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Eugene "Gene" Moore Fee: \$56.00
Cook County Recorder of Deeds
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SECOND AMENDMENT TO AGREEMENT AND DECLARATION OF EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS

THIS SECOND AMENDMENT TO AGREEMENT AND DECLARATION (this "Amendment") is made and entered into on this April 21, 2004, by and between TRIAD INVESTORS, LLC, an Illinois limited liability company ("Retail Owner") and 630 NORTH STATE PARKWAY CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation ("Association").

WITNESSETH:

WHEREAS, the Retail Owner and 630 North State Parkway, LLC, an Illinois limited liability company, entered into that certain Agreement and Declaration of Easements, Reservations, Covenants and Restrictions dated as of June 23, 1999 (the "Agreement") and recorded with the Recorder of Deeds of Cook County, Illinois on June 24, 1999 as Document No. 99608646;

WHEREAS, by Declaration of Condominium dated November 13, 2000 and recorded with the Recorder of Deeds of Cook County, Illinois on November 13, 2000 as Document No. 00890083, the Condominium Parcel was submitted to the Condominium Act; and

WHEREAS, the Agreement was amended by that certain First Amendment to Agreement and Declaration of Easements, Reservations, Covenants and Restrictions dated as of January 28, 2002, by and between the Retail Owner and the Association (the "First Amendment") and recorded with the Recorder of Deeds of Cook County, Illinois on March 14, 2002 as Document No. 0020292177;

Prepared by and after recording return to:

Mark S. Friedman, Esq.
Sinar Keldermans Miller & Friedman, LLC
303 W. Madison Street, Suite 1800
Chicago, Illinois 60606

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WHEREAS, a Certificate of Correction dated July 14, 2003 (the "Certificate") was recorded by National Survey Service, Inc. with the Recorder of Deeds of Cook County, Illinois on November 14, 2003 as Document No. 0331832061, to correct the legal description of the Condominium Parcel (the "Corrected Condominium Legal");

WHEREAS, in connection with the recording of the Certificate, the First Amendment was re-recorded by the Retail Owner (the "Corrective First Amendment") on November 14, 2003 as Document No. 0331834210, to conform the legal descriptions of the Retail Parcel and Condominium Parcel contained therein to the Corrected Condominium Legal contained in the Certificate;

WHEREAS, the corrected legal descriptions of the Retail Parcel and the Condominium Parcel are respectively shown in Exhibit A and Exhibit B attached hereto and made a part hereof (the Retail Parcel and Condominium Parcel shall be collectively referred to as the "Parcels"); and

WHEREAS, pursuant to Section 10.7 of the Agreement, as amended (the "Amended Agreement"), the Retail Owner and the Association desire to further amend the Amended Agreement in accordance with the terms and conditions contained herein.

NOW, THEREFORE, for the mutual covenants contained herein, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Retail Owner and the Association acknowledge and agree to the recording of the Certificate and the Corrective First Amendment, including, without limitation, the Corrected Condominium Legal contained therein.

2. Notwithstanding anything to the contrary contained in Section 1.2 of the Amended Agreement, the Retail Owner shall have the right to approve the location and appearance of any awnings, signs or other displays located on the outside walls of the Condominium Parcel (collectively, the "Condominium Signage"), such approval not to be unreasonably withheld or delayed. With respect to the Condominium Signage, the Association shall at all times observe, comply with, and abide by the zoning ordinance (subject to any variances, special use permits or other relief therefrom that may be obtained from time to time) and any other applicable law.

3. The Association hereby acknowledges the Retail Owner's right to place and maintain awnings and signs on the Retail Parcel in accordance with Section 4.2 of the Amended Agreement. Notwithstanding anything to the contrary contained in Section 4.2 of the Amended Agreement (and in substitution of the second sentence thereof), the Association shall have the right to approve any awnings and signs to be placed and maintained on the Retail Parcel solely to confirm that:

- (a) such awnings are consistent with awnings located on first-class mixed-use buildings in the downtown Chicago and River North areas, such approval not to be unreasonably withheld or delayed; and
- (b) such signs (i) are consistent with retail signs located on first-class mixed-use buildings in the downtown Chicago and River North areas, (ii) are professionally designed, prepared and installed, (iii) are in compliance with

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applicable City of Chicago ordinances, and (iv) do not contain any strobe lights, such approval not to be unreasonably withheld or delayed.

4. The Association hereby grants to the Retail Owner, its tenants, licensees, permittees and guests a perpetual, non-exclusive easement for pedestrian ingress and egress over, on, across and through the exterior sidewalks located on the Condominium Parcel. Such easement shall be for the benefit of and appurtenant to the Retail Parcel.

5. The Retail Owner hereby grants to the Association a perpetual, non-exclusive easement for pedestrian ingress and egress over, on, across and through the exterior sidewalks located on the Retail Parcel, subject to the rights and obligations of the Retail Owner described in Section 6 below. Such easement shall be for the benefit of and appurtenant to the Condominium Parcel.

6. The Association acknowledges that the Retail Courtyard may be used by the Retail Owner (or its tenants) for outdoor dining. If the Retail Courtyard is used for outdoor dining, the Retail Owner shall maintain a reasonable means of pedestrian ingress and egress over, on and across the Retail Courtyard or the adjoining public way.

7. Notwithstanding anything to the contrary contained in the Amended Agreement, the Association agrees to diligently perform, or cause to be performed, the following tasks in a good and workmanlike manner: (i) cleaning of, and snow removal from, the exterior sidewalks and driveways located on the Parcels; (ii) cleaning of common stairways located on the Parcels; (iii) replacement of exterior light bulbs located on the Parcels; and (iv) maintenance of the landscaping located on the Parcels. The Association shall be responsible for the supervision of all personnel employed or otherwise engaged by the Association to perform any of the foregoing tasks.

8. Notwithstanding anything to the contrary contained in subparagraph D. of Section 5.7 of the Amended Agreement, the Retail Owner and the Association agree to share the costs of the Indirect Expenses, Direct Expenses and Utilities (collectively, the "Expenses"), as hereinafter defined, which are actually incurred (i.e., paid) by the Association in accordance with the following Common Maintenance Percentages: (i) for Indirect Expenses, the Retail Owner shall be responsible for .7% of the cost thereof, and the Association shall be responsible for 99.3% of the cost thereof; and (ii) for Direct Expenses and Utilities, the Retail Owner shall be responsible for 7% of the cost thereof, and the Association shall be responsible for 93% of the cost thereof. For purposes of this Section, (i) "Direct Expenses" shall mean those costs related to the inspection, maintenance, repair and replacement of the Shared Equipment and Common Improvements (including, without limitation, those identified in Exhibit C); and (ii) "Indirect Expenses" and "Utilities" shall mean those types of costs specifically identified under the headings "Indirect Expenses" and "Utilities" in Exhibit C, and the Retail Owner shall not be responsible to pay for any other types of Indirect Expenses or Utilities without its prior written approval. The Association shall be responsible for maintaining complete and accurate books and records of the Expenses actually incurred by the Association, and the books and records for any particular calendar quarter shall be retained by the Association for not less than the three (3) subsequent calendar years.

The Retail Owner's share of the costs of the Expenses shall be payable to the Association on a quarterly basis within thirty (30) days after receipt of an invoice from the Association (or its

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management company). Such invoice shall be accompanied by a certified statement signed by an officer of the Association showing: (i) the actual costs, by line item, of the Indirect Expenses, Direct Expenses and Utilities actually incurred by the Association in the immediately preceding calendar quarter; and (ii) the Retail Owner's share of each of the Expenses. Upon reasonable notice and during normal business hours, the Retail Owner (or its representative) shall have the right to inspect the Association's books and records in order to verify the amount of Expenses being incurred by the Association and charged to the Retail Owner. If the Retail Owner determines that it was overcharged for its share of the Expenses (the "Overcharge"), the Retail Owner shall provide evidence thereof to the Association in which event the Association shall immediately refund the Overcharge to the Retail Owner, along with interest from the payment date at the rate specified in Section 6.2 of the Amended Agreement. If the Overcharge in any calendar quarter is greater than five percent (5%) of the actual amount of Expenses due from the Retail Owner for such quarter, the Association shall also pay to the Retail Owner all of the out-of-pocket costs incurred by the Retail Owner in connection with such inspection.

9. The terms used herein shall have the same definitions as set forth in the Amended Agreement to the extent such terms are defined therein.

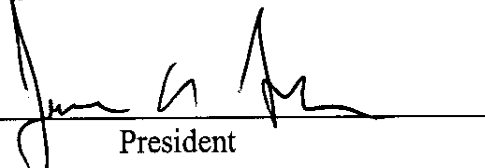
10. Except as modified herein, the Amended Agreement shall remain in full force and effect.

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

TRIAD INVESTORS, LLC

By: 
Its: Manager

630 NORTH STATE PARKWAY CONDOMINIUM ASSOCIATION

By: 
Its: President

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MARY ANN TATE, a Notary Public in and for said County and State, do hereby certify that C. A. CATALDO, the Manager of Triad Investors, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of May, 2004.



Mary Ann Tate
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)
~~COOK~~

I, JOYCE ANNE POLIVKA, a Notary Public in and for said County and State, do hereby certify that JIM FIELD, the President of 630 North State Parkway Condominium Association, an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21st day of APRIL, 2004.



Joyce Anne Polivka
Notary Public

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CONSENT OF SENIOR MORTGAGEE

LaSalle Bank National Association, holder of a note secured by a Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated March, 2004, affecting the Retail Parcel and recorded with the Recorder of Deeds of Cook County, Illinois on March 26, 2004 as Document No. 0408639075, hereby consents to the execution of and recording of the above and foregoing Second Amendment to Agreement and Declaration of Easements, Reservations, Covenants and Restrictions, and hereby subordinates said Mortgage to the provisions of the foregoing Amendment.

IN WITNESS WHEREOF, said Lender has caused this instrument to be signed by its duly authorized officers on its behalf at _____, Illinois, on this 11th day of May, 2004.

LASALLE BANK NATIONAL ASSOCIATION

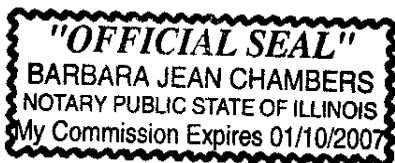
By: Alce P. Bliss
Its: First Vice President

ATTEST:
Bradley D. Gordon
Its: First Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, BARBARA JEAN CHAMBERS, a Notary Public in and for said County and State, do hereby certify that Alce P. Bliss and Bradley D. Gordon, the F.V.P. and F.V.P., respectively, of LaSalle Bank National Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such F.V.P. and F.V.P., appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said Lender, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of May, 2004.



Barbara Jean Chambers
Notary Public

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CONSENT OF JUNIOR MORTGAGEE

CIB Bank, holder of a note secured by a Junior Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated March 3, 2004, affecting the Retail Parcel and recorded with the Recorder of Deeds of Cook County, Illinois on March 26, 2004 as Document No. 0408639078, hereby consents to the execution of and recording of the above and foregoing Second Amendment to Agreement and Declaration of Easements, Reservations, Covenants and Restrictions, and hereby subordinates said Junior Mortgage to the provisions of the foregoing Amendment.

IN WITNESS WHEREOF, said Lender has caused this instrument to be signed by its duly authorized officers on its behalf at W Prospect, Illinois, on this 4th day of May, 2004.

CIB BANK

By: Maura A Thompson
Its: Vice President

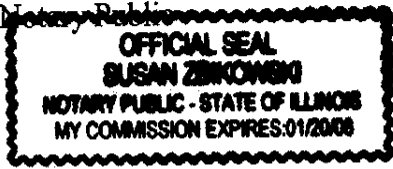
ATTEST:

Mary Giannelli
Its: Loan Service Officer

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, SUSAN ZBIKOWSKI, a Notary Public in and for said County and State, do hereby certify that MAURA A. THOMPSON and MARY GIANNELLI, the VICE PRES. and LOAN SER. OFFICER, respectively, of CIB Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRES. and LOAN SER. OFFICER, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said Lender, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 4th day of May, 2004.

Susan Zbikowski
Notary Public


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EXHIBIT A

RETAIL PARCEL

FIRST FLOOR:

THAT PART OF LOTS 1 AND 2 IN BLOCK 24 IN WOLCOTT'S ADDITION TO CHICAGO, A SUBDIVISION IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THIRD PRINCIPAL MERIDIAN AND THAT PART OF THE SOUTH 1/2 OF BLOCK 37 IN KINZIE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 37 AFORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF SAID BLOCK 37, A DISTANCE OF 29.47 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PART OF SAID PARCEL; THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 10.67 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 20.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.52 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 37 AFORESAID, SAID POINT BEING 26.67 FEET (AS MEASURED ALONG SAID SOUTH LINE) WEST OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 55 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK 37 AND ALONG THE SOUTH LINE OF LOT 1 AFORESAID, 52.11 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 9.07 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.27 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 4.50 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.45 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, 4.57 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 14.93 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 7.56 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 12.20 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.18 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 3.95 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.12 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, 7.54 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.62 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 19.42 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.00 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 1.48 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.23 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 15.58 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 20.04 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 24.28 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.14 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG A LINE DRAWN 99.33 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 19.60 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "A2"); THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 20.02 FEET TO A POINT

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ON THE WEST LINE OF LOT 2 AFORESAID, SAID POINT BEING 33.00 FEET (AS MEASURED ALONG SAID WEST LINE), NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0 DEGREES 03 MINUTES 30 SECONDS WEST, ALONG THE WEST LINE OF LOT 2 AFORESAID, 76.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 55 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF LOT 2 AND ALONG THE NORTH LINE OF LOT 1 AFORESAID, 42.59 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1, SAID POINT BEING 2.58 FEET EAST (AS MEASURED ALONG SAID NORTH LINE) OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 22.67 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 59.84 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG A LINE DRAWN 17.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 56.75 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +13.45 FEET, CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT, A HORIZONTAL PLANE OF ELEVATION +28.00 FEET, CHICAGO CITY DATUM;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PART OF SAID PARCEL LYING ABOVE THE UPPER LIMITS WHICH ARE DEFINED BY A HORIZONTAL PLANE OF ELEVATION+23.83 FEET, CHICAGO CITY DATUM;

PART I:

COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 37 AFORESAID; THENCE SOUTH 89 DEGREES 55 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF BLOCK 37 AFORESAID, AND ALONG THE SOUTH LINE OF LOT 1 IN BLOCK 24 AFORESAID, 59.66 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PART; THENCE CONTINUING SOUTH 89 DEGREES 55 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 19.12 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 9.07 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 3.27 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 4.50 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.45 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, 4.57 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 6.12 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 20.53 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 22.89 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

AND EXCEPTING FROM THE ABOVE DESCRIBED FIRST FLOOR THE FOLLOWING DESCRIBED PARTS OF SAID PARCEL LYING ABOVE THE UPPER LIMITS WHICH ARE DEFINED BY INCLINED PLANES, THE ELEVATIONS OF WHICH ARE SHOWN ON THE TABLES FOLLOWING THE HORIZONTAL LOCATION OF SAID PLANES:

PART II:

BEGINNING AT THE AFOREMENTIONED POINT "A2"; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 20.02 FEET TO A POINT ON THE WEST LINE OF LOT 2 IN BLOCK 24 AFORESAID, SAID POINT (HEREINAFTER REFERRED TO AS POINT "B2") BEING 33.00 FEET (AS MEASURED ALONG SAID WEST LINE), NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0 DEGREES 03 MINUTES 30 SECONDS WEST, ALONG THE WEST LINE OF LOT 2 AFORESAID, 76.00

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FEET TO THE NORTHWEST CORNER THEREOF, (SAID POINT HEREINAFTER REFERRED TO AS POINT "C2"); THENCE NORTH 89 DEGREES 55 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF LOT 2 AFORESAID, 21.52 FEET TO A POINT ON THE NORTH LINE OF SAID LOT, SAID POINT (HEREINAFTER REFERRED TO AS POINT "D2", SAID POINT ALSO REFERRED TO AS "A3") BEING 18.49 FEET WEST (AS MEASURED ALONG SAID NORTH LINE) OF THE NORTHWEST CORNER OF LOT 1 AFORESAID; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 22.63 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "E2", SAID POINT ALSO REFERRED TO AS "D3"); THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.55 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "F2"); THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 33.80 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "G2"); THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.14 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "H2"); THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG A LINE DRAWN 99.33 FEET (AS MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 19.60 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING (POINT "A2");

ELEVATION TABLE PART II:

THE AFOREMENTIONED INCLINED PLANE SHALL BE THAT FORMED BY THE ABOVE DESCRIBED SURFACE AND HAVING AS VERTICES THE POINTS WHICH ELEVATIONS ARE SHOWN IN TABLE BELOW:

POINT	ELEVATION CHICAGO CITY DATUM
"A2"	+22.25
"B2"	+22.25
"C2"	+23.25
"D2"	+23.25
"E2"	+22.95
"F2"	+22.95
"G2"	+22.51
"H2"	+22.51

PART III:

BEGINNING AT THE AFOREMENTIONED POINT "A3"; THENCE NORTH 89 DEGREES 55 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF LOT 2 AND ALONG THE NORTH LINE OF LOT 1 AFORESAID, 21.07 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1, SAID POINT (HEREINAFTER REFERRED TO AS POINT "B3") BEING 2.58 FEET EAST (AS MEASURED ALONG SAID NORTH LINE) OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 22.67 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "C3"); THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 21.07 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "D3"); THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 22.63 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING (POINT "A3");

ELEVATION TABLE PART III:

THE AFOREMENTIONED INCLINED PLANE SHALL BE THAT FORMED BY THE ABOVE DESCRIBED SURFACE AND HAVING AS VERTICES THE POINTS WHICH ELEVATIONS ARE SHOWN IN TABLE BELOW:

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POINT	ELEVATION CHICAGO CITY DATUM
"A3"	+23.25
"B3"	+21.20
"C3"	+20.90
"D3"	+22.95

AREA = 7,192.9 SQUARE FEET OR 0.16513 ACRES

ALSO;

RETAIL LOADING AT FIRST FLOOR:

THAT PART OF LOTS 1 AND 2 IN BLOCK 24 IN WOLCOTT'S ADDITION TO CHICAGO, A SUBDIVISION IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THIRD PRINCIPAL MERIDIAN AND THAT PART OF THE SOUTH 1/2 OF BLOCK 37 IN KINZIE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 AFORESAID; THENCE NORTH 0 DEGREES 03 MINUTES 30 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 33.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 20.02 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG A LINE DRAWN 99.33 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 24.44 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.49 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 8.52 FEET TO A POINT ON THE SOUTH LINE OF LOT 2 AFORESAID; THENCE SOUTH 89 DEGREES 55 MINUTES 00 SECONDS WEST, ALONG SAID SOUTH LINE, 20.48 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +12.70 FEET, CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT, A HORIZONTAL PLANE OF ELEVATION +31.40 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS;

AREA = 664.0 SQUARE FEET OR 0.01524 ACRES

ALSO;

RETAIL COURTYARD AT FIRST FLOOR:

THAT PART OF THE SOUTH 1/2 OF BLOCK 37 IN KINZIE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 37 AFORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF SAID BLOCK 37, A DISTANCE OF 86.22 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.00 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 17.00 FEET (AS MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID PARALLEL LINE, 56.75 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 10.67 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 20.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 1.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 9.52

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FEET TO A POINT ON THE SOUTH LINE OF BLOCK 37 AFORESAID, SAID POINT BEING 26.67 FEET (AS MEASURED ALONG SAID SOUTH LINE) WEST OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 55 MINUTES 00 SECONDS EAST, ALONG THE SOUTH LINE OF SAID BLOCK 37, A DISTANCE OF 26.67 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +13.45 FEET, CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT, A HORIZONTAL PLANE OF ELEVATION +28.00 FEET, CHICAGO CITY DATUM;

AREA = 1,771.2 SQUARE FEET OR 0.04066 ACRES

ALSO;

SECOND FLOOR:

THAT PART OF LOTS 1 AND 2 IN BLOCK 24 IN WOLCOTT'S ADDITION TO CHICAGO, A SUBDIVISION IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THIRD PRINCIPAL MERIDIAN AND THAT PART OF THE SOUTH 1/2 OF BLOCK 37 IN KINZIE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 37 AFORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF SAID BLOCK 37, A DISTANCE OF 6.47 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PART OF SAID PARCEL; THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 9.54 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 6.51 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 37 AFORESAID, SAID POINT BEING 26.54 FEET (AS MEASURED ALONG SAID SOUTH LINE) WEST OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 55 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK 37 AND ALONG THE SOUTH LINE OF LOT 1 AFORESAID, 32.93 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "A4"); THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 23.43 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 40.13 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "A5"); THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN 99.60 FEET (AS MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 54.45 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.08 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 1.38 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 11.03 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 7.02 FEET AND WHOSE CHORD BEARS NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 9.93 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A LINE TANGENT TO THE LAST DESCRIBED COURSE, 33.54 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 22.19 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 41.95 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG A LINE DRAWN 17.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 101.91 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +28.00 FEET, CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT, A HORIZONTAL PLANE OF ELEVATION +40.20 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

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PARCEL R1 (STAIR NO. 2):

THAT PART OF LOTS 1 AND 2 IN BLOCK 24 IN WOLCOTT'S ADDITION TO CHICAGO, A SUBDIVISION IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THIRD PRINCIPAL MERIDIAN AND THAT PART OF THE SOUTH 1/2 OF BLOCK 37 IN KINZIE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 37 AFORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF SAID BLOCK 37, A DISTANCE OF 6.47 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.00 FEET TO A POINT ON A LINE DRAWN 17.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID; THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 9.54 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 6.51 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 37 AFORESAID, SAID POINT BEING 26.54 FEET (AS MEASURED ALONG SAID SOUTH LINE) WEST OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 55 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK 37 AND ALONG THE SOUTH LINE OF LOT 1 AFORESAID, 32.93 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 23.43 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 4.30 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 20.73 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 20.01 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 7.40 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 20.01 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 7.40 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +28.00 FEET, CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT, A HORIZONTAL PLANE OF ELEVATION +40.20 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS;

(AREA = 148.07 SQUARE FEET OR 0.00340 ACRES)

ALSO EXCEPTING FROM THE ABOVE DESCRIBED SECOND FLOOR THE FOLLOWING DESCRIBED PARTS OF SAID PARCEL LYING ABOVE THE UPPER LIMITS WHICH ARE DEFINED BY INCLINED PLANES, THE ELEVATIONS OF WHICH ARE SHOWN ON THE TABLE FOLLOWING THE HORIZONTAL LOCATION OF SAID PLANES:

PART IV:

BEGINNING AT THE AFOREMENTIONED POINT "A4"; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 53.62 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "B4"); THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 23.00 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "C4"); THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 53.58 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 37 AFORESAID (SAID POINT HEREINAFTER REFERRED TO AS POINT "D4"); THENCE SOUTH 89 DEGREES 55 MINUTES 00

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SECONDS WEST, ALONG SAID SOUTH LINE, AND THE SOUTH LINE OF LOT 1 IN BLOCK 24 AFORESAID, 23.00 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING (POINT "A4");

ELEVATION TABLE PART IV:

THE AFOREMENTIONED INCLINED PLANE SHALL BE THAT FORMED BY THE ABOVE DESCRIBED SURFACE AND HAVING AS VERTICES THE POINTS WHICH ELEVATIONS ARE SHOWN IN TABLE BELOW:

POINT	ELEVATION CHICAGO CITY DATUM
"A4"	+35.80
"B4"	+40.20
"C4"	+40.20
"D4"	+35.80

PART V:

BEGINNING AT THE AFOREMENTIONED POINT "A5"; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN 99.60 FEET (AS MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 54.45 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "B5"); THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.08 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "C5"); THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 1.38 FEET TO A POINT OF CURVATURE (HEREINAFTER REFERRED TO AS POINT "D5"); THENCE NORTHEASTERLY 11.03 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 7.02 FEET AND WHOSE CHORD BEARS NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, 9.93 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "E5"); THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A LINE TANGENT TO THE LAST DESCRIBED COURSE, 13.40 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "F5"); THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 62.85 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "G5"); THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 20.51 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING (POINT "A5");

ELEVATION TABLE PART V:

THE AFOREMENTIONED INCLINED PLANE SHALL BE THAT FORMED BY THE ABOVE DESCRIBED SURFACE AND HAVING AS VERTICES THE POINTS WHICH ELEVATIONS ARE SHOWN IN TABLE BELOW:

POINT	ELEVATION CHICAGO CITY DATUM
"A5"	+46.57
"B5"	+42.41
"C5"	+42.41
"D5"	+42.31
"E5"	+41.77
"F5"	+41.77
"G5"	+46.57

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ALSO EXCEPTING FROM THE ABOVE DESCRIBED SECOND FLOOR THE FOLLOWING DESCRIBED PART OF SAID PARCEL LYING ABOVE THE UPPER LIMITS WHICH ARE DEFINED BY A HORIZONTAL PLANE OF ELEVATION+39.28 FEET, CHICAGO CITY DATUM;

PART VI:

COMMENCING AT THE AFOREMENTIONED POINT "E5"; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 23.88 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PART; THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 5.75 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 18.48 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 5.75 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 18.48 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

ALL IN COOK COUNTY, ILLINOIS;

AREA = 6,894.4 SQUARE FEET OR 0.15827 ACRES.

ALSO;

RETAIL COURTYARD AT SECOND FLOOR:

THAT PART OF THE SOUTH 1/2 OF BLOCK 37 IN KINZIE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 37 AFORESAID; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE EAST LINE OF SAID BLOCK 37, A DISTANCE OF 108.38 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 17.00 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 17.00 FEET (AS MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID PARALLEL LINE, 101.91 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 9.54 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG A LINE DRAWN PARALLEL WITH THE EAST LINE OF BLOCK 37 AFORESAID, 6.51 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 37 AFORESAID, SAID POINT BEING 26.54 FEET (AS MEASURED ALONG SAID SOUTH LINE) WEST OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 55 MINUTES 00 SECONDS EAST, ALONG THE SOUTH LINE OF SAID BLOCK 37, A DISTANCE OF 26.54 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +28.00 FEET, CHICAGO CITY DATUM, AND HAVING AS AN UPPER LIMIT, A HORIZONTAL PLANE OF ELEVATION +40.20 FEET, CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS;

AREA = 1,904.8 SQUARE FEET OR 0.04373 ACRES

PINs: 17-09-225-023, 17-09-225-025 and 17-09-225-027

Address: 630 N. State Street, Chicago, Illinois

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EXHIBIT B

CONDOMINIUM PARCEL

PARCEL 1:

LOTS 1 AND 2 IN BLOCK 24 IN WOLCOTT'S ADDITION TO CHICAGO, A SUBDIVISION IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH ½ OF BLOCK 37 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTIONAL OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPT FROM PARCELS 1 AND 2 THE PROPERTY DESCRIBED IN EXHIBIT A HEREOF.

PARCEL 3:

THE EAST 20 FEET 2 INCHES (20.7 FEET) OF LOTS 1 AND 2 AND ALL OF LOTS 3 AND 4 OF THE ASSESSOR'S DIVISION OF LOT 16 IN BLOCK 24 IN WOLCOTT'S ADDITION TO CHICAGO IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE NORTH ½ OF BLOCK 37 IN KINZIE'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENTS FOR THE BENEFIT OF PARCELS 1, 2 AND 3 OVER THE PROPERTY DESCRIBED IN EXHIBIT A ("RETAIL PARCEL") ATTACHED TO AGREEMENT AND DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS MADE BY AND BETWEEN 630 NORTH STATE PARKWAY, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, AND TRIAD INVESTORS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, DATED JUNE 23, 1999 AND RECORDED JUNE 24, 1999 AS DOCUMENT NUMBER 99608646, AS AMENDED, AND CREATED BY DEED FROM TRIAD INVESTORS, LLC TO 630 NORTH STATE PARKWAY, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY, RECORDED JUNE 24, 1999 AS DOCUMENT NUMBER 99608644, AS AMENDED.

PINs: 17-09-227-030-1001 through -1370

Address: 630 N. State Street, Chicago, Illinois

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EXHIBIT C

EXPENSES

Indirect Expenses

Management Fee
Office Salaries
Office Supplies
Engineer Payroll
Pagers/Radios
Legal Expenses
Audit Expenses
Mgmt/Eng. Phones
Maintenance Payroll
Janitor Supplies
Maintenance Uniforms
Maintenance Supplies
Lamps/Bulbs
Security Equipment
FICA, FUTA, SUTA
Fidelity Bond
Workers Compensation
Health Insurance
Union Health/Welfare

Direct Expenses

Telephone-Fire Panel
Fire Panel Control Monitoring
Landscape/Snow Removal
Fire Extinguishers/Pumps
HVAC Repairs/Supplies
Plumbing Repairs/Supplies
Electrical Repairs/Supplies
Fees/Permits/Inspections

Utilities

Electricity
Gas
Water
Chilled Water