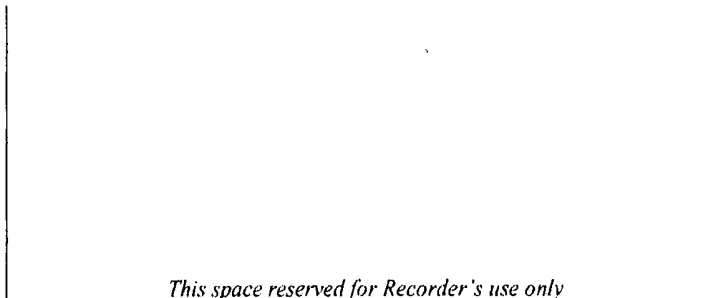




Doc#: 0804533212 Fee: \$60.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 02/14/2008 01:15 PM Pg: 1 of 19

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Meltzer, Purtil & Stelle LLC
300 South Wacker Drive
Suite 3500
Chicago, Illinois 60606
Attn: Allen C. Balk, Esq.



This space reserved for Recorder's use only

Property of Cook County Clerk's Office

SIXTH MODIFICATION OF LOAN DOCUMENTS

THIS SIXTH MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made as of the 8th day of February, 2008, and effective as of January 12, 2008, by and among RIVER EAST PLAZA, LLC, a Delaware limited liability company ("Borrower"), DANIEL E. MCLEAN, individually ("Guarantor"), and GENEVA LEASING ASSOCIATES, INC., an Illinois corporation, its successors and assigns ("Lender").

RECITALS:

A. Lender has heretofore made a loan ("Loan") to Borrower in the principal amount of Twenty-Eight Million and 00/100 Dollars (\$28,000,000.00) pursuant to the terms and conditions of an Amended and Restated Loan Agreement dated as of June 12, 2006 between Borrower and Lender, and acknowledged and agreed to by the Guarantor (the "Loan Agreement"; all terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement).

B. The Loan is evidenced by that certain Amended and Restated Promissory Note dated June 12, 2006 in the principal amount of Twenty-Eight Million and 00/100 Dollars (\$28,000,000.00) (as amended, restated or replaced from time to time, the "Note") made payable by Borrower to the order of Lender.

C. The Note is secured by, among other things, (i) that certain Amended and Restated Mortgage and Security Agreement dated June 12, 2006 from Borrower to Lender recorded with the Recorder of Deeds in Cook County, Illinois ("Recorder's Office") on June 14, 2006, as Document No. 0616502102 (the "Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property"), (ii) that certain Assignment of Rents and Leases dated June 12 2006 from Borrower to Lender recorded with the Recorder's Office on June 14, 2006, as Document No. 0616502103 ("Assignment of Rents"), and (iii) certain other loan documents (the Note, the Mortgage, the Assignment, and the other documents evidencing, securing and guarantying the Loan, in their

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original form and as amended, are sometimes collectively referred to herein as the "Loan Documents").

D. The Loan is further secured by a separate Amended and Restated Guaranty dated June 12, 2006 from Guarantor to Lender (the "Guaranty").

E. The Loan has previously been modified by that certain (i) First Modification of Amended and Restated Mortgage and Security Agreement, dated June 12, 2007, recorded on July 19, 2007, in the Recorder's Office as Document No. 0720033014 (the "First Modification"), (ii) Second Modification of Amended and Restated Mortgage and Security Agreement, dated September 12, 2007, recorded in the Recorder's Office as Document No. 0729735365 (the "Second Modification"), (iii) Third Modification of Amended and Restated Mortgage and Security Agreement, dated October 12, 2007, recorded on November 13, 2007, in the Recorder's Office as Document No. 0731733120 (the "Third Modification"), (iv) Fourth Modification of Amended and Restated Mortgage and Security Agreement, dated November 12, 2007, recorded in the Recorder's Office as Document No. 0803518034 (the "Fourth Modification") and (v) Fifth Modification of Amended and Restated Mortgage and Security Agreement, dated December 12, 2007, recorded in the Recorder's Office as Document No. 0803518035 (the "Fifth Modification"). All references herein to the Loan Agreement, the Mortgage, the Assignment of Rents, the Guaranty and/or to any or all of the Loan Documents shall refer to such document as amended by the First Modification, the Second Modification, the Third Modification the Fourth Modification and the Fifth Modification.

F. Borrower and Guarantor have now requested that Lender further amend the Loan to extend the Maturity Date of the Loan from January 12, 2008 to April 12, 2008.

G. Lender has agreed to the requested amendment as set forth herein, and to amend the Loan Documents upon the terms, and subject to the conditions, contained in this Agreement, and Borrower and Guarantor have agreed to execute and deliver this Agreement and such other documents and instruments as shall be reasonably required by Lender.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreements by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated herein and made a part hereof.

2. **Capitalized Terms.** The capitalized terms used herein without definition shall have the same meaning herein as such terms have in the Loan Agreement.

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3. **Maturity Date.** The Maturity Date is hereby extended from January 12, 2008 to April 12, 2008, or such earlier date when all indebtedness under the Loan shall be due and payable. Any reference in the Loan Agreement, the Note, the Mortgage, the Assignment of Rents, the Guaranty, or any of the other Loan Documents to the Maturity Date shall mean and refer to April 12, 2008.

4. **Amendment of the Loan Agreement.**

A. The definition of "Maturity Date" in Section 1.8 of the Loan Agreement is hereby deleted and replaced by the following, to read in its entirety as follows:

"1.8 Maturity Date/Extended Maturity Date. April 12, 2008, or such earlier date when all of the indebtedness under the Note shall become due and payable."

B. Section 8.2 of the Loan Agreement is hereby deleted and replaced by the following, to read in its entirety as follows:

"8.2 Maturity The unpaid principal balance of the Loan and all accrued and unpaid interest thereon and any fees and costs payable by Borrower hereunder, if not sooner paid or declared to be due in accordance with the terms hereof, shall be due and payable in full on the Maturity Date provided, that if no Event of Default or Unmatured Event of Default exists under the Loan Documents, Borrower shall have the right to extend the Maturity Date for an additional three (3) month period ("Extension Period"). Borrower shall exercise its option to extend the Loan by giving written notice of its election to extend the Maturity Date not less than thirty (30) days prior to the Maturity Date, accompanied by an Extension Fee (as defined in the Note)."

C. A new Paragraph 12.16 shall be added under Section 12. Events of Default, as follows:

"12.16 Mezzanine Loan. The occurrence of any event of default, under any of the loan documents in connection with that certain \$3,000,000.00 loan made by Geneva Leasing Associates, Inc., an Illinois corporation, its participants, successors and assigns, to Borrower, dated as of February 8, 2008."

5. **Amendment of the Note.** The definition of "Maturity Date" in paragraph (b) of page 2 is deleted in its entirety and replaced with the following paragraph, to read in its entirety as follows:

"(b) The unpaid principal balance of this Amended Note, if not sooner declared to be due in accordance with the terms hereof, together with all accrued and unpaid interest, shall be due and payable in full on April 12, 2008 ("Maturity Date"), provided that if no Event of Default or Unmatured Event of Default exists under the Loan Documents (as

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hereinafter defined), Borrower shall have the right to extend the Maturity Date for an additional three (3) months ("Extension Period"). Borrower shall exercise its option to extend the Loan by giving written notice of its election not less than thirty (30) days prior to the Maturity Date. Upon the giving of such notice, Maker shall pay to Lender an amount equal to one-quarter of one percent (0.25%) of all amounts outstanding and available for subsequent disbursement under the Loan ("Extension Fee"). As extended, the Maturity Date shall be July 12, 2008 ("Extended Maturity Date")."

All references to the Note in the Loan Agreement, the Mortgage, the Assignment of Rents, or any other Loan Document shall be deemed to mean the Note as amended hereby.

6. **Amendment to Guaranty.** The first full grammatical paragraph of Section 15 shall be deleted and replaced by the following, to read in its entirety as follows:

"Notwithstanding anything to the contrary contained herein, the Payment Obligations of the Guarantor under this Guaranty shall be limited to the Seventeen Million Dollars (\$17,000,000.00), plus all Enforcement Costs; provided, however, that at all times prior to the payment in full of the Debt, the Guarantor shall have:"

Any reference to the Guaranty shall mean and refer to the Guaranty as amended hereby.

7. **Extension Fee.** Borrower shall pay to Lender an Extension Fee in the amount of one quarter of one percent (0.25%), or \$70,000.00, which shall be considered to be fully earned upon execution of this Agreement.

8. **Amendment of Mortgage and Assignment of Rents.** The Mortgage and the Assignment of Rents are hereby amended to reflect the extended Maturity Date of April 12, 2008. Any references in the Mortgage and the Assignment of Rents to the Maturity Date shall be deemed to mean and refer April 12, 2008. Borrower and Guarantor each agree that Lender shall have the right to record this Agreement to reflect the subject matter of this Agreement.

9. **Other Conforming Amendments.** The Loan Documents are hereby amended to:

A. reflect the extension of the Maturity Date to April 12, 2008. All requirements, conditions and obligations under any of the Loan Agreement, Note, Mortgage, the Assignment of Rents, and other Loan Documents, as amended, shall apply, govern and control the repayment of the Loan, as amended hereby.

B. permit transfers or pledges of direct or indirect interests in Mezzanine Borrower (other than (y) the managing member's interest in Mezzanine Borrower and (z) direct or indirect interests in such managing member) without the consent of the Lender.

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10. **Additional Requirements.** The obligations of Lender to amend the Loan shall be subject to Borrower and others having delivered, or having caused to be delivered, to Lender, the following items, all of which shall be in form and substance acceptable to Lender:

- (a) This Agreement, executed by all parties other than Lender;
- (b) Certificate of Good Standing of Borrower;
- (c) Consents and Resolutions of Borrower, and any other required action in connection with the amendment of the Loan, the execution and delivery of the documents herein required, and the performance of the Loan, as amended;
- (d) Tax, lien and judgment searches satisfactory to Lender;
- (e) An Endorsement to the Loan Policy issued by the Title Company insuring the Mortgage which (i) extends the effective date of the Loan Policy to the date of recording of this Agreement, (ii) insures for all amounts disbursed under the Loan through the date of recording of this Agreement, (iii) includes interim certification over mechanic's lien claims through the date of recording of this Agreement, and (iv) raises no exceptions or other matters to title which are objectionable to Lender; and
- (f) such other documents as Lender may reasonably require.

11. **Representations and Warranties of Borrower and Guarantor.** Borrower and Guarantor hereby represents, covenants and warrants to Lender as follows:

- (a) The representations and warranties in the Loan Agreement, the Mortgage and the other Loan Documents, each as amended hereby, are true and correct as of the date hereof.
- (b) Except as waived in this Agreement, there is currently no Event of Default (as defined in the Loan Agreement) under the Note, the Mortgage or the other Loan Documents, each as amended hereby, and Borrower does not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under the Note, the Mortgage or the other Loan Documents, each as amended hereby.
- (c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower and Guarantor, as the case may be, enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.
- (d) There has been no material adverse change in the financial condition of Borrower, Guarantor or any other party whose financial statement has been delivered to

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Lender in connection with the Loan from the date of the most recent financial statement received by Lender.

(e) As of the date hereof, Borrower and Guarantor have no claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) Borrower is validly existing under the laws of the State of Illinois and has the requisite power and authority to execute and deliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.

12. **Reaffirmation of Guaranty.** Guarantor hereby ratifies and affirms its Guaranty and agrees that its Guaranty, as amended hereby, shall continue in full force and effect after the execution and delivery of this Agreement. The representations and warranties of Guarantor in its Guaranty are, as of the date hereof, true and correct and Guarantor does not know of any default thereunder. The Guaranty of Guarantor continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder.

13. **Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement including, without limitation, reasonable attorneys' fees and expenses.

14. **Effect of Bankruptcy.** Borrower hereby acknowledges and agrees that, if a petition under any Section, Chapter or provision of the United States Bankruptcy Code (the "Code") or similar law or statute is filed by or against Borrower, (i) it shall not contest, and it shall consent to, the relief requested in any motion or application of Lender made in any court of competent jurisdiction seeking sale pursuant to 11 U.S.C. Sec. 363 or a modification or termination of any automatic stay or other injunction against the Lender resulting from such filing, and (ii) it shall execute any order or other document necessary to effectuate such modification or termination. Furthermore, if such action is taken against Borrower by a third party, Borrower shall take all action necessary to have (A) the petition filed by such third party dismissed, including consenting to the immediate dismissal thereof, and (B) any additional relief requested by such third party denied, unless instructed in writing to the contrary by Lender. Lender is specifically relying upon the representations, warranties, covenants and agreements contained in this Amendment and such representations, warranties, covenants and agreements constitute a material inducement to accept the terms and conditions set forth in this Amendment and, but for the receipt of the benefit of such representations, warranties, covenants and agreements, the Lender would not have agreed to such terms and conditions. The Borrower further stipulates that, at the Lender's option, the Lender will be entitled to an immediate and absolute lifting of any automatic stay of the enforcement of the Lender's remedies under each and every Loan Document, at Law or in equity (including, without implied limitation, the provisions of 11 U.S.C. § 362, as amended) which might be accorded to the Borrower under the

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Code The Borrower agrees that the Borrower will not contest any application by the Lender to lift or vacate any such stay.

15. **JURY WAIVER.** EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AMENDMENT, THE NOTE OR ANY OF THE OTHER LOAN DOCUMENTS OR WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREIN AND THEREIN WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES. ACCORDINGLY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY KNOWINGLY AND VOLUNTARILY (A) WAIVES THE RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION, CLAIM, COUNTERCLAIM, CROSS-CLAIM, THIRD-PARTY CLAIM, DISPUTE, DEMAND, SUIT OR PROCEEDING ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AMENDMENT, THE NOTE OR ANY OF THE OTHER LOAN DOCUMENTS, THE LOAN, OR ANY RENEWAL, EXTENSION OR MODIFICATION THEREOF, OR ANY CONDUCT OF ANY PARTY RELATING THERETO, AND (B) AGREES THAT ANY SUCH ACTION, CLAIM, SUIT OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY.

16. **No Defense.** Borrower acknowledges that it has no defense, offset, or counterclaim to any of Borrower's obligations under the Loan Documents. Borrower hereby irrevocably waives and releases any and all claims, actions, and causes of action, suits and defenses which such party might hereafter have against Lender for or by reason of any matter, cause or thing whatsoever which relates to the Loan, this Amendment, or any discussion between Borrower and Lender.

17. **Release.** Borrower and Guarantor hereby fully and forever remise, release and discharge and release Lender, any parent corporation, affiliated corporation or subsidiary of Lender, and each of Lender's officers, directors, employees, attorneys and agents (each, an "Indemnified Party") or and from any all claims, demands, agreements, contracts, covenants, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, accounts, damages, judgments, losses and liabilities of whatever kind or nature in law, equity or otherwise, whether known or unknown, which Borrower and Guarantor had, may have had, now has, or can, shall or may have, for or by any reason of any and all matters, causes or things whatsoever from the beginning of time to and including the day this Amendment is executed except those arising from the gross negligence or willful misconduct of Lender.

18. **Covenant Not to Sue.** Neither Borrower nor Guarantor will institute any suit or action at law or equity against Lender or any Indemnified Party, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown past present, or future which are, were, might, or could have been asserted against Lender or any Indemnified Party in connection with any of the matters released herein.

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19. **Indemnity.** Except for the gross negligence or willful misconduct of Lender or an Indemnified Party, Borrower and Guarantor hereby covenant and agree to defend, indemnify and hold Lender harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and distributions of any kind or nature (including, without limitation, the disbursements and the reasonable fees of counsel for each Indemnified Party thereto, which shall also include, without limitation, reasonable attorneys' fees and time charges of attorneys who may be employees of Lender or any parent or affiliated corporation of Lender), which may be imposed on, incurred by, or asserted against, any Indemnified Party (whether direct, indirect or consequential and whether based on any federal, state or local laws or regulations, including, without limitation, securities, environmental laws and commercial laws and regulations, under common law or in equity, or based on contract or otherwise) in any manner relating to or arising out of this Amendment or any of the Loan Documents, or any act, event or transaction related or attendant thereto, the preparation, execution and delivery of this Amendment and the Loan Documents, the making or issuance and management of the Loan, the use or intended use of the proceeds of the Loan and the enforcement of Lender's rights and remedies under this Amendment and/or the Loan Documents, any other instruments and documents delivered hereunder or thereunder; claims, demands, proceedings, causes of action, orders obligations contracts, agreements, debts and liabilities whatsoever, whether known or unknown, suspected, or unsuspected, both at law and in equity, on account of or arising out of any matter, cause or event relating to the Loan, this Amendment, the Loan Documents or any discussions between Borrower, Guarantor and Lender.

20. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the internal laws, and not the laws of conflicts, of the State of Illinois.

(b) This Agreement shall not be construed more strictly against Lender than against Borrower or any Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrower and any Guarantor, on the one hand, and Lender, on the other hand, each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it or he has been advised by their respective counsel of the legal and practical effect of this Agreement, and recognizes that it or he is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its, his or her own free will, without promises or threats or the exertion of duress upon it or him. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by this Agreement and that they expressly warrant and represent that they are duly authorized and empowered to execute this Agreement.

(c) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower or any Guarantor nor shall privity of contract be presumed to have been established with any third party.

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(d) Borrower, Guarantors and Lender each acknowledge that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantors and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(e) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) Any references to the "Loan Documents" contained in any of the Loan Documents shall be deemed to refer to the Loan Documents as amended hereby. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(g) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(h) Time is of the essence of each of Borrower's obligations under this Agreement.

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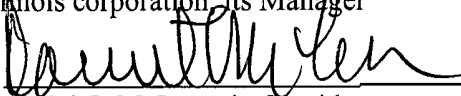
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

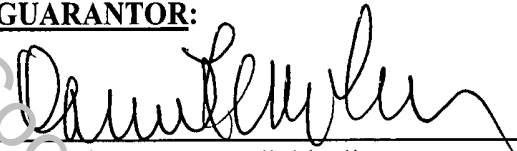
BORROWER:

RIVER EAST PLAZA, LLC,
a Delaware limited liability company

By: River East Plaza Management, Inc.,
an Illinois corporation, its Manager

By: 
Daniel E. McLean, its President

GUARANTOR:


Daniel E. McLean, Individually

LENDER:

GENEVA LEASING ASSOCIATES, INC.

By: _____
A. Wayne Massey, its President

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

BORROWER:

RIVER EAST PLAZA, LLC,
a Delaware limited liability company

By: River East Plaza Management, Inc.,
an Illinois corporation, its Manager


By: _____
Daniel E. McLean, its President

GUARANTOR:

Daniel E. McLean, Individually

LENDER:

GENEVA LEASING ASSOCIATES, INC.

By:  _____
A. Wayne Massey, its President

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STATE OF ILLINOIS)
).ss
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Daniel E. McLean, the President of River East Plaza Management, Inc., the Manager of River East Plaza, LLC, a Delaware limited liability company ("Borrower"), and 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 signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 5 day of ~~January~~ ^{February}, 2008



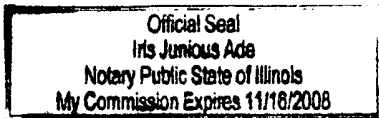
Iris Junious Ade
NOTARY PUBLIC (SEAL)

My Commission expires: 11-16-08

STATE OF ILLINOIS)
).ss
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Daniel E. McLean, 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 they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 5 day of ~~January~~ ^{February}, 2008.



Iris Junious Ade
NOTARY PUBLIC (SEAL)

My Commission expires: 11-16-08

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STATE OF ILLINOIS)
).ss
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that A. Wayne Massey, 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 they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 8th day of February, 2008.



Deneen L. Funk

NOTARY PUBLIC (SEAL)

My Commission expires: 01/30/09

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EXHIBIT A

Legal Description

PARCEL 1:

LOT 1 IN BLOCK 5 IN "CITYFRONT CENTER", BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 24, 1987 AS DOCUMENT 87106320, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE OGDEN SLIP, LYING SOUTHERLY OF AND ADJOINING LOT 1 IN BLOCK 5 IN "CITYFRONT CENTER" BEING A RESUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1 AND RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 125.104 FEET, TO AN ANGLE POINT IN SAID SOUTH LINE; THENCE CONTINUING EAST ALONG SAID SOUTH LINE, A DISTANCE OF 510.166 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH ALONG A SOUTHWARD EXTENSION OF THE EAST LINE OF SAID LOT 1, A DISTANCE OF 55.23 FEET TO AN INTERSECTION WITH A LINE, WHICH IS 50.00 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID OGDEN SLIP, SAID SOUTH LINE, BEING ALSO THE NORTH LINE OF BLOCK 6, "CITYFRONT CENTER", AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 635.11 FEET TO AN INTERSECTION WITH THE EAST LINE OF NORTH MCCLURG COURT; AND THENCE NORTH ALONG SAID EAST LINE, A DISTANCE OF 50.00 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY GRANT AND DECLARATION OF NON-EXCLUSIVE EASEMENT FROM CHICAGO DOCK AND CANAL TRUST AN ILLINOIS BUSINESS TRUST, TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 1, 1986 AND KNOWN AS TRUST NUMBER 67050 DATED SEPTEMBER 30, 1986 AND RECORDED SEPTEMBER 30, 1986 AS DOCUMENT 86446718 FOR INGRESS AND EGRESS AND NAVIGATIONAL PURPOSES OVER THE FOLLOWING DESCRIBED LAND:

PARCEL 3A:

THE SOUTH 50.00 FEET OF THAT PORTION OF THE OGDEN SLIP, DESCRIBED AS FOLLOWS, WHICH PORTION LIES SOUTH OF AND ADJOINING PARCEL 2;

THAT PART OF THE OGDEN SLIP (MICHIGAN CANAL) AS LAID OUT IN CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION OF THEIR SUBDIVISION OF ORIGINAL WATER LOT 35, AND THE ACCRETION THERETO, ALL OF BLOCK 8 AND ACCRETION, AND OF THAT PART OF BLOCK 19 LYING EAST OF SUB-BLOCK 2, ALL IN KINZIE'S ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 17, 1885 AS DOCUMENT 610129 IN BOOK 19 OF PLATS, PAGE 77, AND AS RE-ESTABLISHED AND RE-ALIGNED IN THE SUBDIVISION OF LOTS 4 TO 9, THE EAST HALF OF LOT 3 AND THE WEST 71.00 FEET OF LOT 10 IN BLOCK 8 AND ACCRETION THERETO IN THE CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 9, 1894 AS DOCUMENT 2006102 IN BOOK 61 OF PLATS, PAGE 2; AND AS LAID OUT IN THE CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION IN SAID SECTION 10, AND THE CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION IN SAID

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SECTION 10, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 16, 1954 AS DOCUMENT 15834685 IN BOOK 422 OF PLATS, AT PAGE 6, WHICH PART OF SAID OGDEN SLIP LIES EASTERLY OF THE EASTERLY LINE OF THE COLUMBUS DRIVE EXTENSION AS CONVEYED TO THE CITY OF CHICAGO BY DEED DATED MARCH 28, 1979 AND RECORDED APRIL 3, 1979 AS DOCUMENT 24902218 AND WESTERLY OF THE WESTERLY LINE OF RELOCATED NORTH LAKE SHORE DRIVE, AS CONVEYED TO THE STATE OF ILLINOIS BY DEED RECORDED JUNE 15, 1982 AS DOCUMENT 26260261, AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 7 IN CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION AFORESAID AND RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 7, HAVING A BEARING OF NORTH 89 DEGREES, 9 MINUTES, 7 SECONDS EAST (ASSUMED), A DISTANCE OF 173.98 FEET; THENCE SOUTH ALONG A STRAIGHT LINE, HAVING A BEARING OF SOUTH 0 DEGREES, 14 MINUTES, 15 SECONDS EAST, A DISTANCE OF 58.276 FEET; THENCE EAST ALONG A STRAIGHT LINE, HAVING A BEARING OF NORTH 89 DEGREES, 45 MINUTES, 50 SECONDS EAST, A DISTANCE OF 11.107 FEET; THENCE SOUTH ALONG A STRAIGHT LINE BEARING DUE SOUTH, A DISTANCE OF 71.959 FEET, TO A POINT ON THE NORTH LINE OF LOT 28 IN SAID CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION RECORDED MARCH 17, 1885 AS DOCUMENT 610129, WHICH POINT IS 81.532 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 28; THENCE WEST ALONG THE NORTH LINE OF LOTS 28 TO 42, BOTH INCLUSIVE IN SAID CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION, RECORDED AS DOCUMENT 610129, AND ALONG THE NORTH LINE OF LOTS 1 AND 2 IN THE CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION IN SAID SECTION 10, RECORDED AS DOCUMENT 15834685, HAVING A BEARING OF SOUTH 89 DEGREES, 43 MINUTES, 39 SECONDS WEST, A DISTANCE OF 1566.23 FEET TO THE EASTERLY LINE OF THE COLUMBUS DRIVE EXTENSION AFORESAID; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE, BEING A STRAIGHT LINE HAVING A BEARING OF NORTH 07 DEGREES, 53 MINUTES, 38 SECONDS EAST, A DISTANCE OF 43.90 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY CONTINUING ALONG SAID EASTERLY LINE, BEING HERE A CURVED LINE CONVEX TO THE EAST WITH A RADIUS OF 2919.79 FEET, A DISTANCE OF 57.05 FEET, TO A POINT ON THE SOUTH LINE OF LOT 14 IN SAID RESUBDIVISION RECORDED AS DOCUMENT 2006102; THENCE EAST ALONG THE SOUTH LINE OF LOTS 14 AND 13 IN SAID RESUBDIVISION RECORDED AS DOCUMENT 2006102 AND ALONG THE SOUTH LINE OF LOTS 10, 11, 12, 13, 14 AND 15 IN BLOCK 8 IN SAID CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION RECORDED AS DOCUMENT 610129, HAVING A BEARING OF NORTH 89 DEGREES, 45 MINUTES, 39 SECONDS EAST, A DISTANCE OF 833.34 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 15; THENCE EAST ALONG THE SOUTH LINE OF LOTS 12, 11, 10, 9 AND 8 IN THE AFOREMENTIONED CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION, A DISTANCE OF 534.57 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8, AND THENCE NORTH ALONG THE EAST LINE OF LOT 8, A DISTANCE OF 23.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL 3B:

THAT PORTION OF THE OGDEN SLIP DESCRIBED AS FOLLOWS, WHICH PORTION LIES EAST OF THE EAST LINE OF PARCELS 1 AND 2, EXTENDED SOUTH AND LIES WEST OF THE WESTERLY LINE OF LAKE SHORE DRIVE:

THAT PART OF THE OGDEN SLIP (MICHIGAN CANAL) AS LAID OUT IN CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION OF THEIR SUBDIVISION OF ORIGINAL WATER LOT 35, AND THE ACCRETION THERETO, ALL OF BLOCK 8 AND ACCRETION, AND OF THAT PART OF BLOCK 19, LYING EAST OF SUB-BLOCK 2, ALL IN KINZIE'S ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 17, 1885 AS DOCUMENT 610129 IN BOOK 19 OF PLATS, PAGE 77, AND AS RE-ESTABLISHED AND RE-ALIGNED IN THE SUBDIVISION OF LOTS 4 TO 9, THE EAST HALF OF LOT 3 AND THE WEST 71.00 FEET OF LOT 10 IN BLOCK 8 AND ACCRETION THERETO IN THE CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 9, 1894 AS DOCUMENT 2006102 IN BOOK 61 OF PLATS, PAGE 2; AND AS LAID OUT IN THE CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION IN

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SAID SECTION 10, AND CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION IN SAID SECTION 10, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 16, 1954 AS DOCUMENT 15834685 IN BOOK 422 OF PLATS, AT PAGE 6, WHICH PART OF SAID OGDEN SLIP LIES EASTERLY OF THE EASTERLY LINE OF THE COLUMBUS DRIVE EXTENSION AS CONVEYED TO THE CITY OF CHICAGO BY DEED DATED MARCH 28, 1979 AND RECORDED APRIL 3, 1979 AS DOCUMENT 24902218 AND WESTERLY OF THE WESTERLY LINE OF RELOCATED NORTH LAKE SHORE DRIVE, AS CONVEYED TO THE STATE OF ILLINOIS BY DEED RECORDED JUNE 15, 1982 AS DOCUMENT 26260261, AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH WEST CORNER OF LOT 7 IN CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION AFORESAID AND RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 7, HAVING A BEARING OF NORTH 89 DEGREES, 9 MINUTES, 7 SECONDS EAST (ASSUMED), A DISTANCE OF 173.98 FEET; THENCE SOUTH ALONG A STRAIGHT LINE, HAVING A BEARING OF SOUTH 00 DEGREE, 14 MINUTES, 15 SECONDS EAST, A DISTANCE OF 58.276 FEET; THENCE EAST ALONG A STRAIGHT LINE, HAVING A BEARING OF NORTH 89 DEGREES, 45 MINUTES, 50 SECONDS EAST, A DISTANCE OF 11.107 FEET; THENCE SOUTH ALONG A STRAIGHT LINE BEARING DUE SOUTH, A DISTANCE OF 71.959 FEET, TO A POINT ON THE NORTH LINE OF LOT 28 IN SAID CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION RECORDED MARCH 17, 1885 AS DOCUMENT 610129, WHICH POINT IS 81.532 FEET OF THE NORTHEAST CORNER OF SAID LOT 28; THENCE WEST ALONG THE NORTH LINE OF LOTS 28 TO 42, BOTH INCLUSIVE, IN SAID CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION, RECORDED AS DOCUMENT 610129, AND ALONG THE NORTH LINE OF LOTS 1 AND 2 IN THE CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION IN SAID SECTION 10, RECORDED AS DOCUMENT 15834685; HAVING A BEARING OF SOUTH 89 DEGREES, 43 MINUTES, 39 SECONDS WEST, A DISTANCE OF 1566.23 FEET TO THE EASTERLY LINE OF THE COLUMBUS DRIVE EXTENSION AFORESAID; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE, BEING A STRAIGHT LINE, HAVING A BEARING OF NORTH 07 DEGREES, 53 MINUTES, 38 SECONDS EAST, A DISTANCE OF 43.90 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY CONTINUING ALONG SAID EASTERLY LINE, BEING HERE A CURVED LINE CONVEX TO THE EAST WITH A RADIUS OF 211.79 FEET, A DISTANCE OF 57.05 FEET, TO A POINT ON THE SOUTH LINE OF LOT 14 IN SAID RESUBDIVISION RECORDED AS DOCUMENT 2006102; THENCE EAST ALONG THE SOUTH LINE OF LOTS 14 AND 13 IN SAID RESUBDIVISION RECORDED AS DOCUMENT 2006102 AND ALONG THE SOUTH LINE OF LOTS 10, 11, 12, 13 AND 15 IN BLOCK 8 IN SAID CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION RECORDED AS DOCUMENT 610129, HAVING A BEARING OF NORTH 89 DEGREES, 43 MINUTES, 39 SECONDS EAST, A DISTANCE OF 833.34 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 15; THENCE EAST ALONG THE SOUTH LINE OF LOTS 12, 11, 10, 9 AND 8 IN THE AFOREMENTIONED CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION, A DISTANCE OF 534.37 FEET TO THE SOUTH EAST CORNER OF SAID LOT 8, AND THENCE NORTH ALONG THE EAST LINE OF LOT 8, A DISTANCE OF 23.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL 3C:

THAT PORTION OF THE SOUTH HALF OF THE OGDEN SLIP (MICHIGAN CANAL), LYING NORTH OF LOTS 24, 25 AND 26 IN CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION OF THEIR SUBDIVISION, OF ORIGINAL WATER LOT 35 AND ACCRETION THERETO, ALL OF BLOCK 8 AND ACCRETION, AND THAT PART OF BLOCK 19, LYING EAST OF SUB-BLOCK 2, ALL IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 27 IN SAID CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION AND RUNNING THENCE EAST ALONG THE NORTH LINE OF LOTS 27 AND 26, HAVING A BEARING OF NORTH 89 DEGREES, 43 MINUTES, 39 SECONDS EAST (ASSUMED), A DISTANCE OF 102.33 FEET TO THE POINT OF BEGINNING FOR THE HEREINAFTER DESCRIBED PORTION OF THE SOUTH HALF OF THE OGDEN SLIP; THENCE NORTHERLY ALONG A STRAIGHT LINE BEARING NORTH 08 DEGREES, 16 MINUTES, 00 SECONDS EAST, A DISTANCE OF 66.889 FEET TO THE CENTERLINE OF AFORESAID OGDEN SLIP; THENCE EAST ALONG SAID CENTERLINE

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HAVING A BEARING OF NORTH 89 DEGREES, 26 MINUTES, 23 SECONDS EAST, A DISTANCE OF 278.91 FEET, TO AN INTERSECTION WITH THE NORTHWARD EXTENSION OF THE EAST LINE OF LOT 24 IN AFORESAID CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION; THENCE SOUTH ALONG SAID NORTHWARD EXTENSION OF THE EAST LINE OF LOT 24 A DISTANCE OF 72.55 FEET, TO THE NORTHEASTERLY CORNER OF SAID LOT 24; THENCE NORTHWESTWARDLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 24, A DISTANCE OF 13.99 FEET TO THE MOST NORTHERLY NORTHEAST CORNER OF SAID LOT 24, AND THENCE WEST ALONG THE NORTH LINE OF LOTS 24, 25, AND 26, HAVING A BEARING OF SOUTH 89 DEGREES, 43 MINUTES, 39 SECONDS WEST, A DISTANCE OF 276.67 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL 3D:

THE WESTERLY PORTION OF THE CHICAGO DOCK AND CANAL COMPANY'S "BASIN AND CANAL", LYING EASTERLY OF LOTS 23 AND 24 AND SOUTHERLY OF THE CENTERLINE, EXTENDED EAST, OF THE OGDEN SLIP (MICHIGAN CANAL), IN CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION OF THEIR SUBDIVISION OF ORIGINAL WATER LOT 35 AND ACCRETION THERETO, ALL OF BLOCK 8 AND ACCRETION, AND THAT PART OF BLOCK 19, LYING EAST OF SUB-BLOCK 2, ALL IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE OGDEN SLIP (MICHIGAN CANAL), WITH THE NORTHWARD EXTENSION OF THE EAST LINE OF LOT 24 IN AFORESAID CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION AND RUNNING THENCE EAST ALONG THE EASTWARD EXTENSION OF SAID CENTERLINE OF OGDEN SLIP, HAVING A BEARING OF NORTH 89 DEGREES, 26 MINUTES, 23 SECONDS EAST (ASSUMED), A DISTANCE OF 160.83 FEET, TO A POINT MIDWAY BETWEEN THE EASTERLY AND WESTERLY LINE OF SAID "BASIN AND CANAL"; THENCE SOUTHWARDLY ALONG A LINE LOCATED MIDWAY BETWEEN THE EASTERLY AND WESTERLY LINE AFORESAID, HAVING A BEARING OF SOUTH 01 DEGREE, 19 MINUTES, 30 SECONDS EAST, A DISTANCE OF 234.02 FEET; THENCE CONTINUING SOUTHWARDLY ALONG A LINE LOCATED MIDWAY BETWEEN SAID EASTERLY AND WESTERLY LINES, HAVING A BEARING OF SOUTH 05 DEGREES, 15 MINUTES, 03 SECONDS EAST, A DISTANCE OF 136.97 FEET; THENCE CONTINUING SOUTHWARDLY ALONG A LINE LOCATED MIDWAY BETWEEN SAID EASTERLY AND WESTERLY LINES, HAVING A BEARING OF SOUTH 07 DEGREES, 35 MINUTES, 28 SECONDS, EAST, A DISTANCE OF 53.89 FEET; THENCE CONTINUING SOUTHWARDLY ALONG A LINE LOCATED MIDWAY BETWEEN SAID EASTERLY AND WESTERLY LINES, HAVING A BEARING OF SOUTH 11 DEGREES, 45 MINUTES, 09 SECONDS EAST, A DISTANCE OF 14.72 FEET; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 180.88 FEET TO THE SOUTHEAST CORNER OF SAID LOT 23 IN AFOREMENTIONED CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION; THENCE NORTHWARDLY ALONG THE EASTERLY LINE OF SAID LOT 23, A DISTANCE OF 29.44 FEET, TO A DEFLECTION POINT IN SAID EASTERLY LINE, AND THENCE NORTH ALONG THE EAST LINES OF LOTS 23 AND 24 AND ALONG SAID LINES EXTENDED NORTHWARD, A DISTANCE OF 452.93 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE USE OF LOADING DOCKS FOR THE BENEFIT OF PARCEL 1, AS CREATED BY MUTUAL GRANT OF EASEMENTS, OPERATING AGREEMENT AND OPTION TO LEASE PARKING SPACES, DATED JULY 12, 1988 AND RECORDED JULY 15, 1988 AS DOCUMENT 88312035 BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 1, 1986 & KNOWN AS TRUST NUMBER 67050; AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 11, 1987 & KNOWN AS TRUST NUMBER 104210-06 AND THE CHICAGO DOCK AND CANAL TRUST, AN ILLINOIS BUSINESS TRUST, OVER A PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

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LOT 2 IN BLOCK 5 IN "CITYFRONT CENTER", BEING A SUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENT FOR ACCESS OVER THE PROMENADE BETWEEN THE SEAWALL OF THE OGDEN SLIP AND THE IMPROVEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY MUTUAL GRANT OF EASEMENTS, OPERATING AGREEMENT AND OPTION TO LEASE PARKING SPACES, DATED JULY 12, 1983 AND RECORDED JULY 15, 1988 AS DOCUMENT 88312035 BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 1, 1986 AND KNOWN AS TRUST NUMBER 67050; AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 11, 1987 AND KNOWN AS TRUST NUMBER 104210-06 AND THE CHICAGO DOCK AND CANAL TRUST, AN ILLINOIS BUSINESS TRUST, OVER A PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

LOT 2 IN BLOCK 5 IN "CITYFRONT CENTER", BEING A SUBDIVISION IN THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

A NON-EXCLUSIVE EASEMENT FOR NAVIGATIONAL PURPOSES, AS RESERVED IN THE DEED FROM THE CHICAGO DOCK AND CANAL TRUST, AN ILLINOIS BUSINESS TRUST TO THE PEOPLE OF THE STATE OF ILLINOIS, FOR THE USE OF THE DEPARTMENT OF TRANSPORTATION, DATED MAY 7, 1982 AND RECORDED JUNE 15, 1982 AS DOCUMENT 26260261, IN AND TO SO MUCH OF THE FOLLOWING DESCRIBED REAL ESTATE THAT MAY BE COVERED BY THE WATERS OF THE MICHIGAN CANAL SLIP (OGDEN SLIP), AND DESCRIBED AS FOLLOWS:

PARCEL 6A:

THAT PART OF THE SOUTH HALF OF THE OGDEN SLIP, LYING NORTH OF LOTS 26 AND 27 IN CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION OF THEIR SUBDIVISION OF ORIGINAL WATER LOT 35 AND ACCRETION THERETO, ALL OF BLOCK 8 AND ACCRETION, AND THAT PART OF BLOCK 19, LYING EAST OF SUB-BLOCK 2, ALL IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 27, WHICH IS 46.65 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 27; THENCE EAST ALONG THE NORTH LINE OF LOTS 27 AND 26, HAVING A BEARING OF NORTH 89 DEGREES, 43 MINUTES, 39 SECONDS EAST (ASSUMED), A DISTANCE OF 55.670 FEET; THENCE NORTHERLY ALONG A STRAIGHT LINE BEARING NORTH 08 DEGREES, 16 MINUTES EAST, A DISTANCE OF 66.889 FEET TO THE CENTER LINE OF AFORESAID OGDEN SLIP; THENCE WEST ALONG SAID CENTER LINE, HAVING A BEARING OF SOUTH 89 DEGREES, 26 MINUTES, 23 SECONDS WEST, A DISTANCE OF 65.563 FEET; THENCE SOUTH ALONG A STRAIGHT LINE, A DISTANCE OF 65.818 FEET TO THE POINT OF BEGINNING.

PARCEL 6B:

THAT PART OF THE SOUTH HALF OF THE OGDEN SLIP, LYING NORTH OF LOTS 27 AND 28 IN CHICAGO DOCK AND CANAL COMPANY'S RESUBDIVISION OF THEIR SUBDIVISION OF ORIGINAL WATER LOT 35 AND THE ACCRETION THEREOF, ALL OF BLOCK 8 AND ACCRETION, AND THAT PART OF BLOCK 19, LYING EAST OF SUB-BLOCK 2, ALL IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

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BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 27, WHICH IS 46.66 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 27; THENCE WEST ALONG THE NORTH LINE OF SAID LOTS 27 AND 28, HAVING A BEARING OF SOUTH 89 DEGREES, 43 MINUTES, 39 SECONDS WEST, A DISTANCE OF 128.192 FEET; THENCE NORTH ALONG A STRAIGHT LINE BEARING DUE NORTH (ASSUMED) A DISTANCE OF 65.177 FEET TO THE CENTER LINE OF OGDEN SLIP; THENCE EAST ALONG SAID CENTER LINE BEARING NORTH 89 DEGREES, 26 MINUTES, 23 SECONDS EAST, A DISTANCE OF 127.924 FEET; THENCE SOUTH ALONG A STRAIGHT LINE, A DISTANCE OF 65.818 FEET TO THE POINT OF BEGINNING.

PARCEL 6C:

THAT PART OF THE NORTH HALF OF THE OGDEN SLIP, LYING SOUTH OF LOT 7 IN CHICAGO DOCK AND CANAL COMPANY'S PESHTIGO DOCK ADDITION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 7, WHICH IS 173.98 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 7; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 7, HAVING A BEARING OF NORTH 89 DEGREES, 09 MINUTES, 7 SECONDS EAST (ASSUMED), A DISTANCE OF 145.01 FEET; THENCE SOUTH ALONG A STRAIGHT LINE, HAVING A BEARING OF SOUTH 00 DEGREE, 14 MINUTES, 15 SECONDS EAST, A DISTANCE OF 65.849 FEET TO THE CENTER LINE OF AFORESAID SLIP; THENCE WEST ALONG THE CENTER LINE OF SAID SLIP, HAVING A BEARING OF SOUTH 89 DEGREES, 26 MINUTES, 23 SECONDS WEST, A DISTANCE OF 133.924 FEET; THENCE NORTH ALONG A STRAIGHT LINE, HAVING A BEARING DUE NORTH, A DISTANCE OF 6.782 FEET; THENCE WEST ALONG A STRAIGHT LINE, HAVING A BEARING SOUTH 89 DEGREES, 45 MINUTES, 50 SECONDS WEST, A DISTANCE OF 11.107 FEET; THENCE NORTH ALONG A STRAIGHT LINE, A DISTANCE OF 58.276 FEET TO THE POINT OF BEGINNING.

Common Address: River East Plaza, Chicago, Cook County, Illinois

PIN: 17-10-219-024-0000

17-10-219-025-0000

17-10-222-001-0000