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RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Doc#: 0818331017 Fee: \$68.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 07/01/2008 01:55 PM Pg: 1 of 17

Katten Muchin Rosenman LLP  
525 West Monroe Street  
Chicago, Illinois 60661  
Attention: Ira J. Swidler, Esq.

Space Above This Line for Recorder's Use

ASSIGNMENT OF LEASES AND RENTS

from

EACH OF THE PARTIES LISTED ON SCHEDULE I ATTACHED HERETO,  
each an Illinois limited liability company,  
(collectively, as Assignor)

to

COLE TAYLOR BANK,  
an Illinois banking association  
(as Assignee)

Property: 3640 North Halsted Street  
Chicago, Illinois

Permanent Tax Numbers: 14-20-230-003; 14-20-230-004; 14-20-230-005; 14-20-230-009

Property of Cook County Clerk's Office

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## ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (as amended, modified and in effect from time to time, this "Assignment") is made as of June 30, 2008, by made by each of the parties listed on Schedule I attached hereto and incorporated herein by reference, each an Illinois limited liability company and tenant in common and each having an address of c/o Syndicated Equities Group, LLC, 350 North LaSalle Street, Suite 800, Chicago, Illinois 60654 (individually and collectively referred to herein as "Assignor") in favor of COLE TAYLOR BANK, an Illinois banking association, having an address of 225 West Washington Street, Suite 800, Chicago, Illinois 60606 (together with its successors and assigns, "Assignee").

### RECITALS

A. Pursuant to that certain Loan Agreement dated as of the date hereof by and between Assignor and Assignee (as amended, modified and supplemented and in effect from time to time, the "Loan Agreement"), Assignee is making the Loan to Assignor which is evidenced by the Note and secured by, among other things, the Mortgage on Assignor's interest in the real property described on Exhibit A attached hereto (the "Property") and the Property.

B. Assignor owns a fee simple interest in that part of the Property described as the "Facade Parcel" on Exhibit A attached hereto, and Assignor owns a leasehold interest in the remainder of the Property pursuant to the terms and conditions of that certain Lease dated November 1, 2005, by and between Horizons Community Service Incorporated, an Illinois not-for-profit corporation, as lessor ("Horizons"), and Bond Lakeview WF Chicago, LLC, a Delaware limited liability company, as lessee, predecessor-in-interest to Assignor ("Bond"), a memorandum of which was recorded September 1, 2006, as Document Number 0624445016, as amended by that certain First Amendment to Lease dated June 29, 2007, by and between Horizons and Bond, a memorandum of which was recorded on July 10, 2007 as Document Number 0719139108 and rerecorded October 10, 2007 as Document Number 0728331042 (as amended, the "Prime Lease").

C. Assignor intends by the execution and delivery of this Assignment to further secure the payment and performance of the Loan Obligations (as such term is defined in the Mortgage).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Certain Defined Terms. For all purposes of this Assignment, all capitalized terms shall have the meaning ascribed thereto in the Loan Agreement unless defined herein, and:

"Leases" means all leases and other agreements or arrangements affecting the use or occupancy of all or any portion of the Property now in effect or hereafter entered into (including, without limitation, all lettings, subleases, licenses, concessions, tenancies and other occupancy agreements covering or encumbering all or any portion of the Property), together with

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any guarantees, supplements, amendments, modifications, extensions and renewals of the same, and all additional remainders, reversions, and other rights and estates appurtenant thereto.

“Rents” means, with respect to the Property, all rents (whether denoted as advance rent, minimum rent, percentage rent, additional rent or otherwise), receipts, issues, income, royalties, profits, revenues, proceeds, bonuses, deposits (whether denoted as security deposits or otherwise), lease termination fees or payments, rejection damages, buy-out fees and any other fees made or to be made in lieu of rent, any award made hereafter to Mortgagor in any court proceeding involving any tenant, lessee, licensee or concessionaire under any of the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court, and all other payments, rights and benefits of whatever nature from time to time due under the Leases, including, without limitation, (i) rights to payment earned under the Leases for space in the Improvements for the operation of ongoing businesses, and (ii) all other income, consideration, issues, accounts, profits or benefits of any nature arising from the ownership, possession, use or operation of the Property, including, without limitation, all revenues, receipts, income, receivables and accounts relating to or arising from rentals and rent equivalent income.

2. Assignment of Leases and Rents. Assignor hereby absolutely and unconditionally assigns to Assignee all of Assignor’s right, title and interest in all current and future Leases and Rents, it being intended that this Assignment constitute a present, absolute assignment and not an assignment for additional security only. This Section 2 presently gives Assignee the right upon the occurrence and during the continuance of an Event of Default to collect Rents and to apply Rents in partial payment of the Note and the Loan Obligations in accordance with the Loan Agreement. Assignor intends that the Rents and Leases be absolutely assigned and no longer be, during the term of this Assignment, property of Assignor or Assignor’s estate, as defined by 11 U.S.C. §541. If any law exists requiring Assignee to take actual possession of the Property (or some action equivalent to taking possession of the Property, such as securing the appointment of a receiver) for Assignee to “perfect” or “activate” the rights and remedies of Assignee as provided in this Section 2, Assignor waives the benefit of such law. Such assignment to Assignee shall not be construed to bind Assignee to perform any covenants, conditions or provisions contained in any Lease or otherwise impose any obligation upon Assignee, and notwithstanding this Assignment, Assignor shall remain liable for any obligations undertaken by Assignor pursuant to any Lease. Subject to the terms of this Section 2 and the Loan Agreement, Assignee grants to Assignor a license, revocable as hereinafter provided, to operate and manage the Property and to collect and use the Rents and to exercise all of the rights of the landlord under the Leases and the tenant under the Prime Lease. If an Event of Default occurs (except, for any Event of Default described in Section 8.1(g)-(h) of the Loan Agreement, for which the revocation hereinafter described shall be automatic and simultaneous with the occurrence of any such Event of Default), the license granted to Assignor herein may, at Assignee’s election, be revoked by Assignee, and Assignee shall immediately be entitled to possession of all Rents collected thereafter (including Rents past due and unpaid) whether or not Assignee enters upon or takes control of the Property. Any Rents collected by Assignor from and after the date on which an Event of Default occurred and is continuing shall be held by Assignor in trust for Assignee. Assignor hereby grants and assigns to Assignee the right, at Assignee’s option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court appointed receiver to collect Rents with or without taking the actual possession of the Property or any equivalent action. Assignee may apply any Rents collected after the license

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granted herein is revoked in Assignee's sole and absolute discretion to pay the Loan Obligations in such manner as Assignee shall elect in Assignee's discretion.

3. Remedies. At any time after the occurrence and during the continuance of an Event of Default, Assignee, without waiving such Event of Default, at its option, upon notice and without regard to the adequacy of the security for the Loan Obligations, either in person or by agent, upon bringing any action or proceeding, by a receiver appointed by a court, or otherwise, may take possession of the Property and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem proper. Assignee shall immediately be entitled to possession of all security deposits held with respect to the Property, whether or not Assignee enters upon or takes control of the Property and regardless of where any such security deposits are deposited or located. Assignee, either with or without taking possession of the Property in its own name, may demand, sue for or otherwise collect and receive all Rents, including Rents past due and unpaid, and apply such Rents to pay any one or more of the following in such order and amounts as Assignee may elect in its sole and absolute discretion: (a) all costs and expenses incurred, and advances made, by Assignee or Deed of Trust Trustee, as the case may be, to enforce this Assignment or the other Loan Documents, protect the Lien and security afforded thereby, or preserve the Property, including, without limitation, all expenses of managing the Property, including, without limitation, the salaries, fees and wages of any managing agent and such other employees as Assignee may deem necessary and all expenses of operating and maintaining the Property, including, without limitation, all taxes, charges, claims, assessments, water rents, sewer rents and any other liens, and premiums for insurance and the cost of alterations, renovations, repairs or replacements, and all costs and expenses incident to taking and retaining possession of the Property or enforcing any of Assignee's rights and remedies hereunder; and (b) the Loan Obligations, together with all costs, expenses and attorneys' fees in connection with any of the foregoing. Neither Assignee's exercise of the option granted to Assignee in this Section 3 nor the collection or application of Rents as herein provided shall be considered a waiver of any Event of Default. Assignor agrees that the exercise by Assignee of one or more of its rights and remedies under this Assignment shall in no way be deemed or construed to make Assignee a mortgagee-in-possession.

4. Notices. All notices, demands, consents, requests or other communications that are permitted or required to be given by Assignor or Assignee to the other shall be in writing and given in the manner specified in the Loan Agreement.

5. Binding Obligations. The provisions and covenants of this Assignment shall run with the Property, shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

6. Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties hereto and are not a part of this Assignment.

7. Assignment of Interest. Assignor acknowledges and agrees that Assignee may assign, sell, participate, pledge and/or otherwise transfer all or any portion of Assignee's right, title and interest in, to and under any Loan Document in any Secondary Market Transaction in accordance with the Loan Agreement.



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8. Severability. If any term or provision of this Assignment or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such term or provision to Persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforceable to the maximum extent permitted by law.

9. Assignor's Obligations Absolute. Except as set forth to the contrary herein or in the other Loan Documents, all sums payable by Assignor hereunder shall be paid without notice (except as otherwise required under the Loan Agreement), demand, counterclaim (other than mandatory counterclaims), setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Assignor hereunder shall in no way be released, discharged, or otherwise affected (except as expressly provided herein) by reason of (a) any damage to or destruction of or any Taking of the Property or any portion thereof; (b) any restriction or prevention of or interference with any use of the Property or any portion thereof; (c) any title defect or encumbrance or any eviction from the Property or any portion thereof by title paramount or otherwise; (d) any bankruptcy proceeding relating to Assignor, any partner, member, shareholder, beneficial owner or trustee of Assignor, or any guarantor or indemnitor, or any action taken with respect to this Assignment or any other Loan Document by any trustee or receiver of Assignor or any such partner, member, shareholder, beneficial owner, trustee, guarantor or indemnitor, or by any court, in any such proceeding; (e) any claim which Assignor has or might have against Assignee; (f) any default or failure on the part of Assignee to perform or comply with any of the terms hereof or of any other agreement with Assignor; or (g) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not Assignee shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Assignor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Assignor.

10. Amendments. This Assignment cannot be modified, changed or discharged except by an agreement in writing, duly acknowledged in form for recording, executed by Assignor and Assignee.

11. Exhibits. The information set forth on the cover, heading and recitals hereof, and the Exhibit attached hereto, are hereby incorporated herein as a part of this Assignment with the same effect as if set forth in the body hereof.

12. Time of the Essence. Time is of the essence with respect to each and every covenant, agreement and obligation of Assignor under this Assignment.

13. Termination. When the Mortgage has been fully reconveyed or released by Assignee, that reconveyance or release shall operate as a release and discharge of this Assignment and as a reassignment of all future Leases and all Rents with respect to the Property to the Person or Persons legally entitled thereto, unless such reconveyance or release expressly provides to the contrary.

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

15. Exculpation. This Assignment is and shall be subject to the exculpation provisions of Article XI of the Loan Agreement.

16. Further Assurances. Assignor agrees that to further evidence and reflect the assignment granted herein, Assignor shall execute, acknowledge and deliver to Assignee such additional documents, instruments and agreements, in form and substance satisfactory to Assignee, as may hereafter be reasonably requested by Assignee, and Assignor shall record such thereof, all at Assignor's expense; provided, however, in no event shall such additional documentation materially decrease Assignor's rights hereunder or materially increase its obligations hereunder.

[Signatures on the following page]

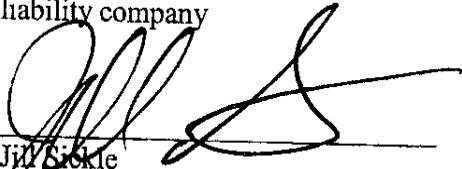
Property of Cook County Clerk's Office

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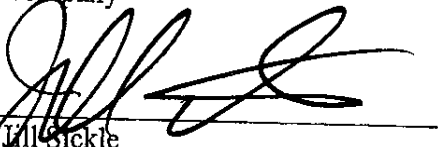
IN WITNESS WHEREOF, this Assignment of Leases and Rents has been duly executed and delivered as of the day and year first above written.

**ASSIGNOR:**

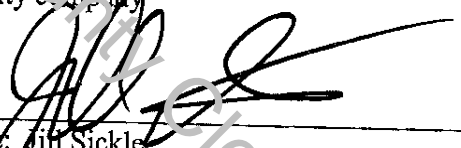
NORTH HALSTED SPONSOR, LLC, an Illinois limited liability company

By:   
Name: Jill Sickle  
Title: Manager


NORTH HALSTED MM, LLC, an Illinois limited liability company

By:   
Name: Jill Sickle  
Title: Manager

NORTH HALSTED SM-1, LLC, an Illinois limited liability company

By:   
Name: Jill Sickle  
Title: Special Manager

NORTH HALSTED SM-2, LLC, an Illinois limited liability company

By:   
Name: Jill Sickle  
Title: Special Manager

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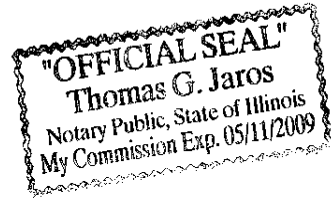
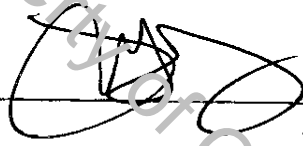
STATE OF ILLINOIS )

COUNTY OF COOK )

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared on June 24, 2008, and who personally acknowledged herself to be Jill Sickle, the Manager of North Halsted Sponsor, LLC, an Illinois limited liability company, and who executed the foregoing instrument and who acknowledged before me that she executed the same freely and voluntarily and for the purposes therein expressed.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



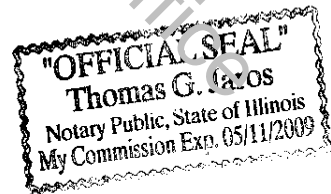
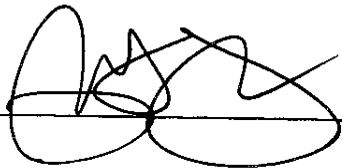
STATE OF ILLINOIS )

COUNTY OF COOK )

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared on June 24, 2008, and who personally acknowledged herself to be Jill Sickle, the Manager of North Halsted MM, LLC, an Illinois limited liability company, and who executed the foregoing instrument and who acknowledged before me that she executed the same freely and voluntarily and for the purposes therein expressed.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)





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STATE OF ILLINOIS )

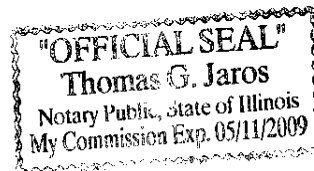
COUNTY OF COOK )

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared on June 26, 2008, and who personally acknowledged herself to be Jill Sickle, the Special Manager of North Halsted SM-1, LLC, an Illinois limited liability company, and who executed the foregoing instrument and who acknowledged before me that she executed the same freely and voluntarily and for the purposes therein expressed.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



STATE OF ILLINOIS )

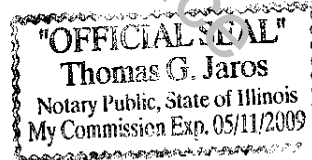
COUNTY OF COOK )

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared on June 26, 2008, and who personally acknowledged herself to be Jill Sickle, the Special Manager of North Halsted SM-2, LLC, an Illinois limited liability company, and who executed the foregoing instrument and who acknowledged before me that she executed the same freely and voluntarily and for the purposes therein expressed.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



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## SCHEDULE I

### Assignor

North Halsted Sponsor, LLC  
North Halsted MM, LLC  
North Halsted SM-1, LLC  
North Halsted SM-2, LLC

Property of Cook County Clerk's Office

A large, stylized handwritten signature in black ink is written over the diagonal watermark. The signature consists of several overlapping, sweeping loops and a long horizontal tail extending to the right.

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## EXHIBIT A

### Description of the Property

#### Legal Description - Facade Parcel

That portion of the following described parcel lying above City of Chicago Datum Elevation of 12.10 feet, and below City of Chicago Datum Elevation of 47.10 feet;

The east 2.50 feet of the north 150.70 feet of the south 290.20 feet of Block 16 in Laflin, Smith and Dyer's Subdivision, Recorded May 27, 1855 as Document Number 64890 and Re-Recorded June 29, 1886 as Document Number 730722, of the Northeast Quarter (except 1.28 acres in the northeast corner thereof) of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois.

Said parcel contains a footprint area of 377 square feet, more or less and a volume of 13,186 cubic feet, more or less.

#### Legal Description - First Floor Retail Parcel

That portion of the following described parcel lying above City of Chicago Datum Elevation of 12.26 feet, and below City of Chicago Datum Elevation of 31.51 feet;

That part of Block 16 in Laflin, Smith and Dyer's Subdivision, Recorded May 27, 1855 as Document Number 64890 and Re-Recorded June 29, 1886 as Document Number 730722, of the Northeast Quarter (except 1.28 acres in the northeast corner thereof) of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois, described as follows:

Commencing at the northeast corner of said Block 16, being also the intersection of the south line of West Waveland Avenue and the west line of North Halsted Street as now occupied; thence south along the east line of said Block 16 and said west line of North Halsted Street, 79.46 feet; thence west along a line forming an angle of 90 degrees 09 minutes 39 seconds as measured from right to left from the last described course along the easterly extension of a north interior wall line of the First Floor Retail Parcel, 3.07 feet to it's intersection with an east interior wall of said First Floor Retail Parcel, for a Point of Beginning; thence continuing west along said north interior wall, 45.21 feet; thence north along an east interior wall, 2.78 feet; thence west along a north interior wall, 12.71 feet; thence north along an east interior wall, 18.00 feet; thence east along a south interior wall, 11.85 feet; thence north along an east interior wall, 7.79 feet; thence west along a south interior wall, 1.63 feet; thence north along an east interior wall, 1.50 feet; thence east along a south interior wall, 1.63 feet; thence north along an east interior wall, 27.42 feet; thence west along a north interior wall, 4.44 feet; thence north along an east interior wall, 2.50 feet; thence west along a north interior wall, 18.17 feet; thence north along an east interior wall, 17.73 feet; thence west along a north interior wall, 9.13 feet; thence south along a west interior wall, 0.83 feet; thence west along a south interior wall, 0.83 feet; thence south along

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a west interior wall, 1.66 feet; thence west along a north interior wall, 5.33 feet; thence north along an east interior wall, 1.66 feet; thence west along a north interior wall, 24.67 feet; thence south along a west interior wall, 1.34 feet; thence west along a north interior wall, 12.18 feet; thence south along a west interior wall, 30.42 feet; thence east along a south interior wall, 13.33 feet; thence south along a west interior wall, 21.00 feet; thence west along a north interior wall, 32.51 feet; thence south along a west interior wall, 234.42 feet; thence east along a south interior wall, 55.00 feet; thence south along a west interior wall, 30.34 feet; thence east along a south interior wall, 85.02 feet; thence north along an east interior wall, 30.52 feet; thence west along a south stairway edge, 40.33 feet thence north along the west edge of said stairway, 23.63 feet; thence east along a north edge of said stairway, 16.00 feet; thence south along an east edge of said stairway 16.78 feet; thence east along a north edge of said stairway, 16.02 feet; thence north along a west edge of said stairway, 4.66 feet; thence north along and east interior wall, 192.98 feet to the Point of Beginning.

Excepting from said parcel, that part of the following described parcel lying above City of Chicago Datum Elevation of 26.51 feet.

Commencing at said northeast corner of Block 16; thence south along the east line of said Block 16, being also the intersection of the south line of West Waveland Avenue and the west line of North Halsted Street as now occupied; thence south along the east line of said Block 16 and said west line of North Halsted Street, 126.07 feet; thence west along a line forming an angle of 90 degrees 09 minutes 39 seconds as measured from right to left from the last described course along the easterly extension of north face of a drop ceiling; thence west along said extension, 3.37 feet to the intersection of said north face with a east interior wall for a Point of Beginning; thence west along said north face, 17.00 feet; thence south along the west face of said drop ceiling, 138.24 feet to the north exterior edge of an elevator structure; thence east along the north face of said elevator structure, 9.36 feet; thence south along the east face of said elevator structure, 8.13 feet; thence east along the south face of said drop ceiling, 8.08 feet; thence north along said east exterior wall, 146.37 feet to the Point of Beginning.

Said parcel contains a footprint area of 36,649 square feet, more or less and a volume of 693,558 cubic feet, more or less.

## Legal Description - Second Floor Retail Parcel

That portion of the following described parcel lying above City of Chicago Datum Elevation of 32.10 feet, and below City of Chicago Datum Elevation of 43.64 feet;

That part of Block 16 in Laflin, Smith and Dyer's Subdivision, Recorded May 27, 1855 as Document Number 64890 and Re-Recorded June 29, 1886 as Document Number 730722, of the Northeast Quarter (except 1.28 acres in the northeast corner thereof) of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois, described as follows:

Commencing at the northeast corner of said Block 16, being also the intersection of the south line of West Waveland Avenue and the west line of North Halsted Street as now occupied;

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thence south along the east line of said Block 16 and said west line of North Halsted Street, 288.68 feet; thence west along a line forming an angle of 90 degrees 09 minutes 39 seconds as measured from right to left from the last described course along the easterly extension of a north interior wall line of the Second Floor Retail Parcel, 3.86 feet to it's intersection with an east interior wall of said Second Floor Retail Parcel, for a Point of Beginning; thence continuing west along said north interior wall, 9.76 feet; thence north along an east interior wall, 12.02 feet; thence west along a north interior wall, 13.37 feet; thence south along a west interior wall, 12.86 feet; thence west along a north interior wall, 24.83 feet; thence north along an east interior wall, 1.50 feet; thence east along a south interior wall, 1.83 feet; thence north along an east interior wall, 20.29 feet; thence west along a north interior wall, 37.50 feet; thence south along a west interior wall, 21.79 feet; thence west along a north interior wall, 1.55 feet; thence south along a west interior wall, 30.63 feet; thence east along a south interior wall, 6.22 feet; thence north along a pilaster edge, 0.50 feet; thence east along a pilaster edge, 2.50 feet; thence south along a pilaster edge, 0.50 feet; thence east along a south interior wall, 28.50 feet; thence north along a pilaster edge, 0.50 feet; thence east along a pilaster edge, 2.50 feet; thence south along a pilaster edge, 0.50 feet; thence east along a south interior wall, 28.50 feet; thence north along a pilaster edge, 0.50 feet; thence east along a pilaster edge, 2.50 feet; thence south along a pilaster edge, 0.50 feet; thence east along a south interior wall, 10.92 feet; thence north along a pilaster edge, 0.50 feet; thence east along a pilaster edge, 2.50 feet; thence south along a pilaster edge, 0.50 feet; thence east along a south interior wall, 1.05 feet; thence north along an east interior wall, 31.46 feet to the Point of Beginning.

Said parcel contains a footprint area of 3,598 square feet, more or less and a volume of 41,521 cubic feet, more or less.

## Legal Description - Lower Level 1 Retail Parcel

That portion of the following described parcel lying above City of Chicago Datum Elevation of 2.10 feet, and below City of Chicago Datum Elevation of 11.60 feet;

That part of Block 16 in Laflin, Smith and Dyer's Subdivision, Recorded May 27, 1855 as Document Number 64890 and Re-Recorded June 29, 1886 as Document Number 750722, of the Northeast Quarter (except 1.28 acres in the northeast corner thereof) of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois, described as follows:

Commencing at the northeast corner of said Block 16, being also the intersection of the south line of West Waveland Avenue and the west line of North Halsted Street as now occupied; thence south along the east line of said Block 16 and said west line of North Halsted Street, 19.48 feet; thence west along a line forming an angle of 90 degrees 09 minutes 39 seconds as measured from right to left from the last described course along the easterly extension of a south pilaster edge at the northeast corner of the Lower Level 1 Retail Parcel, 3.32 feet to it's intersection with an east interior wall of said First Floor Retail Parcel, for a Point of Beginning; thence continuing west along south pilaster edge, 1.13 feet; thence north along a pilaster edge, 0.83 feet; thence west along a north interior wall, 13.63 feet; thence south along a pilaster edge,



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0.83 feet; thence west along a pilaster edge, 2.50 feet; thence north along a pilaster edge, 0.83 feet; thence west along a north interior wall, 22.08 feet; thence north along an east interior wall, 9.21 feet; thence west along a north interior wall, 10.08 feet; thence south along a west interior wall, 6.54 feet; thence east 2.00 feet; thence south 2.00 feet; thence east 1.67 feet; thence south 1.50 feet; thence west 2.50 feet; thence north 2.67 feet; thence west along a north interior wall, 28.50 feet; thence south 2.67 feet; thence west 2.50 feet; thence north 0.50 feet; thence west along a north interior wall, 29.21 feet; thence south along a west interior wall, 58.08 feet; thence west 1.50 feet; thence north 1.83 feet; thence west 6.00 feet; thence north along an interior wall, 33.00 feet; thence west along an interior wall, 9.25 feet; thence south along a west interior wall, 6.83 feet; thence east along a pilaster edge, 0.50 feet; thence south along a pilaster edge, 1.50 feet; thence west along a pilaster edge, 0.50 feet; thence south along a west interior wall, 24.50 feet; thence east along a pilaster edge, 0.50 feet; thence south along a pilaster edge, 1.50 feet; thence west along a pilaster edge, 0.50 feet; thence south along a west interior wall, 24.50 feet; thence east along a pilaster edge, 0.50 feet; thence south along a pilaster edge, 1.50 feet; thence west along a pilaster edge, 0.50 feet; thence south along a west interior wall, 24.50 feet; thence east along a pilaster edge, 0.50 feet; thence south along a pilaster edge, 1.50 feet; thence west along a pilaster edge, 0.50 feet; thence south along a west interior wall, 24.50 feet; thence east along a pilaster edge, 0.50 feet; thence south along a pilaster edge, 1.50 feet; thence west along a pilaster edge, 0.50 feet; thence south along a west interior wall, 24.50 feet; thence east along a pilaster edge, 0.50 feet; thence south along a pilaster edge, 1.50 feet; thence west along a pilaster edge, 0.50 feet; thence south along a west interior wall, 24.50 feet; thence east along a pilaster edge, 0.50 feet; thence south along a pilaster edge, 1.50 feet; thence west along a pilaster edge, 0.50 feet; thence south along a west interior wall, 24.50 feet; thence east along a pilaster edge, 0.50 feet; thence south along a pilaster edge, 1.50 feet; thence west along a pilaster edge, 0.50 feet; thence south along a west interior wall, 30.13 feet; thence east along a pilaster edge, 0.75 feet; thence south along a pilaster edge, 0.26 feet; thence east along a south interior wall 14.00 feet; thence north along a pilaster edge, 0.50 feet; thence east along a pilaster edge, 2.50 feet; thence south along a pilaster edge, 0.50 feet; thence east along a south interior wall, 28.50 feet; thence north along a pilaster edge, 0.50 feet; thence east along a pilaster edge, 2.50 feet; thence south along a pilaster edge, 0.50 feet; thence east along a south interior wall, 28.50 feet; thence north along a pilaster edge, 0.50 feet; thence east along a pilaster edge, 2.50 feet; thence south along a pilaster edge, 0.50 feet; thence east along a south interior wall, 20.58 feet; thence north along an east interior wall, 11.86 feet; thence east along a north interior stairway wall and its westerly extension, 18.08 feet; thence north along a west interior stairway wall, 12.11 feet; thence east along a north interior stairway wall, 7.08 feet; thence north along an east interior wall, 6.41 feet; thence west along a pilaster edge, 0.50 feet; thence north along a pilaster edge, 1.50 feet; thence east along a pilaster edge, 0.50 feet; thence north along said east interior wall 24.50 feet; thence west along a pilaster edge, 0.50 feet; thence north along a pilaster edge, 1.50 feet; thence east along a pilaster edge, 0.50 feet; thence north along said east interior wall 24.50 feet; thence west along a pilaster edge, 0.50 feet; thence north along a pilaster edge, 1.50 feet; thence east along a pilaster edge, 0.50 feet; thence north along said east interior wall 24.50 feet; thence west along a pilaster edge, 0.50 feet; thence north along a pilaster edge, 1.50 feet; thence east along a pilaster edge, 0.50 feet; thence north along said east interior wall 24.50 feet; thence west along a pilaster edge, 0.50 feet; thence north along a pilaster edge, 1.50 feet; thence east along a pilaster edge,

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0.50 feet; thence north along said east interior wall 24.50 feet; thence west along a pilaster edge, 1.13 feet; thence north along a pilaster edge, 1.50 feet; thence east along a pilaster edge, 1.13 feet; thence north along said east interior wall 24.50 feet; thence west along a pilaster edge, 1.13 feet; thence north along a pilaster edge, 1.50 feet; thence east along a pilaster edge, 1.13 feet; thence north along said east interior wall 24.50 feet; thence west along a pilaster edge, 1.13 feet; thence north along a pilaster edge, 1.50 feet; thence east along a pilaster edge, 1.13 feet; thence north along said east interior wall 24.50 feet; thence west along a pilaster edge, 1.13 feet; thence north along a pilaster edge, 1.50 feet; thence east along a pilaster edge, 1.13 feet; thence north along said east interior wall, 29.25 feet to the Point of Beginning.

Excepting from said parcel, the following described portion:

Commencing at said northeast corner of Block 16; thence south along the east line of said Block 16, being also the intersection of the south line of West Waveland Avenue and the west line of North Halsted Street as now occupied; thence south along the east line of said Block 16 and said west line of North Halsted Street, 76.05 feet; thence west along a line forming an angle of 90 degrees 09 minutes 39 seconds as measured from right to left from the last described course along the easterly extension of the south exterior wall of an elevator structure; thence west along said extension, 49.12 feet to the southeast corner of said structure for a Point of Beginning; thence continuing west along said south exterior wall and its westerly extension, 33.50 feet; thence north along a west exterior wall of a shower room and its southerly extension, 27.33 feet; thence east along the north exterior wall of said shower room and its easterly extension, 33.50 feet; thence south along the east exterior wall of the east exterior wall of said elevator structure and its northerly extension, 27.33 feet to the Point of Beginning.

Said parcel contains a footprint area of 31,912 square feet, more or less and a volume of 303,164 cubic feet, more or less.

## Legal Description - Lower Level 2 Retail Parcel

That portion of the following described parcel lying above City of Chicago Datum Elevation of -7.90 feet, and below City of Chicago Datum Elevation of 0.93 feet;

That part of Block 16 in Laflin, Smith and Dyer's Subdivision, Recorded May 27, 1855 as Document Number 64890 and Re-Recorded June 29, 1886 as Document Number 730722, of the Northeast Quarter (except 1.28 acres in the northeast corner thereof) of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois, described as follows:

Commencing at the northeast corner of said Block 16, being also the intersection of the south line of West Waveland Avenue and the west line of North Halsted Street as now occupied; thence south along the east line of said Block 16 and said west line of North Halsted Street, 19.48 feet; thence west along a line forming an angle of 90 degrees 09 minutes 39 seconds as measured from right to left from the last described course along the easterly extension of a south pilaster edge at the northeast corner of the Lower Level 1 Retail Parcel, 3.32 feet to its intersection with an east interior wall of said First Floor Retail Parcel, for a Point of Beginning;

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thence continuing west along south pilaster edge, 1.13 feet; thence north along a pilaster edge, 0.83 feet; thence west along a north interior wall, 13.63 feet; thence south along a pilaster edge, 0.83 feet; thence west along a pilaster edge, 2.50 feet; thence north along a pilaster edge, 0.83 feet; thence west along a north interior wall, 22.08 feet; thence north along an east interior wall, 9.21 feet; thence west along a north interior wall, 10.08 feet; thence south along a west interior wall, 6.54 feet; thence east 2.00 feet; thence south 2.00 feet; thence east 1.67 feet; thence south 1.50 feet; thence west 2.50 feet; thence north 2.67 feet; thence west along a north interior wall, 28.50 feet; thence south 2.67 feet; thence west 2.50 feet; thence north 0.50 feet; thence west along a north interior wall, 29.00 feet; thence south along a west interior wall 57.75 feet; thence west 1.50 feet; thence north 2.50 feet; thence east 0.50 feet; thence north along an interior wall, 23.49 feet; thence west along a pilaster edge, 0.50 feet; thence north along a pilaster edge, 2.50 feet; thence east along a pilaster edge, 0.50 feet; thence north along an interior wall, 13.00 feet; thence west along an interior wall, 5.50 feet; thence south along an interior wall, 25.67 feet; thence west along an interior wall, 10.25 feet; thence south along a west interior wall, 13.83 feet; thence east along a pilaster edge, 0.50 feet; thence south along a pilaster edge, 1.50 feet; thence west along a pilaster edge, 0.50 feet; thence south along a west interior wall, 24.50 feet; thence east along a pilaster edge, 0.50 feet; thence south along a pilaster edge, 1.50 feet; thence west along a pilaster edge, 0.50 feet; thence south along a west interior wall, 24.50 feet; thence east along a pilaster edge, 0.50 feet; thence south along a pilaster edge, 1.50 feet; thence west along a pilaster edge, 0.50 feet; thence south along a west interior wall, 24.50 feet; thence east along a pilaster edge, 0.50 feet; thence south along a pilaster edge, 1.50 feet; thence west along a pilaster edge, 0.50 feet; thence south along a west interior wall, 24.50 feet; thence east along a pilaster edge, 0.50 feet; thence south along a pilaster edge, 1.50 feet; thence west along a pilaster edge, 0.50 feet; thence south along a west interior wall, 24.50 feet; thence east along a pilaster edge, 0.50 feet; thence south along a pilaster edge, 1.50 feet; thence west along a pilaster edge, 0.50 feet; thence south along a west interior wall, 24.50 feet; thence east along a pilaster edge, 0.50 feet; thence south along a pilaster edge, 1.50 feet; thence west along a pilaster edge, 0.50 feet; thence south along a west interior wall, 30.38 feet; thence east along a south interior wall, 14.75 feet; thence north along a pilaster edge, 0.50 feet; thence east along a pilaster edge, 2.50 feet; thence south along a pilaster edge, 0.50 feet; thence east along a south interior wall 26.50 feet; thence north along a pilaster edge, 0.50 feet; thence east along a pilaster edge, 2.50 feet; thence south along a pilaster edge, 0.50 feet; thence north along a south interior wall, 28.50 feet; thence north along a pilaster edge, 0.50 feet; thence east along a pilaster edge, 2.50 feet; thence south along a pilaster edge, 0.50 feet; thence east along a south interior wall, 21.67 feet; thence north along an east interior wall, 11.86 feet; thence east 16.00 feet; thence south 3.86 feet; thence east, 8.08 feet; thence north along an east interior wall, 22.38 feet; thence west along a pilaster edge, 0.50 feet; thence north along a pilaster edge, 1.50 feet; thence east along a pilaster edge, 0.50 feet; thence north along said east interior wall 24.50 feet; thence west along a pilaster edge, 0.50 feet; thence north along a pilaster edge, 1.50 feet; thence east along a pilaster edge, 0.50 feet; thence north along said east interior wall 24.50 feet; thence west along a pilaster edge, 0.50 feet; thence north along a pilaster edge, 1.50 feet; thence east along a pilaster edge, 0.50 feet; thence north along said east interior wall 24.50 feet; thence west along a pilaster edge, 0.50 feet; thence north along a pilaster edge, 1.50 feet; thence east along a pilaster edge, 0.50 feet; thence north along said east interior wall 24.50 feet; thence west along a pilaster edge, 0.50 feet; thence north along a pilaster

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edge, 1.50 feet; thence east along a pilaster edge, 0.50 feet; thence north along said east interior wall 24.50 feet; thence west along a pilaster edge, 1.13 feet; thence north along a pilaster edge, 1.50 feet; thence east along a pilaster edge, 1.13 feet; thence north along said east interior wall 24.50 feet; thence west along a pilaster edge, 1.13 feet; thence north along a pilaster edge, 1.50 feet; thence east along a pilaster edge, 1.13 feet; thence north along said east interior wall 24.50 feet; thence west along a pilaster edge, 1.13 feet; thence north along a pilaster edge, 1.50 feet; thence east along a pilaster edge, 1.13 feet; thence north along said east interior wall 24.50 feet; thence west along a pilaster edge, 1.13 feet; thence north along a pilaster edge, 1.50 feet; thence east along a pilaster edge, 1.13 feet; thence north along said east interior wall, 29.25 feet to the Point of Beginning.

Excepting from said parcel, the following described portion:

Commencing at said northeast corner of Block 16; thence south along the east line of said Block 16, being also the intersection of the south line of West Waveland Avenue and the west line of North Halsted Street as now occupied; thence south along the east line of said Block 16 and said west line of North Halsted Street, 76.05 feet; thence west along a line forming an angle of 90 degrees 09 minutes 39 seconds as measured from right to left from the last described course along the easterly extension of the south exterior wall of an elevator structure; thence west along said extension, 49.12 feet to the southeast corner of said structure for a Point of Beginning; thence continuing west along said south exterior wall and its westerly extension, 33.50 feet; thence north along a west exterior wall of an interior basin room and its southerly extension, 27.33 feet; thence east along the north exterior wall of said basin room, 33.50 feet; thence south along the east exterior wall of said interior basin room and the east exterior wall of said elevator structure, 27.33 feet to the to the Point of Beginning.

Said parcel contains a footprint area of 32,097 square feet, more or less and a volume of 283,417 cubic feet, more or less.