Prepared by:

Barry Frank, Esq. Weil, Gotshal & Manges, LLP 767 Fifth Avenue New York, New York 10153

Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Date: 08/03/2007 02:05 PM Pg: 1 of 17

### FIRST AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES

THIS FIRST AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES (this "Amendment") is made effective as of July (7, 2007, by and among CFP LOFTS LLC and CFP FAIRBANKS LLC, each a Delaware limited liability company (each individually a "Borrower" and collectively, the "Borrowers"), each having its principal place of business at c/o Centrum Properties, Inc., 225 West Hubbard Street, Suite 400, Chicago, Illinois 60610, and THE UNION LABOR LIFE INSURANCE COMPANY (ULLICO), a Maryland corporation, ON BEHALF OF SEPARATE ACCOUNT J, having an office at 1625 Eye Street, N.W., Washington, DC 20006 (together with its successors and assigns, "Lender").

### RECITALS

- Washington, DC 20006 (together with its

  A. Borrowers and Lender are
  (as amended, restated, supplemented or
  Agreement") pursuant to which Lender at
  to \$110,680,000 (the "Original Loan"). Borrowers and Lender are parties to a 1 32n Agreement dated February 28, 2006 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Loan Agreement") pursuant to which Lender agreed to make a loan to Borrowers in the amount of up
  - To evidence the Original Loan, Mortgagors executed and delivered a Promissory B. Note dated as of February 28, 2006 in favor of Mortgagee in the original principal amount of \$110,680,000 (the "Original Note"). To secure the Original Note, Mortgagors granted to Mortgagee a First Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated as of February 28, 2006 encumbering the "Mortgaged Property" (as defined therein) and recorded on March 8, 2006 as Instrument No. 0606745120 in the Office of the Recorder of Deeds, Cook County, Illinois (the "Original Mortgage") and entered into that certain Assignment of Rents and Leases dated February 28, 2006 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Assignment of Rents and Leases") and recorded on March 8, 2006 as Instrument No. 0606745121 in the Office of the Recorder of Deeds, Cook County, Illinois pursuant to which Borrowers assigned all of their respective right, title and interest in all Leases and all Rents (as such terms are defined in the Assignment of Rents and Leases) to Lender.
  - On the date hereof, Borrowers have requested a \$4,618,155 increase in the C. maximum amount of the Original Loan from \$110,680,000.00 to \$115,297,155.00 (the "Loan"). Accordingly, simultaneously with the execution and delivery of this Amendment, among other

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things, Borrowers and Lender are executing and delivering into an Omnibus Amendment to Loan Agreement and Other Loan Documents (the "Omnibus Amendment"; hereinafter the term "Loan Agreement" shall mean the Loan Agreement as amended by the Omnibus Amendment).

D. The execution and delivery of this Amendment by Borrowers is a condition to the effectiveness of the Omnibus Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Borrowers, intending to be legally bound, do hereby covenant and agree as fc. to vs:

- Recitals and Definitions. The recitals set forth herein are true and accurate and are incorporated herein by reference and made a part hereof. Except as otherwise indicated herein, capitalized terms which are not specifically defined herein shall have the meanings set forth in the Loan Agreement.
- 2. <u>Amendments.</u> The Assignment of Rents and Leases is hereby amended as follows:
- a. All references in the Assignment of Rents and Leases to the "Note" shall be deemed to refer to the First Amended, Restated and Increased Promissory Note dated as of July \_\_\_, 2007 in the original principal amount of \$115,297,155.00, together with any other promissory notes or other instruments issued in substitution therefor or replacement thereof from time to time.
- b. Subsection (b) of Section 4 is hereby deleted in its entirety and the following is substituted therefor:
  - Interest, principal or other amounts "(b) Loan Payments. payable pursuant to (1) the Loan Agreement dated as cf February 28, 2006 by and among Lender and Borrowers, as amended by the Ornnibus Amendment (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"); (2) the First Amended, Restated and Increased Promissory Note dated as of the date hereof in the stated principal amount of \$115,297,155.00, executed by Borrowers in favor of Lender (as the same may hereafter be amended, restated, modified, severed and/or consolidated, the "Note"); (3) the First Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated as of February 28, 2006, executed by Borrowers for the benefit of Lender encumbering the Property and as amended by the First Amendment to First Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of the date hereof by and among Borrowers and Lender (as further amended, restated, supplemented or otherwise modified from time to time, the "Mortgage"); and all other documents and instruments evidencing, governing and securing the loan evidenced by the Note, and any and all modifications, amendments or extensions thereof or replacements or substitutes therefor (the Loan Agreement, the Note, the Mortgage, such other

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documents and instruments and such modifications, amendments, extensions, replacements, and substitutions thereof being herein collectively called the "Loan Documents"; and"

- 3. <u>Ratification</u>. Except as expressly modified and amended herein, each Borrower covenants and agrees that all of the terms, covenants, promises, warranties, representations and conditions of the Assignment of Rents and Leases shall remain in full force and effect (except to the extent such representations and warranties refer to an earlier date, such representations and warranties are true, correct and complete in all material respects as of such earlier date). Each Borrower hereby ratifies and confirms each of the obligations under the Assignment of Rents and Leases, as amended hereby.
- 4. <u>Confirmation of Assignment</u>. Each Borrower acknowledges and agrees that the Assignment of Rents and Leases as amended hereby constitutes, and continues to be, a valid and perfected assignment of Rents and Leases in favor of Lender, and further acknowledge and agree that the obligations of such Borrower under the Assignment of Rents and Leases are secured by the Assignment of Rents and Leases, as amended hereby, constitutes valid and subsisting agreements and obligations of such Borrower. Nothing herein is intended to, nor shall it, constitute a novation of the indebtedness secured by the Assignment of Rents and Leases.
- 5. No Oral Modification. This Amendment may not be amended except upon the written agreement of all of the parties hereto.
- 6. <u>Binding Upon Successors and Assigns</u>. This Amendment shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns under the Loan Agreement.
- 7. <u>Headings</u>. The headings of the sections and subsections of this Amendment are for convenience of reference only and shall not be considered a part hereof nor shall they be deemed to limit or otherwise affect any of the terms or provisions hereof.
- 8. <u>Validity of Provisions</u>. Any provision of this Ariendment which may prove unenforceable under law shall not affect the validity of the other provision, hereof.
- each provision of this Amendment. All references to the singular or plural number or masculine, feminine or neuter gender shall, as the context requires, include all others. All references to sections, paragraphs, and exhibits are to this Amendment unless otherwise specifically noted. The use of the words "hereof", "hereunder", "herein" and words of similar import shall refer to this entire Amendment and not to any particular section, paragraph or portion of this Amendment unless otherwise specifically noted. All exhibits attached hereto are by this reference made a part of this Amendment for all purposes.
- 10. <u>Counterparts</u>. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one agreement. It shall not be necessary for the same counterpart to be signed by all of the parties in order for this instrument to be fully binding upon any party signing at least one counterpart.

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- 11. <u>Governing Law</u>. This Amendment shall be governed, construed, applied and enforced in accordance with the laws of the State of Illinois.
- 12. <u>Entire Agreement</u>. This Amendment, the Assignment of Rents and Leases and the other Loan Documents constitute the entire agreement among the parties with respect to the subject matter hereof, and all understandings (oral or written) and agreements heretofore had among the parties are merged in or contained in this Amendment, the Assignment of Rents and Leases and such other Loan Documents.
- 13. Waiver of Jury Trial. The Lender and each Borrower hereby knowingly, voluntarily, and intentionally forever waive the right to a trial by jury in respect of any litigation based on this Amendment or arising out of, under or in connection with this Amendment and each of the other Loan Documents or any other documents executed in conjunction herewith or therewith or any counce of conduct, course of dealings, statements (whether verbal or written) or actions of any party or tre exercise by any party of its rights under this Amendment or any of the other Loan Documents or in any way arising out of or related in any manner with the subject matter hereof or thereof (including, without limitation, any action to rescind or cancel this Amendment or any of the Loan Documents and any claim or defense asserting that this Amendment or any other Loan Document was fraudulently induced or is otherwise void or voidable). Each Borrower acknowledges that this waiver is a material inducement for Lender to enter into and accept this Amendment.
- 14. <u>No Waiver</u>. Except as may be expressly provided in this Amendment, nothing contained in this Amendment shall be construed as a waiver by Lender of (a) any term or provision of the Loan Agreement or any of the other Loan Documents, (b) any rights or remedies available to Lender pursuant to the Loan Agreement or any of the other Loan Documents, or (c) any default or Event of Default which may now or hereafter exist thereunder.
- 15. <u>Further Assurances</u>. Each party hereto agrees promptly to do, make, execute and deliver all such additional and further acts, things, deeds, assurances, instruments and documents as the other party may reasonably request to vest in and assure to the requesting party its rights (and/or to confirm the agreements and obligations of the non-requesting party) hereunder or under any of the Loan Documents. Without limitation of the foregoing, each party agrees to provide such assurances concerning the effectiveness of this Amendment as the other party may reasonably request.

[SIGNATURES ARE ON FOLLOWING PAGE]

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

### **BORROWERS:**

**CFP LOFTS LLC**, a Delaware limited liability company

By: CPLB Cityfront LLC, a Delaware limited liability company, its Sole Member

By: CP Cityfront Plaza, L.L.C., an Illinois limited liability company, its Managing Member

Name: Title:

DOOR OF C CFP FAIRBANKS LLC, a Delaware limited liability company

> By: CPLB Cityfront LLC, a Delaware limited liability company, its Sole Member

By: CP Chyfront Plaza, L.L.C., an Illinois limited liability company, its Managing Member

#### LENDER:

THE UNION LABOR LIFE INSURANCE COMPANY (ULLICO), a Maryland corporation, ON BEHALF OF SEPARATE ACCOUNT J

By: Herbert A. Kolben Senior Vice President

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

### **MORTGAGORS:**

CFP LOFTS LLC, a Delaware limited liability company

By: CPLB Cityfront LLC, a Delaware limited liability By:
Name:
Title:

CFP FAIRBANKS LLC, a Delaware limited liability company

Sy. CPLB Cityfront LLC, a Delaware limited liability company, its Sole Member

"Front Plaza, L.L.C., an Illinois limited" its Managing Member

Name:

### **MORTGAGEE:**

THE UNION LABOR LIFE INSURANCE COMPANY (ULLICO), a Maryland corporation, ON BEHAUF OF SEPARATE ACCOUNT J

Harlet A Kalla Herbert A. Kolben Senior Vice President

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STATE OF ILLINOIS	) ) ss:		
COUNTY OF COOK	)		
by <b>John Munder</b> as <u>Me</u> liability company, as Managing	Member of CPL Member of CPL FP Lofts LLC, a l ly known to me o	f CP Cityfront Pl B Cityfront LLC Delaware limited r has produced a	, a Delaware limited liability I liability on behalf of
(NOTARY SEAL)			
STATE OF ILLINOIS COUNTY OF COOK			
The foregoing instrument was a liability company, as Managing company, as Sole Member of C behalf of said companies. He is identification.	of C Member of CPL CFP Fairbanks LL	CP Cityfront Plaz B Cityfront LLC C, a Deiaware lin	a, L.L.C., an Illihois limited C, a Delaware limited liability mited liability company, on
OFFICIAL SEAL Margaret Hicks Notary Public, State of Illinois My Commission Expires Dec. 19, 2009	₩ No	MCWU+ tary Public	Attha
(NOTARY SEAL)			

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STATE OF	
COUNTY OF) ss:	
INSURANCE COMPANY (ULLICO), a N	ce President of THE UNION LABOR LIFE Maryland corporation, ON BEHALF OF id company. He is personally known to me or
600	Notary Public
(NOTARY SEAL)	Michelle A. L. Bernard Notary Public, District of Columbia My Commission Expires 3/14/2011
OLIC X	Michelle A. L. Bernard Notary Public, District of Columbia My Commission Expires 3/14/2011
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PARCEL B (1)

#### Legal Description

PART OF THE LAND, PROPERTY AND SPACE COMPRISED OF A PART OF BLOCK 1 IN CITYFRONT CENTER, BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID CITYFRONT CENTER, RECORDED ON FEBRUARY 24, 1987 AS DOCUMENT 87106321, SAID PART OF THE LAND, PROPERTY AND SPACE BEING FURTHER DIVIDED INTO SEPARATE PARTS BY HORIZONTAL PLANES OF VARIOUS ELEVATIONS (SAID ELEVATIONS BEING WITH REFERENCE TO THE CITY OF CHICAGO ELEVATION DATUM, HEREINAFTER ABBREVIATED AS CCD), SAID SEPARATE PARTS ALSO HAVING VARIOUS LATERAL BOUNDARIES ABOVE AND BELOW SAID HORIZONTAL PLANES, SAID SEPARATE PARTS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

a) THAT PART OF SAID LAND, PROPERTY AND SPACE LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 25 of FEET ABOVE CCD AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF SAID PART BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID BLOCK 1 WHICH IS 206.00 FEET WEST OF THE NORTHEAST CORNER OF SAID BLOCK 1:

THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 117.20 FEET;

THENCE EAST ALONG A LINE PARA LEL WITH SAID NORTH LINE OF BLOCK 1, A DISTANCE OF 7.00 FEET;

THENCE NORTHEASTWARDLY ALONG A LINE DEFLECTING 45 DEGREES TO THE LEFT FROM THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 5.80 FEET;

THENCE ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH SAID NORTH LINE OF SAID BLOCK 1, THE FOLLOWING COURCES AND DISTANCES:

NORTH 34.91 FEET;

EAST 40.50 FEET:

NORTH 23.00 FEET;

WEST 40.50 FEET;

NORTH 20.20 FEET;

EAST 11.00 FEET;

NORTH 5.00 FEET;

EAST 22.00 FEET; NORTH 30.00 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF BLOCK 1; THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 44.10 FEET TO THE POINT OF

BEGINNING.

AND ALSO THAT PART OF SAID PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 25.67 FEET ABOVE CCD AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 128.17 FEET ABOVE CCD AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF SAID PART BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT ON THE NORTH LINE OF SAID BLOCK 1 WHICH IS 206.00

WEST OF THE NORTHEAST CORNER OF BLOCK 1;

THENCE ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH SAID

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NORTH LINE OF BLOCK 1 THE FOLLOWING COURSES AND DISTANCES:

SOUTH 19.33 FEET;

EAST 27.10 FEET;

NORTH 19.33 FEET TO THE NORTH LINE OF SAID BLOCK 1;

THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 27.10 FEET TO THE POINT OF BEGINNING.

THAT PART OF SAID LAND, PROPERTY AND SPACE LYING BELOW A HORIZONTAL b) PLANE HAVING AN ELEVATION OF 25.67 FEET ABOVE CCD AND LYING WITHIN THE BOUNDARLES, PROJECTED VERTICALLY, OF SAID PART BOUNDED AND DESCRIBED AS

BEGINNING AT A POINT ON SAID NORTH LINE OF BLOCK 1 WHICH IS 50.89 FEET WEST OF THE NORTHEAST CORNER OF SAID BLOCK 1;

THENCE ALONG LINES WHICH IS PERPENDICULAR TO OR PARALLEL WITH SAID NORTH LINE OF BLOCK 1 THE FOLLOWING COURSES AND DISTANCES:

SOUTH 3.83 FEET;

WEST 3.25 FEET;

SOUTH 8.00 FEET;

WEST 31.50 FEET;

NORTH 8.00 FEET;

WEST 5.75 FEET;

NORTH 3.83 FEET TO THE NORTH I INE OF SAID BLOCK 1;

THENCE EAST 40.50 FEET TO THE POINT OF BEGINNING.

ALSO THAT PART OF SAID PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 25.67 FEET ABOVE CCD AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 36.50 FEFT ABOVE CCD AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF SAID PART BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON SAID NORTH LINE OF BLOCK 1 WHICH IS 25.89 FEET WEST OF THE NORTHEAST CORNER OF SAID BLOCK 1;

THENCE ALONG LINES WHICH ARE PERPENDICULAR TO OF PARALLEL WITH SAID NORTH LINE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 12.00 FEET;

WEST 45.00 FEET;

NORTH 12.00 FEET TO SAID NORTH LINE OF BLOCK 1;

THENCE EAST ALONG SAID NORTH LINE, 45.00 FEET TO THE POINT OF EFGINNING.

ALSO THAT PART OF SAID PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 36.50 FEET ABOVE CCD AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 47.00 FEET CCD AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF SAID PART BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 1;

THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK 1, A DISTANCE OF 19.33 FEET; THENCE ALONG LINES WHICH ARE PARALLEL WITH, OR PERPENDICULAR TO THE NORTH LINE OF SAID BLOCK 1, THE FOLLOWING COURSES AND DISTANCES:

WEST 26.53 FEET

NORTH 7.50 FEET;

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WEST 21.00 FEET;

SOUTH 5.00 FEET

WEST 35.33 FEET;

NORTH 7.50 FEET;

THENCE NORTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 11.56 FEET TO AN INTERSECTION WITH A LINE WHICH IS PERPENDICULAR TO THE NORTH LINE OF SAID BLOCK 1, WHICH PERPENDICULAR LINE IS 93.39 FEET, AS MEASURED ALONG SAID NORTH LINE, WEST OF THE NORTHEAST CORNER OF SAID BLOCK 1;

THENCE NORTH ALONG THE LAST DESCRIBED PERPENDICULAR LINE, A DISTANCE OF 5.00 FEET TO SAID NORTH LINE OF BLOCK 1;

THE YOU EAST ALONG SAID NORTH LINE, A DISTANCE OF 93.39 FEET TO THE POINT OF BEGINNING.

ALSO THAT PART OF SAID PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN FLEVATION OF 47.00 FEET ABOVE CCD AND LYING BELOW A HORIZONTAL PLANE GAVING AN ELEVATION OF 109.83 FEET ABOVE CCD AND LYING WITHIN THE BOUNDARY, PROJECTED VERTICALLY, OF SAID PART BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 1;

THENCE WEST ALONG THE NORTH LINE OF SAID BLOCK 1, A DISTANCE OF 28.64 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 19.33 FEET;

THENCE EAST ALONG A LINE PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 28.61 FEET TO AN INTERSECTION WITH THE FAST LINE OF SAID BLOCK 1;

THENCE NORTH ALONG SAID EAST LIVE. A DISTANCE OF 19.33 FEET TO THE POINT OF BEGINNING.

AND ALSO THAT PART OF SAID PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 109.83 FEET ABOVE CCD AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 128.17 FEET ABOVE CCD AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF SAID PART BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 1:

THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK 1, A DISTANCE OF 19.33 FEET; THENCE ALONG LINES WHICH ARE PARALLEL WITH OR PERPI ND CULAR TO SAID NORTH LINE OF BLOCK 1 THE FOLLOWING DESCRIBED COURSES AND DISTANCES:

WEST 17.00 FEET;

SOUTH 53.75 FEET;

WEST 6.86 FEET;

NORTH 17.88 FEET;

WEST 48.25 FEET;

NORTH 24.50 FEET;

EAST 23.75 FEET;

NORTH 30.70 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID BLOCK 1; THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 48.39 FEET TO THE POINT OF BEGINNING.

THAT PART OF SAID PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 25.67 FEET ABOVE CCD AND BELOW A HORIZONTAL PLANE

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HAVING AN ELEVATION OF 109.83 FEET ABOVE CCD AND LYING WITHIN THE BOUNDARIES OF SAID PART BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID BLOCK 1 WHICH IS 206.00 FEET WEST OF THE NORTHEAST CORNER OF SAID BLOCK 1;

THENCE SOUTH ALONG A LINE WHICH IS PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 55.20 FEET;

THENCE EAST ALONG A LINE PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 26.60 FEET TO THE NORTHWEST CORNER OF THE HEREINAFTER DESCRIBED PROPERTY AND

THENCE ALONG LINES WHICH ARE PARALLEL WITH OR PERPENDICULAR TO SAID NORTH LINE THE FOLLOWING COURSES AND DISTANCES:

EAST 25.00 FEET;

SOUTH 12.00 FEET;

WEST 25 GO FEET;

NORTH 12.00 FEET TO THE POINT OF BEGINNING.

AND ALSO THAT PART OF SAID PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 109.83 FEET ABOVE CCD AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 123.00 FEET ABOVE CCD AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF SAID PART BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT OF THE NORTH LINE OF SAID BLOCK 1 WHICH IS 206.00 FEET WEST OF SAID NORTHEAST CORNER OF BLOCK 1;

THENCE SOUTH ALONG A LINE PER PENDICULAR TO SAID NORTH LINE, A DISTANCE

THENCE

DF 55.20 FEET;

THENCE EAST ALONG A \_

DISTANCE OF 18.44 FEET TO THE NORTHWILL

PROPERTY AND SPACE;

THENCE ALONG LINES WHICH AR PARALLEL WITH JR \_

NORTH LINE THE FOLLOWING COURSES AND DISTANCES;

EAST 33.66 FEET;

SOUTH 12.50 FEET; THENCE EAST ALONG A LINE PARALLEL TO SAID NORTH LINE OF BLOCK 1, A DISTANCE OF 18.44 FEET TO THE NORTHWEST CORNER OF THE HEREINAFTER DESCRIBED

THENCE ALONG LINES WHICH AR PARALLEL WITH OR PERPENDICULAR TO SAID

WEST 6.33 FEET;

NORTH 10.00 FEET;

WEST 3.00 FEET;

NORTH 41.26 FEET;

WEST 1.50 FEET;

NORTH 12.50 FEET TO THE POINT OF BEGINNING.

THAT PART OF SAID PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 25.67 FEET ABOVE CCD AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 36.50 FEET ABOVE CCD AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF SAID PART BOUNDED AND DESCRIBED AS FOLLOWS:

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COMMENCING AT SAID POINT ON THE NORTH LINE OF BLOCK 1, WHICH IS 206.00 WEST OF SAID NORTHEAST CORNER;

THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 108.96 FEET;

THENCE EAST ALONG A LINE PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 22.60 FEET TO THE NORTHWEST CORNER OF THE HEREINAFTER DESCRIBED PROPERTY AND SPACE:

THENCE ALONG LINES WHICH ARE PARALLEL WITH OR PERPENDICULAR TO SAID NORTH LINE OF BLOCK 1, THE FOLLOWING COURSES AND DISTANCES:

EAST 45.00 FEET;

SOUTH 10.00 FEET;

WEST 45.00 FEET;

NORTH 10.00 FEET TO THE POINT OF BEGINNING.

ALSO THAT PART OF SAID PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 36.50 FEET ABOVE CCD AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 47.00 FEET ABOVE CCD AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF SAID PART BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT ON THE NORTH LINE OF SAID BLOCK 1 WHICH IS 206.00 FEET WEST OF THE NORTHEAST CORNER OF SAID BLOCK 1;

THENCE SOUTH ALONG A LINE CERPENDICULAR TO SAID NORTH LINE OF BLOCK 1 A DISTANCE OF 108.96 FEET TO THE POINT OF REGINNING AT THE NORTHWEST CORNER OF THE HEREINAFTER DESCRIBED PROPERTY AND SPACE;

THENCE ALONG LINES WHICH ARE PARALLEL WITH OR PERPENDICULAR TO SAID NORTH LINE OF BLOCK 1, THE FOLLOWING COURSES AND DISTANCES:

14.60 FEET; EAST

SOUTH 6.00 FEET;

6.00 FEET; WEST

SOUTH 27.50 FEET;

EAST 10.00 FEET;

SOUTH 4.00 FEET;

Clerki 10.00 FEET; EAST THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE A DICTANCE OF 8.06 FEET TO A POINT WHICH IS 30.50 FEET SOUTH AND 32.60 FEET EAST, BOTH MEASURED PERPENDICULARLY, FROM SAID POINT OF BEGINNING AT THE NORTHWES I CORNER OF THE PROPERTY AND SPACE;

THENCE ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH SAID NORTH LINE OF BLOCK 1, THE FOLLOWING COURSES AND DISTANCES:

NORTH 14.00 FEET;

3.50 FEET; WEST

NORTH 6.50 FEET:

6.50 FEET; WEST

NORTH 10.00 FEET;

EAST 44.50 FEET;

SOUTH 30.00 FEET;

13.00 FEET; WEST

SOUTH 22.00 FEET;

WEST 6.75 FEET;

SOUTH 43.00 FEET;

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WEST 3.25 FEET;

SOUTH 13.95 FEET TO THE SOUTH LINE OF SAID BLOCK 1;

THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 20.00 FEET;

THENCE ALONG LINES WHICH ARE PERPENDICULAR TO OR PARALLEL WITH SAID NORTH LINE OF BLOCK 1, THE FOLLOWING COURSES AND DISTANCES:

NORTH 10.32 FEET;

WEST 15.00 FEET;

NORTH 24.00 FEET;

THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 3.54 FEET TO A POINT, WHICH IS 72.74 FEET SOUTH AND 12.10 FEET EAST, BOTH MEASURED PERPENDICULARLY, FROM THE HERETOFORE DESCRIBED POINT OF BEGINNING.

THENCE ALONG LINES WHICH ARE PARALLEL WITH OR PERPENDICULAR TO SAID NORTH LINE OF FLOCK 1, THE FOLLOWING COURSES AND DISTANCES:

6.00 FEET;

NORTH 14.00 FEET;

7.00 FEET; WEST

NORTH 17.50 FEET,

WEST 11.10 FEET;

NORTH 41.24 FEET TO THE POINT OF BEGINNING.

ALSO THAT PART OF SAIL PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 47.00 FEET ABOVE CCD AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 57.3% TEET ABOVE CCD AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF SAID PART BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT ON THE NOT PH LINE OF SAID BLOCK 1 WHICH IS 206.00 FEET WEST OF THE NORTHEAST CORNER OF SAID LUCK 1;

THENCE SOUTH ALONG A LINE PERPENDICULA 2. TO SAID NORTH LINE OF BLOCK 1, A DISTANCE OF 108.96 FEET;

THENCE EAST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF BLOCK 1, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING AT THE L'ORTHWEST CORNER OF THE HEREINAFTER DESCRIBED PROPERTY AND SPACE;

THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE. A DISTANCE OF 81.60 FEET;

THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 18.86 FEET TO A POINT, WHICH IS 81.60 FEET EAST, AND 16.00 FEET SOUTH, BOTH MEASURED PERPENDICULARLY, FROM SAID POINT OF BEGINNING;

THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 13.03 FEET TO A POINT, WHICH IS 75.60 EAST AND 33.00 FEET SOUTH, BOTH MEASURED PERPENDICULARLY, FROM SAID POINT OF BEGINNING;

THENCE ALONG LINES WHICH ARE PARALLEL WITH OR PERPENDICULAR TO SAID NORTH LINE THE FOLLOWING COURSES AND DISTANCES:

WEST 21.50 FEET;

SOUTH 19.00 FEET;

WEST 6.75 FEET;

SOUTH 43.00 FEET;

3.25 FEET; WEST

SOUTH 13.95 FEET TO THE SOUTH LINE OF SAID BLOCK 1;

THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 29.50 FEET;

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THENCE ALONG LINES, WHICH ARE PERPENDICULAR TO, OR PARALLEL WITH SAID NORTH LINE OF BLOCK 1, THE FOLLOWING COURSES AND DISTANCES:

NORTH 9.21 FEET: WEST 5.50 FEET; NORTH 28.00 FEET; EAST 5.00 FEET; NORTH 5.00 FEET; EAST 6.75 FEET; NORTH 17.00 FEET; EAST 2.24 FEET; NORTH 30.74 FEET; EAST 3.00 FEET; NORTH 9.00 FEET; 10.09 FEET; WEST

NORTH 10.00 CEET TO THE POINT OF BEGINNING.

AND ALSO THAT PART OF SAID PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 57.38 FEET ABOVE CCD AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 109.83 FEET ABOVE CCD, AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY, OF SAID PART BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT OF THE NORTH LINE OF SAID BLOCK 1 WHICH IS 206.00 FEET WEST OF SAID NORTHEAST CORNER OF SAID BLOCK 1;

THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 108.96 FEET;

THENCE EAST ALONG A LINE PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 22.60 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF THE HEREINAFTER DESCRIBED PROPERTY AND SPACE;

THENCE ALONG LINES, WHICH ARE PARALLEL WITH, OR PERPENDICULAR TO SAID NORTH LINE OF BLOCK 1, THE FOLLOWING COURSES AND DISTANCES:

EAST 56.50 FEET;

SOUTH 18.25 FEET;

WEST 50.50 FEET;

NORTH 8.25 FEET;

WEST 6.00 FEET;

NORTH 10.00 FEET TO THE POINT OF BEGINNING.

e) ALL OF THAT PART OF THE PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 128.17 FEET ABOVE CCD AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID BLOCK 1, WHICH LIES NORTH OF A LINE WHICH IS 55.20 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF BLOCK 1, AND WHICH LIES EAST OF A LINE WHICH IS PERPENDICULAR TO SAID NORTH LINE OF BLOCK 1, WHICH SAID PERPENDICULAR LINE PASSES THROUGH A POINT WHICH IS 206.00 FEET WEST OF SAID NORTHEAST CORNER OF BLOCK 1;

ALSO ALL OF THAT PART OF THE PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 123.00 FEET ABOVE CCD AND WHICH LIES WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID BLOCK 1 WHICH LIES SOUTH OF A LINE WHICH IS 55.20 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF BLOCK 1, AND WHICH LIES NORTH OF A LINE WHICH IS 162.70 FEET SOUTH

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OF AND PARALLEL WITH SAID NORTH LINE OF BLOCK 1, AND WHICH LIES EAST OF SAID PERPENDICULAR LINE WHICH PASSES THROUGH A POINT WHICH IS 206.00 FEET WEST OF SAID NORTHEAST CORNER OF BLOCK 1;

AND ALSO ALL OF THAT PART OF THE PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 128.17 FEET ABOVE CCD AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID BLOCK 1 WHICH LIES SOUTH OF A LINE WHICH IS 162.70 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF BLOCK 1 AND WHICH LIES EAST OF SAID LINE WHICH IS PERPENDICULAR TO THE NORTH LINE OF BLOCK 1 WHICH PASSES THROUGH SAID POINT WHICH IS 206.00 FEET WEST OF SAID NORTHEAST CORNER OF BLOCK 1;

EXCEPTING THEREFROM THAT PART OF THE PROPERTY AND SPACE WHICH LIES ABOVE A HORIZON FAL PLANE HAVING AN ELEVATION OF 128.17 FEET ABOVE CCD AND LYING BELOW A HCRIZONTAL PLANE HAVING AN ELEVATION OF 138.50 FEET ABOVE CCD AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID BLOCK 1 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 173.69 FEET SOUTH AND 12.14 WEST, BOTH MEASURED PERPENDICULARLY, FROM SAID NORTHEAST CORNER OF SAID BLOCK 1;

THENCE ALONG LINES, WEIGH ARE PARALLEL WITH, OR PERPENDICULAR TO SAID NORTH LINE OF BLOCK 1 THE FOLLOVING COURSES AND DISTANCES:

WEST 19.25 FEET;

SOUTH 9.75 FEET;

19.25 FEET; EAST

NORTH 9.75 FEET TO THE POINT OF BECANNING.

ALL OF THAT PART OF SAID PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 124.50 FEET ABOVE CCD AND LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 128.17 FEET ABOVE CCD AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF SAID PART BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT ON THE NORTH LINE OF BLOCK 1 WHICH IS 206.00 FEET WEST OF THE NORTHEAST CORNER OF BLOCK 1;

THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID NOR THE VINE OF BLOCK 1, A

DISTANCE OF 188.19 FEET; THENCE EAST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF BLOCK 1, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF THE HEREINAFTER DESCRIBED PROPERTY AND SPACE;

THENCE ALONG LINES WHICH ARE PARALLEL WITH OR PERPENDICULAR TO SAID NORTH LINE OF BLOCK 1, THE FOLLOWING COURSES AND DISTANCES:

17.50 FEET; EAST

SOUTH 23.00 FEET;

17.50 FEET; WEST

NORTH 23.00 FEET TO THE POINT OF BEGINNING.

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#### Parcel 2:

Unit numbers 306, 307, 407, 501, 504, 506, 507, 704, and 801 in The Lofts at Cityfront Plaza Condominium Association Condominium as delineated on a survey of the following described parcel of real estate:

Lofts at Cityfront Plaza Condominium Association Condominium as delineated on a survey of the following described parcel of real estate:

certain parts of the land, property and space comprised of a part of block 1 in Cityfront Center, being a resubdivision in the north fraction of section 10, township 39 north, range 14, east of the third principal meridian in Cook County Illinois:

which survey is attached as an exhibit to the declaration of condominium recorded as documer number 0630315058 as amended together with said units' undivided percentage interest in the common elements.

### Parcel 3:

Easements for the benefit of Parceis 1 and 2 as created by Declaration of Covenants, Conditions, Restrictions and Easements, dated 2-28-06 and recorded 3-8-06 as Documents No. 0606745116.