



This document prepared by
and after recording return to:

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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into this 27th day of March, 2008 ("Effective Date") by and between LAKEVIEW COLLECTION, L.L.C., an Illinois limited liability company ("Owner A") and THE EVANGELICAL LUTHERAN CHURCH OF SAINT LUKE, an Illinois religious corporation ("Owner B").

RECITALS

A. Owner A is the owner of that certain real property situated in the City of Chicago, County of Cook, State of Illinois, more particularly described on Exhibit A attached hereto and incorporated herein ("Parcel A"). Pursuant to the plans and requirements of Planned Development Ordinance No. 1052 ("PD"), Owner A intends to develop Parcel A as a mixed use residential and retail development ("Owner A Development") that includes a multi-level parking garage ("Future Parcel A Garage").

B. Owner B is the owner of that certain real property situated in the City of Chicago, County of Cook, State of Illinois, more particularly described on Exhibit B attached hereto and incorporated herein ("Parcel B") which is improved with a church building and certain ancillary facilities.

C. Owner B is also the owner of that certain real property situated in the City of Chicago, County of Cook, State of Illinois, more particularly described on Exhibit C attached hereto and incorporated herein ("SLF Parcel") that adjoins Parcel B and Parcel A. Owner B intends to convey the SLF Parcel to a third party ("SLF Parcel Owner") for development for various uses including, but not limited to, a supportive living facility ("SLF Parcel Development").

D. The SLF Parcel Development will include a parking garage to be constructed in part, at and below the grade of the SLF Parcel ("SLF Parcel Garage"). The south wall of the SLF Parcel Garage at the level below grade level is designed to provide for an opening through which vehicles may enter the SLF Parcel Garage through a passage constructed on the SLF Parcel ("Link Walls") that is designed to join an opening in the wall of the Future Parcel A Garage if and when constructed, as more particularly shown on the preliminary plans attached hereto and incorporated herein as Exhibit D ("Preliminary SLF Parcel Garage Plans").

E. In conjunction with development of the Owner A Development, the PD requires Owner A to construct a public open space that fronts on West Melrose Street on a portion of Parcel A that adjoins the SLF Parcel ("Park"), and Owner A may elect, but is not obligated to convey the Park or grant a conservation easement over the Park to the City of Chicago, the Chicago Park District or another qualified entity.

F. For the benefit of the Parcels and the present and future owners and occupants thereof, subject to the terms and conditions hereinafter set forth, and in order to facilitate the development and construction of the Owner A Development; the development, construction and continued use of the SLF

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Parcel Development; and the continued maintenance and operation of the Park, Owner A and Owner B desire to establish certain easements and agreements as more fully set forth herein.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, Owner A and Owner B hereby covenant and agree that the Parcels that are benefitted and burdened by the easements and covenants herein granted and all present and future owners and occupants of such benefitted and burdened Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that such benefitted and burdened Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, Owner A and Owner B on behalf of themselves and their respective successors and assigns covenant and agree as follows:

AGREEMENTS

1. Definitions. For purposes hereof, the following terms shall have their defined meanings set forth below:
 - 1.1 The term "Abandonment Date" is defined in Section 3(b)(i)(4).
 - 1.2 The term "Connection Joint" is defined in Section 2(a).
 - 1.3 The term "Final SLF Parcel Garage Plans" is defined in Section 2(b).
 - 1.2 The term "Future Parcel A Garage" is defined in Recital A.
 - 1.3 The term "Future Parcel A Garage Opening" is defined in Section 2(a).
 - 1.4 The term "Legal Requirements" means all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen and unforeseen, ordinary or extraordinary, which now or at any later time may be applicable to any Parcel, or any parts thereof.
 - 1.5 The term "Link Walls" is defined in Recital D.
 - 1.6 The term "Open-Cut" is defined in Section 3(a)(i)(1).
 - 1.7 The term "Owner" or "Owners" shall mean Owner A (as to Parcel A), Owner B (as to the SLF Parcel and as to Parcel B as the context requires) and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, including, without limitation, the SLF Parcel Owner upon conveyance of the SLF Parcel from Owner B to the SLF Parcel Owner, but not including the holder of any lien or encumbrance on such real property.
 - 1.8 The term "Owner A Construction Commencement Date" is defined in Section 3(b)(ii)(2).

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- 1.9 The term "Owner A Tie-Back Construction Commencement Date" is defined in Section 3(b)(i)(3).
- 1.10 The term "Owner A Development" is defined in Recital A.
- 1.11 The term "Owner A/B Temporary Construction Easement Parcel" is defined in Section 3(b)(iii).
- 1.12 The term "Owner A/SLF Temporary Construction Easement Parcel" is defined in Section 3(b)(ii).
- 1.13 The term "Owner A Tie-Back Easement Parcel" is defined in Section 3(b)(i).
- 1.14 The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on Exhibit A, Exhibit B and Exhibit C, that is, Parcel A, Parcel B and the SLF Parcel, as applicable, and any future subdivisions thereof.
- 1.15 The term "Park" is defined in Recital E.
- 1.16 The term "PD" is defined in Recital A.
- 1.17 The term "Permittee" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of the Owner of such Parcel.
- 1.18 The term "Preliminary SLF Parcel Garage Plans" is defined in Recital D. The Preliminary SLF Parcel Garage Plans are attached only for the purpose of providing a preliminary depiction of and locating the Link Walls in relation to the Future Parcel A Garage.
- 1.19 The term "SLF Construction Commencement Date" is defined in Section 3(a)(i)(2).
- 1.20 The term "SLF Parcel Development" is defined in Recital C.
- 1.21 The term "SLF Parcel Garage" is defined in Recital D.
- 1.22 The term "SLF Parcel Owner" is defined in Recital C.
- 1.23 The term "SLF Temporary Construction Easement Parcel" is defined in Section 3(a)(i).
- 1.24 The term "SLF Temporary Construction Easement Parcel Termination Date" is defined in Section 3(a)(i)(4).
- 1.25 The term "Tie-Backs" is defined in Section 3(b)(i).
- 1.2 [RESERVED]

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2. Agreement to Grant SLF Parcel Garage Access Easement. If and when Owner A determines to proceed with the Owner A Development and construction of the Future Parcel A Garage, Owner A shall grant to Owner B, as an easement appurtenant to the SLF Parcel, a perpetual, non-exclusive easement for vehicular ingress from Belmont Avenue over the entrance ramp in the Future Parcel A Garage to the SLF Parcel Garage, solely for the use of the SLF Parcel Owner and its Permittees ("Proposed SLF Parcel Garage Access Easement"). The Proposed SLF Parcel Garage Access Easement shall be subject to terms and conditions acceptable to Owner A and Owner B, which shall include, but are limited to, the following:

- a. Owner A shall design the Future Parcel A Garage wall with a knock-out panel or other means to permit the north wall of the Future Parcel A Garage to be saw-cut and removed ("Future Parcel A Garage Opening") and a connection joint installed between the Future Parcel A Garage Opening and the Link Walls ("Connection Joint") after Owner A has installed sheeting at the location of the Future Parcel A Garage Opening.
- b. The Link Walls and Connection Joint shall be installed after the Future Parcel A Garage and the SLF Parcel Garage are constructed. If the SLF Parcel Garage is constructed prior to the Future Parcel A Garage, Owner A shall cause the Link Walls and Connection Joint to be constructed in conjunction with construction of the Future Parcel A Garage. If the Future Parcel A Garage is constructed prior to the SLF Parcel Garage, the SLF Parcel Owner shall cause the Link Walls and Connection Joint to be constructed in conjunction with construction of the SLF Parcel Garage and shall be responsible for performing the work to create the Future Parcel A Garage Opening. Regardless of when constructed, the Link Walls, the Connection Joint and, if applicable, the Future Parcel A Garage Opening, shall be constructed at the sole cost and expense of the SLF Parcel Owner and in compliance with all applicable Legal Requirements, including, without limitation, installation of required fire separation and systems at the location of the Future Parcel A Garage Opening. The SLF Parcel Owner shall be solely responsible to apply and pay for and obtain any and all required government approvals, permits and licenses applicable to the construction of Link Walls and the Connection Joint. Prior to construction of the Link Walls and the Connection Joint, the SLF Parcel Owner shall provide Owner A with final plans and specifications therefore, which shall include, without limitation, provisions for waterproof and water resistant construction ("Final SLF Parcel Garage Plans"). The Final SLF Parcel Garage Plans, as to the Link Walls and Connection Joint, shall be subject to Owner A's written approval, which approval shall not be unreasonably withheld or delayed.
- c. Owner A's approval of the Final SLF Parcel Garage Plans as to the Link Walls and Connection Joint shall not be construed as representing or implying that the Final SLF Parcel Garage Plans shall, if followed, result in properly designed construction. Such approval shall in no event be construed as representing or guaranteeing that the construction performed in accordance therewith shall be built in a good or workmanlike manner or in compliance with applicable Legal Requirements. Owner A shall not be responsible or liable for any defects in the Final SLF Parcel Garage Plans submitted, revised or approved pursuant to this Section 2, any loss or damage to any person or property arising out of the approval or disapproval of any the Final SLF Parcel Garage Plans, any loss or damage arising from the non-compliance of the Final SLF Parcel Garage Plans with any Legal Requirements, nor any defects in construction pursuant to the Final SLF Parcel Garage Plans. In no event shall Owner A be responsible for or assume or be deemed to have assumed any liability with respect to entry into the SLF Parcel Garage, whether authorized or not, by virtue of having granted the SLF Parcel

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Owner and its Permittees the right to use the Proposed SLF Parcel Garage Easement Parcel. Notwithstanding the foregoing, Owner A's review and approval of the Link Walls and connection Joint plans shall be deemed a representation to the SLF Parcel owner that if the Link Walls and Connection Joint are constructed in accordance with the approved Final SLF Parcel Garage Plans, they shall be compatible and fit with the Future Parcel A Garage.

- d. The SLF Parcel Owner shall, at its sole cost and expense, maintain the Link Walls and the Connection Joint, and, if requested by Owner A, the Proposed SLF Parcel Garage Access Easement area with respect to repairs related to the Connection Joint, Link Walls and SLF Parcel Owner's use and enjoyment of the Proposed SLF Parcel Garage Access Easement, such as, without limitation, any repairs required to the Future Parcel A Garage that are caused by or related to differential settlement between the Link Walls and Connection Joint and the Future Parcel A Garage; provided, however, the SLF Parcel Owner shall not be required to make any repairs to the Future Parcel A Garage that are due to (i) defects in design or construction of the Future Parcel A Garage or (ii) modifications to the plans and specifications of the Future Parcel A Garage that result in incompatibility and lack of fit between the Future Parcel A Garage and the Link Walls and Connection Joint if constructed as approved on the Final SLF Parcel Garage Plans.
- e. Use of the Proposed SLF Parcel Garage Access Easement shall be restricted to vehicular ingress to the SLF Parcel Garage from Belmont Avenue. In exercising its rights to use the Proposed SLF Parcel Garage Access Easement, the SLF Parcel Owner shall exercise commercially reasonable efforts to minimize the impact use of the easement by the SLF Parcel Owner and its Permittees on the operation of the Future Parcel A Garage. The SLF Parcel Owner shall establish such limitations or security controls over access to the SLF Parcel Garage that the SLF Parcel Owner determines to be necessary or reasonable, in its sole and exclusive discretion.
- f. Owner A may impose reasonable limitations and security controls over use of the Proposed SLF Parcel Garage Access Easement consistent with the use of and overall security controls for the Owner A Development and Future Parcel A Garage; provided, however, that in no event shall Owner A impose any limitations, security controls or systems that prohibit access to the SLF Parcel Garage by the SLF Parcel Owner and its Permittees on a twenty-four (24) hour a day, seven (7) day a week basis, provided further, however, that notwithstanding the foregoing or anything to the contrary in this Agreement, in connection with repairs to the Future Parcel A Garage or in an emergency situation, Owner A may temporarily prevent, close-off or restrict the flow of vehicular and pedestrian ingress or use in, over, across and through the Proposed SLF Parcel Garage Access Easement and at such times, the SLF Parcel Owner may be required to make use of alternative means of ingress to the SLF Parcel Garage. Owner A shall exercise its rights hereunder only to the extent reasonably necessary under the circumstances in order to minimize the effect on the SLF Parcel Owner and its Permittees, taking into consideration their reasonable needs and requirements as well as Owner A's needs and requirements.
- g. Neither the Owner A Development nor the Future Parcel A Garage are constructed as of the Effective Date of this Agreement. Accordingly: (x) Owner A may determine, in its sole and absolute discretion, to modify the design of the Owner A Development and the Future Parcel A Garage, including, without limitation, to modify the location of the access points to the Future Parcel A Garage, provided that such modifications do not

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preclude access to the SLF Parcel Garage; and (y) Owner A may determine, in its sole and absolute discretion, not to construct the Owner A Development and/or the Future Parcel A Garage and shall have no obligation to Owner B or the SLF Parcel Owner to construct the Owner A Development and/or the Future Parcel A Garage or to grant the Proposed SLF Parcel Garage Access Easement unless and until the Owner A Development and the Future Parcel A Garage are constructed.

- h. The Owners acknowledge and agree that if the SLF Parcel Garage is constructed prior to the Future Parcel A Garage, in conjunction with Owner A's construction of the Link Walls and the Future Parcel A Garage, the SLF Parcel Owner shall grant Owner A a construction easement over the approximately south eight (8) feet of the SLF Parcel that adjoins the Future Parcel A Garage to enable Owner A to excavate for and construct the Link Walls and the Future Parcel A Garage up to the first floor deck level. Such easement may be conditioned upon Owner A taking such steps as are required under the Legal Requirements to maintain a temporary pedestrian walkway along the south side of the SLF Parcel Development during construction and to restore the easement premises to a condition that is equal to that which existed prior to the commencement of such work, including, without limitation, restoration of a permanent sidewalk.
- i. Upon completion of construction of the Future Parcel A Garage, Link Walls and Connection Joint, if ever, the legal description of the Proposed SLF Parcel Garage Access Easement area shall be prepared and the Proposed SLF Parcel Garage Access Easement agreement shall be executed and recorded.

3. Easements. Subject to any express conditions, limitations or reservations contained herein, Owner A and Owner B hereby grant, establish, covenant and agree that Parcel A, Parcel B and the SLF Parcel and all Owners and Permittees of Parcel A, Parcel B and the SLF Parcel, shall be benefited and burdened, as applicable, by the following nonexclusive easements that are hereby imposed upon Parcel A, Parcel B and the SLF Parcel and all present and future Owners and Permittees of Parcel A, Parcel B and the SLF Parcel.

a. Easements Benefitting the SLF Parcel.

i. Temporary Construction and Open-Cut Easement. Owner A hereby grants to the SLF Parcel Owner, a temporary, non-exclusive easement over those areas of Parcel A that are legally described on Exhibit E attached hereto and incorporated herein (collectively, the "SLF Temporary Construction Easement Parcel") as is reasonably necessary to enable the SLF Parcel Owner and its Permittees to construct the basement grade beams and foundation walls for the SLF Parcel Development. Use of the SLF Temporary Construction Easement Parcel by the SLF Parcel Owner and its Permittees is subject to the following terms and conditions:

- 1. Use of the SLF Temporary Construction Easement Parcel is limited to rights of ingress and egress for construction personnel and equipment and the right to excavate and remove soil ("Open-Cut") from the SLF Temporary Construction Easement Parcel to facilitate construction of grade beams and basement foundation walls. Storage of construction materials is expressly prohibited on the SLF Temporary Construction Easement Parcel without the express written consent of Owner A, which consent may be withheld on Owner A's reasonable discretion and may

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be conditioned upon such reasonable insurance, security and other procedures as may be established from time to time by Owner A. The SLF Parcel Owner shall store the soil that is removed from the SLF Temporary Construction Easement Parcel as a result of the Open-Cut operations on the SLF Parcel or on other property other than Parcel A; provided, however that such soil may be stored on Parcel A with Owner A's prior consent and in an area designated by Owner A.

2. The SLF Parcel Owner shall give not less than ten (10) days written notice to Owner A of the date ("SLF Construction Commencement Date") on which the SLF Owner intends to enter onto and commence Open-Cut activities on the SLF Temporary Construction Easement Parcel.
3. The SLF Parcel Owner shall, at its sole cost and expense and in compliance with all applicable Legal Requirements: apply and pay for and obtain any and all required government approvals, permits and licenses applicable to its construction activities on the SLF Temporary Construction Easement Parcel; store and/or dispose of soil from the Open-Cut operations; install a temporary construction fence at the west and south boundaries of the SLF Temporary Construction Easement Parcel; maintain at all times and provide evidence of the applicable insurance required under Section 5 hereof; comply with such reasonable security and other procedures as may be established from time to time by Owner A; diligently prosecute construction activities on the SLF Temporary Construction Easement Parcel to completion so as to minimize any interference with the construction activities of Owner A and its Permittees; and, upon the SLF Temporary Construction Easement Parcel Termination Date (as hereinafter defined) remove the construction fence and all equipment and materials from the SLF Temporary Construction Parcel and, solely at Owner A's request, promptly return the SLF Temporary Construction Easement Parcel to a condition that is equal to or better than the condition that existed prior to the commencement of such work, including, without limitation, backfilling with clean fill, removal of stored soil, if applicable, soil compaction and restoration of an all-weather parking surface.
4. Owner A shall have no obligation to provide security for persons, equipment or materials on the SLF Temporary Construction Easement Parcel.
5. The SLF Parcel Owner's rights in respect of the SLF Temporary Construction Easement Parcel shall cease and terminate on the date that is designated by Owner A, pursuant to ten (10) days written notice to the SLF Parcel Owner, as the date that Owner A intends to commence installation of sheeting on Parcel A in the location of the SLF Temporary Construction Easement Parcel (such date, the "SLF Temporary Construction Easement Parcel Termination Date"). Owner A may withdraw or amend such notice at any time based on changed circumstances, by written notice to the SLF Parcel Owner which notice

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shall provide for an amended SLF Temporary Construction Easement Parcel Termination Date, if applicable.

6. The SLF Parcel Owner shall use reasonable efforts to include in any construction contract a provision pursuant to which the contractor: (i) recognizes the separate ownership of the Parcel A and the SLF Parcel and agrees that any lien rights which the contractor or subcontractors have under the Mechanics' Liens Act of Illinois shall only be enforceable against the SLF Parcel; or (ii) agrees that, to the extent permitted by law, no lien or claim may be filed or maintained by such contractor or any subcontractors and agrees to comply with the provisions of Section 21 of the Mechanics' Lien Act in connection with giving notice of such "no lien" provision.
7. The SLF Parcel Owner shall comply with the insurance requirements set forth in Section 6 of this Agreement.

b. Easements Benefitting Parcel A.

- i. Tie-Back Easement. The SLF Parcel Owner hereby grants to Owner A temporary, non-exclusive subterranean easements in the locations and at the elevations under the surface of the SLF Parcel that are set forth on Exhibit F attached hereto and incorporated herein ("Owner A Tie-Back Easement Parcel") as is reasonably necessary to enable Owner A and its Permittees to construct and utilize tie-backs to support the foundation walls of the Owner A Development ("Tie-Backs") during construction of the Owner A Development. Use of the Owner A Tie-Back Easement Parcel by the Owner A and its Permittees is subject to the following terms and conditions:
 1. Prior to Owner A's commencement of installation of the Tie-Backs, Owner A shall have investigated the impact, if any, of the installation and maintenance of the Tie-Backs on the foundation and buildings constructed or to be constructed on the SLF Parcel by the SLF Parcel Owner and the storm trap detention system for the SLF Parcel. Owner A represents and warrants to the SLF Parcel Owner that installation of the Tie-Backs will not have a negative impact on or harm the improvements on the SLF Parcel.
 2. Use of the Owner A Tie-Back Easement Parcel is limited to drilling, installation, use and maintenance of the Tie-Backs, but not storage. Owner A shall remove and dispose of any soil that is removed from the Owner A Tie-Back Easement Parcel as a result of Owner A's installation of the Tie-Backs, on property other than the SLF Parcel.
 3. Owner A shall give not less than ten (10) days written notice to the SLF Parcel Owner of the date ("Owner A Tie-Back Construction Commencement Date") on which Owner A intends to commence construction of the Tie-Backs.
 4. Owner A shall, at its sole cost and expense and in compliance with all applicable Legal Requirements: apply and pay for and obtain any and all

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required government approvals, permits and licenses applicable to its construction activities on the Owner A Tie-Back Easement Parcel; store and/or dispose of soil from the Tie-Back installation operations; maintain at all times and provide evidence of the applicable insurance required under Section 5 hereof; comply with such reasonable security and other procedures as may be established from time to time by the SLF Parcel Owner ; diligently prosecute construction of the Tie-Backs so as to minimize any interference with the construction activities of the SLF Parcel Owner and its Permittees; and, when the Tie-Backs are no longer required to support the foundation walls of the Owner A Development, de-tension the Tie-Backs from the Owner A Development at which time the Tie-Backs will be abandoned in place and become the property of the SLF Parcel Owner ("Abandonment Date").

5. The SLF Parcel Owner shall have no obligation to provide security for persons, equipment or materials on the Owner A Tie-Back Easement Parcel.
 6. Owner A's rights with respect to the Owner A Tie-Back Easement Parcel shall cease and terminate on Abandonment Date.
 7. Owner A shall use reasonable efforts to include in any construction contract a provision pursuant to which the contractor: (i) recognizes the separate ownership of the Parcel A and the SLF Parcel and agrees that any lien rights which the contractor or subcontractors have under the Mechanics' Liens Act of Illinois shall only be enforceable against Parcel A; or (ii) agrees that, to the extent permitted by law, no lien or claim may be filed or maintained by such contractor or any subcontractors and agrees to comply with the provisions of Section 21 of the Mechanics' Lien Act in connection with giving notice of such "no lien" provision.
 8. Owner A shall comply with the insurance requirements set forth in Section 6 of this Agreement.
- ii. Temporary Construction and Open-Cut Easement over SLF Parcel. The SLF Parcel Owner hereby grants to Owner A, a temporary, non-exclusive easement over those areas of the SLF Parcel that are legally described on Exhibit G attached hereto and incorporated herein (collectively, the "Owner A/SLF Temporary Construction Easement Parcel") as is reasonably necessary to enable Owner A to and its Permittees to install sheeting and construct the foundation walls for the Owner A Development. Use of the Owner A/SLF Temporary Construction Easement Parcel by Owner A and its Permittees is subject to the following terms and conditions:
1. Use of the Owner A/SLF Temporary Construction Easement Parcel is limited to rights of ingress and egress for construction personnel and equipment and the right to Open-Cut on the Owner A SLF Temporary Construction Easement Parcel. Storage of construction materials is expressly prohibited on the Owner A/SLF Temporary Construction Easement Parcel. Owner A shall remove and store any soil that is

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removed from the Owner A/SLF Temporary Construction Easement Parcel as a result of the Open-Cut operations on Parcel A or other property other than the SLF Parcel.

2. Owner A shall give not less than ten (10) days written notice to the SLF Parcel Owner of the date ("Owner A Construction Commencement Date") on which Owner A intends to enter onto and commence Open-Cut and construction activities on the Owner A/SLF Temporary Construction Easement Parcel. Notwithstanding anything to the contrary in this Agreement, if the SLF Parcel Owner has delivered the SLF Construction Commencement Date notice to Owner A pursuant to Section 3(a)(i)(2) hereof and has delivered a notice to proceed to its contractor to commence Open-Cut activities on the SLF Temporary Construction Easement Parcel prior to Owner A's delivery to the SLF Parcel Owner of the Owner A Construction Commencement Date notice and Owner A's commencement of Open Cut activities, then Owner A's rights with respect to the Owner A/SLF Temporary Construction Easement Parcel shall be deemed terminated and Owner A shall execute a release of Owner A's rights under this Section 3(b)(ii)(2) at the written request of the SLF Parcel Owner.
3. Owner A shall, at its sole cost and expense and in compliance with all applicable Legal Requirements: apply and pay for and obtain any and all required government approvals, permits and licenses applicable to its construction activities on the Owner A/SLF Temporary Construction Easement Parcel; store and/or dispose of soil from the Open-Cut operations; install a temporary construction fence at the east and north boundaries of the Owner A/SLF Temporary Construction Easement Parcel; maintain at all times and provide evidence of the applicable insurance required under Section 5 hereof; comply with such reasonable security and other procedures as may be established from time to time by the SLF Parcel Owner; diligently prosecute construction activities on the Owner A/SLF Temporary Construction Easement Parcel to completion so as to minimize any interference with the construction activities of the SLF Parcel Owner and its Permittees; and, upon the Owner A/SLF Temporary Construction Easement Parcel Termination Date (as hereinafter defined) remove the construction fence and all equipment and materials from the Owner A/SLF Temporary Construction Parcel and, solely at the SLF Parcel Owner's request, promptly return the Owner A/SLF Temporary Construction Easement Parcel to a condition that is equal to or better than the condition that existed prior to the commencement of such work, including, without limitation, backfilling with clean fill and soil compaction.
4. The SLF Parcel Owner shall have no obligation to provide security for persons, equipment or materials on the Owner A/SLF Temporary Construction Easement Parcel.
5. If not terminated pursuant to Section 3(a)(ii)(2) hereof, Owner A's rights in respect of the Owner A/SLF Temporary Construction Easement Parcel

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shall cease and terminate on the date that is forty-five (45) days after the Owner A Construction Commencement Date.

6. Owner A shall use reasonable efforts to include in any construction contract a provision pursuant to which the contractor: (i) recognizes the separate ownership of the Parcel A and the SLF Parcel and agrees that any lien rights which the contractor or subcontractors have under the Mechanics' Liens Act of Illinois shall only be enforceable against Parcel A; or (ii) agrees that, to the extent permitted by law, no lien or claim may be filed or maintained by such contractor or any subcontractors and agrees to comply with the provisions of Section 21 of the Mechanics' Lien Act in connection with giving notice of such "no lien" provision.
 7. Owner A shall comply with the insurance requirements set forth in Section 6 of this Agreement.
- iii. Temporary Construction Easement over Owner B Property. Owner B hereby grants to Owner A, a temporary, non-exclusive easement over that portion of the Parcel B legally described on Exhibit H attached hereto and incorporated herein ("Owner A/B Temporary Construction Easement Parcel") as is reasonably necessary to enable Owner A to construct the Owner A Development. Use of the Owner A/B Temporary Construction Easement Parcel by Owner A and its Permittees is subject to compliance with the following terms and conditions:
1. Use of the Owner A/B Temporary Construction Easement Parcel is limited to rights of ingress and egress for construction personnel and equipment and is conditioned upon the construction and maintenance by Owner A of a temporary sidewalk canopy throughout the time period that Owner A uses the Owner A/B Temporary Construction Easement Parcel, so as to provide a means of emergency egress from Owner B's building located near the Owner A/B Temporary Construction Easement Parcel to Belmont Avenue. Storage of construction materials is expressly prohibited on the Owner A/B Temporary Construction Easement Parcel.
 2. Owner A shall give not less than ten (10) days written notice to the Owner B of the date on which Owner A intends to enter onto and commence construction activities on the Owner A/B Temporary Construction Easement Parcel.
 3. Owner A shall, at its sole cost and expense and in compliance with all applicable Legal Requirements: apply and pay for and obtain any and all required government approvals, permits and licenses applicable to its construction activities on the Owner A/B Temporary Construction Easement Parcel; install a temporary construction fence or sidewalk canopy over the Owner A/B Temporary Construction Easement Parcel; maintain at all times and provide evidence of the applicable insurance required under Section 5 hereof; comply with such reasonable security and other procedures as may be established from time to time by Owner B; diligently prosecute construction activities on the Owner A/B Temporary Construction Easement Parcel to completion so as to

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minimize any interference with the operations of Owner B and its Permittees; and, upon completion of the Owner A Development (or sooner if reasonably practicable as determined by Owner A's general contractor) remove the construction fence and/or sidewalk canopy, all equipment and materials from the Owner A/B Temporary Construction Parcel and restore the sidewalk that is located on the Owner A/B Temporary Construction Easement parcel to a condition that is equal to or better than the condition that existed prior to the commencement of such work.

4. Owner B shall have no obligation to provide security for persons, equipment or materials on the Owner A/B Temporary Construction Easement Parcel.
5. Owner A's rights in respect of the Owner A/B Temporary Construction Easement Parcel shall cease and terminate upon completion of construction of the Owner A Development.
6. Owner A shall use reasonable efforts to include in any construction contract a provision pursuant to which the contractor: (i) recognizes the separate ownership of the Parcel A and the Parcel B and agrees that any lien rights which the contractor or subcontractors have under the Mechanics' Liens Act of Illinois shall only be enforceable against Parcel A; or (ii) agrees that, to the extent permitted by law, no lien or claim may be filed or maintained by such contractor or any subcontractors and agrees to comply with the provisions of Section 21 of the Mechanics' Lien Act in connection with giving notice of such "no lien" provision.
7. Owner A shall comply with the insurance requirements set forth in Section 6 of this Agreement.

4. Park. With respect to the Park, Owner A and Owner B acknowledge and agree as follows: (a) Owner A is not obligated to construct the Park unless and until Owner A develops the Owner A Development; (b) if constructed, the Park will be designed and constructed in accordance with the PD plans and specifications with such alterations as may be approved by the City of Chicago ("Park Requirements"); (c) Owner A may elect, but is not obligated to convey the Park or grant a conservation easement over the Park to the City of Chicago, Chicago Park District or another qualifying entity; (d) if Owner A elects to grant the Park or convey a conservation easement over the Park to Owner B then Owner B will accept such donation or easement of the Park as constructed in accordance with the Park Requirements and will perform the ongoing maintenance and management activities with respect to the Park that are required under the PD; (e) any conveyance or easement with respect to the Park will not include the subsurface area which shall be retained by Owner A to be used as part of the Owner A Development; and (f) the conveyance or easement for the Park will be subject to such covenants and restrictions as are necessary to enable Owner A to continue to use and operate the subsurface area as part of the Owner A Development and to provide for continued maintenance of the Park.

5. Indemnification. Each Owner and their respective successors and assigns, having rights with respect to an easement granted under this Agreement shall indemnify and hold the Owner whose Parcel is subject to the easement harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property

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arising from the negligent, intentional or willful acts or omissions of such Owner, as the case may be, or their respective Permittees.

6. Insurance. The Owners hereby covenant that throughout the term of this Agreement (with respect to any perpetual easement rights) and during the term of any temporary easements granted pursuant to this Agreement, they shall either carry or cause their respective Permittees to carry general and/or comprehensive public liability, property damage and automobile liability insurance against claims for personal injury (including contractual liability arising under the indemnity contained in Section 5 above), death, or property damage occurring upon the respective Parcel and easement parcel, with single limit coverage of not less than an aggregate of Five Million Dollars (\$5,000,000.00) including umbrella coverage, if any, and naming each Owner and their respective mortgagees as additional insureds, and shall enforce the provisions of any lease that may relate to such insurance coverage, as applicable. Any Owner may elect to self insure and/or carry insurance required hereunder under master or blanket policies of insurance. In addition to the foregoing, each Owner covenants to maintain and keep in full force and effect all workers' compensation, employer's liability or similar insurance required with respect to personnel who are employed in connection with the performance of any construction work for or on behalf of such Owner under this Agreement. Each Owner shall furnish the other Owners with certificates evidencing the insurance required pursuant to this Section 6, which certificates shall have attached thereto endorsements that each Owner shall be given at least thirty (30) days' prior written notice of cancellation of or any material change in such policies.

7. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcel A or Parcel B or the SLF Parcel. No easements, except those expressly set forth in Section 3 shall be implied by this Agreement.

8. Remedies and Enforcement.

8.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, and the failure to cure such breach within thirty (30) days after written notice thereof, the non defaulting Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

8.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting party to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting party commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), the non-defaulting Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting party and be reimbursed by such defaulting party upon demand for the reasonable costs thereof and, if such reimbursement is not made within thirty (30) days after demand, such defaulting party shall also pay interest at the prime rate charged from time to time by JPMorgan Chase, N.A. (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency and/or (ii) material blockage or other impairment of the easement rights, an Owner may immediately cure the same and be reimbursed by the defaulting party upon demand for the reasonable cost thereof and, if such reimbursement is not made within thirty (30) days after demand, such defaulting party shall also pay interest at the prime rate, plus two percent (2%), as above described. In such event, the curing party shall make reasonable efforts to advise the defaulting

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party as quickly as possible provided failure to so advise the defaulting party shall not waive any of the curing party's rights hereunder.

8.3 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

8.4 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

8.5 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of Section 3 of this Agreement, each Owner agrees that such violation or threat thereof shall cause the nondefaulting Owner and/or its Permittees to suffer irreparable harm and such nondefaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of Section 3 of this Agreement, the nondefaulting Owner, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of Section 3 of this Agreement.

9. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the Effective Date and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners.

10. Miscellaneous.

10.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover on demand its actual costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

10.2 Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Cook County, Illinois; provided however, that as to any modification or amendment that affects less than all the Owners, only the Owners whose rights and obligations are affected by such modification shall be required to execute and acknowledge such amendment.

10.3 Consents. Wherever in this Agreement the consent or approval of a party is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld, conditioned or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.

10.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

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10.5 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

10.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

10.7 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

10.8 Severability. Each provision of this Agreement and the application thereof to the Parcels are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

10.9 Time of Essence. Time is of the essence of this Agreement.

10.10 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

10.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party listed below may change from time to time their respective address for notice hereunder by like notice to the other parties listed below and upon conveyance of the SLF Parcel to the SLF Parcel Owner, the SLF Parcel Owner shall give notice of its address by like notice to Owner A and Owner B. The notice addresses of Owner A and Owner B are as follows:

Owner A:

c/o Centrum Properties, Inc.
225 W. Hubbard Street, 4th Floor
Chicago, IL 60610
Attn: General Counsel

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Owner B: 1500 West Belmont Avenue
Chicago, Illinois 60657
Attn: Pastor

SLF Parcel Owner: c/o RRG Renaissance Saint Luke SLF LLC
RRG Development, Inc.
2001 West Churchill Street
Chicago, Illinois 60647
Att: Jeanmarie Kapp, COO

With a copy to:

NEF Assignment Corporation
120 S. Riverside Plaza, 15th Floor
Chicago, Illinois 60606-3908
Att: General Counsel

And to:

Saint Luke Housing Ministries
1500 West Belmont Avenue
Chicago, Illinois 60657
Attn: Pastor David Abrahamson

10.12 Governing Law. The laws of the State of Illinois shall govern the interpretation, validity, performance, and enforcement of this Agreement.

10.13 Estoppel Certificates. Each Owner, within ten (10) business days of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner a certificate binding upon such Owner stating: (a) to the best of such party's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

10.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

10.15 No Merger. There shall be no termination or merger of this Agreement or the rights and obligations created hereunder with any other estate or interest in the Parcels by reason of the fact that the same person or entity may acquire, hold or own more than one or all of the Parcels, directly or indirectly. No such merger shall occur unless and until all persons or entities having an interest in this Agreement and the Parcels shall join in a written instrument expressly effecting such merger and shall duly record the same.

10.16 Representations of Owner A. Owner A represents to Owner B as follows:

- (a) Owner A is an Illinois limited liability company duly organized and validly existing in good standing under the laws of the State of Illinois and has all necessary power to carry on its business as now being conducted, to operate its properties as now being operated, to carry on its contemplated business, to enter into this Agreement and to observe and perform its terms.

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- (b) Owner A hereby confirms the representations of Owner A contained in the Recitals of this Agreement.
- (c) Owner A has full power and authority to execute and to deliver this Agreement and to carry out the transactions contemplated herein, which actions will not with the passing of time, the giving of notice, or both, result in a default under or a breach or violation of (i) the organizational documents of Owner A governing Owner A; or (ii) any law, regulation, court order, injunction or decree of any court, administrative agency or governmental body, or any mortgage, note, bond, indenture, agreement, lease, license, permit or other instrument or obligation to which Owner A is now a party or by which Owner A or any of its assets may be bound or affected. This Agreement constitutes the valid and binding obligation of Owner A, enforceable in accordance with its terms, except to the extent that its enforceability is limited by applicable bankruptcy, reorganization, insolvency, receivership or other laws of general application or equitable principals relating to or affecting the enforcement of creditor's rights.

10.17 Representations of Owner B. Owner B represents to Owner A as follows:

- (a) Owner B is an Illinois religious corporation duly organized and validly existing in good standing under the laws of the State of Illinois and has all necessary power to carry on its business as now being conducted, to operate its properties as now being operated, to carry on its contemplated business, to enter into this Agreement and to observe and perform its terms.
- (b) Owner B hereby confirms the representations of Owner B contained in the Recitals of this Agreement.
- (c) Owner B has full power and authority to execute and to deliver this Agreement and to carry out the transactions contemplated herein, which actions will not with the passing of time, the giving of notice, or both, result in a default under or a breach or violation of (i) the organizational documents of Owner B governing Owner B; or (ii) any law, regulation, court order, injunction or decree of any court, administrative agency or governmental body, or any mortgage, note, bond, indenture, agreement, lease, license, permit or other instrument or obligation to which Owner B is now a party or by which Owner B or any of its assets may be bound or affected. This Agreement constitutes the valid and binding obligation of Owner B, enforceable in accordance with its terms, except to the extent that its enforceability is limited by applicable bankruptcy, reorganization, insolvency, receivership or other laws of general application or equitable principals relating to or affecting the enforcement of creditor's rights.

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

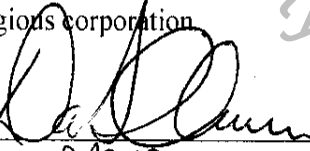
OWNER A:

LAKEVIEW COLLECTION, L.L.C.,
an Illinois limited liability company

By: 
Its: One of its Managers

OWNER B:

THE EVANGELICAL LUTHERAN
CHURCH OF SAINT LUKE an Illinois
religious corporation

By: 
Its: PASTOR

[Acknowledgements on following page]

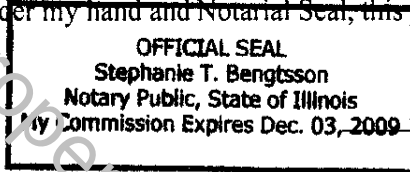
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STATE OF ILLINOIS)
)
) SS:
COUNTY OF COOK)

I ~~STEPHANIE BENGTSSON~~ Notary Public in and for said County, in the State aforesaid. DO HEREBY CERTIFY THAT ~~JAN W. LINDEN~~, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the MANAGER of Owner A, appeared before me this day in person and acknowledged to me that s/he, being duly authorized, signed and delivered said instrument as her/his free and voluntary act in her/his capacity as MANAGER of Owner A, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 27th day of March, 2008.



Stephanie Bengtsson
NOTARY PUBLIC

COMMISSION EXPIRES: _____

STATE OF ILLINOIS)
)
) SS:
COUNTY OF COOK)

I ~~ANNA MARTINEZ~~ a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ~~DAVID ABRAHAMSON~~, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the PASTOR of Owner B, appeared before me this day in person and acknowledged to me that s/he, being duly authorized, signed and delivered said instrument as her/his free and voluntary act in her/his capacity as PASTOR of Owner B, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 26 day of MAR, 2008.

Anna M. Martinez
NOTARY PUBLIC

COMMISSION EXPIRES: 05/24/08



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CONSENT AND AGREEMENT TO SUBORDINATE TO EASEMENT AGREEMENT

The undersigned, as successor and current note holder and mortgagee under that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing from Lakeview Collection, L.L.C. dated December 29, 2005 and recorded December 30, 2005 as document number 0536416142, as amended, to secure an indebtedness of \$19,500,000.00 ("Mortgage"), which Mortgage constitutes a mortgage lien against the Owner A Parcel (the "Mortgaged Property"), having reviewed the Easement Agreement to which this Consent and Agreement to Subordinate is attached ("Agreement"), does hereby consent to the Agreement to the extent that such Agreement affects its rights and interests in the Mortgaged Property, and agrees that the lien of its Mortgage is subject and subordinate to the Agreement such that a foreclosure under such Mortgage shall not extinguish or invalidate the Agreement or the rights, benefits, duties and burdens of the parties thereto.

Attest:

WACHOVIA BANK NATIONAL ASSOCIATION,
a National Banking Association

Name:
Title:

(Corporate Seal)

By:

Name: Rick Davidfield
Title: Senior Vice President

State of Illinois)
) ss:
County of Cook)

I, the undersigned, a Notary Public in and for the jurisdiction of said, do hereby certify that Rick Davidfield, whose name as Senior Vice President of Wachovia Bank National Association is signed to this Consent and Agreement to Subordinate, personally appeared before me this day in said jurisdiction, and in the name and on behalf of Wachovia Bank National Association acknowledged said Consent as the act and deed of said corporation, and made oath that he/she is Senior Vice President of said corporation.

Given under my hand this 26th day of March, 2008.

My commission expires:

Notary Public
OFFICIAL SEAL
Scott M Lapins
Notary Public, State of Illinois
Commission Expires 10/24/2011

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Exhibit A

Legal Descriptions of Parcel A

Lots 56 through 68, both inclusive, and all of Lots 69 through 77, both inclusive, (except that part of said Lots 69 through 77 lying West of a line 50 feet East of and parallel with the West line of Section 20), Lots 78 and 79 (except that part of Lots 78 and 79 lying West of a line drawn through a point in the North line of Lot 78, 50 feet East of the West line of Section 20 and through a point in the South line of Lot 79, 75 feet East of the West line of Section 20), Lot 80 and that part of the North and South 16 foot alley (now vacated), lying East of and adjoining Lots 69 to 79, West of and adjoining Lot 68 and West of and adjoining Lot 80, extended North and South respectively, also all that part of the East and West 16 foot alley (now vacated), lying South of and adjoining Lot 68 and North of and adjoining Lot 80, Lots 81 through 89, both inclusive, and also all of the East and West 16 foot public alley lying North of the North line of Lots 81 through 89, both inclusive, lying East of the West line of Lot 81, extended North and West of the East line of Lot 89, extended North, (Except that part Described as Beginning at the Northeast corner of said Lot 56 Thence North 90° 00' 00" West along the South Line of West Melrose Street 163.00 feet; Thence South 00° 00' 00" West 127.33 feet; Thence South 44° 56' 24" East 19.69 feet to the South Line of said vacated Alley; Thence South 89° 59' 37" East along said South Line 81.25 feet to the East Line of Lot 89 aforesaid Thence North 00° 04' 03" East along the East Line of Lot 89 aforesaid extended North 16.00 feet to the South Line of Lot 58 aforesaid; Thence South 89° 59' 37" East along the South Line of Lots 56, 57 and 58 aforesaid 68.01 feet to the Southeast Corner of Lot 56 aforesaid; Thence North 00° 04' 03" West along the East Line of Lot 56 aforesaid 125.28 feet to the point of Beginning), all in Kennitz and Wolff's Subdivision of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PINS: 14-20-328-043-0000 and 14-20-328-044-0000

Common Address: 3201 N. Ashland Avenue, Chicago, Illinois

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Exhibit B

Legal Description of Parcel B

Lots 50 through 55 inclusive and Lots 90 through 98 inclusive, together with that portion of the vacated alley pursuant to document No. 15721311, all in Kemnitz & Wolff's Subdivision of the Southwest Quarter of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

PIN: 14-20-328-026-0000, 14-20-328-027-0000, 14-20-328-013-0000, 14-20-328-014-0000, 14-20-328-015-0000, 14-20-328-016-0000, 14-20-328-017-0000 and 14-20-328-018-0000

Common Address: 1506 West Belmont Ave., Chicago, Illinois

Property of Cook County Clerk's Office

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Exhibit C

Legal Description of SLF Parcel

That part of Lots 56 through 62, both inclusive, and that part of the East and West 16 foot alley (now vacated), lying South of and adjoining, all in Kemnitz and Wolff's Subdivision of the Southwest Quarter of the Southwest Quarter of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, Described as follows; Beginning at the Northeast corner of Lot 56 aforesaid Thence North $90^{\circ} 00' 00''$ West along the North line of said Lots also being the South Line of West Melrose Street 163.00 feet; Thence South $00^{\circ} 00' 00''$ West 127.33 feet; Thence South $44^{\circ} 56' 24''$ East 19.69 feet to the South Line of said vacated Alley; Thence South $89^{\circ} 59' 37''$ East along said South Line 81.25 feet to the East Line of Lot 89 in the aforesaid Kemnitz and Wolff's Subdivision; Thence North $00^{\circ} 04' 03''$ East along the East Line of Lot 89 aforesaid extended North 8.00 feet to the South Line of the North half of the aforesaid Vacated Alley; Thence South $89^{\circ} 59' 37''$ East along said South Line 68.01 feet to the East Line of Lot 56 aforesaid Extended to the South; Thence North $00^{\circ} 04' 03''$ West along the East Line of Lot 56 and its Extension 133.28 feet to the point of Beginning, in Cook County, Illinois.

PIN: 14-20-328-045-0000

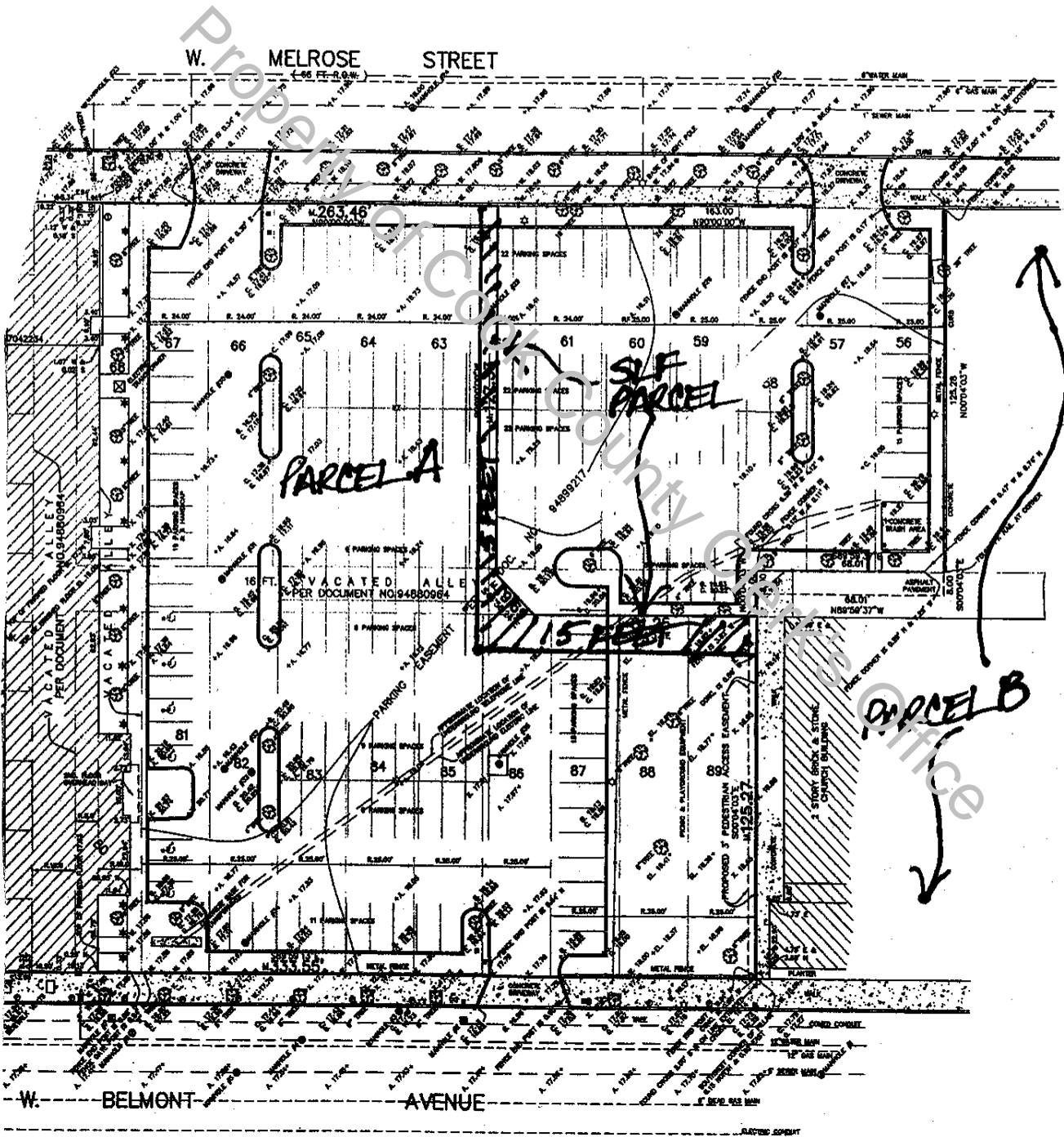
Common Address: 1501 West Melrose, Chicago, Illinois

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Exhibit E

SLF Temporary Construction Easement Parcel

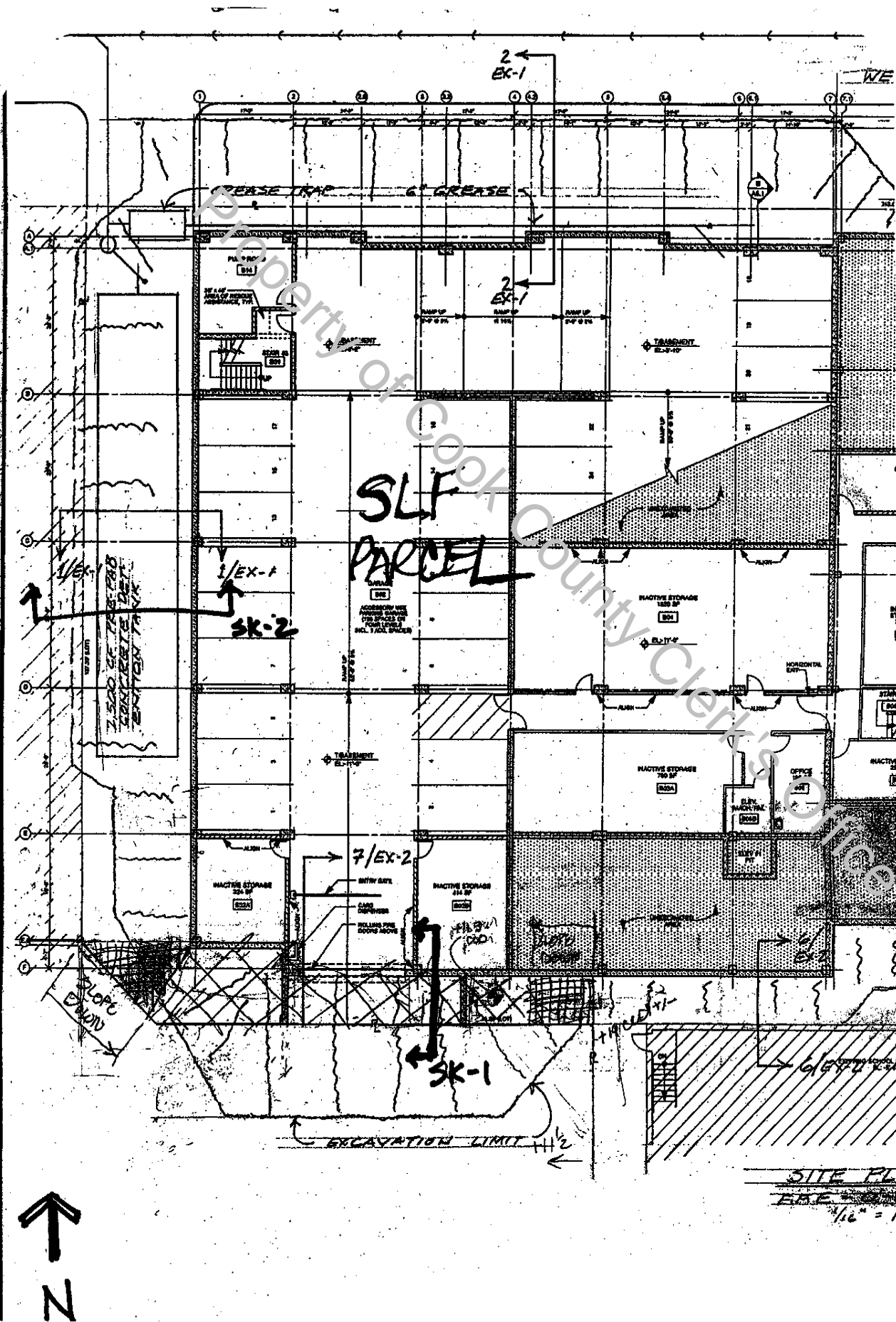
East 5 feet and north 15 feet of Parcel A adjoining the SLF Parcel



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Owner A Tie-Back Easement Parcel

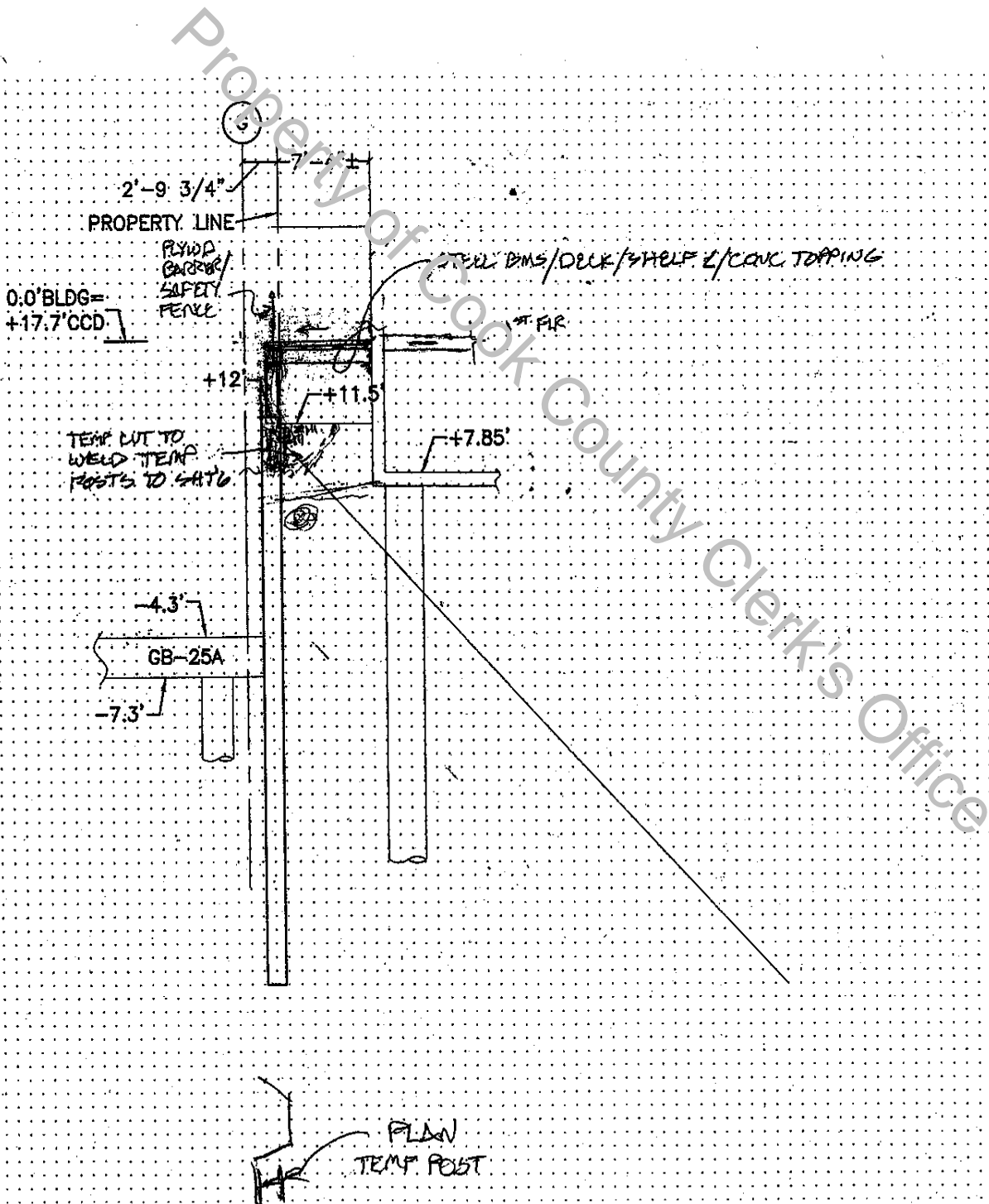
Location of Tie-Back Areas (2) with Structural Drawings
SK-1 and SK-2 attached hereto as Exhibits F-1 and F-2



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Exhibit F-1

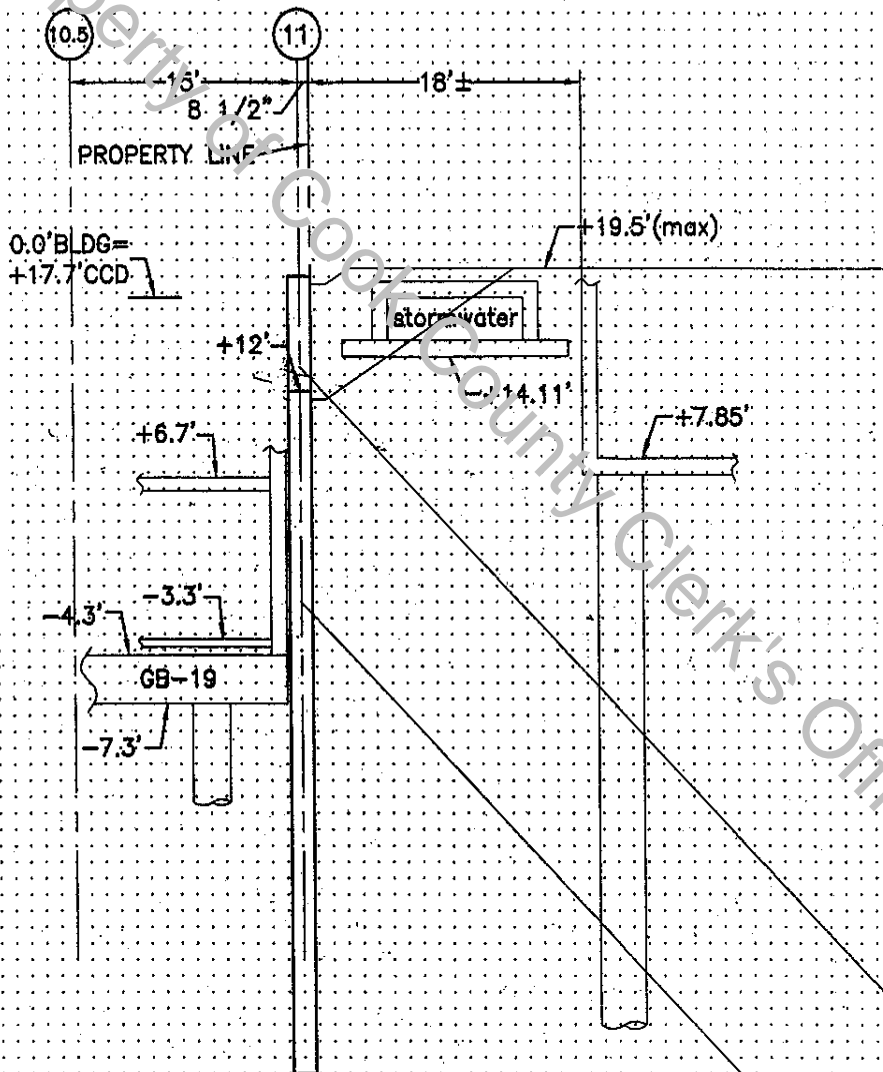
Structural Drawing SK-1



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Exhibit F-2

Structural Drawing SK-2



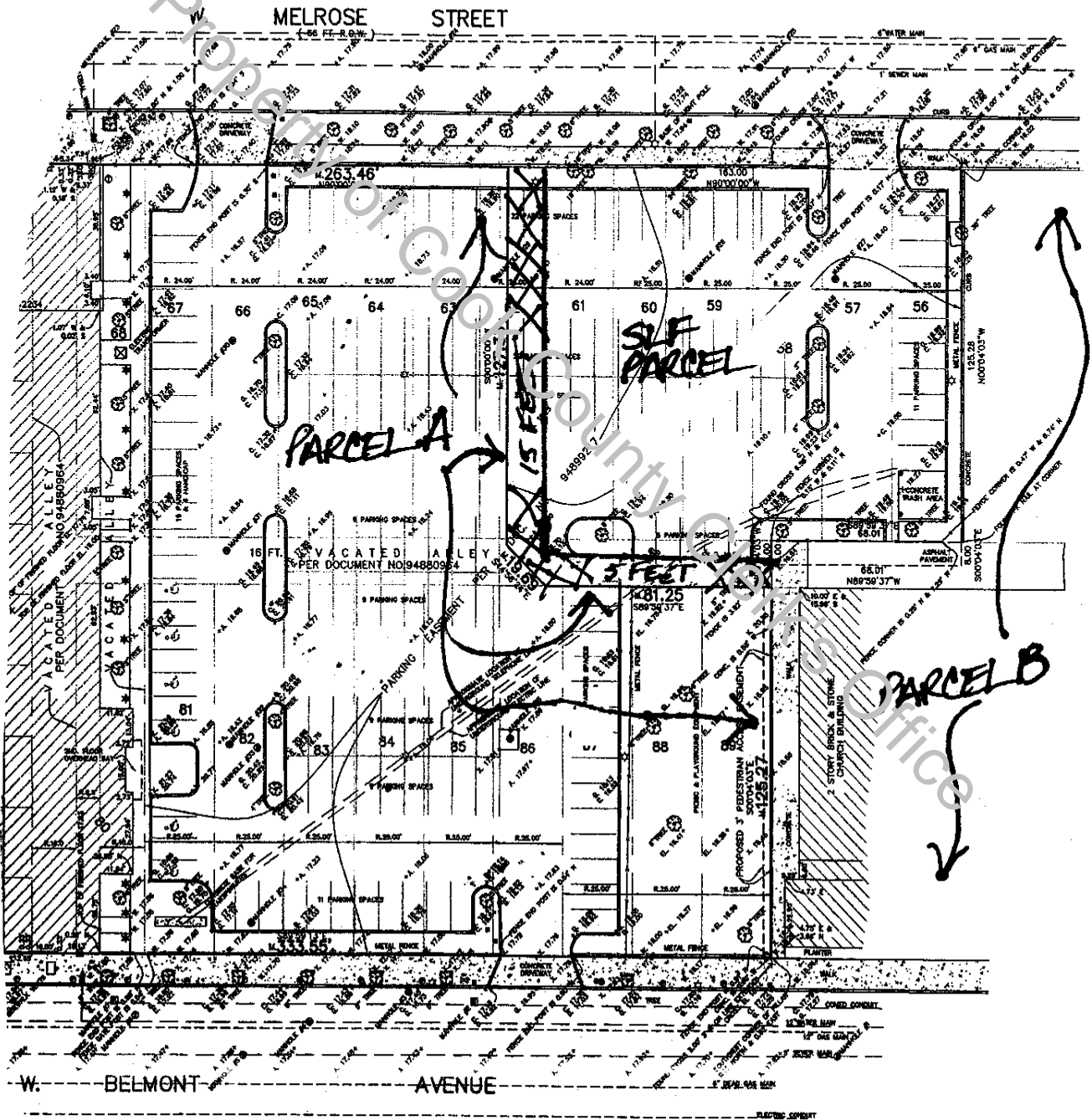
SK-2

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Exhibit G

Owner A/SLF Temporary Construction Easement Parcel

West fifteen (15) feet and the South ten (10) feet of the SLF Parcel



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Exhibit H

Owner A/B Temporary Construction Easement Parcel

West 3 feet of Lot 90 of Parcel B

