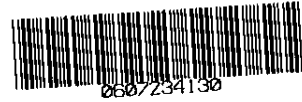


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THIS INSTRUMENT PREPARED BY, AND
UPON RECORDATION, RETURN TO:
ABRAHAM TRIEGER, ESQ.
LEVENFELD PEARLSTEIN
2 NORTH LASALLE STREET, SUITE 1300
CHICAGO, ILLINOIS 60602

Jeffrey P. Gray, Esq.
Wilamien, Harold, Allen & Owen, LLP
225 W. Wacker Drive, Suite 2500
Chicago, IL 60606



Doc#: 0607234130 Fee: \$260.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/13/2008 03:33 PM Pg: 1 of 119

(This Space for Recorder's Use Only)

This instrument of correction is being recorded to correct scrivener's errors in the legal description contained in the Reciprocal Easement and Operating Agreement previously recorded on July 13, 2005 as document 0519432173.

00-780 SOUTH FEDERAL STREET
CHICAGO, ILLINOIS
RECIPROCAL EASEMENT AND OPERATING AGREEMENT

THIS RECIPROCAL EASEMENT AND OPERATING AGREEMENT is made and entered into as of the 8th day of July, 2005 (this "Agreement") by and between Waterton Printers' Square, L.L.C., a Delaware limited liability company ("Commercial Owner"), Federal Street I LLC, a Delaware limited liability company ("Residential Owner"), and Printers Square Garage, LLC, an Illinois limited liability company (the "Parking Tenant").

RECITALS:

A. Commercial Owner and Residential Owner are the owners of a commercial and residential apartment project situated on a parcel of land located in the City of Chicago and State of Illinois legally described on the attached **Exhibit A** (together with air space above and below such land, the "Land"). A portion of said project is located within certain easement areas within the private alley (the "Private Alley") adjacent to the western boundary line of a portion of the Land as shown on the Survey, which easement areas were created pursuant to that certain Agreement recorded with the Recorder's Office as Document No. 5556380 and that certain Agreement recorded with the Recorder's Office as Document No. 13016949 (together, with all exhibits, amendments and supplements thereto hereinafter jointly and individually referred to as the "Private Alley Easement Agreement"). Said easement areas are herein referred to as the "Private Alley Easement Areas". The Land and the Private Alley Easement Areas are delineated on Page No. 2 of the Survey. Other portions of said project (the "Encroachment Areas") encroach over other parts of said private alley and over parts of the adjacent public alley, all as delineated on the Survey. The City of Chicago has issued permits for the construction, maintenance and operation of canopies located above the first floor windows along Federal and Polk Streets (collectively, the "Canopies") and the entry vestibules (collectively, the "Vestibules") over portions of the sidewalk and public right-of-way adjoining the Land at Federal Street. Any sidewalk and public rights-of-way subject to such permits are hereinafter referred to as the "Licensed Areas". (The Land, Private Alley Easement Areas, Encroachment Areas and Licensed Areas are sometimes hereinafter collectively referred to as the "Project Site").

Reciprocal Easement v30 (CLEAN)

LP 784848.2 \ 31885-57235

Near North National Title
222 N. LaSalle
Chicago, IL 60601

MAIL TO
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B. Located on the Project Site are a building and other improvements (the "Building"), generally consisting of the following sections or areas:

- (i) a section with entrances at 600 South Federal Street and 75 West Harrison Street, which section is shown on Page No. 4 of the Survey (the "600 Federal Section");
- (ii) a section containing eight floors, with an entrance at 620 South Federal Street, which section is shown on Page No. 4 of the Survey (the "620 Federal Section");
- (iii) a section containing eight floors, with an entrance at 640 South Federal Street, which section is shown on Page No. 5 of the Survey (the "640 Federal Section");
- (iv) a section containing nine floors, with an entrance at 680 South Federal Street, which section is shown on Page No. 6 of the Survey (the "680 Federal Section");
- (v) a section containing twelve floors, with an entrance at 740 South Federal Street, which section is shown on Page No. 7 of the Survey (the "740 Federal Section");
- (vi) a section containing twelve floors, with an entrance at 780 South Federal Street, which section is shown on Page No. 8 of the Survey (the "780 Federal Section");
- (vii) the three-story annex structure delineated as "Annex Building No. 2" on Page 9 of the Survey ("Annex 2");
- (viii) the one-story annex structure delineated as "Annex Building No. 3" on Page 9 of the Survey ("Annex 3");
- (ix) the one-story annex structure with an entrance at 700 South Federal Street, which structure is delineated as "Annex Building No. 4" on Page 9 of the Survey ("Annex 4");
- (x) the two-story annex structure delineated as "Annex Building No. 5" on Page 9 of the Survey ("Annex 5"); and
- (xi) the three-story structure delineated as "Annex Building No. 6" on Page 9 of the Survey ("Annex 6") with an entrance at 76 West Polk Street.

C. Located on the Project Site, below grade, is an approximately 75,000 square foot garage (the "Garage") containing parking stalls, ceiling area, and adjoining areas used primarily for mechanical facilities, circulation and storage space, and other areas to be used for uses ancillary to the operation of the Building. For purposes of this Agreement, the "Garage" shall be deemed to include the exterior driveway from West Harrison Street to the Building as delineated on Page No. 3 of the Survey.

D. Pursuant to that certain special warranty deed dated July 8, 2005, and recorded in the Recorder's Office on July 13, 2005 as Document No. 0519432172, the Project Site has been separated into two Parcels as follows: (i) the Commercial Parcel, as legally described on attached **Exhibit B**, which is owned by Commercial Owner, and (ii) the Residential Parcel, legally described on attached **Exhibit C**, which is owned by Residential Owner.

E. The improvements located within the Residential Parcel (collectively and severally, the "Residential Building") consist generally of the following:

- (i) floors 4 through 8, inclusive, of the 640 Federal Section, together with: (1) the portion of the ground floor of the 640 Federal Section used as the entry for the Residences located on said floors 4 through 8, which entry is identified on Page No. 5 of the Survey as the "640 East Entry", providing pedestrian access to and from the 640 Federal Section and South Federal

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Street; and (2) the enclosed passenger elevator and passenger elevator shaft which connect the 640 East Entry with said floors 4 through 8, identified on Page No. 5 of the Survey as the "640 East Elevator";

- (ii) floors 2 through 9, inclusive, of the 680 Federal Section, together with: (1) the portion of the ground floor of the 680 Federal Section used as the entry for the Residences located on said floors 2 through 9, inclusive, which entry is identified on Page No. 6 of the Survey as the "680 East Entry", providing pedestrian access to and from the 680 Federal Section and South Federal Street; (2) the enclosed passenger elevator and passenger elevator shaft identified on Page No. 6 of the Survey as the "680 East Elevator"; and (3) the stairwell identified on Page 6 of the Survey as the "680 East Stairwell" (said Elevator and 680 East Stairwell connecting the East Entry with floors 2 through 9);
- (iii) floors 2 through 12, inclusive, of the 740 Federal Section, together with (1) the portion of the ground floor of the 740 Federal Section used as an entry for the Residences located on said floors 2 through 12, inclusive, which entry is identified on Page No. 7 of the Survey as the "740 East Entry", providing pedestrian access to and from the 740 Federal Section and South Federal Street; and (2) the enclosed passenger elevators and passenger elevator shafts identified on Page No. 7 of the Survey as the "740 South East Elevator" and the "740 North East Elevator" (said Elevators connecting the 740 East Entry with floors 2 through 12);
- (iv) floors 2 through 12, inclusive, of the 780 Federal Section, together with: (1) the portion of the ground floor of the 780 Federal Section used as an entry for the Residences located on said floors 2 through 12, inclusive, which entry is identified on Page No. 8 of the Survey as the "780 East Entry", providing pedestrian access to and from the 780 Federal Section and South Federal Street; and (2) the enclosed passenger elevator and passenger elevator shafts identified on Page No. 8 of the Survey as the "780 South East Elevator" and the "780 North East Elevator" (said Elevators connecting the 780 East Entry with floors 2 through 12);
- (v) the second floor of Annex 5, which limits of such second floor being identified on Page No. 9 of the Survey; and
- (vi) the second and third floors of Annex 6, which limits of such second and third floors being identified on Page No. 9 of the Survey.

Each of the respective Canopies and Vestibules adjacent to the above-referenced entries for the Residences and the glass, windows and window frames, and door and door frames located within or otherwise serving such entries shall, for purposes of Residential Owner's Maintenance responsibilities, be deemed to be part of the Residential Building and owned by Residential Owner.

F. All improvements within the Project Site which are not within the Residential Parcel are herein collectively and severally referred to as the "Commercial Building". The Commercial Building consists generally of the following:

- (i) the Garage, together with all air space and rights under the Garage;
- (ii) the entirety of the 600 Federal Section;
- (iii) the entirety of the 620 Federal Section;
- (iv) the entirety of the 640 Federal Section, exclusive of such portions of the 640 Federal Section comprising Residential Improvements as described in **Recital E**;
- (v) the entirety of the 680 Federal Section, exclusive of such portions of the 680 Federal Section comprising Residential Improvements as described in **Recital E**;

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- (vi) the entirety of the 740 Federal Section, exclusive of such portions of the 740 Federal Section comprising Residential Improvements as described in **Recital E**;
- (vii) the entirety of the 780 Federal Section, exclusive of such portions of the 780 Federal Section comprising Residential Improvements as described in **Recital E**;
- (viii) the entirety of Annex 2;
- (ix) the entirety of Annex 3;
- (x) the entirety of Annex 4;
- (xi) the entirety of Annex 5, except the second floor thereof, which second floor limits are identified on Page No. 9 of the Survey;
- (xii) the entirety of Annex 6, except the second and third floors thereof, which second and third floors limits are identified on Page No. 9 of the Survey;
- (xiii) the Roof and all the air space and rights above the Roof; and
- (xiv) all connecting elevator shafts, utility shafts and stairwells, except only those elevator shafts and stairwells expressly comprising portions of the Residential Building as described in **Recital E**.

All Vestibules (exclusive of the Vestibules described in **Recital E**), and the glass, windows, and window frames and door and door frames located within the Commercial Building or otherwise serving the entries located within the Commercial Building shall, for purposes of Commercial Owner's Maintenance responsibilities, be deemed to be part of the Commercial Building.

G. The Survey illustrates the Project Site and the relative locations of the Commercial Building and the Residential Building which collectively comprise the project (collectively, the "Project").

H. Neither the Residential Building nor the Commercial Building are structurally independent of the other, and each depend upon the other, to some extent, for Structural Supports, enclosure, ingress and egress, and certain facilities and components necessary for the operation and use of the Residential Building and the Commercial Building. Commercial Owner and Residential Owner desire by this Agreement to provide easements and establish covenants and restrictions for the benefit and protection of the respective portions of the Project. The easements, covenants and restrictions set forth in this Agreement are intended to create interests in real property, run with the land and be binding upon future owners of the Residential Parcel and the Commercial Parcel. This Agreement shall not be deemed to be an executory contract.

I. Parking Tenant is the lessee under the Parking Lease (as hereinafter defined), and, as such lessee, Parking Tenant requires that certain of the covenants of the Owners set forth in this Agreement are performed by the Owner that is responsible for the particular covenant, if and to the extent, if any, any such covenant benefits or affects the premises covered by, and Parking Tenant's rights under, the Parking Lease.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements of the parties hereto, it is hereby agreed as follows:

ARTICLE 1 DEFINITIONS

1.1. **Definitions.** Whenever used in this Agreement, the following terms shall have the respective meanings specified below:

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Access Hardware. As defined in **Section 2.2.**

Act. The Condominium Property Act of the State of Illinois in effect on the date the Condominium Agreement is recorded, as amended from time to time.

ADA. Americans With Disabilities Act of 1990, and the regulations and guidelines promulgated thereunder, as the same may be amended and supplemented from time to time.

Agreement. This Reciprocal Easement and Operating Agreement, together with all Exhibits, amendments and supplements hereto.

Alterations. As defined in **Section 14.1(a).**

Altering Owner. As defined in **Section 14.1(a).**

Arbitrable Dispute. Any dispute arising under this Agreement which is expressly made subject to arbitration under the provisions of **Article 11** hereof or designated as an Arbitrable Dispute.

Architect. As defined in **Section 18.1.**

Assessor. As defined in **Section 7.1.**

Award. As defined in **Section 13.1.**

Building. A collective reference to the Commercial Building, the Residential Building and any other improvements located on the Project Site.

Canopies. As defined in **Recital A.**

City. The City of Chicago, Illinois, a municipal corporation.

Commercial Building. As defined in **Recital F.**

Commercial Owned Facilities. Facilities owned by Commercial Owner and located in easements within the Residential Property.

Commercial Owner. The Person or Persons whose estates or interests, individually or collectively, aggregate, from time to time, fee simple ownership of the Commercial Parcel (excluding the Private Alley Easement Areas and the Encroachment Areas located within the Commercial Parcel as to which such Person or Persons have easements rights). Initially, Commercial Owner is Waterton Printers Square, L.L.C., a Delaware limited liability company, as set forth in the Preamble to this Agreement. If and so long as the Commercial Property, or any portion thereof, has been submitted to and remains subject to the provisions of the Act, "Commercial Owner" shall mean collectively, all of the Unit Owners in the Commercial Property (or such portion thereof subject to the Act) and not individually.

Commercial Owner's Insurance Share. As defined in **Section 8.2.**

Commercial Parcel. The property interests described in **Exhibit F** hereto.

Commercial Property. The Commercial Parcel improved with the Commercial Building.

Commercial Tax Share: As defined in **Section 7.3.**

Common Elements. All portions of the Condominium Property, and any easements appurtenant to the Condominium Property, except the Units.

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Condominium Association. An Illinois not-for-profit corporation to be formed for the purpose of administering the Condominium Property pursuant to the Act.

Condominium Agreement. An agreement of condominium ownership and of easements, restrictions, covenants and by-laws which submits the Property or any portion thereof to the provisions of the Act.

Condominium Property. The Residential Property and the Commercial Property, or either of them, or any portions of the foregoing, as may from time to time be applicable, from and after its submission to the Act and so long as it has not been withdrawn from the Act.

Consumer Price Index. As defined in this **Section 1.1**.

Creditor Owner. An Owner (A) to whom payment of money or other duty or obligation is owed under this Agreement by the other Owner who has failed to make such payment or to perform such duty or obligation as and when required hereunder, or (B) who has exercised any self-help remedy provided for in this Agreement. In the event that (i) payment of money or other duty or obligation is owed under this Agreement to Parking Tenant by an Owner who has failed to make such payment or to perform such duty to or for the benefit of Parking Tenant as required under this Agreement, or (ii) Parking Tenant has exercised any self-help remedy available to Parking Tenant as provided in this Agreement, then, so long as no Event of Default is then continuing and the Parking Lease is in force, the term "Creditor Owner" shall include Parking Tenant.

Defaulting Owner. An Owner who has failed to perform any of its duties or obligations as and when required under this Agreement or to make payment of money owed under this Agreement to the other Owner, or if, and so long as, Parking Tenant is a Creditor Owner, to Parking Tenant, as the case may be.

Depository. The person, entity or Mortgagee from time to time acting pursuant to **Article 16**.

Easements. A collective reference to any and all easements provided for, declared, granted, reserved or created pursuant to the terms and provisions of this Agreement (and including easements provided for in this Agreement which are reserved or granted by deed).

Elevator Access Hardware. As defined in **Section 2.14**.

Emergency Power System. As defined in **Exhibit 5.1(I)**.

Emergency Situation. A situation impairing or imminently likely to impair Structural Supports of the Building or any portion thereof or causing or imminently likely to cause bodily injury to persons or substantial physical damage to the Building, any portion thereof or any property in, on, under, within, upon or about the Building or substantial economic loss to either Owner. The duration of an Emergency Situation shall be deemed to include the time reasonably necessary to remedy the Emergency Situation.

Encroachment Areas. As defined in **Recital A**.

Equitable Share. As defined in **Section 16.1**.

Equivalent Dollars. The equivalent purchasing power at any time of the value of the same number of U.S. Dollars in calendar year 2006. The Equivalent Dollars of any amount shall be determined by multiplying said amount by one (1), plus a fraction (but not less than zero)(expressed as a percentage), the numerator of which is the difference obtained by subtracting (x) the Consumer Price Index for January, 2005 from (y) the monthly Consumer Price Index (as hereinafter defined) last published prior to the date of such determination, and the denominator of which is the Consumer Price Index for January, 2005. As used herein, the term "Consumer Price Index" shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers, Chicago, Gary, Lake County, IL-IN-WI All Items (Base Year 1982-4=100) for the applicable month

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published by the Bureau of Labor Statistics of the United States Department of Labor or similar index designated by Commercial Owner if such index is no longer available.

Escrowee. Near North National Title Corporation or such other title companies or Institutional Lender located in Chicago, Illinois which Commercial Owner from time to time selects to maintain the Tax Escrow Account, the Reserve Escrow Account, or the Insurance Escrow Account or any of such accounts; provided, however, Residential Owner's Mortgagee, so long as such Mortgagee holds a First Mortgage or owns four (4) or more Unsold Units, shall have the right to select the Escrowee, subject to Commercial Owner's consent, such consent not to be unreasonably withheld.

Estoppel Certificate. As defined in **Section 15.1.**

Event of Default. As defined in the Parking Lease.

Façade. The exterior walls of the Building from the street level up to the Roof, currently consisting of terra cotta on the Federal Street elevation and masonry brick on the other elevations. These are attached to a steel structure and are not load bearing walls. For purposes of this Agreement, the "Façade" shall exclude glass, windows and window frames, doors and door frames, the Vestibules and the Canopies.

Facilities. Any air intake valves and ducts, annunciators, antennae, boilers, boxes, brackets, cabinets, cables (electric, fiber optic, television or otherwise), coils, compactors, compressors, computers, conduits, controls, control centers, cooling towers, couplers, dampers, devices, ducts, elevator cars, elevator rails, equipment (including, without limitation, heating, ventilating, air conditioning and plumbing equipment), fans, fire protection, fixtures, generators, power transmission equipment, power supply equipment, grease traps, hangers, heat exchangers, heat traces, indicators, junctions, lines, machines, meters, motors, outlets, panels, pipes, pumps, radiators, risers, starters, switches, switchboards, systems, tanks, transformers, valves, wiring, and the like used in providing services from time to time in any part of the Building or otherwise forming a part of the Property, including, without limitation, air conditioning, alarm, antenna, circulation, cleaning, communication, cooling, data transmission, data storage, electric, elevator, emergency power, exhaust, heating, lightning protection, loading dock, natural gas, plumbing, radio, recording, sanitary, security, sensing, telephone, television, transportation, trash removal, other utility systems, ventilation and water service (including chilled and heating hot water and condenser water), and the like, and any replacements thereof.

First Mortgage. As defined in **Section 20.11(a).**

Garage. As defined in **Recital C**, and including the driveway from West Harrison Street to the Building as delineated on Page No. 3 of the Survey.

Impacted Owner. As defined in **Section 6.2.**

Indemnifying Owner. As defined in **Section 6.1.**

Indemnitee. As defined in **Section 6.1.**

Institutional Lender. Any commercial bank, trust company, mutual savings bank, savings and loan association, insurance company, pension, welfare or retirement trust fund or system, or mortgage or real estate investment trust, having a minimum paid up capital and surplus of at least \$250,000,000 in Equivalent Dollars.

Insurance Costs. As defined in **Exhibit 5.4.**

Insurance Escrow Account. The escrow account from time to time established by Commercial Owner with an Escrowee for the purpose of escrowing Insurance Costs, all as set forth in **Exhibit 5.4** hereof.

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Law or Laws. All laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen and unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Owners, Parking Tenant, the Building, the Project Site or any parts thereof.

Licensed Areas. As defined in **Recital A.**

Liening Owner. As defined in **Section 6.2.**

Maintenance. Operation, maintenance, repair, reconditioning, refurbishing, reconfiguration, inspection, testing, cleaning, painting, extermination and pest control, installation, removal or demolition, restoration and replacement when necessary or desirable of the Building or any portion of the Project or Facilities, and including the right of access to and the right to remove from the Project portions of such Facilities for any of the above purposes, subject, however, to any limitations set forth elsewhere in this Agreement.

Mechanics Lien Act. As defined in **Section 14.3.**

Mortgage. As defined in **Section 20.11(a).**

Mortgagee. As defined in **Section 20.11(a).**

Multiple Owners. As defined in **Section 19.2.**

Non-Performing Owner. As defined in **Section 12.**

Normal Business Hours. The hours of 8:00 a.m. through 6:00 p.m., seven days per week.

Objecting Party. As defined in **Section 14.1 (e).**

Owned Facilities. A collective reference to Commercial Owned Facilities and Residential Owned Facilities.

Owner(s). Residential Owner and its successors and assigns or Commercial Owner and its successors and assigns, or both, as the context requires.

Owner Indemnitee. As defined **Section 6.1A.**

Parcel(s). The Residential Parcel or the Commercial Parcel, or both, as the context requires.

Parking Lease. That certain lease between Commercial Owner and Parking Tenant with respect to the parking of motor vehicles in all, or substantially all, of the parking spaces from time to time located in the Garage, as set forth in such lease.

Parking Premises. The premises located within the Garage that are leased to Parking Tenant pursuant to the Parking Lease.

Parking Tenant. The tenant from time to time under the Parking Lease. Initially, Parking Tenant is Printers Square Garage, L.L.C., an Illinois limited liability company, as set forth in the Preamble of this Agreement.

Permittees. The Owners and all Persons entitled by lease or license to use or occupy space within the Building, and their respective beneficiaries, officers, directors, employees, agents, partners, shareholders, contractors, invitees and licensees.

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Person. Individuals, partnerships, associations, corporations, trusts, land trusts, and any other form of business or not-for-profit organization, or one or more of them.

Prior Lien. As defined in **Section 10.1**.

Private Alley Easement Agreement. As defined in **Recital A**.

Private Alley Easement Areas. As defined in **Recital A**.

Prohibited Uses. As defined in **Exhibit G**.

Project. As defined in **Recital G**.

Project Site. As defined in **Recital A**.

Property. A collective reference to the Residential Property and the Commercial Property.

Real Estate Taxes. All taxes and other governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against the Property, Project Site or Building, the improvements located therein, or any part thereof or any interest therein, including, without limiting the generality of the foregoing: all general and special real estate taxes and assessments or taxes assessed specifically in whole or in part in substitution of general real estate taxes or assessments; any taxes levied or a charge upon the rents, revenues or receipts therefrom which may be secured by a lien on the interest of an Owner therein; all ad valorem taxes lawfully assessed upon the Property, Project Site, the Building or the improvements located therein, or any part thereof or any interest therein; and any other charges lawfully made for improvements that may be secured by a lien on any portion of the Building. Until such time as there is a separate tax bill for the Residential Property and the Commercial Property, "Real Estate Taxes" shall include each Owner's pro-rata share of the amount of appraiser's fees, filing fees, expert's fees and attorneys' fees incurred by Commercial Owner to seek a reduction of, or to contest the Assessor's assessment of the Building, or any portions thereof, and/or real estate taxes.

Recorder's Office. The recording office of the Recorder of Deeds of Cook County, Illinois.

Required Parking Spaces. As defined in **Section 3A.3**.

Reserve Escrow Account. The escrow account from time to time established by Commercial Owner with an Escrowee for the purpose of escrowing capital reserves and costs for capital replacements and paying such costs, all as set forth in **Exhibit 5.4** hereof.

Residences. Any residential units (including related facilities) operated from time to time in all or any portion of the Residential Building. As used in this Agreement, the term "Residences" shall not mean or include any residential units which may at any time be operated in the Commercial Building, subject, however, to clause (i) of **Exhibit G** hereof.

Residential Building. As defined in **Recital E**.

Residential Exclusive Easement Premises. As generally defined in **Section 2.2**.

Residential Owned Facilities. Facilities (including without limitation fixtures) and any improvements owned by Residential Owner and located in easements within the Residential Exclusive Easement Premises or elsewhere within the Commercial Property.

Residential Owner. The Person or Persons whose estates or interests, individually or collectively aggregate from time to time, fee simple ownership of the Residential Parcel (excluding the Private Alley Easement Areas and the Encroachment Areas located within the Residential Parcel as to which such Person

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or Persons have easement rights). Initially, Residential Owner is Federal Street I LLC, a Delaware limited liability company, as set forth in the Preamble to this Agreement. If and so long as the Residential Property, or any portion thereof, has been submitted to and remains subject to the provisions of the Act, "Residential Owner" shall mean collectively, all of the Unit Owners in and of the Residential Property (or such portion thereof subject to the Act) and not individually.

Residential Owner's Insurance Share. As defined in **Section 8.2.**

Residential Owner's Standard Share. As defined in **Exhibit 5.4.**

Residential Parcel. The property interests legally described in **Exhibit C.**

Residential Property. The Residential Parcel improved with the Residential Building.

Residential Tax Share. As defined in **Section 7.3.**

Roof. The roof level of the Building (which is located at different elevations), including, without limitation, the membrane, roof covering and roof structure, gutters, downspouts and flashings, and any and all parapets, railings, walls, elevator penthouses and stairwell enclosures from time to time attached to or located on the roof level of the Building.

Satellite Dish. As defined in **Section 2.18.**

Satellite Equipment. As defined in **Section 2.18.**

Shared Freight Elevators. Each of Freight Elevator Nos. 640-1, 680-1, 740-1 and 780-1, and the stairwells adjacent or proximate to such Freight Elevators.

620 Freight Elevator. The Freight Elevator No. 620 located within the 620 Federal Section, as shown on page 3 of the Survey.

South Loop Standard. The standard of quality of construction, operation and management, as the context indicates, which is equal to that of mixed use commercial and residential projects of the age, size and use comparable to the Project, and which are located in the area bounded by Congress Parkway on the north, Roosevelt Road on the south, Wabash Avenue on the east, and the Chicago River on the west; provided, however, any and all such construction, operation and management shall be performed in accordance with prudent care and practices and in accordance with Laws.

Stairwell Access Hardware. As defined in **Section 2.14.**

Structural Supports. All construction elements, including, without limitation, structural members, footings or foundations, slabs, caissons, columns, beams, braces and trusses and any other supporting components which are load bearing or which are necessary for the structural integrity of any portion of the Building.

Survey. Survey No. 1031927 dated July 7, 2005, prepared by the Surveyor, a copy of which is attached hereto as **Exhibit F** as the same may be from time to time updated pursuant to **Sections 2.1(g) and 3.1(g).**

Surveyor. Gremlay & Biedermann, Inc.

Tax Escrow Account. The escrow account from time to time established by Commercial Owner with an Escrowee for the mutual benefit of Commercial Owner and Residential Owner, and, to the extent required pursuant to **Section 7.4**, each Owner's respective Mortgagee, for the escrowing and payment of Real Estate Taxes in accordance with Section 7.4.

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Telecommunications Entry Areas. Any and all areas located in the Residential Property exclusive of the Residences in which, on the date on which this Agreement is recorded in the Recorder's Office, Telecommunication Equipment has been installed and which service the Commercial Building, or any part thereof, and which, from time to time after the date on which this Agreement is recorded in the Recorder's Office, are designated by Commercial Owner for the installation, laying, maintenance, repair and replacement of Telecommunication Equipment. Telecommunications Entry Areas shall include, but shall not be limited to, the stairwell of the 680 Section as identified on the Survey.

Telecommunication Equipment. Any and all wires, cables, lines, conduit, equipment (including, without limitation, power generation and supply equipment) and the like, for the transmission or storage of telephone, television, telecommunications, computer or other information and data (whether electronically, optically, or pursuant to any other method or mode).

Unavoidable Delay. As defined in Section 12.

Unit. Any portion of the Residential Property submitted to the Act described as a "Unit" in a Condominium Agreement.

Unit Owner or Unit Owners. The person or persons whose estates or interests, individually or collectively aggregate fee simple ownership of a Unit Ownership.

Unsold Units. Any Unit which has not been subject to an initial sale to an owner-occupant.

Unit Ownership. A part of any portion of the Residential Property and the Commercial Property, or either of them, as may from time to time be applicable, from and after its submission to the Act, consisting of one Unit and the undivided interest in the Common Elements attributable thereto.

Utility or Utilities. Water, chilled water, electricity, power generation and supply, sewer, gas, steam, telephone, network television, cable television, satellite equipment and microwave signals, internet service, or other services or materials generally known as utilities, now or in the future.

Utility Company. Any Person, including governmental bodies, furnishing Utilities to the Commercial Building and the Residential Building, or either of them, or any portions thereof.

Vestibules. As defined in Recital A.

1.2. **Construing Various Words and Phrases.** Wherever it is provided in this Agreement that a party "may" perform an act or do anything, it shall be construed that the party "may, but shall not be obligated to", so perform or so do. The following words and phrases shall be construed as follows: (i) "at any time" shall be construed as "at any time or from time to time"; (ii) "any" shall be construed as "any and all"; (iii) "including" shall be construed as "including but not limited to;" (iv) "will" and "shall" shall each be construed as mandatory; and (v) the word "in" with respect to an easement granted or reserved "in" a particular Parcel shall mean "in", "to", "over", "within", "through", "upon", "across", "under", and any one or more of the foregoing, provided, however, that notwithstanding the use of the terms "over" and "under", in no case will any Easement extend outside the horizontal or vertical boundaries, if any, of the property or portion thereof intended to be burdened with said easement. The term "Granted" or "granted" as used in this Agreement describing Easements shall be deemed to mean "granted, reserved, declared and created". Except as otherwise specifically indicated, all references to Article or Section numbers or letters shall refer to Articles and Sections of this Agreement, and all references to Exhibits shall refer to the Exhibits attached to this Agreement. The words "herein", "hereof", "hereunder", "hereinafter" and words of similar import shall refer to this Agreement as a whole and not to any particular Section or subsection. Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as context may require. Captions and the index are used in this Agreement for convenience only and shall not be used to construe the meaning of any part of this Agreement.

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ARTICLE 2 EASEMENTS APPURTENANT TO RESIDENTIAL PARCEL

2.1. **In General**. For the purposes of this **Article 2**, the following shall apply:

(a) Commercial Owner is the grantor of the Easements described in this **Article 2**. The Easements granted in this **Article 2** shall burden the Commercial Parcel as the servient tenement, and shall bind and be enforceable against Commercial Owner and its successors and assigns with respect to the Commercial Property. Certain of the Easements granted herein may be located, all or in part, within the Private Alley Easement Areas or the Encroachment Areas, and not owned by Commercial Owner. Commercial Owner's ability to grant Easements in such instances is limited to the extent, if any, of Commercial Owner's ownership interest therein.

(b) Residential Owner is the grantee of the Easements granted in this **Article 2**. Such Easements shall be appurtenant to the Residential Parcel as the dominant tenement, and benefit Residential Owner and its successors, assigns and Permittees.

(c) Unless otherwise expressly provided in this Agreement, all Easements granted to Residential Owner in this Agreement shall run with the land and are irrevocable and perpetual in nature subject to (i) any limitations on duration in the Private Alley Easement Agreement (and in any extensions or replacements thereof) with respect to any easements granted within the Private Alley Easement Areas; (ii) any rights of the owners of any portions of the Encroachment Areas; and (iii) any and all terms and conditions pursuant to the licenses granted by the City over the Licensed Areas.

(d) The use of an Easement shall be limited to use for the function for which the improvements subject to the Easement in question is being used as of the date this Agreement is recorded in the Recorder's Office; and, except as may be otherwise provided in this Agreement, any Easements provided or reserved under this Agreement which are designated as non-exclusive shall permit the owner of the servient tenement to utilize such Easement areas for its own purposes or grant other easements or interests therein which are not inconsistent with that of the dominant tenement hereunder.

(e) Commercial Owner may (i) in connection with the Maintenance, operation, security, repair or restoration of the Commercial Building, or (ii) in an Emergency Situation, or (iii) to prevent a dedication of or accruing of rights by the public in and to use of any of the Commercial Property; temporarily prevent, close off or restrict the flow of pedestrian or vehicular ingress, egress or use over, across and through any of the Easements, but only to the extent and for the time period reasonably necessary under the circumstances in order to minimize the effect on the user of such Easement. Commercial Owner may, from time to time, impose (A) reasonable rules and regulations of general application on Residential Owner's or any of its Permittee's use of any non-exclusive Easement; (B) reasonable limitations on Residential Owner's or any of its Permittee's use of any non-exclusive Easement providing for ingress and egress over the portions of the Commercial Building or use of elevators or stairwells described in this **Article 2**, including establishing paths of ingress and egress and restrictions on hours of the day or days of the week during which Residential Owner or any of its Permittees may use such Easement, and reasonable procedures for establishing use of the Shared Freight Elevators; and (C) security controls consistent with Residential Owner's operation of the Residential Project; provided, however, that such limitations shall not create a hazardous condition or unreasonably limit emergency ingress and egress rights. Further, Commercial Owner may, and hereby reserves the right to, have reasonable access and use of any of the Telecommunications Entry Areas for the purpose of bringing and maintaining Telecommunications Equipment into the Building (exclusive of the Residences) so long as, in so doing, Commercial Owner does not unreasonably adversely impact Residential Owner.

(f) In exercising its rights in connection with any non-exclusive Easement granted under this **Article 2**, Residential Owner shall use reasonable efforts to minimize any adverse impact of its exercise on Commercial Owner, taking into consideration the economic impact of any disruption on Commercial Owner, and shall comply with the provisions of **Section 14.1(e)** whether or not the work being performed constitutes "Alterations".

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(g) Any disputes concerning the existence, location, nature and scope of any of the Easements granted under this **Article 2** shall constitute an Arbitrable Dispute.

2.2. **Residential Exclusive Easement Premises and Residential Owned Facilities.** Commercial Owner hereby grants to Residential Owner an exclusive easement for the use, installation, equipping, and Maintenance of the following areas of the Commercial Building (collectively the "Residential Exclusive Easement Premises"), and for the existence, attachment and Maintenance of the Residential Owned Facilities located within the Residential Exclusive Easement Premises:

- (i) The area in the Garage identified on Page No. 3 of the Survey as Area AD for storage;
- (ii) The areas in the Garage identified in Page No. 3 of the Survey as Areas AM, AN, BA and BF for the grease traps and pits which serve the Residential Building;
- (iii) Those certain areas located within the first floor of the 640 Federal Section used as a laundry room and trash compactor room as so identified on page No. 5 of the Survey;
- (iv) Those certain areas located within the first floor of the 680 Federal Section used as a laundry room and a trash compactor room as so identified on page No. 6 of the Survey;
- (v) Those certain areas located within the first floor of the 740 Federal Section used as a laundry room and a trash compactor room as so identified on page No. 7 of the Survey; and
- (vi) Those certain areas located within the first floor of the 780 Federal Section used as a laundry room and a trash compactor room as so identified on page No. 8 of the Survey.

Commercial Owner hereby further grants to Residential Owner, in connection with and appurtenant to the exclusive easement granted in this **Section 2.2**, the right to install such locks, key fob and key card scanners and such other devices at the doorways and access points to such Residential Exclusive Easement Premises and an easement for the installation of any necessary wiring associated therewith (all of the foregoing, collectively, "**Access Hardware**") that Residential Owner reasonably deems necessary in order to facilitate secure and authorized access to the Residential Exclusive Easement Premises, provided that Commercial Owner shall have the right to approve such Access Hardware, and the locations and plans and specifications for the installation of such wiring, such approval not to be unreasonably withheld. The installation and maintenance of the Access Hardware shall be performed at Residential Owner's sole cost and expense and in a good and workmanlike manner and in compliance with all Laws, and shall not unreasonably interfere with the use by Commercial Owner and its Permittees of the Commercial Building or their use of and access to the Telecommunication Equipment or the Telecommunications Access Areas. Residential Owner shall promptly provide to the designated representatives of Commercial Owner a duplicate or master of such keys and access cards, entry codes and the like so as to provide to Commercial Owner's designated representatives the means of access to such areas.

2.3. **Window Washing.** Commercial Owner hereby grants to Residential Owner a non-exclusive easement for access to the Roof for the use of the exhaust stacks on the Roof to the tie-in window washing equipment to the extent reasonably necessary to permit window washing of the Residential Building. This Easement is subject to relocation by Commercial Owner as provided in **Section 2.11** hereof; provided, however, that any such relocation shall not materially impede or restrict Residential Owner's ability to engage in window washing in substantially the same manner as was available as of the date on which this Agreement is recorded with the Recorder's Office.

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- 2.4. **Ingress and Egress.** Commercial Owner hereby grants to Residential Owner a non-exclusive easement for ingress and egress only for Persons, material and equipment in, over, on, across and through such portions of the Commercial Property as are, and only to the extent, reasonably necessary to permit the use, (including, without limitation, permitting access to and from the Residential Building), Maintenance, replacement, restoration or reconstruction (if and when required or permitted under this Agreement) of: (i) the Residential Building; (ii) any Facilities located in the Commercial Property which provide or are necessary to provide the Residential Building with any Utilities or other services necessary to the operation of the Residential Building, including, without limitation, Residential Owned Facilities; and (iii) any other areas in the Commercial Property as to which an Easement for use or Maintenance has been granted to Residential Owner, including, without limitation, vertical plumbing, mechanical, ventilation, electrical, and communication shafts; telecommunications, and any other equipment areas that serve the Residential Building. Notwithstanding anything to the contrary herein contained: (A) the easement for ingress and egress for Maintenance granted to Residential Owner pursuant to this **Section 2.4** shall not apply to the extent that Commercial Owner is obligated to perform said Maintenance, unless and to the extent that Residential Owner is entitled to the remedy of self-help because of the failure of Commercial Owner to perform said Maintenance; and (B) Residential Owner, in exercising its easement for ingress and egress for Maintenance, shall not interfere with or in any manner affect the Telecommunications Entry Areas or any Telecommunication Equipment.
- 2.5. **Structural Support.** Commercial Owner hereby grants to Residential Owner a non-exclusive easement in all Structural Supports located in or constituting a part of the Commercial Property for the support of: (i) the Residential Building; (ii) any Facilities or areas located in the Commercial Property with respect to which Residential Owner is granted an Easement; (iii) Residential Owned Facilities; and (iv) the Residential Exclusive Easement Premises, together with a non-exclusive easement for the Maintenance of said Structural Supports.
- 2.6. **Use of Facilities.** Commercial Owner hereby grants to Residential Owner a non-exclusive easement: (i) for the use for their intended purposes of all Facilities (other than Residential Owned Facilities as to which Residential Owner has been granted an exclusive easement) located in the Commercial Property and connected to Facilities located in the Residential Property or Residential Owned Facilities which provide or are necessary to provide the Residential Building or Residential Exclusive Easement Premises with any utilities or other services necessary to the operation of the Residential Building or the Residential Exclusive Easement Premises; and (ii) permitting the exercise of the rights granted to Residential Owner pursuant to **Section 5.5(a)** hereof during any period in which said rights may be exercised.
- 2.7. **Signs.** Commercial Owner hereby grants to Residential Owner an exclusive easement for the right to maintain signs identifying the Residences at the exterior locations, in the sizes and in the numbers designated on **Exhibit E** and on the other terms and conditions set forth in **Section 70.6**. Residential Owner shall be responsible for compliance of such signs with all Laws. Residential Owner shall pay for and obtain and maintain in effect all permits and licenses necessary to install, permit and use such signs at the designated locations on and within the Commercial Building and shall pay for all installation costs of its signage.
- 2.8. **Common Walls, Ceilings and Floors.** Commercial Owner hereby grants to Residential Owner a non-exclusive easement for support, enclosure, use and Maintenance with respect to those walls and horizontal slabs constructed in and along the common boundaries of the Commercial Parcel and the Residential Parcel, or along the boundaries of the Residential Exclusive Easement Premises which also serve as walls, ceilings or floors for the Residential Building, or the Residential Exclusive Easement Premises, as the case may be.
- 2.9. **Utilities.** Commercial Owner hereby grants to Residential Owner (and if requested by the applicable Utility Company, Commercial Owner shall grant to such Utility Company) non-exclusive easements for Utility purposes required by the Residential Building in those areas of the Commercial Building where such Utilities are located as of the date on which this Agreement is recorded in the Recorder's Office. Subject to the immediately following sentences, Residential Owner shall attempt to install new Utility Facilities in the Residential Building if, at any time, it shall become necessary to relocate or add to existing Utility Facilities or

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install new Utility Facilities as a result of any change in any Law, fire or other casualty, or eminent domain. If installation of new Utility Facilities within the Residential Building is not feasible or is cost prohibitive, Commercial Owner agrees, upon request from Residential Owner, to grant such additional or relocated Utility easements (at such location mutually agreed to by Residential Owner and Commercial Owner), provided: (i) such easements do not unreasonably interfere with the reasonable use and enjoyment of the Commercial Property, including, but not limited to, the Telecommunications Entry Areas and Telecommunication Equipment; (ii) Commercial Owner shall not be required to grant such easement which would convert otherwise available office, commercial or residential space in the Commercial Building to such use; (iii) such easements shall, in all events, be subject to the terms and conditions set forth in **Section 2.11**; and (iv) Residential Owner shall compensate Commercial Owner for any reasonable damages, costs or expenses reasonably incurred by Commercial Owner as a result of any such addition or relocation. Any such new or relocated Utilities shall be designated on the Survey, and, if necessary, the Survey shall be revised, acknowledged by the Owners, and incorporated as an amendment to this Agreement. Notwithstanding anything contained in this **Section 2.9** to the contrary, any Utilities serving the Residences, including the Utilities and Facilities referred to in this **Section 2.9**, regardless of whether such Utilities or such Facilities are located within the Residential Property or within the Commercial Property, shall only be used for the benefit of the occupants of the Residences. Neither Residential Owner nor any occupant of the Residential Building shall have any right to assign or grant to any third party or non-occupant of a Residence any license in or to, any of the Utilities or Facilities contained in the Residential Property or serving any of the Residences, nor the easements granted by Commercial Owner to Residential Owner, nor shall Residential Owner or any occupant of the Residential Building be permitted to enter into any form of lease, license or other use agreement (other than with any occupant of a Residence for use within such occupant's Residence) granting any right to use any of the Utilities or such Facilities contained in the Residential Property or serving any of the Residences.

2.10. **Loading Docks.** Commercial Owner hereby grants to Residential Owner a non-exclusive easement for the use of the loading dock in the areas identified on the Survey as "Loading Dock" for loading and package delivery in the areas so delineated on the Survey for the delivery or dispatch of materials, supplies, goods, refuse and the like to and from the Residential Building, and for any other similar purposes for which such areas are customarily used in connection with the operation of the Residential Building, subject to the limitations on such use set forth in this Agreement. Residential Owner acknowledges and agrees that the use of the loading docks by Residential Owner and its Permittees shall be subject to reasonable rules and regulations promulgated by Commercial Owner from time to time, concerning the use of such loading docks during reasonable hours and the coordination of the use of such loading docks by Residential Owner and its Permittees with the use of such loading docks by Commercial Owner and its Permittees.

2.11. **Air-Conditioning and Ventilation Equipment.** Commercial Owner hereby grants to Residential Owner a non-exclusive easement for the installation, use, Maintenance and operation of air-conditioning and ventilation units and related equipment comprising Residential Owned Facilities necessary for air-conditioning and ventilating of the Residential Building on a portion of the Roof which portion shall be within the area(s) in which such units and related equipment are located as of the date this Agreement is recorded in the Recorder's Office, or any other portion(s) of the Roof or other areas within the Commercial Property from time to time reasonably designated by Commercial Owner to which such units and related equipment may be required to be relocated. Any relocation of any such air-conditioning or ventilation units or related equipment shall be performed by Commercial Owner at Commercial Owner's sole cost. In effectuating any such relocation or other work on or in the Roof, Commercial Owner shall take reasonable measures to minimize any impairment or interruption to the air-conditioning and ventilation of, or any other services being provided to, the Residential Building which are then being furnished to the Residential Building by the Residential Owned Facilities on the Roof. To the extent commercially feasible during the months of April through September, any such material impairment or interruption by Commercial Owner with respect to air-conditioning and ventilation then being furnished to the Residential Building by any Residential Owned Facilities on the Roof shall not exceed six consecutive hours, except in an Emergency Situation. In the event that Commercial Owner intends to construct any improvements upon the Roof or within the air space over the Roof existing as of the date this Agreement is recorded with the Recorder's Office, or any portions of the Roof, then the Easement granted under this **Section 2.11** and the Easements granted under **Section 2.3** and **Section 2.9** (to the extent such Easements pertain to the Roof) may be reasonably relocated at any time subject to the immediately preceding sentence) by Commercial Owner delivering at least ninety (90) days

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prior written notice of such relocation to Residential Owner, provided that the location to which any such Residential Owner Facilities have been relocated shall not materially interfere with nor materially reduce any of the services to the Residential Building. Notwithstanding anything to the contrary contained herein: (i) Residential Owner's Facilities installed on the Roof by or on behalf of Residential Owner subsequent to the date on which this Agreement is recorded in the Recorder's Office shall be of size and dimensions and located in areas reasonably satisfactory to Commercial Owner and Residential Owner (Commercial Owner being hereby deemed to have approved any such Residential Owner's Facilities situated on the Roof, and the specific location thereof, as of the date on which this Agreement is recorded in the Recorder's Office), and shall be subject to relocation as set forth in this **Section 2.11**; and (ii) Residential Owner's use of such Facilities and access to the Roof pursuant to this **Section 2.11** shall not interfere with the operation of the Commercial Building or with any of the Commercial Building's Facilities located on the Roof, and shall be subject to reasonable rules and regulations promulgated by Commercial Owner from time to time, concerning access to the Roof and the protection of Commercial Owned Facilities located on the Roof. Installations by Residential Owner pursuant to this **Section 2.11** shall constitute an Alteration under **Article 14**, plans and specifications for which require consent of Commercial Owner.

Without limiting any provision of this **Section 2.11**, in no event shall any installation by Residential Owner cause any structural damage to the Building, including, without limitation, the Roof or the membrane of the Roof. At Commercial Owner's option, any penetrations, modifications or repairs to the Roof or the Roof membrane shall be done by Commercial Owner's contractor (which contractor shall be subject to Residential Owner's approval, which approval shall not be unreasonably withheld or delayed), at Residential Owner's sole cost and expense. The giving of any approval by Commercial Owner shall not eliminate Residential Owner's obligation under this Agreement, including Residential Owner's obligation to obtain all required permits and to secure compliance with all requirements under Law and the insurance coverage(s) applicable to the Building.

2.12. **Corridors.** Commercial Owner hereby grants to Residential Owner non-exclusive easements for ingress and egress of Persons over, upon and across those certain corridors identified on the Survey as "West Common Hallway" providing access to those laundry rooms and trash compactor rooms which constitute Residential Exclusive Easement Premises, and to the stairwells and elevators of the Residential Building. Commercial Owner shall have no obligation to provide any security with respect to the use of the corridors.

2.13. **Garage Mechanical Rooms.**

(a) Commercial Owner hereby grants to Residential Owner a nonexclusive easement for the use and Maintenance of the following mechanical rooms and areas and the Facilities located in such rooms serving the Residential Building which are all located in the Garage and identified on Page No. 3 of the Survey only and exclusively for the uses shown on the Survey as: Area AJ (Fire Piping Area); Area Q (Electrical Room); Area R (Elevator walk-in pit for Elevator No. 680-2 (680 Building); Area AM (Access to mechanical and storage areas and grease pit); Area AN (grease pit for 740 Building); Area SA (grease pit for the 680 Building); and Area BF (grease pit for 640 Building); and over, upon and across the first floor corridors located in the Commercial Building for the purpose of access to the aforescribed mechanical rooms and areas and such Facilities.

(b) Without limiting the general scope of the Easements described in this **Article 2**, Commercial Owner hereby grants to Residential Owner a nonexclusive easement within those elevator shafts located within the Garage, in which the passenger elevators used and owned by Residential Owner are operated as of the date this Agreement is recorded with the Recorder's Office.

2.14. **Stairwells.** Commercial Owner hereby grants to Residential Owner a nonexclusive easement for use of those portions of the stairwells located in the Commercial Building and identified on the Survey as the 620-East, 640-East, 680-East, 740-East, 780-East, 640-West, 680-West, 740-West and 780-West Stairwells, to the extent portions of such Stairwells are within the Commercial Building. Notwithstanding anything contained in this **Section 2.14** to the contrary, access by Residential Owner from the first floor of the Residential Building to the Garage through such stairwells shall be solely through those areas identified as Areas C, V, AE, AI and BD on Page No. 3 of the Survey, and be for the sole and exclusive purpose of: (i)

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access to the Residential Exclusive Easement Premises located in the Garage; (ii) Maintenance of those areas in the Garage for which Residential Owner has a non-exclusive easement as from time to time; and (iii) use of the parking stalls in the Garage; Commercial Owner shall have the right to limit access from such stairwells to the Persons who have been authorized by Residential Owner, and whose names are from time to time furnished to Commercial Owner as having the authority to access the Garage solely for such purpose. Commercial Owner shall have the right to impose reasonable rules and regulations with respect to such access. Notwithstanding the immediately preceding sentence to the contrary, Residential Owner shall have the right to install such locks, key fob and key card scanners and such other devices at the doorways and access points to such stairwells (all of the foregoing, collectively, "Stairwell Access Hardware") that Residential Owner deems reasonably necessary in order to facilitate secure and authorized access to and from such stairwells; provided, however, Commercial Owner shall have the right to approve any and all Stairwell Access Hardware, such approval not to be unreasonably withheld. Residential Owner shall promptly provide to the designated representatives of Commercial Owner a duplicate or masters of such keys and access cards, entry codes and the like so as to provide to Commercial Owner's designated representatives the means of access to the stairwells. In no event shall the installation or use of the Stairwell Access Hardware violate any Laws or unreasonably interfere with the use by Commercial Owner and its Permittees of the Commercial Building or their use of and access to the Telecommunication Equipment or Telecommunications Access Areas.

2.15. **Shared Freight Elevators.** Commercial Owner hereby grants to Residential Owner a non-exclusive easement for use of the Shared Freight Elevators provided, however, the foregoing non-exclusive easement is subject to the following restrictions and conditions: (i) Residential Owner, prior to using such easement, shall provide Commercial Owner with reasonable prior notice with respect to any single use which shall occupy the subject Shared Freight Elevator for more than 30 minutes; (ii) Residential Owner shall comply with Commercial Owner's reasonable rules and regulations concerning the use of the Shared Freight Elevators; (iii) the foregoing non-exclusive easement for Shared Freight Elevator No. 640-1 is to be used by Residential Owner only for access from the first floor of the Building to floors 4 through 8 of the 640 Federal Section; (iv) the foregoing non-exclusive easement for Shared Freight Elevator No. 680-1 is to be used by Residential Owner only for access from the first floor of the Building to floors 2 through 9 in the 680 Section; (v) the foregoing non-exclusive easement for Shared Freight Elevator No. 740-1 to be used by Residential Owner only for access from the first floor of the Building to floors 2 through 12 in the 740 Section; (vi) the foregoing non-exclusive easement for Shared Freight Elevator No. 780-1 is to be used by Residential Owner only for access from the first floor of the Building to floors 2 through 12 in the 780 Section; (vii) Residential Owner shall also have the right to use the Shared Freight Elevators for the purpose of access to the Residential Exclusive Easement Premises located in the Garage, and Maintenance of those areas in the Garage for which Residential Owner has a non-exclusive easement and use of the parking stalls in the Garage; and (viii) Commercial Owner shall have the right to limit access to the Garage from such Shared Freight Elevators to those Persons who have been authorized by Residential Owner, and whose names are from time to time furnished to Commercial Owner as having the authority to access the Garage solely for such purposes. Notwithstanding the foregoing, however, Commercial Owner hereby further grants to Residential Owner, in connection with and appurtenant to the foregoing easement, the right to install such locks, key fob and key card scanners and such other devices in or on the elevator cars and/or those doorways and access points to and from any areas within the Residential Building and the Shared Freight Elevators, and an easement for the installation of any necessary wiring associated therewith (all of the foregoing, collectively, "Elevator Access Hardware") that Residential Owner deems reasonably necessary in order to facilitate secure and authorized access to and from the Shared Freight Elevators; provided, however, Commercial Owner shall have the right to approve any and all Elevator Access Hardware and the locations and plans and specifications for the installation of such wiring, such approval not to be unreasonably withheld. Residential Owner shall promptly provide to the designated representatives of Commercial Owner a duplicate or masters of such keys and access cards, entry codes and the like so as to provide to Commercial Owner's designated representatives the means of access to the Shared Freight Elevators. The installation and Maintenance of the Elevator Access Hardware shall be performed at Residential Owner's sole cost and expense and in a good and workmanlike manner and in compliance with all Laws, and shall not unreasonably interfere with the use by Commercial Owner and its Permittees of the Commercial Building or use of and access to the Telecommunication Equipment and the Telecommunications Access Areas. Residential Owner and Commercial Owner shall reasonably cooperate in order to allow the use and operation of the Shared Freight

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Elevators as provided herein including the establishment of reasonable rules and regulations governing the same.

2.16. **Encroachments.** Commercial Owner hereby grants to Residential Owner an easement permitting the existence of encroachments if, by reason of the construction of the Building or the subsequent settlement or shifting of the Building, any part of the Residential Building or Residential Owned Facilities encroaches or shall hereafter encroach upon any part of the Commercial Parcel, or if the Residential Exclusive Easement Premises or Residential Owned Facilities shall encroach on portions of the Commercial Parcel other than as shown by the Survey. No such encroachment shall be placed or enlarged deliberately. Such Easement permitting encroachments shall exist only so long as the encroachment continues to exist.

2.17. **Construction.** Commercial Owner hereby grants to Residential Owner non-exclusive easements in the Building Common Areas located within the Commercial Building and the Commercial Parcel to the extent necessary for completing construction of Alterations permitted from time to time under **Article 14** including easements for access, temporary utility connections and the operation of construction equipment. In no event shall any such access, construction or operations by Residential Owner or its agents and contractors (i) interfere with, damage any part of, or create a risk of harm to the Commercial Property or the Commercial Owned Facilities, or the Permittees of the Commercial Building, or (ii) result in construction dust or debris that would be disruptive to or inconsistent with the operation of the Commercial Building or the Permittees of the Commercial Building. Residential Owner shall take such precautions as may be necessary to ameliorate the risk of harm. As used herein, the "Common Areas" of the Commercial Building and the Commercial Parcel means all areas now, or at any time hereafter, which, based on Commercial Owner's discretion, are or become included within the Commercial Building and the Commercial Project, made available for the general non-exclusive use, convenience and benefit of Commercial Owner and all other owners, tenants and Permittees of the Commercial Building and the Commercial Project, as such areas, as of the date this Agreement is recorded in the Recorder's Office, are, or hereafter may be improved and configured and which are not devoted to the specific use of a particular tenant or other occupant. Notwithstanding the foregoing, however, in no event shall Commercial Owner relocate, eliminate or modify any Common Areas within the Commercial Building which exist as of the date this Agreement is recorded with the Recorder's Office and which are subject to the Easements granted in this Article 2 in a manner which materially adversely affects Residential Owner's use or enjoyment thereof as permitted by, and subject to, the terms and conditions of this Agreement.

2.18. **Residential Owner's Satellite Dish.**

(a) Commercial Owner hereby grants to Residential Owner, at Residential Owner's sole cost and expense, a license, subject to the terms and conditions contained in this **Section 2.18**, to install, maintain and operate a facility for the transmission and/or reception of television, radio or other similar communication signals (hereinafter called the "**Satellite Dish**") on the Roof, and any equipment which is reasonably related to the installation, Maintenance and operation of the Satellite Dish (the "**Satellite Equipment**"). The Satellite Dish and Satellite Equipment and their specific location on the Roof shall be subject to Commercial Owner's approval, such approval not to be unreasonably withheld. The Satellite Dish and Satellite Equipment shall be used and operated solely for the use and enjoyment of the residential occupants of the Residences.

(b) Commercial Owner shall have no responsibility, and shall not be obligated, to provide any utilities, including, but not limited to, electricity or other power for the operation of the Satellite Dish or the Satellite Equipment. Residential Owner shall procure the arrangement of all utility services to be used in connection with the Satellite Dish and the Satellite Equipment with the appropriate local utility companies, which arrangements, other than the cost and expense, shall be subject to the written approval of Commercial Owner, which approval shall not be unreasonably withheld. Residential Owner shall pay for the cost of all utility services.

(c) Residential Owner shall secure all necessary building permits, FAA and FCC approvals, and all other permits, consents and approvals of federal, state and local agencies or government authorities required for the installation, Maintenance, operation and removal of the Satellite Dish, shall provide

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copies of the same to Commercial Owner, and shall, at all times comply with Laws, including, but not limited to, height restrictions and screening requirements. If required by Laws, Residential Owner shall supply stamped engineering drawings for the installation of the Satellite Dish, certifying that the proposed site will support the Satellite Dish installation safely and legally. Residential Owner shall also secure the approval of Commercial Owner's fire insurance underwriter prior to installation, shall provide copies of the same to Commercial Owner, and shall comply with all requirements issued by said fire insurance underwriter. Residential Owner shall provide all installation specifications and drawings required for the securing of said permits and approvals. Residential Owner shall promptly pay all taxes and license fees imposed by any federal, state or local governmental agency or authority in connection with the installation, operation and Maintenance of the Satellite Dish and the Satellite Equipment.

(d) Residential Owner shall maintain the Satellite Dish and the Satellite Equipment, at its own cost and expense, in good working order and condition, and free from any hazard to person and property. Residential Owner shall not place any load upon the Roof which will exceed the load per square foot which the Roof was designed to carry. Any damage caused to the Roof, Commercial Building or any part thereof which results from the installation, operation, Maintenance, repair, replacement or removal of the Satellite Dish or the Satellite Equipment shall be repaired or replaced promptly by Residential Owner or, at Commercial Owner's option, exercised by written notice given to Residential Owner, such work shall be done by Commercial Owner at Residential Owner's sole cost and expense, and the cost thereof shall be reimbursed promptly by Residential Owner to Commercial Owner upon receipt of an invoice for such work.

(e) Residential Owner shall have the right to enter and to have access to and from the Roof from time to time at reasonable times for the purpose of installation, Maintenance or removal of the Satellite Dish and the Satellite Equipment, provided that, in each instance, reasonable prior written notice is given to Commercial Owner, and an employee of Commercial Owner is present. Commercial Owner shall have the right from time to time to establish reasonable terms and conditions upon which Residential Owner shall have the right to enter the Roof and conduct activities thereon as contemplated hereby.

(f) Installation or alteration of the Satellite Dish or the Satellite Equipment shall be performed so as to cause no structural damage to the Roof or the Building, or to any Commercial Owned Facilities or Telecommunication Equipment located on the Roof or elsewhere in the Building. Prior to any installation of, or alteration to, the Satellite Dish or the Satellite Equipment, Residential Owner shall provide Commercial Owner with (i) a set of scaled and dimensioned plans and specifications for the Satellite Dish and the Satellite Equipment, which shall include, without limitation, the floor and power load requirements of the Satellite Dish and the Satellite Equipment; (ii) the location and kind of electrical or other services to and from the Satellite Dish; (iii) detailed specification of the means of attaching the Satellite Dish and the Satellite Equipment to the Roof and of all penetrations of the Roof in connection with such attaching, such services or otherwise; and (iv) the manner in which the Satellite Dish and the Satellite Equipment may be screened from public view. Such plans and specifications shall be subject to Commercial Owner's written approval, such approval not to be unreasonably withheld. The giving of any approval by Commercial Owner shall not eliminate any of Residential Owner's obligations under this **Section 2.18**, including, without limitation, Residential Owner's obligation to obtain all required permits and to secure compliance with all codes and insurance requirements. All Roof penetrations, modifications or repairs shall be done by Commercial Owner's contractor, at Residential Owner's sole cost and expense, or, at Commercial Owner's option, by such other contractor approved by Commercial Owner in writing. The giving of any approval by Commercial Owner shall not eliminate any of Residential Owner's obligations under this **Section 2.18**, including, without limitation, Residential Owner's obligation to obtain all required permits and to secure compliance with all Laws and insurance requirements.

(g) Residential Owner represents and warrants to Commercial Owner that the Satellite Dish and the Satellite Equipment will not cause or create: (i) any interference with the operation or use by any occupant of the Commercial Building or their respective Permittees of any Telecommunications Equipment now or hereafter located in the Commercial Building; or (ii) any interference with the operations of any Telecommunications Equipment, other transmitting and receiving devices, antennae, televisions and radios or accessory equipment. In the event of a breach of this representation and warranty, Residential Owner shall take whatever steps are necessary in order to eliminate such interference; failing which, Residential Owner

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shall immediately terminate its operation of the Satellite Dish and the Satellite Equipment until such interference can be cured.

(h) Subject to **Section 2.18(i)**, Residential Owner shall procure and maintain, at its sole cost and expense, and for such period as either the Satellite Dish or the Satellite Equipment shall remain on the Roof, and prior to the installation, operation and Maintenance of the Satellite Dish and the Satellite Equipment, policies of: (i) commercial general liability insurance, such insurance to afford minimum protection of not less than Three Million Dollars (\$3,000,000) in Equivalent Dollars for personal injury or death in any one occurrence; and (ii) "all risk" insurance insuring the Satellite Dish and the Satellite Equipment for the full replacement cost thereof; provided, however; Residential Owner shall carry such other policies or such greater limits of coverage as may be required under this Agreement or as Commercial Owner may reasonably request from time to time. The insurance shall be issued by companies and be in form and substance reasonably satisfactory to Commercial Owner.

(i) Except as otherwise set forth in this **Section 2.18(i)**, Residential Owner shall procure and maintain, at its sole cost and expense, or cause its contractors to procure and maintain, at their cost and expense, prior to and during any installation, Maintenance or alteration of either the Satellite Dish or the Satellite Equipment, in addition to the insurance set forth in the preceding paragraph: (i) workers' compensation, employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) in Equivalent Dollars and any insurance required by any employee benefit acts or other applicable statutes as will protect Residential Owner's contractors from liability under the aforementioned acts; and (ii) "builder's risk" insurance providing "all risk" coverage upon all work performed in connection therewith in an amount equal to the total value thereof. The aforesaid insurance policies shall include Commercial Owner, its beneficiaries and its Mortgagee, and their respective agents and employees as additional insureds. A duplicate original of each policy, together with satisfactory evidence of payment of the premium thereon, shall be deposited with Commercial Owner prior to the commencement of installation of the Satellite Dish and the Satellite Equipment and renewals thereof shall be deposited with Commercial Owner not less than thirty (30) days prior to the end of the term of such coverage. Each policy of insurance required herein shall contain a provision that the insurer shall not cancel, modify or terminate such insurance (including termination at a scheduled termination date) without giving written notice to Commercial Owner at least thirty (30) days before the cancellation, modification or termination becomes effective. Notwithstanding anything contained in **Section 2.18(h)** and this **Section 2.18(i)** to the contrary, Residential Owner's obligations pursuant to **Section 2.18(h)** and this **Section 2.18(i)** shall be considered satisfied if, and to the extent that, any liability claims in connection with the installation, operation and Maintenance of, and loss or damage to, the Satellite Dish and the Satellite Equipment are covered by the insurance Residential Owner is required to procure and maintain pursuant to **Article 8**. Residential Owner shall be liable, and shall reimburse Commercial Owner, for any increase of or additional Insurance Costs resulting from or in connection with the installation, operation or Maintenance of the Satellite Dish and the Satellite Equipment, or either of them.

(j) Residential Owner shall indemnify, defend and hold harmless Commercial Owner and its beneficiaries and their respective officers, directors, shareholders, partners and employees from and against any and all loss, cost, injury, claims, demands, costs and expenses of every kind and nature, including attorneys' fees, which arise from Residential Owner's exercise of rights granted under this **Section 2.18** or any breach or default on the part of Residential Owner in the performance of any obligations of Residential Owner to be performed pursuant to the terms of this **Section 2.18**, or from any act or neglect of Residential Owner, its officers, directors, partners, agents, employees, invitees or licensees.

(k) Commercial Owner and its beneficiaries and Mortgagee, and their respective officers, directors, shareholders, partners, agents and employees shall not be liable or responsible to Residential Owner for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war or court order, for any damage or inconvenience which may arise through the operation, Maintenance, repair or alteration of any part of the Building, for the failure to make such repair, or for any other cause beyond the reasonable control of Commercial Owner. In the event the Building or any portion thereof is damaged or destroyed, Commercial Owner's obligation to repair and restore the Commercial Building shall be governed by **Article 9** of this Agreement. Commercial Owner shall not be liable to Residential Owner for any interference with Residential Owner's operation of the Satellite Dish or the

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Satellite Equipment caused by Commercial Owner's repair, Maintenance or replacement of the Roof or any of the Commercial Owned Facilities or the Telecommunications Equipment, and Commercial Owner shall be entitled to suspend operation of the Satellite Dish temporarily if such temporarily suspended operation is reasonably necessary for the performance of such repair, Maintenance or replacement activities by Commercial Owner.

ARTICLE 3 EASEMENTS APPURTENANT TO COMMERCIAL PARCEL

3.1. **In General.** For the purposes of this **Article 3**, the following shall apply:

(a) Residential Owner is the grantor of Easements described in this **Article 3**. The Easements granted in this **Article 3** shall burden the Residential Parcel as the servient tenement, and shall bind and be enforceable against Residential Owner and its successors and assigns with respect to the Residential Property. Certain of the Easements granted herein may be located, all or in part, within the Encroachment Areas or in the Private Alley Easement Areas, and not owned by Residential Owner. Residential Owner's ability to grant Easements in such instances is limited to the extent of Residential Owner's ownership interest.

(b) Commercial Owner is the grantee of the Easements granted in this **Article 3**. Such Easements shall be appurtenant to the Commercial Parcel as the dominant tenement, and benefit Commercial Owner and its successors, assigns and Permittees with respect to the Commercial Property.

(c) Unless otherwise expressly provided in this Agreement, all Easements granted to Commercial Owner in this Agreement shall run with the land and are irrevocable and perpetual in nature, subject to (i) any limitations on duration in the Private Alley Easement Agreement (and in any extensions or replacements thereof) with respect to any easements granted within the Private Alley Easement Areas; (ii) any rights of the owners of any portions of the Encroachment Areas; and (iii) any and all terms and conditions pursuant to the licenses granted by the City over the Licensed Areas.

(d) Except for the Easements granted to Commercial Owner pursuant to **Section 3.8**, the use of an Easement shall be limited to use for the function for which the improvements subject to the Easement in question is being used as of the date this Agreement is recorded in the Recorder's Office; and, except as may otherwise be provided in this Agreement, any Easements provided or reserved under this Agreement which are designated as non-exclusive shall permit the owner of the servient tenement to utilize such Easement areas for its own purposes or grant other easements or interests therein which are not inconsistent with that of the dominant tenement hereunder.

(e) Residential Owner may: (i) in connection with the Maintenance, repair or restoration of its portion of the Residential Building; (ii) in an Emergency Situation; or (iii) to prevent a dedication of or accruing of rights, by the public in and to use of any of the Residential Property: temporarily prevent, close off or restrict the flow of pedestrian ingress, egress or use over, across and through any of the Easements, but only to the minimal extent and for the shortest time period reasonably necessary under the circumstances in order to minimize the effect on the user of such Easement; provided, however, in no event shall Residential Owner, by act or failure to act, cause or permit any condition or circumstance which would prevent, limit, impair or interfere with access to or use by Commercial Owner or its Permittees of any Telecommunications Entry Area or any of the Telecommunication Equipment. Residential Owner may, from time to time, consistent with the requirements of the business carried on the Commercial Property, impose (A) reasonable rules and regulations of general application on Commercial Owner's and Commercial Owner's Permittee's use of any non-exclusive Easement; (B) reasonable limitations on Commercial Owner's and Commercial Owner's Permittee's use of any non-exclusive Easement providing for ingress and egress over the portions of the Residential Building; and (C) security controls consistent with Residential Owner's operation of its business on its portion of the Project Site; provided, however, such limitations and controls shall not create a hazardous condition or unreasonably limit emergency ingress and egress rights; and provided, further, in no event shall

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any such rules and regulations, limitations or security controls prevent, limit, impair or interfere with access to or use by Commercial Owner or its Permittees of any Telecommunications Areas or any Telecommunication Equipment.

(f) In exercising its rights in connection with any non-exclusive Easement granted under this **Article 3**, Commercial Owner shall use reasonable efforts to minimize any adverse impact of its exercise on Residential Owner, taking into consideration the economic impact of any disruption on Residential Owner, and shall comply with the provisions of **Section 14.1(e)** whether or not the work being performed constitutes "Alterations."

(g) Any disputes concerning the existence, location, nature and scope of any of the Easements granted under this **Article 3** shall constitute an Arbitrable Dispute.

3.2. Entrances, Entries and Stairwells.

(a) Residential Owner hereby grants to Commercial Owner a non-exclusive easement for ingress and egress of Persons through the entrances, entries and stairwells contained within the Residential Building to the extent required as of the date on which this Agreement is recorded with the Recorder's Office for access to and from the Commercial Building, including, but not limited to, the Roof, and any Telecommunications Entry Areas and Telecommunication Equipment. If, subsequent to the date on which this Agreement is recorded with the Recorder's Office, Commercial Owner and its Permittees require further or additional ingress and egress of Persons in or through any additional or other entrances, entries and stairwells contained within the Residential Building for access to and from the Commercial Building and any Telecommunications Entry Areas and Telecommunication Equipment, and no commercially reasonable alternate access route through any portion of the Commercial Parcel is available to Commercial Owner, then Residential Owner hereby further grants to Commercial Owner and Commercial Owner's Permittees a nonexclusive easement for such ingress and egress and access. Residential Owner shall provide Commercial Owner access to all of said entrances and entries on a twenty-four (24) hours per day, seven (7) days per week basis. In installing any Telecommunication Equipment in or through any such additional or other entrances, entries and stairwells, Commercial Owner and Commercial Owner's Permittees shall not unreasonably interfere with the reasonable use and enjoyment of the Residential Property.

(b) Without limiting the general scope of this **Section 3.2** or of the other Easements described in this **Article 3**, Residential Owner hereby grants to Commercial Owner a nonexclusive easement for use of the entry identified on Page No. 6 of the Survey as "680 East Entry" and of the stairwell identified on Page No. 6 of the Survey as the "680 East Stairwell".

3.3. Ingress and Egress.

(a) Residential Owner hereby grants to Commercial Owner a non-exclusive easement for ingress and egress for Persons, materials and equipment in, over, on, across and through such portions of, and from time to time, located on the Residential Property as are necessary for Commercial Owner to furnish or cause to be furnished the services described in **Section 5.1** hereof and as may be necessary or desirable for access by Commercial Owner to the Roof and to any and all Facilities from time to time located on the Roof. Residential Owner hereby further grants Commercial Owner a non-exclusive easement for ingress and egress for Persons, materials and equipment in, over, on, across and through such portions of, and from time to time, located on the Residential Property as are necessary to permit the Maintenance, replacement, restoration or reconstruction (if and when required or permitted under this Agreement) of (i) the Commercial Building, including, but not limited to, the Roof; (ii) any Facilities located in the Residential Building which provide or are necessary to provide the Commercial Building with any utilities or other services necessary to the operation of the Commercial Building, including, without limitation, the Commercial Owned Facilities and Telecommunications Entry Areas; and (iii) any other areas in the Residential Building as to which an Easement for use or Maintenance has been granted Commercial Owner, including vertical plumbing, mechanical, ventilation, electrical, and communication shafts; stairwells; electrical and mechanical telecommunications, and any other equipment that serve the Commercial Building.

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(b) Without limiting the general scope of this **Section 3.3** or of the other Easements described in this **Article 3**, Residential Owner hereby grants to Commercial Owner a nonexclusive easement for ingress and egress for Persons, materials and equipment in, over, on, across and through those corridors located within the Residential Building which, as of the date this Agreement is recorded with the Recorder's Office, connect Commercial Owner's freight elevators with those stairwells which provide access to the Roof.

3.4. **Structural Support.** Residential Owner hereby grants to Commercial Owner a non-exclusive easement in all Structural Supports located in or constituting a part of the Residential Property for the support of (i) the Commercial Building; (ii) any Facilities or areas located in the Residential Property with respect to which Commercial Owner is granted an Easement; and (iii) Commercial Owned Facilities, together with a non-exclusive easement for the Maintenance of said Structural Supports.

3.5. **Utilities.** Residential Owner hereby grants to Commercial Owner (and if requested by the applicable Utility Company, Residential Owner shall grant to such Utility Company) non-exclusive easements (i) for Utility purposes required by the Commercial Building in those areas of the Building where such Utilities are located as of the date this Agreement is recorded in the Recorder's Office; (ii) for all Facilities located in the Residential Property and connected to Facilities located in the Commercial Property or the Commercial Owned Facilities which provide or are necessary to provide the Commercial Building with any utilities or other services necessary to the operation and use of the Commercial Building, and (iii) permitting the exercise of the rights granted to and duties imposed on Commercial Owner pursuant to **Section 5.1** hereof during any period in which said rights may be exercised. Commercial Owner shall attempt, if commercially reasonable, to install any new Utility Facilities (exclusive of Utility Facilities relating to any Telecommunications Entry Areas or Telecommunication Equipment) in the Commercial Building if, at any time, it shall become necessary to relocate or add to existing Utility Facilities or install new Utility Facilities as a result of any change in any Law, fire or other casualty, or eminent domain. If installation of new Utility Facilities within the Commercial Building is not commercially feasible or is cost prohibitive, Residential Owner agrees, upon request from Commercial Owner, to grant such additional or relocated Utility easements (at such location mutually agreed to by Residential Owner and Commercial Owner): provided (i) such easements do not unreasonably interfere with the reasonable use and enjoyment of the Residential Property; (ii) Residential Owner shall not be required to grant such easement which would convert otherwise available residential space in the Residential Building to such use; and (iii) Commercial Owner shall compensate Residential Owner for any reasonable damages, costs or expenses reasonably incurred by Residential Owner as a result of any such addition or relocation. Any such new or relocated Utilities shall be designated on the Survey, and, if necessary, the Survey shall be revised, acknowledged by the Owners, and incorporated as an amendment to this Agreement. Upon completion of the installment and/or relocation of the new Utility, Commercial Owner, at its sole cost and expense, shall restore the Residential Property materially to their condition immediately before the work began at Commercial Owner's sole cost and expense.

3.6. **Encroachments.** Residential Owner hereby grants to Commercial Owner an easement permitting the existence of encroachments if, by reason of the construction of the Building or the subsequent settlement or shifting of the Building, any part of the Commercial Building or Commercial Owned Facilities encroaches or shall hereafter encroach upon any of the Residential Parcel, other than as shown by the Survey. No such encroachment shall be placed or enlarged deliberately. Such Easement permitting encroachments shall exist only so long as the encroachment continues to exist.

3.7. **Common Walls, Ceilings and Floors.** Residential Owner hereby grants to Commercial Owner a non-exclusive easement for support, enclosure, use and Maintenance with respect to those walls and horizontal slabs constructed in and along the boundaries of the Commercial Parcel and the Residential Parcel or along the boundaries of the Residential Exclusive Easement Premises which also serve as walls, ceilings or floors for the Commercial Building.

3.8. **Telecommunications Entry Areas.** Residential Owner hereby grants to Commercial Owner (and if requested by the applicable Utility Company, Residential Owner shall grant to such Utility Company) non-exclusive easements for utility purposes, including the right to install, lay, maintain, repair, and replace Telecommunications Equipment in the Residential Property within the areas in which such Facilities are located on the date this Agreement is recorded in the Recorder's Office, including the stairwells of the

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Residential Building, and within any other Telecommunications Entry Areas as may from time to time be so designated by Commercial Owner; provided, however, if, at any time, it shall become necessary to relocate or add to such easements in order to provide telecommunication services to the Commercial Property, including telecommunications to and for the tenants and the other Permittees of the Commercial Building, Residential Owner agrees, upon request from Commercial Owner, to grant such additional or relocated utility easements, provided (i) such easements are not located within any Residences and do not unreasonably interfere with the reasonable use and enjoyment of the Residential Property; (ii) Residential Owner shall not be required to grant such easement which would convert otherwise available residential apartment space to such use, and (iii) Commercial Owner shall compensate Residential Owner as may be reasonable for any damages, costs or expenses reasonably incurred by Residential Owner. Any such new or relocated utilities shall be designated on the Survey, and, if necessary the Survey shall be revised, acknowledged by the Owners, and incorporated as an amendment to this Agreement.

3.9. **Construction.** Residential Owner hereby grants Commercial Owner a non-exclusive easement in the Residential Building and the Residential Property (exclusive of the Residences) for the purpose of completing construction of Alterations permitted from time to time under **Article 14** including easements for access, utility connections and the operation of all necessary construction equipment. In no event shall any such access, construction or operations by Commercial Owner or its agents and contractors interfere with, damage any part of the Residential Property or the Residential Owned Facilities, or create a risk of harm to the Permittees of the Residential Building or results in construction dust or debris that would be disruptive to or inconsistent with the operation of the Residential Building or the Permittees of the Commercial Building. Commercial Owner shall take such precautions as may be necessary to ameliorate the risk of harm.

3.10. **Use of Facilities.** Residential Owner hereby grants to Commercial Owner a non-exclusive easement (i) for the use for their intended purposes of all Facilities located in the Residential Property and connected to Facilities located in the Commercial Property or Commercial Owned Facilities which provide or are necessary to provide the Commercial Building with any utilities or other services necessary to the operation of the Commercial Building and (ii) permitting the exercise of the rights granted to Commercial Owner pursuant to **Section 5.5(a)** hereof during any period in which said rights may be exercised.

ARTICLE 3A

EASEMENTS FOR THE BENEFIT OF PARKING TENANT; GARAGE OPERATION

3A.1 In General.

(a) Commercial Owner is the grantor of the Easements described in this **Section 3A.1**. The Easements granted in this **Section 3A.1** shall burden the Commercial Parcel as the servient tenement, and shall bind and be enforceable against Commercial Owner and its successors and assigns with respect to the Commercial Property so long as, and provided that, no Event of Default is continuing and the Parking Lease is in force. The Easements in this **Section 3A.1** shall bind and be enforceable against Commercial Owner and its successors, grantees and assigns. Certain of the Easements granted herein may be located, all or in part, within the Private Alley Easement Areas or the Encroachment Areas, and not owned by Commercial Owner. Commercial Owner's ability to grant Easements in such instances is limited to the extent of Commercial Owner's ownership interest.

(b) Parking Tenant is the grantee of the Easements granted in this **Section 3A.1**. Such Easements shall be appurtenant to the Parking Premises, and benefit Parking Tenant and its successors, assigns and Permittees so long, and provided that, no Event of Default is continuing and the Parking Lease is in force. The Easements granted in this **Section 3A.1** shall terminate and be of no further force or effect upon termination or expiration of the Parking Lease.

(c) The use of an Easement shall be limited to use for the function for which the improvements subject to the Easement in question is being used as of the date this Agreement is recorded in the Recorder's Office; and any Easements provided or reserved under this **Section 3A.1** are non-exclusive.

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(d) Commercial Owner may (i) in connection with the Maintenance, operation, security, repair or restoration of the Commercial Building, or (ii) in an Emergency Situation, or (iii) to prevent a dedication of or accruing of rights by the public in and to use of any of the Commercial Property: temporarily prevent, close off or restrict the flow of pedestrian or vehicular ingress, egress or use over, across and through any of the Easements, but only to the extent and for the time period reasonably necessary under the circumstances in order to minimize the effect on the user of such Easement. Commercial Owner may, from time to time, impose (A) reasonable rules and regulations of general application on Parking Tenant's or any of its Permittee's use of any Easement; (B) reasonable limitations on Parking Tenant's or any of its Permittee's use of any Easement providing for ingress and egress over the portions of the Commercial Building or use of the 620 Freight Elevator or stairwells described in this **Section 3A.1**, and reasonable procedures for establishing use of the 620 Freight Elevator; and (C) security controls consistent with Parking Tenant's use of the Parking Premises pursuant to, and in accordance with, the Parking Lease. Further, Commercial Owner may, and hereby reserves the right to, have reasonable access and use of any of the Telecommunications Entry Areas for the purpose of bringing and maintaining Telecommunications Equipment into the Building (exclusive of the Residences) so long as, in so doing, Commercial Owner does not unreasonably adversely impact Parking Tenant's rights under the Parking Lease.

(e) In exercising its rights in connection with any non-exclusive Easement granted under this **Section 3A.1**, Parking Tenant shall use reasonable efforts to minimize any adverse impact of its exercise on Commercial Owner, taking into consideration the economic impact of any disruption on Commercial Owner.

(f) Any disputes concerning the existence, location, nature and scope of any of the Easements granted under this **Section 3A.1** shall constitute an Arbitrable Dispute.

3A.2 Easements. So long as no Event of Default is continuing and the Parking Lease is in force:

(a) Commercial Owner hereby grants to Parking Tenant a non-exclusive easement for ingress and egress only for Persons, material and equipment in, over, on, across and through the driveway referred to in the definition of "Garage" in **Section 1.1**, the walkways in the Garage, and such portions of the stairwell located within the Garage as are, and only to the extent reasonably necessary to permit ingress and egress from the Parking Premises to West Harrison Street, and access to and from the first floor of the Building and the Garage, as the case may be.

(b) Commercial Owner hereby grants to Parking Tenant a non-exclusive easement for use of the 620 Freight Elevator; provided, however, the foregoing non-exclusive easement is subject to the following restrictions and conditions: (i) Parking Tenant, prior to using such easement, shall provide Commercial Owner with reasonable prior notice with respect to any single use which shall occupy the 620 Freight Elevator for more than thirty (30) minutes; (ii) Parking Tenant shall comply with Commercial Owner's reasonable rules and regulations concerning the use of the 620 Freight Elevator; and (iii) the foregoing non-exclusive easement for the 620 Freight Elevator is to be used by Parking Tenant only for access to and from the first floor of the Building.

(c) Provided Commercial Owner has received the name and address of Residential Owner's Mortgagee as provided for in **Section 20.11**, then, Commercial Owner may terminate the Parking Lease or exercise any other remedies available to Commercial Owner under the Parking Lease or at law and in equity because of an Event of Default, only after Commercial Owner has sent to Residential Owner's Mortgagee a written notice specifying such default, and

(i) if such Event of Default is based upon a failure by Parking Tenant to pay any monies to Commercial Owner, Residential Owner's Mortgagee fails to cure such default within ten (10) days after the expiration of Parking Tenant's cure period; or

(ii) if such Event of Default is based upon an act or omission other than Parking Tenant's failure to pay monies to Commercial Owner, Residential Owner's Mortgagee fails to

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commence within forty five (45) days after Residential Owner's Mortgagee's receipt of such notice to cure such default and to proceed diligently and in good faith to cure such default until completion.

3A.3 Continued Operation of Parking Premises

(a) Commercial Owner, Parking Tenant and Residential Owner hereby agree that the tenants of the Residences (and, if the Residential Property, or any portion thereof, has been submitted to the Act, the Unit Owners of the Residential Property, in the aggregate) shall have available to them, subject to **Articles 13** hereof, and the terms and conditions of this **Section 3A.3**, the number of parking spaces (the "Required Parking Spaces") in the Garage and at such times, as may be necessary for the Residential Property to remain in compliance with the parking requirements pursuant to the applicable section(s) of Chicago Zoning Ordinance. If, as a result of any amendment of the Chicago Zoning Ordinance or any action by the City of Chicago, the number of parking spaces in the Garage legally required for operation of the Residential Property is less than the number of the Required Parking Spaces, then the number of the Required Parking Spaces shall be reduced to the number as then required pursuant to any such amendment, or by the City of Chicago, as the case may be.

(b) Parking Tenant agrees that so long as the Parking Lease is in effect, the Required Parking Spaces shall be located in the Garage in such location(s) as may be reasonably determined from time to time by Parking Tenant, subject to and consistent with the provisions of this **Section 3A.3**, and the terms and conditions of the Parking Lease. If, at any time the Parking Lease is not in effect, then Commercial Owner shall have the right to locate the Required Parking Spaces in the Garage in the location as delineated in the Parking Lease and which comprise the Parking Premises, subject to Commercial Owner's right from time to time to relocate the Parking Premises to any other areas of the Garage as from time to time determined by Commercial Owner, but, in all events consistent with the requirements of the Chicago Zoning Ordinance. Notwithstanding anything contained in this **Section 3A.3** to the contrary, Parking Tenant (so long as the Parking Lease remains in effect) and Commercial Owner (during any period in which the Parking Lease is not in effect), as the case may be, shall have the right to charge such tenants and Unit Owners for the use of the Required Parking Spaces at such rates and terms as reasonably determined by Parking Tenant or Commercial Owner, as the case may be, but in no event on terms or rates more costly than the terms and rates then being charged by operators of comparable garages in projects within the geographic area comprising the South Loop Standard. If there is a dispute as to whether parking rates being charged by Parking Tenant or Commercial Owner are consistent with such market rates, such dispute shall be submitted to arbitration pursuant to **Article 11** hereof. The provisions of this Section shall be binding upon any successor to Parking Tenant's interest in the Parking Lease, and, in the event the Parking Lease shall terminate for any reason, upon the Commercial Owner.

ARTICLE 4 STRUCTURAL SUPPORT

4.1. **Structural Safety and Integrity.** No Owner shall do or permit any act which would adversely affect the structural safety or integrity of the Project or any Building.

4.2. **Reduction or Inadequacy of Structural Support.** If for any reason the Structural Supports for any portion of the Building are reduced below the support required to maintain the structural safety or integrity of said portion of the Building, or otherwise becomes inadequate, either of the Owners may request that the Architect or another structural engineer (who shall then act in the capacity of "Architect" under this Article 4) and a contractor (in each case reasonably acceptable to the Owners) shall review, at the request of both or either Owner, the extent of any such reduction or inadequacy, the need for or adequacy of any substitute or additional Structural Supports. The Architect and contractor shall also estimate, if possible, the time reasonably necessary to provide adequate substitute or additional Structural Supports. If there is a dispute as to the correctness of the Architect's report or estimate such dispute shall be submitted to arbitration pursuant to **Article 11** hereof.

4.3. **Construction of Additional Support.** Except in the case in which **Sections 9.3 or 9.4** hereof or **Article 13** is applicable, if substitute or additional Structural Supports are required in any portion of

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the Building in which the Structural Supports have been reduced or made inadequate, then the Owner responsible for such reduction or inadequacy, if the responsible Owner can be determined, shall commence the construction of such substitute or additional Structural Supports within a reasonable time under the circumstances, and having commenced such construction, shall proceed diligently to cause the completion of such construction in accordance with plans and specifications prepared by or approved by the Architect and approved by the other Owner. The Owner responsible for such reduction or inadequacy shall pay all costs and expenses, including the Architect's and any other architectural fees, in connection with construction of the substitute or additional support. If a delay in constructing substitute or additional support would endanger the structural safety or integrity of the Building, then the Owner of the portion of the Building in which the reduction or inadequacy occurred or is occurring shall, upon not less than ten (10) days advance written notice to the other Owner and to Parking Tenant (so long as the Parking Lease is in force) (except that such advance written notice shall not be required in an Emergency Situation, but notice shall be given to Owner and to Parking Tenant as soon as reasonably possible (and in any event within one (1) business day) after it has commenced such work), provide substitute or additional Structural Supports as and wherever required, or the Owners shall jointly undertake to provide substitute or additional Structural Supports; provided, however, the responsible Owner shall be liable for and pay all costs and expenses incurred as a result of the other Owner's provision of any required substitute or additional Structural Supports. The Owners and Parking Tenant shall each attempt in good faith to determine which Owner is responsible for any reduction or inadequacy. If the Owners (or Parking Tenant, as applicable) are unable to so determine which Owner is responsible for such reduction or inadequacy, or if the reduction in Structural Supports results from an act of God, force majeure or ordinary wear and tear, and neither **Sections 9.3 or 9.4** is applicable, and the Owners are unable to determine the manner and extent to which the cost and expenses for providing substitute or additional support should be allocated between the Owners, then either Owner may submit such questions to the Architect for its advice. If, after receiving the Architect's advice, the Owners (or Parking Tenant, as applicable) cannot agree on the sharing of responsibility for such reduction or inadequacy or the allocation of such Costs and expenses between the Owners, then such determination shall be made by arbitration pursuant to **Article 11** hereof.

4.4. **Cure.** In the event that the Owner determined responsible for the reduction or inadequacy of any Structural Supports fails to commence the construction of any necessary substitute or additional support within the reasonable time under the circumstances, or having commenced such construction fails to proceed diligently to its completion, the Creditor Owner, in addition to any other remedies available to the Creditor Owner pursuant to this Agreement, shall have the right to complete the construction of such substitute or additional support at the expense of the Defaulting Owner, and all costs and expenses incurred by the Creditor Owner shall be due from the Defaulting Owner on demand.

4.5. **Sharing of Costs.** If, with respect to any reduction or inadequacy of Structural Supports, the responsible Owner cannot be determined, or if both Owners are responsible, or if the reduction or inadequacy in Structural Supports results from an act of a third party, or an act of God or a force majeure event described in **Article 12** hereof, then the Owners shall share the cost of providing substitute or additional Structural Supports, including any fees of the Architect, in the manner agreed to by the Owners. If the Owners cannot so agree, the Owners shall request the advice of the Architect. If, after receiving the Architect's advice, the Owners cannot agree on the sharing of such costs, then such determination shall be made by arbitration pursuant to **Article 11** hereof. In the event of a conflict between the provisions of this **Article 4** and the provisions of **Article 9**, the provisions of **Article 9** shall control.

4.6. **Third Party Obligations.** Nothing contained in this **Article 4** shall be deemed to limit any rights of either of the Owners against any other Persons or grant to other Persons any rights against the other Owner with respect to matters covered by this Article. Whenever a third party is responsible for any structural reduction or inadequacy the Owners shall cooperate in pursuing any claims and remedies against such third party, including, if necessary, instituting or joining any litigation necessary to recover from such third party, provided the Owners shall be entitled to recover their costs and expenses in connection with such litigation first from any recovery. Any deficiency in recovery shall be allocated between the Owners as provided in **Sections 4.3 and 4.5**.

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4.7. **Conflict with Article 5 or Section 9.1.** To the extent that the terms of this **Article 4** that assign responsibility for providing substitute or additional Structural Supports or allocate the costs of providing such substitute or additional Structural Supports between Owners are in conflict with the provisions of **Article 5** or **Section 9.1** hereof, the terms of this **Article 4** shall govern and control.

ARTICLE 5

SERVICES TO RESIDENTIAL BUILDING OWNER, COMMERCIAL OWNER AND PARKING TENANT

5.1. **Specific Services to Residential Owner.** Commercial Owner shall furnish or cause to be furnished the following services to Residential Owner:

(a) **Loading Dock.** Management and Maintenance of loading docks and appurtenant stairs and areas, including within that area delineated on the Survey as the "West Common Corridor Easement", upon the terms and conditions set forth in **Exhibit 5.1(a)**.

(b) **Shared Freight Elevators.** Management and Maintenance of the Shared Freight Elevators, upon the terms and conditions set forth in **Exhibit 5.1(b)**.

(c) **Street Level Sidewalk Maintenance and Snow Removal.** Management and Maintenance of sidewalk, slab and surfaces, subsurface areas (vaults) and structural supports, upon the terms and conditions set forth in **Exhibit 5.1(c)** of those portions of the sidewalks which adjoin the Building along South Federal Street, West Harrison and West Polk Street, and the alleys adjoining the west side of the Building, such Maintenance to include power washing and snow removal and sweeping. In the event that Residential Owner desires additional exterior Maintenance beyond that provided by Commercial Owner, Residential Owner shall contract for such additional Maintenance at its own expense.

(d) **Fire Pump.** Maintenance of the Building's fire pump, upon the terms and conditions set forth in **Exhibit 5.1(d)**.

(e) Intentionally Omitted.

(f) **City Water.** Distribution of city water from City mains to those lines and circulation pumps located within the Commercial Building to the extent such lines and circulation pumps distribute city water jointly to the Commercial Building and the Residential Building, as more fully described, and, upon the terms and conditions set forth, in **Exhibit 5.1(f)**.

(g) **Roof.** Maintenance of the Roof of the Building, upon the terms and conditions set forth in **Exhibit 5.1(g)**.

(h) **Seepage Pit and Pump.** Maintenance of the seepage pit and pump, upon the terms and conditions set forth in **Exhibit 5.1(h)**.

(i) **Electric Service.** Distribution of electrical service from the electrical vaults provided and maintained by the Utility to the electrical service lines located within the Commercial Building which either distribute electricity jointly to the common areas of the Commercial Building and the Residential Building (exclusive of the Residences) or for general lighting and power for the Building exterior, corridors and hallways and any other areas of the Building (excluding the Residences and common areas within the Commercial Building) to the extent such electrical service is metered directly to Commercial Owner, and Maintenance of all such related equipment and lines to the extent such are located within the Commercial Building, upon the terms and conditions set forth in **Exhibit 5.1(i)**.

(j) **Sanitary Sewers.** Maintenance of sanitary sewers serving the Building, as more fully described, and, upon the terms and conditions set forth in **Exhibit 5.1(j)**.

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(k) **Boilers.** Maintenance of boilers and hot water heaters for use in the first floor laundry rooms in the Residential Building and for heating the Garage, upon the terms and conditions set forth in **Exhibit 5.1(k)**.

(l) **Emergency Power System.** Emergency electrical service upon the terms and conditions set forth in **Exhibit 5.1(l)**. Commercial Owner shall, upon issuance of all necessary permits, cause the installation of the back-up generator described in **Exhibit 5.1(l)**.

(m) **Façade.** Maintenance of the Façade upon the terms and conditions set forth in **Exhibit 5.1(m)**.

5.1A **Specific Services to Parking Tenant.** Provided that no Event of Default is continuing, and the Parking Lease is in force, Commercial Owner shall furnish or cause to be furnished to the Parking Tenant, management and Maintenance of the 620 Freight Elevator in a manner and upon the terms and conditions consistent with Commercial Owner's management and Maintenance obligations pursuant to **Section 5.1(b)** with respect to the management and Maintenance of the Shared Freight Elevators. Provided that no Event of Default is continuing and the Parking Lease is in force, Commercial Owner shall also furnish, or cause to be furnished, to Parking Tenant: (i) the services described in **Sections 5.1(c), (d), (f), (h), (i), (j), (k) and (l)**, but only if, and to the extent, such services are reasonable and necessary for Parking Tenant's use of the Parking Premises pursuant to the Parking Lease.

5.2. **General Services.** Residential Owner shall provide or cause to be provided to Commercial Owner Maintenance of all Facilities (other than Commercial Owned Facilities) in the Residential Building, Maintenance of all areas in the Residential Building with respect to which Commercial Owner has a non-exclusive easement, and Maintenance of the annual plantings with respect to the first floor window boxes and street level planters, and Maintenance of such window boxes and planters. In addition to the services to be provided by Commercial Owner pursuant to **Section 5.1**, Commercial Owner shall provide or cause to be provided to Residential Owner Maintenance of all Facilities (other than Residential Owned Facilities and Residential Exclusive Easement Premises) in the Commercial Building, and Maintenance of all areas in the Commercial Building with respect to which Residential Owner has a non-exclusive easement.

5.3. **Obligation to Furnish Services.** Each Owner shall make a good-faith effort to operate its Facilities and furnish all services as required under this **Article 5** and to perform its respective obligations under **Article 9** in a manner consistent with the manner and level of operation and management at least equal to or better than the South Loop Standard, including, without limitation, employing such persons and/or contracting for such services as may be reasonably necessary. Each Owner shall be obligated to use reasonable diligence in performing the services required of such Owner as set forth in this **Article 5**, but shall not be liable under this **Article 5** for failure, interruption or inadequacy of service or loss or damage to property or injury (including death to any person) or business arising out of such interruption or inadequacy, subject to the rights of the Creditor Owner pursuant to **Section 5.5**. Each such Owner obligated to furnish services hereunder reserves the right to curtail or halt the performance of any service hereunder as may be reasonable under the circumstances at any time upon reasonable advance notice under the circumstances (except in an Emergency Situation) and for a reasonable period of time to perform Maintenance or in an Emergency Situation. In the event the parties later mutually agree that it is beneficial to contract together for such services and proportionately share the costs, the parties shall document the terms of such agreement in writing either by side letter or by amendment to this Agreement. Without in any manner abrogating, limiting or restructuring any of the respective rights and obligations of each Owner pursuant to this Agreement, the Owners agree that, if, and to the extent that, any of the services or Facilities an Owner is required, pursuant to **Section 5.1** and **Section 5.3**, to furnish, or cause to be furnished, to the other Owner relates to, or would otherwise materially affect, Parking Tenant's use of the Parking Premises in accordance with the Parking Lease, then, provided that no Event of Default is then continuing and the Parking Lease is then in force, the Owner that is required to furnish such services or Facilities shall, subject to the terms and conditions of this **Section 5.3**, make a good faith effort to either furnish such services, or cause such services or Facilities to be furnished, to the Garage, for the benefit of the Parking Tenant in a manner consistent with the South Loop Standard for the operation of underground parking garages. Each Owner hereby recognizes, acknowledges and agrees that, so long as no Event of Default is then continuing, and the Parking Lease is then in force, the

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Parking Tenant is intended to be, and is, a direct beneficiary of each Owner's respective obligations set forth in the immediately preceding sentence.

5.4. Payment for Commercial Owner Services.

Residential Owner shall pay Commercial Owner for the services to be provided by Commercial Owner pursuant to **Section 5.1**, and all other charges and fees related to such services, in accordance with the terms and provisions of **Exhibits 5.1(a) through 5.1(m)** and **Exhibit 5.4**.

5.5. Owner's Failure to Perform Services.

(a) If either Owner shall fail to (i) perform the services required to be performed by it as required by the terms and conditions of this **Section 5** or **9.1** or **9.2** of this Agreement (except when such failure is caused by the other Owner or by Unavoidable Delay or except when the Owner is entitled to discontinue such service pursuant to **Section 5.3** hereof) or (ii) perform its obligations under **Article 9**, and such failure shall continue for a period of ten (10) days after written notice thereof to the Defaulting Owner, the Creditor Owner shall have the right to perform the same until such time as the Defaulting Owner cures its failure to perform. Such notice shall not be required in an Emergency Situation. The Defaulting Owner shall reimburse the Creditor Owner upon demand for its reasonable costs in curing such failure.

(b) Without in any manner abrogating, limiting or restricting any of the respective rights and obligations of each Owner pursuant to this Agreement, the Owners agree that if an Owner fails to construct any substitute or additional Structural Supports which such Owner is obligated to construct pursuant to **Section 4.3**, or an Owner fails to operate its Facilities or furnish any of the services which such Owner is obligated to furnish pursuant to this **Article 5** (or, in the case of Commercial Owner, which Commercial Owner is required to furnish for the benefit of the Parking Tenant under the Parking Lease), and, as a result of such failure by such Owner, Parking Tenant's ability to operate the Parking Premises pursuant to, and in the manner as contemplated by, the Parking Lease is materially impaired, and such condition is not cured by such Owner within sixty (60) days after Parking Tenant gives written notice to each of the Owners describing in reasonable detail the nature of such failure, then, in addition to any rights which Parking Tenant may have pursuant to the Parking Lease, such Owner shall be deemed to be a Defaulting Owner, and if the other Owner does not exercise such self-help rights or any other rights or remedies available to the other Owner as a Creditor Owner pursuant to this Agreement or otherwise prior to the expiration of such sixty (60)-day period, then, provided that no Event of Default is then continuing and the Parking Lease is then in force, Parking Tenant shall have the right as a Creditor Owner to construct such substitute or additional Structural Support or perform such services, as the case may be, or take any such actions as may be reasonably necessary to effectuate any necessary repairs and restoration of Defaulting Owner's Facilities and to take such other reasonable actions to construct such substitute or additional Structural Support or reinstate such services and Facilities as may be required for such operation of the Parking Premises, and, in such event, Parking Tenant shall have a nonexclusive easement in and to those areas of the Commercial Property and the Residential Property as may be necessary for Parking Tenant to effectuate such work; provided, however, in performing any such work, Parking Tenant shall be deemed to be an "Altering Owner", and, as such, shall be subject to the terms and conditions pursuant to **Article 14** and to any and all other restrictions and requirements under this Agreement applicable to the performance of such work. Parking Tenant, in exercising such self-help remedies to so construct such substitute or additional Structural Support or repair and restore the Facilities and reinstate such services to the Garage, as the case may be, shall comply with any and all of the requirements of this Agreement, including obtaining all necessary insurance coverages and complying with the insurance requirements of this Agreement, to the same extent as the non-Defaulting Owner would have been obligated to comply had the non-Defaulting Owner directly exercised such self-help remedies; provided, however, if and to the extent that, Parking Tenant is obligated pursuant to the Parking Lease to pay the costs of any such construction or services or for the repair or restoration of any Facilities, as the case may be, then the reimbursement of Parking Tenant by Defaulting Owner (provided that Commercial Owner is the Defaulting Owner) shall be reduced by the amount Parking Tenant is so obligated to pay, pursuant to the Parking Lease, and Parking Tenant shall remain liable to Commercial Owner for such payments in accordance with the Parking Lease. Any and all reasonable costs expended by Parking Tenant in exercising any such self-help

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remedies pursuant to this **Section 5.5** must be evidenced by lien waivers, invoices, billing statements and cancelled checks in order to qualify for reimbursement to Parking Tenant.

(c) If a dispute exists as to whether the Defaulting Owner has failed to perform, then such dispute will constitute an Arbitrable Dispute which may be submitted to arbitration under **Article 11** if not resolved within ten (10) days after the dispute arises. Failure to submit the matter to arbitration shall not vitiate the respective rights of Creditor Owner and Parking Tenant under **Section 5.5(a) and (b)**.

5.6. **Discontinuance of Services**. If, at any time, a Defaulting Owner fails to pay a Creditor Owner any sum of money payable to the Creditor Owner pursuant to the provisions of **Article 4** or **Article 5** within ten (10) days after receipt of written notice from the Creditor Owner demanding payment of said sum of money, then, in addition to any other rights or remedies the Creditor Owner may have, the Creditor Owner may discontinue furnishing the services for which payment has not been received until said sum of money is paid; provided, however, that if the Defaulting Owner in good faith disputes the Defaulting Owner's obligation to pay said sum of money and diligently contests any action or proceeding brought to collect said sum of money or to enforce any lien therefor, or brings an action or initiates an arbitration proceeding (where permitted or provided for under **Article 11**) to determine the respective rights of the parties to such dispute and diligently prosecutes the same, then the Creditor Owner may not discontinue furnishing any such services unless and until it shall finally be determined by arbitration in accordance with **Article 11** hereof or a final non-appealable order of a court of competent jurisdiction that the Defaulting Owner is obligated to pay said sum of money and thereafter said sum of money remains unpaid, and further provided, however, that the Creditor Owner may not discontinue any such services if such discontinuance would (i) cause an Emergency Situation or hinder steps to remedy an existing Emergency Situation; or (ii) so long as an Event of Default is not then continuing and the Parking Lease is then in force, materially impair Parking Tenant's ability to operate the Parking Premises pursuant to, and in the manner as contemplated by, the Parking Lease. Notwithstanding that there may be a dispute as to the amount owed, an Owner shall nevertheless continue making payments as required under this **Article 5** and **Exhibit 5.4** until the costs are reallocated or such dispute is resolved, at which time the Owner who has received such payments shall refund any overpayment or pay any deficiency, as applicable.

5.7. **Intentionally Omitted**

5.8. **Replacement of Facilities**. An Owner obligated to perform Maintenance of Facilities may (i) in replacing Facilities, replace such Facilities with Facilities substantially equivalent or better, providing substantially the same quality of service or better, and (ii) with respect to obsolete Facilities which exclusively service such Owner's Parcel, remove such obsolete Facilities without replacement.

5.9. Intentionally Omitted.

5.10. **City Licenses, Permits and Assessments**. Each of Commercial Owner and Residential Owner shall be responsible, at its sole expense, for obtaining and maintaining in full force and effect all licenses, permits and assessments necessary for the operation of its respective Parcel. Any license, permit or assessment which applies to the entire Building shall be obtained and maintained in full force and effect by Commercial Owner. Unless otherwise provided in any of the Exhibits attached to and made part of this Agreement, Residential Owner shall be responsible for 69.11%, and Commercial Owner shall be responsible for 30.89%, of the cost of any license, permit or assessment which applies to the entire Building. This **Section 5.10** is intended to also apply to permits and inspections that are a part of normal building operations. Notwithstanding anything contained in the immediately preceding sentence to the contrary: (i) the cost of all permits, licenses and inspections with respect to the Vestibules described in **Recital E** shall be allocated to and paid by Residential Owner based upon the respective Section of the Building or Annex, as the case may be, to which the subject Vestibule is attached; and (ii) the cost of all permits, licenses and inspections with respect to all Canopies shall be paid by Residential Owner.

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ARTICLE 6 INDEMNIFICATIONS; LIENS; COMPLIANCE WITH LAWS; ZONING AND USE

6.1. Indemnity by Owners.

(a) Each Owner (hereinafter in this **Section 6.1**, the "**Indemnifying Owner**") covenants and agrees, at its sole cost and expense, to indemnify, defend and hold harmless the other Owner, its members, partners, agents and their respective officers, directors and employees (hereinafter in this **Section 6.1**, the "**Indemnitee**") from and against any and all claims, including any actions or proceedings, against Indemnitee, for losses, liabilities, damages, judgments, costs and expenses by or on behalf of any person, firm, corporation or governmental authority, other than the Indemnitee: (i) arising from the Indemnifying Owner's use, possession or management of the Indemnifying Owner's portion of the Building or Project Site or Owned Facilities or activities therein; (ii) arising out of the Indemnifying Owner's use, exercise or enjoyment of an Easement or Facility (including without limitation, in the case of Residential Owner, Residential Owner's use of the Residential Exclusive Easement Premises); or (iii) arising out of the Indemnifying Owner's violation of or default under the Private Alley Easement Agreement as a result of the Indemnifying Owner's acts or omissions or as a result of matters occurring on or within the Indemnifying Owner's Parcel (and, if the Indemnifying Owner is Residential Owner, the Residential Exclusive Easement Premises) (not caused by the Indemnitee) and from and against all costs, attorneys' fees, expenses and liabilities incurred with respect to any such claim, action or proceeding arising therefrom.

(b) An Indemnifying Owner's obligation to the other Owner pursuant to this **Section 6.1** is specifically conditioned upon (i) the Indemnitee notifying the Indemnifying Owner in writing, within a reasonable period of time after it becomes aware of the occurrence of any fact, circumstance, condition or occurrence that is reasonably likely to give rise to a matter falling within the scope of an indemnity under this **Section 6.1**; and (ii) the Indemnitee not taking (or failing to take) any steps (such as an admission of liability in any form) that would adversely affect the Indemnifying Owner's defense of such claim or its obtaining coverage for the claim under any applicable insurance policies or that might otherwise prevent the Indemnifying Owner from protecting itself. The Indemnifying Owner shall have the right to conduct and control the defense of any matter for which it is providing indemnification by counsel it selects, which counsel shall be subject to the reasonable approval of the Indemnitee. The Indemnitee shall cooperate fully in the defense of the claim and shall provide access to all information, documents and witnesses pertinent to the claim that are under its control. The Indemnifying Owner shall have the right, in its sole discretion, to compromise, settle or otherwise dispose of any claim for which it has accepted and is providing indemnification pursuant to this Agreement; provided that (i) said settlement does not obligate the Indemnitee to do or refrain from doing anything, other than making a lump-sum monetary payment to the plaintiffs (which payment shall be made on behalf of the Indemnitee by, and at the sole cost and expense of, the Indemnifying Owner), and entering into a mutual release with plaintiffs, which instrument shall be subject to the Indemnitee's review and approval and shall not require the Indemnitee to make any admission of wrongdoing or fault; (ii) said settlement will not be a matter of public record and the fact of said settlement will not tend to prejudice the conduct of other matters in which the Indemnitee is or may be a defendant; and (iii) the Indemnifying Owner provides the Indemnitee with evidence satisfactory to the Indemnitee that the Indemnifying Owner possesses sufficient funds to fully pay for any such settlement; provided, however, that the Indemnitee shall be informed of all settlement offers and be given a reasonable opportunity to comment on same. Any counsel for the insurance company providing insurance as required under this Agreement against such claim, action or proceeding shall be presumed reasonably satisfactory to Indemnitee.

6.1A Indemnity by Parking Tenant. Parking Tenant covenants and agrees, at its sole cost and expense, to indemnify, defend and hold harmless the Owners, and each of them, and their respective members, partners, agents and their respective officers, directors and employees (hereinafter jointly and severally in this **Section 6.1A**, the "Owner Indemnitee") from and against any and all claims, including any actions or proceedings, against the Owner Indemnitee, for losses, liabilities, damages, judgments, costs and expenses by or on behalf of any person, firm, corporation or governmental authority, other than the Owner Indemnitee; (i) arising from Parking Tenant's use, possession or management of the Parking Premises or any other portion of the Garage; or (ii) arising out of Parking Tenant's use, exercise or enjoyment of an Easement

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or Facility, and from and against all costs, attorneys' fees expenses and liabilities incurred with respect to any such claim, action or proceeding arising therefrom.

Parking Tenant's obligation to each Owner Indemnitee pursuant to this **Section 6.1A** is specifically conditioned upon (i) the Owner Indemnitee notifying Parking Tenant in writing, within a reasonable period of time after it becomes aware of the occurrence of any fact, circumstance, condition or occurrence that is reasonably likely to give rise to a matter falling within the scope of an indemnity under this **Section 6.1A**, and (ii) the Owner Indemnitee not taking (or failing to take) any steps (such as an admission of liability in any form) that would adversely affect Parking Tenant's defense of such claim or its obtaining coverage for the claim under any applicable insurance policies or that might otherwise prevent Parking Tenant from protecting itself. The Owner Indemnitee shall cooperate fully in the defense of the claim and shall provide access to all information, documents and witnesses pertinent to the claim that are under its control. Parking Tenant shall have the right, in its sole discretion, to compromise, settle or otherwise dispose of any claim for which it has accepted and is providing indemnification pursuant to this Agreement; provided that (i) said settlement does not obligate the Owner Indemnitee to do or refrain from doing anything, other than making a lump-sum monetary payment to the plaintiffs (which payment shall be made on behalf of the Owner Indemnitee by, and at the sole cost and expense of Parking Tenant), and entering into a mutual release with plaintiffs, which instrument shall be subject to the Owner Indemnitee's review and approval and shall not require the Owner Indemnitee to make any admission of wrongdoing or fault; (ii) said settlement will not be a matter of public record and the fact of said settlement will not tend to prejudice the conduct of other matters in which the Owner Indemnitee is or may be a defendant; and (iii) the Parking Tenant provides the Owner Indemnitee with evidence satisfactory to the Owner Indemnitee that Parking Tenant possesses sufficient funds to fully pay for any such settlement; provided, however, that the Owner Indemnitee shall be informed of all settlement offers and be given a reasonable opportunity to comment on same. Any counsel for the insurance company providing insurance as required under this Agreement against any such claim, action or proceeding shall be presumed reasonable satisfactory to the Owner Indemnitee.

6.2. **Liens.** Each Owner ("Liening Owner") shall remove, within thirty (30) days after the filing thereof, any mechanics', materialmen's or any other like lien (but not liens arising under **Article 10** hereof) arising by reason of its act or acts of its agents and contractors or any work or materials which it or its agents or contractors has ordered: (i) on the other Owner's portion of the Building or Project Site or Owned Facilities, or (ii) on its own portion of the Building or Project Site or Owned Facilities, if the existence or foreclosure of such lien on its own portion of the Building or Project Site or Owned Facilities would adversely affect any Easement benefiting the other Owner or services to be furnished the other Owner pursuant to **Article 5** hereof (such other Owner in (i) or (ii) being hereinafter referred to as the "Impacted Owner"). The Liening Owner shall not be required to remove such lien within thirty (30) days after its filing if, within said thirty (30) day period: (x) such lien cannot be foreclosed; and (y) the Liening Owner (1) shall in good faith diligently proceed to contest the same by appropriate proceedings and shall give written notice to the Impacted Owner of its intention to contest the validity or amount of such lien and (2) shall deliver to the Impacted Owner either, at the Impacted Owner's option (A) cash or a surety bond from a responsible surety company acceptable to the Impacted Owner in an amount and form satisfactory to induce the title insurance company which insures title to the Building to insure over such liens or to reissue or update its existing title insurance policy without showing any title exception by reason of such liens, or such greater amount as may reasonably be required by the Impacted Owner to assure payment in full of the amount claimed plus all penalties, interest and costs which may thereafter accrue by reason of such lien claim or (B) other security or indemnity reasonably acceptable to the Impacted Owner's title insurance company and the Impacted Owner. In any case, the Liening Owner must remove or release such lien prior to its foreclosure. In the event the Liening Owner fails to comply with the foregoing provisions of this **Section 6.2**, thereby becoming a Defaulting Owner, the Impacted Owner thereby becoming the Creditor Owner, may upon ten (10) days prior written notice, take such action as the Creditor Owner may deem necessary to defend against or remove such lien. The Creditor Owner shall be entitled to reimbursement from the Defaulting Owner for all costs and expenses (including reasonable attorney's fees) paid or incurred by the Creditor Owner in defending against, removing or attempting to remove or defend against such lien and may use any security delivered to the Creditor Owner for such purposes.

6.3. **Compliance With Laws.** Commercial Owner and Residential Owner:

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(i) shall each comply with all Laws, if noncompliance by such Owner with respect to its portion of the Property or any part thereof or Owned Facilities or areas for which such Owner has been granted an exclusive easement would (A) subject the other Owner to civil or criminal liability, or (B) jeopardize the issuance of a building permit, or (C) jeopardize the full force or effect of any building permit or certificate of occupancy issued to the other Owner or for the Building itself, or (D) jeopardize the other Owner's right to occupy or utilize beneficially its respective portion of the Property or any part thereof or its Owned Facilities, or (E) result in the imposition of a lien against any of the property of the other Owner; and

(ii) shall each comply with all rules, regulations and requirements of any insurance rating bureau having jurisdiction of the Property or any portion thereof or the requirements of any insurance coverage on the other Owner's portion of the Property or Owned Facilities if noncompliance by it with respect to its respective portion of the Property or any portion thereof or its Owned Facilities would (A) increase the premiums of any policy of insurance maintained by any other Owner or the premiums of any policy of insurance maintained by all Owners (unless the non-complying Owner pays all such increases), or (B) render any other Owner's portion of the Property or Owned Facilities uninsurable, or (C) create a valid defense to the other Owner's right to collect insurance proceeds under policies insuring the other Owner's portion of the Property or Owned Facilities;

provided, however, that to the extent compliance pursuant to clauses (i) and (ii) is hereafter required of an Owner solely because of the nature of the use, possession and management of or activities in the other Owner's portion of the Property or such other Owner's Owned Facilities (including without limitation, compliance with the ADA), then such other Owner shall be liable for the reasonable costs and expense of such compliance. If at any time an Owner so obligated to comply shall not proceed diligently with any such compliance, and such failure to proceed shall adversely and materially affect the other Owner, then the Creditor Owner may give written notice to the Defaulting Owner specifying the respect or respects in which the cure of such noncompliance is not proceeding diligently and, if upon expiration of ten (10) days after the receipt of such notice, any such cure of the noncompliance is still not proceeding diligently, then the Creditor Owner may cause such compliance to occur by taking all appropriate steps to carry out the same. The Creditor Owner shall be entitled to reimbursement upon demand from the Defaulting Owner for all costs and expenses incurred by the Creditor Owner in connection with causing any such compliance to occur, except to the extent such Creditor Owner is liable for the cost and expense of compliance, as provided herein.

6.4. Zoning; Use.

(a) Without limiting the provisions of **Section 6.3**, neither Residential Owner nor Commercial Owner shall:

- (i) make any Alterations,
- (ii) allow any use of their respective portions of the Building, or
- (iii) take or fail to take any action,

which (A) would violate the provisions of the applicable zoning codes, as said provisions may be amended from time to time, or (B) with respect to Commercial Owner taking any of the actions described in clauses (i), (ii) or (iii) of this **Section 6.4(a)**, would cause Residential Owner to violate the parking requirements necessary for Residential Owner to remain in compliance with the then applicable Chicago Zoning Ordinance.

(b) The Commercial Parcel and Residential Parcel shall be deemed to constitute one zoning lot for the purposes of complying with applicable zoning codes, except to the extent permitted in **Section 6.4(d)**.

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(c) The gross floor area (as determined in accordance with applicable zoning codes) of the improvements on the Residential Parcel shall not exceed the square footage contained in the Residential Parcel on the date on which this Agreement is recorded with the Recorder's Office.

(d) No Owner shall apply for or seek to obtain any variation in the zoning applicable to the Project Site without the prior written consent of the other Owner, which consent shall not be unreasonably withheld or delayed, provided such requested variations to the zoning (i) conform to the restrictions contained in **Sections 6.4(a) and (c)**, (ii) with respect to any such application or submittal by Residential Owner, would not require the number of Required Parking Spaces to be increased over the number required under the Chicago Zoning Ordinance as of the date this Agreement is recorded with the Recorder's Office, (iii) with respect to any such application or submittal by Commercial Owner, would not result in Residential Owner violating any parking requirements necessary for the Residential Property to remain in compliance with the then applicable section(s) of the Chicago Zoning Ordinance, and (iv) otherwise do not adversely affect the other Owner. So long as no Event of Default is continuing and the Parking Lease is in force, Commercial Owner shall not apply for, or seek to obtain, any variation in the zoning applicable to the Commercial Building, inclusive of the Garage, if the effect of any such variation would adversely affect the ability of Parking Tenant to use and operate the Parking Premises pursuant to the Parking Lease. Notwithstanding anything contained in this **Section 6.4** to the contrary, Commercial Owner shall have the right to seek to obtain a variation in the zoning applicable to the Commercial Parcel and the Commercial Building, or either of them, or any part thereof, or seek the right to increase the gross floor area of the improvements which may be constructed within the Commercial Parcel and within the air space above the Commercial Building or apply for a separate zoning lot, so long as such variations to the zoning or such separation of the zoning lot do not change the permitted uses of the Residential Parcel and/or the Residential Building, or either of them, or any part thereof, under the zoning applicable to the Residential Parcel on the date on which this Agreement is recorded in the Recorder's Office, or materially adversely affect the use, visibility or sightlines by any of the Unit Owners of the Residential Building.

(e) Each Owner shall execute such applications or other instruments as may be necessary to obtain any zoning variation or amendment permitted pursuant to, and to the extent not prohibited by, the provisions of this **Section 6.4** and not prohibited by Law; provided, however, the Owner requesting such zoning variation or amendment shall indemnify and hold harmless the other Owner from and against any and all loss, liability, claims, judgments, costs and expenses arising out of the other Owner's execution of such applications or other instruments.

(f) The Residential Parcel shall be used solely for the operation of a residential apartment or residential condominium complex consistent with the South Loop Standard, and for accessory uses.

(g) Subject to the immediately succeeding sentence, the Commercial Parcel may be used for commercial, retail and office use, including, but not limited to, the operation and use of the Telecommunication Equipment and the provision of telecommunication services, the operation of a residential apartment or residential condominium, a parking garage (with respect to the Garage only), or for any other legal use. Notwithstanding anything contained in this **Section 6.4** to the contrary, in no event shall the Commercial Parcel be used for any Prohibited Uses without the prior written consent of Residential Owner, which consent Residential Owner may grant or withhold in Residential Owner's sole and absolute discretion; provided, however, in no event shall Commercial Owner be deemed in default pursuant to this **Section 6.4(g)** if any portion of the Commercial Property is used for any of the Prohibited Uses by any tenant, subtenant or other occupant of the Commercial Property or any portion thereof in accordance with any lease or license agreement in effect on the date this Agreement is recorded in the Recorder's Office, or pursuant to any subsequent amendment or extension of any such lease or license agreement.

(h) In addition to the specific restrictions set forth in clauses (f) and (g) above, but subject to Commercial Owner's rights set forth in clause (d) above, neither Owner shall use its Parcel for any use which conflicts with or is in violation of the use restrictions set forth in the zoning codes applicable to the Residential Parcel on the date on which this Agreement is recorded in the Recorder's Office. Each Owner shall also use its reasonable efforts, in either event, consistent with applicable Laws, to prevent:

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- (i) The installation in its Parcel of any amplifiers or similar devices, or the use in or about its Building of any advertising medium which may be heard or experienced outside such Building, such as, flashing lights, spot lights, loud speakers, phonographs or radio broadcasts;
- (ii) The burning of any papers, trash or garbage of any kind on its Parcel;
- (iii) The use of any portion or portions of its Parcel for the purposes of loading or unloading any truck or other delivery vehicle, except in the Loading Docks (as defined in **Exhibit 5.1(a)**);
- (iv) The distribution, within the common or public areas, of any printed or handwritten, papers or materials (including magazines and newspapers) of any kind or character within the Project unless and except as reasonably approved by the other Owner. The foregoing restriction is not intended to apply to any material sold by an Owner or Permittee of the Project within its premises, nor to any information distributed by an Owner or Permittee of the Project within its premises in connection with the conduct of the business of such Owner or Permittee;
- (v) The use of perimeter sidewalks for the sale or display of any merchandise or for any other business, occupation or undertaking;
- (vi) Any public or private nuisance;
- (vii) Any obnoxious odor;
- (viii) The use, manufacture, storage or handling of any hazardous material or noxious, toxic, caustic or corrosive fuel or gas; provided, however, that, with respect to the conduct of any businesses in the Commercial Building, the tenant or occupants thereof shall have the right to use any such materials or substances as are customarily used in such business, so long as the use and disposal thereof complies with all applicable Laws;
- (ix) Any activity that creates any dust, dirt or fly ash in excessive quantities; and
- (x) Any unusual fire, explosion or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks.

6.5. **Private Alley Easement Agreement.** Commercial Owner and Residential Owner each agree that they will not cause or permit any default to occur under the Private Alley Easement Agreement as a result of such Owner's acts or omissions or as a result of matters or occurrences within or relating to such Owner's Parcel. Each Owner shall use (to the extent it possesses rights to use) the Private Alley Easement Areas in a manner which complies with the Private Alley Easement Agreement. Each Owner shall promptly notify the other Owner upon becoming aware of the existence of a default under the Easement Agreement and shall deliver to the other Owner copies of all notices of default from the City of Chicago or from any other public authority or any other Person, with respect to the Easement Agreement or the Private Alley Easement Areas. No Owner shall seek to amend, modify or terminate the Private Alley Easement Agreement without the prior written consent of the other Owner and its Mortgagee.

ARTICLE 7 REAL ESTATE TAXES

7.1. **Separate Assessment.** The Owners, as soon as legally possible, shall file, and shall cooperate with each other for the filing of, a tax division petition with the Assessor of Cook County Illinois (the "Assessor") to obtain separate real estate tax identification numbers and real estate tax bills for (i) the Residential Property, as a group of one or more separate parcels of real estate, separate and apart from the Commercial Property, and (ii) the Commercial Property as a group of one or more separate parcels of real estate, separate and apart from the Residential Property. Commercial Owner shall initiate the filing for the tax

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division, and shall engage such counsel and other consultants as Commercial Owner may reasonably select, subject to Residential Owner's prior approval of such selections, such approval not to be unreasonably withheld or delayed. Residential Owner shall have no obligation to contribute to the fees and other costs of such counsel and other consultants. When separate real estate tax bills are received, Commercial Owner shall pay the Real Estate Taxes levied solely upon the Commercial Property, and Residential Owner shall pay the Real Estate Taxes levied solely upon the Residential Property. In the event that all or any portion of the Property is subject to the provisions of the Act, each Unit Owner shall pay the Real Estate Taxes levied upon its Unit Ownership.

7.2. **Failure to Pay Taxes.** If a Defaulting Owner shall fail to pay any Real Estate Taxes or other charge, or share thereof which is due and which such Defaulting Owner is obligated to pay pursuant to this **Article 7**, and if such unpaid Real Estate Taxes or charge is a lien or encumbrance on any portion of the Building or Project Site owned by the other Owner, and any lawful authority would thereafter have the right to sell or otherwise foreclose against any portion of the Building or Project Site owned by the other Owner or to impair or extinguish any Easement benefiting the other Owner by reason of such nonpayment, then the Creditor Owner may, after ten (10) days written notice to the Defaulting Owner, pay such tax or charge, or share thereof, together with any interest and penalties thereon, and the Defaulting Owner shall, upon demand, reimburse the Creditor Owners for the amount of such payment, including the amount of any interest or penalty amounts that accrued thereon.

7.3. **No Separate Bill or Assessment.** Until such time as there is a separate tax bill for the Residential Property and the Commercial Property, Real Estate Taxes shall be calculated and allocated as follows: (i) 45.09% of the Real Estate Taxes payable from and after the date this Agreement is recorded in the Recorder's Office (regardless of the fiscal year of the subject taxing authority, or the year for which such Real Estate Taxes were assessed or levied) shall be allocated to the Residential Property (the "**Residential Tax Share**"), and (ii) 54.91% of such Real Estate Taxes shall be allocated to the Commercial Property (the "**Commercial Tax Share**"). Until such time as separate tax bills for the Residential Property and the Commercial Property are issued, Commercial Owner shall provide Residential Owner with copies of all assessment notices and tax bills which are applicable to the Project Site. If an Owner attempts to reduce the assessment for the total Project or takes other action to reduce taxes on the total Project prior to the separate assessment of the Residential Property and the Commercial Property, the other Owner shall use commercially reasonable efforts to cooperate in such attempt, and each Owner shall share in the costs incurred in connection therewith in proportion to its above-referenced Share of the Real Estate Taxes to the extent of the refund or reduction received or as otherwise agreed to by such Owner prior to such costs being incurred. Any assessment reduction, tax refund or benefit received as a result of such action shall be apportioned between the Owners in accordance with their respective shares of the Real Estate Taxes as provided above.

7.4. **Estimated Payments.** Notwithstanding anything contained in this **Article 7** to the contrary, until the Residential Property and the Commercial Property are separately assessed and taxed for Real Estate Taxes, Commercial Owner, promptly after the date on which this Agreement is recorded in the Recorder's Office, shall establish the Tax Escrow Account with the Escrowee. Thereafter, Commercial Owner and Residential Owner shall each pay into the Tax Escrow Account an amount equal to their respective Tax Shares of such Real Estate Taxes in the manner described in this **Section 7.4**. Beginning on or about the date this Agreement is recorded in the Recorder's Office and during the period thereafter until the Residential Property and the Commercial Property are so separately assessed and taxed, Commercial Owner shall make reasonable estimates, forecasts or projections (the "Tax Projection") of the amounts which Commercial Owner and Residential Owner shall each owe as and for their respective Tax Shares for Real Estate Taxes for any full or partial calendar year. Commercial Owner and Residential Owner shall each pay into the Tax Escrow Account on or before the first day of each calendar month an amount equal to one-twelfth (1/12th) of their respective Tax Shares for Real Estate Taxes based upon the then applicable Tax Projection. The failure of Commercial Owner to provide a Tax Projection for any particular calendar year shall not relieve Commercial Owner and Residential Owner from their respective obligations to continue to pay such monthly amounts as and for their respective Tax Shares for Real Estate Taxes, based upon the then most recent Tax Projection, until Commercial Owner delivers an updated Tax Projection for the subject full or partial calendar year. If an Owner's Mortgagee so requires, then Commercial Owner shall cause such Owner's Mortgagee to

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be added as a party to the agreement establishing the Tax Escrow Account; provided, however, in no event shall an Owner's Mortgagee have a lien on, or any right to withdraw, any of the funds deposited in the Tax Escrow Account. On or about April 1 following the end of each calendar year, or at such time as Commercial Owner shall be able to determine the actual amount of Real Estate Taxes for the calendar year last ended, Commercial Owner shall notify Residential Owner (and Residential Owner's Mortgagee if it has been added as a party to the Tax Escrow Account as provided in the immediately preceding sentence) in writing of such actual amounts. If such actual amount exceeds the Tax Projection for such calendar year, then Commercial Owner and/or Residential Owner (as applicable), within ten (10) days after the date of such written notice to Residential Owner by Commercial Owner, shall each pay into the Tax Escrow Account an amount equal to the excess of their respective Tax Share of Real Estate Taxes payable for the calendar year last ended based upon its actual Tax Share of Real Estate Taxes for such year over the total payments made by it as and for its Tax Share of Real Estate Taxes during such calendar year. If the total payments by Commercial Owner and/or Residential Owner (as applicable) as and for its Tax Share of Real Estate Taxes during such calendar year exceeds the amounts thereof payable for such year based upon the actual Real Estate Taxes and the respective Tax Share of Real Estate Taxes for such calendar year, then such excess shall be credited to the respective installments of monthly payments payable by Residential Owner and/or Commercial Owner, as applicable, as and for its Tax Share of Real Estate Taxes payable after the date of Commercial Owner's notice until such excess has been exhausted, or, alternatively, Commercial Owner shall direct the Escrowee to refund such overpayment to Commercial Owner and/or Residential Owner (as applicable) to the extent such overpayments have not been so credited. Until the Residential Property and Commercial Property are separately assessed and taxed for Real Estate Taxes, Commercial Owner shall deliver to the Escrowee, prior to the imposition of any interest or penalties, copies of all tax bills for Real Estate Taxes which are then due and payable, and shall direct the Escrowee to timely disburse from the Tax Escrow Account such funds necessary to pay such tax bills to the appropriate taxing authority prior to delinquency. Commercial Owner shall direct Escrowee to deliver to Residential Owner (and to Residential Owner's Mortgagee if it has been added as a party to the Tax Escrow Account as provided in the immediately preceding sentence) reasonable evidence (e.g., tax receipts, cancelled checks) evidencing that the Commercial Tax Share and the Residential Tax Share have each been paid prior to the imposition of any interest or penalties. If any dispute arises out of this **Section 7.4** and is not resolved within ten (10) days after written notice thereof from one Owner to the other, then such dispute shall constitute an Arbitrable Dispute which may be submitted to Arbitration pursuant to **Article 11**; provided, however, in no event shall Residential Owner's obligation to pay a Residential Owner's Tax Share in accordance with the **Section 7.4** or **Exhibit 5.4** be excused or postponed pending the resolution of such dispute.

7.5. **Residential Owner's Mortgagee.** Notwithstanding the foregoing, if required by Residential Owner's Mortgagee, Residential Owner shall have the right to pay such monthly tax escrow amounts into a tax escrow account maintained by Residential Owner's Mortgagee, so long as Residential Owner's Mortgagee is an Institutional Lender and has entered into an agreement with Escrowee pursuant to which Residential Owner's Mortgagee agrees to disburse the escrowed funds which Residential Owner deposited with Residential Owner's Mortgagee pursuant to Section 7.4 (and then are being held by Residential Owner's Mortgagee) into the Tax Escrow Account within seven (7) days after the date on which Residential Owner's Mortgagee receives notice (with a copy of the subject tax bill) of the amount of the next installment of Real Estate Taxes which is due, to the extent necessary to pay the Residential Owner's Tax Share. Residential Owner shall promptly give Residential Owner's Mortgagee a copy of such tax bill.

ARTICLE 8 INSURANCE

8.1. **Insurance Required.** Residential Owner and Commercial Owner shall procure and maintain the following insurance:

(a) **Real and Personal Property.** Residential Owner shall keep the Residential Building, the Residential Exclusive Easement Premises and the Residential Owned Facilities owned and used in the operation of the Residences insured for no less than the perils insured under the ISO special causes of loss form (CP 10 03 or equivalent), which provides "all risk" or "special form" coverage, with a limit of liability at one hundred percent (100%) of the full replacement cost thereof. Commercial Owner shall keep the

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Commercial Building (exclusive of the Residential Exclusive Easement Premises), and Commercial Owned Facilities owned and used in the operation of the Commercial Building insured for no less than the perils insured under the ISO special causes of loss form (CP 10 03 or equivalent), which provides "all risk" or "special form" coverage, with a limit of liability at one hundred percent (100%) of the full replacement cost thereof. Each Owner shall separately insure using the ISO special causes of loss form (CP 10 03 or equivalent) its loss of rental income or use caused by business interruption or extra expense incurred to reduce such loss of income, in such amounts and with such deductibles as may be consistent with the South Loop Standard, and shall pay all premiums for such coverage; provided, however, Residential Owner shall not be obligated to carry such coverage during any time the Residential Property is subject to the Act. Replacement cost shall be determined annually by an independent appraiser chosen by Commercial Owner or by a method acceptable to the insurance company providing such coverages. Such policies shall be endorsed with a replacement coverage endorsement and an agreed amount clause (waiving any applicable co-insurance clause) in accordance with such determination or appraisal.

(b) Commercial General Liability (CGL) and Umbrella Liability Insurance. Commercial Owner and Residential Owner shall each purchase and maintain commercial general liability insurance with broad form coverage endorsements covering claims and liability arising from premises, operations, independent contractors, personal injury, advertising injury, products-completed operations and contractual liability (including the tort liability of another assumed in a business contract) on an occurrence basis of its portion of the Building i.e. (x) the Residential Building, the Residential Exclusive Easement Premises and the Residential Owned Facilities, in the case of Residential Owner, and (y) the Commercial Building and the Commercial Owned Facilities in the case of Commercial Owner. The coverages required by this paragraph (b) shall not be less than \$1,000,000 combined single limit for personal and bodily injury or property, and with an amount of not less than \$25,000,000 of umbrella coverage.

(c) Commercial Automobile Coverage. When any motor vehicles, including owned, hired and non-owned automobiles, are used in connection with the Residential Building or the Commercial Building, Residential Owner or Commercial Owner, as the case may be, shall purchase and maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$5,000,000 each accident.

(d) Boiler and Machinery. Commercial Owner and Residential Owner shall separately insure their respective boiler and machinery risks, on a comprehensive, blanket basis covering all Building equipment, machinery and apparatus consisting of, but not limited to, boilers, heating apparatus, fired and unfired pressure vessels, air conditioning equipment, miscellaneous electrical apparatus and their appurtenant equipment on a repair or replacement basis for not less than \$25,000,000 limit each accident, and also providing coverage as to each Owner in accordance with its own needs, for loss of rental income or use caused by business interruption or extra expense incurred to reduce such loss of income.

(e) Builder's Risk. Each Owner shall carry or shall cause its contractors to carry "all risk" builder's risk insurance for not less than the completed value of the work then being performed by such Owner or Owners under **Article 4, Section 9.3** or **Section 9.4** or for any Alterations which require the other Owner's consent under **Section 14.1**. Such insurance shall include coverage for items stored off-site and items in transit for an amount sufficient to cover fully any loss. Loss of rental income or use and "soft costs" occurring during the period covered by builder's risk insurance shall be insured in such amounts as may be carried by prudent owners of similar building located in downtown Chicago.

(f) Worker's Compensation. Each Owner shall carry worker's compensation insurance and employers liability insurance. The employers liability and/or commercial umbrella limits shall not be less than \$5,000,000 each accident, for bodily injury by accident, \$5,000,000 each employee for bodily injury by disease, and \$5,000,000 policy limit for bodily injury by disease.

The types of coverages referenced in paragraphs (a) and (b), and the limits of liability referenced in paragraphs (b), (c), (d) and (e) of this **Section 8.1** and deductible amounts shall be reviewed (and, if appropriate, revised or increased, as the case may be) every five (5) years, beginning in January, 2010 so as

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to be consistent with the South Loop Standard; provided, however, that, in all events, the insurance procured and maintained pursuant to paragraph (a) of this **Section 8.1** shall be "all risk" and for full replacement cost.

8.2. Insurance Companies. Notwithstanding anything contained in this **Article 8** to the contrary, and except as otherwise set forth in this **Section 8.2**, at the election of Commercial Owner from time to time, with respect to each of the insurance policies required in this **Article 8** (other than **Section 8.1(f)**), the interest of both Owners may be insured by the same insurance companies as selected by Commercial Owner. Such policies may be issued in combination covering one or several items and covering jointly the interests of each Owner. In the case of any insurance policy covering the Commercial Property and the Residential Property jointly, Commercial Owner shall apportion the Insurance Costs between Commercial Owner and Residential Owner based on the manner in which the insurance company from time to time underwrites the risks between the Residential Property and the Commercial Property; and that portion of the Insurance Costs attributable to the Residential Property and Residential Owner's use thereof, is herein referred to as "Residential Owner's Insurance Share", and that portion of the Insurance Costs attributable to the Commercial Property and the Commercial Owner's use thereof, is hereinafter referred to as "Commercial Owner's Insurance Share". If: (i) at any time subsequent to the first anniversary of the date on which this Agreement is recorded in the Recorder's Office, the respective interests of both Owners are being insured by the same insurance companies; and (ii) Residential Owner reasonably determines, based on the manner in which the insurance company is then underwriting the risks between the Residential Property and the Commercial Property, that the total of the premiums, charges and other costs comprising Insurance Costs allocable to the Residential Property would be materially reduced if the insurance policies required in this **Article 8** were to insure Residential Owner's interest separately from Commercial Owner's interest rather than jointly, then Residential Owner shall have the right to require that Residential Owner's interest be so separately insured. Residential Owner shall exercise such right by giving Commercial Owner at least ninety (90) days prior written notice thereof; provided, however, Residential Owner shall be responsible for any and all cancellation fees and similar costs and expenses imposed by the insurance companies arising as a result of Residential Owner's election to change coverages from a joint policy to a separate coverage of Residential Owner's interest. If separate policies are issued, they shall be coordinated so that there are no gaps in coverage, and if the same company issues both policies, the insurance company shall agree that the entire Building will be covered among the Owners' separate policies. In the case of a joint policy, in the event Residential Owner disagrees with Commercial Owner's selection of the insurance companies to provide the insurance required, or Residential Owner disagrees with the apportionment of the Insurance Costs by Commercial Owner as hereinabove provided, the question of selection of an insurance company or apportionment of the Insurance Costs shall constitute an Arbitrable Dispute. Notwithstanding that there may be a dispute as to the selection of the insurance company or apportionment of Insurance Costs, the Building shall nevertheless continue to be insured by the insurance companies selected by Commercial Owner, and Residential Owner shall nevertheless continue making payments as required under this **Section 8.2**, as the case may be, until such dispute is resolved. Insurance policies required by **Section 8.1** hereof shall be purchased from reputable and financially responsible insurance companies, taking into consideration the nature and amount of insurance required, who shall hold a current Policyholder's Alphabetic and Financial Size Category Rating of not less than A/XIV (or such lesser rating as the Owners and Mortgagees may agree) according to Best's Insurance Reports or a substantially equivalent rating from a nationally-recognized insurance rating service. So long as the Property or any portion thereof remains subject to the provisions of the Act, insurance on additions, alterations, improvements and betterments to individual Units shall be the responsibility of those persons designated in the Condominium Agreement as being responsible for such insurance. If the Residential Property or any portion thereof has been submitted to and remains subject to the Act, and any insurance policy then and thereafter covers the Commercial Property and the Residential Property jointly, Commercial Owner, upon reasonable prior written notice from Residential Owner (prior to submittal of the Residential Property to the Act), or the Condominium Association (subsequent to submittal), shall cause such coverages to be revised or increased, as the case may be, as may be necessary to comply with the applicable provisions of the Act. The cost of any such revised or increased coverages shall be borne by Residential Owner.

8.3. Insurance Provisions. Each policy described in **Section 8.1** (other than **Section 8.1(f)**) hereof: (i) shall provide that the knowledge or acts or omissions of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any other insured party under any such policy; (ii) shall insure as named insureds Commercial Owner and Residential Owner (except

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that the Owner other than the primary insured shall be "additional" insureds under policies described in **Section 8.1(b)**, together with such affiliates of such Owners as any of them may designate from time to time, all as their interests may appear; provided, however, that so long as the Residential Property or any portion thereof shall remain subject to the Act, the Association and not the individual Unit Owners shall be insured as a named insured or additional insured; (iii) shall provide (except for liability insurance described in **Section 8.1(b)**, for which it is inapplicable) by endorsement or otherwise, that the insurance shall not be invalidated should any of the insureds under the policy waive in writing prior to a loss any or all rights of recovery against any party for loss occurring to the property insured under the policy, if such provisions or endorsements are available, and provided that such waiver by the insureds does not invalidate the policy or diminish or impair the insured's ability to collect under the policy, or unreasonably increases the premiums for such policy unless the party to be benefited by such endorsement or provision pays such increase; (iv) shall provide, except for (A) insurance for loss of rental income or income covered by business interruption or extra expenses incurred to reduce such loss of income, and (B) liability insurance required by **Section 8.1(b)**, that all losses payable thereunder shall be paid to the applicable Owner's Mortgagee in accordance with the terms of **Section 20.11**, or if none, to the Depository in accordance with the terms of **Article 16** hereof, unless the Owners otherwise agree, subject to the consent of the Mortgagees; (v) shall provide for a minimum of thirty (30) days' advance written notice of the cancellation, nonrenewal or material modification thereof to Mortgagees and all insureds thereunder; (vi) shall include a standard mortgagee endorsement or loss payable clause in favor of the holders of the First Mortgages, if any, reasonably satisfactory to them; and (vii) shall not include a co-insurance clause.

8.4. **Limits of Liability.** Insurance specified in this **Article 8** or carried by the Owners shall be jointly reviewed by the Owners periodically at the request of either Owner, but no review will be required more often than annually (unless there is a substantial change in the Building or operations conducted in the Building), to determine if such limits, deductible amounts and types of insurance are reasonable and prudent in view of the type, place and amount of risk to be transferred and the financial responsibility of the insureds, and to determine whether such limits, deductible amounts and types of insurance comply with the requirements of all applicable Laws and whether on a risk management basis, additional types of insurance or endorsements against special risks should be carried or whether required coverages or endorsements should be deleted. Initially, deductible amounts for insurance required under **Sections 8.1(a)** (other than loss of rental income insurance), **8.1(d)** and **8.1(e)** shall not exceed \$250,000. Deductible amounts for insurance required under **Section 8.1(b)** shall not be more than is reasonable considering the financial responsibility of the insured and shall also be subject, in any case, to the consideration to be given deductible amounts described above in this **Section 8.4**. Where separate policies are issued under **Section 8.1(a)** or **8.1(d)**, then deductibles shall be the same, if reasonably possible. Limits of liability may not be less than limits required by Mortgagees, notwithstanding amounts set forth above in this **Article 8**. Such limits shall be increased or decreased, deductible amounts increased or decreased or types of insurance shall be modified, if justified, based upon said review, and upon any such increase, decrease or modification, the Owners shall, at either Owner's election, execute an instrument in recordable form confirming such increase, decrease or modification, which either Owner may record with the Recorder's Office as a supplement to this Agreement; provided, that no agreement regarding a decrease in limits of liability, increase in deductible amounts or elimination of any types of coverages shall be effective without the written consent of the applicable Mortgagee. With the consent of both Owners, the Owners may employ an insurance consultant to perform such review on their behalf or to administer insurance-related matters, and the cost of employing any such consultant shall be shared by the Owners in the ratio their annual insurance premiums for joint policies of insurance required or provided for hereunder bear to each other.

8.5. **Renewal Policies.** Copies of all renewal insurance policies or binders with summaries of coverages afforded and evidencing renewal shall be delivered by each Owner to the other Owner and to the Mortgagees at least ten (10) days prior to the expiration date of any such expiring insurance policy. Binders shall be replaced with certified full copies of the actual renewal policies as soon as reasonably possible. Should an Owner fail to provide and maintain any policy of insurance required under this **Article 8** or pay its share of the premiums or other costs for any joint policies, then the other Owner may upon ten (10) days prior written notice, purchase such policy and the costs thereof (or the Defaulting Owner's share of such costs) shall be due from the Defaulting Owner within ten (10) days after the Creditor Owner's written demand therefor.

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8.6. **Waiver.** Provided that such a waiver does not invalidate the respective policy or policies or diminish or impair the insured's ability to collect under such policy or policies or unreasonably increase the premiums for such policy or policies unless the party to be benefited by such waiver pays such increase, and without limiting any release or waiver of liability or recovery contained elsewhere in this Agreement, each Owner hereby waives all claims for recovery from the other Owner for any loss or damage to any of its property insured (or required hereunder to be insured) under valid and collectible insurance policies to the extent of any recovery collectible (or which would have been collectible had such insurance required hereunder been obtained) under such insurance policies plus any deductible amounts.

ARTICLE 9 MAINTENANCE AND REPAIR; DAMAGE TO THE BUILDING

9.1. **Maintenance of Commercial Building.** Except as expressly provided hereinafter in this **Article 9**, in the event of fire or other casualty, and except as provided in **Article 5**, Commercial Owner shall, at its sole cost and expense, Maintain and keep the Commercial Building (including the entire Roof (but subject to Residential Owner's obligation to pay its Roof Allocation Percentage pursuant to **Exhibit 5.1(g)**) and the entire Façade (but subject to Residential Owner's obligation to pay its respective Façade Allocation Percentages for the Maintenance and replacement of the Façade pursuant to **Exhibit 5.1(m)**) and all Facilities located in the Commercial Property (other than the Residential Exclusive Easement Premises and Residential Owned Facilities) and Commercial Owned Facilities in safe order and condition at least equal to or better than the South Loop Standard and in compliance with **Sections 6.3** and **6.4**, and shall make all reasonable repairs or replacements of, in, on, under, within, upon or about such property, whether said repairs or replacements are to the interior or exterior thereof, or structural or non-structural components thereof, or involve ordinary or extraordinary repairs or replacements, necessary to keep the same in safe order and condition at least equal to or better than the South Loop Standard and in compliance with **Sections 6.3** and **6.4**, howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects or otherwise. Commercial Owner further agrees that it shall not suffer or commit, and shall use all reasonable precaution to prevent, waste to the Commercial Property.

9.2. **Maintenance of Residential Building.** Except as expressly provided hereinafter in this **Article 9**, in the event of fire or other casualty, and except as provided in **Article 5**, Residential Owner shall, at its sole cost and expense, Maintain and keep the Residential Building (but not the Roof (other than Residential Owned Facilities located on the Roof) or the Façade which shall be maintained by Commercial Owner as provided in **Section 5.1**) and all Facilities located in the Residential Property (other than the Commercial Owned Facilities), the exterior signs described in **Section 2.7** the Residential Owned Facilities, the Residential Exclusive Easement Premises in safe order and condition at least equal to or better than the South Loop Standard and in compliance with **Sections 6.3** and **6.4**, and shall make all repairs or replacements of, in, on, under, within, upon or about such property, whether said repairs or replacements are to the interior or exterior thereof, or structural and non-structural components thereof or involve ordinary or extraordinary repairs or replacements, necessary to keep the same in safe order and condition at least equal to or better than the South Loop Standard and in compliance with **Sections 6.3** and **6.4**, howsoever the necessity or desirability thereof may arise, and whether or not necessitated by wear, tear, obsolescence, defects or otherwise. Residential Owner shall, at its sole cost and expense, Maintain the Canopies in good and safe condition and repair, and in compliance with all applicable Laws.

9.3. **Damage Affecting Only Residential Building or Commercial Building.** If any portion of the Building is damaged by fire or other casualty, and (i) if such damage occurs within the Commercial Building or the Commercial Owned Facilities only and does not affect the Residential Building, Residential Exclusive Easement Premises, Residential Owned Facilities or the use by Residential Owner of the Required Parking Spaces, or (ii) if such damage occurs within the Residential Building, the Residential Exclusive Easement Premises, or Residential Owned Facilities only and does not affect the Commercial Building or Commercial Owned Facilities, then any such damage shall be repaired and restored by the affected Owner of the portion of the Building in which any such damage occurs in as timely a manner as practicable under the circumstances, and such Owner shall, in accordance with the provisions of **Article 17** hereof, be entitled to withdraw any insurance proceeds (including deductible amounts) held by the Depository by reason of any such damage, for application to the cost and expense of the repair and restoration of any such damage.

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Repair and restoration under this **Section 9.3** shall constitute Alterations, except that the Owner performing the repair and restoration shall not be required to obtain the other Owner's consent if such consent would not otherwise be required under **Article 14**. Without limitation of the Creditor Owner's other remedies, if, at any time, the Owner so obligated to repair and restore such damage shall not proceed diligently with any repair or restoration adversely and materially affecting an easement in favor of the other Owner or services to be furnished the other Owner under **Article 5** hereof, then (A) the Creditor Owner may give written notice to the Defaulting Owner specifying the respect or respects in which such repair or restoration is not proceeding diligently and, if, upon expiration of ten (10) days after the receipt of such notice, any such work of repair or restoration is still not proceeding diligently, then the Creditor Owner may perform such repair and restoration in accordance with the Plans and may take all appropriate steps to carry out the same, or (B) in an Emergency Situation the Creditor Owner may immediately perform such repair or restoration and may take all appropriate steps to carry out the same. The Creditor Owner, in so performing such repair and restoration, shall, in accordance with **Article 17** hereof, be entitled to withdraw any insurance proceeds and any other monies held by the Depositary as a result of any such damage, for application to the cost and expense of any such repair or restoration and shall also be entitled to reimbursement upon demand from Defaulting Owner for all costs and expenses incurred by Creditor Owner in excess of said insurance proceeds.

9.3A **Parking Tenant Rights.** Subject to the terms and conditions of **Section 9.3** and **Section 9.3B**, if the Garage or any of the Commercial Owned Facilities or Residential Owned Facilities servicing the Garage are damaged by fire or casualty during the period in which the Parking Lease is in effect to the extent that the use of the Parking Premises under the Parking Lease is materially impaired, and with respect to damage to Commercial Owned Facilities, Commercial Owner is otherwise obligated under this **Article 9** or under the Parking Lease to repair and restore the Commercial Building and such Commercial Owned Facilities, then Commercial Owner shall cause such damage to the Garage and such Commercial Owned Facilities to be repaired in accordance with the terms and conditions of this **Article 9** and the Parking Lease. With respect to damage to Residential Owned Facilities, if Residential Owner is otherwise obligated under this **Article 9** to repair and restore the Residential Building and such Residential Owned Facilities, then Residential Owner shall cause such damage to the Residential Building or the Residential Owned Facilities, as applicable, to be repaired in accordance with the terms and conditions of this **Article 9** and the Parking Lease. If: (i) Commercial Owner is otherwise obligated under this **Article 9** and the Parking Lease to repair and restore the Garage and such Commercial Owned Facilities; (ii) Commercial Owner fails to cause the Garage and said Commercial Owned Facilities to be repaired and restored in a manner and within the time periods as required of Commercial Owner pursuant to this **Article 9** so that use of the Parking Premises is reinstated materially to the same level of use as was applicable prior to such fire or casualty; and (iii) Residential Owner (1) gives Parking Tenant and Commercial Owner written notice that Residential Owner has elected not to exercise Residential Owner's self-help remedies under **Section 9.3** to so repair and restore the Garage or such Commercial Owned Facilities, as applicable, or (2) fails to notify Parking Tenant and Commercial Owner in writing within thirty (30) days after written inquiry sent by Parking Tenant to Residential Owner and Commercial Owner that Residential Owner intends to exercise such self-help remedies to repair and restore the Garage or such Commercial Owned Facilities, as applicable, or (3) otherwise fails to exercise Residential Owner's self-help remedies to repair and restore the Garage or such Commercial Owned Facilities, as applicable, within sixty (60) days after such written inquiry by Parking Tenant to Residential Owner and Commercial Owner, then, so long as Commercial Owner has not previously commenced efforts to repair and restore the Garage or such Commercial Owned Facilities, as applicable, and provided that no Event of Default is then continuing and the Parking Lease is then in force, Parking Tenant shall have the same rights as provided to Residential Owner hereunder to take such reasonable actions to repair and restore the Garage or such Commercial Owned Facilities, as applicable and to use of insurance proceeds, as may be reasonably necessary to reinstate use of the Parking Premises under the Parking Lease to the same level of use applicable immediately prior to such fire or casualty. If: (x) Residential Owner is otherwise obligated under this **Article 9** to repair and restore the Residential Building or such Residential Owned Facilities, as applicable; (y) Residential Owner fails to cause the Residential Building or said Residential Owned Facilities, as applicable, to be repaired and restored in a manner and within the time periods as required of Residential Owner pursuant to this **Article 9** so that use of the Parking Premises under the Parking Lease is reinstated materially to the same level of use as was applicable prior to such fire or casualty; and (z) Commercial Owner (1) gives Parking Tenant and Residential Owner written notice that Commercial Owner has elected not to exercise Commercial Owner's self-help remedies under **Section 9.3** to so repair

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and restore the Residential Building or such Residential Owned Facilities, as applicable, or (2) fails, within thirty (30) days after written inquiry sent by Parking Tenant to Commercial Owner and Residential Owner, to notify Parking Tenant and Residential Owner in writing that Commercial Owner intends to exercise such self-help remedies to repair and restore the Residential Building or such Residential Owned Facilities, as applicable, or (3) otherwise fails to commence exercise of Commercial Owner's self-help remedies to repair and restore the Residential Building or such Residential Owned Facilities within sixty (60) days after such written inquiry by Parking Tenant to Commercial Owner and Residential Owner, then, so long as Residential Owner has not previously commenced efforts to repair and restore the Residential Building or such Residential Owned Facilities, as applicable, and provided that no Event of Default is then continuing, Parking Tenant shall have the right to take reasonable actions to repair and restore the Residential Building or such Residential Owned Facilities so that use of the Parking Premises under the Parking Lease may be reinstated materially to the same level as was applicable prior to such fire or casualty. Parking Tenant, in exercising such self-help remedies to so repair and restore the Garage and such Commercial Owned Facilities, or the Residential Building and the Residential Owned Facilities, as the case may be, shall comply with any and all Laws and other requirements, including obtaining all necessary insurance coverages and with insurance requirements, to the same extent as Residential Owner or Commercial Owner, as applicable, would have been obligated to comply had Residential Owner or Commercial Owner, as applicable, directly performed such repair and restoration. At the election of either Owner, Parking Tenant, prior to performing any such repair or restoration work, shall deliver to the Owners payment and performance bonds issued by a surety company reasonably acceptable to the Owner covering full completion and payment by Parking Tenant of such work, and naming as obligee, thereunder the Owners and their respective Mortgagees. With respect to an Owner's failure to cause its Building (including the Garage with respect to Commercial Owner), and its Owned Facilities to be so repaired and restored to the extent required under this **Section 9.3A**, such Owner shall be deemed to be a Defaulting Owner, and such Defaulting Owner shall reimburse Parking Tenant for any and all reasonable costs expended by Parking Tenant in exercising such self-help remedies, as evidenced by lien waivers, invoices, statements and cancelled checks, and upon paying Parking Tenant such reimbursement, such Defaulting Owner shall have the right to withdraw insurance proceeds and to exercise such other remedies available to such Defaulting Owner under this Agreement.

9.3B Enforceability of Parking Tenant Rights. Notwithstanding anything contained in **Section 9.3A** to the contrary: (i) the rights and remedies of Parking Tenant pursuant to **Section 9.3A** shall be applicable and enforceable only so long as no Event of Default is then continuing; and (ii) if, and to the extent that, Parking Tenant is obligated pursuant to the Parking Lease to pay the cost of the repair or restoration of the subject Facilities, or any portion thereof, then the reimbursement of Parking Tenant by a Defaulting Owner (if Commercial Owner is the Defaulting Owner) shall be reduced by the amount Parking Tenant is so obligated to pay Commercial Owner pursuant to the Parking Lease, and Parking Tenant shall remain liable to Commercial Owner for such costs in accordance with the Parking Lease.

9.4. Joint Damage. If the Building is damaged by fire or other casualty and if the provisions of **Section 9.3** hereof are not applicable because the nature of the damage is such that it does not fall within either of the categories set forth in clause (i) or (ii) of **Section 9.3**, then the repair and restoration of such damage which does not fall within clauses (i) and (ii) of **Section 9.3** shall be the joint responsibility of the Owners, subject to **Section 9.8**. Said repair and restoration shall be commenced and pursued to completion in as timely a manner as practicable and shall be performed on behalf of the Owners by a contractor or contractors jointly selected by the Owners and approved by the Mortgagees. In the event the Owners fail to agree upon the selection of a contractor or contractors, the Owners shall request the advice of the Architect. If, after receiving the Architect's advice, the Owners cannot agree on a contractor or contractors, then each Owner shall designate a contractor it desires to have to perform the required work with a description of such contractor's qualifications and a copy of such contractor's bid. The selection of a contractor or contractors shall be made by arbitration pursuant to **Article 11** hereof based upon the arbitrator's best judgment as to which of the designated contractors will provide the necessary quality work in a timely fashion at the best price. The plans and specifications for such repair and restoration shall be prepared by the Architect, unless the Owners otherwise agree in accordance with instructions given by both Owners and approved by the Mortgagees. Such plans and specifications shall provide for the Project to be rebuilt as nearly identical as commercially practicable to the Project as constructed prior to the damage (subject to each Owner's right to make Alterations under **Article 14** and **Section 9.3** to its respective Parcel and exclusive easement areas to

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the extent the other Owner's consent would not be required under **Article 14** and **Section 9.3**) unless prohibited by Law or unless the Owner and its Mortgagees otherwise agree. The Architect shall furnish to each of the Owner and its Mortgagees a set of the plans and specifications which it has prepared or caused to be prepared. Unless the Owners and their respective Mortgagees otherwise agree, any contractor or contractors shall work under the supervision of the Architect, and the Architect is hereby authorized and directed to instruct the Depository, from time to time, as such repair and restoration progresses, to disburse in accordance with **Article 17** hereof (but only upon the receipt of the prior written approvals required pursuant to **Section 17.1(b)(ii)**), the insurance proceeds held by the Depository and any other monies deposited with the Depository pursuant to **Section 9.6** hereof for application against the cost and expense of any such repair and restoration. Any Owner whose approval is required under this **Section 9.4** shall be deemed to have approved the matters submitted to it if it has not objected to such submittal, stating the basis for its objection, within ten (10) business days of receipt of such submittal. During any period for the selection of contractors or preparation of the plans for the repair and restoration each Owner shall take and permit the other Owner to take such repairs and actions as may be reasonably required to protect their property, including if necessary interim Structural Supports repairs and other repairs of an essential nature required to correct or prevent any Emergency Situation.

9.5. **Cost of Repairs.** If the cost and expense of performing any repair and restoration provided for in **Section 9.3** or **Section 9.4** hereof shall exceed the amount of available insurance proceeds if any, paid by reason of the damage, including deductible amounts, then such excess cost and expense (or the entire amount of such cost and expense if there be no insurance proceeds paid) shall be borne by the Owners in proportion to the cost and expense of repairing and restoring to their former condition their respective portions of the Project. To the extent such excess cost and expense results from the failure of any Owner to maintain the amount of insurance required under **Section 8.1** hereof or from carrying insurance for less than 100% of the insurable replacement cost, such Owner shall bear such portion of such excess cost and expense.

9.6. **Deposit of Costs.** In any instance of repair or restoration pursuant to **Sections 9.3** or **9.4** hereof, Residential Owner or Commercial Owner may require that an estimate of the cost or expense of performing such repair or restoration be made by a reputable independent professional construction cost-estimating firm, unless a construction contract providing for the performance of such repair and restoration at a stipulated sum has theretofore been executed. If said estimate or stipulated sum, or if the actual amount incurred in performing repair or restoration, exceeds the amount of insurance proceeds, if any, paid or payable by reason of the damage, then either Owner may at any time give notice to the other Owner demanding that such Owner deposit with the Depository the amount of such excess cost and expense attributable to such Owner pursuant to **Section 9.5**. Any Owner maintaining deductible amounts shall deposit the deductible amounts. In lieu of depositing its share of such excess amount or deductible amount based upon said estimate or stipulated sum, or actual cost and expense of performing such repair or restoration, an Owner may deliver to the Depository security for payment of its share reasonably acceptable to the other Owner and the Depository. Such security may be in the form of, but shall not be limited to, an irrevocable and unconditional letter of credit in favor of the Depository in the face amount of the share owed or an irrevocable loan commitment, satisfactory to the other Owner and the Mortgagees, issued by a responsible lending institution to disburse an amount equal to such Owner's share of such excess, or deductible amount to the Depository to pay the cost and expense of any such repair or restoration as the work progresses, in proportion to such Owner's share of the cost and expense of any such repair or restoration. If the amount of the security required is based on an estimate of the cost and expense of repair and restoration, then the amount of security required to be deposited or available shall be readjusted upward or downward as the work progresses based on actual cost and expenses of the work. If an Owner shall fail to pay, or, as the case may be, deposit, such Owner's share of the cost and expense (or estimated cost and expense) of performing any repair or restoration in accordance with this **Section 9.6**, or fails to deliver the security provided for above within ten (10) days after receipt of the other Owner's written demand therefor, then the Creditor Owners may deposit the Defaulting Owner's share and the Defaulting Owner shall, upon written demand, reimburse the Creditor Owners for such payment and the Creditor Owners' reasonable costs and expenses incurred in connection with such deposit.

For any casualty where the cost of repair or restoration is estimated to exceed \$500,000 (in Equivalent Dollars), either Owner may require that the form of agreement with the person performing the work

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provide reasonable financial assurances of timely, complete and proper performance, including, a payment and performance bond with a serial sum equal to the stipulated sum or estimated cost of the work provided in the construction contract.

9.7. **Excess Insurance Proceeds.** Upon completion of the repair and restoration of any damage to the Building, any remaining insurance proceeds paid by reason of such damage shall be refunded to each Owner in proportion to the ratio that the insurance proceeds contributed by such Owner or by such Owner's insurance company bears to the total insurance proceeds made available by the insurer for the repair and restoration or, if the insurance is provided by a single policy covering the Building, then the ratio of insurance proceeds attributed to such Owner's portion of the Building and Owned Facilities by the insurer or the Owners to the total insurance proceeds made available by the insurer or the Owners for the repair and restoration. The rights of the Owners to payment of excess insurance proceeds, if any, shall be subject to the provisions of **Section 20.11**. For purposes of this **Section 9.7**, insurance proceeds include deductible amounts.

9.8. **Agreement Not to Repair.** If the Building is damaged and Commercial Owner and Residential Owner agree not to rebuild, repair or restore the Building, subject to the prior written approval of the Mortgagees of Commercial Owner and Residential Owner as to the specific terms of such agreement in each instance, then the Building shall be demolished to the extent necessary to comply with all applicable Laws. Parking Tenant agrees that, notwithstanding anything contained in this Agreement to the contrary, if Commercial Owner and Residential Owner enter into a written agreement evidencing the mutual election of Commercial Owner and Residential Owner to not rebuild, repair or restore the Building, **Section 9.3A** shall not be applicable, and such mutual election shall be final and binding as to and upon Parking Tenant, and Parking Tenant shall have no further rights, remedies or interests under this Agreement. In the event the Owners agree to demolish the Building, the available insurance proceeds other than insurance proceeds used for demolition to be performed, shall be refunded to each Owner in the same ratio of insurance proceeds contributed by such Owner or by such Owner's insurance company to the total insurance proceeds paid by reason of such damage or, if the insurance is provided by a single policy covering the Building, then in the ratio of insurance proceeds attributed by the insurer to such Owner's portion of the Building and Owned Facilities to the total insurance proceeds paid by reason of such damage. If the Owners agree not to rebuild, repair or restore the Building, the rights of the Owners to receive available insurance proceeds, if any, shall be subject to the rights of the Mortgagees with respect to the applicable Owner's share of any such available insurance proceeds. Such demolition shall be deemed to be a "repair or restoration" to which the provisions of **Sections 9.4, 9.5, 9.6 and 9.9** are applicable except that demolition, and not construction, shall be performed. In the event Commercial Owner and Residential Owner agree not to rebuild the Building, subject to the prior written approval of the Mortgagees of Commercial Owner and Residential Owner, they may also make provision (i) for sale of the Project Site by Residential Owner and Commercial Owner and distribution of sale proceeds, or (ii) for ownership of the Project Site by Residential Owner and Commercial Owner as tenants in common, with the right to sue for partition (but for purposes of such partition the Project Site itself shall be deemed not susceptible of division), all subject to the prior written approval of the respective Mortgagees of Commercial Owner and Residential Owner. If the parties proceed in accordance with clause (i) or clause (ii) of the preceding sentence, then the agreement between the parties shall also provide for the termination of this Agreement. If the parties agree to a sale of the Project Site pursuant to clause (i) above, the allocation of proceeds between Commercial Owner and Residential Owner shall be based on the relative values immediately prior to the casualty (and making the assumption for purposes of valuation that this Agreement would remain in effect at all times thereafter) of the Residential Building and the Commercial Building. Any dispute as to such relative values shall be an Arbitrable Dispute.

9.9. **Costs Defined.** For purposes of this **Article 9**, architects' and engineers' fees, attorneys' fees, consultants' fees, title insurance premiums and other similar costs and expenses relating to repair or restoration shall be included in the costs and expenses of any such repair or restoration.

9.10. **Boundaries.** Horizontal boundaries are generally shown on the Survey based on measurement from the top of the floor slab of one level to the top of the floor slab of the next level existing on the date on which this Agreement is recorded in the Recorder's Office. Any raised flooring, its supports, and the space between the floor slab and the raised flooring shall be considered to be entirely in the Parcel owned by the Owner in whose Parcel the raised floors are located. Notwithstanding the foregoing, the obligations of

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Commercial Owner under **Section 9.1** and Residential Owner under **Section 9.2** shall be deemed to include an obligation to the center of common floor slabs and to the center of common walls (including doors), regardless of the exact location of the boundary; provided, however, that the Owners shall coordinate work with respect to common floor slabs and common walls and doors and share equally their cost, except that improvements or repairs and maintenance benefiting only one Owner shall be performed by and shall be at such Owner's sole cost.

ARTICLE 10 LIENS, DEBTS, INTEREST AND REMEDIES

10.1. **Failure to Perform.** If, at any time, either Owner fails within the time period set forth in this Agreement for payment, or if no time period is set for payment, then within ten (10) days after notice or demand to such Owner to pay any sum of money due to a Creditor Owner under or pursuant to the provisions of this Agreement (thereby becoming a Defaulting Owner), then, in addition to any other rights or remedies the Creditor Owner may have, the Creditor Owner shall have (i) a lien against the portion of the Building or Project Site owned by the Defaulting Owner (which, if the portion of the Building or Project Site then owned by the Defaulting Owner has theretofore been submitted to the Act shall also attach to the Units, subject to **Section 10.11**) and (ii) for a default under **Article 9**, a lien also against any insurance proceeds payable to the Defaulting Owner for loss or damage to such portion of the Building or Project Site or otherwise under insurance policies carried pursuant to **Article 8** hereof to secure the repayment of such sum of money and all interest on such sum accruing pursuant to the provisions of this **Article 10**. Such liens shall arise immediately upon the recording of a notice by the Creditor Owner in the Recorder's Office and may be enforced by a proceeding in equity to foreclose such lien in like manner as a mortgage of real property in the State of Illinois or by any other remedy available by statute or at law or in equity, but in all events shall be subject to the leasehold rights of any and all tenants of space in the Commercial Building from time to time. Such liens shall continue in full force and effect until such sum of money and any accrued interest thereon ("Default Amount") shall have been paid in full. A Creditor Owner's liens provided for in this **Section 10.1**, shall be superior to and take precedence over any mortgage, trust deed or other encumbrance other than a Prior Lien constituting a lien on the portion of the Building or Project Site owned by the Defaulting Owner. A "Prior Lien" means a First Mortgage which has been recorded against the Building or Project Site, or against a portion of either, at the time of the recording of the subject notice of lien; provided, however, that whenever a Creditor Owner shall give a Mortgagee, other than a Mortgagee under a Prior Lien, a copy of the notice of the lien and a statement of the amounts due and due dates of sums secured by the liens provided for in this **Section 10.1**, then, unless such overdue amounts shall be paid or any dispute regarding the amount owed shall have been submitted to arbitration as provided in **Article XI** within ninety (90) days after service of such statement and paid within sixty (60) days after any arbitration award shall have been made, the lien of such Mortgage, other than a Prior Lien, shall be subordinate to the lien provided for in this **Section 10.1**. A Creditor Owner's liens provided in this **Section 10.1** shall be subject to and subordinate to a Prior Lien.

10.2. **No Diminution of Lien.** No conveyance or other divestiture of title (except foreclosure of a Prior Lien which is superior to a lien arising under **Article 10**) shall in any way affect or diminish any lien arising pursuant to this **Article 10**, and any lien which would have arisen against any property pursuant to this **Article 10** had there been no conveyance or divestiture of title (except foreclosure of a Prior Lien which is superior to a lien arising under **Article 10**) shall not be defeated or otherwise diminished or affected by reason of such conveyance or divestiture of title.

10.3. **Mortgagee's Subrogation.** The holder of a mortgage or trust deed on all or any portion of the Commercial Property or of all or any portion of the Residential Property shall have the right to be subrogated to the position of the holder of any lien arising pursuant to this **Article 10** affecting the property secured by its mortgage upon payment of the amount secured by such lien.

10.4. **Interest Rate; Late Charges.**

(a) Interest shall accrue on sums owed by a Defaulting Owner to a Creditor Owner and shall be payable from the date any such sum first became due hereunder until paid in full, at a rate of interest equal to the lesser of: (i) the floating rate which is equal to four percent (4%) per annum in excess of the

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annual rate of interest from time to time announced by JPMorgan Chase Bank at Chicago, Illinois or any successor-in-interest thereto as its base or reference rate of interest or (ii) the then maximum lawful rate of interest in Illinois applicable to the capacity of the Defaulting Owner and the nature of the debt. In the event a base or reference rate is not announced or available, and no maximum lawful rate applies, then interest shall accrue at the annual rate of eighteen percent (18%).

(b) Commercial Owner and Residential Owner acknowledge that late payment of any sums owed by a Defaulting Owner to a Creditor Owner will cause a Creditor Owner to incur certain costs and expenses not contemplated under this Agreement, the exact amount of which is extremely difficult or impractical to fix. Such costs and expenses will include, without limitation, loss of use of money, administrative and collection costs and processing and accounting expenses. Therefore, if any payment of sums owed by a Defaulting Owner to a Creditor Owner is not received by a Creditor Owner within five (5) days of the date due, a Defaulting Owner shall immediately pay to a Creditor Owner a late charge equal to three percent (3%) of the unpaid amount ("Late Charge"). In the event that any overdue payment of sums owed by a Defaulting Owner to a Creditor Owner is not paid within one (1) month of the due date thereof, an additional Late Charge equal to three percent (3%) of the unpaid amount so past due for each additional month, or fraction thereof, during which any such payment remains past due. The foregoing Late Charge shall apply to each required payment of sums owed by a Defaulting Owner to a Creditor Owner, or any portion thereof, which is past due. Commercial Owner and Residential Owner agree that the Late Charge represents reasonable estimate of costs and expenses incurred by a Creditor Owner from, and is fair compensation to a Creditor Owner for its loss suffered by such-non payment by a Defaulting Owner.

10.5. **Cumulative Remedies.** The rights and remedies of an Owner provided for in this **Article 10** or elsewhere in this Agreement are cumulative and not intended to be exclusive of any other remedies to which such Owner may be entitled at law or in equity or by statute, provided an Owner shall not have the right to terminate this Agreement as a remedy. An Owner may enforce, by a proceeding in equity for mandatory injunction, the other Owner's obligation to execute or record any document which such other Owner is required to execute under or pursuant to this Agreement. The exercise by such Owner of any right or remedy to which it is entitled hereunder shall not preclude or restrict the exercise of any other right or remedy provided hereunder. The lien rights granted under **Section 10.1** shall not preclude filing of a lien under the Illinois Mechanic's Lien Act with respect to the Creditor Owner's performance pursuant to **Articles 4** and **5** of this Agreement, as permitted by **Section 20.13** of this Agreement.

10.6. **No Set-Off.** Each claim of an Owner arising under this Agreement shall be separate and distinct, and no defense, set-off, offset or counterclaim arising against the enforcement of any lien or other claim of an Owner shall thereby be or become a defense, set-off, offset or counterclaim against the enforcement of any other lien or claim.

10.7. **Period of Limitation.** Actions to enforce any right, claim or lien under this Agreement shall be commenced within three (3) years immediately following the date the cause of action accrued, or such other shorter period as may be provided by law or statute.

10.8. **Attorneys' Fees.** A Defaulting Owner shall pay the reasonable attorneys' fees and court costs paid or incurred by a Creditor Owner in successfully enforcing its rights against the Defaulting Owner under this Agreement.

10.9. **Default Shall Not Permit Termination of Agreement.** No default under this Agreement shall entitle an Owner to cancel, rescind or otherwise terminate this Agreement; provided however, that this limitation shall not affect, in any manner, any other rights or remedies that the Owners may have by reason of any default under this Agreement.

10.10. **Restoration of Condominium Property.** To the fullest extent permitted by law, the provisions of **Article 8**, **Article 9** and this **Article 10** shall be controlling over the provisions of the Act insofar as the provisions of the Act purport to limit (i) the obligations of the Unit Owners to repair or restore the Condominium Property, or (ii) the use of insurance proceeds to repair or restore the Condominium Property. In the event of fire or other casualty or act of God or force majeure causing damage to the Condominium

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Property which would entitle the Unit Owners and the subject Condominium Association, under the Act, to withdraw all or any part of the Condominium Property from the Act and not to repair and restore the Condominium Property as required by this Agreement, then the Creditor Owner shall have a lien on the Condominium Property and any insurance proceeds payable for loss or damage to such portion of the Property under insurance policies carried pursuant to **Article 8**, in an amount necessary so that the Creditor Owner shall have sufficient proceeds to demolish or repair and restore the Improvements to a condition so as adequately to assure:

- (i) the structural integrity and safety of the Building owned by the Creditor Owner;
- (ii) the continuous and efficient operation of all Facilities, the Building owned by the Creditor Owner, and electrical, utility, mechanical, plumbing and other systems serving the Building owned by the Creditor Owner;
- (iii) compliance with all zoning, building and other laws, rules, orders, ordinances, regulations and requirements of any governmental body or municipality or agency thereof having jurisdiction of the Property or any part thereof;
- (iv) the architectural unity and aesthetic appearance of the restored Building as a mixed use property; and
- (v) the benefits of the Easements granted pursuant to this Agreement to a Creditor Owner with respect to the Building owned by a Creditor Owner.

The lien created by this **Section 10.10** shall be superior to and take precedence over any mortgage or other encumbrance constituting a lien on the Condominium Property or any portion thereof. Such lien shall arise immediately upon the recording of a notice by Creditor Owner in the Recorder's Office following the occurrence of a fire or other casualty or act of God or force majeure stating that it is a lien created by this **Section 10.10**. Such lien shall continue in full force and effect until either the sum of money required hereunder shall have been paid to Creditor Owner, or the Defaulting Owner shall have repaired and restored the Condominium Property as required by this Agreement. Such lien may be enforced by a proceeding in equity to foreclose such lien in like manner as a mortgage of real property in the State of Illinois or by any other remedy available by statute or at law or in equity.

10.11. Liabilities of Unit Owners. Without limiting any equitable remedies to which the Creditor Owner may be entitled, so long as that portion of the Project Site owned by a Defaulting Owner remains subject to the provisions of the Act, no Unit Owner shall be liable for all or any part of any claim against Residential Owner in excess of an amount equal to the amount of the claim multiplied by the percentage of ownership interest in Common Elements allocated to such Unit Owner's Unit Ownership as set forth in the Condominium Agreement. Upon payment of such amount for which a Unit Owner is liable: (i) any lien arising against such Unit Owner's Unit Ownership on account of such claim shall be deemed released against such Unit Owner's Unit Ownership without further act or deed by any such Unit Owner; and (ii) upon the written request of such Unit Owner, the Creditor Owner shall deliver to such Unit Owner an instrument evidencing the release of such lien, but only with respect to said Unit Owner's Unit Ownership. When a Unit Ownership is owned by more than one "person" (as defined in the Act) the liability of each such person for any claim against the Unit Ownership shall be joint and several. In addition to any remedies the Creditor Owner shall be entitled to, in the event any Unit Owner defaults in its obligation to pay any amount due hereunder, the Association shall be liable to the Creditor Owner for such amount and, upon payment of the same by the Association, the Association shall be entitled to recover the same from any such Unit Owner.

ARTICLE 11 ARBITRATION

11.1. All questions, differences, disputes, claims or controversies arising among or between Owners under this Agreement:

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(a) constituting a monetary claim involving an amount as to any one claim not exceeding \$250,000 (in Equivalent Dollars); or

(b) expressly made an Arbitrable Dispute or subject to arbitration under this **Article 11** by the terms of this Agreement; or

(c) involving any of the following matters:

(i) other failures to agree on a matter which this Agreement expressly requires the Owners to jointly decide or agree upon,

(ii) disputes arising generally under **Articles 3A, 5, 7, 8, 9, 13 or 14**; or

(iii) matters otherwise not constituting Arbitrable Disputes but which are incidental to and not easily divisible from an Arbitrable Dispute being submitted to Arbitration, which (with respect to any of such matters) shall be not resolved within sixty (60) days after it shall arise (or such other shorter or longer time period expressly provided herein), shall be submitted for arbitration to a panel of three (3) arbitrators at the Chicago, Illinois office of the American Arbitration Association in accordance with its then existing Commercial Arbitration Rules. The Owners shall cause an arbitrator to be selected within seven (7) business days, the two arbitrators shall choose the third arbitrator within five (5) business days and proceedings shall commence within five (5) business days after selection of the third arbitrator, notwithstanding that a longer period may be allowed under the Commercial Arbitration Rules. In the case of disputes under clauses (c)(i); (ii) or (iii) above, or where the subject for arbitration is otherwise the joint selection or appointment of an individual, company or other entity to perform professional or other services, the decision of the arbitrators shall be limited to the individuals, companies and other entities proposed by the Owners in their attempt to agree or from those included in an approved list submitted by the Owners. In the case of any other matter which the parties fail to agree upon which this Agreement expressly requires the Owners to jointly decide or agree upon, the decision of the arbitrators shall be limited to the terms (or a compromise of such terms) or within the scope of the terms proposed by each of the Owners in the negotiations of the issue. Any award issued by the arbitrators shall take into account and be consistent with any standards, terms or conditions contained in this Agreement expressly governing the subject of the dispute, except in those instances where the arbitrators are required to select an individual, company or entity from those selected by the Owners and none meets such standards, terms or conditions. Arbitration may be initiated by any Owner. The Owner initiating arbitration shall notify the Mortgagees of the filing of a claim and demand in arbitration within five (5) days thereafter. Owners may not seek injunctive relief in the arbitration. The fees and costs of such arbitration (filing fees, arbitrators' fees and expenses, court reporter's fees and transcript fees, but exclusive of witness fees and attorneys' fees) shall be borne equally by the Owners; provided that the arbitrators may include in its award any of the fees and costs of arbitration. Any award of the arbitrators shall be final and binding upon the Owners and judgment thereon shall be entered by any court of competent jurisdiction. Any award including payment of delinquent amounts shall include interest on such delinquent amounts at the rate set forth in **Section 10.4**. Where a dispute involves both matters which are Arbitrable Disputes and matters which are not Arbitrable Disputes which are not easily divisible, the dispute shall not be submitted to arbitration.

ARTICLE 12 UNAVOIDABLE DELAYS

No Owner shall be deemed to be in default in the performance of any obligation created under or pursuant to this Agreement, other than an obligation requiring the payment of a sum of money, if and as long as non-performance of such obligation shall be directly caused by fire or other casualty, national emergency, governmental or municipal laws or restrictions, enemy action, civil commotion, strikes, lockouts, unavailability of labor or materials to projects generally in the geographic area delineated in the definition of "South Loop Standard", war or national defense preemptions, acts of God, energy shortages or similar causes beyond the reasonable control of such Owner applicable to projects generally in the geographic area delineated in the

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definition of "South Loop Standard" (other than inability to make payment of money) ("Unavoidable Delay") and the time limit for such performance shall be extended for a period equal to the period of any such Unavoidable Delay. However, if non-performance is due to an Unavoidable Delay which does not affect the other Owner's self-help remedy which may otherwise be exercised for such non-performance, then notwithstanding such Unavoidable Delay such other Owner shall still be entitled to such remedy with respect to those obligations to have been performed by the Non-Performing Owner (hereinafter defined) which are the subject of Unavoidable Delay, provided that the Owner unable to perform (hereinafter in this Article the "Non-Performing Owner") (i) shall not be subjected to additional costs and expenses (over and above the costs and expenses that would otherwise have been expended by the Non-Performing Owner in performing the obligation in question), by reason of the exercise of the other Owner's self-help remedy and any right to reimbursement which the other Owner may have with respect thereto under this Agreement and (ii) the Non-Performing Owner shall not be a Defaulting Owner by reason of said Unavoidable Delay and the other Owner shall not be entitled to interest or other remedies (other than the self-help remedy described in this **Article 12**) in connection with said Unavoidable Delay. The Non-Performing Owner shall notify the other Owner in writing of the existence and nature of any Unavoidable Delay within a reasonable time after the onset of any such Unavoidable Delay. The Non-Performing Owner shall, from time to time upon written request of any other Owner, keep such other Owner fully informed, in writing, of all further developments concerning any such Unavoidable Delay.

ARTICLE 13 CONDEMNATION

13.1. **In General.** In the event of a taking by the exercise of the power of eminent domain or deed in lieu of condemnation of all or any part of the Building or Project Site by any competent authority for any public or quasi-public use, the award, damages or just compensation (hereinafter in this **Article 13**, the "Award") resulting from any such taking shall be allocated and disbursed, and any repair and restoration of the Building shall be performed, in accordance with the requirements of this **Article 13**. The Owners shall cooperate with one another to maximize the amount of the Award.

13.2. **Payment of Award to Depository, Temporary Taking Awards.** All Awards resulting from the taking of all or any part of the Building or Project Site, other than damages resulting from a taking of the temporary use of space as hereinafter described, shall be paid to the Depository by the Owners regardless of the Owner who received the Award, and disbursed by the Depository as hereinafter provided. In the event of a taking of a temporary use of any space not affecting services described in **Sections 5.1 or 5.2** hereof, each Owner shall be entitled to receive directly from the taking authority any Award resulting from such temporary taking within any portion of the Project Site which it owns or exclusively uses.

13.3. **Taking of Only One Parcel.** In the event of (a) a taking (other than a temporary taking) of a part of the Commercial Property or Commercial Owned Facilities only (not including any Residential Owned Facilities or Residential Exclusive Easement Premises) or (b) a taking (other than a temporary taking) of a part of the Residential Property, Residential Owned Facilities or Residential Exclusive Easement Premises (not including any Commercial Owned Facilities), then, subject to the provisions of **Section 13.5** hereof, the affected Owner of the portion of the Building or Owned Facilities in which the taking occurred shall repair and restore the remainder of its affected portion of the Building or Owned Facilities to form an architectural and functional whole, which must include the equivalent of any non-exclusive easements in favor of the other Owner that may have been "Taken." Such repair and restoration shall be commenced and pursued to completion in as timely a manner as practicable under the circumstances and shall be at the sole cost and expense of the affected Owner of the portion of the Building or Owned Facilities in which the taking occurred. Such Owner shall be entitled to withdraw any Award paid to the Depository by reason of such taking for application to the cost of said repair and restoration in accordance with the provisions of **Article 17** hereof and to retain any excess not required for such repair and restoration; provided, however, that the right of any particular Owner to receive a portion of such excess, if any, shall be subject to the provisions of **Section 20.11**. Repair and restoration under this **Section 13.3** constitute Alterations, except that the Owner performing repair and restoration shall not be required to obtain the other Owner's consent if it would not otherwise be required under **Article 14**. If, at any time, the Owner so obligated to repair and restore such damage shall not proceed diligently with any repair or restoration adversely and materially affecting an

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Easement in favor of the other Owner or services to be furnished the other Owner under **Article 5** hereof, then (i) the Creditor Owner may give written notice to the Defaulting Owner specifying the respect or respects in which such repair or restoration is not proceeding diligently and, if, upon expiration of ten (10) days after the receipt of such notice, any such work of repair or restoration is not proceeding diligently, then the Creditor Owner may perform such repair and restoration and may take all appropriate steps to carry out the same; or (ii) in an Emergency Situation (other than an Emergency Situation involving solely an economic loss) the Creditor Owner may immediately perform such repair or restoration and may take all appropriate steps to carry out the same. The Creditor Owner, in so performing such repair and restoration shall, in accordance with **Article 17** hereof, be entitled to withdraw any Award and any other monies held by the Depositary as a result of any such taking, for application to the cost and expense of any such repair or restoration and shall also be entitled to reimbursement upon demand from Defaulting Owner for all costs and expenses incurred by Creditor Owner in excess of the Award and other monies.

13.4. Repair and Restoration by Both Owners. In the event of a taking other than (i) a temporary taking described in **Section 13.2** hereof; (ii) a taking described in **Section 13.3** hereof, or (iii) a taking of all or substantially all of the Building or Project Site, then, subject to the provisions of **Section 13.6** hereof, the Owners shall cooperate to repair and restore the remainder of the Building in accordance with plans and specifications (hereinafter described) approved by the Owner and its Mortgagee. Such repair and restoration shall be commenced and pursued to completion in as timely a manner as practicable under the circumstances and shall be performed by a contractor or contractors jointly selected by the Owners, subject to the approval of their respective Mortgagees except as hereinafter provided. In the event the Owners (with approval of their respective Mortgagees, when required above) fail to agree upon the selection of a contractor or contractors, the Owners shall request the advice of the Architect. If after receiving the Architect's advice, the Owners cannot agree on a contractor or contractors, each Owner shall designate a contractor it desires to have perform the required work with a description of such contractor's qualifications and a copy of such contractor's bid. The selection of a contractor or contractors shall be made by arbitration pursuant to **Article 11** hereof based upon the arbitrators' best judgment as to which of the designated contractors will provide the necessary quality work in a timely fashion at the best price. If such repair and restoration (A) is to be performed solely in the Commercial Building and (B) does not materially affect Residential Owner and does not constitute an Alteration, then the approval of Residential Owner (and approval by its Mortgagee) shall not be required with respect to the plans and specifications therefor, nor shall the consent of Residential Owner (and approval by its Mortgagee) be required with respect to the selection of a contractor. If such repair and restoration (A) is to be performed solely in the Residential Building and (B) does not materially affect Commercial Owner and does not constitute an Alteration, then the approval of Commercial Owner (and its Mortgagee) shall not be required with respect to plans and specifications therefor, nor shall the consent of Commercial Owner (or its Mortgagees) be required with respect to the selection of a contractor. The plans and specifications for such repair and restoration shall be prepared by an Architect, unless the Owners shall otherwise agree, all subject to the approval of their Mortgagees. Such plans and specification shall provide for repair and restoration of the remainder of the Building to form an architectural and functional whole with such changes in the Building as shall be required by reason of such taking. If, as a result of such taking, any Easements or covenants under this Agreement are extinguished or materially impaired, then changes shall be made to provide for easements of access, ingress and egress and use of Facilities and for furnishing of services comparable, to the extent commercially practicable, to Easements created under **Articles 2** and **3** hereof and for the furnishing of services under **Article 5** hereof. The Architect will furnish to each of the Owners (but only if and to the extent such Owner's approval is required) and the Mortgagees a set of such plans and specifications for their approval. Unless the Owners otherwise agree (subject to the approval of their respective Mortgagees), the contractor or contractors shall work under the supervision of the Architect, and the Architect is hereby authorized and directed to instruct the Depositary, from time to time, but only with the prior approval of the Owner or Owners in whose portion of the Project Site such repair and restoration is being performed and the Mortgagees, as such repair and restoration progresses, to disburse, in accordance with **Article 17** hereof, any Award paid to the Depositary for application to the cost and expense of such repair and restoration.

13.5. Excess Award. The Award for any taking described in **Section 13.4** shall first be used to pay for the repair and restoration (including any demolition, repair or restoration under **Section 13.6** hereof). Any excess of the Award over the cost of repair and restoration shall then be allocated to an Owner in the same

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ratio as the apportionment of the Award to parties with an interest in such Owner's portion of the Project Site in any judicial or administrative proceedings in connection with the taking, bears to the apportionment of the Award to the parties with an interest in the other Owner's portion of the Project Site; provided, however, that the right of the Owners to receive any such excess shall be subject to the rights of a Mortgagee holding a First Mortgage. If there is no apportionment in any judicial or administrative proceeding, the Owners shall petition for such apportionment, if possible. Otherwise, the Owners shall negotiate with one another in good faith to arrive at an allocation to each of such excess based upon the same general criteria that would have been used in such proceedings to apportion the Award. A failure to reach agreement shall constitute an Arbitrable Dispute.

13.6. **Demolition.** If, as a result of a taking (other than a temporary taking or a taking described in **Section 13.7** hereof), either Commercial Owner or Residential Owner reasonably determines that its portion of the Building no longer can be operated on an economically feasible basis for the uses permitted under this Agreement, then such Owner, subject to the prior written approval of its Mortgagee, shall not be obligated, except to the extent required by the zoning, to repair or restore its portion of the Building as may be required by **Sections 13.3 and 13.4** hereof. However, in such case, such Owner not repairing or restoring, shall demolish, repair or restore its portion of the Building to the extent, if any, as may be necessary to provide: (i) essential services or Structural Supports for the other portion of the Building, (ii) easements of access, ingress and egress and use of Facilities and for furnishing of services comparable, to the extent commercially practicable; (iii) the Easements created under **Articles 2 and 3** hereof, and (iv) for the furnishing of services under **Article 5** hereof. Such demolition, repair or restoration shall be deemed to be a repair or restoration to which the provisions of **Section 13.4** hereof are applicable.

13.7. **Allocation of Award.** In the event of a taking of all or substantially all of the Building or Project Site the Award for such taking shall be allocated to the Owners in accordance with the apportionment made in any final judicial or administrative proceedings in connection with the taking and paid to the Owners in accordance with said apportionment; provided, however, that the right of the Owners to receive any award and payment shall be subject to the provisions of **Section 20.11**.

13.8. **Priority of this Agreement Over the Act.** To the fullest extent permitted by law, the provisions of this **Article 13** shall be controlling over the provisions of the Act insofar as the provisions of the Act purport to limit (i) the obligation of the Unit Owners to repair or restore the Condominium Property in the event of a taking, or (ii) the use of the Award as provided in this **Article 13**.

ARTICLE 14 ALTERATIONS

14.1. **Permitted Alterations.**

(a) An Owner (hereinafter in this **Article 14**, "Altering Owner") may, at any time, at such Altering Owner's sole cost and expense, make additions, improvements or alterations (hereinafter in this **Article 14**, "Alterations") to the part of the Building within such Altering Owner's portion of the Project Site and to such Owner's exclusive easement areas (e.g., the Residential Exclusive Easement Premises, in the case of Residential Owner), provided that such Alterations comply with all of the provisions of this **Article 14**. Alterations shall include relocation of Facilities, which shall be permitted, subject to compliance with the conditions set forth in this **Article 14**. Subject to the provisions of **Section 5.8**, replacement of Facilities may be made by an Altering Owner without consent of the other Owner. The provisions of this **Article 14** governing Alterations do not negate or diminish other provisions of this Agreement having to do with additions, improvements or alterations expressly required or permitted in **Articles 4, 5, 6, 9 and 13** hereof, which are governed by such provisions unless also designated in such Articles as "Alterations" to be governed by **Article 14**. In making any Alterations, the Owners shall comply with the requirements of **Sections 2.17 and 3.9**.

(b) Alterations shall not be made without the prior written consent of the other Owner and its Mortgagee if such Alterations will:

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(i) during their performance or upon their completion, unreasonably diminish the benefits afforded to such other Owner by an Easement or unreasonably interrupt such other Owner's use or enjoyment of any Easement;

(ii) consist of drilling, coring, chopping, cutting or otherwise making any opening or hole into any Structural Supports; or

(iii) necessitate a change in the zoning applicable to the Project.

(c) In addition to the restrictions, in **Section 14.1(b)**, Residential Owner shall not make Alterations without the consent of Commercial Owner if such Alterations will:

(i) affect Commercial Owned Facilities, other than minimally;

(ii) necessitate the erection of additional columns, bearing walls, other structures upon or within the Commercial Parcel for the support of the Residential Building;

(iii) unreasonably burden the mechanical systems of the Commercial Building;

(iv) affect any Telecommunications Entry Areas or Telecommunication Equipment;

(v) alter the physical configuration of the entries or alter the appearance thereof, to a standard lower than the South Loop Standard; or

(vi) cause or create non-compliance or a violation of any applicable Laws by Commercial Owner or the Commercial Building, including, without limitation, the ADA.

(d) In addition to the restrictions in **Section 14.1(b)**, Commercial Owner shall not make any Alterations which will:

(i) affect Residential Owned Facilities or Residential Exclusive Easement Premises, other than minimally or incidentally without the prior written consent of Residential Owner;

(ii) unreasonably burden the mechanical systems of the Residential Building; or

(iii) alter the physical configuration of the entries or alter the appearance thereof to a standard lower than the South Loop Standard.

(e) If, at any time, the Altering Owner proposes to make any Alterations which require or could possibly require (in the Altering Owner's reasonable opinion or the reasonable opinion of the other Owner) the consent of the other Owner and its Mortgagee, then, before commencing or proceeding with such Alterations, the Altering Owner, at its own cost, shall deliver to such other Owner and its Mortgagees a copy of the plans and specifications showing the proposed Alterations and a reference to this **Section 14.1**. An Altering Owner may also at any time request confirmation from the other Owner that its consent is not required with respect to proposed Alterations, if such Alterations do not require their consent and such confirmation shall be given within thirty (30) days after an appropriately documented request is made. No response during such 30-day period shall be deemed confirmation. If such other Owner consents to such Alterations or does not respond within a reasonable time period after receipt of plans and specifications, the Altering Owner may proceed to make its Alterations substantially in accordance with said plans and specifications. The Owner whose consent is requested will not unreasonably delay its response, having in mind the scope and complexity of the proposed Alterations, and, in any event, shall make a good faith effort to respond to the Altering Owner within thirty (30) days after its receipt of said plans and specifications from the Altering Owner showing proposed Alterations. If, in the good faith opinion of the other Owner, the Altering Owner has violated or will violate the provisions of **Section 14.1**, then such Owner (the "Objecting Party")

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believing a violation exists shall notify the Altering Owner of its opinion that the Alterations or proposed Alterations violate or will violate the provisions of **Section 14.1** hereof, and shall specify the respect or respects in which its provisions are or will be violated. If an Objecting Party in good faith asserts a violation of **Section 14.1**, then the Altering Owner shall not commence with the Alterations or proceed with the Alterations, if already commenced, until the matter has been resolved (except in an Emergency Situation). In addition to any other legal or equitable rights or remedies to which the Objecting Party may be entitled by reason of an Altering Owner's violation or likely violation of the provisions of this **Section 14.1**, the Objecting Party shall be entitled to seek and obtain injunctive relief to enjoin any such violation.

(f) If any matter arises between the Altering Owner and the other Owner with respect to whether any Alterations or proposed Alterations violate the provisions of **Section 14.1**, then either Owner may submit such matter to the Architect for its advice, and the Architect shall render its opinion whether the Alterations or proposed Alterations violate the provisions of **Section 14.1(b); (c) or (d)** hereof.

(g) Each Altering Owner, in making Alterations, shall (i) perform all work in a good and workmanlike manner and in accordance with good construction practices; (ii) comply with all Laws, including, without limitation, the City of Chicago Building Code, and (iii) comply with all of the applicable provisions of this Agreement and if applicable, the Private Alley Easement Agreement. The Altering Owner shall, to the extent reasonably practicable, make Alterations within the Altering Owner's portion of the Project Site (including, with respect to Residential Owner, Alterations within the Residential Exclusive Easement Premises) in such a manner and at times so as to minimize any noise, vibrations, particulates and dust infiltration or other disturbance which would disturb an occupant or occupants of the Building within the Altering Owner's portion of the Project Site, but the Altering Owner shall not be liable in any event for damages as a result of any such disturbance (as opposed to physical damage to property) normally incidental to construction. The foregoing restriction on damages shall not restrict an Owner's right to seek and obtain injunctive relief from unreasonable disturbances, which shall not include normal construction activities in a mixed-use building. The Altering Owner shall be responsible for complying with and taking the actions required under **Section 2.17** or **3.9** (as the case may be) when applicable. An Altering Owner may perform work during any hours permitted by applicable Law. However, if requested by the other Owner who would otherwise suffer unreasonable disturbance and who pays all costs associated with work at times other than normal business hours, including overtime and delay costs, the Altering Owner shall not unreasonably refuse to perform work outside normal business hours.

14.2. **Building Permits.** Applications for building permits to make Alterations shall be filed and processed by the Altering Owner without the joinder of the other Owner in such application, unless the City of Chicago or other government agency having jurisdiction thereof requires joinder of the other Owner. An Altering Owner shall send copies of any building permits to the other Owner at such other Owner's request. If joinder by the Owner not making Alterations is so required, said Owner shall cooperate in executing such application or other instruments as may be necessary to obtain the building permit; provided, however, the Altering Owner shall indemnify and hold harmless such Owner from and against any and all loss, liability, claims, judgments, costs and expenses arising out of such Owner's execution of the application, permit or other instrument.

14.3. **No Liens.** An Owner performing any work required or provided for under this Agreement shall include in any construction contract a provision pursuant to which the contractor (i) recognizes the separate ownership of the Residential Building and the Commercial Building and agrees that any lien rights which the contractor or subcontractors have under the Mechanics' Liens Act set forth in Chapter 82 of the Illinois Revised Statutes (said Act and any successors thereto, the "Mechanics' Lien Act") shall only be enforceable against the portion of the Building or Project Site owned by the Altering Owner, or (ii) agrees that no lien or claim may be filed or maintained by such contractor or any subcontractors and agrees to comply with the provisions of **Section 21** (as the same may be modified, supplemented or replaced from time to time) of the Mechanics' Lien Act in connection with giving notice of such "no lien" provision.

ARTICLE 15 ESTOPPEL CERTIFICATES

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15.1. **Estoppel Certificates.** Each Owner and Parking Tenant shall, from time to time, within ten (10) days after written request from the other Owner, any prospective transferee of such Owner or any Mortgagee or prospective Mortgagee which has complied with the notice provisions of **Section 20.11(c)** hereof, execute, acknowledge and deliver to the requesting party, a certificate ("Estoppel Certificate") stating:

(i) That the terms and provisions of this Agreement are unmodified and are in full force and effect or, if modified, identifying such modifications;

(ii) Whether to the knowledge of the Owner (or Parking Tenant, as applicable) executing the Estoppel Certificate, there is any existing default under this Agreement (or grounds therefor after giving the requisite notice hereunder) by the requesting Owner and, if so, specifying the nature and extent thereof;

(iii) Whether there are any sums (other than those arising out of the normal course of operation of the Building within the previous ninety (90) days) which the Owner (or Parking Tenant, as applicable) executing such Estoppel Certificate is entitled to receive or demand from the requesting Owner and if there is any such sum, specifying the nature and amounts thereof;

(iv) Whether the Owner (or Parking Tenant, as applicable) executing the Estoppel Certificate has performed or is performing work other than services pursuant to **Article 5** hereof, the cost of which such Owner (or Parking Tenant, as applicable) is or will be entitled to charge in whole or in part to the requesting Owner under the provisions hereof, but has not yet charged to such requesting Owner and if there be any such work, specifying the nature and extent thereof and the projected amount to be paid by the requesting Owner;

(v) The nature and extent of any setoffs, claims, counterclaims or defenses then being asserted or capable of being asserted (after giving the requisite notice, if any, required hereunder), or otherwise known by the Owner (or Parking Tenant, as applicable), against the enforcement of the requesting Owner's rights hereunder;

(vi) The total amount of all liens being asserted or capable of being asserted (after giving the requisite notice, if any, required hereunder) by the Owner executing the Estoppel Certificate under the provisions of this Agreement describing the applicable provision or provisions and the details of any such lien claim;

(vii) Whether the Owner (or Parking Tenant, as applicable) executing the Estoppel Certificate has requested that a matter be submitted to arbitration, which matter has not been discharged, released or otherwise resolved, and if so, a copy of any such notice or notices shall be delivered with the Estoppel Certificate;

(viii) The nature of any arbitration proceeding or finding under **Article 11** made within the ninety (90) days preceding the date of such Estoppel Certificate;

(ix) The current address or addresses to which notices given to the Owner executing (or Parking Tenant, as applicable) such Estoppel Certificate are required to be mailed under **Article 15** hereof; and

(x) Such other facts or conclusions as may be reasonably requested. If the requesting party is a Mortgagee or prospective Mortgagee, the Owner on whose property it holds or intends to hold a Mortgage will be deemed the "requesting Owner." If the requesting party is a prospective transferee or lessee of an Owner, such Owner will be deemed the "requesting Owner."

ARTICLE 16 DEPOSITARY

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16.1. **Appointment of Depositary.** A depositary (the "Depositary") shall be appointed in the manner hereinafter provided to receive insurance proceeds and condemnation Awards, to disburse such monies and to act otherwise in accordance with the terms and provisions of this Agreement. At the election of any Owner's Mortgagee, such Mortgagee may serve as the Depositary for all proceeds and Awards attributable to such Owner's portion of the Project provided such Mortgagee is an Institutional Lender and agrees in writing to hold and disburse such amounts in trust for the Owners and in accordance with the terms of this Agreement. In such event, the "Depositary" shall collectively mean all parties acting in the capacity of Depositary hereunder. To the extent the Mortgagees do not elect to act, or are not permitted under this **Section 16.1** to act, as the Depositary, the Depositary shall be Near North National Title Corporation, Commonwealth Title Insurance Company, or a comparable title insurer with trust capacities with offices in Chicago, Illinois. The Depositary shall be entitled to receive from each of the Owners said Owner's equitable share of the Depositary's reasonable fees and expenses for acting as Depositary, and may retain said fees and expenses in trust, from monies held by it. Any Depositary appointed to act hereunder shall execute an agreement with the Owners accepting said appointment. The "Equitable Share" of any Owner of Depositary's fees and expenses shall be based upon the share of deposits held from time to time by Depositary from or on behalf of such Owner, and if fees are due the Depositary and no funds are then held by Depositary, a portion based upon the Architect's reasonable estimate of the value of each Owner's portion of the Project.

16.2. **Liability of Depositary.** The Depositary shall not be liable or accountable for any action taken or disbursement made in good faith by the Depositary, except that arising from its own negligence. The Depositary's reliance upon advice of independent competent counsel shall be conclusive evidence of good faith, but shall not be the only manner in which good faith may be shown. The Depositary shall have no affirmative obligation to prosecute a determination of the amount of, or to effect the collection of, any insurance proceeds or condemnation Award or Awards unless the Depositary shall have been given an express written authorization from the Owners; provided that if only one Owner is entitled to said insurance proceeds or condemnation Award or Awards, then said Owner may authorize the Depositary to so proceed. In addition, the Depositary may rely conclusively on any certificate furnished by the Architect to the Depositary in accordance with the provisions of **Section 17.1** hereof, and shall not be liable or accountable for any disbursement of funds made by it in reliance upon such certificate or authorization.

16.3. **Interest on Deposited Funds.** The Depositary shall have no obligation to pay interest on any monies held by it unless the Depositary shall have given an express written undertaking to do so; or, unless the Owners for whose benefit monies are being held have requested, and the Mortgagees of said Owners have concurred in connection with a specified deposit of funds with the Depositary, that the Depositary undertake to do so. However, if the monies on deposit are not held in an interest-bearing account pursuant to an agreement among the Depositary and the Owners, then the Depositary, within thirty (30) days after request from any of the Owners given to the Depositary shall purchase with such monies, to the extent feasible, negotiable United States Government securities payable to bearer and maturing within one (1) year from the date of purchase thereof, except insofar as it would, in the good faith judgment of the Depositary, be impracticable to invest in such securities by reason of any disbursement of such monies which the Depositary expects to make shortly thereafter, and the Depositary shall hold such securities in trust in accordance with the terms and provisions of this Agreement. Any interest paid or received by the Depositary on monies or securities held in trust, and any gain on the redemption or sale of any securities, shall be added to the monies or securities so held in trust by the Depositary. Unless the Depositary shall have undertaken to pay interest thereon, monies received by the Depositary pursuant to any of the provisions of this Agreement shall not be mingled with the Depositary's own funds and shall be held by the Depositary in trust for the uses and purposes herein provided.

16.4. **Indemnification of Depositary.** In consideration of the services rendered by Depositary, the Owners jointly and severally hereby agree to indemnify and hold harmless the Depositary from any and all damage, liability or expense of any kind whatsoever (including, but not limited to, reasonable attorneys' fees and expenses) incurred in the course of Depositary's duties hereunder or in the defense of any claim or claims made against Depositary by reason of its appointment hereunder, except where due to the negligence of the Depositary or actions not taken in good faith by the Depositary.

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16.5. **Resignation of Depositary.** The Depositary may resign by serving not less than thirty (30) days' prior written notice on all of the Owners and Mortgagees. Within thirty (30) days after receipt of such notice, the Owners jointly shall appoint a substitute who qualifies under **Section 16.1** hereof, and the Depositary shall transfer all funds, together with copies of all records, held by it as Depositary to such substitute, at which time its duties as Depositary shall cease. If the Owners shall fail to appoint a substitute within said thirty (30) days, the Depositary may deposit such funds with either a court of competent jurisdiction or with a bank or trust company in Chicago, Illinois, who qualifies under **Section 16.1** hereof.

ARTICLE 17 DISBURSEMENTS OF FUNDS BY DEPOSITARY

17.1. **Disbursement Requests.**

(a) Each request by the Architect acting pursuant to the provisions of this Agreement for disbursement of insurance proceeds, any Award or other funds for application to the cost of repair, restoration or demolition (the "work") shall be accompanied by a certificate (the "Architect's Certificate") of the Architect engaged by the Owner performing the work for the purpose of supervising the construction of said work, or by another Person having knowledge of the facts reasonably acceptable to the Owner and its Mortgagees, dated not more than ten (10) days prior to the date of the request for any such disbursement, stating the following in its professional judgment based on periodic observations of the work:

(i) That the sum requested has either (A) been or will be paid by or on behalf of an Owner (in which event the certificate shall name such Owner) or by or on behalf of both Owners (in which event the certificate shall specify the amount paid by each Owner), or (B) is justly due to contractors, subcontractors, materialmen, engineers, architects or other persons (whose names and addresses shall be stated) who have rendered or furnished certain services or materials for the work, such certificate shall also give a brief description of such services and materials and the principal subdivisions or categories thereof, the respective amounts so paid or due to each of said persons in respect thereof and shall state the progress of the work up to the date of said certificate and any other information required by the Mechanics' Liens Act and any title insurer affording coverage against mechanics' liens;

(ii) That the sum requested, plus all sums previously disbursed, does not exceed the cost of the work actually in place up to the date of such certificate plus the cost of materials supplied and actually stored on site;

(iii) That no part of the cost of the services and materials described in the certificate has been the basis of the withdrawal of any funds pursuant to any previous request or is the basis of any other pending request for funds; and

(iv) Other information which may from time to time reasonably be required by the Mortgagees.

(b) Upon:

(i) receipt of contractors' and subcontractors' sworn statements required under the Mechanics' Liens Act accompanied by partial or final waivers of lien, as appropriate, and any other information required by any title insurer affording coverage against mechanics' liens from the persons named in the sworn statement; and

(ii) approval by the title insurer and the Owners of the lien waivers and other documentation, and the willingness of the title insurer to issue an endorsement (satisfactory to the Owners) insuring over possible mechanics' lien claims relating to work in place and the continued priority of the liens in favor of the Mortgagees, the Depositary shall, out of the monies so held by the Depositary, pay or cause to be paid to the Owners, contractors, subcontractors, materialmen,

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engineers, architects and other persons named in the Architect's Certificate and contractors' and subcontractors' sworn statements the respective amounts stated in said certificate and statements due them. Notwithstanding the foregoing, any or all of the Owners or the Mortgagees or the Depository may require that disbursements be made through the usual form of construction escrow then in use in Chicago, Illinois, with such changes as may be required to conform to the requirements or provisions of this Agreement. The Depository may rely conclusively, with respect to the information contained therein, on any certificate furnished by the Supervising Architect to the Depository in accordance with the provisions of this **Section 17.1** and shall not be liable or accountable for any disbursement of funds made by it in reliance upon such certificate or authorization.

17.2. **No Lien or Consent by Contractor.** No contractor, subcontractor, materialman, engineer, architect or any other person whatsoever, other than the Owners and the Mortgagees, shall have any interest in or right to or lien upon any funds held by the Depository. The Owners, with the consent of the Mortgagees, may jointly at any time provide for a different disposition of funds than that provided for in this Agreement, without the necessity of obtaining the consent of any contractor, subcontractor, materialman, engineer, architect or any other person whatsoever. If at any time the Owners, with the consent of the Mortgagees, shall jointly instruct the Depository in writing with regard to the disbursement of any funds held by the Depository, then the Depository shall disburse such funds in accordance with said instructions and the Depository shall have no liability to anyone by reason of having so disbursed said funds in accordance with said instructions.

ARTICLE 18 ARCHITECT

18.1. **Appointment of Architect.** When an Architect's services are required under this Agreement, the Owners shall jointly appoint with the approval of the Mortgagees a firm consisting of both architects and engineers (or a firm of architects and a firm of engineers agreeing to act jointly hereunder) experienced in the design and operation of high-rise structures similar to the Project to serve under and pursuant to the terms and provisions of this Agreement (the "Architect"). The Architect shall, upon its appointment, execute an agreement with the Owners in a form mutually agreeable to the Owners and if no agreement can be reached then substantially in the form of The American Institute of Architects then standard form agreement between owners and architects for designated services, which agreement shall incorporate those services necessary to implement the provisions of this Agreement and shall provide that the Owners may cause the then serving Architect to be replaced without cause and without payment of any separate termination fee upon thirty (30) days' prior written notice. The Owners jointly may replace the Architect for any reason with the approval of the Mortgagees. If both Owners do not jointly desire to replace the Architect, then the Owner desiring replacement of the Architect shall serve notice upon the other Owner requesting the removal of the then-serving Architect, which notice shall set forth with specificity the basis for such request, including if applicable the respect or respects in which Architect shall have failed to perform diligently or competently. If in the opinion of the Owner receiving such notice it is not appropriate to replace the Architect, the Owner receiving such notice and objecting to the replacement of the Architect shall notify the other Owner of its objection in writing within fifteen (15) days after receipt of such notice from the requesting Owner. If, within ten (10) days after receipt by the Owner desiring to replace the Architect of such objection, the Owners do not resolve their differences, then the dispute shall be settled by arbitration pursuant to **Article 11** hereof. The Architect sought to be replaced may give evidence or otherwise participate in the arbitration proceeding, but said proceeding shall not serve any purpose other than the purpose of determining whether the Architect should be replaced. Any Architect acting hereunder shall have the right to resign at any time upon not less than sixty (60) days' prior written notice to the Owners.

18.2. **Notice of Submission of Dispute to Arbitration.** In any instance when the Architect serving pursuant to **Section 18.1** hereof is authorized by this Agreement to advise the Owners concerning any dispute or matter, an Owner involved in such dispute or matter may submit the same to the Architect. The Owner submitting such dispute or matter shall simultaneously give written notice of the submission of such dispute or matter to the other Owner. The Architect shall, except in an Emergency Situation, afford each Owner and any attorney or other representative designated by the Owner, an opportunity to furnish information or data or to present such party's views. The Architect shall not be liable for any advice given by it hereunder, or for any other action taken by it hereunder, in good faith and in the absence of negligence.

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18.3. **Replacement of Architect.** If any new Architect is appointed hereunder, and if the Architect being replaced is then engaged in the resolution of any dispute or matter theretofore submitted hereunder, or if the Architect being replaced is then engaged in the preparation of any plans and specifications or in the supervision of any work required hereunder or pursuant hereto, then, if the Owners so choose, the Architect being replaced shall continue to act as Architect with respect, and only with respect, to such pending dispute or the completion of such preparation of plans and specifications or supervision of any such work.

18.4. **Architect's Fees.** The Architect shall be paid a reasonable fee for any services rendered hereunder and shall be reimbursed for reasonable and necessary expenses incurred in connection therewith in each case in accordance with its agreement, and each Owner shall pay a share of such fees based upon the cost of the services rendered to its portion of the Project in proportion to the cost of the services to the Project. In this regard, in any instance when the Architect shall, in accordance with any of the provisions of this Agreement, render services in connection with the preparation of plans and specifications or the supervision or repair, restoration or demolition of the Project or any part thereof, the fees and expenses of the Architect shall be considered as costs and expenses of such repair, restoration or demolition, as the case may be, and shall be paid in the same manner as other costs and expenses of repair, restoration and demolition under the provisions of this Agreement pursuant to which the Architect is performing such services. If the Owner shall fail to pay its allocable share of any fees or expenses of the Architect within ten (10) days after receipt of any invoice therefor from the Architect, then the other Owner may pay the same and the Owner failing to pay shall, within ten (10) days after written demand for reimbursement, reimburse the other Owner for any such payment.

ARTICLE 19 NOTICES AND APPROVALS

19.1. **Notice to Parties.** Each notice, demand, request, consent, approval, disapproval, designation or other communication (all of the foregoing are herein referred to as a "notice") that an Owner is required, permitted or desired to give or make or communicate to the other Owner shall be in writing and shall be delivered by hand or sent (i) by a recognized overnight courier service, or (ii) by facsimile transmission (provided that the original of any notice sent by facsimile transmission shall be sent by an internationally recognized overnight courier service) and unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered if delivered by hand, or two (2) Business Days following deposit with an internationally recognized overnight courier service, or upon receipt if sent by facsimile with an original by an internationally recognized overnight courier service (provided that if said facsimile was received after 5:00 p.m. in the local time zone of the recipient on any Business Day, said notice shall not be deemed to have been received until the following Business Day), addressed in each case as follows, or to such address or other address as may be hereafter notified by such parties:

If to Commercial Owner:

Waterton Printers' Square, L.L.C.
c/o Waterton Associates
One North Franklin Street
Suite 1150
Chicago, Illinois 60606
Attention: David Schwartz

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with a copies to:

Levenfeld Pearlstein
2 North LaSalle Street, Suite 1300
Chicago, Illinois 60602
Attention : David B. Berzon, Esq.

and

any Mortgagee of the Commercial Property which has complied with the notice provisions of **Section 20.11** hereof; and in any event, so long as the following named entity (or its successors or assigns) is the Mortgagee of the Residential Property, or holds a First Mortgage in, or is the owner of, the Unsold Units, to:

Lehman Brothers Holdings, Inc.
399 Park Avenue, 8th Floor
New York, New York 10022

with a copy to:

Windels Marx Lane & Mittendorf, LLP
156 West 56th Street
New York, New York 10019
Attention: James Thomas, Esq..

If to Residential Owner:

Federal Street I, LLC
900 N. North Branch
Chicago, Illinois 60602
Attention: James D. Letchinger, Manager

with a copies to:

Wildman, Harrold, Allen & Dixon LLP
225 West Wacker Drive, Suite 3000
Chicago, Illinois 60606
Attention: Jeffrey P. Gray, Esq.

and

any Mortgagee of the Residential Property which has complied with the notice provisions of **Section 20.11** hereof.

If to Parking Tenant:

Printers Square Garage, LLC
900 N. North Branch
Chicago, Illinois 60602
Attention: James D. Letchinger, Manager

with a copy to

Wildman, Harrold, Allen & Dixon LLP
225 West Wacker Drive, Suite 3000
Chicago, Illinois 60606
Attention: Jeffrey P. Gray, Esq.

and to any Mortgagee which has complied with the notice provisions of **Section 20.11** hereof. An Owner may designate a different address or additional addresses from time to time, provided however it has given at least ten (10) days' advance notice of such change of address. Failure to give notices to an Owner's or Mortgagee's counsel identified above shall not render notice to an Owner or Mortgagee invalid or ineffective. If any of the aforesaid Owners shall cease to be the "Owner" of its respective portion of the Project Site, and the succeeding Owner of that portion of the Project Site shall fail to give a notice of change of address, then notices may be sent to any one of the following: (i) to the last Owner of record disclosed to the Owner giving

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notice; (ii) to "Owner of Record" at the street address for that Owner's portion of the Project Site as designated by the U.S. Postal Service (or by the successor of the U.S. Postal Service) or City of Chicago department or agency having jurisdiction over City of Chicago addresses, or (iii) to the grantee at the address shown in that last recorded conveyance of the portion of the Project Site in question.

19.2. **Multiple Owners.** Subject to **Section 19.3** and **Article 22** hereof, if at any time the interest or estate of Commercial Owner or Residential Owner shall be owned by more than one Person (hereinafter collectively referred to as "**Multiple Owners**"), the Multiple Owners shall give to the other Owner a written notice, executed and acknowledged by all of the Multiple Owners, in form proper for recording, which shall (i) designate one Person to whom shall be given, as agent for all of the Multiple Owners, all notices thereafter given to the Multiple Owners, and who shall have the right to act for all purposes as Commercial Owner or Residential Owner under this Agreement, and (ii) designate such Person as agent for the service of process in any action or proceeding, whether before a court or by arbitration, involving the determination or enforcement of any rights or obligations hereunder. Thereafter, until such designation is revoked (and a substitute agent appointed concurrently with such revocation) by written notice given by all of the Multiple Owners or their successors in interest, any notice, and any summons, complaint or other legal process or notice given in connection with an arbitration proceeding (which such summonses, complaints, legal processes and notices given in connection with arbitration proceedings are hereafter in this **Article 19** collectively referred to as "legal process"), given to, or served upon, such agent shall be deemed to have been given to, or served upon, each and every one of the Multiple Owners at the same time that such notice or legal process is given to, or served upon, such agent. If the Multiple Owners shall fail so to designate in writing one such agent to whom all notices are to be given and upon whom all legal process is to be served, or if such designation shall be revoked as aforesaid and a new agent is not designated, then any notice or legal process may be given to, or served upon, any one of the Multiple Owners as agent for all of the Multiple Owners and such notice or legal process shall be deemed to have been given to, or served upon, each and every one of the Multiple Owners at the same time that such notice or legal process is given to, or served upon, any one of them, and each of the Multiple Owners shall be deemed to have appointed each of the other Multiple Owners as agent for the receipt of notices and the service of legal process as stated above. The term "Multiple Owners" as used in this **Section 19.2** shall not include Unit Owners at any time the Residential Property or any portion thereof and the Commercial Property, or both of them, is subject to the Act; provided, however, that notice to or from such Unit Owner shall be governed by **Section 19.3**.

19.3. **Notices To and From Unit Owners.** Notwithstanding anything contained in **Section 19.2** to the contrary: (i) so long as the Residential Property or any portion thereof has been submitted to and remains subject to the Act, (A) Commercial Owner may, but shall not be obligated to, give personal notice to any Unit Owner provided, however, that notice to the Condominium Association for the Residential Property or such portion (as the case may be) shall hereby be deemed sufficient and effective notice to all Unit Owners, and (B) said Condominium Association alone shall be empowered to give notice on behalf of any or all such Unit Owners under this Agreement, which notice shall be binding on the Unit Owners; and (ii) so long as the Commercial Property or any portion thereof has been submitted to and remains subject to the Act, (A) Residential Owner may, but shall not be obligated to, give personal notice to any Unit Owner, provided, however, that notice to the Condominium Association for the Commercial Property or such portion (as the case may be) shall hereby be deemed sufficient and effective notice to all such Unit Owners, and (B) the Condominium Association alone shall be empowered to give notice on behalf of any or all Unit Owners under this Agreement, which notice shall be binding on the Unit Owners.

ARTICLE 20 GENERAL

20.1. **Cooperation of Owners.** In fulfilling obligations and exercising rights under this Agreement, each Owner shall cooperate with the other Owner to promote the efficient operation of each respective portion of the Building and the harmonious relationship between the Owners and to protect the value of each Owner's respective portion, estate or interest in the Building. To that end, each Owner shall share information which it possesses relating to matters which are the subject of this Agreement, except such information as such Owner may reasonably deem confidential or which may be the subject of litigation or which such Owner is prohibited from revealing pursuant to court order. From time to time after the date hereof, each Owner shall

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furnish, execute and acknowledge, without charge (except where elsewhere provided herein) such other instruments, documents, materials and information as the other Owner may reasonably request in order to confirm to such requesting Owner the benefits contemplated hereby, but only so long as any such request does not restrict or abridge the benefits granted the other Owner hereunder.

20.2. **Severability.** The illegality, invalidity or unenforceability under law of any covenant, restriction or condition or any other provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Agreement.

20.3. **Headings.** The headings of Articles and Sections in this Agreement are for convenience of reference only and shall not in any way limit or define the content, substance or effect of the Articles or Sections.

20.4. **Amendments to Agreement.** This Agreement may be amended or terminated only by an instrument signed by the then Commercial Owner and the then Residential Owner, and consented to by the Mortgagees. Any amendment to or termination of this Agreement shall be recorded in the Recorder's Office. So long as any portion of the Residential Property and the Commercial Property, or either of them, is submitted to the Act, the subject Condominium Association shall, by its authorized officers, execute all amendments to or any termination of this Agreement on behalf of all Unit Owners and Residential Owner (if the Residential Building has theretofore been submitted to the Act) and on all Unit Owners and Commercial Owner (if the Commercial Building has theretofore been submitted to the Act), as applicable, which amendments or termination shall be binding on all Unit Owners and Residential Owner (if the Residential Building has theretofore been submitted to the Act) and of all Unit Owners and Commercial Owner (if the Commercial Building has theretofore been submitted to the Act), as applicable. Notwithstanding anything contained in this **Section 20.4** to the contrary, so long as no Event of Default (as defined in the Parking Lease) is then continuing, and the Parking Lease is then in effect, no amendment or modification of this Agreement shall be valid or enforceable if and to the extent such amendment or modification would adversely affect the rights of the Parking Tenant as expressly provided for in this Agreement. The Owners hereby recognize, acknowledge and agree that, so long as the Parking Lease is in effect, the Parking Tenant is intended to be, and is, a direct beneficiary of the covenants provided in the immediately preceding sentence.

20.5. **Term.** The covenants, conditions and restrictions contained in this Agreement shall be enforceable by the Owner and its respective successors and assigns for the term of this Agreement, which shall be perpetual (or if the law provides for a time limit on any covenant, condition or restriction, then such covenant, condition or restriction shall be enforceable for such shorter period), subject to amendment or termination as set forth in **Section 20.4**. If the law provides for such shorter period, then upon expiration of such shorter period, said covenants, conditions and restrictions shall be automatically extended without further act or deed of the Owners, except as may be required by law, for successive periods of twenty (20) years, subject to amendment or termination as set forth in **Section 20.4**. If and to the extent that any of the covenants, easements or other provisions of this Agreement would otherwise be unlawful or void for violation of (i) the rule against perpetuities; (ii) the rule restricting restraints on alienation, or (iii) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants, easements or other provisions may be valid, then the provision concerned shall continue and endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of Richard M. Daley, Mayor of the City of Chicago, living on the date this Agreement is recorded in the Recorder's Office.

20.6. **Abandonment of Easements.** Easements created hereunder shall not be presumed abandoned by non-use or the occurrence of damage or destruction of a portion of the Building subject to an Easement unless the Owner benefited by such Easement states in writing its intention to abandon the Easement provided the consent of the Mortgagees shall also be required with respect to any such abandonment.

20.7. **Applicable Laws.** The parties hereto acknowledge that this Agreement and all other instruments in connection herewith have been negotiated, executed and delivered in the City of Chicago, County of Cook and State of Illinois. This Agreement and said other instruments shall, in all respects, be

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governed, construed, applied and enforced in accordance with the laws of the State of Illinois, including without limitation, matters affecting title to all real property described herein.

20.8. **Signage.** Except as otherwise approved in writing by Commercial Owner which consent shall not be unreasonably withheld or delayed, exterior signage for the Residential Building and the occupants of the Residential Building (other than directional signs and signs identifying the Project by name) to be erected or installed by or on behalf of Residential Owner or its Permittees shall only be located in the areas identified in the Survey or in the signage criteria attached hereto as **Exhibit E** and shall otherwise comply with the requirements and limitations forth in **Exhibit E** with respect to size, number and character. Except as specifically provided in the foregoing sentences or with the prior written consent of Commercial Owner, there shall be no banners, temporary signs or similar types of signage on or visible from the exterior of the Building; provided, however, Residential Owner shall have the right, from time to time, for a period of three (3) years after the date this Agreement is recorded in the Recorder's Office to install signage advertising the sale of Residences, so long as such signage complies with Laws and does not exceed three (3) total signs (some or all of which may be banner-style signs) and which signs may be placed on the exterior of the buildings in such locations as may be reasonably approved by Commercial Owner, such approval not to be unreasonably withheld, conditioned, or delayed. The contents, color and appearance of exterior signs to be erected or installed by or on behalf of Residential Owner or its Permittees shall be consistent with the South Loop Standard. Commercial Owner shall have the right to locate exterior signage for the Commercial Building on any portion of the Commercial Building and on the Roof, subject to applicable Laws. Each Owner shall be responsible for assuring that its signs comply with the requirements of **Exhibit E, Section 2.7** and this **Section 20.8**. In the event of any dispute as to whether any exterior sign is appropriate under the criteria of this Agreement the question may be submitted by any party hereto to the Architect for his determination, which determination shall be final and binding.

20.9. **No Third-Party Beneficiary.** This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary (except the Mortgagees) under any Laws or otherwise; provided, however, so long as no Event of Default (as defined in the Parking Lease) is then continuing, and the Parking Lease is in effect, the Parking Tenant is intended to be, and is, a direct beneficiary as, and to the extent, expressly set forth in **Sections 5.3, 9.3A** and **20.4** of this Agreement.

20.10. **Incorporation.** Each provision of the Recitals to this Agreement and each Exhibit and Appendix attached hereto is hereby incorporated in this Agreement and is an integral part hereof.

20.11. **Notice to Mortgagees; Rights of Mortgagee.**

(a) The term "Mortgage" as used herein shall mean any mortgage, including leasehold mortgages; (or any trust deed) given primarily to secure the repayment of money owed by the mortgagor (or by one of its partners, and constituting a lien on all or a substantial portion of the real property encumbered thereby). The term "Mortgagee" as used herein shall mean any Institutional Lender that is the holder from time to time of any such Mortgage (or the beneficiary under any such trust deed). The term "First Mortgage", as used herein, shall mean any first Mortgage against the Residential Property or the Commercial Property, or any respective parts thereof, including any first Mortgage against Unsold Units. Notwithstanding anything contained in this **Section 20.11** to the contrary, "First Mortgage" does not include a mortgage encumbering a Unit made by a Unit Owner other than the above-named Residential Owner or the above-named Commercial Owner, as the case may be, or any person or entity succeeding the above-named Residential Owner as the Developer (as defined in the Act) of all of the Residential Parcel, or any person or entity succeeding the above-named Commercial Owner as the Developer of all of the Commercial Parcel, as the case may be.

(b) Except to the extent expressly provided herein to the contrary, any Mortgage covering any portion of any Parcel shall be subject and subordinate to the terms and provisions of this Agreement and each party shall, if there are any prior Mortgages encumbering its Parcel, obtain the necessary consents from any holder of such a Mortgage in order to subordinate the Mortgage to this Agreement and any amendments hereto.

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(c) If an Owner's Mortgagee shall have served on the other Owner, by personal delivery or by registered or certified mail return receipt requested, a written notice specifying the name and address of such Mortgagee, such Mortgagee shall be given a copy of each and every notice required to be given by one party to the other at the same time as and whenever such notice shall thereafter be given by one Owner to the other Owner, at the address last furnished by such Mortgagee, and in the case of notices identifying a failure of performance by an Owner, said Owner's Mortgagee shall have the right, but not the obligation, to perform said obligations on behalf of said Owner, and such performance shall have the same effect under this Agreement as though the obligation had been performed by said Owner at the time actually performed by said Owner's Mortgagee. Any Mortgagee as of the date this Agreement is recorded in the Recorder's Office shall be deemed to have properly delivered to the Owners a written notice specifying its name and address. After receipt of such notice from a Mortgagee, no notice thereafter given by either party shall be deemed to have been given unless and until a copy thereof shall have been so given to the Mortgagee. If a Mortgagee so provides or otherwise requires, and notice thereof is given by the Mortgagee as provided above:

(i) the proceeds of any claim under an insurance policy or condemnation Award required to be delivered to an Owner shall, upon notice from a Mortgagee, be delivered to such Owner's Mortgagee to be disbursed by the Mortgagee to the Depository in accordance with the provisions of this Agreement (or at said Mortgagee's election, to be held and disbursed by said Mortgagee as though said Mortgagee were the Depository, in accordance with and subject to the terms and provisions of this Agreement); and

(ii) if an Owner shall fail to appoint an arbitrator or otherwise take any action as may be required or permitted under this Agreement with respect to arbitration, such appointment or action as otherwise would have been permitted by that Owner may be taken by its Mortgagee and such appointment and action shall be recognized as though the action had been taken by the first Owner at the time the action was actually taken by said Owner's Mortgagee.

(d) Notwithstanding anything to the contrary specified in this Agreement (including this **Section 20.11**), no Owner need give any notice to more than two Mortgagees or any mortgagee or trustee under a mortgage or trust deed other than a "Mortgage" as defined in paragraph (a) above.

20.12. Coordination with Commercial Building Tenants. Unless Commercial Owner otherwise agrees in writing in each case, and except in an Emergency Situation, Commercial Owner shall coordinate all requests and contacts between Residential Owner and tenants of the Commercial Building relating to the enjoyment of any Easements or the exercise of any rights or benefits granted under this Agreement or with respect to any other matters arising under or pursuant to this Agreement, provided, however, any such coordination shall not render Commercial Owner liable either to such tenants of the Commercial Building or Residential Owner for acts of either other party.

20.13. Waiver of Mechanic's Liens by Owners. The Owners do hereby fully and completely waive and release, for themselves, their successors and assigns, any and all claim of, or right to, liens, which the Owner may have under the Illinois Mechanic's Lien Act against, or with respect to the Property or improvements owned by the other Owner or any part thereof, or with respect to the estate or interest of any person whatsoever in the Property or improvements owned by the other Owner, or any part thereof, or with respect to any material, fixtures, apparatus, or machinery furnished or to be furnished thereto pursuant to this Agreement, by the Owner, its successors, assigns, materialmen, contractors, subcontractors, or subcontractors, of any labor, services, material, fixtures, apparatus, machinery, improvements, repairs or alterations in connection with the Property or the improvements thereon, other than with respect to any of the foregoing furnished pursuant to **Article 4** or **Article 5** of this Agreement. The parties agree that the legal effect of this Agreement is that no mechanic's lien or claim may be filed or maintained by any Owner under the Illinois Mechanic's Lien Act with respect to that portion of the Property or improvements owned by the other Owner, except as set forth above with regard to **Articles 4** and **5** of this Agreement. The provisions of this **Section 20.13** are not intended to waive any lien created under **Article 10**.

20.14. Binding Effect. The Easements created hereunder shall not be presumed abandoned by non-use or the occurrence of damage or destruction of a portion of the Improvements subject to an Easement

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unless the Owner benefited by such Easement states in writing its intention to abandon the Easement, provided that any abandonment of an Easement shall not relieve an Owner of any of its obligations under this Agreement except as they relate to such Easement.

20.15. **Consents.** All consents and approvals of any of the Owners or the Mortgagees shall not be unreasonably withheld or delayed. Any disapproval of or failure to consent to any matter hereunder shall be in writing and shall state in reasonable detail the reason or reasons therefor.

20.16. **No Merger.** Notwithstanding any ownership, directly or indirectly, in all or any portion of the Commercial Property, or the Residential Property in one person or entity, it is the intent and understanding that all such properties and estates shall remain separate and distinct from each other and shall not be merged into such other estates and properties by reason of such common ownership. A merger of any of such estates and properties can only be effected by a written instrument signed by the then owner of such estates and properties and by each mortgagee of such estates and properties and recorded in the office of the Recorder.

20.17. **Rights of Mortgagee to Cure.** Each Mortgagee is given the right, but not the obligation, to act on behalf of the Owner whose interest is mortgaged to it, to cure defaults of such Owner within any applicable cure period set forth herein, and each Owner agrees to accept performance by such Mortgagee.

ARTICLE 21 LIMITATION OF LIABILITY

21.1. **Limitation of Liability.** Notwithstanding anything in this Agreement to the contrary, the liability under this Agreement of an Owner shall be limited to and enforceable solely against the assets of such Owner constituting an interest in the Property or Owned Facilities (including insurance and condemnation proceeds attributable to the Property and Owned Facilities and including, where the Owner is a trustee of a land trust, the subject matter of the trust) and no other assets of such Owner, except as hereinafter provided in this **Section 21.1** and in **Sections 10.1** and **10.2**. The assets of an Owner which is a partnership or a limited liability company do not include the assets of the partners or members of such partnership or limited liability company, and negative capital account of a partner or members in a partnership or a limited liability company which is an Owner and an obligation of a partner or members to contribute capital to the partnership or a limited liability company which is an Owner shall not be deemed to be assets of the partnership or limited liability company which is an Owner. At any time during which an Owner is trustee of a land trust, all of the covenants and conditions to be performed by it hereunder are undertaken solely as trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against it or any of the beneficiaries under said trust agreement by reason of any of the covenants or conditions contained herein.

21.2. **Transfer of Ownership.** If an Owner shall sell, assign, transfer, convey or otherwise dispose of its portion of the Property (other than as security for a loan to such Owner), then (i) such Owner shall be entirely freed and relieved of any and all covenants and obligations arising under this Agreement which accrue under this Agreement from and after the date such Owner shall so sell, assign, transfer, convey or otherwise dispose of its interest in such portion of the Property, and (ii) the Person who succeeds to Owner's interest in such portion of the Property shall be deemed to have assumed any and all of the covenants and obligations arising under this Agreement of such Owner theretofore accruing or which accrue under this Agreement from and after the date such Owner shall so sell, assign, transfer, convey or otherwise dispose of its interest in such Property.

ARTICLE 22 CONDOMINIUM ASSOCIATION ACTING FOR UNIT OWNERS

So long as the Residential Property, or any portion thereof, is subject to the provisions of the Act, then, except as otherwise expressly provided under this **Article 22**, all rights, Easements and benefits under this Agreement appurtenant to or enjoyed by the Condominium Property shall be exercised by the Condominium Association on behalf of the Unit Owners, except for Easements which by their nature are

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exercisable only by Unit Owners individually. Any action to enforce or defend rights, obligations, Easements, burdens and benefits under this Agreement on behalf of the Unit Owners or the Mortgagees of the Unit Owners or the Condominium Association shall, except as otherwise expressly provided under this **Article 22**, be taken on behalf of all Unit Owners and the Mortgagees of the Unit Owners and the Condominium Association solely by the Condominium Association by its duly authorized officers acting pursuant to authority granted by law, the Condominium Agreement or resolution of the board of managers of the Condominium Association. Except as otherwise noted herein, any requirement for any Unit Owner or Mortgagee of any Unit Owner to furnish a notice or deliver a document may also be performed by the Condominium Association of which such Unit Owner is a member. No Unit Owner or group of Unit Owners or group of the respective Mortgagees of a group of Unit Owners shall have the right to take any action under this Agreement or to enforce any of the rights, Easements or privileges granted by this Agreement for the benefit of the Residential Property or any part thereof. Notwithstanding anything contained in this **Article 22** to the contrary, so long as Residential Owner's Mortgagee is the Mortgagee of the Residential Property or holds a First Mortgage in, or is the owner of, the Unsold Units: (i) Residential Owner's Mortgagee shall be designated, and be deemed to have been designated, by the Condominium Association as the insurance trustee pursuant to the Act for purposes of holding any insurance proceeds for the Unit Owners and other secured parties of the Residential Property, in accordance with the Act; and (ii) Residential Mortgagee shall continue to have the right to select the Escrowee, subject to Commercial Owner's consent, such consent not to be unreasonably withheld.

Subject to **Article 21** and **Section 10.11**, all obligations of Residential Owner under this Agreement shall be the joint and several obligations of the both Condominium Association and the Unit Owners; provided, however, that no individual Unit Owner (or the Mortgagees of the Unit Owners) shall be liable for any obligation of Residential Owner in excess of a percentage of such liability equal to the percentage interest in the Common Elements in the Condominium Property attributable to such Unit Owner's Unit as shown in the Condominium Agreement. Upon payment of such amount for which a Unit Owner may be liable, (i) any lien arising against such Unit Owner's Unit on account of such claim shall be deemed released against such Unit Owner's Unit without further act or deed by any such Unit Owner, and (ii) upon the written request of such Unit Owner and at the expense of such Unit Owner, Commercial Owner shall deliver to such Unit Owner, an instrument evidencing the release of such lien, but only with respect to said Unit Owner's Unit. When a Unit is owned by more than one "person" (as defined in the Condominium Act), the liability of such person for any claim against the Unit shall be joint and several. Notices under **Section 19.3** to a Unit Owner or Units Owner(s) shall be effective if given either to the Condominium Association or to Unit Owners, and notices from a Unit Owner or Unit Owner shall be given by the Condominium Association. If, at any time, the Residential Property or any portion(s) thereof have been submitted to the Act and are subject to more than one Condominium Agreement so that those portions of the Residential Property are being administered by more than one Condominium Association, then, for purposes of this **Article 22**, "Condominium Association" shall mean each of the respective Condominium Associations administering such portions of the Residential Project. Notwithstanding anything contained in this Agreement to the contrary, if, at any time, the Commercial Property or any portion thereof is subject to the provisions of the Act, the Commercial Property and the portions of the Commercial Property described as a "Unit" pursuant to the Act shall be entitled to the rights, and subject to the obligations, restrictions and limitations similar to the respective rights and obligations, restrictions and limitations as pertaining, and as are established pursuant to this Agreement with respect to, the Residential Property if the Residential Property, or any portion thereof, is subject to the provisions of the Act. In such event, the Commercial Property or such portion, as the case may be, shall be considered the "Condominium Property" for purposes of this Agreement.

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SIGNATURE PAGE FOLLOWS]


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Commercial Owner:

WATERTON PRINTERS' SQUARE, L.L.C.,
a Delaware limited liability company

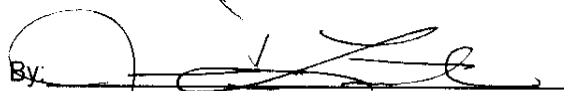
By: Waterton PS Managers, L.L.C.,
a Delaware limited liability company,
its Managing Member

By: Waterton Associates, L.L.C.,
an Illinois limited liability company,
its Managing Member

By: 
Name: MARC SIERDLOW
Title: Executive Vice President

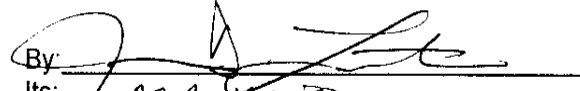
Residential Owner:

FEDERAL STREET I LLC, a Delaware limited
liability company

By: 
Its: MANAGER

Parking Tenant:

PRINTERS SQUARE GARAGE, LLC, an Illinois
limited liability company

By: 
Its: MANAGER

Property of Cook County Clerk's Office

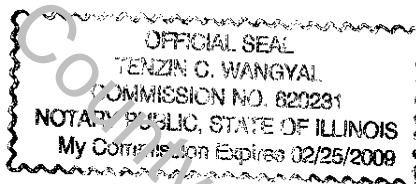
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STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, Tenzin Wangyal, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Marc Swerdlow, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Executive Vice President of Waterton Associates, L.L.C., an Illinois limited liability company ("Associates"), the Managing Member of Waterton PS Managers, L.L.C., a Delaware limited liability company ("Managers") which is the Managing Member of Waterton Printers' Square, L.L.C., a Delaware limited liability company ("Printers"), appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of Associates, Managers and Printers, and each of them, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21 day of January, 2006.

Tenzin C Wangyal
Notary Public



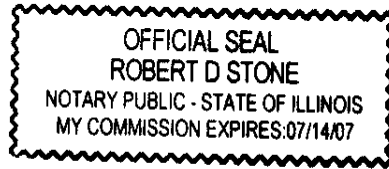
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STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

I, Robert D. Stone, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that James D. Lehdinger, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Manager of Federal Street I LLC, a Delaware limited liability company (Company"), appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of the Company, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of February, 2006.

Robert D. Stone
Notary Public



Property of Cook County Clerk's Office

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EXHIBIT A

Legal Description of Land

Parcel 1:

Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Parcel 2:

Lot 2, Lot 5 (except the West 5.64 feet of the North ½ thereof), Lots 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in the School Section Additional to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

Easement appurtenant to and for the benefit of Lots 2, 5, 8, 11, 14 and 17 in Parcel 2 aforesaid (except that part thereof falling private alley) for ingress and egress as set forth in Agreement recorded as document 5556380 and in Agreement recorded as document 13016949 over and upon the North and South private alley running across the rear of Lots 2, 5, 8, 11, 14 and 17 in Goodhue's Subdivision of Block 126 aforesaid, in Cook County, Illinois.

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UNOFFICIAL COPY**EXHIBIT B****Legal Description of Commercial Parcel****COMMERCIAL**

600 South Federal and 620 South Federal Building

That part of the following 2 parcels taken as a tract; lying above a horizontal plane of 17.75 feet above Chicago City Datum.

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract being described as follows; beginning at the Northeast corner of said tract; Thence South 00° 00' 00" West along the East line of said tract 200.23 feet; Thence North 89° 48' 50" West 99.88 feet to the West line of said tract; Thence North 00° 00' 18" West along said West line 200.29 feet to the Northwest corner of said tract; Thence South 89° 46' 41" East along said North line 99.90 feet to the point of beginning, in Cook County, Illinois.

Commercial

640 South Federal Building (Floors 1 to 3)

That part of the following 2 parcels taken as a tract lying above a horizontal plane of 17.75 feet above Chicago City Datum; and lying below a horizontal plane of 57.72 feet above Chicago City Datum.

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically, described as; Commencing at the Northeast corner of said tract; Thence South 00° 00' 00" East along the East line of said tract 223.74 feet to the point of beginning; Thence continue South 00° 00' 00" East along said East line 99.95 feet; Thence North 89° 48' 06" West 99.87 feet to the West line of said tract; Thence North 00° 00' 18" West along said West line 100.13 feet; Thence South 89° 41' 47" East 99.88 feet to the point of beginning (except therefrom that part - East Entry - lying above a horizontal plane of 14.06 feet above Chicago City Datum and lying below a horizontal plane of 33.53 feet above Chicago City Datum and falling with the boundaries projected vertically described as; commencing at the Northeast corner of said tract; Thence South 00° 00' 00" East along the East line of said tract 266.30 feet to the point of beginning; Thence North 89° 58' 50" West 2.92 feet; Thence South 00° 01' 10" West 0.39 feet; Thence North 89° 58' 50" West 10.17 feet; Thence North 00° 01' 10" East 1.14 feet; Thence South 89° 58' 50" East 2.29 feet; Thence North 00° 01' 10" East 4.95 feet; Thence North 89° 58' 50" West 5.75 feet; Thence South 00° 01' 10" West 4.44 feet; Thence North 89° 58' 50" West 1.45 feet; Thence South 00° 01' 10" West 10.73 feet; Thence North 89° 58' 50" West 4.59 feet; Thence South 00° 01' 10" West 6.08 feet; Thence South 89° 58' 50" East 9.29 feet; Thence North 00° 01' 10" East 1.26 feet; Thence South 89° 58' 50" East 10.38 feet; Thence South 00° 01' 10" West 0.39 feet; Thence South 89° 58' 50"

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Said part of said tract falling within the boundaries projected vertically described as; Commencing at the Northeast corner of said tract; Thence South 00° 00' 00" East along the East line of said tract 266.30 feet; Thence North 89° 58' 50" West 2.92 feet; Thence South 00° 01' 10" West 0.39 feet; Thence North 89° 58' 50" West 10.17 feet; Thence North 00° 01' 10" East 1.14 feet; Thence South 89° 58' 50" East 2.29 feet; Thence North 00° 01' 10" East 4.95 feet; Thence North 89° 58' 50" West 5.75 feet; Thence South 00° 01' 10" West 4.44 feet; Thence North 89° 58' 50" West 1.45 feet to the point of beginning; Thence South 00° 01' 10" West 10.73 feet; Thence North 89° 58' 50" West 15.12 feet; Thence North 00° 01' 10" East 11.43 feet; Thence South 89° 58' 50" East 15.12 feet; Thence South 00° 01' 10" West 0.70 feet to the point of beginning, in Cook County, Illinois.

Description For

640 South Federal Building (West Stairwell)

That part of the following 2 parcels taken as a tract lying above a horizontal plane of 57.72 feet above Chicago City Datum and lying below a horizontal plane of 119.72 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as; Commencing at the Northwest corner of said tract, Thence South 00° 00' 18" East along the West line of said tract 304.04 feet; Thence North 89° 59' 42" East 18.48 feet; Thence North 00° 01' 10" East 13.59 feet; Thence South 89° 58' 50" East 3.48 feet; Thence North 00° 01' 10" East 6.70 feet; Thence North 89° 58' 50" West 3.78 feet; Thence North 00° 00' 00" East 10.17 feet to the point of beginning; Thence North 90° 00' 00" East 9.34 feet; Thence South 00° 01' 10" West 0.76 feet; Thence South 89° 58' 50" East 9.57 feet; Thence North 00° 01' 10" East 9.64 feet; Thence North 89° 51' 48" West 18.92 feet; Thence South 00° 00' 00" East 8.93 feet to the point of beginning, in Cook County, Illinois.

Description For

640 South Federal Building (Freight Elevator)

That part of the following 2 parcels taken as a tract lying above a horizontal plane of 57.72 feet above Chicago City Datum and lying below a horizontal plane of 119.72 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Northwest corner of said tract; Thence South 00° 00' 18" East along the West line of said tract 304.04 feet; Thence North 89° 59' 42" East 18.48 feet; Thence North 00° 01' 10" East 13.59

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feet; Thence South 89° 58' 50" East 3.48 feet; Thence North 00° 01' 10" East 6.70 feet to the point of beginning; Thence North 89° 58' 50" West 3.78 feet; Thence North 00° 00' 00" East 10.17 feet; Thence North 90° 00' 00" East 9.34 feet; Thence South 00° 01' 10" East 10.17 feet; Thence North 89° 58' 50" West 5.56 feet to the point of beginning) in Cook County, Illinois.

Commercial

680 South Federal Building (1st Floor)

That part of the following 2 parcels taken as a tract lying above a horizontal plane of 17.75 feet above Chicago City Datum; and lying below a horizontal plane of 33.53 feet above Chicago City Datum.

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically, described as; Commencing at the Northeast corner of said tract; Thence South 00° 00' 00" East along the East line of said tract 347.20 feet to the point of beginning; Thence continue South 00° 00' 00" West along said East line 99.90 feet; Thence North 89° 45' 35" West 100.06 feet to the West line of said tract; Thence North 00° 00' 18" West along said West line 49.80 feet; Thence South 89° 50' 43" East 0.20 feet; Thence North 00° 00' 18" West along the West line of said tract 50.03 feet; Thence South 89° 48' 06" East 99.87 feet to the point of beginning.

(except therefrom that part - East Entry - lying above a horizontal plane of 14.06 feet above Chicago City Datum and lying below a horizontal plane of 33.53 feet above Chicago City Datum and falling within the boundaries projected vertically described as commencing at the Northeast corner of said tract; Thence South 00° 00' 00" East along the East line of said tract 389.72 feet to the point of beginning; Thence South 89° 59' 13" West 2.85 feet; Thence South 00° 00' 47" East 0.30 feet; Thence South 89° 59' 13" West 10.32 feet; Thence North 00° 00' 47" West 1.03 feet; Thence North 89° 59' 13" East 5.05 feet; Thence North 00° 00' 47" West 4.30 feet; Thence South 89° 59' 13" West 8.24 feet; Thence South 00° 00' 47" East 4.20 feet; Thence South 89° 59' 13" West 2.84 feet; Thence North 00° 00' 47" West 1.30 feet; Thence South 89° 59' 13" West 3.63 feet; Thence South 00° 00' 47" East 7.30 feet; Thence North 89° 59' 13" East 4.58 feet; Thence South 00° 00' 47" East 10.88 feet; Thence North 89° 59' 13" East 5.02 feet; Thence North 00° 00' 47" West 1.20 feet; Thence North 89° 59' 13" East 10.38 feet; Thence South 00° 00' 47" East 0.29 feet; Thence North 89° 59' 13" East 2.85 feet to the East line of said tract; Thence North 00° 00' 00" East along said East line 14.64 feet to the point of beginning.

And also except therefrom - East Elevator - that part thereof lying above a horizontal plane of 17.75 feet above Chicago City Datum and lying below a horizontal plane of 33.53 feet above Chicago City Datum and falling within the boundaries projected vertically described as commencing at the Northeast corner of said tract; Thence South 00° 00' 00" East along the East line of said tract 389.72 feet; Thence South 89° 59' 13" West 2.85 feet; Thence South 00° 00' 47" East 0.30 feet; Thence South 89° 59' 13" West 10.32 feet; Thence North 00° 00' 47" West 1.03 feet; Thence North 89° 59' 13" East 5.05 feet; Thence North 00° 00' 47" West 4.80 feet; Thence South 89° 59' 13" West 8.24 feet; Thence South 00° 00' 47" East 4.20 feet; Thence South 89° 59' 13" West 2.84 feet; Thence North 00° 00' 47" West 1.30 feet; Thence South 89° 59' 13" West 3.63 feet to the point of beginning; Thence South 00° 00' 47" East 7.30 feet; Thence South 89°

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COMMERCIAL PROPERTY

59' 13" West 10.45 feet Thence North 00° 00' 47" West 7.30 feet; Thence North 89° 59' 13" East 10.45 feet to the point of beginning, in Cook County, Illinois.

And Also Except Therefrom

680 South Federal - East Stairwell

That part of the following 2 Parcels taken as a tract lying above a horizontal Plane of 17.75 feet above Chicago City Datum and lying below a horizontal plane of 33.53 ft. above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Northeast corner of said tract; Thence South 00° 00' 00" East along the East line of said tract 389.72 feet; Thence South 89° 59' 13" West 2.85 feet; Thence South 00° 00' 47" East 0.30 feet; Thence South 89° 59' 13" West 10.32 feet; Thence North 00° 00' 47" West 1.03 feet; Thence North 89° 59' 13" East 5.05 feet; Thence North 00° 00' 47" West 4.80 feet; Thence South 89° 59' 13" West 8.24 feet; Thence South 00° 00' 47" East 4.20 feet; Thence South 89° 59' 13" West 2.84 feet; Thence North 00° 00' 47" West 1.30 feet; Thence South 89° 59' 13" West 3.63 feet; Thence South 00° 00' 47" East 7.30 feet to the point of beginning; Thence South 89° 59' 13" West 10.45 feet; Thence South 00° 00' 47" East 10.88 feet; Thence North 89° 59' 13" East 15.03 feet; Thence North 00° 00' 47" West 10.88 feet; Thence South 89° 59' 13" West 4.58 feet to the point of beginning, in Cook County, Illinois.

Commercial

680 South Federal Building - Roof

That part of the following 2 Parcels taken as a tract lying above a horizontal plane of 131.72 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Northeast corner of said tract; Thence South 00° 00' 00" East along said East line 347.20 feet to the point of beginning; Thence continue South 00° 00' 00" East along said East line 99.90 feet; Thence North 89° 45' 35" West 100.06 feet; to the West line of said tract; Thence North 00° 00' 18" West along said West line 49.80 feet; Thence South 89° 50' 43" East 0.20 feet; Thence North 00° 00' 18" West along the West line of said tract 50.03 feet; Thence South 89° 48' 06" East 99.87 feet to the point of beginning, in Cook County, Illinois.

680 South Federal Building - West Stairwell

Gremley & Biedermann

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COMMERCIAL PROPERTY

That part of the following 2 Parcels taken as a tract lying above a horizontal plane of 33.53 feet above Chicago City Datum and lying below a horizontal plane of 131.72 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Southwest corner of said tract; Thence North $00^{\circ} 00' 18''$ West along the West line of said tract 346.74 feet; Thence North $89^{\circ} 09' 35''$ East 18.49 feet to the point of beginning; Thence North $89^{\circ} 09' 35''$ East 18.53 feet; Thence South $00^{\circ} 50' 25''$ East 8.22 feet; Thence South $89^{\circ} 09' 35''$ West 18.64 feet; Thence North $00^{\circ} 06' 21''$ West 8.22 feet to the point of beginning, in Cook County, Illinois.

680 South Federal Building - Freight Elevator

That part of the following 2 Parcels taken as a tract lying below a horizontal plane of 131.72 feet above Chicago City Datum; and lying above a horizontal plane of 33.53 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Southwest corner of said tract; Thence North $00^{\circ} 00' 18''$ West along the West line thereof 346.74 feet; Thence North $89^{\circ} 09' 35''$ East 18.49 feet to the point of beginning; Thence North $89^{\circ} 09' 35''$ East 8.72 feet; Thence North $00^{\circ} 50' 25''$ West 10.0 feet; Thence South $89^{\circ} 20' 21''$ West 4.98 feet; Thence North $00^{\circ} 50' 25''$ West 0.30 feet; Thence South $89^{\circ} 20' 21''$ West 3.61 feet; Thence South $00^{\circ} 06' 21''$ East 10.33 feet to the point of beginning, in Cook County, Illinois.

Commercial

740 South Federal (1st Floor)

That part of the following 2 Parcels taken as a tract lying above a horizontal plane of 17.75 feet above Chicago City Datum and below a horizontal plane of 33.53 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's

Gremley & Biedermann

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Subdivision of Block 126 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Northeast corner of said tract; Thence South 00° 00' 00" East along the East line thereof 471.0 feet to the point of beginning; Thence continue South 00° 00' 00" East along said East line 100.07 feet; Thence North 89° 41' 40" West 100.05 feet to the West line of said tract; Thence North 00° 00' 18" West along said West line 99.95 feet; Thence South 89° 45' 35" East 100.05 feet to the point of beginning (except therefrom that part - East Entry and East Elevators lying above a horizontal plane of 14.06 feet above Chicago City Datum and lying below a horizontal plane of 33.53 feet above Chicago City Datum and falling within the boundaries projected vertically described as commencing at the Northeast corner of said tract; Thence South 00° 00' 00" East along the East line thereof 514.36 feet to the point of beginning; Thence South 89° 59' 13" West 3.07 feet; Thence South 00° 00' 47" East 0.96 feet; Thence South 89° 59' 13" West 3.45 feet; Thence South 00° 00' 47" East 0.45 feet; Thence South 89° 59' 13" West 5.88 feet; Thence North 00° 00' 47" West 3.07 feet; Thence South 89° 59' 13" West 4.01 feet; Thence South 00° 00' 47" East 1.92 feet; Thence South 89° 59' 13" West 0.72 feet; Thence North 00° 00' 18" West 2.63 feet; Thence North 90° 00' 00" West 9.15 feet; Thence South 00° 00' 47" East 5.92 feet; Thence South 89° 59' 13" West 2.71 feet; Thence South 00° 00' 47" East 0.87 feet; Thence South 89° 59' 13" West 4.38 feet; Thence South 00° 00' 47" East 5.46 feet; Thence North 89° 59' 13" East 1.27 feet; Thence South 00° 00' 47" East 6.77 feet; Thence North 89° 59' 13" East 4.40 feet; Thence South 00° 00' 00" West 0.26 feet; Thence North 90° 00' 00" East 10.55 feet; Thence North 00° 00' 00" East 4.05 feet; Thence North 89° 59' 13" East 17.19 feet to the East line of said tract; Thence North 00° 00' 00" East 12.06 feet to the point of beginning; in Cook County, Illinois.

Commercial**740 South Federal Building Roof**

That part of the following 2 Parcels taken as a tract lying above a horizontal plane of 167.72 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Northeast corner of said tract; Thence South 00° 00' 00" East along the East line thereof 471.0 feet to the point of beginning; Thence continue South 00° 00' 00" East along said East line 100.07 feet; Thence North 89° 41' 40" West 100.05 feet to the West line of said tract; Thence North 00° 00' 18" West along said West line 99.95 feet; Thence South 89° 45' 35" East 100.05 feet to the point of beginning, in Cook County, Illinois.

740 South Federal Building - Freight Elevator

That part of the following 2 Parcels taken as a tract lying above a horizontal plane of 33.53 feet Above Chicago City Datum and lying below a horizontal plane of 167.72 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Southwest corner of said tract; Thence North $00^{\circ} 00' 18''$ West along the West line thereof 223.52 feet; Thence North $89^{\circ} 53' 39''$ East 19.80 feet; Thence North $89^{\circ} 53' 39''$ East 4.60 feet to the point of beginning; Thence North $89^{\circ} 53' 39''$ East 10.53 feet; Thence South $00^{\circ} 00' 47''$ East 9.17 feet; Thence South $89^{\circ} 54' 18''$ West 10.52 feet; Thence North $00^{\circ} 06' 21''$ West 9.17 feet to the point of beginning in Cook County, Illinois.

740 South Federal Building - West Stairwell

That part of the following 2 Parcels taken as a tract lying above a horizontal plane of 33.53 feet Above Chicago City Datum and lying below a horizontal plane of 167.72 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Southwest corner of said tract; Thence North $00^{\circ} 00' 18''$ West along the West line thereof 232.32 feet; Thence North $89^{\circ} 59' 13''$ East 39.56 feet; Thence South $00^{\circ} 00' 47''$ East 5.91 feet to the point of beginning; Thence North $89^{\circ} 54' 18''$ East 8.50 feet; Thence South $00^{\circ} 00' 47''$ East 12.00 feet; Thence South $89^{\circ} 54' 18''$ West 8.50 feet; Thence North $00^{\circ} 00' 47''$ West 12.00 feet to the point of beginning in Cook County, Illinois.

Except therefrom

740 South Federal Building (Unit 740-1205 Loft)

That part of the following 2 Parcels taken as a tract lying above a horizontal plane of 167.72 feet above Chicago City Datum and lying below a horizontal plane of 176.23 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Northeast corner of said tract; Thence South $00^{\circ} 00' 00''$ East along the East line thereof 571.07 feet; Thence North $89^{\circ} 41' 40''$ West 100.05 feet to the West line of said tract; Thence North $00^{\circ} 00' 18''$ West along said West line 39.52 feet; Thence North $90^{\circ} 00' 00''$ East 1.38 feet

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to the point of beginning; Thence North 00° 14' 25" East 18.54 feet; Thence South 89° 45' 35" East 14.91 feet; Thence South 00° 14' 25" West 0.76 feet; Thence South 89° 45' 35" East 2.15 feet; Thence North 00° 14' 25" East 0.50 feet; Thence South 89° 45' 35" East 4.63 feet; Thence South 00° 14' 25" West 9.80 feet; Thence South 89° 45' 35" East 0.54 feet; Thence South 00° 14' 25" West 7.13 feet; Thence North 89° 45' 35" West 2.75 feet; Thence South 00° 14' 25" West 1.35 feet; Thence North 89° 45' 35" West 19.48 feet to the point of beginning, in Cook County, Illinois.

Commercial

780 South Federal Building (1st Floor)

That part of the following 2 Parcels taken as a tract lying above a horizontal plane of 17.75 feet above Chicago City Datum and lying below a horizontal plane of 33.53 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Southwest corner of said tract; Thence North 00° 00' 18" West along the West line thereof 50.39 feet to the point of beginning; Thence North 00° 00' 18" West along said West line 99.69 feet; Thence South 89° 55' 32" East 100.04 feet to the East line of said tract; Thence South 00° 00' 00" West along said East line 100.01 feet; Thence North 89° 44' 25" West 100.04 feet to the point of beginning; (except therefrom that part - East Entry and East Elevators - lying above a horizontal plane of 14.06 feet above Chicago City Datum and lying below a horizontal plane 33.53 feet above Chicago City Datum and falling within the boundaries projected vertically described as commencing at the Northeast corner of said tract; Thence South 00° 00' 00" East along the East line thereof 637.32 feet to the point of beginning; Thence South 39° 59' 13" West 3.09 feet; Thence South 00° 00' 47" East 1.04 feet; Thence North 89° 42' 50" West 3.04 feet; Thence South 00° 17' 10" West 0.40 feet; Thence North 89° 42' 50" West 6.0 feet; Thence North 00° 17' 10" East 3.11 feet; Thence North 89° 42' 50" West 3.86 feet; Thence South 00° 17' 10" West 2.03 feet; Thence North 89° 42' 50" West 0.80 feet; Thence North 00° 17' 10" East 2.02 feet; Thence North 89° 42' 50" West 9.26 feet; Thence South 00° 17' 10" West 6.45 feet; Thence North 89° 42' 50" West 2.71 feet; Thence South 00° 17' 10" West 0.35 feet; Thence North 89° 42' 50" West 4.38 feet; Thence South 00° 17' 10" West 5.85 feet; Thence North 89° 59' 13" East 1.44 feet; Thence South 00° 00' 47" East 6.62 feet; Thence North 89° 59' 13" East 4.31 feet; Thence South 00° 00' 47" East 1.81 feet; Thence North 89° 59' 13" East 10.54 feet; Thence North 00° 00' 47" West 4.01 feet; Thence North 89° 59' 13" East 0.90 feet; Thence South 00° 00' 47" East 2.67 feet; Thence North 89° 59' 13" East 4.40 feet; Thence North 00° 00' 47" West 3.83 feet; Thence North 89° 59' 13" East 11.60 feet to the East line of said tract; Thence North 00° 00' 00" East 13.09 feet to the point of beginning;

Commercial

780 South Federal Building - Roof

that part of the following 2 Parcels taken as a tract lying above a horizontal plane of 167.72 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Southwest corner of said tract; Thence North $00^{\circ} 00' 18''$ West along the West line thereof 50.39 feet to the point of beginning; Thence North $00^{\circ} 00' 18''$ West along said West line 99.69 feet; Thence South $89^{\circ} 55' 32''$ East 100.04 feet to the East line of said tract; Thence South $00^{\circ} 00' 00''$ West along said East line 100.01 feet; Thence North $89^{\circ} 44' 25''$ West 100.04 feet to the point of beginning, in Cook County, Illinois.

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780 South Federal Building - West Stairwell

That part of the following 2 Parcels taken as a tract lying above a horizontal plane of 33.53 feet above Chicago City Datum and lying below a horizontal plane of 167.72 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Southwest corner of said tract; Thence North $00^{\circ} 00' 18''$ West along the West line thereof 129.75 feet; Thence South $89^{\circ} 44' 06''$ East 32.42 feet; Thence South $00^{\circ} 15' 54''$ West 12.34 feet; Thence South $45^{\circ} 18' 46''$ East 12.67 feet; Thence South $00^{\circ} 18' 20''$ West 6.26 feet; Thence North $89^{\circ} 41' 40''$ West 2.68 feet; Thence South $00^{\circ} 18' 20''$ West 2.65 feet to the point of beginning; Thence South $89^{\circ} 41' 40''$ East 10.97 feet; Thence South $00^{\circ} 05' 21''$ East 3.96 feet; Thence North $89^{\circ} 41' 40''$ West 11.0 feet; Thence North $00^{\circ} 18' 20''$ East 5.96 feet to the point of beginning, in Cook County, Illinois.

780 South Federal Building - Freight Elevator

That part of the following 2 Parcels taken as a tract lying above a horizontal plane of 33.53 feet above Chicago City Datum and lying below a horizontal plane of 167.72 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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Said part of said tract falling within the boundaries projected vertically described as commencing at the Southwest corner of said tract; Thence North 00° 00' 18" West along the West line thereof 90.20 feet; Thence North 90° 00' 00" East 23.47 feet to the point of beginning; Thence North 00° 18' 20" East 9.86 feet; Thence North 90° 00' 00" East 10.44 feet; Thence South 00° 18' 20" West 9.86 feet; Thence North 90° 00' 00" West 10.44 feet, to the point of beginning, in Cook County, Illinois.

Except therefrom

780 South Federal Building (Unit 780-1205 Loft)

That part of the following 2 Parcels taken as a tract lying above a horizontal plane of 167.72 feet above Chicago City Datum and lying below a horizontal plane of 175.78 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Southwest corner of said tract; Thence North 00° 00' 18" West along the West line thereof 89.74 feet; Thence South 90° 00' 00" East 1.26 feet to the point of beginning; Thence North 00° 14' 25" East 18.61 feet; Thence South 89° 45' 35" East 15.25 feet; Thence South 00° 14' 25" West 0.71 feet; Thence South 89° 45' 35" East 2.17 feet; Thence North 00° 14' 25" East 0.50 feet; Thence South 89° 45' 35" East 4.52 feet; Thence South 00° 14' 25" West 8.15 feet; Thence South 89° 45' 35" East 0.42 feet; Thence South 00° 14' 25" West 8.76 feet; Thence North 89° 45' 35" West 2.80 feet; Thence South 00° 14' 25" West 1.46 feet; Thence North 89° 45' 35" West 19.46 feet to the point of beginning, in Cook County, Illinois.

Commercial - Annex Building 2

That part of the following 2 parcels taken as a tract lying above a horizontal plane of 17.75 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically, described as; Commencing at the Northeast corner of said tract; Thence South 00° 00' 00" East along the East line of said tract 223.74 feet to the point of beginning; Thence North 89° 41' 47" West 99.88 feet to the West line of said tract; Thence North 00° 00' 18" West along said West line 23.31 feet; Thence South 89° 48' 50" East 99.88 feet to the East line of said tract; Thence South 00° 00' 00" East along said East line 23.51 feet to the point of beginning, in Cook County, Illinois.

Commercial Annex Building 3

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That part of the following 2 parcels taken as a tract lying above a horizontal plane of 17.75 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically, described as; Commencing at the Northeast corner of said tract; Thence South 00° 00' 00" East along the East line of said tract 323.69 feet to the point of beginning; Thence continue South 00° 00' 00" West along said East line 23.51 feet; Thence North 89° 48' 06" West 99.87 feet to the West line of said tract; Thence North 00° 00' 18" West along said West line 23.51 feet; Thence South 89° 48' 06" East 99.87 feet to the point of beginning, in Cook County, Illinois.

Commercial - Annex Building 4

That part of the following 2 parcels taken as a tract lying above a horizontal plane of 17.75 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically, described as; Commencing at the Northeast corner of said tract; Thence South 00° 00' 00" East along the East line of said tract 447.10 feet to the point of beginning; Thence continue South 00° 00' 00" East along said East line 23.90 feet; Thence North 89° 45' 35" West 100.06 feet to the West line of said tract; Thence North 00° 00' 18" West along said West line 23.90 feet; Thence South 89° 45' 35" East 100.06 feet to the point of beginning, in Cook County, Illinois.

Commercial - Annex Building 5

That part of the following 2 parcels taken as a tract lying above a horizontal plane of 17.75 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically, described as; Commencing at the Northeast corner of said tract; Thence South 00° 00' 00" East along the East

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line of said tract 571.07 feet to the point of beginning; Thence continue South 00° 00' 00" East along said East line 23.52 feet; Thence North 89° 55' 32" West 100.04 feet to the West line of said tract; Thence North 00° 00' 18" West along said West line 23.92 feet; Thence South 89° 41' 40" East 100.05 feet to the point of beginning; (except therefrom that part lying above a horizontal plane of 33.53 feet above Chicago City Datum and lying below a horizontal plane of 45.79 feet above Chicago City Datum) in Cook County, Illinois.

Commercial - Annex Building 6

That part of the following 2 parcels taken as a tract lying above a horizontal plane of 17.75 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically, described as; beginning at the Southwest corner of said tract Thence North 00° 00' 18" West along the West line of said tract 50.40 feet; Thence South 89° 44' 25" East 100.04 feet to the East line of said tract; Thence South 00° 00' 00" West along said East line 50.18 feet to the Southeast corner of said tract; Thence North 89° 51' 41" West along the South line of said tract 100.03 feet to the point of beginning (except therefrom that part lying above a horizontal plane of 33.53 feet above Chicago City Datum; and lying below a horizontal plane of 57.72 feet above Chicago City Datum) in Cook County, Illinois.

Except therefrom

780 South Federal Building (Unit 780-407 Loft)

That part of the following 2 Parcels taken as a tract lying above a horizontal plane of 63.81 feet above Chicago City Datum and lying below a horizontal plane of 70.47 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Southwest corner of said tract; Thence North 00° 00' 18" West along the West line thereof 50.39 Thence South 90° 00' 00" East 3.30 feet to the point of beginning; Thence South 00° 00' 00" West 0.71 feet; Thence North 90° 00' 00" West 2.22 feet; Thence South 00° 00' 00" West 11.37 feet; Thence South 90° 00' 00" East 15.38 feet; Thence North 00° 00' 00" East 11.46 feet; Thence North 90° 00' 00" West 0.38 feet; Thence North 00° 18' 20" East 0.33 feet; Thence North 89° 44' 25" West 12.76 feet to the point of beginning, in Cook County, Illinois.

UNOFFICIAL COPY**EXHIBIT C****Legal Description of Residential Parcel**

Residential

640 South Federal Building (East Entry)

That part of the following 2 parcels taken as a tract lying above a horizontal plane of 14.06 feet above Chicago City Datum and lying below a horizontal plane of 33.53 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as; Commencing at the Northeast corner of said tract; Thence South 00° 00' 00" East along the East line of said tract 266.30 feet to the point of beginning; Thence North 89° 58' 50" West 2.92 feet; Thence South 00° 01' 10" West 0.39 feet; Thence North 89° 58' 50" West 10.17 feet; Thence North 00° 01' 10" East 1.14 feet; Thence South 89° 58' 50" East 2.29 feet; Thence North 00° 01' 10" East 4.95 feet; Thence North 89° 58' 50" West 5.75 feet; Thence South 00° 01' 10" West 4.44 feet; Thence North 89° 58' 50" West 1.45 feet; Thence South 00° 01' 10" West 10.73 feet; Thence North 89° 58' 50" West 4.59 feet; Thence South 00° 01' 10" West 6.08 feet; Thence South 89° 58' 50" East 9.29 feet; Thence North 00° 01' 10" East 1.26 feet; Thence South 89° 58' 50" East 10.38 feet; Thence South 00° 01' 10" West 0.33 feet; Thence South 89° 58' 50" East 2.92 feet to the East line of said tract; Thence North 00° 00' 00" West along said East line 14.68 feet to the point of beginning, in Cook County, Illinois.

Also

640 South Federal Building (East Elevator)

That part of the following 2 Parcels taken as a tract lying above a horizontal plane of 17.75 feet above Chicago City Datum and lying below a horizontal plane of 57.72 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract within the boundaries projected vertically described as; commencing at the Northeast corner of said tract; Thence South 00° 00' 00" East along the East line of said tract 266.30 feet; Thence North 89° 58' 50" West 2.92 feet; Thence South 00° 01' 10" West 0.39 feet; Thence North 89° 58' 50" West 10.17 feet; Thence North 00° 01' 10" East 1.14 feet; Thence South 89° 58' 50" East 2.29 feet; Thence North 00° 01' 10" East 4.95 feet; Thence North 89° 58' 50" West 5.75 feet; Thence South 00° 01' 10" West 4.44 feet; Thence North 89° 58' 50" West 1.45 feet; Thence South 00° 01' 10" West 10.73 feet; Thence North 89° 58' 50" West 4.59 feet to the point of beginning; Thence North 89° 58' 50" West 10.53 feet; Thence South 00° 01' 10" West

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6.08 feet; Thence South 89° 58' 50" East 10.53 feet; Thence North 00° 01' 10" East 6.08 feet; to the point of beginning, in Cook County, Illinois.

Residential

640 South Federal Building (Floors 4 to 8)

That part of the following 2 parcels taken as a tract lying above a horizontal plane of 57.72 feet above Chicago City Datum and lying below a horizontal plane of 119.72 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as; Commencing at the Northeast corner of said tract; Thence South 00° 00' 00" East along the East line of said tract 223.74 feet to the point of beginning; Thence continue South 00° 00' 00" East along said East line 99.95 feet; Thence North 89° 48' 06" West 99.87 feet to the West line of said tract; Thence North 00° 00' 18" West along said West line 100.13 feet; Thence South 89° 41' 47" East 99.88 feet to the point of beginning, in Cook County, Illinois.

Except therefrom

Description For

640 South Federal Building (East Stairwell)

That part of the following 2 parcels taken as a tract lying above a horizontal plane of 57.72 feet above Chicago City Datum and lying below a horizontal plane of 119.72 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as; Commencing at the Northeast corner of said tract; Thence South 00° 00' 00" East along the East line of said tract 266.30 feet; Thence North 89° 58' 50" West 2.92 feet; Thence South 00° 01' 10" West 0.39 feet; Thence North 89° 58' 50" West 10.17 feet; Thence North 00° 01' 10" East 1.14 feet; Thence South 89° 58' 50" East 2.29 feet; Thence North 00° 01' 10" East 4.95 feet; Thence North 89° 58' 50" West 5.75 feet; Thence South 00° 01' 10" West 4.44 feet; Thence North 89° 58' 50" West 1.45 feet to the point of beginning; Thence South 00° 01' 10" West 10.73 feet; Thence North 89° 58' 50" West 15.12 feet; Thence North 00° 01' 10" East 11.43 feet; Thence South 89° 58' 50" East 15.12 feet; Thence South 00° 01' 10" West 0.70 feet to the point of beginning, in Cook County, Illinois.

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Also except therefrom

Description For

640 South Federal Building (West Stairwell)

That part of the following 2 parcels taken as a tract lying above a horizontal plane of 57.72 feet above Chicago City Datum and lying below a horizontal plane of 119.72 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as; Commencing at the Northwest corner of said tract; Thence South 00° 00' 18" East along the West line of said tract 304.04 feet; Thence North 89° 59' 42" East 18.48 feet; Thence North 00° 01' 10" East 13.59 feet; Thence South 89° 58' 50" East 3.48 feet; Thence North 00° 01' 10" East 6.70 feet; Thence North 89° 58' 50" West 3.78 feet; Thence North 00° 00' 00" East 10.17 feet to the point of beginning; Thence North 90° 00' 00" East 9.34 feet; Thence South 00° 01' 10" West 0.76 feet; Thence South 89° 58' 50" East 9.57 feet; Thence North 00° 01' 10" East 9.64 feet; Thence North 89° 51' 48" West 18.92 feet; Thence South 00° 00' 00" East 8.93 feet to the point of beginning, in Cook County, Illinois.

And also except therefrom

Description For

640 South Federal Building (Freight Elevator)

That part of the following 2 parcels taken as a tract lying above a horizontal plane of 57.72 feet above Chicago City Datum and lying below a horizontal plane of 119.72 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Northwest corner of said tract; Thence South 00° 00' 18" East along the West line of said tract 304.04 feet; Thence North 89° 59' 42" East 18.48 feet; Thence North 00° 01' 10" East 13.59 feet; Thence South 89° 58' 50" East 3.48 feet; Thence North 00° 01' 10" East 6.70 feet to the point of beginning; Thence North 89° 58' 50" West 3.78 feet; Thence North 00° 00' 00" East 10.17 feet; Thence North 90° 00' 00" East 9.34 feet; Thence South 00° 01' 10" West 10.17 feet; Thence North 89° 58' 50" West 5.56 feet to the point of beginning) in Cook County, Illinois.

Residential

680 South Federal Building (Floors 2 to 9)

Gremley & Biedermann

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July 7, 2005

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That part of the following 2 Parcels taken as a tract lying below a horizontal plane of 131.72 feet above Chicago City Datum; and lying above a horizontal plane of 33.53 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Northeast corner of said tract; Thence South 00° 00' 00" East along the East line of said tract 347.20 feet to the point of beginning; Thence continue South 00° 00' 00" East along said East line 99.90 feet; Thence North 89° 45' 35" West 100.06 feet to the West line of said tract; Thence North 00° 00' 18" West along said West line 49.80 feet; Thence South 89° 50' 43" East 0.20 feet; Thence North 00° 00' 18" West along a West line of said tract 50.03 feet; Thence South 89° 48' 06" East 99.87 feet to the point of beginning.

Except therefrom that part - West Stairwell - lying above a horizontal plane of 33.53 feet above Chicago City Datum and lying below a horizontal plane of 131.72 feet above Chicago City Datum and falling within the boundaries projected vertically described as commencing at the Southwest corner of said tract; Thence North 00° 00' 18" West along the West line of said tract 346.74 feet; Thence North 89° 09' 35" East 18.49 feet to the point of beginning; Thence North 89° 09' 35" East 18.53 feet; Thence South 00° 50' 25" East 8.22 feet; Thence South 89° 09' 35" West 18.64 feet; Thence North 00° 06' 22" West 8.22 feet to the point of beginning) all in Cook County, Illinois.

Also except therefrom

680 South Federal Building - Freight Elevator

That part of the following 2 Parcels taken as a tract lying below a horizontal plane of 131.72 feet above Chicago City Datum; and lying above a horizontal plane of 33.53 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Southwest corner of said tract; Thence North 00° 00' 18" West along the West line thereof 346.74 feet; Thence North 89° 09' 35" East 18.49 feet to the point of beginning; Thence North 89° 09' 35" East 8.72 feet; Thence North 00° 50' 25" West 10.0 feet; Thence South 89° 20' 21" West 4.98 feet; Thence North 00° 50' 25" West 0.30 feet; Thence South 89° 20' 21" West 3.61 feet; Thence South 00° 06' 21" East 10.33 feet to the point of beginning, in Cook County, Illinois.

Residential

680 South Federal Building - East Entry

Gremley & Biedermann

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July 7, 2005

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That part of the following 2 Parcels taken as a tract lying above a horizontal plane of 14.06 feet above Chicago City Datum; and lying below a horizontal plane of 33.53 feet above Chicago City Datum.

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Northeast corner of said tract; Thence South 00° 00' 00" East along the East line of said tract 389.72 feet to the point of beginning; Thence South 89° 59' 13" West 2.85 feet; Thence South 00° 00' 47" East 0.30 feet; Thence South 89° 59' 13" West 10.32 feet; Thence North 00° 00' 47" West 1.03 feet; Thence North 89° 59' 13" East 5.05 feet; Thence North 00° 00' 47" West 4.80 feet; Thence South 89° 59' 13" West 8.24 feet; Thence South 00° 00' 47" East 4.20 feet; Thence South 89° 59' 13" West 2.84 feet; Thence North 00° 00' 47" West 1.30 feet; Thence South 89° 59' 13" West 3.63 feet; Thence South 00° 00' 47" East 7.30 feet; Thence North 89° 59' 13" East 4.58 feet; Thence South 00° 00' 47" East 10.88 feet; Thence North 89° 59' 13" East 5.02 feet; Thence North 00° 00' 47" West 1.20 feet; Thence North 89° 59' 13" East 10.38 feet; Thence South 00° 00' 47" East 0.29 feet; Thence North 89° 59' 13" East 2.85 feet to the East line of said tract; Thence North 00° 00' 00" East along said East line 14.64 feet to the point of beginning, in Cook County, Illinois.

Residential

680 South Federal Building - East Elevator

That part of the following 2 Parcels taken as a tract lying above a horizontal plane of 17.75 feet above Chicago City Datum and lying below a horizontal plane of 33.53 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Northeast corner of said tract; Thence South 00° 00' 00" East along the East line of said tract 389.72 feet; Thence South 89° 59' 13" West 2.85 feet; Thence South 00° 00' 47" East 0.30 feet; Thence South 89° 59' 13" West 10.32 feet; Thence North 00° 00' 47" West 1.03 feet; Thence North 89° 59' 13" East 5.05 feet; Thence North 00° 00' 47" West 4.80 feet; Thence South 89° 59' 13" West 8.24 feet; Thence South 00° 00' 47" East 4.20 feet; Thence South 89° 59' 13" West 2.84 feet; Thence North 00° 00' 47" West 1.30 feet; Thence South 89° 59' 13" West 3.63 feet to the point of beginning; Thence South 00° 00' 47" East 7.30 feet; Thence South 89° 59' 13" West 10.45 feet; Thence North 00° 00' 47" West 7.30 feet; Thence North 89° 59' 13" East 10.45 feet to the point of beginning in Cook County, Illinois.

680 South Federal - East Stairwell

Gremley & Biedermann

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July 7, 2005

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That part of the following 2 Parcels taken as a tract lying above a horizontal Plane of 17.75 feet above Chicago City Datum and lying below a horizontal plane of 33.53 ft. above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Northeast corner of said tract; Thence South 00° 00' 00" East along the East line of said tract 389.72 feet; Thence South 89° 59' 13" West 2.85 feet; Thence South 00° 00' 47" East 0.30 feet; Thence South 89° 59' 13" West 10.32 feet; Thence North 00° 00' 47" West 1.03 feet; Thence North 89° 59' 13" East 5.05 feet; Thence North 00° 00' 47" West 4.80 feet; Thence South 89° 59' 13" West 8.24 feet; Thence South 00° 00' 47" East 4.20 feet; Thence South 89° 59' 13" West 2.84 feet; Thence North 00° 00' 47" West 1.30 feet; Thence South 89° 59' 13" West 3.63 feet; Thence South 00° 00' 47" East 7.30 feet to the point of beginning; Thence South 89° 59' 13" West 10.45 feet; Thence South 00° 00' 47" East 10.88 feet; Thence North 89° 59' 13" East 15.03 feet; Thence North 00° 00' 47" West 10.38 feet; Thence South 89° 59' 13" West 4.58 feet to the point of beginning, in Cook County, Illinois.

Residential

740 South Federal Building (Floors 2-12)

That part of the following 2 Parcels taken as a tract lying above a horizontal plane of 33.53 feet above Chicago City Datum and lying below a horizontal plane of 167.72 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Northeast corner of said tract; Thence South 00° 00' 00" East along the East line thereof 471.0 feet to the point of beginning; Thence continue South 00° 00' 00" East along said East line 100.07 feet; Thence North 89° 41' 40" West 100.05 feet To the West line of said tract; Thence North 00° 00' 18" West along said West line 99.95 feet; Thence South 89° 45' 35" East 100.05 feet to the point of beginning, in Cook County, Illinois.

Except therefrom

740 South Federal Building - Freight Elevator

That part of the following 2 Parcels taken as a tract lying above a horizontal plane of 33.53 feet Above Chicago City Datum and lying below a horizontal plane of 167.72 feet above Chicago City Datum;

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Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Southwest corner of said tract; Thence North $00^{\circ} 00' 18''$ West along the West line thereof 223.52 feet; Thence North $89^{\circ} 53' 39''$ East 19.80 feet; Thence North $89^{\circ} 53' 39''$ East 4.60 feet to the point of beginning; Thence North $89^{\circ} 53' 39''$ East 10.53 feet; Thence South $00^{\circ} 00' 47''$ East 9.17 feet; Thence South $89^{\circ} 54' 18''$ West 10.52 feet; Thence North $00^{\circ} 06' 21''$ West 9.17 feet to the point of beginning in Cook County, Illinois.

Except therefrom

740 South Federal Building - West Stairwell

That part of the following 2 Parcels taken as a tract lying above a horizontal plane of 33.53 feet Above Chicago City Datum and lying below a horizontal plane of 167.72 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Southwest corner of said tract; Thence North $00^{\circ} 00' 18''$ West along the West line thereof 232.32 feet; Thence North $89^{\circ} 59' 13''$ East 39.56 feet; Thence South $00^{\circ} 00' 47''$ East 5.91 feet to the point of beginning; Thence North $89^{\circ} 54' 18''$ East 8.50 feet; Thence South $00^{\circ} 00' 47''$ East 12.00 feet; Thence South $89^{\circ} 54' 18''$ West 8.50 feet; Thence North $00^{\circ} 00' 47''$ West 12.00 feet to the point of beginning) in Cook County, Illinois.

Residential

740 South Federal Building - 1st Floor - East Entry and East Elevators

That part of the following 2 Parcels taken as a tract lying above a horizontal plane of 14.06 feet above Chicago City Datum and lying below a horizontal plane of 33.53 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's

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Subdivision of Block 126 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Northeast corner of said tract; Thence South 00° 00' 00" East along the East line thereof 514.36 feet to the point of beginning; Thence South 89° 59' 13" West 3.07 feet; Thence South 00° 00' 47" East 0.96 feet; Thence South 89° 59' 13" West 3.45 feet; Thence South 00° 00' 47" East 0.45 feet; Thence South 89° 59' 13" West 5.88 feet; Thence North 00° 00' 47" West 3.07 feet; Thence South 89° 59' 13" West 4.01 feet; Thence South 00° 00' 47" East 1.92 feet; Thence South 89° 59' 13" West 0.72 feet; Thence North 00° 00' 18" West 2.63 feet; Thence North 90° 00' 00" West 9.15 feet; Thence South 00° 00' 47" East 5.92 feet; Thence South 89° 59' 13" West 2.71 feet; Thence South 00° 00' 47" East 0.87 feet; Thence South 89° 59' 13" West 4.38 feet; Thence South 00° 00' 47" East 5.46 feet; Thence North 89° 59' 13" East 1.27 feet; Thence South 00° 00' 47" East 6.77 feet; Thence North 89° 59' 13" East 4.40 feet; Thence South 00° 00' 00" West 0.26 feet; Thence North 90° 00' 00" East 10.55 feet; Thence North 00° 00' 00" East 4.05 feet; Thence North 89° 59' 13" East 17.19 feet to the East line of said tract; Thence North 00° 00' 00" East 12.86 feet to the point of beginning; in Cook County, Illinois.

Residential

780 South Federal Building (Floors 2 to 12)

That part of the following 2 Parcels taken as a tract lying above a horizontal plane of 33.53 feet above Chicago City Datum and lying below a horizontal plane of 167.72 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Southwest corner of said tract; Thence North 00° 00' 18" West along the West line thereof 50.39 feet to the point of beginning; Thence North 00° 00' 18" West along said West line 99.69 feet; Thence South 89° 55' 32" East 100.04 feet to the East line of said tract; Thence South 00° 00' 00" West along said East line 100.01 feet; Thence North 89° 44' 25" West 100.04 feet to the point of beginning (except therefrom that part -West Stairwell - lying above a horizontal plane of 33.53 feet above Chicago City Datum and lying below a horizontal plane of 167.72 feet above Chicago City Datum and falling within the boundaries projected vertically described as commencing at the Southwest corner of said tract; Thence North 00° 00' 18" West along the West line thereof 129.75 feet; Thence South 89° 44' 06" East 32.42 feet; Thence South 00° 15' 54" West 12.34 feet; Thence South 45° 18' 46" East 12.67 feet; Thence South 00° 18' 20" West 6.26 feet; Thence North 89° 41' 40" West 2.68 feet; Thence South 00° 18' 20" West 2.05 feet to the point of beginning; Thence South 89° 41' 40" East 10.97 feet; Thence South 00° 06' 21" East 3.96 feet; Thence North 89° 41' 40" West 11.0 feet; Thence North 00° 18' 20" East 3.96 feet to the point of beginning, and except therefrom that part - Freight Elevator - lying above a horizontal plane of 33.53 feet above Chicago City Datum and lying below a horizontal plane of 167.72 feet above Chicago City Datum and falling within the boundaries projected vertically described as commencing at the Southwest corner of said tract; Thence north 00° 00' 18" West along the West line thereof 90.20 feet; Thence North 90° 00' 00" East 23.47 feet to the point of beginning; Thence North 00° 18' 20" East 9.86 feet; Thence North 90° 00' 00" East 10.44 feet; Thence South 00° 18' 20" West 9.86 feet; Thence North 90° 00' 00" West 10.44 feet to the point of beginning, in Cook County, Illinois.

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740 South Federal Building (Unit 740-1205 Loft)

That part of the following 2 Parcels taken as a tract lying above a horizontal plane of 167.72 feet above Chicago City Datum and lying below a horizontal plane of 176.23 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Northeast corner of said tract; Thence South 00° 00' 00" East along the East line thereof 571.07 feet; Thence North 89° 41' 40" West 100.05 feet to the West line of said tract; Thence North 00° 00' 18" West along said West line 39.52 feet; Thence North 90° 00' 00" East 1.38 feet to the point of beginning; Thence North 00° 14' 25" East 12.54 feet; Thence South 89° 45' 35" East 14.91 feet; Thence South 00° 14' 25" West 0.76 feet; Thence South 89° 45' 35" East 2.15 feet; Thence North 00° 14' 25" East 0.50 feet; Thence South 89° 45' 35" East 4.63 feet; Thence South 00° 14' 25" West 9.80 feet; Thence South 89° 45' 35" East 0.54 feet; Thence South 00° 14' 25" West 7.13 feet; Thence North 89° 45' 35" West 2.75 feet; Thence South 00° 14' 25" West 1.35 feet; Thence North 89° 45' 35" West 19.48 feet to the point of beginning, in Cook County, Illinois.

Residential

780 South Federal building - East Entry and East Elevators

That part of the following 2 Parcels taken as a tract lying above a horizontal plane of 14.06 feet above Chicago City Datum and lying below a horizontal plane of 33.53 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Northeast corner of said tract; Thence South 00° 00' 00" East along the East line thereof 637.32 feet to the point of beginning; Thence South 89° 59' 13" West 3.09 feet; Thence South 00° 00' 47" East 1.04 feet; Thence North 89° 42' 50" West 3.04 feet; Thence South 00° 17' 10" West 0.40 feet; Thence North 89° 42' 50" West 6.0 feet; Thence North 00° 17' 10" East 3.11 feet; Thence North 89° 42' 50" West 3.86 feet; Thence South 00° 17' 10" West 2.03 feet; Thence North 89° 42' 50" West 0.80 feet; Thence North 00° 17' 10" East 2.02 feet; Thence North 89° 42' 50" West 9.26 feet; Thence South 00° 17' 10" West 5.45 feet; Thence North 89° 42' 50" West 2.71 feet; Thence South 00° 17' 10" West 0.35 feet; Thence North 89° 42' 50" West 4.38 feet; Thence South 00° 17' 10" West 5.85 feet; Thence North 89° 59' 13" East 1.44 feet; Thence South 00° 00' 47" East 6.62 feet; Thence North 89° 59' 13" East 4.31 feet; Thence South 00° 00' 47" East 1.81 feet; Thence North 89° 59' 13" East 10.54 feet; Thence North 00° 00' 47" West 4.01 feet; Thence North 89° 59' 13" East 0.90 feet; Thence South 00° 00' 47" East 2.67 feet; Thence North 89° 59' 13" East 4.40 feet; Thence North 00° 00' 47" West 3.83 feet; Thence North 89° 59' 13" East 11.60

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feet to the East line of said tract; Thence North 00° 00' 00" East 13.09 feet to the point of beginning, in Cook County, Illinois.

Residential - Annex Building 5

That part of the following 2 parcels taken as a tract lying above a horizontal plane of 33.53 feet above Chicago City Datum; and lying below a horizontal plane of 45.79 feet above Chicago City Datum.

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically, described as; Commencing at the Northeast corner of said tract; Thence South 00° 00' 00" East along the East line of said tract 571.07 feet to the point of beginning; Thence continue South 00° 00' 00" East along said East line 23.52 feet; Thence North 89° 55' 32" West 100.04 feet to the West line of said tract; Thence North 00° 00' 18" West along said West line 23.92 feet; Thence South 89° 41' 40" East 100.05 feet to the point of beginning, in Cook County, Illinois.

Residential - Annex Building 6

That part of the following 2 parcels taken as a tract lying above a horizontal plane of 33.53 feet above Chicago City Datum; and lying below a horizontal plane of 57.72 feet above Chicago City Datum.

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically, described as; Beginning at the Southwest corner of said tract; Thence North 00° 00' 18" West along the West line of said tract 50.40 feet; Thence South 89° 44' 25" East 100.04 feet to the East line of said tract; Thence South 00° 00' 00" West along said East line 50.18 feet to the Southeast corner of said tract; Thence North 89° 51' 41" West along the South line of said tract 100.03 feet to the point of beginning, in Cook County, Illinois.

780 South Federal Building (Unit 780-407 Loft)

That part of the following 2 Parcels taken as a tract lying above a horizontal plane of 63.81 feet above Chicago City Datum and lying below a horizontal plane of 70.47 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in the

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July 7, 2005

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School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Southwest corner of said tract; Thence North $00^{\circ} 00' 18''$ West along the West line thereof 50.39 Thence South $90^{\circ} 00' 00''$ East 3.30 feet to the point of beginning; Thence South $00^{\circ} 00' 00''$ West 0.71 feet; Thence North $90^{\circ} 00' 00''$ West 2.22 feet; Thence South $00^{\circ} 00' 00''$ West 11.37 feet; Thence South $90^{\circ} 00' 00''$ East 15.38 feet; Thence North $00^{\circ} 00' 00''$ East 11.46 feet; Thence North $90^{\circ} 00' 00''$ West 0.38 feet; Thence North $00^{\circ} 18' 20''$ East 0.33 feet; Thence North $89^{\circ} 44' 25''$ West 12.76 feet to the point of beginning, in Cook County, Illinois.

780 South Federal Building (Unit 780-1205 Loft)

That part of the following 2 Parcels taken as a tract lying above a horizontal plane of 167.72 feet above Chicago City Datum and lying below a horizontal plane of 175.78 feet above Chicago City Datum;

Parcel 1: Lots 17 to 32, both inclusive, in Brand's Subdivision of Block 125 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 2, 5 (except the West 5.64 feet of the North Half of said Lot 5) 8, 11, 14, 17 and 20 (except that part of Lots 2, 5, 8, 11, 14, 17 and 20 lying West of the East line of alley running North and South across the rear of said Lots as located on July 1, 1969) in Goodhue's Subdivision of Block 126 in the School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Said part of said tract falling within the boundaries projected vertically described as commencing at the Southwest corner of said tract; Thence North $00^{\circ} 00' 18''$ West along the West line thereof 89.74 feet; Thence South $90^{\circ} 00' 00''$ East 1.26 feet to the point of beginning; Thence North $00^{\circ} 14' 25''$ East 18.61 feet; Thence South $89^{\circ} 45' 35''$ East 15.25 feet; Thence South $00^{\circ} 14' 25''$ West 0.71 feet; Thence South $89^{\circ} 45' 35''$ East 2.17 feet; Thence North $00^{\circ} 14' 25''$ East 0.50 feet; Thence South $89^{\circ} 45' 35''$ East 4.52 feet; Thence South $00^{\circ} 14' 25''$ West 8.15 feet; Thence South $89^{\circ} 45' 35''$ East 0.42 feet; Thence South $00^{\circ} 14' 25''$ West 8.76 feet; Thence North $89^{\circ} 45' 35''$ West 2.80 feet; Thence South $00^{\circ} 14' 25''$ West 1.46 feet; Thence North $89^{\circ} 45' 35''$ West 19.46 feet to the point of beginning, in Cook County, Illinois.

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EXHIBIT D

Intentionally Omitted

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EXHIBIT E

Signage Criteria

2 signs each 12' x 20' :

- (a) One location on west wall of 600 Building at the fourth floor level.
- (b) One location on the north wall of 620 Building at the eighth floor level.

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EXHIBIT F

SURVEY

(Attached)

Property of Cook County Clerk's Office

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EXHIBIT G

PROHIBITED USES

The following shall be deemed Prohibited Uses:

- (i) Any residential use (including without limitation, living quarters, sleeping apartments or lodging rooms) for a period of five (5) years from the date the Agreement is recorded in the Recorder's Office;
- (ii) Any parking or vehicle storage use, except in the Garage and except for temporary parking in loading areas;
- (iii) Any operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling operation; provided, however, this clause (iii) shall not be applicable to the 600 Section and the 620 Section);
- (iv) Any "second hand" store or "surplus" store, thrift shop or other business principally engaged in the sale of used merchandise, exclusive of the resale of Telecommunications Equipment;
- (v) Any refining or smelting operation; and any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors or otherwise in connection with the operation of any of the tenants or other occupants of the Commercial Building or their respective Permittees) so long as the same is in compliance with this Agreement and with applicable laws);
- (vi) Any fire sale, going out of business sale, bankruptcy sale (unless pursuant to a court order) or auction house operation, except with respect to the termination of the business of any tenant, licensee or other occupant of the Commercial Building;
- (vii) Any central laundry, central dry cleaning plant or Laundromat, except for the operation of one (1) retail dry cleaning establishment in the 680 Section;
- (viii) Any service station or automobile, truck, trailer or recreational vehicles sales, leasing, display, body shop, repair operation, or fuel station; provided, however, that this clause (viii) shall not be applicable to an automobile or vehicle sales or leasing office;
- (ix) Any bowling alley or skating rink;
- (x) Any movie theater, night club or performance theatre;
- (xi) Any veterinary hospital or animal raising facility;
- (xii) Any mortuary, funeral home or crematory;
- (xiii) Any adult book store, adult video store, adult movie theater or other establishment selling, renting or exhibiting pornographic materials or drug-related paraphernalia;
- (xiv) Any flea market, amusement or video arcade, pool or billiard hall, car wash, tattoo parlor or dance hall;
- (xv) Any massage parlor (except that this provision shall not prohibit massages in connection with a beauty salon, health club or athletic club);
- (xvi) Any casino or other gambling facility or operation, including, but not limited to, off-track or sports betting parlors, table games such as black-jack or poker, slot machines, video gambling machines and similar devices, and bingo halls; and

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(xvii) Any use of a so-called "late" liquor license (permitting sales of alcoholic beverages after 2 a.m.); provided, however, this clause (xvii) shall not be applicable to the 600 Section.

Property of Cook County Clerk's Office