior to beginning such work. In addition, the party undertaking such work shall pay all costs and expenses associated therewith and shall indemnify, defend and hold Tenant and the other parties harmless from all damages, losses or claims attributable to the performance of such work. Without limiting the generality of the foregoing, in connection with any action to enforce this indemnity (as distinguished from any

action against the indemnifying party by its employees), the indemnifying party hereby waives any immunity, defense, or protection that may be afforded by workers' compensation, industrial insurance or similar laws. Each party shall use good faith efforts to cause its contractors and subcontractors to include such indemnity provisions in their contracts pertaining to work in the Shopping Center.

- Utility Connections. Any work performed by any party to connect to, repair, relocate, maintain or install any storm drain, utility line, sewer, water line, gas line, telephone conduits or any other public utility service shall be performed so as to minimize interference with the provision of such services to any other party. No party shall interfere with any such public utilities and services if such interference would disrupt the orderly development and operation of the businesses conducted by any other party on any other portion of the Shopping Center. The party performing such work shall bear the cost of any overtime or other additional expense necessitated by such request. Any work or installation, alteration, replacement or rapair of utility installations which requires interference with the paving in the parking area or drivativals in the Common Area shall be undertaken with particular care so as to minimize the impact upon traffic circulation within the Common Area and access of all users to the various business establishments in the Shopping Center.
- Compliance with laws. All construction work undertaken by any party shall comply with any plans and specifications herefor approved pursuant to this Lease, the requirements of all applicable governmental authorities having jurisdiction and all applicable laws, ordinances, rules and regulations of such authorities, including without limitation, zoning laws and building codes. Each party shall also scoure all necessary licenses and permits from governmental bodies and agencies prior to commencing its construction work.
- (iv) Time Restrictions. Except for the initial renovation of the buildings and improvements comprising the Shopping Center as provided for under this Lease (including the initial construction of Phase II of the Shopping Center), no construction activity, including storage of construction equipment or materials, shall be conducted or permitted in the Common Areas during the period from August 1 through August 31 or during the period from November 1 through December 31 of any calendar year unless such construction activity is conducted only within an enclosed area without obstruction to any part of the parking areas, driveways, walkways, or accesses, or unless such construction activity is required in connection with emergency repairs or as a result of a casually and in such instance the construction activity shall be conducted pursuant to the requirements of this Lease.
- (v). Fencing Off Construction. Each party shall, at its own cost and expense upon request of the party(ies) open for business. fence off or cause to be fenced off any development, construction, repair, alteration or remodeling work performed by the party on any exterior portion of the Shopping Center. Fencing shall be of such height and of a construction sufficient to protect existing facilities in the Shopping Center from dust, debris and other inconveniences occasioned by such work, and to protect users from safety hazards resulting from such work. In addition, such fencing shall be constructed of materials which are architecturally harmonious, and which shall further be subject to written approval of Landlord and Tenant, said approval not to be unreasonably withheld or delayed.
- (vi) Staging and Interference. Landlord and Tenant shall use reasonable efforts not to interfere with the other parties' construction activities. Landlord shall use reasonable efforts to coordinate other parties' construction activities and staging areas with Tenant's construction activities and Tenant's Staging Area so as to minimize interference with Tenant's operations.

to avoid the undermining of any footings, to prevent the obstruction of the parking area in front of Tenant's Building and to minimize interference with the visibility of Tenant's Building from all surrounding roadways

(vii) Condition of Work Site During any parties' construction, the construction site and surrounding area shall be kept reasonably clean and free of construction material, trash and debris by the party performing such construction and the constructing party shall take appropriate precautions to protect against personal injury and property damage to the owners, other tenants, licensees, permittees or invitees.

#### **USE RESTRICTIONS**

During the Lease Term, Landlord, its successors and assigns, agree not to permit or suffer any space in the Shopping Center, as the same is now or hereafter constituted to be used for the sale of sporting goods, it being the intention of the parties that Tenant, shall have the exclusive right in the Shopping Center as invior hereafter constituted, to operate and conduct in the Demised Premises a sporting goods business. For purposes of this Lease, sporting goods shall include but not be limited to: men's, women's and children's athletic sportswear and apparel; athletic footwear (which shall also include, without limitation, in-line roller skates and ice skates); bicycles; fitness equipment; golf and racquet equipment; camping equipment; marine, fishing and hunting gear; water sports equipment; ski equipment and apparel; team sports equipment and apparel; sports related paraphernalia and memorabilia; sports licensed products; sports related books and videos and general recreational merchandise. To that end, Landlord, its successors and assigns, shall not permit or suffer the use of any space in the Shopping Center as set forth in Exhibit "A" as the same are now or hereafter constituted to operate in direct competition with Tenant such that the principal use of such store is for the operation and conduct of a sporting goods store. The parties acknowledge that the term "direct competition" at used aforesaid, shall not include the use of space for sporting goods as an incidental and minor use of such space where the sale of sporting goods (whether individually or in the aggregate) is less than five percent 5% in both dollar value and sale of inventory and occupies no more than 1,000 square feet or five percent (5%) of the floor space (which shall include one half of the relative aisle space) of the business operations therein whichever is tess. Notwithstanding the foregoing, the tenant, OfficeMax shall not be subject to the foregoing exclusive so long as Landlord, its successors and assigns, agree not to permit OfficeMax or its successors and assigns during the term of the OfficeMax lease to become a sporting goods superstore. In addition, the regart, TJMaxx shall not be subject to the foregoing exclusive provided, Landlord, its successors and assigns, agree not to permit TJMaxx or its successors and assigns during the term of the TJ Maxx lease to sell sporting goods, except as incidental to its primary business.

The Shopping Center to be constructed by Landlord may be used for any lawful commercial retail purpose; provided, however, that no portion thereof shall be occupied or used, directly or indirectly, for any of the following uses:

- (i) a bowling alley, carnival, fair, arcade, game room, skating rink, pool room or billiard room;
- (ii) a massage parlor, peep show store, head shop store, topless or strip club or adult book store (which shall mean a store which sells or offers for sale sexually explicit printed materials, audio or videotapes or films and sexual devices) or any other similar store or club;
- (iii) a bar, tavern, pub, restaurant or other establishment whose reasonably projected annual gross sales or revenues from the sale of alcoholic heverages for on-premises consumption exceeds fifty percent (50%) of the gross sales and revenues of such business and further provided that such otherwise permitted establishments shall only be located in the Outlot

Area.

- (IV) a ballroom, dance hall, discotheque, beauty school, harber college, theater, health club or spa. filness center or workout facility, offices (other than a full service bank office, savings and loan association office, or credit union and offices used as an incidental part of the operations of a retail occupant), place of instruction, reading room or any operation catering primarily to students or trainees rather than to customers;
- (V) for the sale of fireworks;
- (vi) for any use which emits an obnoxious odor, noise, or sound which can be heard or smelled outside of any building in the Shopping Center;
- for any assembling, manufacturing, distilling, refining, smelting, agricultural or mining (vii) operations,
- a "second hand" or surplus store; (viii)
- a mobile home park, trailer court, labor camp, junkyard or stockyard; (IX)
- (x) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located adjacent to the rear of any retail facility);
- any central laundry, dry cleaning plant or laundromat; (ix)
- (iix) any automobile, truck, trailer or recreational vehicle sales, leasing display or truck or trailer repair facility;
- (iiix) any living quarters, sleeping apartments or lodging rooms;
- any veterinary hospital or animal raising facilities (rescept that this prohibition shall not prohibit (vix) -10/45 pet shops);
- (xv) any mortuary or funeral homes;
- (VIX) any car wash or car repair facility; or
- (XV) flea market.

All business operated in the Shopping Center shall be operated on a full-time basis during at least normal business hours Monday through Saturday; no business shall be operated on a part-rime basis (e.g., for only a portion of the week or month) and no business shall be operated seasonally (e.g., a Christmas or Halloween store open for only one month per year or a tax preparation facility). The foregoing shall not require the continuous use or occupation of any portion of said Shopping Center but is only intended to prohibit businesses in said shopping center which operate on a part-time basis for only a portion of the week or month, such as a discount store operation which is open only as it has stock available to sell.

No building, structure or business shall be constructed or operated in the Shopping Center which shall be inconsistent with the operation of a family type, retail shopping center and any building. structure or business shall be attractive, both in its physical characteristics and in appeal, to customers and retail trade

Excluding TSA's Promotional Area, no use of the Shopping Center shall interfere with the use of the Common Areas or improve the free flow of pedestrian or vehicular traffic thereon.

The Shopping Center and any improvements thereon shall be continuously maintained and repaired so as to at all times be in a first class condition, free and clear of all debris and accumulation of ice, snow and water.

#### SIGNS

6. The Demised Premises shall be referred to by only such designation as Tenant may indicate. Landlord expressly recognizes that the service mark and trademark "The Sports Authority" is the valid and exclusive property of Tenant and Landlord agrees that it shall not either during the Lease Term or thereafter, threatly or indirectly, contest the validity of said mark "The Sports Authority" in any form and in any related trademarks or any of Tenant's registrations pertaining thereto, in the United States or elsewhere, nor adopt or use said mark or any term, word, mark or designation which is in any aspect similar to the mark of Tenant. Landlord further agrees that it will not at any time do or cause to be done any act or thing, directly or indirectly, which corrects or in any way impairs or tends to impair any part of Tenant's right, title and interest in the aforesaid mark and analord shall not in any manner represent that it has ownership interest in the aforesaid mark or registrations therefor. Landlord specifically acknowledges that any use thereof pursuant to the Lease shall not create in Landlord any right, title or interest in the aforesaid mark.

Tenant shall have the option to erect, at its sole cost and expense subject to the approval of the appropriate governmental agencies the following signage of such height and dimensions as Tenant shall determine and bearing such legend or inscription as Tenant shall determine: (i) the exterior signage as shown in <a href="Exhibit">Exhibit "E"</a> attached to the Lease and made a part thereof upon all sides of the exterior of the Building, (ii) a temporary sign (as specified in Tenant's Prototypical Plans and Specifications) in the location designated on the Site Plan as "TSA Temporary Sign" from and after the commencement of construction and through the Date of Occupancy, (iii) "Coming Soon" and "Grand Opaning" banners and balloons upon any portion of the Demised Premises provided Tenant has secured the necessary governmental permits and approvals, and (iv) if applicable, Tenant may utilize any portions of the existing or hereafter constructed Pylon Sign (as defined below) structure to place temporary "Coming, Soo," designation panels from and after the commencement of construction or the installation of such Pylon Sign Prosture through the Date of Delivery of Possession.

Tenant shall have the option to utilize the lighting standards in the parking lot of the Shopping Center for advertising purposes by attaching, or causing to be attached, signs advertising any and all products and services as Tenant shall elect and Tenant's name

Landlord shall, at Landlord's sole cost and expense, install one (1) forty [cot (40)] pylon sign in the location designated "Pylon Sign" on Exhibit "B" by the date set forth on the Construction schedule. Such Pylon Sign shall be of the dimensions and composition as shown on Exhibit "L" attached to the Lease and made a part thereof. Tenant shall have the right to be a participant on the Pylon Sign. Tenant shall, at Tenant's sole cost and expense, fabricate and install Tenant's double faced sign panel on the Pylon Sign bearing such legend or inscription as Tenant shall determine and shall be in the first (1st) Tenant designation panel from the top of the Pylon Sign (as designated on Exhibit "L"). Tenant's sign panel shall be equal to or greater in size than all other tenant designation panels and equal to or greater in size than at least seven (7) feet high and eleven (11) feet wide. Each user will bear the entire expense of the cost and installation of its individual sign panel in the pylon. Tenant will pay its share of the cost to maintain and repeir the pylon structure (which shall be calculated based on Tenant's sign panel as a percentage of the total square footage of signage on the pylon). Subject to the approval of the appropriate governmental agencies, Tenant will be permitted to illuminate its panels on the pylon and monument sign from dusk to dawn on a daily basis.

Other than the signage referenced in this Article, Landlord shall not permit any other signs billboards or posters to be displayed on any portion of the Demised Premises, nor shall Landlord erect a pylon or monument sign on any of the property described in <a href="Exhibit"A" or the Shopping Center as now or hereafter constituted without the consent of Tenant. Tenant shall have the right to be a participant on any additional signage erected on the property described in <a href="Exhibit"A" and Tenant's signage shall be in the first (1st) Tenant designation position on such signage and Tenant's sign panel shall be equal to or greater in size than all other tenant designation panels. In the event that Tenant participates in any additional signage, such signage shall be placed in a location mutually acceptable to Landlord and Tenant and Tenant shall approve the overall composition, elevation and specifications of any additional signage. Tenant will pay its share of the sign structure costs based upon the square footage of Tenant's sign as a percentage of the total square footage of signage on the sign.

### MAINTENANCE OF SHOPPING CENTER

Candlord shall cause the Shopping Center and any improvements thereon shall be continuously maintained and repaired so as to at all times be in a first class condition, free and clear of all debris and accumulation of ice, snow and water. Notwithstanding anything contained herein to the contrary, and in addition to all other rights and remedies Tenant has under this Lease, in the event Landlord shall fail to maintain, replace and repair any from or matter within Tenant's Self Help Common Area in accordance with the standards enumerated herein, then Tenant may after the continuance of such default for seven (7) days after written notice thereof by Tenant to Landlord (except in the event of an emergency, including without limitation, Landlord's failure to shovel show, in which case no prior notice shall be required) cure such default(s) all on behalf of and at the expense of Landlord and do all necessary work and make all necessary payments in connection therewith and Landlord shall, on demand, pay Tenant, forthwith, the amount so paid by Tenant together with Interest thereon at the tricre it Rate from the date of payment by Tenant of such amounts until Tenant shall be fully reimbursed and Tenant may, to the extent necessary, withhold any and all payments of Annual Minimum Rental, Additional Rental, and other charges payable by Tenant pursuant to the provisions of this Lease and apply the same to the payment of such indebtedness.

#### PURPOSE

8. The sole purpose of this instrument is to give notice of said Lease and all its terms, covenants and conditions to the same extent as if said Lease were fully set both herein. The Lease contains certain other rights and obligations in favor of Landlord and Tenant which are more fully set forth therein.

#### BINDING EFFECT/COVENANTS RUN WITH THE LAND

9. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, run inistrators, successors and assigns for the term of the Lease and any extensions thereof. All covenants and agreements of this Lease shall run with the land described in Exhibit "A".

(EXECUTION PAGE FOLLOWS)

\* Memorandum

7-28-97 RIDER ATTACHED TO AND MADE A PARTY OF LEASE DATED

This LEASE is executed by LaSALLE NATIONAL BANK not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated 2-7-97 and known as Trust No. at LaSALLE MATIONAL BANK, to all provisions of which Trust Agreement this LEASE is expressly made subject. It is expressly understood and agreed that nothing herein or in said LEASE contained shall be construed as creating any liability whatsoever against said Trustee personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenants, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by said Lessee, and that so far as said Trustee is concerned the owner of any indebtedness or liability accepting hereunder shall look solely to the premises hereby leased for the payment thereof. It is further understood and agreed that said Trustee has no agents or employees and merely holds maked legal title to the property herein described; that said Trustee has no control over, and under this LEASE assumes no responsibility for (1) the management or control of such property; (2) the upkeep, inspection, maintenance or repair of such property; (3) the collection of rents or rental of such property; or (4) the conduct of any business which is carried on upon such premises. Trustee does not warment, indemnify, defend title nor is it responsible County Clark's Office for any environmental damage.

**REVISED: 1/2/97** 

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

WITNESSES:

LANDLORD:

LASALLE NATIONAL BANK not individually but as Trustee under the provisions of a Trust Agreement dated February 7, 1997 and known as Trust Number 120770

necoultifer

By Joseph Called
Print Name

IIS:

Attest Naucy Clarks

(Corporate Seal)

AND

FULLERTON PLAZA, LLC AN Illinois limited liability company

By: \_\_\_ Print

Name:

Howard Warren

15. Alexident deserver deschount Coap.

Attest \_\_\_\_\_Secretary

**EXECUTION PAGE CONTINUES** 

WITNESSES:

TENANT:

THE SPORTS AUTHORITY, INC., a Delaware corporation

Vice President and General Counsel

(Corporate Seal)

IS. MENL.

OF COOK COUNTY CLOTH'S OFFICE ROBERT S. MENDOLA

#### **ACKNOWLEDGMENTS**

STATE OF FLORIDA }
COUNTY OF BROWARD )
I do hereby certify that on this

STATE OF ILLINOIS	}		
COUNTY OF COOK	;		
	·nad	<b>N</b> . <b>D</b> . <b>U</b> . <b>L</b> .	
the State afteresid, DO	HEREBY CERTIFY TH	Notary Public in and IAT Rosemary Co	for said County in ollins
Senior/Assistant Vice	President of LA	SALLE NATIO	NAL BANK.
person and acknowledged the voluntary act, and as the freset forth; and said Assistancustodian of the Corporate Sinstrument as his/her own from the uses and purposes the		ed said instrument as the bank, for the uses and and there acknolwdg said Corporate Seal of the free and voluntary	heir own free and i purposes therein e that he/she, as said Bank to said
Given under my name and r	notarial seal this 1 at 42	of Rugust	, 19
NOTARY PU	BLIC	Constant.	LAMES A AMAG
		7.6	

STATE OF ) }.ss: COUNTY OF )
On this day of July 1997. before me personally appeared With Mr. to me known to be the 10 minutes of Fullerton Plaza L.L.C., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed (if any) is the corporate seal of said corporation.
IN WITNESS WHEREOF I have hereunto set my hand and official seal this day and year first above written.
My Commission expires  OFFICIAL AEAL REBECCA - WELTER NOTARY PUBLIC. STATE C: AL INOIS MY COMMISSION EXPIRE 9 2-22-2001
X 'DA FAILEGIALISTORESIFULLER TOIWPDATAMEMLSE WPD

#### **EXHIBITS**

- Α Legal Description of the Shopping Center
- В Site Plan designating The Sports Authority building including the loading dock, the dumpster pad, the trash compactor pad and the generator pad and the "Outlot Area", "TSA's Promotional Area", "Tenant's Self Help Common Area", "Pylon Sign", "Office Max", "TSA Temporary Sign", "TSA Materials and Trailer Staging Area"
- E-1 Approved Elevations of the Shopping Center

Property of Cook County Clark's Office

#### EXHIBIT "A"

#### PARCEL 1:

LOTS 1, 2, 3 AND 4 IN BLOCK 2 IN FULLERTON'S THIRD ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART LYING NORTH AND EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER OF THE NORTH EAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

IOT 5 (EXCEPT THE NORTHEASTERLY 25 FEET THEREOF TAKEN FOR ALLEY) IN BLOCK 2 OF FULLERTON'S TAIRD ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE NORTH EAST 1/4 Cr SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOT ? (EXCEPT THE EASTERL! 25 FEET THEREOF) IN BLOCK 2 IN FULLERTON'S THIRD ADDITION TO CHICAGO, BEING & SUPDIVISION OF THAT PART OF THE NORTH EAST 1/4 OF SECTION 31. TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH AND EAST OF THE NORT! BLANCH OF THE CHICAGO RIVER, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

THOSE PARTS OF LOTS 9, 10 AND 11 IN BLOCK ! IN FULLERTON'S THIRD ADDITION TO CHICAGO, AFORESAID AND VACATED CHESTER STREET FALLING IN THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE SOUTH WEST COMMEN OF SAID LOT 7 IN BLOCK 2; THENCE WEST ALONG THE SOUTH LINE OF LOT 7 EXTENDED 134.32 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF LOT 10; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF LOT 10, 25.35 FEET MORE OR LESS TO THE NORTHEASTERLY RIGHT OF WAY LINE OF CHICAGO, MILWAUKFZ, ST. PAUL AND PACIFIC RAILROAD: THENCE NORTHWESTERLY ALONG THE NORTHEASTER! / LINE OF SAID RAILWAY 71.75 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF AN EASEMENT AS DOCUMENT NUMBER 14411517 DATED SEPTEMBER 29, 1948 BY AND BETWEEN CURT TEICH AND ANNA L. TEICH, HIS WIFE, AND THE MURPHY MILES OIL COMPANY, A CORPORATION, THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF THE LAST DESCRIBED EASEMENT TO ITS POINT OF INTERSECTION WITH THE NORTHER DY LINE OF LOT 7 EXTENDED WEST; THENCE EAST ALONG THE NORTHERLY LINE OF LOT EXTENDED WEST TO THE NORTH WEST CORNER OF LOT 7; THENCE SOUTHEASTERLY ALONG THE WEST LINE OF LOT 7 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### ALSO

THAT PART OF LOT 8 IN FULLERTON'S ADDITION TO CHICAGO, A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF 16 FOOT VACATED ALLEY AND LYING NORTHEAST OF THE NORTHEASTERLY RIGHT OF WAY OF CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY AND LYING WEST OF THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 5 IN BLOCK 3 IN FULLETON'S ADDITION TO CHICAGO AFORESAID, IN COOK COUNTY, ILLINOIS.

#### PARCEL 5:

THAT PART OF LOT 6 IN BLOCK 2 OF FULLERTON'S THIRD ADDITION TO CHICAGO,

BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 6; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 6 TO A POINT 16.01 FEET NORTHWESTERLY FROM SOUTHEASTERLY CORNER THEREOF; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO THE SOUTHWESTERLY CORNER OF SAID LOT 6; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 6, A DISTANCE OF 305.2 FEET TO THE NORTHWESTERLY CORNER THEREOF; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 6, TO THE POINT OF BEGINNING IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNT, ILLINOIS.

#### PARCEL 6:

ALL OF THE EAST-WEST 15 FOOT PUBLIC ALLEY SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 1 TO 5, BOTH INCLUSIVE, LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 7 AND SAID NORTH LINE PRODUCED WEST TO ITS INTERSECTION WITH THE WEST LINE OF SAID LOT 1, PRODUCED SOUTH AND LYING WESTERLY OF AND ADJOINING THE WESTERLY LINE OF THE EAST 35 FEET OF SAID LOT 7, EXTENDED NORTHERLY, SAID DESCRIBED LINE BEING THE WESTERLY LINE OF A NORTHERLY-SOUTHERLY PUBLIC ALLEY DEDICATED AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, MAY 29, 1924 AS DOCUMENT NUMBER 8443694, ALL IN BLOCK 2 OF FULLERTON'S THIRD ADDITION TO CHICAGO, AT THE NORTH EAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD FRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 7:

LOTS 1, 2, 3 AND 4 IN BLOCK 3 IN FULLERTON'S THIRD AUDITION TO CHICAGO, IN THE NORTH EAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 LAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING FROM SAID LOTS 1, 2 AND 3 TW. PART THEREOF LYING SOUTHERLY OF A LINE WHICH IS DESCRIBED AS FOLLOWS: BIGINNING ON THE WEST LINE OF SAID LOT 1 AT A POINT WHICH IS 31.27 FEET NORTH FROM THE SOUTH WEST CORNER OF SAID LOT 1 AND RUNNING THENCE SOUTHEASTERLY ALONG A STRUGHT LINE, A DISTANCE OF 19.64 FEET TO A POINT WHICH IS 23.36 FEET, MEASURED PERPENDICULARLY NORTH FROM THE SOUTH LINE OF SAID LOT 1 AND THENCE LOUTH EASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTH EAST AND HAVING A RADIUS OF 211.52 FEET, A DISTANCE OF 54.81 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 3, WHICH IS 4.83 FEET, EASTERLY FROM THE SOUTH WEST CORNER OF SAID LOT 3 (MEASURED ALONG SAID SOUTH LINE), IN COOK COUNTY, ILLINOIS.

#### PARCEL 8:

TRACT 1: LOTS 5, 6 AND 7 IN BLOCK 3 IN FULLERTON'S THIRD ADDITION TO CHICAGO IN THE NORTH EAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

TRACT 2: THE NORTH 1/2 OF THAT PART OF THE EAST AND WEST VACATED ALLEY LYING WEST OF CHESTER STREET, LYING SOUTH OF LOTS 5, 6 AND 7 AND NORTH OF THAT PART OF LOTS 8 AND 9 LYING BETWEEN THE EAST LINE OF LOT 7 EXTENDED TO THE NORTH LINE OF LOT 8 LOT 9 AND THE WEST LINE OF LOT 5 EXTENDED TO THE NORTH LINE OF LOT 8 IN BLOCK 3 IN FULLERTON'S THIRD ADDITION TO CHICAGO, A SUBDIVISION OF THAT PART OF THE NORTH EAST 1/4 OF SECTION 31, LYING NORTH AND EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD

PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS;

TRACT 3: THE SOUTHERLY 1/2 OF THAT PART OF THE VACATED 16 FOOT ALLEY LYING SOUTH OF AND ADJOINING LOTS 5, 6 AND 7 IN BLOCK 3 IN FULLERTON'S THIRD ADDITION TO CHICAGO IN THE NORTH EAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE 15 FOOT STRIP OF LAND LYING SOUTHERLY OF AND ADJOINING THAT PART OF THE VACATED ALLEY ABOVE DESCRIBED AND NORTHEASTERLY OF THE NORTHEASTERLY LINE\_OF THE 50 FOOT RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: TO WIT: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID LOT 7 EXTENDED SOUTH WITH THE CENTER LINE OF SAID VACATED 16 FOOT ALLEY, THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID ALTEY, 76,03 FEET TO THE WEST LINE OF LOT 5 AFORESAID, EXTENDED SOUTH, THENCE SOUTH ON THE LAST MENTIONED LINE 8.62 FEET TO ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY AFORESAID; THENCE BY ANGLE OF 136 DEGREES, 42 MINUTES, 10 SECONDS, SOUTHEASTERLY ON SAID RIGHT OF WAY LINE, 24 FRET TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 15 FEET SOUTHWESTERLY OF THE SOUTHERLY LINE OF SAID VACATED 16 FOOT ALLEY: THENCE BY AN ANGLE OF 142 DEGREES, 46 MINUTES, 05 SECONDS SOUTHTASTERLY ON THE LAST DESCRIBED LINE 59.35 FEET TO THE EAST LINE OF LOT 7 AFORESALT EXTENDED SOUTH; THENCE BY AN ANGLE OF 80 DEGREES, 31 MINUTES, 45 SECONDS, NORTH OF THE LAST MENTIONED LINE 23.32 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 9:

THAT PART OF VACATED EASTERLY AND WESTERLY 16 FOOT PUBLIC ALLEY WHICH WAS VACATED BY ORDINANCE PASSED APRIL 30, 1924 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MAY 24, 1924 AS DOCUMENT NUMBER 8443693 WHICH LIES SOUTHERLY OF AND ADJOINING THE SOUTHERLY LINE OF LOT 4 WEST OF AND ADJOINING THE WEST LINE OF LOT 5 EXTENDED SOUTH AND EASTERLY OF AND ADJOINING THE NORTHEASTERLY LINE OF THE CHICAGO, MILWAUXEE, ST. PAUL AND PACIFIC RAILROAD COMPANY'S RIGHT OF WAY DEERING DIVISION, SAID NORTHEASTERLY LINE PURTHER DESCRIBED AS FOLLOWS: BEING THE NORTHWESTERLY EXTENSION OF 1. LINE 41 FEET SOUTHWESTERLY OF AS MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE SOUTHWESTERLY LINE OF VACATED CHESTER STREET, ADJACENT TO LOT 9 ALL IN 31 OCK 3 IN FULLERTON'S THIRD ADDITION TO CHICAGO, IN THE NORTH EAST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 10:

THAT PART OF VACATED CHESTER STREET (VACATED BY ORDINANCE RECORDED MAY 29, 1924 AS DOCUMENT NUMBER 8443693) AND THAT PART OF LOT 11 IN BLOCK 3 IN FULLERTON'S THIRD ADDITION TO CHICAGO, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF VACATED CHESTER STREET AND THE WESTERLY LINE OF AN EASEMENT CREATED BY GRANT FROM WHITE CONSTRUCTION COMPANY, AN ILLINOIS CORPORATION, DATED FERUARY 28, 1956 AND RECORDED MARCH 7, 1956 AS DOCUMENT NUMBER 16514563; THENCE SOUTH EASTERLY ALONG THE WESTERLY LINE OF SAID EASEMENT TO THE POINT OF INTERSECTION WITH A LINE 60 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY LINE OF VACATED CHESTER STREET; THENCE WESTERLY ALONG A LINE 60 FEET SOUTH OF AND PARALLEL WITH SAID NORTHERLY LINE OF VACATED

CHESTER STREET AND THE WESTERLY EXTENSION THEREOF TO THE NORTH EASTERLY LINE OF THE PROPERTY CONVEYED TO THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY BY DEED DATED JANUARY 11, 1886 AND RECORDED IN BOOK 1759, PAGE 305; THENCE NORTH WESTERLY ALONG THE NORTH EASTERLY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY RIGHT OF WAY TO THE NORTH WESTERLY LINE OF LOT 11; THENCE NORTH EASTERLY ALONG THE NORTHWESTERLY LINE OF LOT 11, A DISTANCE OF 29.35 FEET; THENCE EASTERLY ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF VACATED CHESTER STREET, A DISTANCE OF 151.82 FEET TO THE POINT OF BEGINNING, ALL IN THE NORTH EAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 11:

THAT PART OF LOTS 8, 9 AND 10 IN BLOCK 3 IN FULLERTON'S THIRD ADDITION TO CHICAGO, A SUBDIVISION OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 31 TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH AND EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER AND LYING SOUTH AND WEST OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT OF WAY.

PARCEL 12:

INTENTIONALLY OMITTED

#### PARCEL 13:

THAT PART OF LOT 6 BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF AFORESAID LOT 6: THENCE NORTH-ESTERLY ALONG THE NORTH-ESTERLY LINE OF SAID LOT 6, A DISTANCE OF 16.01 FEST; THENCE SOUTHWESTERLY A DISTANCE OF 50.0 FEST, MORE OR LESS, TO THE COUTHWESTERLY CORNER OF SAID LOT 6; THENCE EASTERLY ALONG THE SOUTH LINE OF LAID LOT 6 TO THE POINT OF BEGINNING, IN BLOCK 2 IN FULLERTON'S THIRD ADDITION TO CHICAGO AFORESAID;

#### ALSO

LOT 11 IN BLOCK 3 IN SAID FULLERTON'S THIRD ADDITION TO CHICAGO (EXCEPT THAT PART OF LOT 11 LYING NORTH OF THE SOUTH LINE OF LOT 7 IN BLOCK 2 AFORESAID EXTENDED WESTERLY TO THE NORTHWESTERLY LINE OF SAID LOT 11 AND EXCEPT THAT PART OF SAID LOT 11 HERETOFORE CONVEYED TO THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY).

#### ALSO

LOTS 12, 13 AND 14 IN SAID BLOCK 3 (EXCEPT THAT PART OF SAID LOTS 12, 13 AND 14 HERETOFORE CONVEYED TO THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY) AND (EXCEPT THAT PART OF LOT 14 IN SAID BLOCK 3 LEASED ON JUNE 4, 1926 BY MATILDA WHITE TO THE CEMENT TRANSIT COMPANY, NAMELY THAT PART OF SAID LOT 14 IN BLOCK 3 AFORESAID LYING SOUTHERLY AND WESTERLY OF THE SOUTHERLY AND WESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY, NORTHERLY OF THE NORTH BRANCH OF THE CHICAGO RIVER AND EASTERLY OF THE FOLLOWING DESCRIBED LINE, NAMELY BEGINNING AT A POINT IN SAID SOUTHERLY

AND WESTERLY RIGHT OF WAY LINE OF SAID CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY, 185.08 FEET WESTERLY AND NORTHERLY MEASURED ALONG SAID RIGHT OF WAY LINE FROM THE POINT OF INTERSECTION OF SAID SOUTHERLY RIGHT OF WAY LINE WITH THE EASTERLY LINE OF SAID LOT, SAID LAST MENTIONED POINT BEING 303.52 FEET SOUTHEASTERLY FROM THE NORTHEAST CORNER OF SAID LOT 14; THENCE SOUTHERLY AT RIGHT ANGLES WITH SAID SOUTHWESTERLY RIGHT OF WAY LINE 32.0 FEET; THENCE DEPARTING FROM THE AFORESAID LINE 74 DEGREES 30 MINUTES 00 SECONDS TO THE LEFT, A DISTANCE OF 62.61 FEET; THENCE SOUTHEASTERLY ON A CURVE HAVING A RADIUS OF 25 TEET AND TANGENT TO THE AFORESAID COURSE, A DISTANCE OF 34.34 FEET; THENCE SOUTHWESTERLY ON A STRAIGHT LINE TANGENT TO THE SAID CURVE TO THE SOUTHWESTERLY LINE OF SAID LOT BEING THE NORTHEASTERLY LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER (SAID STRAIGHT LINE EXTENDED IN A NORTHEASTERLY DIRECTION INTERSECTS THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY AT A POINT 100.0 FEET DISTANT FROM THE EASTERLY LINE OF SAID LOT, MEASURED ALONG THE SAID RIGHT OF WAY LINE AND ITS POINT OF INTERSECTION WITH THE PRESENT NORTHERLY DOCK LINE OF SAID RIVER IS 237.0 FEET MEASURED AT RIGHT ANGLES FROM THE EASTERLY LOT LINE OF SAID LOT 14) AND (EXCEPT FROM LOT 14 IN BLOCK 3 AFORESAID THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, AND ST. PAUL RAILWAY COMPANY AND THE EASTERLY LINE OF SAID LOT 14; THENCE NORTHWESTERLY ALONG THE LASTERLY LINE OF SAID LOT, BEING ALSO THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY, 213.54 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 93 DEGREES 24 MINUTES 00 SECONDS WITH THE LAST DESCRIBED COUPSE (MEASURED FROM SOUTHEAST TO SOUTHWEST) A DISTANCE OF 57.30 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 107.70 FF27; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 134 DEGREES 34 MINUTES OO SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED FROM WESTERLY TO WEST TO SOUTHWEST) A DISTANCE OF 42.75 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY; THENCE SOUTHEASTERLY ALONG SAID PIGHT OF WAY LINE BEING A CURVED LINE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 504.70 FEET, A DISTANCE OF 125.97 FEET TO THE POINT OF BEGINNING).

ALSO

THAT PART OF VACATED CHESTER STREET LYING NORTH OF SAID LOTS 12, 13 AND 14 AND NORTHEASTERLY OF SAID LOT 11 IN BLOCK 3 AFORESAID AND SOUTH OF THE SOUTH ( LINE OF LOT 7 IN BLOCK 2 AFORESAID EXTENDED WESTERLY AND RASTERLY AND WEST THE CHICAGO AND NORTHWESTERN RAILWAY RIGHT OF WAY, ALL IN FULLERTON'S THIRD ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH AND EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER, BUT EXCEPTING FROM THE ABOVE THAT PORTION DESCRIBED AS FOLLOWS: THAT PART OF VACATED CHESTER STREET (VACATED BY ORDINANCE RECORDED MAY 29, 1924 AS DOCUMENT 8443693) AND THAT PART OF LOT 11 IN BLOCK 3 IN FULLERTON'S THIRD ADDITION TO CHICAGO, DESCRIBED AS FOLLOW: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF VACATED CHESTER STREET AND THE WESTERLY LINE OF AN EASEMENT CREATED BY GRANT FROM WHITE CONSTRUCTION COMPANY, A DELAWARE CORPORATION TO PAPHAN CONSTRUCTION COMPANY, AN ILLINOIS CORPORATION, DATED FEBRUARY 28, 1956 AND RECORDED MARCH 7, 1956 AS DOCUMENT 16514563; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID EASEMENT TO THE POINT OF INTERSECTION WITH A LINE 60.0 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY LINE OF VACATED CHESTER

STREET: THENCE WESTERLY ALONG A LINE 60.0 FEET SOUTH OF AND PARALLEL WITH SAID NORTHERLY LINE OF VACATED CHESTER STREET AND WESTERLY EXTENSION THEREOF TO THE NORTHEASTERLY LINE OF THE PROPERTY CONVEYED TO THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY BY DEED DATED JANUARY 11, 1886, RECORDED IN BOOK 1759, PAGE 305; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY RIGHT OF WAY TO THE NORTHWESTERLY LINE OF LOT 11; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT 11, A DISTANCE OF 29.35 FEET; THENCE EASTERLY ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF VACATED CHESTER STREET, A DISTANCE OF 164.67 FEET TO THE POINT OF BEGINNING, ALL IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 14:

THAT PART OF LOT 14 IN BLOCK 2 OF FULLERTON'S THIRD ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART LYING MORTH AND EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER OF THE NORTHEAST QUAPTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILWAY COMPANY AND THE CASTERLY LINE OF SAID LOT 14; THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOTS, BEING ALSO THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO NORTHWESTERN RAILWAY, 213.54 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANCLE OF 93 DEGREES 24 MINUTES 00 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED FROM THE SOUTHEAST TO THE SOUTHWEST) A DISTANCE OF 57.30 FEET; THENCE SOUTHEASTFRLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 107.70 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 134 DEGREES 34 MINUTES 00 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED FROM THE NORTHWEST TO THE WEST TO SOUTHWEST) A DISTANCE OF 42.75 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILWAY COMPANY; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE BEING A CURVED LINE, CONVEX TO THE SOUTHWEN' AND HAVING A RADIUS OF 504.70 FEET, A DISTANCE OF 125.97 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS,

#### PARCEL 15:

THAT PART OF LOT 14 IN BLOCK 3 OF FULLERTON'S THIRD ADDITION TO CHICAGO. A SUBDIVISION OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH AND EAST OF THE NORTH BRANCH OF THE CHICAGO RIVER ACCORDING TO THE MAP RECORDED IN BOOK 16 OF PLATS, PAGE 80 (EXCEPTING THAT PART OF SAID LOT CONVEYED BY CHARLES W. FULLERTON AND JANE F. FULLERTON TO CHICAGO AND NORTHWESTERN RAILWAY COMPANY NOVEMBER 26, 1884 BY WARRANTY DEED RECORDED AS DOCUMENT NUMBER 590199 IN BOOK 1448 AT PAGES 420 AND 421, DESCRIBED AS FOLLOWS; BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT, 412.0 FEET SOUTHERLY FROM ITS NORTHEAST CORNER, THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT TO A PONT 180.0 FEET NORTHERLY FROM MEASURED AT RIGHT ANGLES TO THE DOCK LINE OF THE ANDERSON PRESSED BRICK COMPANY ON THE SOUTH SIDE OF THE NORTH BRANCH OF THE CHICAGO RIVER AS AT THE TIME ESTABLISHED; THENCE WEST PARALLEL WITH SAID DOCK LINE 50.0 FEET; THENCE NORTH AT RIGHT ANGLES TO THE PLACE OF BEGINNING); LYING SOUTHERLY AND WESTERLY OF THE SOUTHERLY AND WESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE AND

ST. PAUL RAILWAY COMPANY, NORTHERLY OF THE NORTH DOCK LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER AND EASTERLY OF THE FOLLOWING DESCRIBED LINE, NAMELY: BEGINNING AT A POINT ON SAID SOUTHERLY AND WESTERLY RIGHT OF WAY LINE OF SAID CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY, 185.08 FEET WESTERLY AND NORTHERLY MEASURED ALONG SAID RIGHT OF WAY LINE FROM THE POINT OF INTERSECTION OF SAID SOUTHERLY RIGHT OF WAY LINE WITH THE EASTERLY LINE OF SAID LOT, SAID LAST NAMED POINT BEING 303.52 FEET SOUTHEASTERLY FROM THE NORTHEAST CORNER OF SAID LOT 14; THENCE SOUTHERLY AT RIGHT ANGLES WITH SAID SOUTHWESTERLY RIGHT OF WAY LINE 32.0 TEET; THENCE DEPARTING FROM THE AFORESAID LINE 74 DEGREES 30 MINUTES 00 SECONDS TO THE LEFT, A DISTANCE OF 62.61 FEET; THENCE SOUTHEASTERLY ON A CURVE HAVING A PADIUS OF 25.0 FEET AND TANGENT TO THE AFORESAID COURSE, A DISTANCE OF 34.34 FEET. THENCE SOUTHWESTERLY ON A STRAIGHT LINE TANGENT TO THE SAID CURVE TO THE SOUTHWESTERLY LINE OF SAID LOT BEING THE NORTHEASTERLY LINE OF SAID NORTH BRANCH OF SAID CHICAGO RIVER (SAID STRAIGHT LINE EXTENDED IN A NORTHEASTERLY DIRECTION INTERSECTS THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL PAILWAY COMPANY AT A POINT 100.00 FEET DISTANT FROM THE EASTERLY LINE OF SAID LOT MEASURED ALONG THE SAID RIGHT OF WAY LINE AND ITS POINT OF INTERSECTION WITH THE PRESENT NORTHERLY DOCK LINE OF SAID RIVER IS 237.0 FEET MEASURED AT RIGHT ANGLES FROM THE EASTERLY LOT LINE OF SAID LOT 14 IN BLOCK 3 IN FULLERTON'S THIRD ADDITION TO CHICAGO AFORESAID) IN COOK COUNTY, ILLINOIS.

#### PARCEL 15:

THAT PART OF LOTS 1, 2 AND 3 IN BLOCK 3 IN FULLERION'S THIRD ADDITION TO CHICAGO IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING SOUTHERLY OF A LINE WHICH IS DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST LINE OF SAID LOT 1 AT A POINT WHICH IS 31.27 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID LOT 1 AND RUNNING THENCE SOUTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 19.64 FEET TO A POINT WHICH IS 23.36 FEET MEASURF!

PERPENDICULARLY NORTH FROM THE SOUTH LINE OF SAID LOT 1 AND THEMCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 211.52 FEET, A DISTANCE OF 54.81 FEET TO A POINT ON THE SOUTHERLY LOT LINE OF SAID LOT 3, WHICH IS 4.83 FEET MEASURED ALONG THE SAID SOUTHERLY LOT LINE EASTERLY FROM THE SOUTHWEST CORNER OF SAID LOT 3.

#### PARCEL 17:

A STRIP OF LAND 50 FEET IN WIDTH ACROSS LOTS 8 TO 14 IN BLOCK 3 IN FULLERTON'S THIRD ADDITION TO CHICAGO IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS WAS CONVEYED TO THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY, BY DEED DATED JANUARY 11, 1886 AND RECORDED FEBRUARY 6, 1886 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, IN BOOK 1759, PAGE 305, AS DOCUMENT 689391, WHICH SAID STRIP IS DESCRIBED AS FOLLOWS: SAID 50 FOOT STRIP BEING 25 FEET IN WIDTH ON EACH OR EITHER SIDE OF A CENTER LINE LOCATED AS FOLLOWS: ENTERING SAID LOT 8 FROM THE NORTH AT A POINT 58 FEET WEST OF THE NORTHEAST CORNER THEREOF AND CONTINUING THENCE ON A STRAIGHT LINE 66 FEET WEST OF THE SOUTHWESTERLY LINE OF CHESTER STREET AND PARALLEL THERETO; THENCE SOUTHEASTERLY OVER AND ACROSS SAID LOTS 8, 9, 10 AND 11 TO A POINT IN SAID LOT 12, 81.2 FEET SOUTHEAST OF THE NORTHWEST LINE THEREOF; THENCE ON A 10 DEGREES

50 MINUTES CURVE (RADIUS 529.7 FEET) CONVEX TO THE SOUTHWEST PASSING OUT OF SAID LOT 12 OVER AND ACROSS SAID LOT 13, 312 92/100 TO A POINT OF TANGENT IN SAID LOT 14; THENCE ON A TANGENT 2 FEET TO A POINT IN THE EAST LINE OF SAID LOT 14, 275 FEET SOUTHEAST OF THE NORTHEAST CORNER THEREOF.

#### PARCEL 18:

THOSE PORTIONS OF LOTS 9 AND 10 IN BLOCK 3 AND OF VACATED CHESTER STREET IN FULLERTON'S THIRD ADDITION TO CHICAGO, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO MILWAUKES ST. PAUL AND PACIFIC RAILROAD COMPANY (ACCORDING TO DEED DATED JANUARY 11, 1886 AND RECORDED IN THE OFFICE OF RECORDER OF DEEDS IN BOOK 1759, PAGE 305, WITH A LINE PARALLEL TO AND 15 FEET SOUTHERLY OF THE SOUTHERLY LINE OF VACATED EASTLINY AND WESTERLY ALLEY LYING SOUTHERLY OF AND ADJOINING LOTS 5, 6 AND 7 IN BLOCK 3, THENCE EASTERLY ALONG SAID PARALLEL LINE, 59.28 FEET TO THE EASTERLY LINE PRODUCED SOUTH OF SAID LOT 7; THENCE NORTH ON SAID PRODUCED LINE 15.17 FEET TO THE NORTH LINE OF VACATED NORTHWESTERLY BY SOUTHEASTERLY CHESTER STREET; THENCE EAST ALONG SAID NORTH LINE 1 FOOT MORE OR LESS TO A POINT ON A CURVE, SAID CURVE HAVING A RADIUS OF 339.6 FEET AND DRAWN CONVEX SOUTHWESTERLY IRON A POINT OF TANGENCY IN THE EASTERLY LINE OF SAID LOT 7 WHICH IS 25 FEET MORE OR LESS NORTH OF THE NORTH LINE OF SAID VACATED CHESTER STREET (SAID CURVE ALSO BEING 9 FEET WESTERLY OF AND CONCENTRIC TO THE CENTER LINE OF A CHICAGO, MINAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY SPUR INDUSTRY TRACK) THENCE FOUTHEASTERLY ALONG SAID CURVE TO ITS INTERSECTION WITH THE HEREINBEFORE MENTIONED NORTHEASTERLY RIGHT OF WAY LINE SAID POINT OF INTERSECTION BEING 117.75 FEET SOUTHEASTERLY OF THE PLACE OF REGINNING AS MEASURED ALONG SAID RIGHT OF WAY LINE; THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE 117.75 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 19:

THAT PART OF THE NORTH 174 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF FULLERTON AVENUE; LYING EAST OF NORTH BRANCH OF THE CHICAGO RIVER AND LYING WEST OF A LINE 1221.75 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER (EXCEPT THAT PART LYING WEST OF THE DOCK LINE AS ESTABLISHED BY DOCUMENT NUMBER 4976466), IN COOK COUNTY, ILLINOIS.

#### PARCEL 20:

ALL OF THE NORTHWESTERLY-SOUTHEASTERLY 25 FOOT PUBLIC ALLEY (MEASURED ALONG THE NORTH AND SOUTH LINES OF LOTS 5 AND 7 IN BLOCK 2 RESPECTIVELY) AS DEDICATED AND OPENDED FOR USE AS A PUBLIC ALLEY BY ORDINANCE APPROVED BY THE CITY COUNCIL OF THE CITY OF CHICAGO APRIL 30, 1924 AND RECORDED MAY 29, 1924 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 8443694 AND BEING DESCRIBED ON SAID RECORDED PLAT AS, "THE EASTERLY 25 FEET OF LOTS 5 AND 7 IN BLOCK 2 OF FULLERTON'S THIRD ADDITION TO CHICAGO, IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE

THIRD PRINCIPAL MERIDIAN, \* IN COOK COUNTY, ILLINOIS.

ALSO

NORTH LINES OF LOTS 5 AND 7 IN BLOCK 2 RESPECTIVELY) LYING SOUTH OF THE SOUTH LINE OF LOT 5, LYING NORTH OF THE NORTH LINE OF LOT 7, LYING WEST OF THE WEST LINE OF LOT 6 AND LYING EASTERLY OF THE WESTERLY LINE OF THE EAST-WEST 16 FOOT ALLEY VACATED BY ORDINANCE APPROVED BY THE CITY COUNCIL OF THE CITY OF CHICAGO MARCH 25, 1970 AND RECORDED APRIL 13, 1970 IN THE OFFICE OF RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 21135026 BEING DESCRIBED IN SAID RECORDED ORDINANCE AS, "THE WESTERLY LINE OF THE EASTERLY TWENTY-FIVE (25) FEET OF SAID LOT SEVEN (7) EXTENDED NORTHERLY, SAID DESCRIBED LINE BEING THE WESTERLY LINE OF A NORTHERLY-SOUTHERLY PUBLIC ALLEY DEDICATED AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, MAY 29, 1924 AS DOCUMENT NUMBER 8443694", ALL IN BLOCK 2 OF FULLERTON'S THIRD ADDITION AFORESAID.

ALSO

ALL OF THE REMAINING EAST-WEST AND EAST-RIY-WESTERLY 16 FOOT PUBLIC ALLEYS
LYING SOUTH OF THE SOUTH LINE OF LOT 1 AND SOUTH OF THE WESTERLY EXTENSION OF
THE SOUTH LINE OF SAID LOT 1, LYING SOUTHERLY OF THE SOUTHERLY LINE OF LOTS 2
AND 3, LYING NORTH AND NORTHERLY OF THE NORTI AND NORTHERLY LINES OF LOT 8,
LYING EAST OF A LINE 20 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF LOT 1,
LYING WESTERLY OF THE WESTERLY LINE OF THE EASTERLY WESTERLY 16 FOOT ALLEY
VACATED BY ORDINANCE APPROVED BY THE CITY COUNCIL OF THE CITY OF CHICAGO,
APRI: 30, 1924 AND RECORDED MAY 29, 1924 IN THE OFFICE OF THE RECORDER OF
DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 8443-693 PRING DESCRIBED IN
SAID ORDINANCE AS "THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO,
MILWAUKEE AND ST. PAUL RAILROAD, DEERING DIVISION", THE PUBLIC ALLEYS AND PART
OF THE PUBLIC ALLEYS AS HEREIN VACATED.

EXHIBIT "B"

SITE PLAN

PAGE 1 OF 2

NOTE: In the event of any conflicts between the terms of the Lease and this Site Plan, the terms of the Lease shall control. Execution by Tenant of the Lease with this Site Plan attached shall not constitute a ts of any vice of County Clarks Office waiver of any rights or remedies Tenant may have for a violation of the terms of the Lease (including, without limitation, any violation of the Required Parking Ratio) even if the same would be in accordance with this Site Plan.

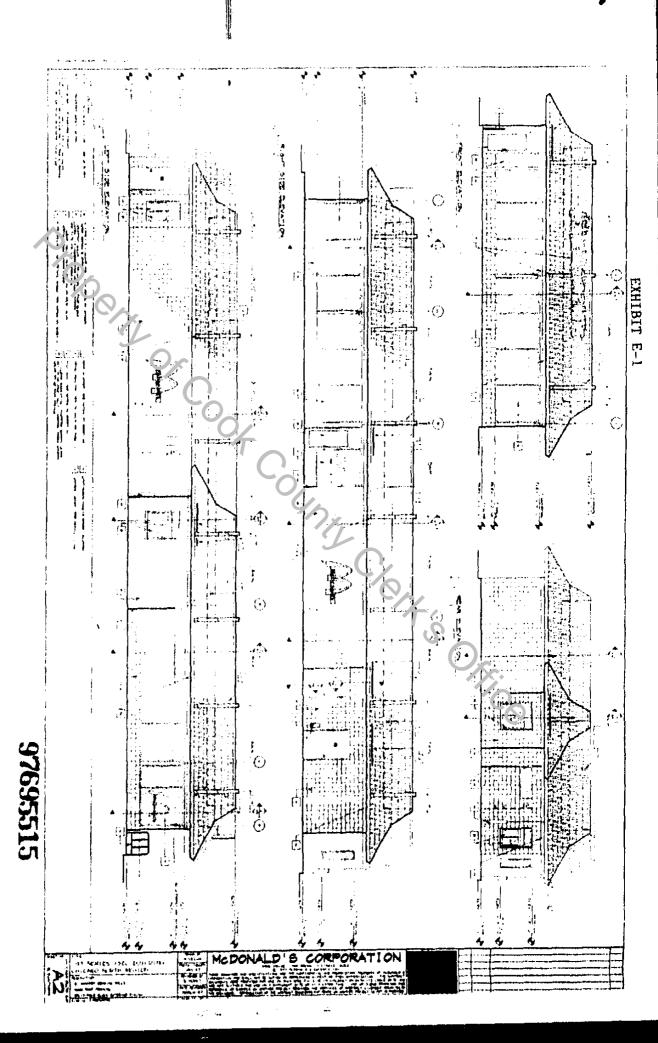
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EXHIBIT "B"
PAGE 2 OF 2

VIELENDISCAPE PLAN

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PAGE 1 OF 3

# UNOFFICIAL

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EXHIBIT E-1

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Building Codes and Ordinances

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Fullerton

Plaza I.J. MAXX Chicago, II.

PAPPAGEORGE HAYMES

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Property Address:

A ar 1727-1837 w. Fullerton Average

Chicago, Illinois

P.I.N. No.

14-31-201-004, 14-31-201-005, 14-31-201-006, 14-31-201-007, 14-31-201-008, 14-31-201-033, 14-31-201-051, 14-31-201-055, 14-31-201-057, 14-31-201-061, 14-31-201-062, 14-31-201-068, 14-31-201-070, 14-31-201-075, 14-31-201-076. Ind Office 14-31-201-078, 14-31-201-079, and 14-31-502-0(7 and 14-31-201-055, 14-31-201-001, 14-31-201-069