

SALES TAX REVENUE SHARING AGREEMENT

This Sales Tax Revenue Sharing Agreement (hereinafter referred to as the “Agreement”) is entered into on this ____ day of _____, 2019 by and between the City of Aurora, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the “CITY”) and Pacific Square, LLC, (hereinafter referred to as “PACIFIC LLC”). (The CITY and PACIFIC LLC are hereinafter sometimes referred to herein individually as a “Party” or collectively as “Parties.”)

RECITALS

A. The CITY is a home-rule municipality and hereby enters into this Agreement pursuant to its home-rule powers; and pursuant to Section 6 (a) of Article VII of the Constitution of the State of Illinois of 1970, the CITY has determined that it has the authority to enter into this Agreement.

B. The CITY deems it to be of significant importance to encourage development and redevelopment within the CITY, so as to maintain a viable real estate tax and sales tax base and employment opportunities.

C. PACIFIC LLC is owner of the Pacific Square Shopping Center located at the northwest corner of Route 59 and New York Street (hereinafter referred to as the “SQUARE”); said SQUARE being legally described on Exhibit A, attached hereto and made part hereof.

D. The SQUARE contains approximately three hundred sixty-one thousand nine hundred ninety-one (361,991) square feet of leasable space.

E. A previous owner of the SQUARE, Yorkshire Plaza, LLC (hereinafter referred to as “YORKSHIRE LLC”), previously entered into a lease with Best Buy

Stores, L.P. (hereinafter referred to as “BEST BUY”) for approximately fifty-seven thousand nine hundred sixty (57,960) square feet of leasable space, effective for a ten (10) year period, beginning February 1, 2011, and ending January 31, 2021 (hereinafter referred to as the “BB LEASE”). YORKSHIRE LLC assigned the BB LEASE to PACIFIC LLC.

F. PACIFIC LLC intends to renew the BB LEASE with BEST BUY, with said renewed lease being effective for a five (5) year period, beginning February 1, 2021, and ending January 31, 2026, with a five year extension option from February 1, 2026 and ending January 31, 2031 (hereinafter referred to as the “BB LEASE EXTENSION”).

G. The Parties anticipate that the BB LEASE EXTENSION will maintain, and even possibly enhance, the CITY’s real estate and sales tax base, and will maintain existing, and create additional, employment opportunities in the CITY by maintaining current, and creating additional, sales, which will require the need for additional employees at BEST BUY.

H. Both PACIFIC LLC and the CITY acknowledge that a lease extension with BEST BUY will have a positive impact on the SQUARE’S ability to attract new tenants and retain existing tenants, and will allow the SQUARE to remain competitive in future business attraction and retention.

I. YORKSHIRE LLC and the CITY previously entered into a sales tax revenue sharing agreement, a copy of which is attached hereto as Exhibit B, for a term of up to ten (10) years, beginning February 1, 2011 (hereinafter referred to as the “YORKSHIRE REVENUE SHARING AGREEMENT”). YORKSHIRE LLC assigned the YORKSHIRE REVENUE SHARING AGREEMENT to PACIFIC LLC. The

YORKSHIRE REVENUE SHARING AGREEMENT remains in full force and effect and is set to expire on January 31, 2021.

J. The CITY and PACIFIC LLC believe that unless the economic assistance is given by the CITY upon the expiration of the YORKSHIRE REVENUE SHARING AGREEMENT as set forth in this Agreement, the BB LEASE EXTENSION may not occur, negatively impacting the SQUARE and the CITY. This Agreement shall commence on February 1, 2021, following the termination of the YORKSHIRE REVENUE SHARING AGREEMENT and shall provide a rebate of fifty percent (50%) of the total amount of the SALES TAXES, as defined below, received by the CITY from sales at BEST BUY during the term of the BB LEASE EXTENSION, not to exceed the total amount of Two Million and 00/100 U.S. Dollars (\$2,000,000), for a period ten (10) years, conditioned on the continued tenancy of BEST BUY.

K. For purposes of this Agreement, the use of the terms “SALES TAX” or “SALES TAXES” shall be construed to refer to only the net portion of sales taxes imposed by the State of Illinois (hereinafter referred to as the “State”), for distribution to the CITY, pursuant to the Retailers’ Occupation Tax Act, 35 ILCS 120/1 et seq. and the Service Occupation Tax Act, 35 ILCS 115/1 et seq. (as said Acts may be amended or pursuant to any replacement taxes enacted in lieu of said taxes), and which are distributed to the CITY by the State. The term “SALES TAX” shall not include any other taxes imposed by, or levied by, either the CITY or the State.

L. This Agreement is expressly limited to a rebate of fifty percent (50%) of the total amount of the SALES TAXES received by the CITY from sales at BEST BUY during the term of the BB LEASE EXTENSION, which as defined herein shall expire

January 31, 2031, not to exceed the total amount of Two Million and 00/100 U.S. Dollars (\$2,000,000).

M. The BB LEASE EXTENSION shall include a requirement that PACIFIC LLC pay to BEST BUY 40% of the sales tax sharing revenue PACIFIC LLC receives from the CITY under this Agreement (the “BB SHARE”). PACIFIC LLC shall also expend funds to pay for interior and exterior improvements, improved access, new signage, broker fees, attorney fees relating to the SQUARE and BB LEASE EXTENSION. PACIFIC LLC shall bear the sole responsibility of payment of the BB SHARE to BEST BUY. The CITY shall not be liable to BEST BUY if PACIFIC LLC fails, in whole or in part, to pay BEST BUY the BB SHARE.

N The obligations set forth in this Agreement are conditioned upon the execution of the BB LEASE EXTENSION. In the event that BEST BUY terminates the BB LEASE EXTENSION with PACIFIC LLC, this Agreement shall terminate on the date the BB LEASE EXTENSION is terminated or the last day of the BB LEASE EXTENSION.

O. The Parties previously entered into a sales tax revenue sharing agreement regarding the SQUARE (the “SQUARE REVENUE SHARING AGREEMENT”), a copy of which is attached hereto as Exhibit C, which remains in full effect. The Parties acknowledge that Total Sales Tax, as defined in the SQUARE REVENUE SHARING AGREEMENT, shall be reduced by the amount of incentives received by PACIFIC LLC pursuant to the terms of this Agreement for the purposes of calculating the Incentive Revenue or Incremental Sales Tax, as such terms are defined in the SQUARE REVENUE SHARING AGREEMENT.

P. To the extent any work in relation to the SQUARE is performed by contractors under the control of PACIFIC LLC, prevailing wages, as provided for by the Illinois Prevailing Wage Act, shall be paid relative to said work, as provided for in Section 2.05 below.

Q. The CITY and PACIFIC LLC agree that it is in their respective best interests to enter into the Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein made, the Parties hereby agree as follows:

ARTICLE I
RECITALS AS PART OF AGREEMENT

The Parties acknowledge that the statements and representations contained in the foregoing Recitals are true and accurate, to the best of their respective knowledge and belief, without the requirement of further investigation or research, and incorporate such Recitals into this Agreement as if fully set forth herein as this Article I.

ARTICLE II
OBLIGATIONS OF PACIFIC LLC
CONDITION PRECEDENT TO CITY UNDERTAKINGS

2.01 Condition Precedent. Each of the obligations specified in this Article II shall be deemed as a condition precedent to the related, ongoing financial undertakings on the part of the CITY pursuant to this Agreement. The CITY shall only have those financial obligations for which PACIFIC LLC has satisfied all relevant requirements of this Article II.

2.02 Economic Assistance. In order to receive the economic assistance provided for in this Agreement, PACIFIC LLC must enter into the BB LEASE EXTENSION, in accordance with the terms set forth in Recital “M”, keeping BEST

BUY in the CITY, so as to facilitate providing the benefits set forth in the Recitals to the CITY. All improvements made to the BEST BUY premises shall be built in accordance with all CITY approvals and all applicable ordinances, rules and regulations of the CITY. PACIFIC LLC shall not knowingly cause or permit the existence of any violation of CITY ordinances, including but not limited to, the building code, zoning ordinance, fire code and all rules and regulations thereunder. To the extent any work in relation to the SQUARE is performed by contractors under the control of PACIFIC LLC, prevailing wages, as provided for by the Illinois Prevailing Wage Act, shall be paid relative to said work, as provided for in Section 2.05 below.

2.03 Sales Tax Information. PACIFIC LLC shall require BEST BUY to either (A) provide its sales and SALES TAX information from the BEST BUY premises directly to the CITY, or (B) provide written consent to the CITY to obtain the relevant sales and SALES TAX information from the State. CITY acknowledges that PACIFIC LLC has no direct access to sales and SALES TAX information from which it can make representations or warranties. Upon written request from the CITY, PACIFIC LLC will provide any sales and SALES TAX information that it receives.

2.04 Real Estate Taxes and Other Charges. PACIFIC LLC hereby covenants and agrees to promptly pay, or cause to be paid before becoming delinquent, subject to any appeal rights, any and all real estate taxes and governmental charges of general applicability that may at any time be lawfully finally assessed with respect to PACIFIC LLC or the SQUARE.

2.05 Prevailing Wage Requirement. PACIFIC LLC shall pay “Prevailing Wage Rates” to any workers hired by PACIFIC LLC or contractors and subcontractors hired

directly by PACIFIC LLC, if any, with respect to all improvements associated with the SQUARE. The CITY acknowledges that PACIFIC LLC has no contractual right or ability to impose this requirement on BEST BUY, its contractors or subcontractors.

ARTICLE III
CITY OBLIGATIONS AND UNDERTAKINGS

3.01 Economic Assistance. Upon satisfaction by PACIFIC LLC of all of the applicable conditions stated in Article II hereof, the CITY, relying on the representations and warranties of PACIFIC LLC, in order to make retention of BEST BUY economically viable, shall help to defray PACIFIC LLC's SQUARE development and leasing costs by rebating certain SALES TAXES to PACIFIC LLC, in accordance with the terms and conditions of this Agreement. Payments of SALES TAXES to be made by the CITY to PACIFIC LLC, pursuant to this Agreement, shall be made by the CITY to PACIFIC LLC on a bi-annual basis, in an amount not to exceed fifty percent (50%) of the SALES TAXES on BEST BUY sales for a period of up to ten (10) years, beginning February 1, 2021, or until Two Million Dollars and 00/100 (\$2,000,000) have been paid, whichever occurs first and assuming that the BB LEASE EXTENSION as is still in effect (the aforementioned ten (10) year period, being referred to sometimes herein as the "REVENUE SHARING TERM").

3.02 Sales Tax Reports; Payment of Incentive; Confidentiality. The CITY shall use the information provided by BEST BUY and/or the State to calculate the payments to be provided to PACIFIC LLC. PACIFIC LLC hereby acknowledges that the CITY shall have no obligation to refund any SALES TAX under this Agreement unless it can verify the appropriate amount to be refunded, pursuant to the information to be supplied to the CITY under this Section. The CITY, upon receipt of said sales tax information directly

from BEST BUY and/or the State, shall provide PACIFIC LLC with a summary of that information, along with a calculation of the payments to PACIFIC LLC for each calendar year of the “REVENUE SHARING TERM”. Such report shall be certified as accurately reflecting the information provided to the CITY by an officer of the CITY. The CITY shall deliver its report to PACIFIC LLC on a quarterly basis before the ninetieth (90th) day following the end of the calendar quarter for which the CITY is reporting. The bi-annual payments to PACIFIC LLC by the CITY shall be made within forty-five (45) days after the end of each six (6) months of the REVENUE SHARING TERM, and shall be subject to all of the terms and conditions contained in this Agreement. Payments to PACIFIC LLC by the CITY shall be paid by wire transfer to the account specified in Exhibit D. The failure of PACIFIC LLC to receive its incentive payment due to the inaccuracy or incompleteness of information on Exhibit D shall not be deemed a breach of this Agreement. Upon written request, the CITY shall have the right to review PACIFIC LLC’s records relative to this Agreement. The CITY hereby represents and warrants that any and all information regarding SALES TAXES shall be confidential and used only for the purpose of calculating any amounts due and owing to PACIFIC LLC pursuant to this Agreement. The CITY acknowledges that sales and SALES TAX information is proprietary financial information which, if disclosed, would place the supplier thereof at a competitive disadvantage, and, therefore, not subject to disclosure pursuant to the Freedom of Information Act. PACIFIC LLC agrees that the CITY’s compliance with any court order to produce information shall not subject the CITY to any liability hereunder for the release of said information. The CITY shall provide both PACIFIC LLC and BEST BUY prompt written notice of any such attempt to gain access

to the sales and SALES TAX information, and cooperate with either or both should either or both elect to challenge any such attempt

ARTICLE IV
GENERAL PROVISIONS

4.01 Delay and Force Majeure. For the purposes of any of the provisions of this Agreement, neither the CITY nor PACIFIC LLC, as the case may be, nor any successors in interest, shall be considered in breach of, or default of, its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain or storms or below freezing temperatures of abnormal degree or quantity for an abnormal duration, tornadoes and other events or conditions beyond the reasonable control of the Party affected which in fact interfere with the ability of such Party to discharge its respective obligations hereunder. This provision shall not apply to extend times for the CITY to satisfy its payment obligations beyond thirty (30) business days.

4.02 Assignment of Agreement. This Agreement may be assigned by PACIFIC LLC to a bona fide purchaser of its business, provided the transaction does not violate 65 ILCS 5/8-11-20, or any statute enacted to amend or replace 65 ILCS 5/8-11-20 and provided reasonable notice of such assignment is given to the CITY prior to said assignment, and further that the assignee agrees to be bound by all of the terms, conditions and provisions of this Agreement, including, but not limited to, the CITY's default remedies.

4.03 PACIFIC LLC Authority. PACIFIC LLC hereby represents and warrants that it is a limited liability company authorized to do business in, and in good standing

with, the State of Illinois. PACIFIC LLC further represents and warrants that all actions necessary to make PACIFIC LLC's obligations hereunder enforceable against PACIFIC LLC have been taken, and that no further approvals or actions are required.

4.04 Defaults; Remedies.

- (A) In the event of any default under or violation of this Agreement, the Party not in default or violation shall serve written notice upon the Party in default or violation, which notice shall be in writing and shall specify the particular violation or default. Each Party shall have the right to cure any violation of this Agreement or default within thirty (30) days from written notice of such default (or if such violation or default cannot reasonably be cured in said time, the defaulting Party shall begin the cure within said timeframe and then diligently pursue completion of same). In the event of default by the CITY of its obligations to PACIFIC LLC provided for in Article III, PACIFIC LLC's sole and exclusive remedy shall be to seek specific performance from a court of competent jurisdiction plus interest at the rate of prime plus three percent (3%) (hereinafter referred to as "Interest") on any past due amounts and the remedy set forth in (C) below. PACIFIC LLC will not be entitled to any other monetary damages (beyond collection of amounts due, Interest, and attorney fees) from the CITY and hereby expressly waives any claim for monetary damages.
- (B) In the event that PACIFIC LLC fails to meet the provisions of this Agreement, the CITY shall have the following sole and exclusive remedies (plus the rights set forth in subsection (c) below):

1. Suspension of future payments under Section 3.01 above, until such time as the default has been cured; and
 2. Specific performance of the violated terms of the Agreement.
- (C) The non-prevailing Party in any action taken between the Parties on or relating to the obligations and rights under this Agreement shall pay the prevailing Party's reasonable costs and expenses, including reasonable attorney fees, in such action.
- 4.05 Notices. All notices and requests required pursuant to this Agreement shall be sent certified mail as follows:

to the CITY:	City Clerk City of Aurora 44 East Downer Place Aurora, Illinois 60507
with copies to:	Corporation Counsel City of Aurora 44 East Downer Place Aurora, Illinois 60507
and:	Chief Financial Officer City of Aurora 44 East Downer Place Aurora, Illinois 60507
and:	David Dibo Executive Director, Economic Development City of Aurora 44 East Downer Place Aurora, Illinois 60507
and:	Del Galdo Law Group, LLC Attn: James Vasselli, Esq. 1441 South Harlem Ave. Berwyn, Illinois 60402
to PACIFIC LLC:	Pacific Square, LLC

Attn: Eddie Ni
3403 E. Galloway Drive
Richfield, Ohio 44286

with a copies to: Schain Banks
Attn: James R. Griffin, Esq.
70 West Madison Street, Suite 5300
Chicago, Illinois 60602

or at such other addresses as the Parties may indicate in writing to the other either by personal or overnight delivery or by certified or registered mail, return receipt requested, with proof of delivery thereof. Notices shall be deemed effective on the date received or refused.

4.06 Law Governing. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. Venue for any legal action brought by either Party as a result of entering into the Agreement shall be in State Court in Illinois having jurisdiction over the SQUARE and/or the CITY.

4.07 Time. Time is of the essence under this Agreement and all time limits set forth are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the Party excusing such timely performance.

4.08 Limitation of Liability. Notwithstanding anything herein contained to the contrary by implication or otherwise, any obligations of the CITY created by or arising out of this Agreement shall not be a general debt of the CITY on or a charge against its general credit or taxing powers, but shall be a limited obligation payable solely out of the specific SALES TAXES generated by BEST BUY as set forth herein, and shall further be limited to the actual sum of money required to be paid to PACIFIC LLC by the CITY (plus Interest and

attorney fees as set forth above). The CITY shall not be liable for any payments of the BB SHARE to BEST BUY.

4.09 No Waiver or Relinquishment of Right to Enforce Agreement.

Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms covenants, agreements, and conditions herein contained, or any of them, upon the other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect unless waived in a writing signed by the waiving Party.

4.10 Paragraph Headings and Subheadings. All paragraph headings or other headings in this Agreement are for the general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

4.11 Authorization to Execute. The manager(s) of PACIFIC LLC who have executed this Agreement warrant that he/she/they respectively have been lawfully authorized by PACIFIC LLC to execute this Agreement. The Mayor and Clerk of the CITY hereby warrant that they have been lawfully authorized by the City Council of the CITY to execute this Agreement.

4.12 Amendment. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between PACIFIC LLC and the CITY relative to the subject matter thereof. There are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than as herein set forth. No subsequent alternation,

amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

4.13 Counterparts. This Agreement may be executed in two (2) or more counterparts each of which taken together, shall constitute one and the same instrument.

4.14 Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein unless in so doing the fundamental purposes of this Agreement are frustrated or made impossible.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers duly authorized to execute the same, the day and year first above written.

THE CITY OF AURORA,
An Illinois municipal corporation,

By: _____

Its: _____

PACIFIC SQUARE, LLC,
an Illinois limited liability company

By: _____

Its: _____

ACKNOWLEDGMENT

State of Illinois)
) SS
County of _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the Mayor and City Clerk of the City of Aurora, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Council of said Illinois home rule municipal corporation, as their free and voluntary acts, and as the free and voluntary act and deed of said Illinois home rule municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2019.

Notary Public

EXHIBIT "A"
(Legal Description for the SQUARE)

PARCEL 1:

LOT 1, EXCEPT THAT PART OF LOT 1, IN YORKSHIRE PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 13, 1985 AS DOCUMENT R85-109544 AND RE-RECORDED JULY 7, 1985 AS DOCUMENT R86-71755, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2 IN SAID YORKSHIRE PLAZA; THENCE NORTHERLY ALONG THE WESTERN MOST LINE OF SAID LOT 1, 108.28 FEET; THENCE EASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 85° 10'25" WITH THE LAST DESCRIBED COURSE, MEASURED COUNTER-CLOCKWISE THEREFROM, 54.55 FEET FOR A POINT OF BEGINNING; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 40.33 FEET; THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 250 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 150 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 250 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 109.57 FEET TO THE POINT OF BEGINNING IN THE CITY OF AURORA, DUPAGE COUNTY, ILLINOIS; AND LOTS 2, 6 AND 10 IN YORKSHIRE PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 13, 1985 AS DOCUMENT R85-109544 AND RE-RECORDED JULY 7, 1985 AS DOCUMENT R86-71755, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 1A:

THAT PART OF LOT 1 IN YORKSHIRE PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 13, 1985 AS DOCUMENT R85-109544 AND RE-RECORDED JULY 7, 1985 AS DOCUMENT R86-71755, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2 IN SAID YORKSHIRE PLAZA; THENCE NORTHERLY ALONG THE WESTERN MOST LINE OF SAID LOT 1, 108.28 FEET; THENCE EASTERLY ALONG A LINE

WHICH FORMS AN ANGLE OF 85° 10'25" WITH THE LAST DESCRIBED COURSE, MEASURED COUNTER-CLOCKWISE THEREFROM, 54.66 FEET FOR A POINT OF BEGINNING; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 40.33 FEET; THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 250 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 150 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 250 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 109.57 FEET TO THE POINT OF BEGINNING IN THE CITY OF AURORA, DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1: 1) FOR USE OF COMMON AREA, 2) FOR UTILITIES AND 3) FOR PARKING AND FOR VEHICULAR AND PEDESTRIAN ACCESS, AS CREATED BY RECIPROCAL EASEMENT AGREEMENT MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 25, 1985 AND KNOWN AS TRUST NUMBER 65221 AND UNDER TRUST AGREEMENT DATED MARCH 2, 1987 KNOWN AS TRUST NUMBER 10144004 DATED APRIL 1, 1987 AND RECORDED APRIL 8, 1987 AS DOCUMENT R87-048499, OVER, THROUGH AND ACROSS LOTS 4, 5, 7, 8 AND 9 IN YORKSHIRE PLAZA.

PARCEL 3:

EASEMENTS FOR THE BENEFIT OF PARCEL 1: 1) FOR USE OF COMMON AREA, 2) FOR UTILITIES AND 3) PARKING AND FOR VEHICULAR AND PEDESTRIAN ACCESS, AS CREATED BY RECIPROCAL EASEMENT AGREEMENT MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 25, 1985 AND KNOWN AS TRUST NUMBER 65221 AND RR RESTAURANTS 1985-1, A CALIFORNIA LIMITED PARTNERSHIP, DATED MAY 30, 1985 AND RECORDED JUNE 15, 1985 AS DOCUMENT R85-61143 OVER, THROUGH AND ACROSS LOT 3 IN YORKSHIRE PLAZA.

PARCEL 4:

EASEMENTS FOR THE BENEFIT OF PARCEL 1: 1) FOR INGRESS AND EGRESS 2) PARKING 3) MECHANICAL AND OTHER BUILDING EQUIPMENT 4) PARTY WALL, AND 5) WATER, SEWER, ELECTRICAL, CABLE, FIBER OPTIC LINES, AND OTHER UTILITIES, AS CREATED BY EASEMENT AGREEMENT DATED APRIL 10, 2000, AND RECORDED APRIL

12, 2000, AS DOCUMENT NUMBER R2000-052471, BY AND BETWEEN YORKSHIRE CENTER, LLC AND YORKSHIRE KRU, LLC.

PARCEL 5:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR PARKING AS CREATED BY PLAT OF YORKSHIRE PLAZA RECORDED AS DOCUMENT R86-71755.

PARCEL 6:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR ACCESS OVER A 30 FOOT STRIP OF LAND OVER THE EAST HALF OF LOT 5 AS CREATED BY PLAT OF YORKSHIRE PLAZA RECORDED AS DOCUMENT R86-71755.

EXHIBIT “B”

(YORKSHIRE REVENUE SHARING AGREEMENT)

EXHIBIT "C"
(SQUARE REVENUE SHARING AGREEMENT)

EXHIBIT "D"
(WIRE INSTRUCTIONS)