



ILLINOIS

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THIS INSTRUMENT  
SHOULD BE  
RETURNED TO:

J. Andrew Murphy, Esq.  
Hunton and Williams  
1900 K. Street, N.W.  
Suite 1200  
Washington, D.C. 20006-1109  
(T) 202/955-1543  
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JR REC 12/6/98 - DEC

Property Tax ID # 02-12-100-083  
02-12-100-084  
02-12-100-080  
01-01-100-078  
01-12-100-005

RECORDER'S SPACE

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (the "Memorandum") made this 22 day of October 22, 1998, by and between CREDIT SUISSE LEASING 92A, L.P., a Delaware limited partnership, having its principal office at 11 Madison Avenue, 23rd Floor, New York, New York 10010, as lessor (the "Lessor"), and HOME DEPOT U.S.A., INC., a Delaware corporation, having its principal office at 2455 Paces Ferry Road, N.W., Atlanta, Georgia 30339, as lessee (the "Lessee");

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into that certain Lease, dated as of October 22, 1998, as supplemented by that certain Lease Supplement No. 10, dated October 22, 1998, by and between Lessor and Lessee (such Lease, as so supplemented from time to time, the "Lease") pursuant to which Lessor has leased to Lessee that certain parcel of Land, more particularly described in Exhibit A attached hereto and made a part hereof by this reference (the "Land") together with (i) all agreements, easements, rights of way or use, rights of ingress or egress, privileges, appurtenances, tenements, hereditaments and other rights and benefits at any time belonging or pertaining to the Land or the improvements, including, without limitation, the use of any streets, ways, alleys, vaults or strips of land adjoining, abutting, adjacent or contiguous to the Land, (ii) all permits, licenses and rights, whether or not of record, appurtenant to the Land, and

Palatine, Illinois

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(iii) together with all buildings, structures, fixtures, equipment, and other improvements of every kind now existing and at any time and from time to time on or under the Land, together with any and all appurtenances to such buildings, structures or improvements, including sidewalks, utility pipes, conduits and lines, parking areas and roadways, and including all modifications and other additions to or changes in the improvements at any time (collectively, the "Property");

WHEREAS, the parties hereto desire to give public notice of the existence of the Lease by the execution, delivery and recording of this Memorandum;

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee make this Memorandum and covenant and agree as follows:

1. Term. Lessor hereby leases the Property to Lessee, and Lessee hereby leases the Property from Lessor as of the date of this Memorandum. Lessee's leasehold interest shall commence on the date hereof and shall terminate on October 15, 2008, unless sooner terminated in accordance with the Lease.

2. Rent. Lessee has agreed to pay Basic Rent and Supplemental Rent, as such terms are defined in the Lease, in accordance with the terms and conditions of the Lease.

3. Purchase Option. Lessee has an option to purchase the Property in accordance with the terms and conditions of the Lease; the option does not expire later than the expiration of the Lease.

4. Incorporation. All of the terms, provisions, conditions, representations and warranties, covenants and agreements contained in the Lease are hereby incorporated herein by reference in the same manner and to the same extent and with the same force and effect as if all the same terms, provisions, conditions, representations and warranties, covenants and agreements were expressly set forth herein.

5. Amendment. In the event of any amendment to the Lease which in the opinion of either Lessor or Lessee makes it necessary or appropriate to amend this Memorandum, Lessor and Lessee shall each, at the request of the other, execute an amendment to this Memorandum incorporating the terms and provisions of such amendment. Lessor and Lessee shall promptly cancel this Memorandum of public record upon the expiration or earlier termination of the Lease.

6. Recharacterization. In the event the Lease is recharacterized as a security instrument, notice is hereby given that the Lease, as supplemented by Supplement No. 10, provides, with respect to the Land described on Exhibit A only and all of the Property associated with it, as follows (with the term "Mortgage" referring to the Lease as

supplemented, the term "Mortgagor" referring to the Lessee, and the term "Mortgagee" referring to the Lessor):

"17.4. Foreclosure. In the event that a court of competent jurisdiction rules that this Lease constitutes a mortgage, deed of trust, security agreement or other secured financing, then Lessor and Lessee agree: the conveyance provided for in Article II shall be deemed to be a Lien against the Properties subject hereto; the Lessor shall occupy the position of and have the rights and duties of "Mortgagee" and the Lessee shall occupy the position of and have the rights and duties of "Mortgagor"; the terms capitalized in this Section 17.4 (e.g., Loan Agreement, Loan, Note, Operative Documents, Event of Default, etc.) shall have the meaning and definition ascribed to those terms in that certain mortgage of even date herewith and executed between Lessor herein and HD Real Estate Funding Corp. II, a Delaware corporation ("Facility Lender"); and

(a) Mortgagor agrees that to secure (i)(A) payment when due of the principal amount of and interest on the Loan, the Note (which Note shall be in an aggregate face amount not to exceed TWO HUNDRED SEVENTY-THREE MILLION TWO HUNDRED SEVENTY-EIGHT THOUSAND and No/100 DOLLARS (\$273,278,000.00), bear interest as set forth in the Note and matures (if not sooner accelerated) on a date no later than October 15, 2008) (including, without limitation, interest accruing after the maturity of the Loan and the Note, and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Facility Lender, Mortgagee or the Lessee, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), from time to time outstanding and all other obligations and liabilities (including, without limitation, all indemnities, costs, fees and expenses) from time to time payable by, or on behalf of, the Lessee to Mortgagee pursuant to the Operative Documents, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, and (B) all fees and expenses of the Mortgagee and the Facility Lender from time to time payable under the Operative Documents, (ii) payment when due of all amounts from time to time owing by the Lessee or to or for the benefit of the Mortgagee as Lessor under the Lease and for the benefit of the Facility Lender pursuant to the Operative Documents whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, (iii) the performance and observance by the Lessee of all agreements contained herein and in the other Operative Documents, (iv) the payment, performance and observance by the Lessee of its covenants and agreements contained in the Operative Documents, (v) any and all advances, costs and expenses paid or incurred by the Mortgagee or the Participants to protect any or all of the collateral subject to this Mortgage and other collateral under the Operative Documents, (vi) costs of enforcement and collection hereunder or under the Operative Documents, and (vii) interest on all

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of the foregoing in accordance with the Operative Documents (collectively, the "Obligations"), the Lessee, intending or to be legally bound, does hereby mortgage, pledge, grant a continuing security interest in, set over, confirm and warrant unto the Lessor and its successors and assigns, for the benefit of the Lessor all of the Lessee's estate, right, title, interest, property, claim and demand, now or hereafter arising, in and or to the all of the following Property:

(A) the parcel(s) of real property described on Schedule A attached hereto and made a part hereof by this reference (the "Land"); all buildings, structures, Fixtures, Equipment, and other improvements of every kind existing at any time and from time to time on or under the Land, together with any and all appurtenances to such buildings, structures or improvements, including sidewalks, utility pipes, conduits and lines, parking areas and roadways, and including all Modifications and other additions to or changes in such improvements at any time ("Improvements"); all agreements, easements, rights of way or use, rights of ingress or egress, privileges, appurtenances, tenements, hereditaments and other rights and benefits at any time belonging or pertaining to the Land or the Improvements, including, without limitation, the use of any streets, ways, alleys, vaults or strips of land adjoining, abutting, adjacent or contiguous to the Land and all permits, licenses and rights, whether or not of record, appurtenant to the Land ("Appurtenant Rights"; the Land, Improvements, Appurtenant Rights, Fixtures and Equipment being collectively referred to as the "Property");

(B) all the estate, right, title, claim or demand whatsoever of the Mortgagor, in possession or expectancy, in and to the Property or any part thereof;

(C) all right, title and interest of the Mortgagor in and to all of the fixtures and fittings of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by the Mortgagor and now or subsequently attached to the Property (all of the foregoing in this paragraph (C) being referred to as the "Fixtures");

(D) all right, title and interest of the Mortgagor in and to all of the equipment, apparatus, furnishings, fittings and articles of personal property of every kind and nature whatsoever purchased or otherwise acquired with the proceeds of the Note or the Lessor Investment Amounts and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by Mortgagor and now or subsequently attached to, or contained in or used or usable in any

way in connection with any operation or letting of the Property, including but without limiting the generality of the foregoing, all screens, awnings, shades, storm doors and windows, electrical and mechanical equipment, lighting, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating and incinerating equipment, escalators, refrigerators, display cases, elevators, loading and unloading systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, pipes, pumps, tanks, conduits, appliances and fixtures of every kind and description (all of the foregoing in this paragraph (D) being referred to as the "Equipment");

(E) all right, title and interest of the Mortgagor in and to all substitutes and replacements of, and all additions and improvements to, the Improvements, the Fixtures and Equipment, subsequently acquired by the Mortgagor or constructed, assembled or placed by Mortgagor on the Land, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Property or offsite acquired with the proceeds of the Note or the Lessor Investment Amounts, and, in each such case, without any further mortgage, conveyance, assignment or other act by the Mortgagor;

(F) all right, title and interest of the Mortgagor in and to all unearned premiums under insurance policies now or subsequently obtained relating to the Property and the Mortgagor's interest in and to all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Property for the taking by eminent domain, condemnation or otherwise, of all or any part of the Property or any easement or other right therein;

(G) all right, title and interest of the Mortgagor in and to all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Property or any part thereof;

(H) all right, title and interest of the Mortgagor in and to the Lease, including all powers, privileges, options and other benefits of the Mortgagor thereunder, and all Rent and all other rents, payments, purchase prices, receipts, revenues, issues and profits payable under the Lease or pursuant to any other lease with respect to the Property;

(i) all rights, powers, privileges and other benefits of the Mortgagor in Governmental Actions now or hereafter obtained by the Mortgagor or the

Lessee (or any Affiliates thereof) from any Governmental Authority relating to the ownership, operation, management and use of the Property, the development and financing of the Property, the Improvements and the Equipment, the construction and operation of the Facility and any improvements, modifications or additions thereto;

(J) the accounts established and maintained pursuant to the Security Documents and all cash, cash equivalents, instruments, investments and other securities deposited or required to be deposited with the Mortgagor or the Mortgagee pursuant to any provision of this Mortgage, the Lease, the Security Documents and any other Operative Document;

(K) any and all other property that may from time to time, by delivery or by writing of any kind, be subjected to the lien hereof by the Mortgagor or by anyone with its consent, or which may come into the possession or be subject to the control of the Mortgagee pursuant to this Mortgage, including, without limitation, all proceeds of any sales or other dispositions of all or part of the Mortgaged Property, any such property being hereby assigned to the Mortgagee and subjected or added to the lien or estate created by this Mortgage forthwith upon the acquisition thereof by the Mortgagor, as fully as if such property were not owned by the Mortgagor and were specifically described in this Mortgage and subjected to the lien and security interest hereof; and the Mortgagor is hereby authorized to receive any and all such property as and for additional security hereunder;

(L) all the remainder or remainders, reversion or reversions, rents, revenues, issues, profits, royalties, income and other benefits derived from any of the foregoing, all of which are hereby assigned to the Mortgagee, who is hereby authorized to collect and receive the same, to give proper receipts and acquittances therefor and to apply the same to the payment of the Obligations in accordance with the provisions of this Mortgage;

(M) Intentionally Omitted;

(N) any right to restitution from the Lessee, or any other Person in respect of any determination of invalidity of any of the Lease, Security Documents, the Loan Agreement, the Note and the other Operative Documents; and

(O) all proceeds, both cash and noncash, of the foregoing, including all proceeds of the insurance required to be maintained by or on behalf of the Lessee pursuant to the Lease and the other Operative Documents and all awards or other compensation heretofore or hereafter made to the Mortgagor, including any awards for severance damages, all of which are hereby assigned to the Mortgagee, who is hereby authorized, subject to the

provisions of this Mortgage, to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor and to apply the same to the payment of the Obligations in accordance with the provisions of this Mortgage and the other Operative Documents;

(All of the foregoing property and rights and interests now owned or held or subsequently acquired by the Mortgagor and described in the foregoing clauses (A) through (O) are, excluding Excepted Payments and Excepted Rights, collectively referred to as the "Mortgaged Property"); PROVIDED THAT EXCLUDED from the Mortgaged Property at all times and in all respects shall be (i) all Excepted Payments and Excepted Rights, (ii) all inventory of any lessee of the Mortgaged Property, and (iii) all equipment, furnishings and fixtures purchased by any lessee of the Mortgaged Property with funds not provided by the Mortgagee;

(b) Mortgagor hereby expressly waives and releases any and all right, benefit, privilege, advantage or exemption under and by virtue of any and all statutes and laws of the state or other jurisdiction in which the Mortgaged Property is located providing for the exemption of homesteads from sale on execution or otherwise;

(c) the following clauses shall apply as though this instrument had been in the first instance drawn as a mortgage, and Mortgagee shall have the rights and duties of Mortgagee and Mortgagor (those of Mortgagor:

(i) If any provision of this Mortgage is inconsistent with any applicable provision of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 et seq. (herein, as amended and as it may hereafter be amended from time to time, called the "Act"), the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can fairly be construed in a manner consistent with the Act.

(ii) Without in any way limiting or restricting any of Mortgagee's rights, remedies, powers and authorities under this Mortgage, and in addition to all of such rights, remedies, powers, and authorities, the Mortgagee shall also have and may exercise any and all rights, remedies, powers, and authorities which the holder of a mortgage is permitted to have or exercise under the provisions of the Act, as the same may be amended from time to time. If any provision of this Mortgage shall grant to Mortgagee any rights, remedies, powers or authorities upon default of the Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with all of the rights, remedies, powers and authorities granted in the Act to the fullest extent permitted by law.

(iii) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510, 15-1512, or any other provision of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in any other provision of this Mortgage, shall be added to the indebtedness secured by this Mortgage and by the judgment of foreclosure;

(d) Mortgagee shall have the right to have a receiver appointed to administer the Property subject to the terms of the Lease following the occurrence of a Lease Event of Default;

(e) Mortgagor hereby waives the benefit of all appraisement, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshaling in the event of any sale of the Property or any interest therein;

(f) Mortgagor waives the benefit of all laws now existing or that may subsequently be enacted providing for (i) any appraisement before sale of any portion of the Property, (ii) any extension of the time for the enforcement of the collection of the indebtedness or the creation or extension of a period of redemption from any sale made in collecting such debt and (iii) exemption of the Property from attachment, levy or sale under execution or exemption from civil process. Except as otherwise set forth herein, to the full extent the Mortgagor may do so, the Mortgagor agrees that the Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisement, valuation, stay, exemption, extension or redemption, reinstatement or requiring foreclosure of this Mortgage before exercising any other remedy granted hereunder and the Mortgagor for the Mortgagor and its successors and assigns, and for any and all Persons ever claiming any interest in the Mortgaged Property, to the extent permitted by law, hereby waives and releases all rights of redemption, reinstatement, valuation, appraisement, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshaling in the event of foreclosure of the liens hereby created;

(g) Intentionally Omitted;

(h) upon the occurrence of a Lease Event of Default, Lessor may proceed by a suit or suits in equity or at law, whether for a foreclosure hereunder, or for the sale of the Mortgaged Property, or for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for the appointment of a receiver pending any foreclosure hereunder



or the sale of the Mortgaged Property, or for the enforcement of any other appropriate legal or equitable remedy,

(i) with respect to any personal property subject hereto, (v) this Lease shall also be deemed to be a security agreement and financing statement within the meaning of Article 9 of the Uniform Commercial Code; (w) the conveyance provided for in Article II shall be deemed to be a grant by Mortgagor to Mortgagee of a security interest in all of Mortgagor's right, title and interest in and to the Mortgaged Property and all proceeds of the conversion, voluntary or involuntary, of the foregoing into cash, investments, securities or other property, whether in the form of cash, investments, securities or other property; (x) the possession by Mortgagee or any of its agents of notes and such other items of property as constitute instruments, money, negotiable documents or chattel paper shall be deemed to be "possession by the secured party" for purposes of perfecting the security interest pursuant to Section 9-305 of the Uniform Commercial Code; (y) notifications to Persons holding such property, and acknowledgments, receipts or confirmations from financial intermediaries, bankers or agents (as applicable) of Mortgagor shall be deemed to have been given for the purpose of perfecting such security interest under Applicable Law; and (z) the Mortgagee and the Mortgagor agree, to the extent permitted by law, that this Mortgage upon recording or registration in the real estate records of the proper office shall constitute a financing statement filed as a "fixture filing" within the meaning of Sections 9-313 and 9-402 of the Uniform Commercial Code (for purposes of the foregoing, the Mortgagor is the Debtor (with its address as set forth above) and the Mortgagee is the Secured Party (with its address as set forth above)). Mortgagee and Mortgagor shall, to the extent consistent with this Mortgage, take such actions as may be necessary to ensure that, if this Mortgage were deemed to create a security interest in the Mortgaged Property in accordance with this Section 17.4, such security interest would be deemed to be a perfected security interest of first priority under applicable law and will be maintained as such throughout the Term."

7. Counterparts. This Memorandum may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

8. Successors and Assigns. This Memorandum and the Lease shall apply to, be binding upon and inure to the benefit of, the parties hereto and their respective successors, executors, administrators, legal representatives, heirs and assigns, subject to the terms of the Lease.

9. SECTION 5. GOVERNING LAW. THIS MEMORANDUM OF LEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION,

VALIDITY AND PERFORMANCE (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW), BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES, EXCEPT AS TO MATTERS RELATING TO THE CREATION OF THE LEASEHOLD ESTATE HEREUNDER, AND THE EXERCISE OF RIGHTS AND REMEDIES WITH RESPECT THERETO, WHICH SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE IN WHICH THE LEASEHOLD ESTATE IS LOCATED.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be signed and sealed by their duly authorized officers as of the day and year first above written.

**LESSOR**

CREDIT SUISSE LEASING 92A, L.P.,  
a Delaware limited partnership

By: Its general partner:  
CREDIT SUISSE FIRST BOSTON, a Swiss bank operating  
through its New York branch,

By: *Finney*  
Name: Robert N. Finney  
Title: Managing Director

By: *W. H. U.*  
Name: Carl C. Weatherley-White  
Title: Vice President

**LESSEE**

HOME DEPOT U.S.A., INC.

By: *Carol B. Tome*  
Name: Carol B. Tome  
Title: Vice President/Treasurer



LESSOR'S ACKNOWLEDGMENT

STATE OF GEORGIA )  
 )SS:  
COUNTY OF FULTON )

On the 22 day of Oct., 1998, before me personally came Robert N. Finney to me known, who, being by me duly sworn, did depose, acknowledge, and say that he/she resides at Alpharetta, Georgia, that he/she is a Managing Director of Credit Suisse First Boston, the general partner of Credit Suisse Leasing 92A, L.P., the entity described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the board of directors of said entity.

Margaret A. Bellin  
Notary Public

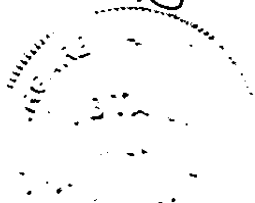
MY COMMISSION EXPIRES OCT. 8, 2002  
My commission expires

STATE OF GEORGIA )  
 )SS:  
COUNTY OF FULTON )

On the 22 day of Oct., 1998, before me personally came Carl C. Weatherky-White to me known, who, being by me duly sworn, did depose, acknowledge, and say that he/she resides at New York, New York, that he/she is a Vice President of Credit Suisse First Boston, the general partner of Credit Suisse Leasing 92A, L.P., the entity described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the board of directors of said entity.

Margaret A. Bellin  
Notary Public

MY COMMISSION EXPIRES OCT. 8, 2002  
My commission expires



LESSEE'S ACKNOWLEDGMENT

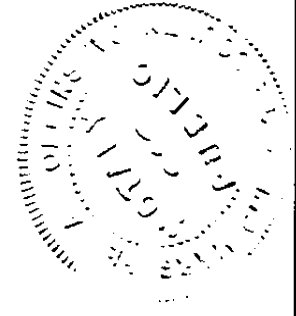
STATE OF GEORGIA)  
COUNTY OF FULTON) SS

On the 22 day of Oct., 1998, before me personally came Carol B. Tome', known to me to be the person whose name is subscribed to the foregoing instrument and known by me to be an authorized signatory for HOME DEPOT U.S.A., INC., the corporation described in and which executed the foregoing instrument, and acknowledged to me that the instrument was executed for the purposes and consideration therein expressed as the act of the corporation and the instrument was signed by the authorized signatory, all by order of the board of directors of said corporation.

Margaret A. Berry  
Notary Public

My Commission Expires: Oct. 8, 2002

MY COMMISSION EXPIRES OCT. 8, 2002



THIS INSTRUMENT  
PREPARED BY:

Thomas K. Dotzenrod, Esq.  
King & Spalding  
191 Peachtree Street  
Atlanta, Georgia 30303

Property of Cook County Clerk's Office

EXHIBIT A

Description of the Land

Common Address: \_\_\_\_\_

P.I.N.: \_\_\_\_\_

Property of Cook County Clerk's Office

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## EXHIBIT A

### PARCEL 1:

LOTS 1 AND 1A IN HOME DEPOT PALATINE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 19, 1997 AS DOCUMENT NO. 97353781.

### PARCEL 2:

EASEMENTS AND RIGHTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE RECIPROCAL EASEMENT AND OPERATING AGREEMENT DATED MAY 16, 1997 RECORDED MAY 19, 1997 AS DOCUMENT NO. 97353789.

### PARCEL 3:

EASEMENTS AND RIGHTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE EASEMENT AGREEMENT DATED MAY 16, 1997 AND RECORDED MAY 19, 1997 AS DOCUMENT 97353791.

### PARCEL 4:

EASEMENTS AND RIGHTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE EASEMENT AGREEMENT DATED MAY 16, 1997 AND RECORDED MAY 19, 1997 AS DOCUMENT NO. 97353792.

### PARCEL 5:

EASEMENTS AND RIGHTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE CROSS ACCESS EASEMENT AGREEMENT DATED MAY 16, 1997 AND RECORDED MAY 19, 1997 AS DOCUMENT 97353790.

**Tax NO:** 02-12-100-083  
02-12-100-084  
02-12-100-080  
02-12-100-078  
02-12-100-051

**Address:** 825 E. Dundee Road  
Palatine, Illinois