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6209/0231 92 001 Page 1 of 14

1999-07-08 12:47:41

Cook County Recorder 47.00



99654736

This instrument was prepared by, and upon recording, should be returned to:

Gary W. Farris, Esq.  
Burr & Forman LLP  
One Georgia Center - Suite 1200  
600 West Peachtree Street  
Atlanta, Georgia 30308

Property Location: Lincoln Hwy/Cicero Ave  
Matteson, Illinois

Tax Parcel Number: 31-22-300-023

Cross-reference: Inst. No. 98-700252  
Inst. No. 98-700253  
County Clerk's Office  
Cook County, Illinois

by 7700532 D2 1 all

**ASSUMPTION AND MODIFICATION  
OF MORTGAGE AND OTHER LOAN DOCUMENTS**

THIS ASSUMPTION AND MODIFICATION OF MORTGAGE AND OTHER LOAN DOCUMENTS (this "Agreement") is entered into as of the 28 day of June, 1999, by and among WEC 98C-5 LLC, a Texas limited liability company (hereinafter referred to as "Borrower"); WOLVERINE EQUITIES COMPANY 98C L.P., a Texas limited partnership (hereinafter referred to as "Wolverine"); WILSON CPS, LLC, a New Jersey limited liability company (hereinafter referred to as "Wilson"); and RED MOUNTAIN FUNDING, LLC, a Delaware limited liability company (hereinafter referred to as "Lender").

RECITALS:

Borrower is indebted to Lender for a loan in the original principal amount of \$13,612,500.00 (the "Loan"), which is evidenced by a Promissory Note dated as of August 5, 1998 (the "Note"), payable by Borrower to the order of Lender in said principal amount. As security for the Loan, Borrower granted a first lien and security interest in the improved parcel of real estate located in Cook County, Illinois, more particularly described in Exhibit A attached hereto (the "Mortgaged Property"), pursuant to the following instruments which are currently owned and held by Lender:

BOX 333-CTT

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(1) Mortgage, Security Agreement, and Assignment of Leases and Rents dated as of August 5, 1998, from Borrower to Lender, as recorded on August 10, 1998, with the County Clerk of Cook County, Illinois, as Document No. 98-700252 (the "Security Instrument"); and

(2) Assignment of Lease and Rents dated as of August 5, 1998, from Borrower to Lender, as recorded on August 10, 1998, with the County Clerk of Cook County, Illinois, as Document No. 98-700253 (the "Assignment").

The Note, the Security Instrument, the Assignment, and the other documents, certificates, and instruments executed in connection with the Loan described in Exhibit B attached hereto are collectively referred to as the "Loan Documents".

Wolverine, which is the sole member of Borrower, and Wilson have entered into an agreement (the "Purchase Agreement") pursuant to which Wilson shall acquire from Wolverine the membership interest in Borrower and all issued and outstanding shares of stock in Wolverine 98C-5, Inc., a Texas corporation, which is the sole manager of Borrower (the "Manager"). Borrower, Wolverine, and Wilson have requested that Lender (i) consent to Wolverine's transfer and assignment of its membership interest and stock in Manager to Wilson, and (ii) release and discharge Wolverine from its obligations pursuant to the Loan and the Loan Documents from and after the date hereof. Lender is willing to grant each of the foregoing requests, provided that (i) Borrower satisfies all conditions for such transfer and assumption set forth in the Security Instrument and (ii) Borrower agrees to certain modifications to the Loan Documents which are necessary to effect a Secondary Market Transaction (as defined in the Security Instrument).

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Lender to consent to the transfer of the membership interest in Borrower and the stock in Manager and the other matters described herein, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings ascribed to them in the Security Instrument.

2. **Consent to Transfer.** In reliance upon the representations, warranties, covenants, and agreements set forth herein and subject to the conditions precedent set forth in Section 6 below, Lender hereby consents to each of the following transfers and other matters:

(i) The transfer and assignment by Wolverine of a one hundred percent (100%) membership interest in Borrower to Wilson;

(ii) The transfer and assignment by Wolverine of all issued and outstanding shares of stock in Manager to Wilson;

(iii) The change of the corporate name of Manager to "Wilson 98C-5, Inc."; and

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(iv) The change of the registered agent and office of both Borrower and Manager in the State of Texas.

The foregoing consent of Lender to the transfers and other matters described above (the "Permitted Events") shall not be construed or interpreted as Lender's consent or acquiescence to any subsequent sale, transfer, or encumbrance of all or any interest in Borrower or Manager, or any other matter of a similar nature affecting Borrower or Manager, and any such subsequent sale, transfer, encumbrance, or such other matter shall be governed by the provisions of Section 9 of the Security Instrument.

3. **Assumption by Wilson.** Wilson hereby assumes and agrees to be bound by, and to pay and perform, all covenants, representations, warranties, and other obligations of Wolverine, as sole member of Borrower, pursuant to the Loan and the Loan Documents (the "Obligations") strictly in accordance with the terms and conditions thereof, as such terms and conditions are modified pursuant to this Agreement and any other document or instrument executed in connection herewith (this Agreement and such other documents and instruments are hereinafter collectively referred to as the "Assumption Documents"). Borrower and Wilson agree that the Loan Documents, as so modified, are in full force and effect, are subject to no defenses, setoffs, counterclaims, or rights of recoupment available to Borrower or Wilson, and are enforceable against Borrower and Wilson in accordance with their respective terms.

4. **Release of Wolverine.** In reliance upon the representations, warranties, covenants, and agreements set forth herein but subject to the conditions precedent set forth in Section 6 below, Lender hereby releases and discharges Wolverine from any and all liabilities and obligations arising from or relating to the Loan and the Loan Documents, provided that Wolverine shall continue to be liable with respect to the breach of any representation, warranty, or covenant by Wolverine set forth in the Loan Documents and this Agreement that exists as of the date hereof. By signing below, Lender hereby acknowledges that the conditions precedent set forth in Section 6 have been satisfied.

5. **Amendments to Note and Security Instrument.** Subject to the conditions set forth in Sections 6 and 7 below, Borrower and Lender agree that the Loan Documents are hereby amended in the following respects:

(a) Paragraph (p) of Section 20 of the Security Instrument is hereby deleted, and the following paragraph is substituted in lieu thereof:

*(p) If Borrower is a limited partnership or a limited liability company, at least one general partner, managing member, or member, as the case may be, shall be a corporation whose sole asset is its interest in Borrower and which at all times has a director who qualifies as an Independent Director (as defined below), or if Borrower is a corporation, at least one member of the board of directors is a person who qualifies as an Independent Director (in each case, an "SPC Member"), and such SPC Member shall at all*

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*times comply, and SPC Member and the other owners of Borrower shall cause Borrower to comply, with each of the representations, warranties, and covenants contained in this Section 20 as if such representation, warranty, or covenant was made directly by such SPC Member. As used herein, the term "Independent Director" shall mean an individual who, at the time of such individual's appointment as a purported Independent Director, or at any time within the five (5) year period preceding such individual's appointment as a purported Independent Director, or at any time thereafter while serving as Independent Director, is not (i) a shareholder, officer, director (except when acting as an Independent Director), partner, or employee of Borrower or any of its affiliates, (ii) a significant advisor or consultant to Borrower or any of its affiliates, (iii) engaged under significant personal service contract(s) with Borrower or any of its affiliates, (iv) affiliated with a tax exempt entity that receives significant contributions from Borrower or any of its affiliates; (v) a creditor, customer of, or supplier to, Borrower or any of its affiliates, (vi) a person or other entity controlling or under common control with any such affiliate, shareholder, partner, director, officer, employee, creditor, supplier, or customer, or (vii) a member of the immediate family of any person described of any person described in items (i) through (vi) above, inclusive. As used herein, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of voting securities, by contract or otherwise.*

(b) All references to the "Non-Consolidation Opinion" in the Security Instrument (including, without limitation, the reference in paragraph (r) of Section 20) shall henceforth refer to the Non-Consolidation Opinion of even date herewith issued by Winstead Sechrest & Minick P.C. for the benefit of Lender and the other parties, and any substituted and additional opinions hereafter delivered to Lender in connection with the subject matter thereof.

(c) The following paragraph is inserted after paragraph (r) of Section 20 of the Security Instrument:

(s) *Borrower shall not cause or permit the board of directors of Borrower or the SPC Member, as applicable, to take any action which, under the terms of any certificate of incorporation, by-laws, operating agreement or any voting trust agreement with respect to any common stock, requires the vote of the board of directors of Borrower or the members or general partners of Borrower or the SPC Member, as applicable, unless at the time of*

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*such action all of the directors of Borrower or the SPC Member, as applicable, shall have taken into account the interest of Borrower's creditors, as well as the interest of Borrower's shareholders, members, or partners, as applicable, notwithstanding that Borrower is not then insolvent.*

(d) Each and every reference to an address for Borrower set forth in the Security Instrument and in any other Loan Document is hereby deleted, and the following address is substituted in lieu thereof, which shall constitute the address of Borrower for all purposes under the Security Instrument and the other Loan Documents:

c/o Wilson CPS, LLC  
Park 80 West Plaza II  
Saddle Brook, New Jersey 07663  
Attention: Victor Afonso

With a copy to:

Dollinger & Dollinger, P.A.  
365 West Passaic Street  
Rochelle Park, New Jersey 07662  
Attention: Martin E. Dollinger, Esq.

(e) All references to the Note and the Security Instrument in each of the other Loan Documents shall henceforth refer to the Note and the Security Instrument has amended hereby and as the same might hereafter be amended, supplement, restated, or consolidated in accordance with the terms thereof.

6. **Conditions Precedent.** Notwithstanding anything to the contrary in this Agreement, Lender's consent to the transactions described herein is subject to the following conditions precedent:

- (1) The due execution and delivery of this Agreement;
- (2) The due execution and delivery by Wilson ("Indemnitor") of an Indemnity and Guaranty Agreement in form acceptable to Lender, and the due execution and delivery by Indemnitor of a Hazardous Substances Indemnity Agreement in form acceptable to Lender;
- (3) Borrower executes, without any cost or expense to Lender, new financing statements or financing statement amendments and any additional documents reasonably requested by Lender;
- (4) Receipt by Lender of certified copies of the organizational documents of Wilson, which shall be in form and content acceptable to Lender, together with evidence that Wilson is qualified, registered, and in good standing in the state of its

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organization or formation and in the state where the Property is located (or evidence satisfactory to Lender and its counsel that such qualification and registration is not legally required), and certified resolutions of the governing body of Wilson authorizing the transaction described or contemplated herein;

(5) Receipt by Lender of certified resolutions of Wilson, as sole shareholder of Manager, for the appointment of a new board of directors of Manager, including at least one director who qualifies as an Independent Director in the judgment of Lender;

(6) Borrower shall cause to be delivered to Lender, without any cost or expense to Lender, such endorsements to Lender's title insurance policy, hazard insurance endorsements or certificates and other similar materials as Lender may deem necessary, all in form and substance reasonably satisfactory to Lender, including without limitation, an endorsement or endorsements to Lender's title insurance policy insuring the lien of the Security Instrument, extending the effective date of such policy to the date of execution and delivery (or, if later, of recording) of this Agreement with no additional exceptions added to such policy and insuring that fee simple title to the mortgaged Property is vested in Borrower, or, in lieu thereof, such other documents or evidence as Lender may reasonably require in order to confirm that such policy is unaffected by the transfer of the membership interest;

(7) As of the date of this Agreement, Borrower is in compliance with the provisions of Section 20 of the Security Instrument;

(8) Lender shall have received such legal opinions as may be reasonably requested by Lender, including a non-consolidation opinion in form and content acceptable to Lender;

(9) Wilson shall have amended Borrower's organizational documents to implement any changes which Lender deems necessary or desirable to effectuate a Secondary Market Transaction with respect to the Loan, and

(10) Borrower pays to Lender all out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, incurred by Lender in connection with the preparation, negotiation, execution and (if applicable) the recordation of this Agreement and the other Assumption Documents and the consummation of the transaction contemplated herein and therein.

**7. Tenant's Consent.** Under the terms of the Lease and the Subordination, Non-Disturbance, and Attornment Agreement among Lender, Borrower, and Tenant, Tenant has the right to approve any amendments to the substantive term of the Loan Documents entered into by Lender and Borrower which occur prior to Tenant's exercise of its option to purchase the Mortgaged Property pursuant to the Lease. Borrower, Wilson, and Wolverine agree to use commercially reasonable efforts to obtain Tenant's written approval of the amendments to the Loan Documents set forth in Section 5 above. Borrower and Lender agree that the amendments to the Loan Documents set forth in Section 5 above shall be null and void ab initio if both of the following events shall occur or fail to occur, as the case might be: (1) Tenant fails or refuses to consent to such

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amendments to the Loan Documents and (ii) Tenant exercises its option to purchase the Mortgaged Property pursuant to the Lease (collectively, the "Nullification Events"). Unless and until the Nullification Events occur, the amendments to the Loan Documents set forth in Section 5 above shall be effective and enforceable against Borrower in their entirety.

**8. Representations, Warranties, and Additional Covenants of Wolverine.** Wolverine represents and warrants to Lender, and covenants with Lender, that as of the date hereof (i) no Event of Default, or to Wolverine's knowledge, event which with the giving of notice or lapse of time, or both, would constitute an Event of Default, exists under the Loan Documents; (ii) to the best of Wolverine's actual knowledge, the Mortgaged Property is operating in compliance with the terms and conditions contained in the Loan Documents; (iii) there are no setoffs, defenses, or counterclaims on the part of Borrower to the payment or performance of the obligations under the Loan Documents; and (iv) to the best of Wolverine's actual knowledge, Lender has performed all of its obligations under the Loan Documents.

**9. Representations and Warranties of Wilson.** As an inducement for Lender to grant the consent herein provided, Wilson represents and warrants to Lender that (i) upon the transfer of the membership interest in Borrower to Wilson, the representations and warranties contained in the Loan Documents shall be true and complete, including, without limitation, the representations and warranties set forth in Section 20 of the Security Instrument; (ii) Wilson is a limited liability company duly formed, validly existing, and in good standing under the laws of the State of New Jersey, and Wilson's execution and delivery of this Agreement and the other Assumption Documents have been duly authorized by all necessary action of this members and managers; (iii) Wilson's federal tax identification number is 22-3660068; (iv) Wilson's execution and delivery of this Agreement and the other Assumption Documents, and the transfer to Wilson of the membership interest in Borrower and the stock in Manager, do not constitute a violation by Wilson of any agreement, law, statute, decree, or decision which is binding on Wilson or Borrower; and (v) all financial information regarding of Wilson heretofore provided and hereafter to be provided to Lender is and will be true and complete in all respects as of their respective dates and fairly represent the financial condition of the business to which it pertains, and no materially adverse change has occurred in the financial conditions reflected therein since the respective dates thereof. Borrower and Wilson agree that the foregoing representations and warranties shall be binding upon Borrower and that the falsity or inaccuracy of any of the foregoing representations and warranties in any material respect shall constitute an "Event of Default" pursuant to the Security Instrument and the other Loan Documents.

**10. Lender's Estoppel.** Lender hereby certifies to Wilson and Borrower that (i) the outstanding principal amount balance of the Loan as of the date hereof is \$13,574,210.48; (ii) the monthly installments of principal and interest due under the Loan have been paid through June 30, 1999; (iii) to the actual knowledge of Lender, without independent investigation or inquiry, no Event of Default or event which, with the giving of notice or lapse of time, or both, would constitute an Event of Default, exists under the Note, the Security Instrument, or any of the other Loan Documents; and (iv) to the actual knowledge of Lender, without independent investigation or inquiry, attached hereto as Exhibit B is a true, correct, and complete list of the Loan Documents. Borrower and Wilson acknowledge that, except as set forth above in this Section, Lender has made no representation or warranty, whether expressed or implied, regarding the Loan, the Mortgaged Property, or any matter relating to the Loan or the Mortgaged Property. Borrower and Wilson further acknowledge and agree that Lender has made no specific investigation of Borrower's compliance with the terms and conditions of the Loan Documents except to determine that all payments of

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principal and interest on the Loan are current, and nothing herein shall constitute a waiver of any Event of Default, or event, which with the giving of notice or lapse of time, or both, would constitute an Event of Default, that may exist under the Loan Documents.

11. **Sequencing.** For purposes of this Agreement but subject to the conditions precedent set forth herein, the consent of Lender to the Permitted Events shall be deemed to have been granted immediately prior to the occurrence of the Permitted Events, but all other covenants, agreements, representations, and warranties shall be deemed effective contemporaneously with, and after giving effect to, the Permitted Events.

12. **No Novation.** The execution and delivery of this Agreement and the other Assumption Documents will not be interpreted or construed as, and in fact does not constitute, a novation, payment, or satisfaction of all or any portion of the Loan or any other obligations pursuant to the Loan Documents; rather, this Agreement and the other Assumption Documents are strictly amendatory in nature. The Loan will continue to be secured by the Security Instrument and the other Loan Documents, as amended herein, without change in nature, amount, or priority.

13. **Counterparts.** This Agreement and the other Assumption Documents may be executed in any number of counterparts as may be convenient or required, each of which shall be an original with the same force and effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of this Agreement or any other Assumption Document by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement or such other Assumption Document. Any party delivering an executed counterpart of this Agreement or any other Assumption Document by telefacsimile also shall deliver an original executed counterpart of this Agreement or such other Assumption Document, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement or such other Assumption Document.

14. **Interpretation.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party to this Agreement by any court or other governmental or judicial authority by reason of such party's having or being deemed to have structured or dictated such provision.

15. **Integration.** The parties hereto acknowledge that to their knowledge there are no promises, agreements, understandings or commitments of any nature whatsoever that have been made by or on behalf of the Lender in respect to the Loan Documents, this Agreement, the other Assumption Documents, or the transactions contemplated by any of the Assumption Documents, except agreements as may be contained in written documents that have been duly executed by an authorized representative of Lender.

16. **Governing Law.** The validity, interpretation, enforcement, and effect of this Agreement and the other Assumption Documents shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.

[THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY]



IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written, with the intention that this Agreement take effect as an instrument under seal.

WOLVERINE EQUITIES COMPANY 98C L.P., a Texas limited partnership

By: Wolverine Holding Company, a Texas corporation Its General Partner

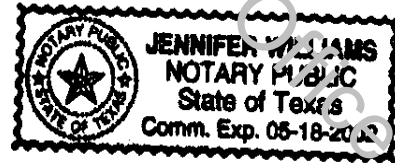
By: [Signature]  
Name: GREG L. ENGLAND  
Title: VICE PRESIDENT

[Affix corporate seal]

STATE OF TEXAS )  
COUNTY OF DALLAS ) SS

I, JENNIFER WILLIAMS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GREG L. ENGLAND, the VICE PRESIDENT of Wolverine Holding Company, a Texas corporation, which is the General Partner of Wolverine Equities Company 98C L.P., a Texas limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as such officer of such corporation, as her own free and voluntary act and as the free and voluntary act of such corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25 day of June, 1999.  
[Signature]  
NOTARY PUBLIC  
My Commission Expires: 5-18-2002



[Affix notarial seal]

[EXECUTIONS CONTINUED ON NEXT PAGE]

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WEC 98C-5 LLC, a Texas limited liability company

By: **Wilson 98C-5, Inc.**, a Texas corporation (formerly known as Wolverine 98C-5, Inc.)  
Its Managing Member

By: RL  
Name: Robert Wilson  
Title: General mgr

STATE OF New Jersey)  
  ) SS  
COUNTY OF Bergen)

I, Holly Jeanne Redel, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Wilson, the General Manager of Wilson 98C-5, Inc., a Texas corporation, which is the managing member of WEC 98C-5 LLC, a Texas limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as such officer of such corporation, as his own free and voluntary act and as the free and voluntary act of such corporation for the uses and purpose therein set forth.

Given under my hand and Notarial seal this 25 day of June, 1999.

Holly Jeanne Redel  
NOTARY PUBLIC  
My Commission Expires: 9/24/2002

[Affix notarial seal]

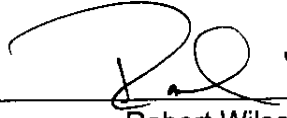


[EXECUTIONS CONTINUED ON NEXT PAGE]

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WILSON CPS, LLC, a New Jersey limited liability company

By:   
Name: Robert Wilson  
Title: General Manager

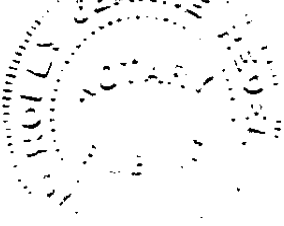
STATE OF New Jersey )  
COUNTY OF Bergen ) SS

I, Holly Jeanne Redel, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Wilson, the General Manager of WILSON CPS, LLC, a New Jersey limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as such officer of such limited liability company, as his own free and voluntary act and as the free and voluntary act of such limited liability company for the uses and purpose therein set forth.

Given under my hand and Notarial seal this 25 day of June, 1999.

Holly Jeanne Redel  
NOTARY PUBLIC  
My Commission Expires: 9/24/2002

[Affix notarial seal]



[EXECUTIONS CONTINUED ON NEXT PAGE]

RED MOUNTAIN FUNDING, LLC, a Delaware limited liability company

By: Lawrence D. Katz  
Name: LAWRENCE D. KATZ  
Title: AUTHORIZED SIGNATORY

STATE OF Alabama )  
COUNTY OF Jefferson ) SS

I, Kimberly G. Gear, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lawrence D. Katz, an Authorized Signatory of RED MOUNTAIN FUNDING, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as such officer of such limited liability company, as his own free and voluntary act and as the free and voluntary act of such limited liability company for the uses and purpose therein set forth.

Given under my hand and Notarial seal this 28<sup>th</sup> day of June, 1999.

Kimberly G. Gear  
NOTARY PUBLIC  
My Commission Expires: 8/1/99

[Affix notarial seal]

[END OF EXECUTIONS]

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Return To: *Sharon Cooper*  
Chicago Title Insurance Company  
Southwest Region Commercial Center  
2001 Bryan Street, Suite 1700  
Dallas, Texas 75201  
214-303-5300

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STREET ADDRESS: CARSON PRIN SCOTT AT LINCOLN MALL

CITY:

COUNTY: COOK

TAX NUMBER: 31-22-300-023-0000

99654736

## LEGAL DESCRIPTION:

### PARCEL 1:

LOT 2 IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 21840371, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENTS CONTAINED IN THAT CERTAIN RECIPROCAL CONSTRUCTION OPERATION AND EASEMENT AGREEMENT DATED MARCH 7, 1972 AND RECORDED ON MARCH 24, 1972 AS DOCUMENT NUMBER 21846183, AS AMENDED BY EASEMENT AGREEMENT RECORDED ON MARCH 29, 1971, AS DOCUMENT 21433856, AND BY DOCUMENT NO. 24099069, IN, ON, OVER, UPON AND UNDER LOTS 1, 3, 4, 5 AND 6 IN LINCOLN MALL SUBDIVISION AFORESAID AS PROVIDED THEREIN.

### PARCEL 3:

EASEMENTS CONTAINED IN THAT CERTAIN TOTAL SITE AGREEMENT DATED MARCH 7, 1972 AND RECORDED MARCH 24, 1972 AS DOCUMENT 21846182, AS AMENDED BY EASEMENT AGREEMENT RECORDED ON MARCH 29, 1971, AS DOCUMENT NO. 21433856, AND BY DOCUMENT NO. 24099069, IN, ON, OVER, UPON AND UNDER LOTS 1, 3, 4, 5, 8, 9, 10 11 AND 12 IN LINCOLN MALL SUBDIVISION AFORESAID AS PROVIDED THEREIN.