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\*2415007016\*

Doc# 2415007016 Fee \$88.00

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CEDRIC GILES

COOK COUNTY CLERK'S OFFICE

DATE: 5/29/2024 1:06 PM

PAGE: 1 OF 30

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## COOK COUNTY, ILLINOIS RECORDING COVER SHEET FOR DECLARATION OF EASEMENTS COVENANTS AND RESTRICTIONS

For the property legally described as:

LOT 1 AND LOT 1A IN THE FINAL PLAT OF SUBDIVISION OF 1950 E. GOLF ROAD,  
RECORDED WITH THE COOK COUNTY CLERK, IN COOK COUNTY, ILLINOIS ON  
MAY 16, 2024 AS DOCUMENT NUMBER 2413707017.

LOT 1B IN THE FINAL PLAT OF SUBDIVISION OF 1951 MCCONNOR PARKWAY,  
RECORDED WITH THE COOK COUNTY CLERK, IN COOK COUNTY, ILLINOIS ON MAY  
17, 2024 AS DOCUMENT NUMBER 2413808016.

LOT 2 IN CENTENNIAL CENTER SUBDIVISION, BEING A SUBDIVISION IN THE  
SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE  
THIRD PRINCIPAL MERIDIAN, AND THE SOUTHWEST 1/4 OF FRACTIONAL SECTION  
7, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1996 AS  
DOCUMENT 96707738, IN COOK COUNTY, ILLINOIS.

PIN: 07-12-402-009-0000; 08-07-301-009-0000; 07-12-402-010-0000

And commonly known as: 1900 E. Golf Rd., Schaumburg, IL 60173 and 1951 McConnor  
Parkway, Schaumburg, IL 60173

This copy belongs in  
Z2410-01/Fogo DeChao

Z2306-01/Fogo DeChao

**DECLARATION OF EASEMENTS  
COVENANTS AND RESTRICTIONS**

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (“Declaration” or “Agreement”) is entered into as of the 8<sup>th</sup> day of April 2024, by KP CC 1900 LLC, a Delaware limited liability company, TIC 1 KPCC 1900 LLC Delaware limited liability company, TIC 2 KPCC 1900 LLC, a Delaware limited liability company, TIC 3 KPCC 1900 LLC, a Delaware limited liability company, TIC 4 KPCC 1900 LLC, a Delaware limited liability company, TIC 5 KPCC 1900 LLC, a Delaware limited liability company, and TIC 6 KPCC 1900 LLC, a Delaware limited liability company (all collectively referred to herein as the “Declarant”, or individually as an “Owner”, or collectively as the “Owners”).

**PREMISES**

WHEREAS, Declarant owns the property legally described on Exhibit A which is attached hereto and made a part hereof, which is hereafter called the “Property”. The Declarant also owns the property legally described on Exhibit A-1, which is attached hereto and made a part hereof, which is hereafter called the (“South of Walter Payton Drive Property”);

WHEREAS, the Property has been re-subdivided into Lot 1 and Lot1A pursuant to the Final Plat of Subdivision of 1950 E. Golf Road. Lot 1 has been further re-subdivided to carve out Lot 1B from Lot 1, pursuant to the Final Plat of Subdivision of 1951 McConnor Parkway. As a result thereof, Lot 1 referred to in this Declaration does not include the land included in Lot 1B. Lot 1, Lot 1B, and Lot 1A and the South of Walter Payton Drive Property are shown on Exhibit B attached hereto. Lot 1, Lot 1B, Lot1A and the South of Walter Payton Drive Property are each individually called a “Lot” and collectively called “Lots”. Lot 1, Lot 1B, Lot 1A and South of Walter Payton Drive Property owned by a Party (as hereafter defined) is called a “Parcel”, or collectively as the “Parcels”;

WHEREAS, Declarant desires to impose certain easements upon the Lots, the Property and the South of Walter Payton Drive Property, and to establish certain covenants, conditions and restrictions with respect to the Lots, the Property and the South of Walter Payton Drive Property, for the mutual and reciprocal benefit and complement of the Lots, the Property and the South of Walter Payton Drive Property, and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Declarant does hereby declare that Lots, the Property and the South of Walter Payton Drive Property and all present and future owners and occupants of the Lots and the Property and South of Walter Payton Drive Property shall be and are hereby subject

to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Declaration, so that said Lots and the Property and the South of Walter Payton Drive Property shall be maintained, kept, sold and used in full compliance with and subject to this Declaration, and in connection therewith, Declarant covenants and agrees as follows:

1. Grant of Easements.

(a)(i) Road Improvements, Parking and Access Easement on Lot 1 and Lot 1A. The Declarant, as the owner of Lot 1 and Lot 1A, hereby declares that Lot 1 and Lot 1A, and all Owners and Permittees (as hereafter defined) of Lot 1 and Lot 1A from time to time (including all subdivided lots therein by separation of ownership, ground lease or otherwise) shall be benefited by a nonexclusive perpetual easement appurtenant to and for the benefit of the Owners and Permittees of Lot 1 and Lot 1A, which easement is hereby granted and reserved, over and across the paved driveways, roadways, and parking areas (including any parking areas located in parking garages) located from time to time on Lot 1 and Lot 1A for access, ingress and egress, and parking in order to permit ingress, egress and parking and for vehicular and pedestrian traffic between all portions of Lot 1 and Lot 1A from time to time, and to and from adjacent properties and adjacent rights of way. Such easement shall not be construed to constitute a public dedication of any portion of Lot 1 and Lot 1A. In the event a Party creates a lot, or subdivided lot on Lot 1, or Lot 1A, the lot or subdivided lot shall be deemed a Lot and shall benefit from the easements granted herein. The parking rights are granted subject to the parking rights granted by the Owner, or ground lessee, of Lot 1 or Lot 1A to tenants of Lot 1 or Lot 1A designating certain parking spaces as reserved, or for valet parking, or exclusive.

(a)(ii) Road Improvements, Parking and Access Easement On Lot 1 For The Benefit Of Lot 1B. The Declarant, as the owner of Lot 1 and Lot 1B, hereby declares that Lot 1B, and all Owners and Permittees of Lot 1B from time to time (including all subdivided lots therein by separation of ownership, ground lease or otherwise) shall be benefited by a nonexclusive perpetual easement appurtenant to and for the benefit of the Owners and Permittees of Lot 1B, which easement is hereby granted and reserved, over and across the paved driveways, roadways, and parking areas located from time to time within the cross hatched area shown on Exhibit B, for access, ingress and egress, and parking in order to permit ingress, egress and parking and for vehicular and pedestrian traffic between all portions of Lot 1B and the area cross hatched on Exhibit B, and to and from adjacent rights of way. Such easement shall not be construed to constitute a public dedication of any portion of the Property cross hatched on Exhibit B. In the event a Party creates a lot, or subdivided lot on Lot 1B, the lot or subdivided lot shall be deemed a Lot and shall benefit from the easements granted herein.

(b) Barriers and Traffic Control. Subject to the provisions of Section 2, below, each Party may construct, install and maintain on their respective Parcels, traffic controls (including but not limited to traffic islands, curbing, traffic signalization, signage and pavement markings) of such types and at such locations as

each may reasonably determine to be necessary or advisable in order to guide and control the orderly flow of traffic and attempt to prevent or remedy unsafe conditions on their respective Parcel, and between their respective portions of the Property and adjacent portions of the Property and public roadways.

(c) Storm Water Discharge Easement and Detention Pond Easement. The Declarant, as Owner of the South of Walter Payton Drive Property, hereby declares that the Property and South of Walter Payton Drive Property and all Owners and Permittees of the Property and South of Walter Payton Drive Property (including the Lots and subdivided lots by separation of Ownership, ground lease or otherwise) shall be benefited by a nonexclusive perpetual easement appurtenant and for the benefit of the Property and the South of Walter Payton Drive Property, which easements are hereby granted and reserved over and through the storm sewer lines located on the South of Walter Payton Drive Property, and the detention pond (“**Detention Pond**”) shown on Exhibit E and located on the South of Walter Payton Drive Property; all for the purpose of permitting the discharge of naturally occurring storm water and surface water run-off from the Property and the South of Walter Payton Drive Property into the storm lines and into the Detention Pond, and detaining and retaining the water in the Detention Pond. In the event a Party creates a lot or subdivided lot on its Parcel, the lot or subdivided lot shall be deemed a Lot and shall benefit from the easements granted herein.

(d) Utilities. The Declarant, as Owner of the Property, hereby declares that the Property and all Owners and Permittees of the Property (including all subdivided lots by separation of ownership, ground lease or otherwise) shall be benefited by a perpetual non-exclusive easement appurtenant to and for the benefit of the Property, which easement is hereby granted and reserved to transmit through, use and maintain any utility lines, including but not limited to water lines, gas lines, electric lines, cable lines, fiber optic lines, sanitary sewer lines, storm sewer lines, and any other utility lines now located, or hereafter constructed and for permitting the discharge of naturally occurring storm water and surface water run-off from the Property into the storm lines. All such systems, structures, mains, sewers, conduits, lines and other utilities shall be installed and maintained below the ground level or surface of the Property (except for such parts thereof that cannot and are not intended to be placed below the surface, including, but not limited to, transformers and control panels). In the event a Party creates a lot or subdivided lot on its Parcel, the lot or subdivided lot shall be deemed a Lot and shall benefit from the easements granted herein.

(e) The easements herein above granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Lot including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

(f) Except as specifically set forth herein or in the Shared Parking Agreement dated November 5, 1992, by and between Hyatt Corporation, a Delaware corporation, as agent for the beneficial owner of LaSalle National Trust, N.A., as successor trustee to LaSalle National Bank, not individually, but solely as Trustee under Trust Agreement dated March 21, 1979 and known as Trust Number 101568, d/b/a Hyatt Regency Woodfield and Metropolitan Life Insurance Company, a New York corporation, the beneficial owner of LaSalle National Trust, as successor trustee to LaSalle National Bank, not individually, but solely as Trustee under Trust Agreement dated March 2, 1979 and known as Trust Number 100750, as modified, no Owner shall grant or otherwise convey any easements in the driveways or the drive aisles and parking area for the benefit of any property other than the Property and South of Walter Payton Drive Property without the prior written approval of all of the other Owners; provided, however, the foregoing shall not prohibit the grant or dedication of utility easements, but only as expressly permitted herein.

(g) Any work performed by an Owner or Permittee to connect, repair, relocate, alter, replace, maintain or install the utilities shall be accomplished in a good and workmanlike manner using good-faith efforts reasonably calculated to minimize interference with the provision of such services to any other Owner. No Owner or Permittee shall interfere with any utilities if such interference would materially and adversely disrupt the orderly development and/or operation of the business conducted by any other Owner or Permittee or overburden the existing utilities facilities. Any installation, alteration, replacement or repair of utilities within the Property as allowed herein shall be undertaken in a manner reasonably calculated to minimize the impact upon parking and traffic circulation within the Lots and access of all users to the various businesses operating on the Lots.

(i) The Owner of Lot 1A is granted an exclusive easement to construct, operate and maintain a monument sign ("**Monument Sign**") within the area identified as Sign Easement on Exhibit C, which Monument Sign Easement is located on the South of Walter Payton Drive Property, and to provide electric lines to provide electricity to the Monument Sign.

2. Reservations of Rights. Each Party reserves the right to use the driveways and parking areas located on its Parcel, for any purposes which are not inconsistent with the use of the easements granted in, and any restrictions contained in, this Declaration, including, but not limited to, for landscaping, lighting, signage, underground utility lines, driveways, curbing, curb cuts and related improvements. No barricade or other divider will be constructed nor shall any Owner do anything to prohibit or discourage the free and uninterrupted flow of pedestrian or vehicular traffic over the driveways or the drive aisles; provided that an Owner will have the right to temporarily erect barriers as legally necessary to avoid creating prescriptive rights therein, or for maintenance or repair of such areas in the least restrictive manner and for the least restrictive duration as is reasonably necessary. Nothing herein will prevent the Declarant from constructing a parking garage

within the parking and driveway areas, in an area approved by the Declarant, provided for so long as the Fogo Lease (as hereinafter defined) is in effect the construction of the parking garage will comply with the provisions of the Fogo Lease.

Additionally, each Party reserves the right to temporarily close off or reroute and relocate the utility lines in whole or part located on its Parcel, for such period or periods of time as may be necessary in connection with (i) any necessary repairs to the utility lines and/or (ii) the construction, installation, maintenance or repair of improvements to the Party's Parcel and/or (iii) redevelopment of the respective Party's Parcel. In the event a Party determines it to be necessary to temporarily re route or close in whole or part utility lines located on its Parcel, the Party shall give the other Parties ten (10) days prior written notice of such event (provided the utility service cannot in any manner be disturbed, or diminished, nor can any change or relocation in any manner reduce the capacity, usefulness or function of the utility service); the Re-routing Party shall complete any such activities, at its sole cost and expense, in a prompt manner, in accordance with plans and specifications approved by the governmental authority having jurisdiction, in a good and workmanlike manner, free and clear of liens and shall provide alternate utilities between the Parcel and the Property during such closure, so as to minimize any interference with the operation of each Party's Parcel.

Additionally, the Owner of Lot 1 reserves the right to relocate the Detention Pond and the Detention Pond easement located on the South of Walter Payton Drive Property to another location on the South of Walter Payton Drive Property. In the event the Owner of Lot 1 determines to relocate the Detention Pond and Detention Pond easement located on the South of Walter Payton Drive Property to another location on South of Walter Payton Drive Property, which relocation may include providing underground storm water detention, the Owner of Lot 1 shall give the other Parties ten (10) days prior written notice of such event and provide a plan for such relocation (provided the detention pond capacity cannot in any manner be diminished, nor can any change or relocation in any manner reduce the capacity, usefulness or function of the Detention Pond); the Owner of Lot 1 shall complete any such activities, at its sole cost and expense, in a prompt manner, in accordance with plans and specifications approved by the governmental authority having jurisdiction, in a good and workmanlike manner, free and clear of liens. Documentation of the relocated easement area, including the furnishing of an as-built survey shall be performed at the Owner of Lot 1's expense and shall be accomplished as soon as possible.

3. **Construction Requirements and Standards.** The Property shall be subject to the following requirements and standards with respect to the portions of the Property covered by the easements provided in this Declaration:

(a) Once commenced all construction shall be diligently prosecuted to completion in accordance with the terms of this Declaration;

(b) All construction shall be performed in a good and workmanlike manner using first class materials, free and clear of liens, and in accordance with all applicable laws, ordinances, rules and regulations;

(c) All construction shall be performed so as not to or unreasonably impair the use, occupancy, business operations or enjoyment of the remainder of the Property. Any staging area for construction on a Parcel shall only be located in areas approved by the Declarant, which approval shall not be unreasonably withheld, conditioned, or delayed;

(d) Each Party shall at all times take any and all safety measures reasonably required to protect the owners of the balance of the Property, their employees, invitees and contractors, from injury or damage caused by or resulting from the performance of such Party's construction, shall indemnify, hold harmless and defend the other Parties, from and against all claims, demands, suits, costs, expenses and liabilities rising from or in respect to the death, accidental injury, loss or damage caused to any person or to the property of any person as shall occur by virtue of such Party's construction, and defend, indemnify and hold the other Parties harmless from and against mechanics, materialmen's and/or laborers liens, and all costs, expenses and liabilities in connection with or arising from such owner's construction.

4. **Maintenance and Operation.**

(a) **Common Area Maintenance.** Except to the extent such obligations have been assumed by appropriate governmental authorities, Declarant ("Maintaining Party") (x) shall maintain, repair, replace, light, insure, and operate the parking areas, driveways, curbing, lighting, landscaping and utility lines located in the Common Areas and remove snow and ice from the Common Areas located on the Property, including maintaining appropriate lighting fixtures for the parking area and drive areas, maintaining markings, direction signs, lines and striping as needed, maintaining signage in good condition and repair and performing any and all such other duties as are necessary to maintain such Common Area in a clean, safe and orderly condition and in compliance with all applicable laws, ordinances, regulations and requirements, and (y) maintain the Detention Pond, storm lines and subject to Section 4(c), the utility lines covered by the easements provided in Sections 1(c) and 1(d). The Owner of Lot 1A shall cause and be responsible, at its expense for the repair and maintenance of the Monument Sign. The Common Areas are those areas which are now or hereafter made available for the general use and benefit of the occupants and tenants of the Property and the South of Walter Payton Drive Property and the customers, including without limitation all parking areas, driveways, accessways, sidewalks, landscaping, planted areas, the signs located on the Property and the South of Walter Payton Drive Property. If Declarant does not own any portion of the Property, the Party that owns the largest portion of the gross square foot area of the Property shall become the Maintaining Party and shall perform the maintenance, repair and replacement of the Common Areas, as provided in this Paragraph. All costs and expenses (collectively "Costs and Expenses") incurred by the Maintaining Party in satisfying its obligations under (x) and (y) shall be prorated between Lot 1, Lot 1B and Lot 1A as follows. The Owner of Lot 1 shall pay 65% of the Costs and Expenses. The Owner of Lot 1B shall pay 15% of the Costs and

Expenses and the Owner of Lot 1A shall pay 20% of the Costs and Expenses. The Maintaining Party shall submit itemized invoices to the other Parties not more often than on a monthly basis for each Party's prorated portion of the Costs and Expenses, which invoices shall be paid within thirty (30) days after receipt. Any Party may, by written notice to the Maintaining Party, elect to review, at that Party's expense, invoices and other documentation of Costs and Expenses incurred. Any Party shall have sixty (60) days from the date of its notice to the Maintaining Party within which to review such invoices and documentation and either (i) drop any objection to the invoiced amount and promptly pay all sums remaining due, and (ii) document to the Maintaining Party any discrepancies found between the invoiced amount and that Party's representation as to the correct amount due, which representation the Maintaining Party shall have thirty (30) from receipt within which to contest such representation. If and to the extent the Parties agree that the Party was invoiced and paid for work not subject to reimbursement under this Agreement or was assessed a percentage greater than that provided for under this Agreement, then the Maintaining Party shall promptly pay to the Party the adjusted invoice amount agreed upon by the Parties. In the event the amount of such overcharge exceeds the correct charge amount by five percent (5%) or more, then the Maintaining Party shall reimburse the Party for the reasonable and actual audit costs incurred by the Party in reviewing invoices and documentation of the contested invoice. Notwithstanding the foregoing, each Party shall remain obligated to pay when due any portion of such invoices it does not dispute.

(b) While the sidewalks along the buildings will be Common Area, if permitted by the Owner of a Lot, a restaurant occupant of a building may use the sidewalk adjacent to its premises for outdoor seating, and a retail occupant of a building may display merchandise on the sidewalk immediately adjacent to its premises, all so long as (i) there is an aisle kept open for Permittees to walk unobstructed along the sidewalk; (ii) the occupant keeps the area used clean, neat, free from rubbish and safe; (iii) the occupant complies with all Applicable Laws as to such use; and (iv) the occupant repairs any damage to the sidewalks or other Common Area caused by such use.

(c) Each Owner or Permittee shall at all times during the term hereof operate and maintain or cause to be operated and maintained, in good order, condition and repair, at its sole expense, any utilities located on its Lot and solely serving the Lot of such Owner.

(d) Each Owner covenants to keep, repair and maintain, the building(s) located from time to time on its respective Lot in good order, condition and repair at its sole cost and expense. In the event of any damage to or destruction of a building on any Lot, the Owner of each such Lot shall, at its sole cost and expense, with due diligence and within a reasonable time, either (i) repair, restore and rebuild (or cause to be repaired, restored and rebuilt) such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration), or (ii) demolish and remove (or cause to be demolished or removed) all



portions of such damaged or destroyed building then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition. All of the foregoing shall be done in accordance with all Applicable Laws.

5. **Taxes and Assessments.**

Each Owner shall pay, or cause to be paid, all taxes, assessments, or water charges, sewer rents and other governmental charges of any type levied or made by any governmental body or agency with respect to its Lot. The Owners of Lot 1B and Lot 1A shall each pay a pro rata share of the taxes and assessments levied against Lot 1. The Owner of Lot 1B shall pay 15% of the taxes and assessments levied against Lot 1 and the Owner of Lot 1A shall pay 20% of the taxes and assessments levied against Lot 1. The Owner of Lot 1 shall submit itemized invoices to the other Parties not more often than on a semi-annual basis for each Party's prorated portion of the taxes and assessments levied against Lot 1, which invoices shall be paid within fifteen (15) days after receipt. Any Party may, by written notice to the Owner of Lot 1, elect to review, at that Party's expense, invoices and other documentation of taxes and assessments levied against Lot 1. Any Party shall have fifteen (15) days from the date of its notice to the Owner of Lot 1 within which to review such invoices and documentation and either (i) drop any objection to the invoiced amount and promptly pay all sums remaining due, and (ii) document to the Owner of Lot 1 any discrepancies found between the invoiced amount and that Party's representation as to the correct amount due, which representation the Owner of Lot 1 shall have thirty (30) from receipt within which to contest such representation. If and to the extent the Parties agree that the Party was invoiced and paid for taxes and assessments not subject to reimbursement under this Agreement, or was assessed a percentage greater than that provided for under this Agreement, then the Owner of Lot 1 shall promptly pay to the Party the adjusted invoice amount agreed upon by the Parties.

6. **Remedies and Enforcement.**

(a) **All Legal and Equitable Remedies Available.** In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, any other Owner shall be entitled to pursue full and adequate relief by injunction and/or all such other actions available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

(b) **Self-Help.** In addition to all other remedies available at law or in equity, upon the failure of an Owner to cure a breach or violation of this Declaration (a "Defaulting Owner") within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, and the Defaulting Owner commences such cure within such 30-day period, and thereafter diligently prosecutes such cure to completion withing the next 60-day period), any Owner shall have the right to perform such obligation contained in this Declaration on behalf of such

defaulting Owner (the “**Curing Owner**”), and the Curing Owner shall be reimbursed by the Defaulting Owner upon demand for the reasonable costs thereof together with interest charged thereon at the prime rate charged from time to time by JP Morgan Chase Bank, N.A. (its successors or assigns), plus six percent (6%), not to exceed the maximum rate of interest allowed by law (the “**Interest**”). In addition, the Curing Owner shall be entitled to recover from the Defaulting Owner a fee equal to twenty-five percent (25%) of the costs incurred by the Curing Owner in curing such default, plus all attorneys’ fees and costs incurred by the Curing Owner in connection therewith (collectively, “**Default Fees**”).

Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles on a Lot, an Owner may immediately cure the same and be reimbursed by the other Defaulting Owner upon demand for the reasonable cost thereof plus Interest.

(c) **Lien Rights**. Any claim for reimbursement, including Interest and Default Fees, as aforesaid, shall be assessed against the Defaulting Owner in favor of the Curing Owner, and shall constitute a lien (the “**Assessment Lien**”) against the Lot of the Defaulting Owner until paid, effective upon the recording of a the Assessment Lien in the Office of the County Recorder of Cook County, Illinois; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Office of the County Recorder of Cook County, Illinois prior to the date of recordation of said Assessment Lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said Assessment Lien. All liens recorded subsequent to the recordation of the Assessment Lien described herein shall be junior and subordinate to the Assessment Lien. Upon the curing by the Defaulting Owner of any default for which an Assessment Lien was recorded, the Curing Owner shall execute and deliver to the Defaulting Owner an appropriate release of such Assessment Lien, which may be recorded by the Defaulting Owner at its sole cost and expense.

(d) **Remedies Cumulative**. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

(e) **No Termination For Breach**. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Lot made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Lot covered hereby whose title thereto is acquired by foreclosure, trustee’s sale, or otherwise.

(f) **Irreparable Harm**. In the event of a violation or threat thereof of any of the provisions of Section 1 of this Declaration, each Owner agrees that such violation or threat thereof shall cause the non-defaulting Owner and/or its Permittees

to suffer irreparable harm and such non-defaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of this Declaration, the non-defaulting Owner, in addition to all remedies available at law or otherwise under this Declaration, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof under this Declaration.

(g) **Delinquent Payments.** Any amount owed by an Owner of any portion of the Property and the South of Walter Payton Drive Property, their successors or assigns (the "**Delinquent Party**") to another Party pursuant to this Agreement which is not paid when due, and remains unpaid thirty (30) days after written notice thereof from the invoicing party to the Delinquent Party (the "**Delinquent Payments**") (i) shall bear interest at the Interest rate on the thirtieth (30<sup>th</sup>) day of such cure period calculated on the basis of actual days elapsed in a year containing 360 days, from the expiration of such thirty (30) days cure period until the Delinquent Payment and any accrued interest has been paid in full, and (ii) shall, together with any accrued interest, constitute a lien against that portion of the Property, or the South of Walter Payton Drive Property owned by the Delinquent Party (the "**Delinquent Payment Liens**"). The invoicing party may secure and collect any Delinquent Payment, and any accrued interest thereon, by any action or remedy available at law or in equity, and, in addition, may impose and foreclose a Delinquent Payment Lien in the manner by which a mechanics' lien is imposed and foreclosed under Illinois law. The Delinquent Party shall be liable to the invoicing party for all costs and expenses incurred by the invoicing party in connection with (i) securing and collecting the Delinquent Payment and any accrued interest thereon, (ii) imposing and foreclosing the Delinquent Payment Lien, and (iii) exercising or obtaining any other remedy hereunder with respect to the delinquency (including without limitation, reasonable attorney's fees and court costs).

7. **Insurance.**

Throughout the Term of this Declaration, each Owner shall procure and maintain commercial general liability insurance with coverage for premises/operations, products/completed operations, contractual liability (including contractual liability arising under the indemnity contained in Section 8) and personal/advertising injury, against all claims, demands, or actions for injury, death and property damage in an amount equal to not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 general aggregate, and naming each other Owner and lender with a mortgage on a portion of the Property or the South of Walter Payton Drive Property (provided the Owner obtaining such insurance has been supplied with the name of each lender and the other Owner in the event of a change thereof) as additional insureds.

8. **Indemnities.** Each Owner of any Parcel comprising a portion of the Property and the South of Walter Payton Drive Property shall defend, indemnify and save harmless each other Owner, its parent, subsidiary and affiliated companies, their respective directors, officers, shareholders, partners, members, agents, employees, tenants, licensees and

contractors, from and against any damage, cost, expense, liability or claim thereof provided that such damage, cost, expense, liability or claim is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction or tangible damage to, property arising out of any negligent or wrongful act or omission to act by the indemnifying Owner, its agents, employees, tenants, licensees or contractors.

9. Covenants Running With Land. Except as otherwise specifically provided herein, the rights and interests granted and the covenants, agreements, obligations and liabilities contained in this Declaration shall be rights, interests, covenants, agreements, obligations and liabilities running with the land and shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns, owning all or any portion of a Parcel, and all persons or entities and Permittees claiming under them. No Owner shall, unless otherwise provided in this Declaration, have any obligation or liability under this Declaration for any claim or matter accruing or resulting from conditions created subsequent to transfer by such Owner of fee title to its portion of the Property or the South of Walter Payton Drive Property. This Declaration shall continue in full force and effect for fifty (50) years from and after the date of this Declaration as set forth above, and shall thereafter automatically be extended and renewed for successive periods of ten (10) years, unless a Party gives the other Parties written notice not less than one (1) year prior to the expiration of the initial fifty (50) year term or any ten (10) year renewal thereof, as is applicable, that such Party elects that this Declaration not be extended and renewed beyond the then current initial term or renewal period. Notwithstanding the foregoing, any such election not to renew shall not cause the termination of or otherwise impact those easements granted herein which are perpetual and those provisions relating to the maintenance, repair, replacement and operation of the improvements provided herein. The termination of this Declaration shall not limit or affect any remedy at law or in equity that an Owner may have against any other Owner with respect to any liability or obligation arising or to be performed under this Declaration prior to the date of such termination.

10. Grantee's Acceptance. The grantee of any Lot or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Lot, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth in this Declaration with respect to the property so acquired by such grantee

11. Time of Essence. Time is of the essence of this Declaration.

12. Entire Agreement. This Declaration contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

13. Bankruptcy. In the event of any bankruptcy affecting any Owner or Occupant of any Lot, the Owners agree that this Declaration shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and cannot be rejected, in whole or in part, within said bankruptcy proceeding.

14. Amendment. The provisions of this Declaration may be modified or amended, in whole or in part, only with the consent of the Declarant, and its successors and assigns, as the fee owners of a Parcel, by declaration in writing, executed and acknowledged by all said parties, duly recorded in Cook County, Illinois. It is expressly understood and agreed that no modification or amendment, in whole or in part, shall require any consent or approval on the part of any occupant, Permittee, licensee or tenant of the Property, or the South of Walter Payton Drive Property, other than a fee owner and its first mortgagee, if any, pursuant to a recorded mortgage.

15. No Third-Party Beneficiary. Except as otherwise specified herein, the provisions of this Declaration are for the exclusive benefit of the fee owners of the Property, and the South of Walter Payton Drive Property, their successors and assigns and Permittees, and not for the benefit of any third person or entity, nor shall this Declaration be deemed to have conferred any rights, express or implied, upon any other third person or entity.

16. Notice. Any notice, request, demand, approval or consent given or required to be given under this Declaration shall be in writing and sent by certified mail or by national overnight courier service which provides written confirmation of delivery, and shall be deemed to have been given three (3) days after the date upon which the notice is deposited for mailing in a United States Post Office or mail receptacle with proper postage affixed in the case of certified mail, and two (2) days after the date upon which the notice is deposited with a national overnight courier service with all fees and charges prepaid, and mailed to the party to be notified at the addresses set forth below, or at the last changed address given by such party as herein provided:

If to Declarant: KP CC 1900 LLC, TIC 1 KPCC 1900 LLC, TIC 2 KPCC  
1900 LLC, TIC 3 KPCC 1900 LLC, TIC 4 KPCC 1900 LLC,  
TIC 5 KPCC 1900 LLC, TIC 6 KPCC 1900 LLC

c/o OP MINCEMEAT 1900 B LLC  
195 Montague Street, 14th Floor  
Brooklyn New York 11201  
Attn: Joel Yacoob  
Email: [joel@cb5cap.com](mailto:joel@cb5cap.com)

Declarant may, at any time, change its notice address and/or add additional owners for purposes of delivery of notices by mailing, as provided above, at least ten (10) days before the effective date of such change, a notice stating the change and setting forth the new address. If any such notice requires any action or response by the recipient or involves any consent or approval solicited from the recipient, such fact shall be clearly stated in such notice.

17. Captions. The captions of the sections and sub-sections of this Declaration are for convenience only and shall not be considered nor referred to in resolving questions of interpretation and construction.

18. Governing Laws. This Declaration shall be construed in accordance with the laws of the State of Illinois and any applicable federal laws and regulations.

19. No Partnership. Neither anything in this Declaration contained nor any acts of the Parties hereto shall be deemed or construed by the Parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of association between any of the parties to this Declaration.

20. Not a Public Dedication. Except as otherwise specified herein, nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property or the South of Walter Payton Drive Property to the general public or for the general public or for any public purpose whatsoever.

21. Severability. If any term, provision or condition contained in this Declaration shall, to any extent, be invalid or unenforceable, the remainder of this Declaration (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

22. Waiver of Default. No waiver of any default by any Party to this Declaration shall be implied from any omission by any other Party to take any action in respect of such default if such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Declaration. The consent or approval by any Party to or of any act or request by any other Party requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests. The rights and remedies given to any Party to this Declaration shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which any such Party might otherwise have by virtue of a default under this Declaration, and the exercise of one such right or remedy by any such Party shall not impair such Party's standing to exercise any other right or remedy.

23. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Declaration.

24. Counterparts. This Declaration may be executed in counterparts, each of which shall be deemed an original.

25. (a) Party. “Party” shall mean each signatory hereto and, after compliance with the notice requirements set forth below, their respective successors and assigns who become owners of fee simple title to any portion of the Property, or the South of Walter Payton Drive Property (it is understood and agreed that FOGO (as hereafter defined) is not a Party). Each Party shall be liable for the performance of all covenants, obligations and undertakings herein set forth with respect to the portion of the Property, or the South of Walter Payton Drive Property so owned by it which accrued during the period of such ownership. Such liability shall continue with respect to any portion transferred until the notice of transfer set forth below is given, at which time the transferring Party’s liability as set forth in this Agreement for such covenants, obligations and undertakings accruing after the date of the transfer with respect to the portion so conveyed shall terminate. The transferee Party shall automatically become liable for all such obligations arising after compliance with the notice requirement. A Party transferring all or any portion of its interest in the Property, or the South of Walter Payton Drive Property shall give prompt notice to all other Parties of such transfer and shall include therein at least the following information:

- (i) the name and address of the new Party;
- (ii) a copy of the legal description of the portion of the Property conveyed;

(b) Owner: The term “Owner” or “Owners” shall mean the Declarant and any and all successors or assigns of Declarant as the owner or owners of the fee simple title to all or any portion of the Property, or the South of Walter Payton Drive Property, whether by sale, assignment, inheritance, operation of law, trustee’s sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property;

(c) Permittees: The term “Permittees” shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

26. Limited Liability of Parties. Except as specifically provided below, there shall be absolutely no corporate or personal liability of persons, firms, corporations, limited liability companies or entities who constitute a Party hereto, including, but not limited to officers, directors, managers, employees or agents of a Party hereto with respect to any of the terms, covenants, conditions, and provisions of this Agreement. In the event of default by a Defaulting Owner hereunder (as defined in Paragraph 6 hereof) the Party who seeks recovery from a Defaulting Owner hereto shall look solely to the interest of such Defaulting Owner, its successors and assigns, in the Property, or in the South of Walter Payton Drive Property for the satisfaction of each and every remedy of the Defaulting Owner; provided, however, that the foregoing shall not in any way impair, limit or prejudice the other rights of any Party.

27. Attorneys' Fees. In the event a Party (including any ground leases) institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing Party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

28. Binding Effect. The terms of this Declaration and all easements granted hereunder shall constitute covenants running with the land and shall inure to the benefit of and be binding upon the signatory hereto and its respective successors and assigns who become Parties hereunder. If any Parcel is hereafter divided into two (2) or more separate Parcels by separation of ownership, ground lease or otherwise, then all of the resulting Parcels shall enjoy and be subject to the benefits and burdens of the easements granted or reserved hereunder.

29. Estoppel Certificates. Each Party, within fifteen (15) days of its receipt of a written request from a Party(s), shall from time to time provide the requesting Party a certificate binding upon such Party stating: (a) to the best of such Party's knowledge, whether any Party to this Declaration is in default or violation of this Declaration and, if so, identifying such default or violation; and (b) identifying any amendments to the Declaration as of the date of such certificate.

30. Force Majeure. For purposes of this Agreement, force majeure delays shall be delays caused by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, adverse weather conditions, riots, insurrection, or other noneconomic reasons beyond the reasonable control of the party.

31. Prohibited Uses. For so long as the lease ("**Fogo Lease**") dated July 10, 2023 between OP Mincemeat 1900 B LLC, as Landlord and Fogo De Chao Churrascaria (Schaumburg) LLC ("**FOGO**"), as Tenant is in effect, no portion of Lot 1, Lot 1B, Lot 1A and South of Walter Payton Drive Property shall be used for: (a) any industrial assembly, manufacture, distillation, refining, smelting, agriculture or mining operations; (b) any mobile home or trailer court, labor camp, junkyard, mortuary, stock yard or animal raising (excluding, however, commercial pet stores); (c) any commercial drilling for and/or removal of subsurface substances; (d) any dumping of garbage or refuse, other than in enclosed receptacles intended for such purpose; (e) any flea market and/or swap meet; (f) any massage parlor (provided that such prohibition shall not prohibit or restrict the providing of massages in a day spa, health or fitness club or a facility), adult book shop, movie house or other establishment selling or exhibiting pornographic materials or other pornographic use; provided, however, that such restrictions shall not preclude the (1) showing of films in any first rate motion picture theater, and (2) sale or rental of adult books, magazines or videos as an incidental part of the business of a general purpose bookstore normally found in a first class retail center; (g) any tattoo parlor or any establishment selling cannabis or drug related paraphernalia; and (h) any abortion clinic or drug rehabilitation clinic (collectively, "**Prohibited Uses**"). Nothing herein will be construed to prohibit office operations of any of the foregoing in an office setting so long as it does not include a retail operation or the rendering of professional services therefore.



32. Exclusives. For so long as the Fogo Lease is in effect, no portion of Lot 1, Lot 1B or the South of Walter Payton Drive Property shall be used, for any restaurant whose primary use is the operation of a Brazilian Grill or Brazilian Steakhouse (meaning that 15% or more of such restaurant's primary menu items consist of a combination of rotisserie grilled meats or meat sliced table side or ongoing throughout the meal and market table (including specials not on pre-printed menu)).

A\FIRSELLAW\LEGAL\CAMBRIDGE FIVE CAP\DECLARATION\KIP CC 1900 LLC-DECLARATION OF EASEMENT CLN 03.04.24

**(Signature Page Follows)**

**CONSENT OF LESSEE**

In consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Centennial Center 1900 GR LLC, a Delaware limited liability company as tenant ("Lessee") under that certain Lease Agreement ("Lease") dated February 1, 2023 with KP CC 1900 LLC, TIC 1 KPCC 1900 LLC, TIC 2 KPCC 1900 LLC, TIC 3 KPCC 1900 LLC, TIC 4 KPCC 1900 LLC, TIC 5 KPCC 1900 LLC, TIC 6 KPCC 1900 LLC, (collectively, the "Lessor") hereby consents to the attached Declaration and agrees that the Lease Agreement and Lessee's rights thereunder are subject to and subordinate to the attached Declaration.

IN WITNESS WHEREOF, the undersigned Lessee has executed this Consent this 8 day of April, 2024.

**LESSEE:**

**CENTENNIAL CENTER 1900 GR LLC,**  
a Delaware limited liability company

By: *Theodore Welz*  
Name: Theodore Welz  
Its: Authorized Signatory

**NOTARIAL ACKNOWLEDGMENT**

STATE OF NEW YORK )  
                                  )ss  
COUNTY OF KINGS    )

The foregoing instrument was acknowledged before me this 8 day of April, 2024, by Theodore Welz, the Authorized Signatory of Centennial Center 1900 GR LLC, a Delaware limited liability company, on behalf of said company.

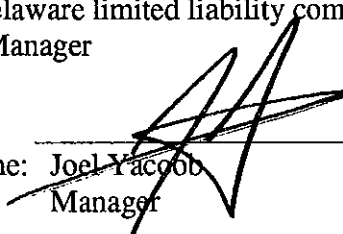
*[Signature]*  
Notary Public

*Affix seal and commission expiration date.*

**JOEL NAIM YACOB**  
NOTARY PUBLIC, State of New York  
No. 02YA6256148  
Qualified in Kings County  
Commission Expires Feb. 21, 2026

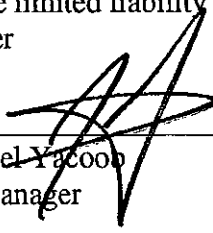
**TIC 1 KPCC 1900 LLC,**  
a Delaware limited liability company

By: KP CC 1900 Manager LLC,  
a Delaware limited liability company  
its Manager

By:   
Name: Joel Yacoob  
Its: Manager

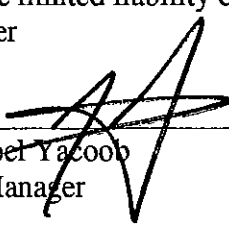
**TIC 2 KPCC 1900 LLC,**  
a Delaware limited liability company

By: KP CC 1900 Manager LLC,  
a Delaware limited liability company  
its Manager

By:   
Name: Joel Yacoob  
Its: Manager

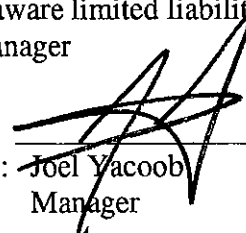
**TIC 3 KPCC 1900 LLC,**  
a Delaware limited liability company

By: KP CC 1900 Manager LLC,  
a Delaware limited liability company  
its Manager

By:   
Name: Joel Yacoob  
Its: Manager

**TIC 4 KPCC 1900 LLC,**  
a Delaware limited liability company

By: KP CC 1900 Manager LLC,  
a Delaware limited liability company  
its Manager

By:   
Name: Joel Yacoob  
Its: Manager

**TIC 5 KPCC 1900 LLC,**  
a Delaware limited liability company

By: KP CC 1900 Manager LLC,  
a Delaware limited liability company  
its Manager

By: \_\_\_\_\_  
Name: Joel Yacoob  
Its: Manager

**TIC 6 KPCC 1900 LLC,**  
a Delaware limited liability company

By: KP CC 1900 Manager LLC,  
a Delaware limited liability company  
its Manager

By: \_\_\_\_\_  
Name: Joel Yacoob  
Its: Manager

**NOTARIAL ACKNOWLEDGMENT**

STATE OF NEW YORK:

: ss

COUNTY OF KINGS :

The foregoing instrument was acknowledged before me this 26 day of March, 2024, by Joel Yacoob, the Manager of KP CC 1900 Manager LLC, a Delaware limited liability company, as the Manager of TIC 1 KPCC 1900 LLC, TIC 2 KPCC 1900 LLC, TIC 3 KPCC 1900 LLC, TIC 4 KPCC 1900 LLC, TIC 5 KPCC 1900 LLC, and TIC 6 KPCC 1900 LLC, all of which are Delaware limited liability companies, for and on behalf of said companies.

Mendel Weingott  
Notary Public

*Affix seal and commission expiration date.*

MENDEL WEINGOTT  
Notary Public, State of New York  
Reg. No. 01WE6369980  
Qualified in Kings County  
Commission Expires 01/22/2026

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date above first written.

**DECLARANT:**

**KP CC 1900 LLC,**  
a Delaware limited liability company

By: KP CC 1900 Member LLC,  
a Delaware limited liability company  
its Member

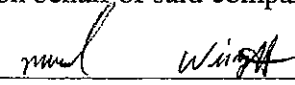
By: KP CC 1900 Manager LLC,  
a Delaware limited liability company  
its Manager

By:   
Name: Joel Yacoob  
Its: Manager

**NOTARIAL ACKNOWLEDGMENT**

STATE OF NEW YORK:  
: ss  
COUNTY OF KINGS :

The foregoing instrument was acknowledged before me this 26 day of March, 2024, by Joel Yacoob, the Manager of KP CC 1900 Manager LLC, a Delaware limited liability company, the Manager of KP CC 1900 Member, LLC, the Member of KP CC 1900 LLC, a Delaware limited liability company, for and on behalf of said companies.

  
\_\_\_\_\_  
Notary Public

*Affix seal and commission expiration date.*

MENDEL WEINGOTT  
Notary Public, State of New York  
Reg. No. 01WE6369980  
Qualified in Kings County  
Commission Expires 01/22/2026

CONSENT OF LENDER

In consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, **BELLCO CREDIT UNION**, a Colorado State Chartered Credit Union ("**Lender**"), as the holder of the Promissory Note and first lien Mortgage on the land (or a portion of the land) covered by the attached Agreement.

**IN WITNESS WHEREOF**, the undersigned Lender has executed this Consent this \_\_\_ day of \_\_\_\_\_, 2024.

**LENDER:**

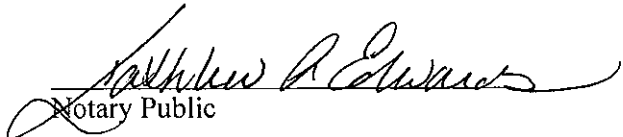
**BELLCO CREDIT UNION**,  
a Colorado State Chartered Credit Union

By: S Rice  
Name: Susan Rice  
Its: SVP

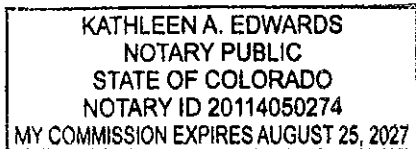
NOTARIAL ACKNOWLEDGMENT

STATE OF Colorado  
)ss  
COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 26 day of March 2024, by Susan Rice, the SVP of Bellco Credit Union, a Colorado State Chartered Credit Union.

  
Notary Public

*Affix seal and commission expiration date.*



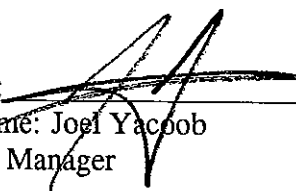
**CONSENT OF LESSEE**

In consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, OP MINCEMEAT 1900 B LLC, a Delaware limited liability company, as tenant (“Lessee”) under that certain Lease Agreement (“Lease”) dated \_\_\_\_\_ with KP CC 1900 LLC, TIC 1 KPCC 1900 LLC, TIC 2 KPCC 1900 LLC, TIC 3 KPCC 1900 LLC, TIC 4 KPCC 1900 LLC, TIC 5 KPCC 1900 LLC, TIC 6 KPCC 1900 LLC, (collectively, the “Lessor”) hereby consents to the attached Declaration and agrees that the Lease Agreement and Lessee’s rights thereunder are subject to and subordinate to the attached Declaration.

IN WITNESS WHEREOF, the undersigned Lessee has executed this Consent this 26 day of March, 2024.

LESSEE:

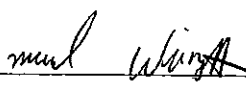
OP MINCEMEAT 1900 B LLC,  
a Delaware limited liability company

By:   
Name: Joel Yacoob  
Its: Manager

**NOTARIAL ACKNOWLEDGMENT**

STATE OF NEW YORK )  
                                  )ss  
COUNTY OF KINGS    )

The foregoing instrument was acknowledged before me this 26 day of March, 2024, by Joel Yacoob, the Manager of OP Mincemeat 1900 B LLC, a Delaware limited liability company, on behalf of said company.

  
Notary Public

*Affix seal and commission expiration date.*

MENDEL WEINGOTT  
Notary Public, State of New York  
Reg. No. 01WE6369980  
Qualified in Kings County  
Commission Expires 01/22/2026

**CONSENT OF TENANT**

In consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, **FOGO DE CHAO CHURRASCARIA (SCHAUMBURG) LLC**, a Delaware limited liability company ("**Tenant**") under that lease ("**Lease**") dated as of July 10, 2023 with **OP MINCEMEAT 1900 B LLC**, a Delaware limited liability company ("**Landlord**"), hereby consents to the attached Declaration.

IN WITNESS WHEREOF, the undersigned Tenant has executed this Consent this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

TENANT:

**FOGO DE CHAO CHURRASCARIA (SCHAUMBURG) LLC**,  
a Delaware limited liability company

By: *[Signature]*  
Name: G. Barry McGowan  
Its: Manager

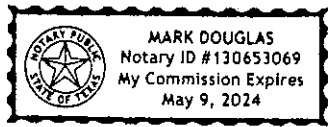
**NOTARIAL ACKNOWLEDGMENTS**

STATE OF TX )  
                  )ss  
COUNTY OF Dallas )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of March, 2024, by G. Barry McGowan, the Manager of FOGO DE CHAO CHURRASCARIA (SCHAUMBURG) LLC.

*[Signature]*  
Notary Public

*Affix seal and commission expiration date.*





**EXHIBIT A**

**Legal Description of Property**

Lot 1 and Lot 1A in the Final Plat of Subdivision of 1950 E. Golf Road, recorded with the Cook County Clerk, in Cook County, Illinois on May 16, 2024 as document number 2413707017.

Lot 1B in the Final Plat of Subdivision of 1951 McConnor Parkway, recorded with the Cook County Clerk, in Cook County, Illinois on May 17, 2024 as document number 2413808016.

**EXHIBIT A-1**

LOT 2 IN CENTENNIAL CENTER SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1996 AS DOCUMENT 96707738, IN COOK COUNTY, ILLINOIS.

**EXHIBIT B**

**Site Plan of Property**

(Attached)

LOT 1 AND LOT 1A IN THE FINAL PLAT OF SUBDIVISION OF 1950 E. GOLF ROAD, RECORDED WITH THE COOK COUNTY CLERK, IN COOK COUNTY, ILLINOIS ON MAY 16, 2024 AS DOCUMENT NUMBER 2413707017.

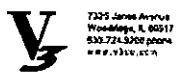
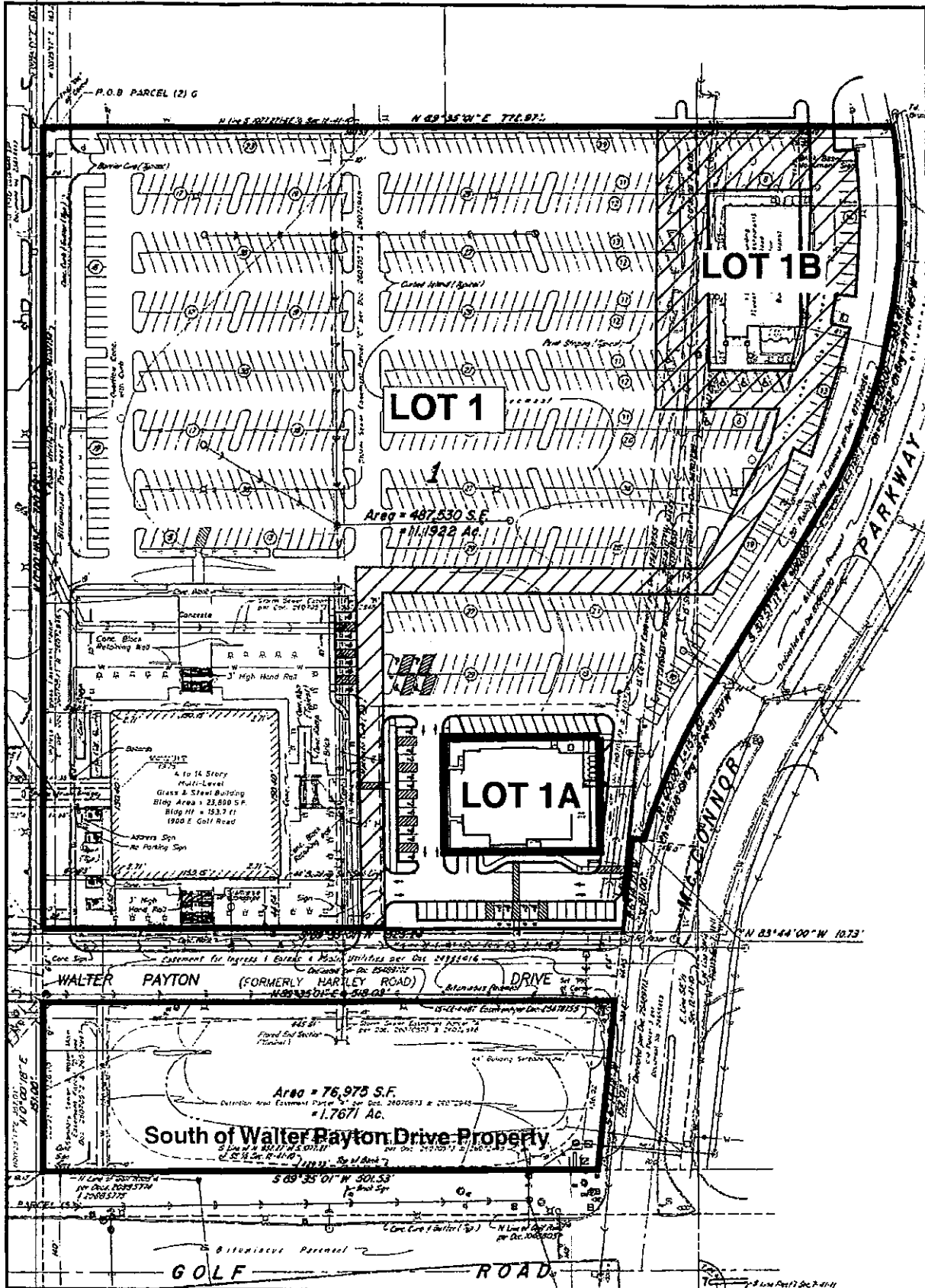
LOT 1B IN THE FINAL PLAT OF SUBDIVISION OF 1951 MCCONNOR PARKWAY, RECORDED WITH THE COOK COUNTY CLERK, IN COOK COUNTY, ILLINOIS ON MAY 17, 2024 AS DOCUMENT NUMBER 2413808016.

LOT 2 IN CENTENNIAL CENTER SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1996 AS DOCUMENT 96707738, IN COOK COUNTY, ILLINOIS.

PIN: 07-12-402-009-0000; 08-07-301-009-0000; 07-12-402-010-0000

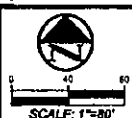
And commonly known as: 1900 E. Golf Rd., Schaumburg, IL 60173 and 1951 McConnor Parkway, Schaumburg, IL 60173

Prepared By and Mail To:  
 Klein, Thorpe and Jenkins, Ltd.  
 120 S. LaSalle St., Ste 1710  
 Chicago, IL  
 60603



1900 E. GOLF ROAD  
 SCHAUMBURG ILLINOIS

EXHIBIT B



DATE: 10-13-23

**EXHIBIT C**

**Monument Sign Easement**

(Attached)

LOT 1 AND LOT 1A IN THE FINAL PLAT OF SUBDIVISION OF 1950 E. GOLF ROAD, RECORDED WITH THE COOK COUNTY CLERK, IN COOK COUNTY, ILLINOIS ON MAY 16, 2024 AS DOCUMENT NUMBER 2413707017.

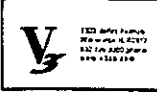
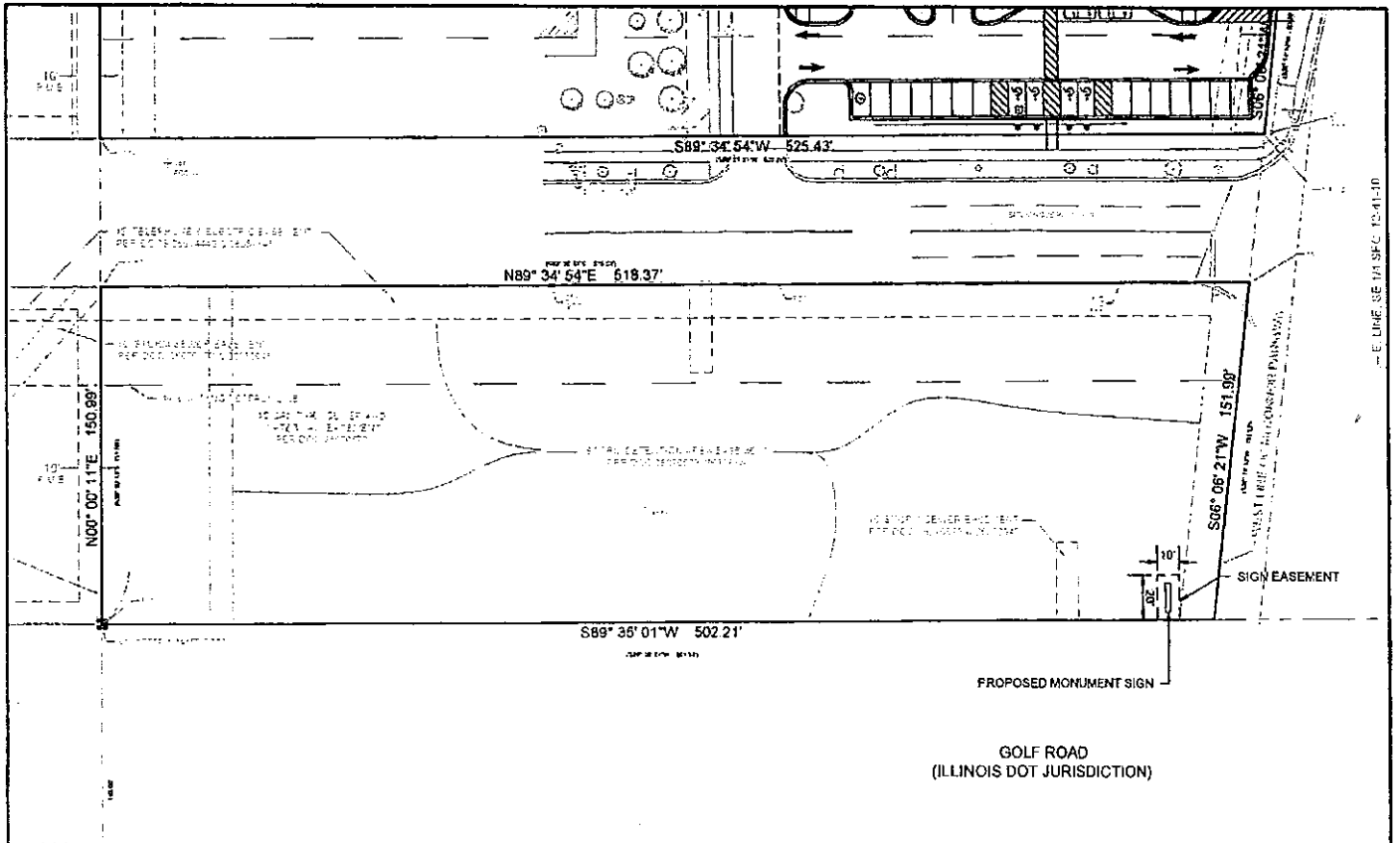
LOT 1B IN THE FINAL PLAT OF SUBDIVISION OF 1951 MCCONNOR PARKWAY, RECORDED WITH THE COOK COUNTY CLERK, IN COOK COUNTY, ILLINOIS ON MAY 17, 2024 AS DOCUMENT NUMBER 2413808016.

LOT 2 IN CENTENNIAL CENTER SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1996 AS DOCUMENT 96707738, IN COOK COUNTY, ILLINOIS.

PIN: 07-12-402-009-0000; 08-07-301-009-0000; 07-12-402-010-0000

And commonly known as: 1900 E. Golf Rd., Schaumburg, IL 60173 and 1951 McConnor Parkway, Schaumburg, IL 60173

Prepared By and Mail To:  
 Klein, Thorpe and Jenkins, Ltd.  
 120 S. LaSalle St., Ste 1710  
 Chicago, IL 60603



1900 E. GOLF ROAD

SCHAUMBURG

ILLINOIS

EXHIBIT C  
 MONUMENT SIGN EASEMENT

DATE: 10-15-23



K:\2023\10-15-23\1900 E. GOLF ROAD MONUMENT SIGN EASEMENT.dwg DATE: 10/15/23 10:15:23