



Doc#: 0729260072 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/19/2007 02:57 PM Pg: 1 of 12

PREPARED BY:

RETURN TO:

Samuel P. Gussis/Shaw Gussis
321 N. Clark, Suite 800
Chicago, IL 60610



ND1071170 -JL 10 26 10 NNN 01201

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (hereinafter referred to as "Agreement") made this 18th day of October, 2007, among CITIGROUP GLOBAL MARKETS REALTY CORP., a New York corporation (hereinafter referred to as "Lender"), LOEHMANN'S OPERATING CO. (hereinafter referred to as "Tenant"), and SMITHFIELD PROPERTIES XLIV LLC, an Illinois limited liability company (hereinafter referred to as "Landlord").

RECITALS:

A. Landlord and Tenant have entered into a certain Retail Lease dated September 26, 2006, as amended by Amendment to Retail Lease dated May 17, 2007 (collectively and as amended and/or assigned, the "Lease") relating to approximately 27,000 square feet of space on the first two (2) floors (hereinafter referred to as the "Premises"), located at the real property more particularly described on Exhibit A attached hereto (hereinafter referred to as the "Property").

B. Lender has made or has committed to make a loan to Landlord in the approximate principal amount of \$12,000,000.00 (hereinafter referred to as the "Loan") secured by a mortgage or security deed (as the same may be amended, restated, extended, or otherwise modified from time to time, the "Mortgage") and an assignment of leases and rents (as the same may be amended, restated, extended, or otherwise modified from time to time, the "Assignment of Leases") from Landlord to Lender covering the Property including the Premises.

C. Tenant has agreed that the Lease shall be subject and subordinate to the Mortgage held by Lender, provided Tenant is assured of continued occupancy of the Premises under the terms of the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Lease to the contrary, it is hereby agreed as follows:

1. Subordination and Consent. Lender, Tenant and Landlord do hereby covenant and agree that the Lease with all rights, options, liens and charges created thereby, is and shall continue to be subject and subordinate in all respects to the lien of the Mortgage and to any renewals, modifications, consolidations, replacements and extensions thereof to the full extent of all advancements made thereunder. Tenant acknowledges that Landlord will execute and deliver to Lender an assignment of the Lease as security for said loan, and Tenant hereby expressly

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

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consents to such assignment. Tenant agrees that if there is a default by Landlord in the performance and observance of any of the terms of such Loan, Lender may, at its option, demand all rents due under the Lease be paid by Tenant directly to Lender at the address specified below, or as otherwise specified by Lender. Tenant agrees that upon receipt by Tenant of Lender's written request for payment of rent directly to Lender, Tenant will timely remit any and all payments due under the Lease directly to, and payable to the order of, Lender. Such payments to Lender will constitute performance of Tenant's payment obligations under the Lease.

2. Nondisturbance. So long as Tenant complies with Tenant's obligations under the Lease and is not in default under the Lease after notice and any applicable grace period, Lender will not disturb Tenant's use, possession and enjoyment of the Premises for the entire term of the Lease including all extension options nor will Tenant's rights under the Lease be impaired in any foreclosure action, sale under a power of sale, transfer in lieu of the foregoing, or the exercise of any other remedy pursuant to the Mortgage; provided, however, that Lender shall not be:

(i) subject to any claims, offsets or defenses which Tenant might have against any prior landlord (including Landlord); or

(ii) liable for any act or omission of any prior landlord (including Landlord); or

(iii) bound by any rent or additional rent which Tenant might have paid for more than the current month or any other prepaid charge paid to any prior landlord (including Landlord); provided that Lender shall be responsible for the security deposit and the letter of credit provided by Tenant under the Lease; or

(iv) bound by any amendment or modification of the Lease made without its written consent; provided however that Tenant shall have had notice of any successor to Lender.

Nothing in this section shall be deemed to waive any of Tenant's rights and remedies against any prior landlord.

Provided that Tenant's rights hereunder are protected, nothing contained herein shall prevent Lender from naming Tenant in any foreclosure or other action or proceeding initiated by Lender pursuant to the Mortgage to the extent necessary under applicable Law in order for Lender to avail itself of and complete the foreclosure or other remedy. Tenant acknowledges and agrees that it has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Premises or the Property, or any portion thereof or any interest therein, and to the extent that Tenant has had, or hereafter acquires, any such right or option, the same is hereby acknowledged to be subject and subordinate to the lien of the Mortgage and is hereby waived and released as against Lender.

3. Attornment. Tenant does hereby agree with Lender that, in the event Lender becomes the owner of the Property by foreclosure, conveyance in lieu of foreclosure or otherwise, then Tenant shall attorn to and recognize Lender as the landlord under the Lease for the remainder of the term thereof, and Tenant shall perform and observe its obligations thereunder, subject only to the terms and conditions of the Lease. Tenant further covenants and

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agrees to execute and deliver upon request of Lender an appropriate agreement of attornment to Lender.

4. Lease Defaults. In the event Landlord shall fail to perform or observe any of the terms, conditions or agreements in the Lease and such default entitles Tenant to cancel or terminate the Lease, then Tenant shall give written notice thereof to Lender and Lender shall have the right (but not the obligation) to cure such default provided that Lender gives Tenant written notice of its intention to cure the default within ten (10) days after Lender's receipt of notice of such default. Tenant shall not take any action to cancel or terminate the Lease with respect to such default for a period of thirty (30) days following receipt of such written notice by Lender; provided, however, that in the case of any default which cannot with diligence be cured within said thirty (30) day period, if Lender shall have given notice of its intention to cure and shall proceed promptly to cure such default and thereafter prosecute the curing of such default with diligence and continuity, the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of such default with diligence and continuity. The terms of this paragraph 4 shall not affect Tenant's rights pursuant to Sections 3.2 and 21.29 of the Lease.

5. Obligations and Liability of Lender. In the event that Lender succeeds to the interest of landlord under the Lease, or title to the Property, then Lender shall assume and be bound by the obligations of the landlord under the Lease which accrue from and after such succession to any prior landlord's interest in the Premises, subject to the limitations set forth in paragraph 2 of this Agreement and in this paragraph 5. In the event that Lender shall acquire Landlord's interest in the Property, Lender shall have no obligation, nor incur any liability, beyond Lender's then equity interest, if any, in the Property, and Tenant shall look exclusively to such equity interest of Lender, if any, in the Property for the payment and discharge of any obligations or liability imposed upon Lender hereunder, under the Lease (or under any new lease with Tenant), and Lender is hereby released and relieved of any other obligations or liability hereunder, under the Lease or under any such new lease. Lender shall not, either by virtue of the Mortgage, the Assignment of Leases or this Agreement, be or become a mortgagee in possession or, unless Lender shall have undertaken to cure a default under the Lease as provided in paragraph 4, be or become subject to any liability or obligation under the Lease or otherwise until Lender shall have acquired the Landlord's interest in the Property, by foreclosure or otherwise, and then such liability or obligation of Lender under the Lease (as modified by the terms of this Agreement) shall extend only to those liabilities or obligations accruing subsequent to the date that Lender has acquired Landlord's interest in the Property. Without limiting the generality of the foregoing, neither the Mortgage, the Assignment of Leases nor this Agreement shall, prior to Lender's acquisition of Landlord's interest in the Property, by foreclosure or otherwise, operate to place responsibility for the control, care, management or repair of the Property upon Lender or impose upon Lender responsibility for the carrying out of any of the terms or conditions of the Lease, and Lender shall not be responsible or liable for any waste committed on either the Premises or the Property by any party whatsoever, for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control of either the Premises or the Property.

6. Severability. If any portion or portions of this Agreement shall be held invalid or inoperative, then all of the remaining portions shall remain in full force and effect, and, so far as

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is reasonable and possible, effect shall be given to the intent manifested by the portion or portions held to be invalid or inoperative.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

8. Notices. All notices or other communications required or permitted to be given pursuant to the provisions hereof shall be in writing and shall be considered as properly given if (i) mailed to the addressee by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the addressee, or (iii) by delivery to a third party commercial delivery service for same day or next day delivery to the office of the addressee with proof of delivery. Notice so given shall be effective, as applicable, upon (i) the third (3rd) day following the day such notice is deposited with the U.S. Postal Service, (ii) delivery to the addressee, or (iii) on the same or next day when delivery is made to the addressee, as applicable. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the parties shall be:

Lender: Citigroup Global Markets Realty Corp.
388 Greenwich Street, Floor 19
New York, NY 10013
Attn: _____

Landlord: Smithfield Properties XLIV LLC
400 West Huron
Chicago, Illinois 60610
Attn: W. Harris Smith and Robert Buono

With a copy to: Lawrence M. Gritton
400 West Huron
Chicago, Illinois 60610

Tenant: Loehmann's Operating Co.
2500 Halsey Street
Bronx, NY 10461
Attn: Robert Glass, President and CEO

With a copy to: General Counsel
2500 Halsey Street
Bronx, NY 10461

Notwithstanding the foregoing, any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other parties in the manner set forth herein.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, successors-in-title and assigns. When used herein, the term "landlord" refers to Landlord and to

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any successor to the interest of Landlord under the Lease and "Lender" refers to Lender and to any assignee of the note secured by the Mortgage, Lender's servicer of the Loan, if any, any purchaser at a foreclosure sale under the Mortgage, or any transferee who acquires possession of or title to the Property, or any successors or assigns of such purchasers and/or transferees.

10. Tenant's Personal Property. In no event shall the Mortgage cover or encumber (and shall not be construed as subjecting in any manner to the lien thereof) any of Tenant's moveable trade fixtures, business equipment, furniture, signs or other personal property at any time placed on or about the Premises.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

12. Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

(Signature page follows)

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written.

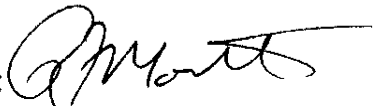
LENDER:

CITIGROUP GLOBAL MARKETS
REALTY CORP., a New York corporation

By:
Name:
Title:


TENANT:

LOEHMANN'S OPERATING CO.
a Delaware corporation

By: 
Name: Richard Morretta
Title: Vice President

LANDLORD:

SMITHFIELD PROPERTIES XLIV LLC
a n Illinois limited liability company

By: 
Name: W. Harris Smith
Title: President of its Manager

Property of Cook County Clerk's Office

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STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, _____, by _____ of Citigroup Global Markets Realty Corp., a New York corporation, on behalf of said corporation.

[S E A L]

My Commission Expires: _____

Notary Public - State of _____

Printed Name of Notary Public

STATE OF NEW YORK §
COUNTY OF BRONX §

This instrument was ACKNOWLEDGED before me on Oct 15th, 2007, by Richard Morretta, as Vice President _____ of Loehmann's Operating Co. _____, a Delaware corporation, on behalf of said corporation.

[S E A L]

My Commission Expires: 5/8/10

Yasmin Rodriguez
Notary Public - State of New York

Printed Name of Notary Public

Yasmin Rodriguez

YASMIN RODRIGUEZ
Notary Public - State of New York
No. 01RC6148434
Qualified in Bronx County
Commission Expires May 8, 2010

STATE OF IL §
COUNTY OF Cook §

This instrument was ACKNOWLEDGED before me on October 15, 2007, by W. Harris Smith, Pres of Harris Management, Ltd., as Manager of Southfield Properties LLC, an LLC, on behalf of said corp.

[S E A L]

My Commission Expires: _____

Adriana M Hernandez
Notary Public - State of IL

Printed Name of Notary Public



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written.

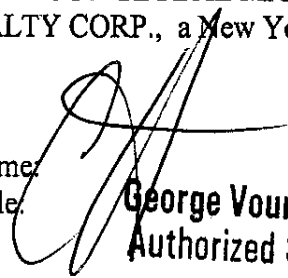
LENDER:

CITIGROUP GLOBAL MARKETS
REALTY CORP., a New York corporation

By:

Name:

Title:



George Voumvourakis
Authorized Signatory

TENANT:

LOEHMANN'S OPERATING CO.
a Delaware corporation

By:

Name: Richard Morretta

Title: Vice President

LANDLORD:

SMITHFIELD PROPERTIES XLIV LLC
an Illinois limited liability company

By:

Name: W. Hans Smith

Title: President of its Manager

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STATE OF New York §

COUNTY OF New York §

This instrument was acknowledged before me on the 17th day of October, 2007, by George Voumouarakis, Authorized Signatory of Citigroup Global Markets Realty Corp., a New York corporation, on behalf of said corporation.

[SEAL]

Ana E Rosu
Notary Public - State of NY

My Commission Expires: _____

Printed Name of Notary Public

ANA E. ROSU
Notary Public, State of New York
No. 01RO6030260
Qualified in Nassau County
Commission Expires 09/07/2009

STATE OF NEW YORK §

COUNTY OF BRONX §

This instrument was ACKNOWLEDGED before me on Oct. 15th, 2007, by Richard Morretta, as Vice President _____ of Loehmann's Operating Co. _____, a Delaware corporation, on behalf of said corporation.

[SEAL]

Yasmin Morri
Notary Public - State of New York

My Commission Expires: _____

5/8/10

Printed Name of Notary Public

YASMIN RODRIGUEZ
Notary Public - State of New York
No. 01RO614534
Qualified in Bronx County
Commission Expires May 8, 2010

STATE OF IL §

COUNTY OF Cook §

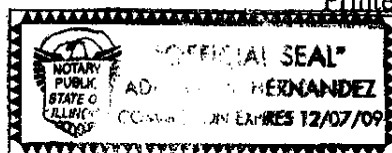
This instrument was ACKNOWLEDGED before me on October 15, 2007, by W. Harris Smith, Manager, Pres of Harris Management, LLC, as of Smithfield Properties LLC, an Ill. LLC, on behalf of said Corp.

[SEAL]

Adriana M Hernandez
Notary Public - State of IL

My Commission Expires: _____

Printed Name of Notary Public



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EXHIBIT A (Mortgaged Property)

Retail Parcels

RETAIL PARCEL 1-LOWER LEVEL

THAT PART OF LOTS 25 TO 31, INCLUSIVE, IN BLOCK 9 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +15.09 CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 00' 36" EAST ALONG THE EAST LINE OF SAID TRACT 18.86 FEET; THENCE SOUTH 89° 59' 24" WEST 42.30 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 12' 02" WEST 20.39 FEET; THENCE NORTH 89° 47' 58" WEST 9.51 FEET; THENCE SOUTH 00° 12' 02" WEST 1.38 FEET; THENCE NORTH 89° 47' 58" WEST 16.50 FEET; THENCE NORTH 00° 12' 02" EAST 22.43 FEET; THENCE SOUTH 89° 47' 58" EAST 16.50 FEET; THENCE SOUTH 00° 12' 02" WEST 0.66 FEET; THENCE SOUTH 89° 47' 58" EAST 9.51 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 2-LOWER LEVEL

THAT PART OF LOTS 25 TO 31, INCLUSIVE, IN BLOCK 9 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +15.09 CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00° 00' 36" WEST ALONG THE EAST LINE OF SAID TRACT 41.67 FEET; THENCE SOUTH 89° 59' 24" WEST 26.08 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89° 38' 16" WEST 9.21 FEET; THENCE NORTH 00° 21' 44" EAST 9.08 FEET; THENCE SOUTH 89° 38' 16" EAST 9.21 FEET; THENCE SOUTH 00° 21' 44" WEST 9.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 3-FIRST FLOOR

THAT PART OF LOTS 25 TO 31, INCLUSIVE, IN BLOCK 9 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +36.30 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +15.09 CHICAGO CITY DATUM, (EXCEPT THAT PART DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 00' 36" EAST ALONG THE EAST LINE OF SAID TRACT 3.94 FEET; THENCE SOUTH 89° 59' 24" WEST 42.48 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 00° 24' 39" WEST 14.85 FEET; THENCE NORTH 89° 27' 22" WEST 9.68 FEET; THENCE NORTH 00° 24' 39" EAST 14.85 FEET; THENCE SOUTH 89° 27' 22" EAST 9.68 FEET TO THE POINT OF BEGINNING,

ALSO EXCEPTING

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 00' 36" EAST ALONG THE EAST LINE OF SAID TRACT 18.97 FEET; THENCE SOUTH 89° 59' 24" WEST 23.71 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 00° 23' 58" WEST 20.43 FEET; THENCE NORTH 89° 36' 02"

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WEST 10.74 FEET; THENCE NORTH 00° 23' 58" EAST 20.43 FEET; THENCE SOUTH 89° 36' 02" EAST 10.74 FEET TO THE POINT OF BEGINNING,

ALSO EXCEPTING

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 89° 02' 58" WEST ALONG THE SOUTH LINE OF SAID TRACT 24.13 FEET TO THE POINT OF BEGINNING, THENCE NORTH 00° 39' 27" EAST 32.36 FEET; THENCE SOUTH 89° 30' 21" EAST 0.54 FEET; THENCE NORTH 00° 51' 55" EAST 10.05 FEET; THENCE NORTH 89° 29' 18" WEST 30.36 FEET; THENCE SOUTH 00° 18' 34" WEST 42.19 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 89° 02' 58" EAST ALONG SAID SOUTH LINE 29.52 FEET TO THE POINT OF BEGINNING,

ALSO EXCEPTING

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 89° 02' 58" WEST ALONG THE SOUTH LINE OF SAID TRACT 24.13 FEET, THENCE NORTH 00° 39' 27" EAST 32.36 FEET; THENCE SOUTH 89° 30' 21" EAST 0.54 FEET; THENCE NORTH 00° 51' 55" EAST 10.05 FEET; THENCE SOUTH 89° 39' 40" EAST 9.75 FEET; THENCE SOUTH 01° 00' 43" WEST 6.44 FEET; THENCE SOUTH 89° 23' 42" EAST 13.42 FEET TO A POINT ON THE EAST LINE OF SAID TRACT; THENCE SOUTH 00° 00' 36" EAST ALONG SAID EAST LINE 36.17 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 4-SECOND FLOOR

THAT PART OF LOTS 25 TO 31, INCLUSIVE, IN BLOCK 9 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF -58.39 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +36.30 CHICAGO CITY DATUM, (EXCEPT THAT PART DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 00' 36" EAST ALONG THE EAST LINE OF SAID TRACT 18.97 FEET; THENCE SOUTH 89° 59' 24" WEST 23.71 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 00° 23' 58" WEST 20.43 FEET; THENCE NORTH 89° 36' 02" WEST 10.74 FEET; THENCE NORTH 00° 23' 58" EAST 20.43 FEET; THENCE SOUTH 89° 36' 02" EAST 10.74 FEET TO THE POINT OF BEGINNING,

ALSO EXCEPTING

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00° 00' 36" WEST ALONG THE EAST LINE OF SAID TRACT 20.62 FEET; THENCE SOUTH 89° 59' 24" WEST 24.86 FEET TO THE POINT OF BEGINNING, THENCE NORTH 89° 36' 02" WEST 10.74 FEET; THENCE NORTH 00° 23' 58" EAST 20.43 FEET; THENCE SOUTH 89° 36' 02" EAST 10.74 FEET THENCE SOUTH 00° 23' 58" WEST 20.43 FEET; TO THE POINT OF BEGINNING,

ALSO EXCEPTING

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00° 00' 36" WEST ALONG THE EAST LINE OF SAID TRACT 20.62 FEET; THENCE SOUTH 89° 59' 24" WEST 43.52 FEET TO THE POINT OF BEGINNING, THENCE NORTH 89° 36' 02" WEST 9.09 FEET; THENCE NORTH 00° 23' 58" EAST 20.43 FEET; THENCE SOUTH 89° 36' 02" EAST 9.09 FEET THENCE SOUTH 00° 23' 58" WEST 20.43 FEET; TO THE POINT OF BEGINNING,

ALSO EXCEPTING

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00° 00' 36" WEST ALONG THE EAST LINE OF SAID TRACT 18.09 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 59' 24" WEST 12.51 FEET; THENCE NORTH 00° 10' 21" EAST 17.95 FEET; THENCE NORTH 89° 59' 24"

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EAST 12.45 FEET TO A POINT ON THE EAST LINE OF SAID TRACT; THENCE SOUTH 00° 00' 36" EAST ALONG SAID EAST LINE 17.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 5-THIRD-FOURTH FLOORS

THAT PART OF LOTS 25 TO 31, INCLUSIVE, IN BLOCK 9 IN FORT DEARBORN ADDITION TO CHICAGO IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +102.32 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +58.39 CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY, DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00° 00' 36" EAST ALONG THE EAST LINE OF SAID TRACT 28.74 FEET; THENCE SOUTH 89° 59' 24" WEST 42.65 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 00° 12' 02" WEST 10.51 FEET; THENCE NORTH 89° 47' 58" WEST 9.20 FEET; THENCE NORTH 00° 12' 02" EAST 10.51 FEET; THENCE SOUTH 89° 47' 58" EAST 9.20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 17-10-305-007-8001,8002

Street Address: 151 N. State Street/8 E. Randolph Street, Chicago, Illinois