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COOK COUNTY RECORDING

DEED

MORTGAGE

ASSIGNMENT

POWER OF ATTORNEY

RELEASE

SUBORDINATION AGREEMENT

OTHER

RETURN TO:

*ms GR-*

*Chicago Title Comm.*

*~~John~~ ~~W.~~ A. Sorrell*

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**UNOFFICIAL COPY****SUBORDINATION, NON-DISTURBANCE,  
AND ATTORNMENMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT is made as of the 28th day of October, 2008 (this "**Agreement**") between Morningstar, Inc., an Illinois corporation, with offices at 22 West Washington Street, Chicago, Illinois 60602 ("**Tenant**") and ING Real Estate Finance (USA) LLC, a Delaware limited liability company, having offices at 230 Park Avenue, New York, New York 10169, as administrative agent on behalf of a syndicate of Lenders (as hereinafter defined; and in such capacity, together with its successors in such capacity, "**Mortgagee**").

**WITNESSETH:**

WHEREAS, Mortgagee (on behalf of the Lenders) is the present owner and holder of the mortgage described in Schedule 1 attached hereto and made a part hereof (such mortgage, as the same may be amended, modified, extended, renewed, supplemented, spread, consolidated or replaced, and all advances heretofore made, or hereafter to be made, pursuant thereto, being hereinafter referred to as the "**Mortgage**") covering the building located at and commonly known as 22 West Washington in Chicago, Illinois (hereinafter all or any portion thereof shall be referred to as the "**Property**"), more particularly bounded and described as set forth in Schedule 2 annexed hereto, and securing certain loans made by a syndicate of lenders (collectively, the "**Lenders**");

WHEREAS, Tenant is the holder of a leasehold estate in a portion of the Property (the "**Premises**") under and pursuant to the provisions of a certain Office Lease dated as of December 23, 2005, and amended by the First Amendment to Office Lease dated June 12, 2007 and the Substantial Completion and Commencement Certificate dated as of July 1, 2008, between GD 22 W. Washington LLC, a Delaware limited liability company ("**Landlord**") and Tenant (such lease, as the same may be amended, modified, extended, renewed, supplemented or replaced, being hereinafter referred to as the "**Lease**"); and

WHEREAS, Tenant has agreed to subordinate the Lease to the Mortgage and to the lien thereof and Mortgagee has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth;

NOW, THEREFORE, Mortgagee and Tenant agree as follows:

1. Subordination. Tenant agrees that the Lease and all of the terms, covenants and provisions thereof and all rights, remedies and options of Tenant thereunder are and shall at all times continue to be fully subject and subordinate in all respects to the Mortgage, and to all advances heretofore made, and hereafter to be made, pursuant thereto provided that, as between Landlord and Tenant, nothing contained in this

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Agreement shall be deemed to affect the obligations of Landlord or Tenant under the Lease. This provision shall be self-operative and no further instrument shall be required to confirm or perfect such subordination. However, at the request of Mortgagee and at no cost to Tenant (with any and all out-of-pocket costs and expenses, including reasonable attorneys fees, to be reimbursed by Landlord to Tenant within ten (10) business days of receipt of written demand therefor), Tenant shall execute and deliver such other documents reasonably satisfactory to Tenant and take such other action as Mortgagee reasonably deems necessary to perfect, confirm or effectuate such subordination, provided that such documents do not diminish any of Mortgagee's obligations or increase any of Tenant's obligations or adversely affect any of Tenant's rights hereunder or under the Lease (except to the extent modified hereby).

2. Non-Disturbance. Mortgagee agrees that (a) Mortgagee shall not terminate the Lease nor shall Mortgagee disturb or affect Tenant's (or, with respect to any person or entity claiming through or under Tenant, such person's or entity's) leasehold estate, use and possession of the Premises or any portion thereof in accordance with the terms of the Lease or any rights of Tenant (and any person or entity claiming through or under Tenant) under the Lease by reason of the subordination of the Lease to the Mortgage or by reason of any foreclosure action or any other action or proceeding instituted under or in connection with the Mortgage and (b) if any action or proceeding is commenced by Mortgagee for the foreclosure of the Mortgage or the sale of the Property pursuant to the Mortgage or any other proceeding to enforce the Mortgage, neither Tenant (nor any person or entity claiming through or under tenant) shall be named or joined as a party therein, and the sale of the Property in any such action or proceeding and the exercise by Mortgagee of any of its other rights under the Mortgage (or other loan documents securing the indebtedness secured by the Mortgage) shall be made subject to all rights of Tenant (and any person or entity claiming through or under Tenant) under the Lease, provided that (i) at the time of the commencement of any such action or proceeding or at the time of any such sale or exercise of any such other rights set forth in clauses (a) or (b) of this Section 2, (x) the Lease shall be in full force and effect and (y) Tenant shall not be in default (after all applicable notices have been given and all applicable grace and cure periods have expired) under any of the terms, covenants or conditions of the Lease on Tenant's part to be observed or performed and (ii) Tenant may be so named or joined in any such action or proceeding if required by law, so long as (1) in connection with such naming and joining of Tenant, Mortgagee will not seek to terminate or extinguish Tenant's rights (or those of any person or entity claiming through or under Tenant) under this Agreement or the Lease, and (2) none of Tenant's rights (or those of any person or entity claiming through or under Tenant) under this Agreement or the Lease shall be impaired or otherwise affected, and none of Tenant's obligations (or those of any person or entity claiming through or under Tenant) under this Agreement or the Lease shall be increased, by such naming or joining of Tenant.

3. Non-Liability. If and when Mortgagee shall take possession of the Property or a receiver shall be appointed therefor, or, if Mortgagee or another purchaser shall become the owner of the Property by reason of a foreclosure, deed in lieu of

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foreclosure or otherwise, the Lease shall, notwithstanding any provision to the contrary therein contained, continue in full force and effect as a direct lease between Mortgagee (which term, for the purposes of this Agreement, shall be deemed to include such purchaser) and Tenant, and Mortgagee shall be subject to the provisions of the Lease with the same force and effect as if the Lease was a direct lease between Mortgagee and Tenant, provided that in no event shall Mortgagee or its successors or assigns be:

(a) liable for any default of any prior landlord (including, without limitation, Landlord) or any other matter which occurred prior to the date Mortgagee or its successor or assign succeeded to Landlord's interest in the Lease (provided, however, that nothing herein or in the Lease shall be deemed to limit the obligations under the Lease of Mortgagee or its successor or assign which has succeeded to Landlord's interest in the Lease which are required to be performed from and after the date Mortgagee or its successor or assign succeeds to Landlord's interest under the Lease; or

(b) bound by any payment of Base Rent or Additional Rent that Tenant might have made more than one month in advance of the due date of such payment unless the prepayment was expressly approved in writing by the Mortgagee; or

(c) liable for any monies on deposit with Landlord as security for Tenant's performance of its obligations under the Lease except to the extent turned over to Mortgagee.

4. No Changes to Lease. The Lease constitutes an inducement to Mortgagee to enter into this Agreement. Consequently, in the event Tenant shall, without obtaining written evidence from Landlord that the prior written consent of Mortgagee has been obtained ("**Evidence of Consent**"), enter into any agreement modifying, amending, extending or renewing, terminating or surrendering the Lease (excluding, however, (a) any agreement with respect to the exercise of any extension, renewal, contraction or similar options already contained in the Lease which is consistent with the terms and provisions of the Lease, (b) any agreement regarding permitted assignment of the Lease, subletting of the Premises or change of control of Tenant which is consistent with the terms and provisions of the Lease, and (c) any modifications and amendments entered into in the ordinary course of business, consistent with prudent property management practices, not materially adversely affecting the economic terms benefiting Landlord under the Lease), then any such prohibited amendment, modification, termination or other such agreement made without Mortgagee's prior consent shall not be binding upon Mortgagee. Notwithstanding anything to the contrary contained herein, Tenant shall have the absolute and unqualified right to rely on any Evidence of Consent received from Landlord without having any obligation to, or liability for failing to, investigate or inquire as to the validity of any such Evidence of Consent, and Mortgagee shall be bound by any action taken by Tenant in reliance of any such Evidence of Consent.

5. Attornment. Provided Mortgagee shall be in full compliance with its obligations to Tenant under this Agreement, if the interest of Landlord under the Lease is transferred (or surrendered or terminated) to Mortgagee by reason of Landlord's

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default under the Mortgage or by reason of assignment of the Lease (or any similar device) in lieu of transfer (or surrender or termination or deed in lieu of foreclosure or other similar device) following Landlord's default, Mortgagee shall recognize Tenant as the tenant under the Lease and Mortgagee and Tenant shall be bound to each other under all of the terms, covenants and conditions of the Lease (except as set forth in Section 3) for the balance of the term thereof and for any extension or renewals thereof that are effected in accordance with the Lease, with the same effect as if Mortgagee were the Landlord under the Lease, such recognition and attornment to be effective as of the time Mortgagee succeeds to the interest of Landlord under the Lease, without the execution of any further agreement. However, Tenant agrees, at no cost to Tenant (with any and all out-of-pocket costs and expenses, including reasonable attorneys fees, to be reimbursed by Landlord to Tenant within ten (10) business days of receipt of written demand therefor), to execute and deliver, at any time and from time to time upon request of Mortgagee, any agreement reasonably satisfactory to Tenant that may reasonably be necessary to evidence such attornment and recognition provided that such agreement does not diminish any of Mortgagee's obligations or increase any of Tenant's obligations or adversely affect any of Tenant's rights hereunder or under the Lease (except as modified hereby). Failure of Tenant to so execute any such an agreement shall not vitiate the attornment and recognition provided hereunder.

## 6. Notice of Default.

Tenant will notify Mortgagee (and any subsequent Mortgagee provided that such Mortgagee provides written notice to Tenant of its acquisition of Mortgagee's interest in the Mortgage and designates the address to which such notices are to be sent) in writing of any default of Landlord, and Mortgagee shall have the timeframes afforded to Landlord under the Lease (which timeframes shall, with respect to Mortgagee's cure rights, be deemed to commence upon Mortgagee's receipt of such written notice from Tenant) within which to cure such default (provided that if such default cannot be cured within that time, then before Tenant may exercise any right or remedy on account of such default, Mortgagee shall have such additional time to cure such default as may be reasonably necessary if, within the cure period, if any, provided under the Lease, as applicable to Mortgagee, Mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default including, but not limited to, commencement of foreclosure proceedings or other proceedings to acquire possession of the mortgaged or leased estate, if necessary to effect such cure). No cure of Landlord's default by Mortgagee shall, in and of itself, be deemed an assumption of Landlord's other obligations under the Lease, and no right of Mortgagee hereunder to receive any notice or to cure any default shall be deemed to impose any obligation on Mortgagee to cure (or attempt to cure) any such default, except as expressly provided herein.

## 7. Acknowledgement of Assignment of Lease.

(a) Without limitation of its other consents, agreements and covenants in this Agreement, Tenant hereby:

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(i) consents to the assignment of, and creation of a security interest in, all right, title and interest of Landlord in, to and under the Lease and all rents and other sums, moneys and other amounts payable thereunder, in each case to and for the benefit of Mortgagee (the "Assignment of Leases"); and

(ii) agrees that upon receipt of not less than thirty (30) days prior written notice from Mortgagee, or its successors or assigns, all rents and other sums, moneys and other amounts due or to become due and payable by Tenant under the Lease from time to time (including, without limitation, all base rent and additional rent thereunder) shall be paid to Mortgagee or as otherwise directed by Mortgagee; provided, however, such receipt of rents and other sums, moneys and other amounts by Mortgagee or by such party as requested by Mortgagee shall not relieve Landlord of its obligations under the Lease, and, except to the extent Mortgagee or its successor or assign succeeds to the interest of Landlord under the Lease, Tenant shall continue to look to Landlord only for performance thereof; and further provided that Tenant shall retain all of its rights to the extent Landlord shall fail to pay or perform such obligations.

(b) Without limitation of its other consents, agreements and covenants in this Agreement, Landlord hereby:

(i) agrees that, from and after the date that Mortgagee notifies Tenant that there has been an Event of Default under the Mortgage, any notice, demand, approval, consent, election, determination, waiver or other action given or taken by Mortgagee or in respect of the Lease from time to time shall have the same force and effect as a notice, demand, approval, consent, election, determination, waiver or other action given or taken by Landlord thereunder in respect of the subject matter thereof and that, in the event of an inconsistent notice, demand, approval, consent, election, determination, waiver or other action given or taken from or by Landlord or Mortgagee, the notice, demand, approval, consent, election, determination, waiver or other action given or taken from or by Mortgagee shall control.

(c) Landlord hereby authorizes Tenant to comply with the provisions of clause (a) above and agrees to indemnify, defend and save Tenant harmless from any claims, actions, losses, damages or expenses (including, without limitation, reasonable attorney fees) arising from Tenant's compliance with the provisions thereof.

8. Intentionally Omitted.

9. Notices. All notices, consents, approvals, demands and other communications ("notices") required to be given hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when delivered in person or, as specified below if sent by Federal Express or other nationally recognized overnight courier or by registered or certified mail, return receipt requested, to any party hereto at its address below stated or at such other address and to such other persons (but

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not more than three at any one time) of which it shall have notified the party giving such notice in writing. Notices to Mortgagee shall be addressed to Mortgagee at ING Real Estate Finance (USA) LLC, 230 Park Avenue, New York, New York 10169, Attention: Legal Director, and a copy of all notices given to Mortgagee shall simultaneously be sent to its counsel, Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, New York, 10104, Attention: Chris Delson, Esq.

Notices to Tenant shall be addressed to Tenant at Morningstar, Inc., 22 West Washington Street, Chicago, Illinois 60602, Attention: Richard E. Robbins, General Counsel and Corporate Secretary, and a copy of all notices given to Tenant shall simultaneously be sent to its counsel, Winston & Strawn LLP, 35 West Wacker Drive, Chicago, Illinois 60601, Attention: Ankur Gupta, Esq.

Any notice sent by such registered or certified mail shall be deemed to have been served when the addressee either actually receives such notice or refuses to accept delivery thereof. Any notice sent by Federal Express or other nationally recognized overnight courier shall be deemed to have been served one (1) business day after the date it is sent. Any notice sent by personal delivery shall be deemed to have been served on the date of such delivery. Any notice shall be deemed effective and deemed given by Mortgagee or Tenant, as the case may be, if signed and sent by its respective counsel.

## 10. Miscellaneous.

(a) This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto and may not be modified or terminated orally. In the event of the assignment or transfer of the interest of Mortgagee in the Mortgage, all obligations and liabilities of Mortgagee under this Agreement first arising from and after the date of such assignment or transfer shall terminate, and thereupon all such obligations and liability first arising from and after the date of such assignment or transfer shall automatically be the responsibility of the party to whom Mortgagee's interest is assigned or transferred and such party shall be deemed to have assumed the same.

(b) The term "Mortgagee" as used in this Agreement shall include the successors and assigns of Mortgagee and any person, party or entity which shall become the owner of Landlord's interest in the Premises by reason of foreclosure of the Mortgage or the acceptance of a deed (or assignment) in lieu of a foreclosure of the Mortgage or other similar process. The term "Landlord" as used in this Agreement shall mean and include the present landlord under the Lease and such landlord's successors in interest under the Lease. The term "Tenant" as used in this Agreement shall mean and include the present tenant and any permitted successor or assignee under the Lease.

(c) This Agreement may not be modified other than by an agreement in writing signed by the parties hereto or their respective successors.

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(d) This Agreement may be signed in counterparts, all of which taken together shall constitute one and the same instrument, and each of the parties hereto may execute this Agreement by signing any such counterpart.

(e) If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each term and provision hereof shall be valid and enforceable to the fullest extent permitted by law.

(f) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the law of the State of Illinois.'

(g) Capitalized terms used herein that are not otherwise defined shall be deemed to have the same meanings herein as are ascribed to such terms in the Lease.

[Signatures appear on the following page]



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

TENANT:

Morningstar, Inc., an Illinois corporation

By: Richard E. Robbins

Richard E. Robbins  
General Counsel & Corporate Secretary

MORTGAGEE:

ING REAL ESTATE FINANCE (USA) LLC, as  
Administrative Agent

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

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

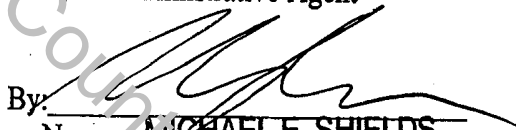
TENANT:

\_\_\_\_\_, a  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

MORTGAGEE:

ING REAL ESTATE FINANCE (USA)  
LLC, as Administrative Agent

By:   
Name: MICHAEL E. SHIELDS  
Title: SENIOR DIRECTOR

By:   
Name: CRAIG R. BENDER  
Title: VICE PRESIDENT

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CONSENTED AND AGREED TO ONLY WITH  
RESPECT TO SECTION 7(b) OF THIS  
AGREEMENT:

LANDLORD:

**GD 22 W. WASHINGTON LLC,**  
a Delaware limited liability company

By: Golub 22 W. Washington LLC,  
an Illinois limited liability company,  
its Manager

By: Golub Real Estate Corp.,  
an Illinois corporation,  
its Manager

By: 

Name: U Golub

Title: ESVP

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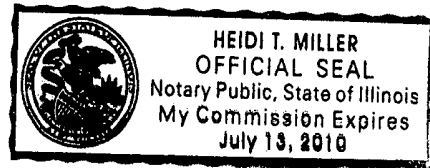
STATE OF ILLINOIS        )  
  ) SS.:  
COUNTY OF COOK        )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Richard E. Robbins, the General Counsel and Corporate Secretary of MORNINGSTAR, INC., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Counsel and Corporate Secretary, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27<sup>th</sup> day of October, 2008.

Heidi T. Miller  
Notary Public

My Commission Expires: July 13, 2010




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STATE OF NY )  
 ) SS.:  
COUNTY OF NY )

On the 15<sup>th</sup> day of October, 2008, before me, the undersigned, a notary public in and for said state, personally appeared Craig Bender, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument the individual or the person upon behalf of which the individual acted executed the instrument.

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

LISA KIM  
Notary Public, State of New York  
No. 01K16138533  
Qualified in Queens County  
Commission Expires December 19, 2009

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STATE OF NY )  
 ) SS.:  
COUNTY OF NY )

On the 15<sup>th</sup> day of October, 2008, before me, the undersigned, a notary public in and for said state, personally appeared Michael Shields, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument the individual or the person upon behalf of which the individual acted executed the instrument.

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

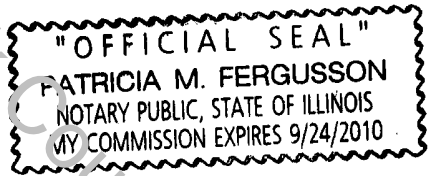
LISA KIM  
Notary Public, State of New York  
No. 01K16138533  
Qualified in Queens County  
Commission Expires December 19, 2009

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

On the 16 day of OCT., 2008, before me, the undersigned, a notary public in and for said state, personally appeared LEO GOLDB, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument the individual or the person upon behalf of which the individual acted executed the instrument.

Patricia M. Fergusson  
Notary Public



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## SCHEDULE 1

### MORTGAGE

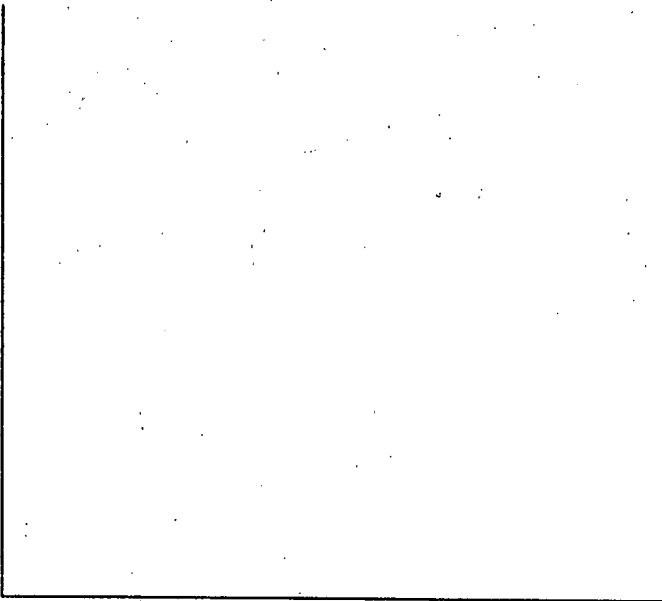
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RECORDING REQUEST BY AND  
WHEN RECORDED MAIL TO:

Morrison & Foerster LLP  
1290 Avenue of the Americas  
New York, New York 10104  
Attention: Chris Delson, Esq.



MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING

made by

**GD 22 W. WASHINGTON LLC**  
a Delaware limited liability company  
(Mortgagor)

to

**ING REAL ESTATE FINANCE (USA) LLC, AS ADMINISTRATIVE AGENT**  
(Mortgagee)

Dated: As of October 28, 2008

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<b>Exhibit A</b>	-	<b>Description of Land</b>
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## MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FIXTURE FILING

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage") is made as of the 28<sup>th</sup> day of October, 2008 by GD 22 W. WASHINGTON LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware and having an office at 625 N. Michigan Avenue, Suite 2000, Chicago, Illinois 60611 ("Mortgagor"), to ING REAL ESTATE FINANCE (USA) LLC, having an office at 230 Park Avenue, New York, New York 10169, as Administrative Agent for the lenders referred to below (in such capacity, together with its successors in such capacity, "Mortgagee").

### WITNESSETH:

WHEREAS, Mortgagor is the fee owner of that certain tract of land located in the County of Cook, State of Illinois and being more fully described in Exhibit A attached hereto (the "Land").

WHEREAS, Mortgagor, certain lenders (collectively, the "Lenders") and Mortgagee are parties to a Loan Agreement dated as of the date hereof (said Loan Agreement, as modified and supplemented and in effect from time to time, being herein called the "Loan Agreement"; and except as otherwise herein expressly provided, all terms defined in the Loan Agreement are being used herein as defined therein), which Loan Agreement provides, among other things, for Loans to be made by the Lenders to Mortgagor in an aggregate principal amount not exceeding \$115,200,000 to be evidenced by, and repayable with interest thereon in accordance with, various Notes.

WHEREAS, it is a condition to the obligation of the Lenders to extend credit to Mortgagor pursuant to the Loan Agreement that Mortgagor execute and deliver this Mortgage as the "Mortgage" defined in the Loan Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated into the operative provisions of this Mortgage by this reference, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged,

To secure the payment of an indebtedness in the principal sum of ONE HUNDRED FIFTEEN MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$115,200,000) lawful money of the United States of America to be paid with interest (including, without limitation, any Additional Interest under any Hedge Agreement to the extent provided in the Loan Agreement) according to the Notes, and the payment and performance of all other Indebtedness (defined below) of Mortgagor hereunder, Mortgagor has mortgaged, given, granted, bargained, sold, alienated, conveyed, confirmed, pledged, assigned, warranted and hypothecated and by these presents do mortgage, give, grant, bargain, sell, alienate, convey, confirm, pledge, assign, warrant and hypothecate unto Mortgagee all right, title, interest and estate of Mortgagor, now owned, or hereafter acquired, in and to the following property, rights and interests (such property, rights and

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interests being collectively referred to herein as the "Mortgaged Property"), subject only to the Permitted Encumbrances (as defined below):

- (a) the Land;
- (b) any and all buildings, constructions and improvements now or hereafter erected or located in or on the Land or any portion thereof, including all Equipment (defined below) and other articles now or hereafter attached or affixed thereto or located thereon and owned or ground leased by Mortgagor, together with all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof (collectively, the "Improvements"), all of which shall be deemed and construed to be part of the realty;
- (c) all of the estate, rights, title, interest, claims or demands of any nature whatsoever of Mortgagor, whether in law or in equity, in possession or expectancy, in and to the Mortgaged Property or any part thereof;
- (d) all easements, streets, rights-of-way, strips and gores of land, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Mortgaged Property (including any and all development rights, air rights, signage rights, rights under trackage agreements, mineral, mining, oil and gas rights and rights to produce or share in the production of anything related thereto and similar or comparable rights of any nature whatsoever now or hereafter appurtenant to the Premises (defined below) or now or hereafter transferred to the Premises) and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy property, possessions, claims and demands whatsoever, both at law and in equity, of Mortgagor of, in and to the Mortgaged Property, and every part and parcel thereof, with the appurtenances thereto (collectively, the "Appurtenances"; the Land, the Improvements and the Appurtenances being referred to herein, collectively, as the "Premises");
- (e) all machinery, apparatus, equipment, fittings, fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned or leased by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Mortgaged Property, or appurtenant thereto, or useable in connection with the present or future operation and occupancy of the Mortgaged Property and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Mortgaged Property, including all such items that do not constitute personal property under the laws of the State of where the Land is located (herein collectively referred to as the "Equipment"), and the right, title and interest of Mortgagor in and to any of the Equipment that may be subject to any security agreements (as defined in the Uniform Commercial Code of the State where the Land is located (the "Uniform Commercial Code")), superior or inferior or pari passu in lien to the lien of this Mortgage;
- (f) all awards or payments, including interest thereon, and the right to receive the same, which may heretofore or hereafter be made with respect to the whole or part of the

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Mortgaged Property, whether from the exercise of the right of eminent domain (including any proceeding or transfer in lieu of or in anticipation of the exercise of such right), or for any other injury to or decrease in the value of the Mortgaged Property, including any award resulting from a change of any streets (whether as to grade, access or otherwise) and any award for severance damages;

(g) all tax refunds, including interest thereon, and tax abatements, and the right to receive the same, which may be payable or available with respect to the Mortgaged Property;

(h) all leasehold estates, leases, ground leases, subleases, licenses, concessionaire agreements, bailments or other agreements affecting the use, enjoyment or occupancy of the Mortgaged Property or any portion thereof now or hereafter existing or entered into (including any use or occupancy arrangements created pursuant to Section 365(d) of Title 11 of the United States Code, the "Bankruptcy Code") or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant or occupant of any portion of the Mortgaged Property (a "Tenant") and all extensions, amendments and modifications thereto heretofore or hereafter entered into (collectively, the "Leases"), and all right, title and interest of Mortgagor thereunder, including all guaranties thereof;

(i) all rents, issues, profits, royalties, use and occupancy charges (including all oil and gas or other mineral royalties and bonuses), income and other benefits now or hereafter derived from any portion of the Mortgaged Property or the use or occupancy thereof (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any Tenant of any portion of the Mortgaged Property and all claims as a creditor in connection with any of the foregoing) and all cash or security deposits, advance rentals, and all deposits or payments of a similar nature relating thereto (collectively, the "Rents");

(j) all proceeds of and any unearned premiums on any insurance policies that may now or hereafter cover the Mortgaged Property, including the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof, for damage to the Mortgaged Property;

(k) all right, title and interest of Mortgagor in, to and under all plans, specifications, maps, surveys, studies, reports, permits, licenses, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to the use, development, construction upon, occupancy, leasing, sale or operation of the Mortgaged Property;

(l) all the fixtures and, to the extent the same constitutes an interest in real property, all of the property described in Exhibit B attached hereto, now owned or hereafter acquired by Mortgagor, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof (collectively, the "Fixtures"); and, if the lien and security interest of this Mortgage is subject to any security interest in such property, all right, title and

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interest of Mortgagor now owned or hereafter arising in and to any and all such property is hereby assigned to Mortgagee, together with the benefits of all deposits and payments now or hereafter made thereon by or on behalf of Mortgagor;

(m) all right, title and interest now owned or hereafter acquired by Mortgagor in and to all options to purchase or ground lease the Mortgaged Property or any portion thereof or interest therein, and in and to any greater estate in the Premises or any other Mortgaged Property; and

(n) the right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property, and to commence any action or proceeding to protect the interest of Mortgagee and the Lenders in the Mortgaged Property; and

(o) all right, title and interest of Mortgagor in, to and under (including the benefits thereunder) that certain Declaration of Easements, Reservations, Covenants and Restrictions, dated November 10, 2005 and recorded November 14, 2005 as document 0531834084.

As used herein, "Permitted Encumbrances" means the outstanding liens, easements, restrictions, security interests and other exceptions to title set forth in the policy of title insurance insuring the lien of this Mortgage, together with the liens and security interests in favor of Mortgagee created by the Loan Documents, none of which, individually or in the aggregate, materially interferes with the benefits of the security intended to be provided by this Mortgage, materially and adversely affects the value of the Mortgaged Property, impairs the use or operations of the Mortgaged Property or impairs Mortgagor's ability to pay its obligations in a timely manner.

TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR HEREBY COVENANTS AND AGREES WITH MORTGAGEE AND THE LENDERS AS FOLLOWS:

## ARTICLE 1

### OBLIGATIONS

Section 1.01 Obligations. This Mortgage is executed, acknowledged and delivered by Mortgagor to secure and enforce the following obligations (collectively, the "Obligations"), subject to the limitations set forth in Section 1.02 hereof:

(a) Payment of the entire unpaid principal amount of the Notes, together with all interest (including, without limitation, any Additional Interest) accrued and unpaid thereon, and all other amounts that may or shall become due and owing under this Mortgage, the Notes, the Loan Agreement, the Hedge Agreement (but only if entered into with Mortgagee or any Affiliate thereof pursuant to the terms of the Loan Agreement) and payment of all of Mortgagor's obligations under the other Loan Documents, including all sums advanced pursuant to the terms of this Mortgage to protect and preserve the Mortgaged Property and the

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lien and security interest hereby created therein at the time and in the manner provided therein for such payment;

(b) Full and prompt performance of every obligation, covenant and agreement of Mortgagor arising under or in connection with this Mortgage, the Notes, the Loan Agreement and all other Loan Documents at the time and in the manner provided therein for such performance;

(c) Payment of all other indebtedness and liabilities and performance of all other obligations of Mortgagor to Mortgagee and the Lenders arising pursuant to or in connection with this Mortgage or any other Loan Document (including without limitation any Hedge Agreement, but only if entered into with Mortgagee or any Affiliate thereof pursuant to the terms of the Loan Agreement); and

(d) All renewals, extensions, amendments, modifications, consolidations and changes of, or substitutions or replacements for, all or any part of the items described under clauses (a) through (c) above.

Notwithstanding any provision of any Loan Documents, this Mortgage does not and shall not secure any obligations of the Guarantor under any of the Guaranty Documents.

## ARTICLE 2

### PARTICULAR COVENANTS AND AGREEMENTS OF MORTGAGOR

Section 2.01 Payment of Secured Obligations. Mortgagor shall pay and perform the Obligations in full in accordance with the terms of the Notes, the Loan Agreement and the other Loan Documents.

#### Section 2.02 Title, etc.

(a) Mortgagor represents and warrants that (i) Mortgagor is lawfully seized and possessed of good, marketable and insurable fee simple title to the Premises and good sufficient and legal title to all other portions of the Mortgaged Property, in each case subject to no Liens other than Permitted Encumbrances and (iii) it has the full power and lawful authority to grant, bargain, sell, release, convey, warrant, assign, transfer, mortgage, pledge, set over, and confirm unto Mortgagee the Mortgaged Property as hereinabove provided.

(b) Mortgagor shall, at Mortgagor's sole cost and expense, preserve Mortgagor's title to the Mortgaged Property and the validity, enforceability and first priority of the lien of this Mortgage (subject to the Permitted Encumbrances) and shall forever warrant and defend the same to Mortgagee against the claims of each and every Person claiming or threatening to claim the same or any part thereof.

(c) If the lien or security interest created by this Mortgage, or the validity, enforceability or priority thereof or of this Mortgage, or if title or any of the rights of Mortgagor, Mortgagee or any Lender in or to the Mortgaged Property, shall be endangered or



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questioned, or shall be attacked directly or indirectly, or if any action or proceeding is instituted against Mortgagor or Mortgagee with respect thereto, Mortgagor will promptly notify Mortgagee thereof and will diligently take such action as may be required to cure any defect that may be developed or claimed, and will take all necessary and proper steps for the defense of such action or proceeding, including the employment of counsel; the prosecution or defense of litigation and (subject to Mortgagee's approval, not to be unreasonably withheld or delayed) the release or discharge of any and all adverse claims. Mortgagee shall have the right to appear in and defend any such actions or proceedings (whether or not originally named as a party to such actions or proceedings) and is hereby authorized and empowered (but shall not be obligated) to take such additional steps as it may deem necessary or proper, in the name and on behalf of Mortgagor, for the defense of any such action or proceeding or the protection of the lien, security interest, validity, enforceability or priority of this Mortgage or of such title or rights, including the employment of counsel, the institution, prosecution or defense of litigation, the compromise, release or discharge of such adverse claims, the purchase of any tax title and the removal of such prior liens and security interests.

## Section 2.03 Further Assurances; Filing; Re-Filing; etc.

(a) Mortgagor shall execute, acknowledge and deliver, from time to time, such further instruments as may be necessary, or that Mortgagee may reasonably require to accomplish the purposes of this Mortgage.

(b) Mortgagor, immediately upon the execution and delivery of this Mortgage, and thereafter from time to time, shall cause this Mortgage, any security agreement or mortgage supplemental hereto and each instrument of further assurance to be executed, acknowledged, filed, registered or recorded and refiled, re-registered or re-recorded in such manner and in such places as may be required by Mortgagee or by any present or future law in order to publish notice of and perfect the lien and estate of this Mortgage upon, and security interest in, the Mortgaged Property.

(c) Mortgagor shall pay all filing, registration and recording fees, all re-filing, re-registration and re-recording fees, and all expenses incident to the execution, filing, recording and acknowledgment of this Mortgage, any security agreement or mortgage supplemental hereto and any instrument of further assurance, and all Federal, state, county and municipal stamp taxes, mortgage taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery, filing and recording of the Notes, this Mortgage, the Loan Agreement or any of the other Loan Documents, any security agreement or mortgage supplemental hereto or any instruments of further assurance.

Section 2.04 Liens. Mortgagor shall not create or suffer to be created any Lien upon the Mortgaged Property prior to, on a parity with, or subordinate to the lien of this Mortgage, or permit any transfers in violation of Section 9.1 of the Loan Agreement, other than Permitted Encumbrances.

Section 2.05 Insurance. Mortgagor shall cause the Mortgaged Property to be insured in the manner and to the extent required by Section 3.1 of the Loan Agreement.

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**Section 2.06 Impositions.** Mortgagor shall pay or cause to be paid, before any fine, penalty, interest or cost attaches thereto, all Impositions in accordance with Section 9.2 of the Loan Agreement (including Mortgagor's right to contest the same in accordance with Section 9.2 as well as all other taxes, assessments, water and sewer rates, utility charges and all other governmental or nongovernmental charges or levies now or hereafter assessed or levied against any part of the Mortgaged Property (including, without limitation, nongovernmental levies or assessments such as maintenance charges, owner association dues or charges or fees, levies or charges resulting from covenants, conditions and restrictions affecting the Mortgaged Property) or upon the lien or estate of Mortgagee therein, as well as all claims for labor, materials or supplies that, if unpaid, might by law become a prior lien thereon (collectively, the "Impositions"), and within ten (10) days after request by Mortgagee will exhibit receipts showing payment of any of the foregoing; provided, however, that if by law any such Imposition may be paid in installments (whether or not interest shall accrue on the unpaid balance thereof), Mortgagor may pay the same in installments (together with accrued interest on the unpaid balance thereof) as the same respectively become due, before any fine, penalty or cost attaches thereto.

**Section 2.07 Maintenance of the Improvements and Equipment.** Mortgagor shall (i) not permit the Improvements or Fixtures to be removed or demolished (provided, however, that, subject to the provisions of Section 9.4 of the Loan Agreement, Mortgagor may remove or alter such Improvements and Equipment that become obsolete in the usual conduct of Mortgagor's business and the removal or alteration of which do not materially detract from the operation of Mortgagor's business); (ii) maintain the Mortgaged Property in good repair, working order and condition; and (iii) restore and repair the Improvements and Equipment or any part thereof now or hereafter affected by any casualty event or taking in accordance with the Loan Agreement.

**Section 2.08 Compliance With Laws.** Mortgagor covenants and agrees to (i) comply with all applicable laws, including, without limitation, Environmental Laws, in accordance with Article 5 of the Loan Agreement and the Environment Indemnity and (ii) indemnify and hold Mortgagee and the Lenders harmless from and against any and all losses, liabilities, claims, damages or expenses arising from Mortgagor's failure to so comply with applicable laws, including, without limitation, Environmental Laws, in accordance with the Loan Agreement.

**Section 2.09 Limitations of Use.** Mortgagor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses that may be made of the Premises or any part thereof without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld or delayed. Mortgagor shall comply in all material respects with the provisions of all governmental approvals and all licenses, agreements and private covenants, conditions and restrictions that at any time are applicable to the Mortgaged Property.

**Section 2.10 Actions to Protect Mortgaged Property.** If Mortgagor shall fail beyond any applicable notice and/or grace period to (i) effect the insurance required by Section 2.05 hereof, (ii) make the payments required by Section 2.06 hereof or (iii) perform or observe any of its other covenants or agreements hereunder, Mortgagee may, without obligation

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to do so, and upon notice to Mortgagor (except in an emergency) effect or pay the same; provided, however, that any such payment by Mortgagee shall not affect whether such failure by Mortgagor constitutes an Event of Default. To the maximum extent permitted by law, all sums, including reasonable attorneys' fees and disbursements, so expended or expended to sustain the lien or estate of this Mortgage or its priority, or to protect or enforce any of the rights hereunder, or to recover any of the Obligations, shall be a lien on the Mortgaged Property, and shall be deemed to be added to the Obligations secured hereby, and shall be paid by Mortgagor within ten (10) days after demand therefor, together with interest thereon accruing from and after said ten (10) day period at the Default Rate. For such purpose, Mortgagor expressly grants to Mortgagee, in addition to, and without prejudice to, any other rights and remedies hereunder, (1) the right to enter upon (and, in Mortgagee's discretion, to take possession of) the Mortgaged Property to such extent and as often as it may deem necessary to prevent or remedy any such default or to take any such action and (2) the right to appear in, defend or bring any action or proceeding to protect Mortgagee's and the Lenders' interests in the Mortgaged Property or, during the continuance of an Event of Default, to execute the power of sale, or foreclose, under this Mortgage or collect the Obligations, and Mortgagor hereby irrevocably appoints and constitutes Mortgagee as Mortgagor's lawful attorney-in-fact, coupled with an interest and with full power of substitution, for such purposes and the taking of all acts incidental thereto. No such advance, performance or action or proceeding shall be deemed to have cured such Event of Default (as hereinafter defined) with respect thereto. In any action or proceeding to foreclose this Mortgage or recover or collect the Obligations, Mortgagee and the Lenders shall be entitled to recover the reasonable costs, expenses and attorneys' fees and disbursements incurred in foreclosing or attempting to collect upon the Obligations, which costs, expenses and attorneys' fees, to the extent permitted by any applicable law, shall also be secured by this Mortgage.

Section 2.11 Insurance and Condemnation Proceeds. Mortgagor assigns to Mortgagee on behalf of the Lenders, (i) all awards or payments, including interest thereon, and the right to receive the same, which may heretofore or hereafter be made with respect to the whole or part of the Mortgaged Property, whether from the exercise of the right of eminent domain (including any proceeding or transfer in lieu of or in anticipation of the exercise of such right), or for any other injury to or decrease in the value of the Mortgaged Property, including any award resulting from a change of any streets (whether as to grade, access or otherwise) and any award for severance damages and (ii) all proceeds of and any unearned premiums on any insurance policies that may now or hereafter cover the Mortgaged Property, including the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof, for damage to the Mortgaged Property. Any insurance proceeds or condemnation awards shall be held and applied by Mortgagee in accordance with Article 3 of the Loan Agreement.

Section 2.12 Lien Laws. Mortgagor will indemnify and hold Mortgagee and the Lenders harmless against any loss or liability, cost or expense, including, without limitation, any judgments, reasonable attorney's fees, costs of appeal bonds and printing costs, arising out of or relating to any proceeding instituted by any claimant alleging a violation by Mortgagor of any applicable lien law.

Section 2.13 Inspections. Mortgagor shall permit Mortgagee and each Lender, and their agents, representatives and employees, upon reasonable prior notice to Mortgagor, to inspect the Mortgaged Property and conduct such environmental and engineering studies as

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Mortgagee, upon reasonable belief that an existing or potential violation of Environmental Laws exist, may require pursuant to the Loan Agreement; provided that such inspections and studies shall not materially interfere with the use and operation of the Mortgaged Property or the business operations of tenants at the Mortgaged Property and shall not cause material damage to the Mortgaged Property.

## ARTICLE 3

### ASSIGNMENT OF LEASES AND RENTS

#### Section 3.01 Assignment of Rents, Issues and Profits.

(a) Mortgagor hereby absolutely and unconditionally assigns to Mortgagee, as part of the consideration for the transactions contemplated by this Mortgage and the other Loan Documents, the Rents and Leases and other documents or instruments evidencing the Rents now or hereafter in effect and any and all deposits or letters of credit held as security under the Leases, it being intended by Mortgagor and Mortgagee that such assignment constitutes an absolute and present assignment and not an assignment for additional security only. Nothing contained in the foregoing sentence shall be construed to bind Mortgagee to the performance of any of the covenants, conditions or provisions contained in any such Lease or other document or otherwise to impose any obligation on Mortgagee (including any liability under the covenant of quiet enjoyment contained in any Lease), except that Mortgagee shall be accountable for any money or security actually received pursuant to such assignment. Such assignment and grant shall continue in effect until the Obligations have been indefeasibly paid in full, the execution of this Mortgage constituting and evidencing the irrevocable consent of Mortgagor to the entry upon and taking possession of the Mortgaged Property by Mortgagee and the exercise by Mortgagee of the rights and powers granted pursuant hereto, including, without limitation, those set forth in clauses (i) through (vii) below, regardless of whether foreclosure has been instituted and without applying for a receiver. Such assignment shall include, without limitation:

(i) the immediate and continuing right to receive and collect all amounts payable by all Tenants, including without limitation (A) all Rents (B) all damages or other amounts payable in the event of any expiration or termination of any Lease pursuant to the terms thereof, by operation of law or otherwise, (C) any indemnification against, or reimbursement for, sums paid and costs and expenses incurred by Mortgagor under any Lease or otherwise, (D) any award in the event of the bankruptcy of any Tenant or guarantor of a Lease, and (E) all security deposits, other security instruments, other deposits or prepayments with respect to any such Leases;

(ii) all claims, rights, powers, privileges and remedies of Mortgagor, whether provided for in any Lease or arising by statute or at law or in equity or otherwise, consequent on any failure on the part of any Tenant to perform or comply with any term of any Lease;

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(iii) all right to take all action upon the happening of a default under any Lease as shall be permitted by any Lease or by law, including, without limitation, the commencement, conduct and consummation of proceedings at law or in equity;

(iv) the full power and authority, in the name of Mortgagor, or otherwise, to enforce, collect, receive and make receipt for any and all of the foregoing and to do any and all other acts and things whatsoever which Mortgagor, or any landlord is or may be entitled to do under any Lease;

(v) the full power and authority, in the name of Mortgagor, or otherwise, to enforce any Lease;

(vi) the full power and authority, in the name of Mortgagor, or otherwise, to lease the Mortgaged Property; and

(vii) the right to apply the Rents to the payment of the Obligations in accordance with the Loan Agreement.

(b) During the term hereof, all rights, powers and privileges of Mortgagee herein set forth are coupled with an interest and are irrevocable, subject to the terms and conditions hereof, and Mortgagor will not take any action under any Lease or otherwise which is inconsistent with this Mortgage or any of the terms hereof or thereof and any such action inconsistent herewith or therewith shall, to the fullest extent permitted by Applicable Law, be void. Any further assignment of any rents, issues, or profits from the Mortgaged Property shall to the fullest extent permitted by law be void. To the fullest extent permitted by Applicable Law, Mortgagor hereby waives any requirement that Mortgagee commence any foreclosure proceeding with respect to any or all of the Mortgaged Property prior to enforcement of any remedies pursuant to this Article 3, including the right to commence and prosecute an action to appoint a receiver for rents and all other amounts due under any Leases. Mortgagor will, from time to time, upon request of Mortgagee, execute all instruments and further assurances and all supplemental instruments and take all such action as Mortgagee from time to time may reasonably request and which are, in Mortgagee's reasonable judgment, necessary in order to perfect, preserve and protect the interests intended to be assigned to Mortgagee hereby.

(c) In addition to its covenants concerning Leases set forth in the Loan Agreement, Mortgagor hereby agrees that it will not, unilaterally or by agreement, (i) subordinate, amend, modify, extend, discharge, terminate, surrender, waive or otherwise change any term of any Lease in any manner which would violate this Mortgage, the Loan Agreement or the other Loan Documents or (ii) except for security deposits, accept a prepayment of Rent in excess of Rent for one month. Mortgagor will perform all covenants of the lessor under any such leases or occupancy agreements. If any Lease shall be amended as permitted hereby, such Lease shall continue to be subject to the provisions hereof without the necessity of any further act by any of the parties hereto, subject to the provisions of any non-disturbance agreement which Mortgagee may have granted in accordance with the provisions of this Mortgage.

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**Section 3.02 Grant of License; Revocation.** Until the occurrence of an Event of Default, Mortgagee waives its rights under Section 3.01(a) and (b) above, and grants Mortgagor a license to collect the Rents and enforce the rights and powers enumerated in clauses (i) through (vii) of Section 3.01(a). Such license to collect and receive the Rents and enforce such rights and powers shall be automatically revoked and the rights of Mortgagor thereunder shall automatically cease and terminate upon the occurrence of an Event of Default under this Mortgage. In such event, (i) Mortgagor hereby authorizes Mortgagee to receive and collect the Rents due under the terms of each Lease and to direct any Tenant, by written notice from Mortgagee or otherwise, to forward such Rents by mail or in person to Mortgagee and (ii) Mortgagor shall immediately pay to Mortgagee any Rents held by or under the control of Mortgagor. Mortgagor hereby irrevocably appoints and constitutes Mortgagee as Mortgagor's lawful attorney-in-fact, coupled with an interest and with full power of substitution, for the purpose of taking any of the actions described in the immediately preceding sentence and all acts incidental thereto. Following the revocation of the license herein granted, Mortgagee may retain and apply the Rents toward payment of the Obligations in such order, priority and proportions as Mortgagee, in its discretion, shall deem proper, or to the operation, maintenance and repair of the Mortgaged Property, and irrespective of whether Mortgagee shall have commenced a foreclosure of this Mortgage or shall have applied or arranged for the appointment of a receiver with respect thereto.

**Section 3.03 Direction to Tenants.** Mortgagor hereby irrevocably authorizes and directs each Tenant of the Mortgaged Property, upon receipt of notice from Mortgagee of an Event of Default, to pay all Rents due or to become due under its Lease directly to Mortgagee or to any appointed receiver of the Mortgaged Property. Each such Tenant shall have the right to rely upon any such notice of Mortgagee directing the payment of all Rents to Mortgagee, without any obligation to inquire as to the actual existence of the Event of Default, notwithstanding any claim of Mortgagor to the contrary and Mortgagor shall have no rights or claims against any Tenant for any Rents so paid to Mortgagee. Mortgagor shall facilitate, in all reasonable ways, the collection of the Rents by Mortgagee and will, upon request by Mortgagee, execute a written notice to each Tenant directing the Tenant to pay the Rents payable under such Tenant's respective Lease to Mortgagee. Each Tenant is hereby expressly authorized and directed, upon demand by Mortgagee and without the necessity of any further consent by, or notice from, Mortgagor, to attorn to Mortgagee as the owner of the Leases and to pay any and all Rents due to Mortgagor pursuant to such Tenant's Lease directly to Mortgagee or to any appointed receiver, and to observe and perform such Tenant's obligations under the Tenant's Lease to or for Mortgagee and to accept performance of the landlord's obligations under the Lease from Mortgagee. Each Tenant is hereby expressly relieved of any and all duty, liability or obligation to Mortgagor in respect of all payments so made. The payment of Rents to Mortgagee pursuant to Mortgagee's demand and the performance of obligations under any Lease to or for the benefit of Mortgagee shall not cause Mortgagee to assume or be bound by any of the provisions of any such Lease and shall not relieve Mortgagor of its obligations thereunder.

**Section 3.04 Assignment of Rents, Issues and Profits.** Mortgagor acknowledges and confirms that it has executed and delivered to Mortgagee (on behalf of the Lenders) an Assignment of Leases and Rents of even date (the "Assignment of Leases and Rents"), intending that such instrument create a present, absolute assignment to Mortgagee of the Leases and Rents. Without limiting the intended benefits or the remedies provided under the Assignment of Leases

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and Rents, Mortgagor hereby assigns to Mortgagee (on behalf of the Lenders), as further security for the secured indebtedness and the Obligations, the Leases and Rents. While any Event of Default exists, Mortgagee shall be entitled to exercise any or all of the remedies provided in the Assignment of Leases and Rents and in Article 5 hereof, including the right to have a receiver appointed. If any conflict or inconsistency exists between the assignment of the Rents and the Leases in this Mortgage and the absolute assignment of the Rents and the Leases in the Assignment of Leases and Rents, the terms of the Assignment of Leases and Rents shall control.

## ARTICLE 4

### SECURITY AGREEMENT; FIXTURE FILING

Section 4.01 Creation of Security Interest. This Mortgage constitutes both a real property mortgage and a "security agreement", within the meaning of the Uniform Commercial Code. The Mortgaged Property includes both real and personal property and all other rights and interest, whether tangible or intangible in nature, of Mortgagor in the Mortgaged Property whether now or hereafter existing. Mortgagor by executing and delivering this Mortgage has granted and hereby grants to Mortgagee, as security for the Obligations, a security interest in (a) the Mortgaged Property, and (b) the personal property identified on Exhibit B attached hereto, whether now or hereafter existing, in each case to the fullest extent that the same may be subject to the Uniform Commercial Code (all of such personal property so subject to the Uniform Commercial Code, the "Personal Property Collateral"). If an Event of Default shall exist, (i) Mortgagee, in addition to any other rights and remedies that it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including the right to take possession of the Personal Property Collateral, or any part thereof, and to take such other measures as Mortgagee may deem necessary for the care, protection and preservation of the Personal Property Collateral and (ii) upon request or demand of Mortgagee, Mortgagor shall, at Mortgagor's sole expense, assemble the Personal Property Collateral and make it available to Mortgagee at a convenient place acceptable to Mortgagee. Mortgagor shall pay to Mortgagee on demand any and all expenses, including reasonable attorneys' fees, costs and disbursements, incurred or paid by Mortgagee in protecting its interest in the Personal Property Collateral and in enforcing its rights hereunder with respect to the Personal Property Collateral. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Personal Property Collateral sent to Mortgagor in accordance with the provisions of this Mortgage at least five (5) Business Days prior to such sale, disposition or other action, shall constitute reasonable notice to Mortgagor, and the method of sale or disposition or other intended action set forth or specified in such notice shall conclusively be deemed to be commercially reasonable within the meaning of the Uniform Commercial Code unless objected to by Mortgagor within three (3) Business Days after such notice. The proceeds of any sale or disposition of the Personal Property Collateral, or any part thereof, may be applied by Mortgagee to the payment of the Obligations in such priority and proportions as Mortgagee in its discretion shall deem proper.

Section 4.02 Continuation Statements; Amendments. Mortgagor hereby authorizes Mortgagee to file one or more financing or continuation statements, and amendments

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thereto, relative to all or any part of the Personal Property Collateral without the signature of Mortgagor where permitted by Applicable Law.

Section 4.03 Fixture Filing. This Mortgage shall also constitute a "fixture filing" filed as a fixture filing in the Official Records of the County Recorder of the county in which the Mortgaged Property is located for the purposes of the Uniform Commercial Code against all of the Mortgaged Property which is or is to become fixtures. Information concerning the security interest herein granted may be obtained at the addresses of Debtor (Mortgagor) and Secured Party (Mortgagee) as set forth in the first paragraph of this Mortgage.

## ARTICLE 5

### DEFAULTS; REMEDIES

Section 5.01 Events of Default. If any Event of Default (herein, an "Event of Default") under the Loan Agreement shall occur and be continuing then, as more particularly provided in the Loan Agreement, the unpaid principal of and accrued interest on the Notes and all other Obligations under the Loan Agreement may be declared, or may become, due and payable, without presentment, demand, protest or other formalities of any kind, all of which have been waived pursuant to the Loan Agreement.

Section 5.02 Remedies. If an Event of Default shall have occurred and be continuing, this Mortgage may, to the maximum extent permitted by law, be enforced, and Mortgagee may exercise any right, power or remedy permitted to it hereunder, under the Loan Agreement or under any of the other Loan Documents or by law, and, without limiting the generality of the foregoing, Mortgagee may, personally or by its agents, exercise any or all of the following rights to the maximum extent permitted by law:

(a) Subject to any applicable provisions of the Notes, the Loan Agreement, the Hedge Agreement and the other Loan Documents, Mortgagee may declare all or any portion of the unpaid principal balance under the Notes, together with all accrued and unpaid interest (including, without limitation, any Additional Interest) thereon, and all other unpaid Obligations, to be immediately due and payable;

(b) Mortgagee may enter into or upon the Premises, personally or by its agents, nominees or attorneys, and may dispossess Mortgagor and its agents and servants therefrom, and thereupon Mortgagee at its sole discretion may: (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every portion of the Mortgaged Property and conduct business thereon, in any case either in the name of Mortgagee or in such other name as Mortgagee shall deem best; (ii) complete any construction with respect to the Mortgaged Property in such manner and form as Mortgagee deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Mortgaged Property; (iv) exercise all rights and powers of Mortgagor with respect to the Mortgaged Property, whether in the name of Mortgagor or otherwise, including the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents; and (v) apply the receipts of all such Rents to the payment of the



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Obligations as provided in the Loan Agreement, after deducting therefrom all expenses (including reasonable attorneys' fees and disbursements) incurred in connection with the aforesaid operations and all amounts necessary to pay the operating costs for the Mortgaged Property and other charges in connection with the Mortgaged Property, as well as just and reasonable compensation for the services of Mortgagee, its agents, nominees and attorneys.

(c) Mortgagee, with or without entry, personally or by their agents or attorneys, insofar as applicable, may, at Mortgagee's election execute the power of sale granted by this Mortgage and sell the Premises, and all estate, right, title and interest, claim and demand therein, and right of redemption thereof, at public auction to the highest bidder in strict accordance with all notice, advertisement and other applicable laws of the State where the Land is located and any other remedies permitted by the laws of the State where the Land is located or as provided in this Mortgage or in any other Loan Document. Mortgagor acknowledges that the power of sale granted in this Mortgage may be exercised by Mortgagee without prior judicial hearing. At any such sale by virtue of any judicial proceedings or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against all other persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor. Mortgagee shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including reasonable attorneys' fees, costs of documentary evidence, abstracts and title reports. Mortgagor agrees that in addition to all other remedies and rights provided for in this Mortgage, this Mortgage shall be construed to impose and confer upon Mortgagee, all rights prescribed in the Act (as defined in Section 7.01 below). Mortgagee shall give notice of sale and shall sell the Premises according to the laws of the State where the Land is located.

(d) Mortgagee institute proceedings for the complete or partial foreclosure of this Mortgage against all or any portion of the Mortgaged Property, in which case the Mortgaged Property may be sold for cash or upon credit, as an entirety or in parcels or portions.

(e) Mortgagee may institute an action, suit or proceeding at law or in equity for the specific performance of any covenant, condition or agreement contained herein or in the Notes, the Loan Agreement or any other Loan Document, or in aid of the execution of any power granted hereunder or for the enforcement of any other appropriate legal or equitable remedy.

(f) Mortgagee may recover judgment on the Notes, either before, during or after any proceedings for the foreclosure (or partial foreclosure) or enforcement of this Mortgage.

(g) Mortgagee may, as a matter of right, secure the appointment of a receiver, trustee, liquidator or similar official of the Mortgaged Property or any portion thereof, and Mortgagor hereby consents and agrees to such appointment, without notice to Mortgagor.

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and without regard to the adequacy of the security for the Obligations and without regard to the solvency of Mortgagor or any other Person liable for the payment of the Obligations, and such receiver or other official shall have all rights and powers permitted by applicable law and such other rights and powers as the court making such appointment may confer, but the appointment of such receiver or other official shall not impair or in any manner prejudice the rights of Mortgagee to receive the Rents with respect to the Mortgaged Property pursuant to this Mortgage.

(h) In addition to the rights which Mortgagee may have herein, upon the occurrence of any Event of Default, Mortgagee, at its option, may require Mortgagor to pay monthly in advance to Mortgagee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of any portion of the Mortgaged Property occupied by Mortgagor and may require Mortgagor to vacate and surrender possession to Mortgagee of the Mortgaged Property or to such receiver and, Mortgagor may be evicted by summary proceedings or otherwise.

(i) Mortgagee shall have all of the rights and remedies with respect to the Mortgaged Property and the Personal Property Collateral of a secured party under the Uniform Commercial Code (whether or not said Uniform Commercial Code is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a secured party is entitled under Applicable Law, including, without limitation, the right, to the maximum extent permitted by law, to exercise all voting, consensual and other power of ownership pertaining to the Mortgaged Property or the Personal Property Collateral as if Mortgagee were the sole and absolute owner thereof (and Mortgagor agrees to take all such action as may be appropriate to give effect to such right).

(j) Mortgagee or the Lenders may pursue against Mortgagor, any other rights and remedies of Mortgagee permitted by law, equity or contract or as set forth herein or in the Loan Agreement, the Hedge Agreement or the other Loan Documents.

Section 5.03 Application of Proceeds. The proceeds of any sale made either under the power of sale hereby given or under a judgment, order or decree made in any action to foreclose or to enforce this Mortgage, or of any monies held by Mortgagee hereunder, shall be applied in the following order:

(a) First, to payment of the costs and expenses of taking possession of the Mortgaged Property, and of the costs and expenses of the sale, including but not limited to legal fees and disbursements, title charges and transfer taxes, and payment of all reasonable expenses, liabilities and advances of Mortgagee;

(b) Second, payment of all sums expended by Mortgagee under the terms of this Mortgage and not yet repaid, together with interest on such sums at the Default Rate;

(c) Third, to payment of the secured indebtedness and all other Obligations secured by this Mortgage, including, without limitation, interest at the Default Rate provided for under the Loan Documents, any Additional Interest, and any charge expressly

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required to be paid under the Notes in order to prepay principal, in any order that Mortgagee chooses in its sole discretion; and

(d) Finally, the remainder, if any, of such funds shall be disbursed to Mortgageor or to any other Person or Persons legally entitled thereto.

Section 5.04 Right to Sue. Mortgagee shall have the right from time to time to sue for any sums required to be paid by Mortgageor under the terms of this Mortgage as the same become due, without regard to whether or not the Obligations shall be, or have become, due and without prejudice to the right of Mortgagee to thereafter exercise its power of sale or Mortgagee thereafter to bring any action or proceeding of foreclosure or any other action upon the occurrence of any Event of Default existing at the time such earlier action was commenced.

Section 5.05 Powers of Mortgagee. Mortgagee may at any time or from time to time renew or extend this Mortgage or (with the agreement of Mortgageor) alter or modify the same in any way, or waive any of the terms, covenants or conditions hereof or thereof, in whole or in part, and may release any portion of the Mortgaged Property or any other security, and grant such extensions and indulgences in relation to the Obligations, or release any Person liable therefor as Mortgagee may determine without the consent of any junior lienor or encumbrancer, without in any manner affecting the priority of the Lien and estate of this Mortgage on or in any part of the Mortgaged Property, and without affecting the liability of any other Person liable for any of the Obligations.

#### Section 5.06 Remedies Cumulative.

(a) No right or remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy under this Mortgage and the other Loan Documents, or under applicable law, whether now or hereafter existing; the failure of Mortgagee to insist at any time upon the strict observance or performance of any of the provisions of this Mortgage or to exercise any right or remedy provided for herein or under applicable law, shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof.

(b) Mortgagee shall be entitled to enforce payment and performance of any of the Obligations and to exercise all rights and powers under this Mortgage or under any Loan Document or any laws now or hereafter in force, notwithstanding that some or all of the Obligations may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise; neither the acceptance of this Mortgage nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being stipulated that Mortgagee shall be entitled to enforce this Mortgage, any of the Security Documents and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee, in its sole discretion, may determine; every power or remedy given by the Loan Agreement, this Mortgage or any of the other Loan Documents to Mortgagee, or to which Mortgagee is otherwise entitled, may be exercised, concurrently or independently, from time to time and as

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often as may be deemed expedient by Mortgagee, and Mortgagee may pursue inconsistent remedies.

## Section 5.07 General Provisions.

(a) Effect of Judgment. No recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon any other property of Mortgagor shall adversely affect in any manner or to any extent the Lien of this Mortgage upon the Mortgaged Property, or any rights, powers or remedies of Mortgagee hereunder. Such Lien, rights, powers and remedies of Mortgagee shall continue unimpaired as before.

(b) Continuing Power of Sale. The power of sale conferred upon Mortgagee in this Mortgage shall not be exhausted by any one or more sales as to any portion of the Mortgaged Property or the Personal Property Collateral remaining unsold, but shall continue unimpaired, to the fullest extent permitted by law, until all of the Obligations are paid in full.

(c) Right to Purchase. At any sale of the Mortgaged Property or the Personal Property Collateral or any portion thereof pursuant to the provisions of this Mortgage, Mortgagee shall have the right to purchase the Mortgaged Property (or such portion thereof) being sold, and in such case shall have the right to credit against the amount of the bid made therefor (to the extent necessary) all or any portion of the Obligations.

(d) Adjournment of Sale. Mortgagee may postpone or adjourn from time to time any sale of all or any part of the Mortgaged Property by it to be made hereunder or by virtue hereof by announcement at the time and place appointed for such sale or such adjourned sale or sales; and, except as otherwise provided by any applicable provision of law, Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so postponed or adjourned, as the case may be.

(e) Right to Terminate Proceedings. Mortgagee may terminate or rescind any proceeding or other action brought in connection with its exercise of the remedies provided in this Article 5 at any time before the conclusion thereof, as determined in Mortgagee's sole discretion and without prejudice to Mortgagee or any Lender.

(f) No Waiver or Release. Mortgagee may resort to any remedies and the security given by the Loan Documents, in whole or in part, and in such portions and in such order as determined in Mortgagee's sole discretion. No such action shall in any way be considered a waiver of any rights, benefits or remedies evidenced or provided by the Loan Documents. The failure of Mortgagee to exercise any right, remedy or option provided in the Loan Documents shall not be deemed a waiver of such right, remedy or option or of any covenant or obligation secured by the Loan Documents. No acceptance by Mortgagee of any payment after the occurrence of an Event of Default and no payment by Mortgagee of any obligation for which Mortgagor is liable hereunder shall be deemed to waive or cure any Event of Default with respect to Mortgagor, or Mortgagor's liability to pay such obligation. No sale of all or any portion of the Mortgaged Property, no forbearance on the part of Mortgagee, and no extension of time for the payment of the whole or any portion of the Obligations or any other indulgence given by Mortgagee to Mortgagor or any other Person, shall operate to

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release or in any manner affect the interest of Mortgagee in any remaining portion of the Mortgaged Property or the liability of Mortgagor to pay and perform the Obligations, except to the extent that such liability shall be reduced by net proceeds actually received by Mortgagee with respect to any portion of the Mortgaged Property. No waiver by Mortgagee shall be effective unless it is in writing and then only to the extent specifically stated.

(g) No Impairment; No Release. The interests and rights of Mortgagee under the Loan Documents shall not be impaired by any indulgence, including (i) any renewal, extension or modification which Mortgagee may grant with respect to any of the Obligations; (ii) any surrender, compromise, release, renewal, extension, exchange or substitution which Mortgagee may grant with respect to the Mortgaged Property or any portion thereof; or (iii) any waiver, release or indulgence granted to any maker, endorser, guarantor or surety of any of the Obligations.

(h) Waivers and Agreements Regarding Remedies. To the fullest extent Mortgagor may legally do so, Mortgagor, for itself and for all persons hereunder claiming through or under it or who may at any time acquire a lien on all or any part of the Mortgaged Property or any interest therein:

(i) agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any laws now or hereafter in force providing for any appraisal or appraisement, valuation, stay, extension or redemption, and waives and releases all rights of redemption, valuation, appraisal or appraisement, stay of execution, extension and notice of election to accelerate or declare due the whole or any portion of the Obligations;

(ii) waives all rights to a marshaling of the assets of Mortgagor and others with interests in Mortgagor, and of the Mortgaged Property, or to a sale in inverse order of alienation in the event of foreclosure of the interests hereby created, and agrees not to assert any right under any laws pertaining to the marshaling of assets, the sale in inverse order of alienation, homestead exemption, the administration of estates of decedents, or any other matters whatsoever to defeat, reduce or affect the right of Mortgagee under the Loan Documents to a sale of the Mortgaged Property for the collection of the Obligations without any prior or different resort for collection, or the right of Mortgagee to the payment of the Obligations out of the net proceeds from the Mortgaged Property in preference to every other claimant whatsoever;

(iii) waives any right to bring or utilize any defense, counterclaim or setoff; provided, however, that if such counterclaim or setoff is based on a claim which could be tried in an action for money damages, the foregoing waiver shall not bar a separate action for such damage (unless such claim is required by law or applicable rules of procedure to be pleaded in or consolidated with the action initiated by Mortgagee); but such separate action shall not thereafter be consolidated with any foreclosure action of Mortgagee; and provided further that the bringing of such separate action for money damages shall not be deemed to afford any grounds for staying any such foreclosure action;

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(iv) waives and relinquishes any and all rights and remedies which Mortgagor may have or be able to assert by reason of the provisions of any laws pertaining to the rights and remedies of sureties; and

(v) waives any right which it may have to require the Mortgaged Property (or any part thereof) to be sold as one or more units.

(i) Subrogation. If all or any portion of the proceeds of the Notes or any disbursement shall be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any prior Lien upon the Mortgaged Property or any portion thereof, then Mortgagee shall be subrogated to, and shall have the benefit of the priority of, such other Lien and any additional security held by the holder thereof.

Section 5.08 No Mortgagee-in-Possession. None of the enforcement of any of the remedies under this Article 5, the assignment of the Leases and Rents under Article 3, the security interests under Article 4, nor any other remedies afforded to Mortgagee and/or the Lenders under the Loan Documents, at law or in equity shall cause Mortgagee or any Lender to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Mortgagee or any Lender to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

Section 5.09 Prepayment Charge. If this Mortgage or any obligation secured hereby provides for any charge for prepayment of any indebtedness secured hereby, Mortgagor agrees to pay said charge if for any reason any of said indebtedness shall be paid prior to the stated maturity date thereof, even if and notwithstanding that an Event of Default shall have occurred and Mortgagee, by reason thereof, shall have declared said indebtedness or all sums secured hereby immediately due and payable, and whether or not said payment is made prior to or at any sale held under or by virtue of this Article 5.

## ARTICLE 6

### MISCELLANEOUS

Section 6.01 Release by Mortgagee. Upon the payment in full of the Indebtedness, Mortgagee shall release the lien of this Mortgage, or upon the request of Mortgagor, and, provided that Mortgagor shall pay Mortgagee's reasonable expenses, assign, without recourse, representation or warranty of any kind, this Mortgage without recourse to Mortgagor's designee, or to the person or persons legally entitled thereto, by an instrument duly acknowledged in form for recording.

Section 6.02 Notices. (a) All notices, requests, demands, statements, authorizations, approvals, directions, consents and other communications provided for herein shall be given or made in writing and shall be deemed sufficiently given or served for all purposes as of the date (a) when hand delivered (provided that delivery shall be evidenced by a receipt executed by or on behalf of the addressee), (b) three (3) days after being sent by postage pre-paid registered or certified mail, return receipt requested, (c) one (1) Business Day after

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being sent by reputable overnight courier service (with delivery evidenced by written receipt), or (d) with a simultaneous delivery by one of the means in (a), (b) or (c) by facsimile, when sent, with confirmation and a copy sent by first class mail, in each case addressed to the intended recipient at the "Address for Notices" specified below; or, as to any party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise expressly provided herein, Mortgagor shall only be required to send notices, requests, demands, statements, authorizations, approvals, directions, consents and other communications to Mortgagee on behalf of all of the Lenders

(b) Notices and other communications to Mortgagee hereunder may be delivered or furnished by electronic communications pursuant to procedures approved by Mortgagee. Mortgagee or Mortgagor may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

## Address for Notices:

### If to Mortgagor:

GD 22 W. Washington LLC  
 625 N. Michigan Avenue, Suite 2000  
 Chicago, Illinois 60611  
 Attention: Michael Newman  
 Telecopy No.: (312) 440-8733

### With copies to:

DLA Piper LLP (US)  
 203 N. LaSalle Street, Suite 1900  
 Chicago, Illinois 60601  
 Attn: David Glickstein, Esq.  
 Fax No.: 312-251-5747

### If to Mortgagee:

ING Real Estate Finance (USA) LLC  
 230 Park Avenue  
 New York, New York 10169  
 Attention: Portfolio Manager  
 Telecopier No.: 212-883-2734

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With copies to:

ING Real Estate Finance (USA) LLC  
 230 Park Avenue  
 New York, New York 10169  
 Attention: Michael E. Shields  
 Telecopier No.: 212-883-2734

- and -

Morrison & Foerster LLP  
 1290 Avenue of the Americas  
 New York, New York 10104  
 Attention: Chris Delson  
 Telecopier No.: (212) 468-7900

Section 6.03 No Waiver. Any failure by Mortgagee to insist upon strict performance of any of the terms, provisions or conditions of this Mortgage or the other Loan Documents shall not be deemed to be a waiver of same, and Mortgagee shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

Section 6.04 Amendments; etc. This Mortgage cannot be modified, changed or discharged (other than as provided in Section 6.01) except by an agreement in writing, duly acknowledged in form for recording, signed by Mortgagor and Mortgagee and, to the extent provided in the Loan Agreement, the consent of the Lenders. For purposes hereof, a statement by Mortgagee in any modification or supplement to this Mortgage to the effect that such modification or supplement has been consented to by the Lenders as provided in the Loan Agreement shall be conclusive evidence of such consent and it shall not be necessary for a copy of such consent to be recorded with such modification or supplement as a condition to such modification or supplement being recorded in the appropriate real estate records. Without affecting Mortgagor's liability for the payment of any of the indebtedness secured by this Mortgage, Mortgagee may from time to time and without notice to Mortgagor (a) release any person liable for the payment of that indebtedness, (b) extend or modify in any manner not adverse to Mortgagor the terms of payment of that indebtedness, (c) accept additional real or personal property of any kind as security, or alter, substitute or release any property securing that indebtedness, or (d) consent to the making of any map or plat of the Mortgaged Property, or to reconvey any part of the Mortgaged Property, or to join in granting any easement or creating any restriction on the Mortgaged Property, or to join in any subordination or other agreement affecting this Mortgage.

Section 6.05 Successors and Assigns. This Mortgage applies to, inures to the benefit of and binds Mortgagor and Mortgagee and their respective successors and assigns, as permitted under the Loan Agreement, and shall run with the Premises.

Section 6.06 Captions. The captions or headings at the beginning of each Article and Section hereof are for the convenience of reference and are not a part of this Mortgage.



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**Section 6.07 Severability.** If any term or provision of this Mortgage or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Mortgage, 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 Mortgage shall be valid and enforceable to the maximum extent permitted by law. If any portion of the Obligations shall for any reason not be secured by a valid and enforceable lien upon any part of the Mortgaged Property, then any payments made in respect of the Obligations (whether voluntary or under foreclosure or other enforcement action or procedure or otherwise) shall, for purposes of this Mortgage (except to the extent otherwise required by applicable law) be deemed to be made (i) first, in respect of the portion of the Obligations not secured by the lien of this Mortgage, (ii) second, in respect of the portion of the Obligations secured by the lien of this Mortgage, but which lien is on less than all of the Mortgaged Property, and (iii) last, to the portion of the Obligations secured by the lien of this Mortgage, and which lien is on all of the Mortgaged Property.

**Section 6.08 Usury Savings Clause.** It is the intention of Mortgagor, Mortgagee and the Lenders to conform strictly to the usury and similar laws relating to interest payable on loans from time to time in force, and all agreements between Mortgagor, Mortgagee and the Lenders, whether now existing or hereafter arising and whether oral or written, are hereby expressly limited so that in no contingency or event whatsoever, whether by acceleration of maturity hereof otherwise, shall the amount paid or agreed to be paid in the aggregate to the Lenders as interest (whether or not designated as interest, and including any amount otherwise designated by or deemed to constitute interest by a court of competent jurisdiction) hereunder or under the other Loan Documents or in any other agreement given to secure the Obligations, or in any other document evidencing, securing or pertaining to the Obligations, exceed the maximum amount (the "Maximum Rate") permissible under Applicable Law. If under any circumstances whatsoever fulfillment of any provision hereof, of the Loan Agreement or of the other Loan Documents, at the time performance of such provisions shall be due, shall involve exceeding the Maximum Rate, then, ipso facto, the obligation to be fulfilled shall be reduced to the Maximum Rate. For purposes of calculating the actual amount of interest paid and/or payable hereunder in respect of laws pertaining to usury or such other laws, all sums paid or agreed to be paid to the Lenders for the use, forbearance or detention of the Obligations evidenced hereby, outstanding from time to time shall, to the extent permitted by Applicable Law, be amortized, pro-rated, allocated and spread from the date of disbursement of the proceeds of the Notes until payment in full of all of such indebtedness, so that the actual rate of interest on account of such Obligations is uniform through the term hereof. If under any circumstances any Lender shall ever receive an amount which would exceed the Maximum Rate, such amount shall be deemed a payment in reduction of the principal amount of the Loans and shall be treated as a voluntary prepayment under the Loan Agreement and shall be so applied in accordance with the provisions of the Loan Agreement or if such excessive interest exceeds the outstanding amount of the Loans and any other Obligations, the excess shall be deemed to have been a payment made by mistake and shall be refunded to Mortgagor.

**Section 6.09 CERTAIN ACKNOWLEDGMENTS AND WAIVERS. TO THE EXTENT PERMITTED BY LAW, MORTGAGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY (A) WAIVES THE POWER GIVEN HEREIN TO MORTGAGEE TO CONDUCT A JUDICIAL FORECLOSURE OR TO SELL THE**

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**MORTGAGED PROPERTY BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY MORTGAGOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE (INCLUDING, WITHOUT LIMITATION, ANY NOTICE OF MORTGAGEE'S INTENTION TO ACCELERATE OR NOTICE OF ACCELERATION) OTHER THAN SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS MORTGAGE OR BY APPLICABLE LAW, (B) WAIVES, IN CONNECTION WITH ANY SALE, FORECLOSURE OR OTHER ACTION BROUGHT BY MORTGAGEE TO ENFORCE ITS RIGHTS AND REMEDIES UNDER THIS MORTGAGE, ANY AND EVERY RIGHT MORTGAGOR MAY HAVE TO (1) INTERPOSE ANY COUNTERCLAIM THEREIN, OTHER THAN A COMPULSORY COUNTERCLAIM, AND (2) HAVE THE SAME CONSOLIDATED WITH ANY OTHER OR SEPARATE SUIT, ACTION OR PROCEEDING. NOTHING CONTAINED IN THE IMMEDIATELY PRECEDING SENTENCE SHALL PREVENT OR PROHIBIT MORTGAGOR FROM INSTITUTING OR MAINTAINING A SEPARATE ACTION AGAINST MORTGAGEE OR THE LENDERS WITH RESPECT TO ANY ASSERTED CLAIM.**

Section 6.10 **GOVERNING LAW.**

**(a) THIS MORTGAGE WAS NEGOTIATED IN THE STATE OF NEW YORK, AND MADE BY MORTGAGEE AND LENDERS AND ACCEPTED BY MORTGAGOR IN THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS MORTGAGE AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION, AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO AND PURSUANT TO THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE IN WHICH THE PREMISES IS LOCATED, IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK SHALL GOVERN THE CONSTRUCTION, VALIDITY AND ENFORCEABILITY OF ALL LOAN DOCUMENTS AND ALL OF THE OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF MORTGAGOR, MORTGAGEE AND EACH LENDER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS MORTGAGE, AND THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF**

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**NEW YORK PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.**

**(b) ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST MORTGAGEE, ANY LENDER OR MORTGAGOR ARISING OUT OF OR RELATING TO THIS MORTGAGE MAY AT MORTGAGEE'S OPTION (WHICH DECISION SHALL BE MADE BY THE MAJORITY LENDERS) BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE CITY OF NEW YORK, COUNTY OF NEW YORK, PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (EXCEPT ANY FORECLOSURE PROCEEDINGS AND ANCILLARY PROCEEDINGS RELATED TO THE PREMISES SHALL TAKE PLACE IN THE STATE WHERE THE LAND IS LOCATED) AND MORTGAGOR WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND MORTGAGOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. MORTGAGOR DOES HEREBY DESIGNATE AND APPOINT CORPORATION SERVICE COMPANY, 1133 AVENUE OF THE AMERICAS, SUITE 3100, NEW YORK, NEW YORK 10036 AS ITS AUTHORIZED AGENT TO ACCEPT AND ACKNOWLEDGE ON ITS BEHALF SERVICE OF ANY AND ALL PROCESS WHICH MAY BE SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY FEDERAL OR STATE COURT IN NEW YORK, NEW YORK, AND AGREES THAT SERVICE OF PROCESS UPON SAID AGENT AT SAID ADDRESS AND WRITTEN NOTICE OF SAID SERVICE MAILED OR DELIVERED TO MORTGAGOR IN THE MANNER PROVIDED HEREIN SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON MORTGAGOR, IN ANY SUCH SUIT, ACTION OR PROCEEDING IN THE STATE OF NEW YORK. MORTGAGOR (A) SHALL GIVE PROMPT NOTICE TO MORTGAGEE OF ANY CHANGED ADDRESS OF ITS AUTHORIZED AGENT HEREUNDER, (B) MAY AT ANY TIME AND FROM TIME TO TIME DESIGNATE A SUBSTITUTE AUTHORIZED AGENT WITH AN OFFICE IN NEW YORK, NEW YORK (WHICH SUBSTITUTE AGENT AND OFFICE SHALL BE DESIGNATED AS THE PERSON AND ADDRESS FOR SERVICE OF PROCESS), AND (C) SHALL PROMPTLY DESIGNATE SUCH A SUBSTITUTE IF ITS AUTHORIZED AGENT CEASES TO HAVE AN OFFICE IN NEW YORK, NEW YORK OR IS DISSOLVED WITHOUT LEAVING A SUCCESSOR.**

Nothing in this Section 6.10 shall affect the right of Mortgagee or any Lender to serve legal process in any other manner permitted by law or affect the right of Mortgagee or any Lender to bring any suit, action or proceeding against Mortgagor or the property of Mortgagor in the courts of any other jurisdiction.

**Section 6.11 WAIVER OF JURY TRIAL. MORTGAGOR, MORTGAGEE AND EACH LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE, OR ANY COURSE OF CONDUCT,**

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**COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY OR ANY EXERCISE BY ANY PARTY OF THEIR RESPECTIVE RIGHTS UNDER THIS MORTGAGE OR IN ANY WAY RELATING TO THE LOANS OR THE PROJECT (INCLUDING, WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS MORTGAGE, AND ANY CLAIM OR DEFENSE ASSERTING THAT THIS MORTGAGE WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR MORTGAGEE AND EACH LENDER TO ENTER THIS MORTGAGE.**Limitation on Liability. The provisions of Section 13.1 of the Loan Agreement shall apply to the terms of this Mortgage.Attorney-In-Fact. Mortgagor hereby irrevocably appoints Mortgagee (on behalf of the Lenders) and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within ten (10) days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the delivery of a deed in lieu of foreclosure or upon any Mortgagee's sale, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Personalty, Fixtures, and Management Agreements in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the collateral, and (d) while any Event of Default exists, to perform any obligation of Mortgagor hereunder; however: (i) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (ii) any sums advanced by Mortgagee in such performance shall be added to and included in the indebtedness secured by this Mortgage and shall bear interest at the Default Rate; (iii) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (iv) neither Mortgagee nor any Lender shall be liable to Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section 6.13. Mortgagor requests that a copy of any notice of default and notice of sale required by law be mailed to it at its address set forth in Section 6.02 above.

## ARTICLE 7

### SPECIAL STATE PROVISIONS

#### Section 7.01 Compliance with Illinois Mortgage Foreclosure Law.

(a) If any provision of this Mortgage is inconsistent with any applicable provision of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101, et. seq.) (herein the "Act"), the provisions of the Act shall take precedence over the provision of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can fairly be construed in a manner consistent with the Act.

(b) All expenses incurred by Mortgagee which are of the type referred to in Section 5/15-1510 or 5/15-1512 of the Act, whether incurred before or after any decree or

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judgment of foreclosure, and whether or not enumerated elsewhere in this Mortgage, shall be included in the Obligations and/or by the judgment of foreclosure law.

(c) If any provision of this Mortgage shall grant to Mortgagee (including Mortgagee acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of Section 4.05 of this Mortgage any powers, rights or remedies prior to, upon or following the occurrence of an Event of Default which are more limited than the powers, rights or remedies that would otherwise be vested in Mortgagee or in such receiver under the Act in the absence of said provision, Mortgagee and such receiver shall be vested with the powers, rights and remedies granted in the Act to the full extent permitted by law.

(d) Mortgagor, on behalf of itself and all persons now or hereafter interested in the Mortgaged Property, voluntarily and knowingly hereby: acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either Agricultural real estate (as defined in the 15-1201 of the Act), or Residential real estate (as defined in 15-1219 of the Act).

(e) In addition to any provision of the Mortgage authorizing Mortgagee to take or be placed in possession of the Mortgaged Property, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with Sections 15-1701 and 15-1702 of the Act, to be placed in possession of the Mortgaged Property or at its request to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in the Mortgage, all powers, immunities, and duties as provided for in Sections 15-1701 and 15-1703 of the Act.

(f) Without limitation on anything contained in this Mortgage, all advances, disbursements and expenditures made by Mortgagee before and during a foreclosure of this Mortgage, and before and after a judgment of foreclosure therein, and at any time prior to sale of the Mortgaged Property, and, where applicable, after sale of the Mortgaged Property and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage or by the Act, shall have the benefit of all applicable provisions of the Act, including those provisions of the Act referred to below (collectively, "Protective Advances"):

(i) all advances by Mortgagee in accordance with the terms of this Mortgage to: (A) preserve or maintain, repair, restore or rebuild any improvements upon the Mortgaged Property; (B) preserve the lien of this Mortgage or the priority thereof; or (C) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 5-1302 of the Act;

(ii) payments by Mortgagee of: (A) when due installments of principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance on the Mortgaged Property; (B) when due installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Mortgaged Property or any part hereof; (C) other obligations authorized by this Mortgage; or (D) with court approval, any other amounts in

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connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 15-1505 of the Act;

(iii) advances by Mortgagee in settlement or compromise of any claims asserted by claimants under senior mortgages or any prior liens;

(iv) reasonable attorneys' fees and other expenses incurred: (A) in connection with the foreclosure of this Mortgage as referred to in Section 15-1504(d)(2) and 15-1510 of the Act; (B) in connection with any action, suit or proceeding brought by or against Mortgagee for the enforcement of this Mortgage or arising from the interest of Mortgagee hereunder; or (C) in the preparation for the commencement or defense of any such foreclosure or other action;

(v) Mortgagee's fees and costs, including reasonable attorneys' fees, arising between the entry of judgment of foreclosure and confirmation hearing as referred to in Subsection (b)(1) of Section 15-1508 of the Act;

(vi) expenses deductible from proceeds of sale as referred to in subsections (a) and (b) of Section 15-1512 of the Act; and

(vii) expense incurred and expenditures made by Mortgagee for any one or more of the following: (A) if all or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof; (B) if any interest in the Mortgaged Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (C) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining existing insurance in effect at the time any receiver or mortgagee takes possession of the Mortgaged Property as imposed by subsection (c)(1) of Section 15-1704 of the Act; (D) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (E) payments required or deemed by Mortgagee to be for the benefit of the Mortgaged Property or required to be made by the owner of the Mortgaged Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Property; (F) shared or common expense assessments payable to any association or corporation in which the owner of the Mortgaged Property is a member if in any way affecting the Mortgaged Property; (G) costs incurred by Mortgagee for demolition, preparation for and completion of construction; and (H) pursuant to any lease or other agreement, for occupancy of the Mortgaged Property.

All Protective Advances shall be so much additional secured by this Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the default rate under the Note. This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this

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Mortgage is recorded pursuant to subsection (b) of Section 15-1302 of the Act. All Protective Advances shall, except to the extent, if any, that any of the same are clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in: (A) determination of the amount of Indebtedness secured by this Mortgage at any time; (B) the amount of the Indebtedness found due and owing to Mortgagee in a judgment of foreclosure and any subsequent, supplemental judgments, orders, adjudications or findings by any court of any additional Indebtedness becoming due after such entry of judgment (it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose); (C) if right of redemption is deemed not to be waived by this Mortgage, computation of any amounts required to redeem, pursuant to Subsections (d)(2) and (e) of Section 5-1603 of the Act; (D) determination of amounts deductible from sale proceeds pursuant to Section 15-1512 of the Act; (E) application of income in the hands of any receiver or Mortgagee in possession; and (F) computation of any deficiency judgment pursuant to subsections (b)(2) and (e) of Sections 15-1508 and 15-1511 of the Act.

Section 7.02 Maximum Indebtedness Secured. Notwithstanding any provision to the contrary in this Mortgage or any other Loan Document which permits any additional sums to be advanced on or after the date of this Mortgage, whether as additional loans or for any payments authorized by this Instrument, the total amount of the principal component of the Indebtedness shall not at any time exceed \$ 545,600,000.00.

Section 7.03 Waiver of Rights. Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to decree, judgment or order of any court of competent jurisdiction; or, after such sale or sales, claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof; and without limiting the foregoing:

(a) Mortgagor hereby expressly waives any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, it being the intent hereof that any and all such rights of reinstatement and redemption of Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by provisions of Illinois Compiled Statutes 735 ILCS 5/15-1601 or other applicable law or replacement statutes.

(b) Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power remedy herein or otherwise granted or delegated to Mortgagee but will suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted.

(c) If Mortgagor is a trustee, Mortgagor represents that the provisions of this paragraph (including the waiver of reinstatement and redemption rights) were made at the express direction of Mortgagor's beneficiaries and the persons having the power of

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direction over Mortgagor, and are made on behalf of the trust estate of Mortgagor and all beneficiaries of Mortgagor, as well as all other persons mentioned above.

**Section 7.04 Collateral Protection Act.** Pursuant to the requirements of the Illinois Collateral Protection Act, Mortgagor is hereby notified as follows: Unless Mortgagor provides Mortgagee with evidence of the insurance coverage required by this Mortgage or any of the other Loan Documents, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interest in the Mortgaged Property or any other collateral for the Indebtedness. This insurance may, but need not protect Mortgagor's interests. The coverage Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Mortgaged Property or any other collateral for the Indebtedness. Mortgagor may later cancel any insurance purchased by Mortgagee but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by the Mortgage or any of the other Loan Documents. If Mortgagee purchases insurance for the Mortgaged Property or any other collateral for the Indebtedness, Mortgagor will be responsible for the costs of that insurance, including interest in any other charges that Mortgagee may lawfully impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be more than the cost of insurance that Mortgagor may be able to obtain on its own and may be added to the Indebtedness and future obligations secured hereunder.

**Section 7.05 Business Loan.** Mortgagor stipulates, represents, warrants, affirms, and agrees that the Obligations secured by this Mortgage constitute loans to a corporation and/or other "Business Loans" within the meaning of Sections 205/4(a) or (c) of Chapter 815 of the Illinois Compiled Statutes, as amended.

**Section 7.06 Maturity Date.** The last stated maturity date of the Obligations secured hereby is on or before October 28, 2013.

[signature page follows]



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IN WITNESS WHEREOF, this Mortgage has been duly executed by Mortgagor as of the day and year first above written.

**GD 22 W. WASHINGTON LLC,**  
a Delaware limited liability company

By: Golub 22 W. Washington LLC,  
an Illinois limited liability company,  
its Manager

By: Golub Real Estate Corp.,  
an Illinois corporation,  
its Manager

By: 

Name: 

Title: 

Property of Cook County Clerk's Office



**UNOFFICIAL COPY****EXHIBIT A  
LEGAL DESCRIPTION OF LAND**

STREET ADDRESS: 22 W. WASHINGTON, CITY OF CHICAGO, ILLINOIS, COOK COUNTY

TAX NUMBERS:

**MEDIA TOWER PARCELS**

PARCEL MT-1: (UPPER LIMIT -85.50 C.C.D. AND NO LOWER LIMIT)  
 THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845, ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF -85.50 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 131.13 FEET TO THE PROPERTY LINE OF THE COMMONWEALTH EDISON COMPANY; THE NEXT THREE (3) COURSES BEING ALONG SAID COMMONWEALTH EDISON COMPANY PROPERTY LINE AND THE EASTERLY EXTENSION THEREOF; THENCE SOUTH 89 DEGREES, 58 MINUTES, 46 SECONDS EAST, A DISTANCE OF 54.00 FEET; THENCE SOUTH 00 DEGREE, 01 MINUTE, 22 SECONDS EAST, A DISTANCE OF 4.67 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 46 SECONDS EAST, A DISTANCE OF 21.82 FEET; THENCE SOUTH 50 DEGREES, 07 MINUTES, 57 SECONDS EAST, A DISTANCE OF 28.58 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 71.66 FEET; THENCE SOUTH 41 DEGREES, 59 MINUTES, 02 SECONDS EAST, A DISTANCE OF 34.44 FEET; THENCE SOUTH 34 DEGREES, 03 MINUTES, 23 SECONDS EAST, A DISTANCE OF 10.35 FEET; THENCE SOUTH 43 DEGREES, 07 MINUTES, 59 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 50.89 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 37 AFORESAID; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE SOUTH LINE OF BLOCK 37 AFORESAID, A DISTANCE OF 223.96 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL MT-2: (UPPER LIMIT -0.50 C.C.D. LOWER LIMIT -85.50 C.C.D.)  
 THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845; TOGETHER WITH THE ADJOINING VACATED PORTIONS OF WEST WASHINGTON STREET AND NORTH DEARBORN STREET ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF -0.50 OF A FOOT CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -85.50 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID; THENCE SOUTH 00 DEGREE, 01 MINUTE, 10 SECONDS WEST ALONG THE SOUTHWARD EXTENSION OF THE WEST LINE OF BLOCK 37 AFORESAID, A DISTANCE OF 16.00 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET

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HERETOFORE VACATED BETWEEN ELEVATION -85.50 CHICAGO CITY DATUM AND ELEVATION +14.50 CHICAGO CITY DATUM; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 16.29 FEET TO A POINT ON THE WEST LINE OF THAT PART OF NORTH DEARBORN STREET HERETOFORE VACATED BETWEEN ELEVATION -85.50 CHICAGO CITY DATUM AND ELEVATION +14.50 CHICAGO CITY DATUM, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST ALONG THE WEST LINE OF THAT PART OF NORTH DEARBORN STREET HERETOFORE VACATED AFORESAID, A DISTANCE OF 146.82 FEET TO THE WESTERLY EXTENSION OF THE PROPERTY LINE OF THE COMMONWEALTH EDISON COMPANY; THE NEXT THREE (3) COURSES BEING ALONG THE COMMONWEALTH EDISON COMPANY PROPERTY LINE AND THE WESTERLY AND EASTERLY EXTENSIONS THEREOF; THENCE SOUTH 89 DEGREES, 58 MINUTES, 46 SECONDS EAST, A DISTANCE OF 70.29 FEET; THENCE SOUTH 00 DEGREE, 01 MINUTE, 22 SECONDS EAST, A DISTANCE OF 4.67 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 46 SECONDS EAST, A DISTANCE OF 21.82 FEET; THENCE SOUTH 50 DEGREES, 07 MINUTES, 57 SECONDS EAST, A DISTANCE OF 23.58 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 71.66 FEET; THENCE SOUTH 41 DEGREES, 59 MINUTES, 02 SECONDS EAST, A DISTANCE OF 34.44 FEET; THENCE SOUTH 54 DEGREES, 03 MINUTES, 23 SECONDS EAST, A DISTANCE OF 10.33 FEET; THENCE SOUTH 43 DEGREES, 07 MINUTES, 59 SECONDS EAST, A DISTANCE OF 37.49 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 66.89 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED AFORESAID; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 240.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL MT-3: (UPPER LIMIT +14.50 C.C.D. LOWER LIMIT -0.50 C.C.D.)

THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845; TOGETHER WITH THE ADJOINING VACATED PORTIONS OF WEST WASHINGTON STREET AND NORTH DEARBORN STREET ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.50 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -0.50 OF A FOOT CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID; THENCE SOUTH 00 DEGREE, 01 MINUTE, 10 SECONDS WEST ALONG THE SOUTHWARD EXTENSION OF THE WEST LINE OF BLOCK 37 AFORESAID, A DISTANCE OF 16.00 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED BETWEEN ELEVATION -85.50 CHICAGO CITY DATUM AND ELEVATION +14.50 CHICAGO CITY DATUM; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 16.29 FEET A POINT ON THE WEST LINE OF THAT PART OF NORTH DEARBORN STREET HERETOFORE VACATED BETWEEN ELEVATION -85.50 CHICAGO CITY DATUM AND ELEVATION +14.50 CHICAGO CITY DATUM, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST, ALONG THE WEST LINE OF THAT PART OF NORTH DEARBORN STREET HERETOFORE VACATED AFORESAID, A DISTANCE OF 146.82 FEET TO THE WESTERLY EXTENSION OF THE PROPERTY LINE OF THE COMMONWEALTH EDISON COMPANY; THE NEXT THREE (3) COURSES BEING ALONG THE COMMONWEALTH EDISON COMPANY PROPERTY LINE AND THE WESTERLY AND EASTERLY EXTENSIONS THEREOF; THENCE SOUTH 89 DEGREES, 58 MINUTES, 46 SECONDS EAST, A DISTANCE OF 70.29 FEET; THENCE SOUTH 00 DEGREE, 01 MINUTE, 22 SECONDS EAST, A DISTANCE OF 4.67 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 46 SECONDS EAST, A DISTANCE OF 26.91 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 6.35 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 100.29 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 18.20 FEET;

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THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 28.35 FEET; THENCE SOUTH 45 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 34.69 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 97.85 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED AFORESAID; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 250.47 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL MT-4: (UPPER LIMIT +29.50 C.C.D. LOWER LIMIT +14.50 C.C.D.)

THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845, ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.50 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.50 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 89.92 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 70.52 FEET; THENCE NORTH 58 DEGREES, 10 MINUTES, 30 SECONDS EAST, A DISTANCE OF 55.15 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 26.31 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 6.46 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 50.50 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 10.32 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 15.05 FEET; THENCE SOUTH 45 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 35.16 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 77.94 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 0.42 OF A FOOT; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 3.92 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 37 AFORESAID; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE SOUTH LINE OF BLOCK 37 AFORESAID, A DISTANCE OF 234.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL MT-5: (UPPER LIMIT +34.50 C.C.D. LOWER LIMIT +29.50 C.C.D.)

THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845, ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.50 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.50 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID; THENCE SOUTH 00 DEGREE, 01 MINUTE, 10 SECONDS WEST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 37 AFORESAID, A DISTANCE OF 4.50 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED BETWEEN ELEVATION +29.50 CHICAGO CITY DATUM AND ELEVATION +689.50 CHICAGO CITY DATUM, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST ALONG THE WEST LINE OF SAID BLOCK 37 AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 94.42 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 70.52 FEET; THENCE NORTH 58 DEGREES, 10 MINUTES, 30 SECONDS EAST, A DISTANCE OF 55.15 FEET; THENCE SOUTH

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90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 26.31 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 6.46 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 50.50 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 10.32 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 15.05 FEET; THENCE SOUTH 45 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 35.16 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 77.94 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 0.42 OF A FOOT; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 7.92 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED AFORESAID; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 208.56 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 59 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 26.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL MT-6: (UPPER LIMIT +52.50 C.C.D. LOWER LIMIT +34.50 C.C.D.)

THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845; TOGETHER WITH THE ADJOINING VACATED PORTION OF WEST WASHINGTON STREET ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +52.50 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.50 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID; THENCE SOUTH 00 DEGREE, 01 MINUTE, 10 SECONDS WEST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 37 AFORESAID, A DISTANCE OF 4.50 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED BETWEEN ELEVATION +29.50 CHICAGO CITY DATUM AND ELEVATION +689.50 CHICAGO CITY DATUM, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST ALONG THE WEST LINE OF SAID BLOCK 37 AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 94.42 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 70.52 FEET; THENCE NORTH 58 DEGREES, 10 MINUTES, 30 SECONDS EAST, A DISTANCE OF 55.13 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 26.31 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 6.46 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 50.50 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 2.88 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 39.92 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 01 SECOND WEST, A DISTANCE OF 110.25 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 0.42 OF A FOOT; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 7.92 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED AFORESAID; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 208.56 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 59 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 26.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL MT-7: (UPPER LIMIT +103.83 C.C.D. LOWER LIMIT +52.50 C.C.D.)

THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE

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STATE OF ILLINOIS, APPROVED MARCH 3, 1845; TOGETHER WITH THE ADJOINING VACATED PORTION OF WEST WASHINGTON STREET ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +103.83 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +52.50 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID; THENCE SOUTH 00 DEGREE, 01 MINUTE, 10 SECONDS WEST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 37 AFORESAID, A DISTANCE OF 4.50 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED BETWEEN ELEVATION +29.50 CHICAGO CITY DATUM AND ELEVATION +689.50 CHICAGO CITY DATUM, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST ALONG THE WEST LINE OF SAID BLOCK 37 AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 123.50 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 234.09 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 119.58 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 0.42 OF A FOOT; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 7.92 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED AFORESAID; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 208.56 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 59 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 26.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL MT-8: (UPPER LIMIT +117.83 C.C.D. LOWER LIMIT +103.83 C.C.D.)

THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845; TOGETHER WITH THE ADJOINING VACATED PORTION OF WEST WASHINGTON STREET ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +117.83 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +103.83 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID; THENCE SOUTH 00 DEGREE, 01 MINUTE, 10 SECONDS WEST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 37 AFORESAID, A DISTANCE OF 4.50 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED BETWEEN ELEVATION +29.50 CHICAGO CITY DATUM AND ELEVATION +689.50 CHICAGO CITY DATUM, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST ALONG THE WEST LINE OF SAID BLOCK 37 AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 123.50 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 234.50 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 32.64 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 3.58 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 90.20 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 1.75 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 4.63 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED AFORESAID; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 206.73 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 59 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 26.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL MT-9: (UPPER LIMIT +689.50 C.C.D. LOWER LIMIT +117.83 C.C.D.)

THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN

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BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845; TOGETHER WITH THE ADJOINING VACATED PORTION OF WEST WASHINGTON STREET ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +689.50 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +117.83 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID; THENCE SOUTH 00 DEGREE, 01 MINUTE, 10 SECONDS WEST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 37 AFORESAID, A DISTANCE OF 4.50 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED BETWEEN ELEVATION +29.50 CHICAGO CITY DATUM AND ELEVATION +689.50 CHICAGO CITY DATUM, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST ALONG THE WEST LINE OF SAID BLOCK 37 AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 123.50 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 234.50 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 127.50 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED AFORESAID; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 208.56 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 59 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 26.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL MT-10: (NO UPPER LIMIT LOWER LIMIT +689.50 C.C.D.)

THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845, ALL TAKEN AS A TRACT LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +689.50 FEET CHICAGO CITY DATUM AND LYING FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST ALONG THE WEST LINE OF SAID BLOCK 37, A DISTANCE OF 119.00 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECOND EAST, A DISTANCE OF 234.50 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTES, 00 SECOND WEST, A DISTANCE OF 123.50 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 37 AFORESAID; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 234.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL 1:

NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 1, AS CREATED BY DECLARATION OF EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS, DATED NOVEMBER 10, 2005 AND RECORDED NOVEMBER 14, 2005 AS DOCUMENT 0531834084, MADE BY CHICAGO TRANSIT AUTHORITY, A MUNICIPAL CORPORATION OF THE STATE OF ILLINOIS; 108 NORTH STATE STREET II, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY; BLOCK 37, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY AND BLOCK 37 OFFICE, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, FOR THE FOLLOWING PURPOSES:

(A) INGRESS, EGRESS AND ACCESS TO AND FROM THE BLOCK 37 PARCEL OVER, UNDER, ACROSS AND THROUGH THE PORTION OF THE DEVELOPMENT SITE FOR THE PURPOSE OF DEVELOPMENT AND CONSTRUCTION OF THE DEVELOPMENT PROJECT AND THE CTA PROJECT, INCLUDING; WITHOUT LIMITATION, CONSTRUCTION AND COMPLETION BY 108 NORTH STATE STREET II, L.L.C. OF THE MILLS PORTION OF THE CTA PROJECT PURSUANT TO THE DEVELOPMENT AGREEMENT



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(SUCH EASEMENT TO INCLUDE, WITHOUT LIMITATION, NECESSARY EXCAVATION, TUNNELING, CONSTRUCTION, MATERIAL STORAGE AND ALL OTHER RELATED CONSTRUCTION ACTIVITY BY CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SURVEYORS, CONSULTANTS, EMPLOYEES AND AGENTS FROM TIME TO TIME OF BLOCK 37, L.L.C.; 108 NORTH STATE STREET II, L.L.C.; BLOCK 37 OFFICE, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY AND CHICAGO TRANSIT AUTHORITY, AS THE CASE MAY BE) (DEFINED THEREIN AS THE "CONSTRUCTION ACCESS EASEMENTS");

(B) SUPPORT IN AND TO ALL STRUCTURAL MEMBERS, SLABS, CAISSONS, BEAMS, FOUNDATIONS, COLUMNS AND OTHER FACILITIES LOCATED WITHIN THE DEVELOPMENT PROJECT (DEFINED THEREIN AS THE "SUPPORT EASEMENTS");

(C) INSTALLATION, USE AND MAINTENANCE OF UTILITY LINES AND FACILITIES, INCLUDING THE RIGHT TO INSTALL, LAY, MAINTAIN, REPAIR, REPLACE LINES, WIRES, CONDUITS AND EQUIPMENT FOR UTILITY SERVICE REQUIRED FOR THE DEVELOPMENT PROJECT (DEFINED THEREIN AS THE "UTILITY EASEMENTS");

(D) CONSTRUCTION, USE AND MAINTENANCE OF COMMON WALLS, FLOORS, CEILINGS AND ENCLOSURES ALONG ANY COMMON PROPERTY LINES AND BOUNDARIES, INCLUDING THE RIGHT TO MAINTAIN UNINTENTIONAL ENCROACHMENTS RESULTING FROM CONSTRUCTION OF THE DEVELOPMENT PROJECT (DEFINED THEREIN AS THE "COMMON EASEMENTS");

(E) SUCH EASEMENTS AS SHALL BE REASONABLY NECESSARY FOR THE CONSTRUCTION, REPAIR, REPLACEMENT, MAINTENANCE AND OPERATION OF THE DEVELOPMENT PROJECT (DEFINED THEREIN AS "MISCELLANEOUS EASEMENT"), AND,

(F) INGRESS, EGRESS AND ACCESS OVER, ACROSS AND THROUGH THE CTA PARCEL AND THE EXISTING CTA FACILITIES AS SHALL BE REQUIRED TO ENABLE 108 NORTH STATE STREET II, L.L.C. TO EXERCISE THE "MILLS SELF-HELP RIGHT", AS PROVIDED IN THE DEVELOPMENT AGREEMENT (DEFINED THEREIN AS THE "MILLS SELF-HELP RIGHT EASEMENTS").

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## EXHIBIT B PERSONAL PROPERTY COLLATERAL

As used in this Exhibit B, the term "Premises" means that certain real property, including all improvements thereon, more particularly described in Schedule 1 attached hereto. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of October 28, 2008 by and from GD 22 W. WASHINGTON LLC, a Delaware limited liability company ("Debtor"), in favor of ING REAL ESTATE FINANCE (USA) LLC, as Administrative Agent for the Lenders referred to therein (collectively, the "Secured Party") (as amended, modified, extended, split or consolidated, the "Mortgage").

(a) All personal property in all of its forms, including, without limitation, all goods, supplies, equipment, furniture, furnishings, fixtures, machinery, inventory (including, without limitation, inventory as such term is defined in the Uniform Commercial Code), raw materials, work in process and construction materials which Debtor now or hereafter owns or in which Debtor now or hereafter acquires an interest or right, including, without limitation, those in which Debtor has an interest or right of any kind, those which are now or hereafter located on or affixed to the Premises, and those in transit thereto or in any other location, or used or useful in the operation, use or occupancy of the Premises or the construction of any improvements thereon, including, without limitation, all documents of title with respect to such personal property, any interest of Debtor in and to personal property that is leased or subject to any superior security interest, all books, records, ledger cards, leases, other documents of whatever kind or character, relating to the Premises,

(b) All computer programs, tapes, disks and related data processing software (owned by Debtor or in which it has an interest) that at any time evidence or contain information relating to the Premises or to Debtor's business thereon,

(c) All fees, income, rents, issues, profits, earnings, receipts, royalties and revenues which, after the date hereof and while any portion of the indebtedness secured hereby remains unpaid, may accrue to Debtor from such goods, fixtures, furnishings, equipment and building materials or any part thereof located on the Premises, or which may be received or receivable by Debtor from any hiring, using, letting, leasing, subhiring, subletting, or subleasing of the Premises;

(d) All of Debtor's present and future rights and claims to receive payments of money, utility deposits, services or property relating to the Premises, including, without limitation, rights to all deposits from tenants of the Premises, rights to receive payment with respect to media and advertising agreements and sponsorships, amounts payable on account of the sale of interests in Debtor, accounts receivable, deposit or other accounts (including, without limitation, deposit accounts maintained with Secured Party; and accounts as that term is defined in the Uniform Commercial Code), chattel paper, notes, drafts, contract rights, rights to performance, instruments (including, without limitation, instruments as such term is defined in the Uniform Commercial Code), general intangibles, principal, interest and payments due on account of goods sold, services rendered, loans made or credit extended, guaranties, letters of credit, documents, drafts, acceptances, and tax refunds, together with title or interest in all

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documents evidencing or securing the same, and judgments taken on any rights or claims which now or hereafter relate to, are derived from or used in connection with the Premises or the ownership, construction, use, operation, maintenance, occupancy or enjoyment thereof or the conduct of business or activities therefrom;

(e) All of Debtor's rights and interests in all other general intangibles including all payment intangibles (as in the foregoing terms are defined in Uniform Commercial Code) and rights relating to the Premises or the construction, development, use or operation thereof, or used in connection therewith, including but not limited to all governmental permits relating to construction or other activities on the Premises, all names under or by which the Premises may at any time be operated or known, all rights to carry on business under any such names, or any variant thereof, all trade names, trademarks and franchises relating in any way to the Premises, all patents and copyrights of Debtor relating in any way to the Premises, all good will in any way relating to the Premises, all licenses and permits relating in any way to, or to the operation of, the Premises, all contract rights, all options, all purchase orders, all manufacturers' warranties with respect to improvements, all construction contracts, all maintenance contracts, and all of Debtor's claims and rights arising under or pursuant to Section 365 of the Bankruptcy Code, 11 U.S.C. § 365;

(f) All of Debtor's rights under all warranties, guaranties or insurance policies (whether or not Secured Party is the loss payee thereunder) covering the Premises or any of the aforesaid collateral, and all proceeds, loss payments and premium refunds payable regarding the same;

(g) All of Debtor's rights and interests in reserves, deferred payments, deposits, refunds, cost savings and payments of any kind relating to the construction of any improvements on the Premises;

(h) All of Debtor's rights and interests in all causes of action, claims compensation and recoveries for any damage to or condemnation or taking of the Premises or the aforesaid collateral, or for any conveyance in lieu thereof, whether direct or consequential, or for any damage or injury to the Premises or the aforesaid collateral, or for any loss or diminution in value of the Premises or the aforesaid collateral;

(i) All architectural, structural, mechanical and engineering plans and specifications prepared for construction of improvements or extraction of minerals or gravel from the Premises and all studies, data and drawings related thereto; and also all contracts and agreements relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings or to the construction of improvements on or extraction of minerals or gravel from the Premises;

(j) All sums on deposit with the Secured Party for any reason whatsoever pursuant to the terms and provisions of the Mortgage;

(k) All water stock relating to the premises, all shares of stock or other evidence of ownership of any part of the Premises that is owned by Debtor in common with

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others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Premises; and

(l) All proceeds, products, offspring, rents, profits, income, benefits, accessions, substitutions and replacements from sale, collection, exchange or other disposition of the aforesaid collateral, whether such disposition is voluntary or involuntary.

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## SCHEDULE 1

### LEGAL DESCRIPTION OF LAND

#### MEDIA TOWER PARCELS

PARCEL MT-1: (UPPER LIMIT -85.50 C.C.D. AND NO LOWER LIMIT)

THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845, ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF -85.50 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 131.13 FEET TO THE PROPERTY LINE OF THE COMMONWEALTH EDISON COMPANY; THE NEXT THREE (3) COURSES BEING ALONG SAID COMMONWEALTH EDISON COMPANY PROPERTY LINE AND THE EASTERLY EXTENSION THEREOF; THENCE SOUTH 89 DEGREES, 58 MINUTES, 46 SECONDS EAST, A DISTANCE OF 54.00 FEET; THENCE SOUTH 00 DEGREE, 01 MINUTE, 22 SECONDS EAST, A DISTANCE OF 4.67 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 46 SECONDS EAST, A DISTANCE OF 21.82 FEET; THENCE SOUTH 50 DEGREES, 07 MINUTES, 57 SECONDS EAST, A DISTANCE OF 28.58 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 71.66 FEET; THENCE SOUTH 41 DEGREES, 59 MINUTES, 02 SECONDS EAST, A DISTANCE OF 34.44 FEET; THENCE SOUTH 34 DEGREES, 03 MINUTES, 23 SECONDS EAST, A DISTANCE OF 10.33 FEET; THENCE SOUTH 43 DEGREES, 07 MINUTES, 59 SECONDS EAST, A DISTANCE OF 37.49 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 50.89 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 37 AFORESAID; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE SOUTH LINE OF BLOCK 37 AFORESAID, A DISTANCE OF 223.96 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL MT-2: (UPPER LIMIT -0.50 C.C.D. LOWER LIMIT -85.50 C.C.D.)

THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845; TOGETHER WITH THE ADJOINING VACATED PORTIONS OF WEST WASHINGTON STREET AND NORTH DEARBORN STREET ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF -0.50 OF A FOOT CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -85.50 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID; THENCE SOUTH 00 DEGREE, 01 MINUTE, 10 SECONDS WEST ALONG THE SOUTHWARD EXTENSION OF THE WEST LINE OF BLOCK 37 AFORESAID, A DISTANCE OF 16.00 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED BETWEEN ELEVATION -85.50 CHICAGO CITY DATUM AND ELEVATION +14.50 CHICAGO CITY DATUM; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS

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WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 16.29 FEET TO A POINT ON THE WEST LINE OF THAT PART OF NORTH DEARBORN STREET HERETOFORE VACATED BETWEEN ELEVATION -85.50 CHICAGO CITY DATUM AND ELEVATION +14.50 CHICAGO CITY DATUM, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST ALONG THE WEST LINE OF THAT PART OF NORTH DEARBORN STREET HERETOFORE VACATED AFORESAID, A DISTANCE OF 146.82 FEET TO THE WESTERLY EXTENSION OF THE PROPERTY LINE OF THE COMMONWEALTH EDISON COMPANY; THE NEXT THREE (3) COURSES BEING ALONG THE COMMONWEALTH EDISON COMPANY PROPERTY LINE AND THE WESTERLY AND EASTERLY EXTENSIONS THEREOF; THENCE SOUTH 89 DEGREES, 58 MINUTES, 46 SECONDS EAST, A DISTANCE OF 70.29 FEET; THENCE SOUTH 00 DEGREE, 01 MINUTE, 22 SECONDS EAST, A DISTANCE OF 4.67 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 46 SECONDS EAST, A DISTANCE OF 21.82 FEET; THENCE SOUTH 50 DEGREES, 07 MINUTES, 57 SECONDS EAST, A DISTANCE OF 28.58 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 71.66 FEET; THENCE SOUTH 41 DEGREES, 59 MINUTES, 02 SECONDS EAST, A DISTANCE OF 34.44 FEET; THENCE SOUTH 34 DEGREES, 03 MINUTES, 23 SECONDS EAST, A DISTANCE OF 10.33 FEET; THENCE SOUTH 43 DEGREES, 07 MINUTES, 59 SECONDS EAST, A DISTANCE OF 37.49 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 66.89 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED AFORESAID; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 240.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL MT-3: (UPPER LIMIT +14.50 C.C.D. LOWER LIMIT -0.50 C.C.D.)

THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845; TOGETHER WITH THE ADJOINING VACATED PORTIONS OF WEST WASHINGTON STREET AND NORTH DEARBORN STREET ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.50 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -0.50 OF A FOOT CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID; THENCE SOUTH 00 DEGREE, 01 MINUTE, 10 SECONDS WEST ALONG THE SOUTHWARD EXTENSION OF THE WEST LINE OF BLOCK 37 AFORESAID, A DISTANCE OF 16.00 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED BETWEEN ELEVATION -85.50 CHICAGO CITY DATUM AND ELEVATION +14.50 CHICAGO CITY DATUM; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 16.29 FEET A POINT ON THE WEST LINE OF THAT PART OF NORTH DEARBORN STREET HERETOFORE VACATED BETWEEN ELEVATION -85.50 CHICAGO CITY DATUM AND ELEVATION +14.50 CHICAGO CITY DATUM, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST, ALONG THE WEST LINE OF THAT PART OF NORTH DEARBORN STREET HERETOFORE VACATED AFORESAID, A DISTANCE OF 146.82 FEET TO THE WESTERLY EXTENSION OF THE PROPERTY LINE OF THE COMMONWEALTH EDISON COMPANY; THE NEXT THREE (3) COURSES BEING ALONG THE COMMONWEALTH EDISON COMPANY PROPERTY LINE AND THE WESTERLY AND EASTERLY EXTENSIONS THEREOF; THENCE SOUTH 89 DEGREES, 58 MINUTES, 46 SECONDS EAST, A DISTANCE OF 70.29 FEET; THENCE SOUTH 00 DEGREE, 01 MINUTE, 22 SECONDS EAST, A DISTANCE OF 4.67 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 46 SECONDS EAST, A DISTANCE OF 26.91 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 6.35 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 100.29 FEET; THENCE SOUTH 00 DEGREE, 00

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MINUTE, 00 SECOND WEST, A DISTANCE OF 18.20 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 28.35 FEET; THENCE SOUTH 45 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 34.69 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 97.85 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED AFORESAID; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 250.47 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL MT-4: (UPPER LIMIT +29.50 C.C.D. LOWER LIMIT +14.50 C.C.D.)

THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845, ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.50 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.50 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 89.92 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 70.52 FEET; THENCE NORTH 58 DEGREES, 10 MINUTES, 30 SECONDS EAST, A DISTANCE OF 55.15 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 26.31 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 6.46 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 50.50 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 10.32 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 15.05 FEET; THENCE SOUTH 45 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 35.16 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 77.94 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 0.42 OF A FOOT; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 3.92 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 37 AFORESAID; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE SOUTH LINE OF BLOCK 37 AFORESAID, A DISTANCE OF 234.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL MT-5: (UPPER LIMIT +34.50 C.C.D. LOWER LIMIT +29.50 C.C.D.)

THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845, ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.50 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.50 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID; THENCE SOUTH 00 DEGREE, 01 MINUTE, 10 SECONDS WEST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 37

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AFORESAID, A DISTANCE OF 4.50 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED BETWEEN ELEVATION +29.50 CHICAGO CITY DATUM AND ELEVATION +689.50 CHICAGO CITY DATUM, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST ALONG THE WEST LINE OF SAID BLOCK 37 AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 94.42 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 70.52 FEET; THENCE NORTH 58 DEGREES, 10 MINUTES, 30 SECONDS EAST, A DISTANCE OF 55.15 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 26.31 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 6.46 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 50.50 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 10.32 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 13.05 FEET; THENCE SOUTH 45 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 35.16 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 77.94 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 0.42 OF A FOOT; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 7.92 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED AFORESAID; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 208.56 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 59 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 26.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL MT-6: (UPPER LIMIT +52.50 C.C.D. LOWER LIMIT +34.50 C.C.D.)

THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845; TOGETHER WITH THE ADJOINING VACATED PORTION OF WEST WASHINGTON STREET ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +52.50 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.50 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID; THENCE SOUTH 00 DEGREE, 01 MINUTE, 10 SECONDS WEST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 37 AFORESAID, A DISTANCE OF 4.50 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED BETWEEN ELEVATION +29.50 CHICAGO CITY DATUM AND ELEVATION +689.50 CHICAGO CITY DATUM, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST ALONG THE WEST LINE OF SAID BLOCK 37 AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 94.42 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 70.52 FEET; THENCE NORTH 58 DEGREES, 10 MINUTES, 30 SECONDS EAST, A DISTANCE OF 55.15 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 26.31 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 6.46 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 50.50 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 2.88 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 39.92 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 01 SECOND WEST, A DISTANCE OF 110.25 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 0.42 OF A FOOT; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 7.92 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED AFORESAID; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 208.56 FEET; THENCE NORTH 89 DEGREES, 59



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MINUTES, 59 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 26.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL MT-7: (UPPER LIMIT +103.83 C.C.D. LOWER LIMIT +52.50 C.C.D.)

THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845; TOGETHER WITH THE ADJOINING VACATED PORTION OF WEST WASHINGTON STREET ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +103.83 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +52.50 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID; THENCE SOUTH 00 DEGREE, 01 MINUTE, 10 SECONDS WEST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 37 AFORESAID, A DISTANCE OF 4.50 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED BETWEEN ELEVATION +29.50 CHICAGO CITY DATUM AND ELEVATION +689.50 CHICAGO CITY DATUM, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST ALONG THE WEST LINE OF SAID BLOCK 37 AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 223.50 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 234.09 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 119.58 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 0.42 OF A FOOT; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 7.92 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED AFORESAID; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 208.56 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 59 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 26.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL MT-8: (UPPER LIMIT +117.83 C.C.D. LOWER LIMIT +103.83 C.C.D.)

THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845; TOGETHER WITH THE ADJOINING VACATED PORTION OF WEST WASHINGTON STREET ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +117.83 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +103.83 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID; THENCE SOUTH 00 DEGREE, 01 MINUTE, 10 SECONDS WEST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 37 AFORESAID, A DISTANCE OF 4.50 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED BETWEEN ELEVATION +29.50 CHICAGO CITY DATUM AND ELEVATION +689.50 CHICAGO CITY DATUM, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST ALONG THE WEST LINE OF SAID BLOCK 37 AND

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ITS SOUTHERLY EXTENSION; A DISTANCE OF 123.50 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 234.50 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 32.64 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 3.58 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 90.20 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 1.75 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 4.63 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED AFORESAID; THENCE NORTH 88 DEGREES, DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 206.73 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 59 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 26.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL MT-9: (UPPER LIMIT +689.50 C.C.D. LOWER LIMIT +117.83 C.C.D.)

THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845; TOGETHER WITH THE ADJOINING VACATED PORTION OF WEST WASHINGTON STREET ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +689.50 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +117.83 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID; THENCE SOUTH 00 DEGREE, 01 MINUTE, 10 SECONDS WEST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 37 AFORESAID, A DISTANCE OF 4.50 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED BETWEEN ELEVATION -29.50 CHICAGO CITY DATUM AND ELEVATION +689.50 CHICAGO CITY DATUM, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST ALONG THE WEST LINE OF SAID BLOCK 37 AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 123.50 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 234.50 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 127.50 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED AFORESAID; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 208.56 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 59 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 26.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL MT-10: (NO UPPER LIMIT LOWER LIMIT +689.50 C.C.D.)

THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845, ALL TAKEN AS A TRACT LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +689.50 FEET CHICAGO CITY DATUM AND LYING FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST ALONG THE WEST LINE OF SAID BLOCK 37, A DISTANCE OF 119.00

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FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECOND EAST, A DISTANCE OF 234.50 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTES, 00 SECOND WEST, A DISTANCE OF 123.50 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 37 AFORESAID; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 234.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**EASEMENT PARCEL 1:**

NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 1, AS CREATED BY DECLARATION OF EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS, DATED NOVEMBER 10, 2005 AND RECORDED NOVEMBER 14, 2005 AS DOCUMENT 0531834084, MADE BY CHICAGO TRANSIT AUTHORITY, A MUNICIPAL CORPORATION OF THE STATE OF ILLINOIS; 108 NORTH STATE STREET II, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY; BLOCK 37, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY AND BLOCK 37 OFFICE, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, FOR THE FOLLOWING PURPOSES:

(A) INGRESS, EGRESS AND ACCESS TO AND FROM THE BLOCK 37 PARCEL OVER, UNDER, ACROSS AND THROUGH THE PORTION OF THE DEVELOPMENT SITE FOR THE PURPOSE OF DEVELOPMENT AND CONSTRUCTION OF THE DEVELOPMENT PROJECT AND THE CTA PROJECT, INCLUDING, WITHOUT LIMITATION, CONSTRUCTION AND COMPLETION BY 108 NORTH STATE STREET II, L.L.C. OF THE MILLS PORTION OF THE CTA PROJECT PURSUANT TO THE DEVELOPMENT AGREEMENT (SUCH EASEMENT TO INCLUDE, WITHOUT LIMITATION, NECESSARY EXCAVATION, TUNNELING, CONSTRUCTION, MATERIAL STORAGE AND ALL OTHER RELATED CONSTRUCTION ACTIVITY BY CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SURVEYORS, CONSULTANTS, EMPLOYEES AND AGENTS FROM TIME TO TIME OF BLOCK 37, L.L.C.; 108 NORTH STATE STREET II, L.L.C.; BLOCK 37 OFFICE, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY AND CHICAGO TRANSIT AUTHORITY, AS THE CASE MAY BE) (DEFINED THEREIN AS THE "CONSTRUCTION ACCESS EASEMENTS");

(B) SUPPORT IN AND TO ALL STRUCTURAL MEMBERS, SLABS, CAISSONS, BEAMS, FOUNDATIONS, COLUMNS AND OTHER FACILITIES LOCATED WITHIN THE DEVELOPMENT PROJECT (DEFINED THEREIN AS THE "SUPPORT EASEMENTS");

(C) INSTALLATION, USE AND MAINTENANCE OF UTILITY LINES AND FACILITIES, INCLUDING THE RIGHT TO INSTALL, LAY, MAINTAIN, REPAIR, REPLACE LINES, WIRES, CONDUITS AND EQUIPMENT FOR UTILITY SERVICE REQUIRED FOR THE DEVELOPMENT PROJECT (DEFINED THEREIN AS THE "UTILITY EASEMENTS");

(D) CONSTRUCTION, USE AND MAINTENANCE OF COMMON WALLS, FLOORS, CEILINGS AND ENCLOSURES ALONG ANY COMMON PROPERTY LINES AND BOUNDARIES, INCLUDING THE RIGHT TO MAINTAIN UNINTENTIONAL ENCROACHMENTS RESULTING FROM CONSTRUCTION OF THE DEVELOPMENT PROJECT (DEFINED THEREIN AS THE "COMMON EASEMENTS");

(E) SUCH EASEMENTS AS SHALL BE REASONABLY NECESSARY FOR THE CONSTRUCTION, REPAIR, REPLACEMENT, MAINTENANCE AND OPERATION OF

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THE DEVELOPMENT PROJECT (DEFINED THEREIN AS "MISCELLANEOUS EASEMENT"); AND,

(F) INGRESS, EGRESS AND ACCESS OVER, ACROSS AND THROUGH THE CTA PARCEL AND THE EXISTING CTA FACILITIES AS SHALL BE REQUIRED TO ENABLE 108 NORTH STATE STREET I I, L.L.C. TO EXERCISE THE "MILLS SELF-HELP RIGHT", AS PROVIDED IN THE DEVELOPMENT AGREEMENT (DEFINED THEREIN AS THE "MILLS SELF-HELP RIGHT EASEMENTS").

PROPERTY ADDRESS: 22 W. WASHINGTON, CHICAGO, ILLINOIS

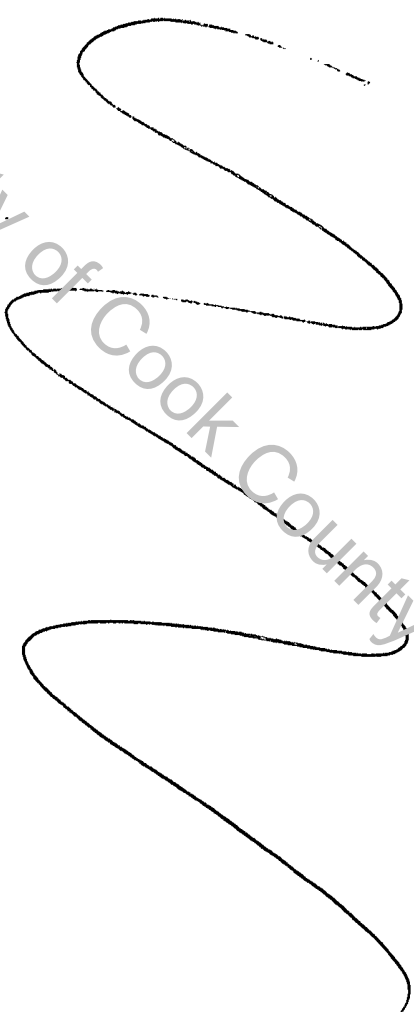
PERMANENT TAX NUMBERS: 17-9-451-028-0000 17-09-451-029-0000 17-09-451-030-0000 17-09-451-031-0000 17-09-451-032-0000 17-09-451-033-0000 17-09-451-034-0000 17-09-451-035-0000

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## SCHEDULE 2

### LEGAL DESCRIPTION

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## MEDIA TOWER PARCELS

PARCEL MT-1: (UPPER LIMIT -85.50 C.C.D. AND NO LOWER LIMIT)

THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845, ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF -85.50 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 131.13 FEET TO THE PROPERTY LINE OF THE COMMONWEALTH EDISON COMPANY; THE NEXT THREE (3) COURSES BEING ALONG SAID COMMONWEALTH EDISON COMPANY PROPERTY LINE AND THE EASTERLY EXTENSION THEREOF; THENCE SOUTH 89 DEGREES, 58 MINUTES, 46 SECONDS EAST, A DISTANCE OF 54.00 FEET; THENCE SOUTH 00 DEGREE, 01 MINUTE, 22 SECONDS EAST, A DISTANCE OF 4.67 FEET; THENCE SOUTH 39 DEGREES, 58 MINUTES, 46 SECONDS EAST, A DISTANCE OF 21.82 FEET; THENCE SOUTH 50 DEGREES, 07 MINUTES, 57 SECONDS EAST, A DISTANCE OF 28.58 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 71.66 FEET; THENCE SOUTH 41 DEGREES, 59 MINUTES, 02 SECONDS EAST, A DISTANCE OF 34.44 FEET; THENCE SOUTH 34 DEGREES, 03 MINUTES, 23 SECONDS EAST, A DISTANCE OF 10.33 FEET; THENCE SOUTH 43 DEGREES, 07 MINUTES, 59 SECONDS EAST, A DISTANCE OF 37.49 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 50.89 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 37 AFORESAID; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE SOUTH LINE OF BLOCK 37 AFORESAID, A DISTANCE OF 223.96 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL MT-2: (UPPER LIMIT -0.50 C.C.D. LOWER LIMIT -85.50 C.C.D.)

THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845; TOGETHER WITH THE ADJOINING VACATED PORTIONS OF WEST WASHINGTON STREET AND NORTH DEARBORN STREET ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF -0.50 OF A FOOT CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -85.50 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID; THENCE SOUTH 00 DEGREE, 01 MINUTE, 10 SECONDS WEST ALONG THE SOUTHWARD EXTENSION OF THE WEST LINE OF BLOCK 37 AFORESAID, A DISTANCE OF 16.00 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED BETWEEN ELEVATION -85.50 CHICAGO CITY DATUM AND ELEVATION +14.50 CHICAGO CITY DATUM; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A

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DISTANCE OF 16.29 FEET TO A POINT ON THE WEST LINE OF THAT PART OF NORTH DEARBORN STREET HERETOFORE VACATED BETWEEN ELEVATION -85.50 CHICAGO CITY DATUM AND ELEVATION +14.50 CHICAGO CITY DATUM, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST ALONG THE WEST LINE OF THAT PART OF NORTH DEARBORN STREET HERETOFORE VACATED AFORESAID, A DISTANCE OF 146.82 FEET TO THE WESTERLY EXTENSION OF THE PROPERTY LINE OF THE COMMONWEALTH EDISON COMPANY; THE NEXT THREE (3) COURSES BEING ALONG THE COMMONWEALTH EDISON COMPANY PROPERTY LINE AND THE WESTERLY AND EASTERLY EXTENSIONS THEREOF; THENCE SOUTH 89 DEGREES, 58 MINUTES, 46 SECONDS EAST, A DISTANCE OF 70.29 FEET; THENCE SOUTH 00 DEGREE, 01 MINUTE, 22 SECONDS EAST, A DISTANCE OF 4.67 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 46 SECONDS EAST, A DISTANCE OF 21.82 FEET; THENCE SOUTH 50 DEGREES, 07 MINUTES, 57 SECONDS EAST, A DISTANCE OF 28.58 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 71.66 FEET; THENCE SOUTH 41 DEGREES, 59 MINUTES, 02 SECONDS EAST, A DISTANCE OF 34.44 FEET; THENCE SOUTH 34 DEGREES, 03 MINUTES, 23 SECONDS EAST, A DISTANCE OF 10.33 FEET; THENCE SOUTH 43 DEGREES, 07 MINUTES, 59 SECONDS EAST, A DISTANCE OF 37.49 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 66.89 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED AFORESAID; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 240.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL MT-3: (UPPER LIMIT +14.50 C.C.D. LOWER LIMIT -0.50 C.C.D.)

THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845; TOGETHER WITH THE ADJOINING VACATED PORTIONS OF WEST WASHINGTON STREET AND NORTH DEARBORN STREET ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.50 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -0.50 OF A FOOT CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID; THENCE SOUTH 00 DEGREE, 01 MINUTE, 10 SECONDS WEST ALONG THE SOUTHWARD EXTENSION OF THE WEST LINE OF BLOCK 37 AFORESAID, A DISTANCE OF 16.00 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED BETWEEN ELEVATION -85.50 CHICAGO CITY DATUM AND ELEVATION +14.50 CHICAGO CITY DATUM; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 16.29 FEET A POINT ON THE WEST LINE OF THAT PART OF NORTH DEARBORN STREET HERETOFORE VACATED BETWEEN ELEVATION -85.50 CHICAGO CITY DATUM AND ELEVATION +14.50 CHICAGO CITY DATUM, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST, ALONG THE WEST LINE OF THAT PART OF NORTH DEARBORN STREET HERETOFORE VACATED AFORESAID; A DISTANCE OF 146.82 FEET TO THE WESTERLY EXTENSION OF THE PROPERTY LINE OF THE COMMONWEALTH EDISON COMPANY; THE NEXT THREE (3) COURSES BEING ALONG THE COMMONWEALTH EDISON COMPANY PROPERTY LINE AND THE WESTERLY AND EASTERLY EXTENSIONS THEREOF; THENCE SOUTH 89 DEGREES, 58 MINUTES, 46 SECONDS EAST, A DISTANCE OF 70.29 FEET; THENCE SOUTH 00 DEGREE, 01 MINUTE, 22 SECONDS EAST, A DISTANCE OF 4.67 FEET; THENCE SOUTH 89 DEGREES, 58 MINUTES, 46 SECONDS EAST, A

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DISTANCE OF 26.91 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 6.35 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 100.29 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 18.20 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 28.35 FEET; THENCE SOUTH 45 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 34.69 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 97.85 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED AFORESAID; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 250.47 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL MT-4: (UPPER LIMIT +29.50 C.C.D. LOWER LIMIT +14.50 C.C.D.)

THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845, ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.50 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.50 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 89.92 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 70.52 FEET; THENCE NORTH 58 DEGREES, 10 MINUTES, 30 SECONDS EAST, A DISTANCE OF 55.15 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 26.31 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 6.46 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 50.50 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 10.32 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 15.05 FEET; THENCE SOUTH 45 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 35.16 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 77.94 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 0.42 OF A FOOT; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 3.92 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 37 AFORESAID; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE SOUTH LINE OF BLOCK 37 AFORESAID, A DISTANCE OF 234.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL MT-5: (UPPER LIMIT +34.50 C.C.D. LOWER LIMIT +29.50 C.C.D.)

THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845, ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.50 FEET CHICAGO CITY DATUM AND



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LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.50 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID; THENCE SOUTH 00 DEGREE, 01 MINUTE, 10 SECONDS WEST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 37 AFORESAID, A DISTANCE OF 4.50 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED BETWEEN ELEVATION +29.50 CHICAGO CITY DATUM AND ELEVATION +689.50 CHICAGO CITY DATUM, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST ALONG THE WEST LINE OF SAID BLOCK 37 AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 94.42 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 70.52 FEET; THENCE NORTH 58 DEGREES, 10 MINUTES, 30 SECONDS EAST, A DISTANCE OF 55.15 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 26.31 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 6.46 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 50.50 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 10.32 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 15.05 FEET; THENCE SOUTH 45 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 35.16 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 77.94 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 0.42 OF A FOOT; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 7.92 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED AFORESAID; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 208.56 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 59 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 26.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL MT-6: (UPPER LIMIT +52.50 C.C.D. LOWER LIMIT +34.50 C.C.D.)

THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845; TOGETHER WITH THE ADJOINING VACATED PORTION OF WEST WASHINGTON STREET ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +52.50 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.50 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID; THENCE SOUTH 00 DEGREE, 01 MINUTE, 10 SECONDS WEST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 37 AFORESAID, A DISTANCE OF 4.50 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED BETWEEN ELEVATION +29.50 CHICAGO CITY DATUM AND ELEVATION +689.50 CHICAGO CITY DATUM, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST ALONG THE WEST LINE OF SAID BLOCK 37 AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 94.42 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 70.52 FEET; THENCE NORTH 58 DEGREES, 10 MINUTES, 30 SECONDS EAST, A DISTANCE OF 55.15 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A

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DISTANCE OF 26.31 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 6.46 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 50.50 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 2.88 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 39.92 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 01 SECOND WEST, A DISTANCE OF 110.25 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 0.42 OF A FOOT; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 7.92 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED AFORESAID; THENCE NORTH 88 DEGREES, DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 208.56 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 59 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 26.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL MT-7: (UPPER LIMIT +103.83 C.C.D. LOWER LIMIT +52.50 C.C.D.)

THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845; TOGETHER WITH THE ADJOINING VACATED PORTION OF WEST WASHINGTON STREET ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +103.83 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +52.50 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID, THENCE SOUTH 00 DEGREE, 01 MINUTE, 10 SECONDS WEST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 37 AFORESAID, A DISTANCE OF 4.50 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED BETWEEN ELEVATION +29.50 CHICAGO CITY DATUM AND ELEVATION +689.50 CHICAGO CITY DATUM, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST ALONG THE WEST LINE OF SAID BLOCK 37 AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 123.50 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 234.09 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 119.58 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 0.42 OF A FOOT; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 7.92 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED AFORESAID; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 208.56 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 59 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 26.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL MT-8: (UPPER LIMIT +117.83 C.C.D. LOWER LIMIT +103.83 C.C.D.)

THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST

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OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845; TOGETHER WITH THE ADJOINING VACATED PORTION OF WEST WASHINGTON STREET ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +117.83 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +103.83 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID; THENCE SOUTH 00 DEGREE, 01 MINUTE, 10 SECONDS WEST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 37 AFORESAID; A DISTANCE OF 4.50 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED BETWEEN ELEVATION +29.50 CHICAGO CITY DATUM AND ELEVATION +689.50 CHICAGO CITY DATUM, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST ALONG THE WEST LINE OF SAID BLOCK 37 AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 123.50 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 234.50 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 32.64 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 3.58 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 90.20 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 1.75 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 4.63 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED AFORESAID; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 206.73 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 59 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 26.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL MT-9: (UPPER LIMIT +689.50 C.C.D. LOWER LIMIT +117.83 C.C.D.)

THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845; TOGETHER WITH THE ADJOINING VACATED PORTION OF WEST WASHINGTON STREET ALL TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +689.50 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +117.83 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID; THENCE SOUTH 00 DEGREE, 01 MINUTE, 10 SECONDS WEST ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 37 AFORESAID, A DISTANCE OF 4.50 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED BETWEEN ELEVATION +29.50 CHICAGO CITY DATUM AND ELEVATION +689.50 CHICAGO CITY DATUM, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST ALONG THE WEST LINE OF SAID BLOCK 37 AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 123.50 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 234.50 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST, A DISTANCE OF 127.50 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED AFORESAID; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS

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WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 208.56 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 59 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 26.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL MT-10: (NO UPPER LIMIT LOWER LIMIT +689.50 C.C.D.)

THAT PART OF A TRACT OF LAND CONSISTING OF ALL LOTS, STREETS AND ALLEYS WITHIN BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST OF THE WEST LINE OF STATE STREET, AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845, ALL TAKEN AS A TRACT LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +689.50 FEET CHICAGO CITY DATUM AND LYING FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 37 AFORESAID; THENCE NORTH 00 DEGREE, 01 MINUTE, 10 SECONDS EAST ALONG THE WEST LINE OF SAID BLOCK 37, A DISTANCE OF 119.00 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECOND EAST, A DISTANCE OF 234.50 FEET; THENCE SOUTH 00 DEGREE, 00 MINUTES, 00 SECOND WEST, A DISTANCE OF 123.50 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 37 AFORESAID; THENCE NORTH 88 DEGREES, 54 MINUTES, 02 SECONDS WEST ALONG THE AFOREMENTIONED SOUTH LINE, A DISTANCE OF 234.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL 1:

NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 1, AS CREATED BY DECLARATION OF EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS, DATED NOVEMBER 10, 2005 AND RECORDED NOVEMBER 14, 2005 AS DOCUMENT 0531834084, MADE BY CHICAGO TRANSIT AUTHORITY, A MUNICIPAL CORPORATION OF THE STATE OF ILLINOIS, 108 NORTH STATE STREET II, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY; BLOCK 37, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY AND BLOCK 37 OFFICE, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, FOR THE FOLLOWING PURPOSES:

(A) INGRESS, EGRESS AND ACCESS TO AND FROM THE BLOCK 37 PARCEL OVER, UNDER, ACROSS AND THROUGH THE PORTION OF THE DEVELOPMENT SITE FOR THE PURPOSE OF DEVELOPMENT AND CONSTRUCTION OF THE DEVELOPMENT PROJECT AND THE CTA PROJECT, INCLUDING, WITHOUT LIMITATION, CONSTRUCTION AND COMPLETION BY 108 NORTH STATE STREET II, L.L.C. OF THE MILLS PORTION OF THE CTA PROJECT PURSUANT TO THE DEVELOPMENT AGREEMENT (SUCH EASEMENT TO INCLUDE, WITHOUT LIMITATION, NECESSARY EXCAVATION, TUNNELING, CONSTRUCTION, MATERIAL STORAGE AND ALL OTHER RELATED CONSTRUCTION ACTIVITY BY CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SURVEYORS, CONSULTANTS, EMPLOYEES AND AGENTS FROM TIME TO TIME OF BLOCK 37, L.L.C.; 108 NORTH STATE STREET II, L.L.C.; BLOCK 37 OFFICE, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY AND CHICAGO TRANSIT AUTHORITY, AS THE CASE MAY BE) (DEFINED THEREIN AS THE "CONSTRUCTION ACCESS EASEMENTS");

(B) SUPPORT IN AND TO ALL STRUCTURAL MEMBERS, SLABS, CAISSONS, BEAMS, FOUNDATIONS, COLUMNS AND OTHER FACILITIES LOCATED WITHIN THE DEVELOPMENT PROJECT (DEFINED THEREIN AS THE "SUPPORT EASEMENTS");

(C) INSTALLATION, USE AND MAINTENANCE OF UTILITY LINES AND FACILITIES, INCLUDING

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THE RIGHT TO INSTALL, LAY, MAINTAIN, REPAIR, REPLACE LINES, WIRES, CONDUITS AND EQUIPMENT FOR UTILITY SERVICE REQUIRED FOR THE DEVELOPMENT PROJECT (DEFINED THEREIN AS THE "UTILITY EASEMENTS");

(D) CONSTRUCTION, USE AND MAINTENANCE OF COMMON WALLS, FLOORS, CEILINGS AND ENCLOSURES ALONG ANY COMMON PROPERTY LINES AND BOUNDARIES, INCLUDING THE RIGHT TO MAINTAIN UNINTENTIONAL ENCROACHMENTS RESULTING FROM CONSTRUCTION OF THE DEVELOPMENT PROJECT (DEFINED THEREIN AS THE "COMMON EASEMENTS");

(E) SUCH EASEMENTS AS SHALL BE REASONABLY NECESSARY FOR THE CONSTRUCTION, REPAIR, REPLACEMENT, MAINTENANCE AND OPERATION OF THE DEVELOPMENT PROJECT (DEFINED THEREIN AS "MISCELLANEOUS EASEMENT"); AND,

(F) INGRESS, EGRESS AND ACCESS OVER, ACROSS AND THROUGH THE CTA PARCEL AND THE EXISTING CTA FACILITIES AS SHALL BE REQUIRED TO ENABLE 108 NORTH STATE STREET I I, L.L.C. TO EXERCISE THE "MILLS SELF-HELP RIGHT", AS PROVIDED IN THE DEVELOPMENT AGREEMENT (DEFINED THEREIN AS THE "MILLS SELF-HELP RIGHT EASEMENTS").

PROPERTY ADDRESS: 22 W. WASHINGTON, CHICAGO, ILLINOIS

PERMANENT TAX NUMBERS: 17-9-451-028-0000 17-09-451-029-0000 17-09-451-030-0000  
17-09-451-031-0000 17-09-451-032-0000 17-09-451-033-0000  
17-09-451-034-0000 17-09-451-035-0000

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