

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:



Doc#: 0729733040 Fee: \$62.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/24/2007 08:00 AM Pg: 1 of 20

Thomas P. Duffy, Esq.  
Wildman Harrold Allen & Dixon LLP  
225 West Wacker Drive, Suite 2800  
Chicago, Illinois 60606

8369899 D2 D6 5 of 5

## SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE/ESTOPPEL AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE/ESTOPPEL AGREEMENT (this "Agreement") dated as of October 19, 2007, between Health Care Service Corporation, a mutual legal reserve company ("Tenant"), and AXA Equitable Life Insurance Company, a New York corporation, its successors and assigns ("Mortgagee"), having offices at 1290 Avenue of the Americas, New York, New York 10104 and IAC 955 West Cermak LLC, a Delaware limited liability company, or one of its subsidiaries or affiliates ("Buyer" or "Successor Landlord").

### RECITALS:

1. Tenant is the lessee under that certain lease executed between Tenant and KDC-Cermak Investments, LP, a Delaware limited partnership ("Landlord") dated April 17, 2006, as amended by the First Amendment to Lease dated as of September 7, 2007, between Landlord and Tenant (the lease and all amendments thereto are hereinafter referred to as the "Lease," all capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease), covering all or a portion of property legally described in Schedule I attached hereto and made a part hereof (the "Property").
2. Mortgagee is making a loan (the "Loan") to Buyer, which is under contract to acquire the Property from Landlord, and the Loan is secured, in part, by the lien of a mortgage or deed of trust executed and delivered by Buyer to Mortgagee encumbering the Property (the "Mortgage") and an assignment of leases and rents from the Property.
3. As a condition to Buyer acquiring the Property and Mortgagee making the Loan, Buyer and Mortgagee require that Tenant enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Box 400-CTCC

2007

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A. Tenant hereby represents, acknowledges and agrees, except to the extent otherwise expressly herein set forth, as follows as of the date hereof:

1. The Lease is in full force and effect, and has not been amended, modified or extended (except for the First Amendment to Lease referred to above). A letter agreement dated February 16, 2007 ("Letter Agreement") between Tenant and Koll Development Company ("Koll"), on behalf of Landlord, was executed and delivered which made certain financial accommodations to Tenant with respect to construction of the Property, including credits granted to Tenant with respect to rentals due for the months of March, April and May, 2007 and as otherwise described therein. Landlord and/or Koll has satisfied all obligations under such Letter Agreement and no financial payments or credits are unpaid or uncredited. None of Landlord, Koll or Tenant have any rights or obligations remaining under the Letter Agreement.
2. The current monthly Base Rent payment under the Lease is \$132,185.08. Rent has been paid through October 31, 2007. No advance rents have been prepaid except for the current month.
3. The security deposit under the Lease is currently: NONE.
4. The Landlord's Work and the Planting Work have been substantially completed and accepted (subject to the terms of Section 2.03 of the Lease) by Tenant in accordance with the terms of Section 2.02 of the Lease. Tenant acknowledges and agrees that no violation of Section 2.02 of the Lease shall be deemed to exist as a result of the fact that the Punchlist Items were not completed within ninety (90) days from Substantial Completion as set forth in such Section 2.02.
5. No Base Rent Credit or Actual Holdover Costs (as those terms are defined in the Lease) or tenant improvement allowance are due Tenant. In addition, no portion of the Hard Cost Contingency is due Tenant.
6. To the best of Tenant's knowledge, there is no default on the part of the Landlord or Tenant under the Lease, and no conditions exist which, with notice or the passage of time, would render a default. To the best of Tenant's knowledge, there are no claims, offsets or defenses that Tenant has against the enforcement of the Lease by Landlord.
7. To the best of Tenant's knowledge, Tenant has not violated the terms and conditions of the Easement Agreement dated June 15, 2006, by and between The Cermak-Morgan LLC, an Illinois limited liability company, and Landlord and recorded in the Cook County Recorder's Office on July 21, 2006, as Document No. 0620212087.

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8. There is no guaranty of the Lease.
9. Tenant has not sublet all or any portion of the Property, nor has Tenant assigned or transferred any of its rights under the Lease or any interest therein.
10. Tenant has waived its right of first offer to purchase the Property pursuant to Section 32.01 of the Lease with respect to the sale of the Property to Buyer. The Lease does not contain any options to purchase and/or lease additional space, rights of set off, rights of first refusal to lease additional space or any similar provisions regarding acquisition of ownership interests or additional leased space in the building, except as follows: (a) Tenant has a continuing right of first offer to purchase the Property pursuant to Section 32.01 of the Lease with respect to future proposed sales, and (b) Tenant has the option to purchase the Property upon delivery of Purchase Notice to Landlord pursuant to Section 31.01, et seq. of the Lease.
11. Tenant is not insolvent and is able to pay its debts as they mature. Tenant has not declared bankruptcy or similar insolvency proceedings, has no present intentions of doing so, no such proceeding has been commenced against Tenant seeking such relief, and Tenant has no knowledge that any such proceeding is threatened.
12. No modification, amendment or renewal of the Lease, or prepayment of more than one month's rent shall be made without Mortgagee's prior written consent.
13. All rent payments shall be paid as provided under the Lease until Tenant has been otherwise notified by Mortgagee or its successor and assign. Tenant agrees that, upon receipt of a notice from Mortgagee or its successor or assign that there has been a default by Successor Landlord under the Loan Documents and demanding that subsequent rent payments be made to Mortgagee, Tenant shall make all subsequent rent payments directly to Mortgagee (or its successor or assign), or at the direction of Mortgagee (or its successor or assign). All prepayments of more than one month's rent and any and all termination fees paid by Tenant, or at Tenant's direction, shall be payable jointly to Mortgagee and Successor Landlord. Buyer hereby authorizes and directs Tenant to make any such payments to Mortgagee as provided above upon receipt of a notice from Mortgagee as provided above without any obligation or necessity on behalf of Tenant to inquire as to the validity of such notice, and Buyer hereby agrees that all such payments made by Tenant to Mortgagee shall constitute payments under the Lease and Successor Landlord shall have no claim against Tenant by reason of such payments made by Tenant to Mortgagee.

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14. Tenant will deliver to Mortgagee a copy of all notices of default under the Lease that Tenant delivers to Successor Landlord in accordance with the notice provision set forth herein.

B. The Lease and all terms thereof, including, without limitation, any options to purchase, rights of first offer, rights of set off, and any similar rights, are and shall be subject and subordinate to the Mortgage, and to all amendments, modifications, replacements and extensions thereof, to the full extent of the principal, interest, fees, expenses and all other amounts secured thereby; provided that this subordination shall not serve to prohibit Tenant's exercise of any options to purchase or rights of first offer or to purchase the Property in connection therewith provided that in connection with any such sale of the Property to Tenant in accordance with the exercise of such options or rights all indebtedness of Buyer to Mortgagee secured by the Mortgage (including, without limitation, all principal, accrued and unpaid interest and prepayment premium, if applicable) are paid in full at the closing of such sale, and further provided that Tenant hereby acknowledges and agrees that no right of first offer shall be triggered by any foreclosure of the Mortgage by Mortgagee or subsequent foreclosure sale of the Property or by any deed in lieu of foreclosure given by Buyer to Mortgagee .

C. Upon Mortgagee's succeeding to Successor Landlord's interest under the Lease, Tenant covenants and agrees to attorn to Mortgagee or a purchaser at a foreclosure or trustee's sale, to recognize such successor landlord as Tenant's landlord under the Lease, and to be bound by and perform all of the obligations and conditions imposed upon Tenant by the Lease. If requested by Mortgagee or any subsequent owner, Tenant shall execute a new lease with Mortgagee or such subsequent owner, for a term equal to the remaining term of the Lease and otherwise containing the same provisions and covenants of the Lease.

D. In the event that Mortgagee shall succeed to the interest of Successor Landlord under the Lease and there exists no default by Tenant under the Lease and Tenant has not amended the Lease without Mortgagee's prior written consent (except any amendment documenting the extension of the Lease term resulting from the exercise by Tenant of any option to extend contained in the Lease), Mortgagee agrees not to disturb or otherwise interfere with Tenant's possession of the Property for the un-expired term of the Lease, provided that Mortgagee shall not be:

1. liable for any act or omission of Successor Landlord or any prior landlord under the Lease (except to the extent such act or omission continues beyond the date when Mortgagee succeeds to Successor Landlord's or any prior landlord's interest in the Lease and Tenant has given notice to Mortgagee of the same in accordance in accordance with the terms of the Lease);
2. subject to any defense, claim, counter-claim or set-off which Tenant might have against Successor Landlord or any prior landlord;

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3. bound by any rent or additional rent which Tenant might have paid for more than the current month to Successor Landlord or any prior landlord; or
4. bound by any amendment or modification of the Lease made without Mortgagee's prior written consent (except any amendment documenting the extension of the Lease term resulting from the exercise by Tenant of any option to extend contained in the Lease); or
5. bound by any obligation to make any payment to Tenant which was required to be made prior to the time such successor landlord succeeded to Successor Landlord's interest

E. Notwithstanding anything contained herein or in the Mortgage to the contrary, Mortgagee recognizes and agrees that the proceeds of any casualty insurance with respect to any casualty occurring prior to the tenth (10<sup>th</sup>) anniversary of the Turnover Date under the Lease shall be made available for the reconstruction of the Property (except in the event that Tenant exercises any right under the Lease to terminate the Lease as a result of such casualty).

F. If Mortgagee elects to foreclose the Mortgage, Mortgagee will not join Tenant in summary or foreclosure proceedings unless required by applicable law (and then only to the extent so required) as long as Tenant has not amended the Lease without Mortgagee's prior written consent (except any amendment documenting the extension of the Lease term resulting from the exercise by Tenant of any option to extend contained in the Lease) and is not in default under the Lease after the expiration of all applicable notice and cure periods.

G. Prior to terminating the Lease due to a default by Successor Landlord that is not cured by Successor Landlord within any applicable grace or cure period thereunder, Tenant agrees to notify Mortgagee of such default and give Mortgagee the opportunity to cure such default within thirty (30) days of Mortgagee's receipt of such notice for defaults curable by the payment of money or ninety (90) days with respect to a default requiring the performance of a non-monetary obligation.

H. This Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

I. This Agreement can be modified only in writing duly executed by the parties.

J. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Mortgagee:	AXA Equitable Life Insurance Company 1290 Avenue of the Americas New York, New York 10104 Attention: Real Estate Legal Department
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	<p><u>With a copy to:</u>          Quadrant Real Estate Advisors LLC          12735 Morris Road, Suite 100          Alpharetta, Georgia 30004          Attention: GIA – Asset Management          (Loan No. 16-724)</p> <p><u>And to:</u>          Cap Mark Services, Inc.          3 Ravinia Drive, Suite 200          Atlanta, Georgia 30346          Attention: Shared Services Group          (Loan No. 16-724)</p>
<p>To          Buyer/Successor          Landlord:</p>	<p>International Airport Centers L.L.C.          1849 Green Bay Road          Highland Park, Illinois 60035          Attn: Craig Arnson</p>
<p>To Tenant:</p>	<p>Health Care Service Corporation          300 East Randolph Street          Chicago, Illinois 60601          Attn: Geoff Credi</p> <p><u>with a copy to:</u>          Health Care Service Corporation          300 East Randolph Street          Chicago, Illinois 60601          Attn: General Counsel</p> <p><u>And to:</u>          Health Care Service Corporation          300 East Randolph Street          Chicago, Illinois 60601          Attn: Andrew Pini</p>

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (1) if personally delivered, then on the date of delivery, (2) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (3) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

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K. If any action or proceeding is instituted to enforce the terms hereof, the prevailing party in such action or proceeding shall be entitled to reasonable attorneys' fees, costs and expenses of the prevailing party.

L. This Agreement, and all obligations of Tenant hereunder, shall terminate upon the release and satisfaction of the Mortgage.

M. The undersigned representative of Tenant certifies that he/she has full power, authority and right to execute and deliver this Agreement on behalf of Tenant and to bind Tenant to the provisions hereof.

N. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which when taken together shall constitute one agreement.

O. Tenant also acknowledges and agrees that Tenant has made the statements herein for the benefit and protection of Buyer and any assignee of Buyer to induce Buyer and any such assignee to acquire the Property, and that Buyer and any such assignee shall have the right to, and will, rely on such statements.


[SIGNATURE PAGE TO FOLLOW]

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

**TENANT:**

**Health Care Service Corporation,**  
a mutual legal reserve company

By:   
Name: ANDREW HUI  
Its: DSVP - CORP. REAL ESTATE

**MORTGAGEE:**

**AXA Equitable Life Insurance**  
**Company,** a New York corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**BUYER/SUCCESSOR LANDLORD:**

**IAC 955 West Cermak LLC,** a Delaware  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Property of Cook County Clerk's Office

MCA 10/4/07



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

**TENANT:**

**Health Care Service Corporation,**  
a mutual legal reserve company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**MORTGAGEE:**

**AXA Equitable Life Insurance**  
**Company, a New York corporation**

By: *Michael E. Nichols*  
Name: MICHAEL E. NICHOLS  
Its: INVESTMENT OFFICER

**BUYER/SUCCESSOR LANDLORD:**

**IAC 955 West Cermak LLC, a Delaware**  
**limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Property of Cook County Clerk's Office

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

**TENANT:**

**Health Care Service Corporation,**  
a mutual legal reserve company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

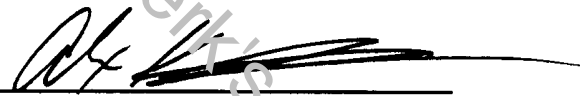
**MORTGAGEE:**

**AXA Equitable Life Insurance**  
**Company,** a New York corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**BUYER/SUCCESSOR LANDLORD:**

**IAC 955 West Cermak LLC,** a Delaware  
limited liability company

By:   
Name: Alex Kurrmeier  
Its: President and Managing Director

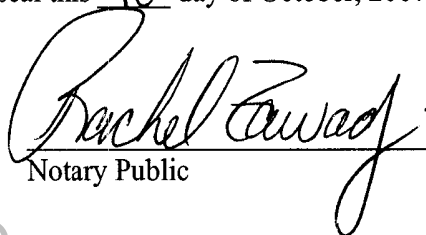
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STATE OF ILLINOIS                    )  
  )  
COUNTY OF LAKE                    )        SS.

I, Rachel Zawadzki, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Alex Kurrelmeier, the President and Managing Director of International Airport Centers, L.L.C., a Delaware limited liability company, the Manager and sole member of IAC 955 West Cermak LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18 day of October, 2007.

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

[SEAL]  
My commission expires: 07/09/11

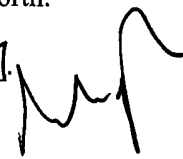


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STATE OF Illinois )  
 )  
COUNTY OF Cook ) SS.

I, Barbara Otsuji, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Andrew J. Pini, the divisional senior vice president of Health Care Service Corporation, a mutual legal reserve company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4 day of October, 2007. 



Barbara S. Otsuji  
Notary Public

My commission expires: May 2 2009

[SEAL]

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Georgia  
STATE OF ILLINOIS )  
COUNTY OF Fulton ) SS.

I, Monika Gruenert, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Michael E. Nichols, the Investment Officer of AXA Equitable Life Insurance Company, a New York corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Investment Officer for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11<sup>th</sup> day of October, 2007.

Monika Gruenert  
Notary Public

[SEAL]

My commission expires:  
4/16/10

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## SCHEDULE I

### Legal Description



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## LEGAL DESCRIPTION

### PARCEL 1:

LOTS 49 THROUGH 53, BOTH INCLUSIVE, AND THOSE PARTS OF LOTS 45 THROUGH 48, BOTH INCLUSIVE IN GREEN'S SOUTH BRANCH ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO LOTS 1 THROUGH 8, BOTH INCLUSIVE IN BLOCK 3 AND THAT PORTION OF BLOCK 4 IN MCCORD'S SUBDIVISION OF THE WEST 2.56 ACRES OF THE EAST 16.72 ACRES OF THE FRACTIONAL NORTHEAST 1/4 OF SAID SECTION 29, TOGETHER WITH THAT PART OF VACATED SOUTH LUMBER STREET, AND ALSO TOGETHER WITH A PORTION OF JOY'S CANAL (NOW FILLED), ALL TAKEN AS ONE TRACT, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID BLOCK 4 IN MCCORD'S SUBDIVISION, SAID NORTHWESTERLY CORNER BEING A POINT ON THE EAST LINE OF GREEN'S SOUTH BRANCH ADDITION TO CHICAGO AND THE WEST LINE OF MCCORD'S SUBDIVISION AFORESAID AND RUNNING;

THENCE NORTH 69 DEGREES 21 MINUTES 23 SECONDS EAST (THE BASIS OF BEARINGS BEING ASSUMED) ALONG THE NORTHERLY LINE OF SAID BLOCK 4, SAID NORTHERLY LINE BEING HERE ALSO THE SOUTHERLY LINE OF SOUTH LUMBER STREET, A DISTANCE OF 92.54 FEET TO THE NORTHEAST CORNER OF BLOCK 4 IN SAID MCCORD'S SUBDIVISION;

THENCE SOUTH 01 DEGREE 35 MINUTES 56 SECONDS EAST ALONG THE EAST LINE OF SAID BLOCK 4, A DISTANCE OF 237.74 FEET TO THE NORTHERLY LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS IMPROVED;

THENCE SOUTH 68 DEGREES 37 MINUTES 14 SECONDS WEST ALONG SAID NORTHERLY LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER, AS IMPROVED, A DISTANCE OF 216.00 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE;

THENCE SOUTH 74 DEGREES 32 MINUTES 48 SECONDS WEST ALONG SAID NORTHERLY LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER, AS IMPROVED, A DISTANCE OF 142.58 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE;

THENCE SOUTH 82 DEGREES 12 MINUTES 29 SECONDS WEST ALONG SAID NORTHERLY LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER, AS IMPROVED, A DISTANCE: OF 132.85 FEET TO A POINT;

THENCE NORTH 01 DEGREE 38 MINUTES 56 SECONDS WEST, ALONG A STRAIGHT LINE, A DISTANCE OF 767.48 FEET TO A POINT;

THENCE NORTH 88 DEGREES, 21 MINUTES 04 SECONDS EAST, A DISTANCE OF 386.43 FEET TO THE EAST LINE OF GREEN'S SOUTH BRANCH ADDITION TO CHICAGO AND THE WEST LINE OF MCCORD'S SUBDIVISION AFORESAID;

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THENCE SOUTH 01 DEGREE 40 MINUTES 09 SECONDS EAST ALONG SAID EAST LINE OF GREENE'S SOUTH BRANCH ADDITION TO CHICAGO AND THE WEST LINE OF MCCORD'S SUBDIVISION, A DISTANCE OF 39.80 FEET TO A POINT ON THE SOUTH LINE OF WEST 23RD STREET, SAID POINT BEING ALSO THE NORTHWEST CORNER OF LOT 4 IN BLOCK 3 AFORESAID;

THENCE NORTH 88 DEGREES 24 MINUTES 10 SECONDS EAST ALONG SAID SOUTH LINE OF WEST 23RD STREET, THE SOUTH LINE OF WEST 23RD STREET BEING ALSO THE NORTH LINE OF LOTS 1 THROUGH 4, BOTH INCLUSIVE, IN BLOCK 3 IN SAID MCCORD'S SUBDIVISION, A DISTANCE OF 87.97 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH 01 DEGREE, 35 MINUTES 56 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1, THE EAST LINE OF LOT 1 BEING ALSO THE EAST LINE OF BLOCK 3 IN SAID MCCORD'S SUBDIVISION, A DISTANCE OF 122.22 FEET TO THE NORTH LINE OF THE 20 FOOT WIDE EAST WEST ALLEY IN SAID BLOCK 3;

THENCE SOUTH 88 DEGREES 24 MINUTES 10 SECONDS WEST ALONG SAID NORTH LINE OF THE 20 FOOT WIDE EAST WEST ALLEY IN BLOCK 3, THE NORTH LINE OF THE 20 FOOT WIDE ALLEY BEING HERE THE SOUTH LINE OF LOTS 1 THROUGH 4, BOTH INCLUSIVE, IN SAID BLOCK 3, A DISTANCE OF 87.82 FEET TO THE WEST LINE OF MCCORD'S SUBDIVISION AFORESAID;

THENCE SOUTH 01 DEGREE, 40 MINUTES 09 SECONDS EAST ALONG SAID WEST LINE OF MCCORD'S SUBDIVISION, THE WEST LINE OF MCCORD'S SUBDIVISION BEING ALSO A PORTION OF THE EAST LINE OF LOTS 51 AND 52 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO AFOREMENTIONED, A DISTANCE OF 20.00 FEET TO THE SOUTH LINE OF SAID 20.00 FOOT WIDE EAST WEST ALLEY IN BLOCK 3;

THENCE NORTH 88 DEGREES 24 MINUTES 10 SECONDS EAST ALONG SAID SOUTH LINE OF THE 20.00 FOOT WIDE EAST WEST ALLEY IN BLOCK 3 IN MCCORD'S SUBDIVISION, THE SOUTH LINE OF THE 20.00 FOOT WIDE EAST WEST ALLEY BEING HERE THE NORTH LINE OF LOTS 5 THROUGH 8, BOTH INCLUSIVE, IN BLOCK 3 IN SAID MCCORD'S SUBDIVISION, A DISTANCE OF 87.79 FEET TO THE NORTHEAST CORNER OF SAID LOT 8;

THENCE SOUTH 01 DEGREE, 35 MINUTES 56 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 8, SAID EAST LINE OF LOT 8 BEING ALSO THE EAST LINE OF BLOCK 3 IN MCCORD'S SUBDIVISION AFORESAID, A DISTANCE OF 156.66 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 8, THE SOUTHEAST CORNER OF LOT 8 BEING ON THE NORTHERLY LINE OF SOUTH LUMBER STREET;

THENCE SOUTH 69 DEGREES 21 MINUTES, 23 SECONDS WEST ALONG SAID NORTHERLY LINE OF SOUTH LUMBER STREET, THE NORTHERLY LINE OF SOUTH LUMBER STREET BEING ALSO THE SOUTHERLY LINE OF LOTS 5 THROUGH 8 BOTH INCLUSIVE IN BLOCK 3 AFORESAID, A DISTANCE OF 92.63 FEET TO THE EAST LINE OF GREENE'S SOUTH BRANCH ADDITION TO CHICAGO AND THE WEST LINE OF MCCORD'S SUBDIVISION AFOREMENTIONED;

THENCE SOUTH 01 DEGREE 40 MINUTES 09 SECONDS EAST ALONG SAID EAST LINE OF GREENE'S SOUTH BRANCH ADDITION TO CHICAGO AND THE WEST LINE OF MCCORD'S SUBDIVISION, A DISTANCE OF 69.79 FEET TO THE POINT OF BEGINNING, EXCEPTING ANY PORTION OF THE LAND, IF ANY, LYING WITHIN THE SOUTH BRANCH OF THE CHICAGO



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RIVER, AS CONVEYED TO THE SANITARY DISTRICT OF CHICAGO BY DEED RECORDED APRIL 21, 1903 IN BOOK 7791, PAGES 84, 85 AND 86, IN COOK COUNTY, ILLINOIS.

ALSO

ALL THAT PART OF SOUTH LUMBER STREET, NOW VACATED BY ORDINANCE RECORDED MARCH 7, 2007 AS DOCUMENT 0706606029, LYING SOUTH AND SOUTHERLY OF THE SOUTHERLY LINE OF LOTS 5 TO 8, BOTH INCLUSIVE, IN BLOCK 3 LYING NORTH AND NORTHERLY OF THE NORTHERLY LINE OF BLOCK 4, LYING EAST AND EASTERLY OF THE EAST LINE OF SOUTH LUMBER STREET, AS VACATED, IN ACCORDANCE WITH AN ORDINANCE APPROVED BY THE CHICAGO CITY COUNCIL, SEP 19, 1870 REPORT OF COMMITTEE ON STREETS AND ALLEYS ON AN ORDINANCE VACATING LUMBER STREET FROM JOY'S CANAL TO GREENE'S SOUTH BRANCH ADDITION WEST DIVISION TO CHICAGO, CITED AS DOCUMENT 1869/70 1363 A 09/19, SAID EAST LINE OF VACATED SOUTH LUMBER STREET BEING DESCRIBED AS A LINE DRAWN FROM THE SOUTHWESTERLY CORNER OF LOT 5 IN BLOCK 3 TO THE NORTHWESTERLY CORNER OF BLOCK 4 AND LYING WEST AND WESTERLY OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 8 IN BLOCK 3 TO THE NORTHEAST CORNER OF BLOCK 4 ALL IN THE SUBDIVISION OF THE WEST 2.56 ACRES OF THE EAST 16.72 ACRES IN THE NORTHEAST FRACTIONAL 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

ALL THAT PART OF THE EAST-WEST 20 FOOT PUBLIC ALLEY, NOW VACATED BY ORDINANCE RECORDED MARCH 7, 2007 AS DOCUMENT 0706606029, LYING SOUTH OF THE SOUTH LINE OF LOTS 1 TO 4, BOTH INCLUSIVE, LYING NORTH OF THE NORTH LINE OF LOTS 5 TO 8, BOTH INCLUSIVE, LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 1 TO THE NORTHEAST CORNER OF LOT 4 AND LYING EAST OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 4 TO THE NORTHWEST CORNER OF LOT 5 ALL IN BLOCK 3 IN SUBDIVISION OF THE WEST 2.56 ACRES OF THE EAST 16.72 ACRES IN THE NORTHEAST FRACTIONAL 1/4 OF SECTION 29 AFORESAID.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT AGREEMENT CREATING PEDESTRIAN UTILITY AREA, MAINTENANCE AND REPAIR OF ACCESS AREA, ACCESS AREA AND SIGN EASEMENT, ALLOCATION OF COSTS AND REAL ESTATE TAXES, AND STORM DRAINAGE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AND BETWEEN CERMAK-MORGAN LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND KDC-CERMAK INVESTMENT, LP, A DELAWARE LIMITED PARTNERSHIP DATED JUNE 15, 2006 AND RECORDED JULY 21, 2006 AS DOCUMENT NUMBER 0620212087 FOR THE PURPOSE OF INGRESS AND EGRESS, PEDESTRIAN UTILITY AREA, ACCESS AREA AND STORM DRAINAGE EASEMENT, OVER THE FOLLOWING DESCRIBED LAND:

THOSE PARTS OF LOTS 59 THROUGH 70, INCLUSIVE, TOGETHER WITH A PORTION OF JOY'S CANAL (NOW FILLED) IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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COMMENCING AT A POINT IN THE NORTH LINE OF SAID LOT 59, IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, THE NORTH LINE OF SAID LOT 59 BEING HERE THE SOUTH LINE OF WEST CERMAK ROAD, SAID POINT BEING DISTANCE 12.00 FEET WEST OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S (FORMER CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY) SPUR TRACK CENTERLINE AS LOCATED AND CONSTRUCTED IN JULY, 1998, SAID POINT BEING ALSO 200.00 FEET, MORE OR LESS, WEST OF THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE CENTERLINE OF SOUTH PEORIA STREET WITH SAID SOUTH LINE OF WEST CERMAK ROAD AS MEASURED ALONG SAID SOUTH LINE, SAID POINT OF COMMENCEMENT BEING ALSO 616.23 FEET EAST OF THE NORTHWEST CORNER OF LOT 60 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO AFORESAID, AND RUNNING;

THENCE SOUTH 88 DEGREES 24 MINUTES 07 SECONDS WEST (THE BASIS OF BEARINGS BEING ASSUMED) ALONG SAID SOUTH LINE OF WEST CERMAK ROAD, A DISTANCE OF 258.78 FEET TO A POINT OF CURVE, SAID POINT OF CURVE BEING ALSO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND;

THENCE SOUTHWESTWARDLY ALONG SAID CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY, SAID POINT OF TANGENCY BEING A POINT ON A LINE PERPENDICULAR TO SAID SOUTH LINE OF WEST CERMAK ROAD;

THENCE SOUTH 01 DEGREE 35 MINUTES 53 SECONDS EAST ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 156.65 FEET TO A POINT ON A LINE 181.65 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH LINE OF WEST CERMAK ROAD;

THENCE SOUTH 88 DEGREES 24 MINUTES 07 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 11 DEGREES 08 MINUTES 14 SECONDS WEST, A DISTANCE OF 112.15 FEET TO A POINT, SAID POINT BEING 291.04 FEET SOUTH OF SAID SOUTH LINE OF WEST CERMAK ROAD AND IN A LINE 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF JOY'S CANAL (NOW FILLED) AFORESAID;

THENCE SOUTH 01 DEGREE 38 MINUTES 56 SECONDS EAST ALONG SAID LINE 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF JOY'S CANAL (NOW FILLED), A DISTANCE OF 756.56 FEET TO A POINT ON A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE;

THENCE SOUTH 88 DEGREES 21 MINUTES 04 SECONDS WEST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 40.00 FEET TO A POINT ON A LINE 10.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID JOY'S CANAL (NOW FILLED);

THENCE NORTH 01 DEGREE 38 MINUTES 56 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 760.79 FEET TO A POINT, SAID POINT BEING 286.85 FEET SOUTH OF SAID SOUTH LINE OF WEST CERMAK ROAD, MEASURED PERPENDICULARLY;

THENCE NORTH 08 DEGREES 17 MINUTES 29 SECONDS EAST, A DISTANCE OF 190.55 FEET TO A POINT, SAID POINT BEING THE SOUTHERLY TERMINUS OF A LINE PERPENDICULAR TO AND 99.13 FEET SOUTH FROM SAID SOUTH LINE OF WEST CERMAK ROAD;

THENCE NORTH 01 DEGREES 35 MINUTES 53 SECONDS WEST ALONG THE LAST

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DESCRIBED PERPENDICULAR LINE, A DISTANCE OF 94.13 FEET TO A POINT, SAID POINT BEING IN A LINE 5.00 SOUTH FROM AND PERPENDICULAR TO THE SOUTH LINE OF WEST CERMAK ROAD;

THENCE NORTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET, WITH A CHORD LENGTH OF 15.81 FEET AND A CHORD BEARING OF NORTH 73 DEGREES 09 MINUTES 47 SECONDS WEST, AN ARC DISTANCE OF 16.09 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 88 DEGREES 24 MINUTES 07 SECONDS EAST ALONG SAID SOUTH LINE OF WEST CERMAK ROAD, A DISTANCE OF 102.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

## PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED IN EASEMENT AGREEMENT DATED JUNE 15, 2006 AND RECORDED JULY 21, 2006 AS DOCUMENT NUMBER 0620212087 FOR THE PURPOSE OF A SIGN TO BE ERRECTED OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 60 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH FRACTIONAL PART OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF WEST CERMAK ROAD WITH THE EAST LINE OF SOUTH MORGAN STREET, SAID POINT BEING ALSO THE NORTHWEST CORNER OF LOT 60 IN GREENE'S SOUTH BRANCH ADDITION TO CHICAGO AFORESAID, AND RUNNING:

THENCE NORTH 88 DEGREES 24 MINUTES 07 SECONDS EAST (BASIS OF BEARINGS ASSUMED), ALONG SAID SOUTH LINE OF WEST CERMAK ROAD A DISTANCE OF 245.55 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND;

THENCE SOUTH 01 DEGREES 35 MINUTES 53 SECONDS EAST, A DISTANCE OF 16.00 FEET TO A POINT, SAID POINT BEING IN A LINE PARALLEL WITH AND 16.00 FEET SOUTH OF THE SOUTH LINE OF WEST CERMAK ROAD;

THENCE NORTH 88 DEGREES 24 MINUTES 07 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 25.00 FEET TO A POINT, SAID POINT BEING IN A LINE PARALLEL WITH AND 16.00 FEET SOUTH OF THE SOUTH LINE OF WEST CERMAK ROAD;

THENCE NORTH 01 DEGREES 35 MINUTES 53 SECONDS WEST, A DISTANCE OF 11.00 FEET TO A POINT, SAID POINT BEING 5.00 FEET SOUTH FROM THE SOUTH LINE OF WEST CERMAK ROAD, MEASURED PERPENDICULARLY;

THENCE NORTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS 25.00 FEET, WITH A CHORD LENGTH OF 15.81 FEET AND A CHORD BEARING OF NORTH 73 DEGREES 09 MINUTES 47 SECONDS WEST, AN ARC DISTANCE OF 16.09 FEET TO A POINT OF NON-TANGENCY;

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THENCE SOUTH 88 DEGREES 24 MINUTES 07 SECONDS WEST ALONG SAID SOUTH LINE OF WEST CERMAK ROAD, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Address: 955 West Cermak, Chicago, Illinois 60608

PIN's: part of 17-29-200-037-0000

17-29-200-038-0000

17-29-203-008-0000

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