



**INSTRUMENT WAS
PREPARED BY AND AFTER
RECORDING RETURN TO:**

iStar FM Loans LLC
2727 E. Imperial Highway
Brea, California 92821
Attention: Ms. Norma Rincand
Loan Nos. 950115089
950115115

Doc#: 0826022090 Fee: \$80.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/16/2008 02:33 PM Pg: 1 of 23

Doc#: 0825416074 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/10/2008 02:25 PM Pg: 1 of 16

**This document is being
re-recorded to include
the legal description on exhibit B.*

FOURTH AMENDMENT TO MORTGAGE AND OTHER LOAN DOCUMENTS

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PAR

THIS FOURTH AMENDMENT TO MORTGAGE AND OTHER LOAN DOCUMENTS (this "Agreement") is made as of September 8, 2008, by and among **1400 SOUTH MICHIGAN, LLC**, an Illinois limited liability company ("**Borrower**"), **1400 THC, LLC**, an Illinois limited liability company ("**Original Ground Lessor**") **RUSSLAND CAPITAL DEVELOPMENT GROUP, INC.**, an Illinois corporation ("**Russland Capital**"), **ALEXANDER VAISMAN**, an individual ("**Vaisman**"), **JACOB BLETNITSKY**, an individual ("**Bletnitsky**"), and together with Original Ground Lessor, Russland Capital and Vaisman, each a "**Guarantor**", and collectively, the "**Guarantors**", and **ISTAR FM LOANS LLC**, a Delaware limited liability company ("**Lender**"), with respect to the following Recitals:

RECITALS:

A. Original Ground Lessor and Borrower previously were parties to that certain Ground Lease Agreement dated September, 2004 (the "**Ground Lease**"), pursuant to which Original Ground Lessor ground leased to Borrower that certain real property more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Property**").

B. Pursuant to that certain Loan and Security Agreement dated as of December 28, 2006, between Fremont Investment & Loan, a California industrial bank ("**Fremont**"), and Borrower, as amended by the Leasehold Amendment Agreements (as hereinafter defined) (as amended, the "**Leasehold Loan Agreement**"), Fremont previously made a loan in the original principal amount of Sixty-Two Million Four Hundred Fifty-Four Thousand Dollars (\$62,454,000) (the "**Leasehold Loan**") to Borrower. The Leasehold Loan is evidenced by that certain Secured Promissory Note A dated as of December 28, 2006, in the original principal amount of the Leasehold Loan, executed by Borrower, as maker, in favor of Fremont, as holder, as amended and restated by that certain Amended and Restated Secured Promissory Note A dated as of December 20, 2007, in the principal amount of Sixty-Four Million One Hundred Fifty-Four Thousand Dollars (\$64,154,000), executed by Borrower, as maker, in favor of Lender, as holder, as amended by the Leasehold Amendment Agreements (as amended and restated and further amended, the "**Leasehold Note**"). All initially-capitalized terms used herein without definition shall have the meanings given such terms in the Leasehold Loan Agreement.

C. The repayment of the Leasehold Note and the performance of Borrower's obligations under the Leasehold Note and the Leasehold Loan are secured, inter alia, by that certain (i) Mortgage and Fixture Filing dated as of December 28, 2006, executed by Borrower in favor of Fremont, as amended by the Leasehold Amendment Agreements (as amended, the "**Leasehold Security Instrument**"), and recorded on December 29, 2006, as Instrument No. 0636322020 in the Official Records of Cook County, Illinois (the "**Recording Location**"), encumbering Borrower's leasehold interest in the Property, and (ii) Assignment of Rents (and Leases) dated as of December 28, 2006, executed by Borrower in favor of Fremont, as amended by the Leasehold Amendment Agreements (as amended, the

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"Leasehold Assignment of Rents"), and recorded on December 29, 2006, as Instrument No. 0636322022 in the Recording Location.

D. Certain of Borrower's obligations under the Leasehold Loan were guaranteed by (i) Original Ground Lessor pursuant to that certain Guaranty dated as of December 28, 2006, executed by Original Ground Lessor in favor of Fremont, as amended by the Leasehold Amendment Agreements (as amended, the "**Leasehold THC Guaranty**"), and (ii) Russland Capital, Vaisman and Bleitnitsky pursuant to that certain Guaranty dated as of December 28, 2006, executed by Russland Capital, Vaisman and Bleitnitsky in favor of Fremont, as amended by the Leasehold Amendment Agreements (as amended, the "**Leasehold Russland Guaranty**").

E. Borrower and Russland Capital entered into that certain Environmental Indemnity dated as of December 28, 2006 in connection with the Leasehold Loan, as amended by the Leasehold Amendment Agreements (the "**Leasehold Environmental Indemnity**").

F. Borrower, Lender and Guarantors are parties to that certain (i) Amendment to Mortgage and Other Loan Documents dated as of April 30, 2007, and recorded on October 15, 2007, as Instrument No. 0728822070 in the Recording Location, and (ii) Second Amendment to Mortgage and Other Loan Documents dated as of December 20, 2007, recorded on January 9, 2008, as Instrument No. 0800903038 in the Recording Location, and re-recorded on January 15, 2008, as Instrument No. 0801560097 in the Recording Location ((i) and (ii) jointly, the "**Leasehold Amendment Agreements**", and together with the Leasehold Loan Agreement, Leasehold Note, Leasehold Security Instrument, Leasehold Assignment of Rents, Leasehold THC Guaranty, Leasehold Russland Guaranty and all other documents, securing, evidencing or executed in connection with the Leasehold Loan (other than the Leasehold Environmental Indemnity), the "**Leasehold Loan Documents**").

G. Pursuant to that certain Loan and Security Agreement dated as of December 28, 2006, between Fremont and Original Ground Lessor, as amended and assumed pursuant to the Landco Assumption Agreement (as hereinafter defined) (as amended and assumed, the "**Landco Loan Agreement**"), Fremont previously made a loan in the original principal amount of Four Million Forty-Six Thousand Dollars (\$4,046,000) (the "**Landco Loan**") to Original Ground Lessor. The Landco Loan was evidenced by that certain Secured Promissory Note B dated as of December 28, 2006, in the original principal amount of the Landco Loan, executed by Original Ground Lessor, as maker, and payable to the order of Fremont, as holder, as amended and assumed pursuant to the Landco Assumption Agreement (as amended and assumed, the "**Landco Note**").

H. The repayment of the Landco Note and the satisfaction of the obligations under the Landco Loan are secured, inter alia, by that certain (i) Mortgage and Fixture Filing dated as of December 28, 2006, executed by Original Ground Lessor in favor of Fremont, and recorded on December 29, 2006, as Document No. 0636322021 in the Recording Location, as amended and assumed pursuant to the Landco Assumption Agreement (the "**Landco Security Instrument**"), and encumbering Original Ground Lessor's fee simple interest in and to the Property, and (ii) Assignment of Rents (and Lease) dated as of December 28, 2006, executed by Original Ground Lessor in favor of Fremont, recorded on December 29, 2006, as Document No. 0636322023 in the Recording Location, as amended and assumed pursuant to the Landco Assumption Agreement (the "**Landco Assignment of Rents**").

I. Certain of Original Ground Lessor's obligations under the Landco Loan Documents were guaranteed by (i) Borrower pursuant to that certain Guaranty dated as of December 28, 2006, executed by Borrower in favor of Fremont, as reaffirmed pursuant to the Landco Assumption Agreement (as reaffirmed, the "**Landco 1400 Guaranty**"), and (ii) Russland Capital, Vaisman and Bleitnitsky pursuant to that certain Guaranty dated as of December 28, 2006, executed by Russland Capital, Vaisman and Bleitnitsky in favor of Fremont, as reaffirmed pursuant to the Landco Assumption Agreement (as reaffirmed, the "**Landco Russland Guaranty**"), and together with the Landco Loan Agreement, the Landco Note, the Landco Security Instrument, the Landco Assignment of Rents, and all other documents evidencing, securing or executed in connection with the Landco Loan (other than the Landco Environmental Indemnity (as hereinafter defined)), the "**Landco Loan Documents**").

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J. Original Ground Lessor and Russland Capital entered into that certain Environmental Indemnity dated as of December 28, 2006 in connection with the Landco Loan, as reaffirmed by the Landco Assumption Agreement (the "**Landco Environmental Indemnity**").

K. Fremont assigned its interest in the Landco Loan, the Landco Loan Documents, the Landco Environmental Indemnity, the Leasehold Loan, the Leasehold Loan Documents, and the Leasehold Environmental Indemnity to Lender pursuant to an Assignment and Assumption of Notes, Mortgages and Other Loan Documents dated as of June 29, 2007, between Fremont and Lender, and recorded on July 17, 2007, as Document No. 0719813000 (the "**Landco Assumption Agreement**").

L. Original Ground Lessor transferred one hundred percent (100%) of the fee simple interest in the Property, together with all right title and interest of Original Ground Lessor in the Ground Lease, condominium purchase agreement and the Project (as defined in the Landco Loan Agreement) and all rights and interests appurtenant to any of the foregoing (collectively, the "**Subject Property**") to Borrower, and in connection therewith, Original Ground Lessor assigned, and Borrower assumed, all of the obligations of Original Ground Lessor under the Landco Loan Documents and the Landco Environmental Indemnity pursuant to that certain Assignment and Assumption of Mortgage and Other Loan Documents dated as of August 19, 2008 executed by Original Ground Lessor and the other parties hereto.

M. Pursuant to the terms and conditions of that certain Third Amendment to Loan Documents dated as of August 19, 2008 (the "**Third Amendment**"), among Borrower, Guarantors and Lender, Lender (i) consented to the termination of the Ground Lease, and (ii) amended, restated and consolidated the Landco Loan and the Leasehold Loan into a single loan (as amended, restated and consolidated, the "**Loan**"). The following documents, among others, were executed in connection with the Third Amendment: (1) Amended, Restated and Consolidated Loan and Security Agreement dated as of August 19, 2008, between Borrower and Lender (the "**Amended Loan Agreement**"), (2) Second Amended, Restated and Consolidated Secured Promissory Note dated as of August 19, 2008, executed by Borrower in favor of Lender in the original principal amount of Sixty-Eight Million Two Hundred Thousand Dollars (\$68,200,000) (the "**Amended Note**"), (3) Amended, Restated and Consolidated Mortgage and Fixture Filing dated as of August 19, 2008, executed by Borrower in favor of Lender, and recorded on August 19, 2008, as Document No. 0826022090 in the Recording Location (the "**Amended Security Instrument**"), encumbering the Property, and (4) Amended, Restated and Consolidated Assignment of Rents (and Leases) dated as of August 19, 2008, executed by Borrower in favor of Lender, and recorded on August 19, 2008, as Document No. 0826022090 in the Recording Location (the "**Amended Assignment of Rents**").

N. As used herein, "**Loan Documents**" shall mean (i) the Leasehold Loan Agreement and the Landco Loan Agreement, as amended, restated and consolidated by the Amended Loan Agreement (as amended, restated and consolidated, the "**Loan Agreement**"), (ii) the Leasehold Note and the Landco Note, as amended, restated and consolidated by the Amended Note (as amended, restated and consolidated, the "**Note**"), (iii) the Leasehold Security Instrument and the Landco Security Instrument, as amended, restated and consolidated by the Amended Security Instrument (as amended, restated and consolidated, the "**Security Instrument**"), (iv) the Leasehold Assignment of Rents and the Landco Assignment of Rents, as amended, restated and consolidated by the Amended Assignment of Rents (as amended, restated and consolidated, the "**Assignment of Rents**"), and (v) all other documents securing, or executed in connection with, the Loan, but shall exclude the Environmental Indemnity (as defined in the Loan Agreement) each of the foregoing as modified by the Modification Documents (as hereinafter defined). All initially-capitalized terms used herein within definition shall have the meanings given such terms in the Loan Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, Borrower and Guarantors agree as follows:

1. **Security Instrument.**

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(a) The Security Instrument is hereby modified to replace the existing legal description of the Property as set forth on Exhibit A attached hereto, with a new legal description of the Property in the form attached hereto as Exhibit B and incorporated herein by this reference.

(b) Borrower hereby reaffirms the irrevocable mortgage, grant, transfer, conveyance, warrant and assignment to Trustee (as defined in the Security Instrument), under and subject to the terms and conditions set forth in the Security Instrument with respect to the Property more particularly described on Exhibit B attached hereto.

2. **Assignment of Rents.** Exhibit A to the Assignment of Rents is hereby deleted in its entirety and replaced with Exhibit B attached hereto and incorporated herein by this reference.

3. **Loan Documents and Environmental Indemnity.** As of the Effective Date (as hereinafter defined), all of the Loan Documents (whether or not specifically described herein) and the Environmental indemnity are hereby amended to (a) replace the legal description of the Property as set forth on Exhibit A attached hereto, with a new legal description of the Property in the form attached hereto as Exhibit B and incorporated herein by this reference, (b) reflect that each of the Loan Documents and the Environmental Indemnity have been modified by the applicable Modification Documents, and (c) the Modification Documents constitute "Loan Documents" (as the term "Loan Documents" is used therein).

4. **Representations and Warranties.** In order to induce Lender to enter into this Agreement, Borrower and Guarantors represent and warrant to Lender, and agree, as follows:

(a) Borrower and Guarantors acknowledge, ratify and reaffirm their respective obligations under the Loan Documents and the Environmental Indemnity, all as modified by this Agreement.

(b) Each Signature Party executing this Agreement has the full power and authority to enter into this Agreement and to carry out the transactions contemplated in this Agreement.

(c) This Agreement is the legally valid and binding obligation of Borrower and Guarantors, enforceable against Borrower and Guarantors in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by the application of equitable principles.

(d) As of the date of this Agreement, neither Borrower nor any Guarantor has any (i) offsets or defenses against the payment of the Note or any other amounts under the Loan Documents or the Environmental Liability, or (ii) claims or counterclaims against Lender or any of its employees, officers, directors, consultants or agents in connection with the Loan or any of the Loan Documents or the Environmental Indemnity.

5. **Closing Conditions.** Lender shall have no obligation to enter into the agreements set forth herein unless Borrower delivers or causes to be delivered to Lender the following items on, or before September 1, 2008 (the "**Termination Date**"), all of which shall be satisfactory in form and content to Lender and, if applicable, duly executed (and acknowledged where necessary) by the appropriate parties thereto (collectively, the "**Closing Conditions**"):

(a) This Agreement;

(b) At Borrower's expense, such endorsements to the Title Policy as Lender, in its good faith sole discretion, shall require, including, without limitation, an endorsement reflecting the legal description set forth on Exhibit B attached hereto and affirming that the Property described in Exhibit A attached hereto is the same real property as is described in Exhibit B attached hereto;

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(c) Reimbursement to Lender of Lender's attorneys' fees incurred in connection with this Agreement and any other documents required by this Agreement (collectively, the "**Modification Documents**"); and

(d) Such other documents, materials or information as the Title Company may reasonably require in order to issue the endorsement(s) referenced above in subsection 5(b) or to record this Agreement.

6. **Events of Default.** In addition to all other matters constituting a default, Potential Default or Event of Default under the terms of the Loan Documents, the breach or default by Borrower or any Guarantor of any term, covenant, agreement, condition, provision, representation or warranty contained herein, and the expiration of any applicable notice and cure period set forth in the Loan Documents shall also be deemed a default, Potential Default or Event of Default, as applicable, under the Loan Documents.

7. **Amendment to Loan Documents and Environmental Indemnity.** Notwithstanding anything to the contrary in the Note, Security Instrument or any other Loan Documents, upon the recordation of this Agreement in the Recording Location and the satisfaction of the Closing Conditions set forth herein prior to the Termination Date, the parties hereto agree that the Note, Security Instrument and any other Loan Documents and the Environmental Indemnity shall be amended in the manner and to the extent set forth herein.

8. **Effect of Loan Documents.** Except as specifically amended pursuant to the terms of this Agreement, the terms and conditions of the Loan Documents and the Environmental Indemnity shall remain unmodified and in full force and effect.

9. **Governing Law.** This Agreement shall be governed by, and construed and enforced with, the laws of the Governing State.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document, which may be recorded.

11. **Submission of Agreement.** The submission of this Agreement to Borrower, the Guarantors, any other Signature Parties or any of their respective agents or attorneys for review or signature does not constitute an agreement by Lender to enter into this Agreement, and this Agreement shall have no binding force or effect until it is recorded in the Recording Location.

12. **Time of Essence.** Time is of the essence with respect to each provision of this Agreement.

13. **Consent to Jurisdiction.** Borrower, Lender and Guarantors each hereby consent to the jurisdiction of any state or federal court located within the Governing State in any suit, action or proceeding based hereon or arising out of, under or in connection with this Agreement or any of the other Loan Documents (and further agree not to assert or claim that such venue is inconvenient or otherwise inappropriate or unsuitable), and waive personal service of any and all process upon them and consent that all service of process be made by certified mail to the applicable address set forth herein.

14. **Waiver of Jury Trial.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER, GUARANTORS AND LENDER EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY CONTROVERSY OR CLAIM, WHETHER ARISING IN TORT OR CONTRACT OR BY STATUTE OR LAW, BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONJUNCTION WITH THIS

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AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE VALIDITY, INTERPRETATION, COLLECTION OR ENFORCEMENT HEREOF OR THEREOF), OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY IN CONNECTION HERewith OR THEREWITH. EACH PARTY ACKNOWLEDGES AND AGREES THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR BORROWER'S, LENDER'S AND GUARANTORS ENTERING INTO THIS AGREEMENT AND THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THIS WAIVER. LENDER, GUARANTORS AND BORROWER ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION 14 IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

"BORROWER"

1400 SOUTH MICHIGAN, LLC,
an Illinois limited liability company

By: 1400 South Michigan Member, LLC,
an Illinois limited liability company
its sole managing member

By: Russland Capital Development Group,
Inc., an Illinois corporation
its manager

By: *Alexander Vaisman*
Name: Alexander Vaisman
Title: Secretary

"ORIGINAL GROUND LESSOR"

1400 THC, LLC,
an Illinois limited liability company

By: 1400 Land Corp.,
an Illinois corporation
its sole managing member

By: *Alexander Vaisman*
Name: Alexander Vaisman
Title: Secretary

"GUARANTORS"

RUSSLAND CAPITAL DEVELOPMENT GROUP, INC.,
an Illinois corporation

By: *Alexander Vaisman*
Name: Alexander Vaisman
Title: Secretary

Alexander Vaisman
ALEXANDER VAISMAN, an individual

Jacob Bleitnitsky
JACOB BLEITNITSKY, an individual

Property of Cook County Clerk's Office

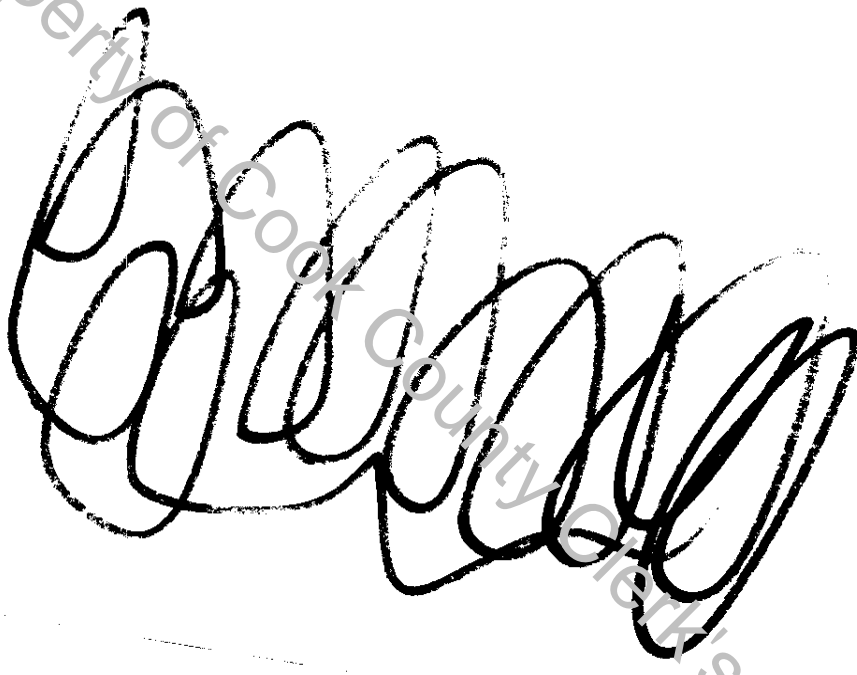
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"LENDER"

ISTAR FM LOANS LLC
a Delaware limited liability company

By: 
Name: Elizabeth Smith
Title: Senior Vice President

Property of Cook County Clerk's Office



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[BORROWER NOTARY]

STATE OF ILLINOIS

COUNTY OF COOK

)
) SS.

On Aug 19, 2008, before me, ~~ALEX~~ ^{the undersigned} VAISMAN, a Notary Public, personally appeared ALEX VAISMAN, and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Roslyn Hamer
Notary Public



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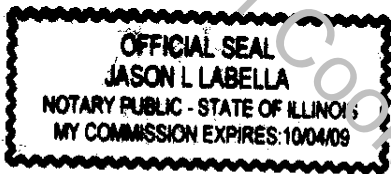
[BORROWER NOTARY]

STATE OF Illinois)
COUNTY OF Cook) SS.

On August 19, 2008 before me, the undersigned, a Notary Public, personally appeared Alexander Vaisman, and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public



the secretary of Russland Capital Development Group, Inc., the manager of 1400 South Michigan Member, LLC, the sole member of 1400 South Michigan, LLC

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[GUARANTORS NOTARY]

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On Aug 19, 2008, before me, the undersigned, a Notary Public,
personally appeared JACOB BLETNITSEK, and _____
_____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument and acknowledged to me that he/she executed the
same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Roslyn Hamer
Notary Public



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[GUARANTORS NOTARY]

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On Aug 19, 2008 before me, the undersigned, a Notary Public,
personally appeared Alex Vaisner and Secretary of Russland Capital Development
Corp, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument and acknowledged to me that he/she executed the
same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Roslyn Hamer
Notary Public



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Grand Lessor Notary
[GUARANTORS-NOTARY]

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On Aug 19, 2008, before me, the undersigned, a Notary Public,
personally appeared Alex Vaisman, aka Secretary of 1700 Law Corp,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument and acknowledged to me that he/she executed the
same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Roslyn Hamer
Notary Public



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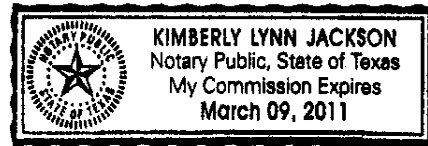
[LENDER NOTARY]

STATE OF Texas
COUNTY OF Dallas } SS.

On 9-8-08, before me, Kimberly Jackson, a Notary Public, personally appeared Elizabeth Smith, and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public



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EXHIBIT A

Original Legal Description of the Property

That certain real property located in the City of Chicago, County of Cook, State of IL, having a street address of 1400 South Michigan Avenue, more particularly described as follows:

LOTS 22 THROUGH 28, BOTH INCLUSIVE, IN BLOCK 16 IN HERINGTON'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 17-22-107-026-0000

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EXHIBIT B

New Legal Description of the Property

That certain real property located in the City of Chicago, County of Cook, State of IL, having a street address of 1400 South Michigan Avenue, more particularly described as follows:

[attached]

Property of Cook County Clerk's Office



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PARCEL 1: UNIT NUMBERS 400, 402, 407, 505, 507, 602, 605, 607, 609, 701, 704, 705, 707, 708, 709, 710, 711, 801, 804, 805, 806, 807, 808, 810, 811, 812, 904, 905, 909, 910, 911, 912, 1001, 1002, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1101, 1102, 1104, 1105, 1106, 1108, 1109, 1110, 1112, 1201, 1202, 1204, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1401, 1402, 1405, 1406, 1408, 1409, 1410, 1411, 1412, P-202, P-204, P-205, P-207, P-208, P-209, P-211, P-212, P-214, P-215, P-218, P-223, P-226, P-228, P-229, P-231, P-237, P-245, P-301, P-302, P-306, P-307, P-308, P-309, P-310, P-311, P-312, P-313, P-314, P-319, P-324, P-325, P-329, P-341, P-346, P-348, P-406, P-408, P-409, P-410, P-412, P-419, P-422, P-423, P-424, P-430, P-432, P-434, P-449, P-452, P-502, P-503, P-504, P-506, P-507, P-508, P-509, P-520, P-522, P-532, P-547, P-548, P-549, P-551, P-603, P-606, P-607, P-628, P-640, P-648, P-649, P-650, P-652, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN MICHIGAN AVENUE TOWER II CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0823418029, IN THE NORTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 2 (COMMERCIAL PARCEL A): THAT PART OF LOTS 22 THROUGH 28, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 28; THENCE S 00 DEGREES 15 MINUTES 20 SECONDS W, ALONG THE EAST LINE OF LOTS 22 THROUGH 28, A DISTANCE OF 38.22 FEET, THENCE N 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 21.51 FEET, THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 4.01 FEET, THENCE N 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 39.75 FEET, THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 19.14 FEET, THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 6.56 FEET, THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 5.91 FEET, THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 2.65 FEET, THENCE N 00 DEGREES 15 MINUTES 04 SECONDS E, A DISTANCE OF 2.19 FEET, THENCE S 89 DEGREES 42 MINUTES 56 SECONDS E, A DISTANCE OF 0.47 FEET, THENCE N 00 DEGREES 15 MINUTES 04 SECONDS E, A DISTANCE OF 6.56 FEET TO THE NORTH LINE OF LOT 28, THENCE N 89 DEGREES 53 MINUTES 02 SECONDS E, ALONG THE NORTH LINE OF LOT 28, A DISTANCE OF 51.57 FEET, MORE OR LESS, TO THE POINT OF

BEGINNING, LYING ABOVE AN ELEVATION OF 14.28 FEET (CITY OF CHICAGO DATUM) AND BELOW AN ELEVATION OF 39.95 FEET (EXCEPT THAT PART OF THE WEST 7.45 FEET LYING ABOVE AN ELEVATION OF 30.19 FEET), ALL IN BLOCK 16 IN HERRINGTON'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3 (COMMERCIAL PARCEL B): THOSE PARTS OF LOTS 22 THROUGH 28 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 28; THENCE S 00 DEGREES 15 MINUTES 20 SECONDS W, ALONG THE EAST LINE OF LOTS 22 THROUGH 28, A DISTANCE OF 66.29 TO THE POINT OF BEGINNING, THENCE CONTINUING S 00 DEGREES 15 MINUTES 20 SECONDS W, ALONG THE EAST LINE OF LOTS 22 THROUGH 28, A DISTANCE OF 107.60 FEET, THENCE N 89 DEGREES 46 MINUTES 23 SECONDS W, A DISTANCE OF 66.77 FEET; THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 17.53 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 4.30 FEET; THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 34.19 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 2.05 FEET; THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 7.20 FEET; THENCE N 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 5.58 FEET; THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 40.82 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 17.01 FEET; THENCE S 00 DEGREES 17 MINUTES 08 SECONDS W, A DISTANCE OF 0.75 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 5.34 FEET; THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 0.62 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 0.67 FEET; THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 4.02 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 10.73 FEET; THENCE S 00 DEGREES 17 MINUTES 08 SECONDS W, A DISTANCE OF 0.62 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 7.38 FEET; THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 0.68 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 3.36 FEET; THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 3.98 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 21.45 FEET TO THE POINT OF BEGINNING, LYING ABOVE AN ELEVATION OF 14.28 FEET (CITY OF CHICAGO DATUM) AND BELOW AN ELEVATION OF 30.93 FEET, ALSO COMMENCING AT THE NORTHEAST CORNER OF LOT 28; THENCE S 00 DEGREES 15 MINUTES 20 SECONDS W, ALONG THE EAST LINE OF LOTS 22 THROUGH 28, A DISTANCE OF 173.89 TO THE POINT OF BEGINNING, THENCE N 89 DEGREES 46 MINUTES 23 SECONDS W, A DISTANCE OF 25.27 FEET, THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 14.25 FEET, THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 25.26 FEET TO THE EAST LINE OF LOTS 22 THROUGH 28; THENCE S 00 DEGREES 15 MINUTES 20 SECONDS W, ALONG THE EAST LINE OF SAID LOTS, A DISTANCE OF 14.22 FEET TO THE POINT OF BEGINNING, LYING ABOVE AN ELEVATION OF 30.93 AND BELOW AN ELEVATION OF 39.90 FEET; IN BLOCK 16 IN HERRINGTON'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4 (COMMERCIAL PARCEL C): THAT PART OF LOTS 22 THROUGH 28 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 28; THENCE S 00 DEGREES 15 MINUTES 20 SECONDS W, ALONG THE EAST LINE OF LOTS 22 THROUGH 28, A DISTANCE OF 173.89 FEET; THENCE N 89 DEGREES 46 MINUTES 23 SECONDS W, A DISTANCE OF 66.77 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING N 89 DEGREES 46 MINUTES 23

ENDCONT

SECONDS W, A DISTANCE OF 77.55 FEET; THENCE N 00 DEGREES 16 MINUTES 14 SECONDS E, A DISTANCE OF 18.15 FEET; THENCE N 89 DEGREES 42 MINUTES 46 SECONDS W, A DISTANCE OF 27.13 FEET TO THE WEST LINE OF LOTS 22 THROUGH 28; THENCE N 00 DEGREES 15 MINUTES 20 SECONDS E ALONG THE WEST LINE OF LOTS 22 THROUGH 28, A DISTANCE OF 83.15 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 31.11 FEET; THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 3.35 FEET; THENCE N 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 1.37 FEET; THENCE N 00 DEGREES 07 MINUTES 04 SECONDS W, A DISTANCE OF 16.56 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 9.99 FEET; THENCE S 00 DEGREES 17 MINUTES 08 SECONDS W, A DISTANCE OF 19.91 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 3.95 FEET; THENCE S 00 DEGREES 17 MINUTES 08 SECONDS W, A DISTANCE OF 1.49 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 3.79 FEET; THENCE S 00 DEGREES 17 MINUTES 08 SECONDS W, A DISTANCE OF 41.64 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 22.38 FEET; THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 15.40 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 1.02 FEET; THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 3.37 FEET; THENCE N 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 1.02 FEET; THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 22.88 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 35.75 FEET; THENCE S 00 DEGREES 17 MINUTES 08 SECONDS W, A DISTANCE OF 40.82 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 5.58 FEET; THENCE S 00 DEGREES 17 MINUTES 08 SECONDS W, A DISTANCE OF 7.20 FEET; THENCE N 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 2.05 FEET; THENCE S 00 DEGREES 17 MINUTES 08 SECONDS W, A DISTANCE OF 34.19 FEET; THENCE N 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 4.30 FEET; THENCE S 00 DEGREES 17 MINUTES 08 SECONDS W, A DISTANCE OF 17.53 FEET TO THE POINT OF BEGINNING, LYING ABOVE AN ELEVATION OF 14.28 FEET (CITY OF CHICAGO DATUM) AND BELOW AN UPPER ELEVATION OF 24.90 FEET; IN BLOCK 16 IN HERRINGTON'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5 (UTILITY CORRIDOR PARCEL D): THOSE PARTS OF LOTS 22 THROUGH 28 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 28; THENCE S 00 DEGREES 15 MINUTES 20 SECONDS W, ALONG THE EAST LINE OF LOTS 22 THROUGH 28, A DISTANCE OF 56.28 FEET, THENCE N 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 99.94 FEET TO THE POINT OF BEGINNING; THENCE S 00 DEGREES 17 MINUTES 08 SECONDS W, A DISTANCE OF 18.42 FEET; THENCE N 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 22.74 FEET; THENCE S 00 DEGREES 17 MINUTES 08 SECONDS W, A DISTANCE OF 13.81 FEET; THENCE N 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 48.74 FEET TO THE WEST LINE OF SAID LOTS 22 THROUGH 28; THENCE N 00 DEGREES 15 MINUTES 20 SECONDS E, ALONG THE WEST LINE OF SAID LOTS 22 THROUGH 28, A DISTANCE OF 87.31 FEET TO THE NORTHWEST CORNER OF LOT 28; THENCE N 89 DEGREES 53 MINUTES 02 SECONDS E, ALONG THE NORTH LINE OF LOT 28, A DISTANCE OF 28.15 FEET; THENCE S 00 DEGREES 06 MINUTES 58 SECONDS E, A DISTANCE OF 55.57 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 42.99 FEET TO THE POINT OF BEGINNING, LYING ABOVE AN ELEVATION OF 2.97 FEET (CITY OF CHICAGO DATUM) AND BELOW AN ELEVATION OF 14.28 FEET; IN BLOCK 16 IN HERRINGTON'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH,

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RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 6 (UTILITY CORRIDOR PARCEL E): THAT PART OF LOTS 22 THROUGH 28 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 28; THENCE S 00 DEGREES 15 MINUTES 20 SECONDS W, ALONG THE EAST LINE OF LOTS 22 THROUGH 28, A DISTANCE OF 56.28 FEET; THENCE N 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 79.68 FEET TO THE POINT OF BEGINNING; THENCE S 00 DEGREES 17 MINUTES 08 SECONDS W, A DISTANCE OF 17.09 FEET; THENCE N 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 20.26 FEET; THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 17.09 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 20.26 FEET TO THE POINT OF BEGINNING, LYING ABOVE AN ELEVATION OF 2.97 FEET (CITY OF CHICAGO DATUM) AND BELOW AN ELEVATION OF 14.28 FEET; IN BLOCK 16 IN HERRINGTON'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7 (UTILITY CORRIDOR PARCEL F): THAT PART OF LOTS 22 THROUGH 28 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 28; THENCE S 00 DEGREES 15 MINUTES 20 SECONDS W, ALONG THE EAST LINE OF LOTS 22 THROUGH 28, A DISTANCE OF 88.51 FEET; THENCE N 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 49.39 FEET TO THE POINT OF BEGINNING; THENCE N 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 73.31 FEET; THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 13.81 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 12.98 FEET; THENCE S 00 DEGREES 17 MINUTES 08 SECONDS W, A DISTANCE OF 5.52 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 19.92 FEET; THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 6.85 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 3.00 FEET; THENCE S 00 DEGREES 17 MINUTES 08 SECONDS W, A DISTANCE OF 10.64 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 4.50 FEET; THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 10.64 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 2.40 FEET; THENCE S 00 DEGREES 17 MINUTES 08 SECONDS W, A DISTANCE OF 12.14 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 29.40 FEET; THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 18.41 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 1.11 FEET; THENCE S 00 DEGREES 17 MINUTES 08 SECONDS W, A DISTANCE OF 21.11 FEET TO THE POINT OF BEGINNING, LYING ABOVE AN ELEVATION OF 11.57 FEET (CITY OF CHICAGO DATUM) AND BELOW AN ELEVATION OF 13.02 FEET; IN BLOCK 16 IN HERRINGTON'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8 (UTILITY CORRIDOR PARCEL G): THAT PART OF LOTS 22 THROUGH 28 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 28 THENCE S 00 DEGREES 15 MINUTES 20 SECONDS W, ALONG THE EAST LINE OF LOTS 22 THROUGH 28, A DISTANCE OF 61.28 FEET; THENCE N 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 93.88 FEET TO THE POINT OF BEGINNING; THENCE S 00 DEGREES 17 MINUTES 08 SECONDS W, A DISTANCE OF 10.14 FEET; THENCE N 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 5.94 FEET; THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 10.14 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 5.94 FEET TO

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THE POINT OF BEGINNING, LYING ABOVE AN ELEVATION OF 14.28 FEET (CITY OF CHICAGO DATUM) AND BELOW AN ELEVATION OF 30.93 FEET; IN BLOCK 16 IN HERRINGTON'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9 (UTILITY CORRIDOR PARCEL H): THAT PART OF LOTS 22 THROUGH 28 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 28; THENCE S 00 DEGREES 15 MINUTES 20 SECONDS W, ALONG THE EAST LINE OF LOTS 22 THROUGH 28, A DISTANCE OF 61.10 FEET; THENCE N 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 92.15 FEET TO THE POINT OF BEGINNING; THENCE S 00 DEGREES 17 MINUTES 08 SECONDS W, A DISTANCE OF 10.73 FEET; THENCE N 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 7.66 FEET; THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 11.83 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 3.13 FEET; THENCE S 00 DEGREES 17 MINUTES 08 SECONDS W, A DISTANCE OF 1.10 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 4.54 FEET TO THE POINT OF BEGINNING, LYING ABOVE AN ELEVATION OF 30.93 FEET (CITY OF CHICAGO DATUM) AND BELOW AN ELEVATION OF 309.50 FEET, ALL IN BLOCK 16 IN HERRINGTON'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10 (ROOF PARCEL I): THAT PART OF LOTS 22 THROUGH 28 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 28; THENCE S 00 DEGREES 15 MINUTES 20 SECONDS W, ALONG THE EAST LINE OF LOTS 22 THROUGH 28, A DISTANCE OF 8.48 FEET; THENCE N 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 28.91 FEET TO THE POINT OF BEGINNING; THENCE S 00 DEGREES 17 MINUTES 08 SECONDS W, A DISTANCE OF 4.16 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 0.52 FEET; THENCE S 00 DEGREES 17 MINUTES 08 SECONDS W, A DISTANCE OF 15.33 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 7.16 FEET; THENCE S 00 DEGREES 17 MINUTES 08 SECONDS W, A DISTANCE OF 10.27 FEET; THENCE N 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 115.90 FEET; THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 10.52 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 5.10 FEET; THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 15.14 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 7.08 FEET; THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 4.10 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 24.92 FEET; THENCE S 00 DEGREES 17 MINUTES 08 SECONDS W, A DISTANCE OF 4.67 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 10.60 FEET; THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 4.67 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 24.95 FEET; THENCE S 00 DEGREES 17 MINUTES 08 SECONDS W, A DISTANCE OF 4.70 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 10.66 FEET; THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 4.70 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 24.91 FEET TO THE POINT OF BEGINNING, LYING ABOVE AN ELEVATION OF 309.50 FEET (CITY OF CHICAGO DATUM); IN BLOCK 16 IN HERRINGTON'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 11 (ROOF PARCEL 5) THAT PART OF LOTS 22 THROUGH 28 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 28, THENCE S 00 DEGREES 15 MINUTES 20 SECONDS W, ALONG THE EAST LINE OF LOTS 22 THROUGH 28, A DISTANCE OF 66.38 FEET; THENCE N 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 21.26 FEET TO THE POINT OF BEGINNING; THENCE S 00 DEGREES 17 MINUTES 08 SECONDS W, A DISTANCE OF 10.14 FEET; THENCE N 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 7.01 FEET; THENCE S 00 DEGREES 17 MINUTES 08 SECONDS W, A DISTANCE OF 15.48 FEET; THENCE N 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 0.54 FEET; THENCE S 00 DEGREES 17 MINUTES 08 SECONDS W, A DISTANCE OF 4.19 FEET; THENCE N 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 24.97 FEET; THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 4.84 FEET; THENCE N 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 10.70 FEET; THENCE S 00 DEGREES 17 MINUTES 08 SECONDS W, A DISTANCE OF 4.84 FEET; THENCE N 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 25.01 FEET; THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 4.84 FEET; THENCE N 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 10.56 FEET; THENCE S 00 DEGREES 17 MINUTES 08 SECONDS W, A DISTANCE OF 4.84 FEET; THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 4.17 FEET; THENCE N 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 7.00 FEET; THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 15.19 FEET; THENCE N 89 DEGREES 42 MINUTES 52 SECONDS W, A DISTANCE OF 5.23 FEET; THENCE N 00 DEGREES 17 MINUTES 08 SECONDS E, A DISTANCE OF 10.45 FEET; THENCE S 89 DEGREES 42 MINUTES 52 SECONDS E, A DISTANCE OF 116.01 TO THE POINT OF BEGINNING, LYING ABOVE AN ELEVATION OF 309.50 FEET (CITY OF CHICAGO DATUM); IN BLOCK 16 IN HERRINGTON'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 12: ALL THE LAND PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF AN ELEVATION OF 161.70 FEET (CITY OF CHICAGO DATUM) AND LYING BELOW AN ELEVATION OF 309.50 FEET (CITY OF CHICAGO DATUM) (EXCEPTING THEREFROM PARCELS 9 AND 11 HEREINABOVE), IN LOTS 22 THROUGH 28 BOTH INCLUSIVE IN BLOCK 16 HERRINGTON'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 13: UNITS 401, 403, 405, 409, 500, 501, 502, 503, 509, 600, 601, 603, 702, 703, 712, 802, 803, 809, 901, 902, 903, 906, 907, 908, 1003, 1103, 1107, 1111, 1203, 1301, 1303, 1403, 1404, P-201, P-203, P-206, P-210, P-213, P-216, P-217, P-219, P-220, P-221, P-222, P-224, P-225, P-227, P-230, P-232, P-233, P-235, P-236, P-238, P-239, P-240, P-241, P-242, P-243, P-244, P-246, P-247, P-248, P-249, P-250, P-251, P-252, P-253, P-254, P-255, P-256, P-257, P-258, P-259, P-303, P-304, P-305, P-315, P-316, P-317, P-318, P-320, P-321, P-322, P-323, P-326, P-327, P-328, P-330, P-331, P-332, P-333, P-334, P-335, P-336, P-337, P-338, P-339, P-340, P-342, P-343, P-344, P-345, P-347, P-349, P-350, P-351, P-352, P-353, P-354, P-355, P-356, P-357, P-358, P-359, P-360, P-361, P-362, P-363, P-364, P-365, P-366, P-367, P-401, P-402, P-403, P-404, P-405, P-407, P-411, P-413, P-414, P-415, P-416, P-417, P-418, P-420, P-421, P-425, P-426, P-427, P-428, P-429, P-431, P-433, P-435, P-436, P-437, P-438, P-439,

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P-645, P-646, P-647, P-651 AS DELINEATED IN THE SURVEY ATTACHED AS EXHIBIT B TO

THE DECLARATION OF MICHIGAN AVENUE TOWER II CONDOMINIUM, RECORDED AS DOCUMENT
NO. 0823418029, IN THE NORTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH,
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, OR

GET

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