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Prepared by  
and after recording return to:  
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City of Chicago Law Department  
Room 600  
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## SECOND AMENDMENT TO 108 NORTH STATE STREET REDEVELOPMENT AGREEMENT

This Second Amendment to 108 North State Street Redevelopment Agreement is made as of December 30, 2008 by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development (together with any successor department thereto, "DPD"), and 108 N. State Retail LLC, an Illinois limited liability company, (the "Retail Developer"), 108 N. State Transit LLC, an Illinois limited liability company (the "Transit Developer"), and 108 N. State Residential LLC, an Illinois limited liability company (the "Residential Developer") (together with their permitted successors and permitted assigns under the Assumption Agreement, as defined below, the ("Developer Parties").

Reference is hereby made to the 108 North State Street Redevelopment Agreement dated as of October 15, 2005 by and between the City and Block 37, L.L.C., a Delaware limited liability company (the "Original Developer"), together with the Limited Joinder thereto dated November 8, 2005 (the "Original Limited Joinder") executed by Block 37 Office, L.L.C., a Delaware limited liability company (the "Original Office Developer"), and 108 North State Street II, L.L.C., a Delaware limited liability company (the "Original CTA Developer") (collectively, all three such original developer parties, the "Original Developer Parties"), which were collectively recorded with the Cook County Recorder of Deeds on November 14, 2005 as Document Number 0531834078 (collectively, the "2005 Redevelopment Agreement"). The 2005 Redevelopment Agreement has been previously amended by (i) that certain letter dated October 19, 2005 from the City to Andrew

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Scott of DLA Piper LLP (US) concerning certain MBE/WBE calculations, (ii) that certain letter dated November 8, 2005 by and between the City and Original Developer concerning certain clarifications under the 2005 Redevelopment Agreement (collectively, the letters referred to in (i) and (ii) are the "2005 Closing Letters" and (iii) the Consent to Assignment and Assumption of 108 North State Street Redevelopment Agreement dated April 24, 2007 by and between the City and Developer Parties and recorded with the Cook County Recorder of Deeds on April 24, 2007 as Document No. 0711441143 (the "Assumption Agreement"). The 2005 Redevelopment Agreement, as amended by the "2005 Closing Letters" and the Assumption Agreement, and as amended by this Second Amendment, is referred to herein as the "Redevelopment Agreement." The Redevelopment Agreement presently encumbers the real property legally described on Exhibit A to this Second Amendment.

Capitalized terms not otherwise defined herein shall have the meaning set forth in the 2005 Redevelopment Agreement and the Assumption Agreement (taking into account the constructional principles set forth in Section 2 of the Assumption Agreement and in Section 2 of this Second Amendment).

Reference is also made herein to the Intergovernmental Agreement dated October 15, 2005 by and between the City and the Chicago Transit Authority, a political subdivision, body politic and a municipal corporation of the State of Illinois (the "City/CTA IGA").

## RECITALS

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. The History of the Project: The 2005 Redevelopment Agreement required the Original Developer Parties to construct the Phase I Project described therein, which generally consisted of three components: (i) construction of the CBS Base Building and Office Project; (ii) construction of the retail/entertainment Base Building; and (iii) construction of certain Below Grade Improvements. Although not legally required, the 2005 Redevelopment Agreement also contemplated the future construction of a hotel project on top of the Base Building at the corner of N. Dearborn Street and W. Randolph Street (the "Northwest Pad") and a residential project on top of the Base Building at the corner of N. State Street and W. Randolph Street (the "Northeast Pad").

The closing under the 2005 Redevelopment Agreement occurred in November 2005 and the Original Developer Parties thereafter began to construct the Phase I Project. In October 2006,

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the Original Developer Parties sold the first component of the Phase I Project--the CBS Base Building and Office Project--to GD 22 W. Washington, LLC, a Delaware limited liability company (the "Golub Office Developer"). The Golub Office Developer has since successfully and substantially completed the CBS Base Building (which is now occupied by CBS) and the Office Project (which is now occupied by Morningstar), as well as certain related streetscape improvements.

In 2007, the parent company of the Original Developer Parties, The Mills Corporation, experienced financial difficulties, and was acquired by Simon Property Group, Inc. Such financial difficulties and acquisition led the Original Developer Parties' to sell their interest in the remaining two Phase I Project components (and the air rights development parcels associated with the Northwest Pad and the Northeast Pad) to the current Developer Parties.

Since 2007, the Developer Parties have worked to construct and secure tenants for the second component of the Phase I Project--the retail/entertainment Base Building. The Base Building is scheduled to be completed by 2009. Tenants that have signed leases for space in the Base Building include LEYE Food Emporium, Rosa Mexicano, Muvico, David Barton, Au Bon Pain, Beard Papa's, Gateway Newsstand, Freshii, Lululemon Athletica, Aveda, Steve Madden, Godiva Chocolatier and Sabon.

The third component of the Phase I Project--the Below Grade Improvements--has been under construction since 2005 and will be completed in December 2008. The Below Grade Improvements consist of certain below grade public and private improvements beneath the Base Building and certain at grade public improvements. The below grade improvements include both private improvements, such as parking, loading facilities and access ramps, and public improvements, such as a newly re-constructed pedway, a new CTA station, diagonal through-block improvements for a new rail line connecting the Dearborn Street and State Street subways, as well as foundation and infrastructure work related both to such below grade improvements and the above grade improvements. The completion of these below grade and at grade improvements, after taking into account the scope reduction referred to in the next paragraph, is referred to in this Second Amendment as the "Base Improvements Project."

At the time of the initial closing in 2005, the Base Improvements Project was budgeted to cost \$135,257,460, as set forth in Exhibit C to the City/CTA Agreement. The City/CTA Agreement obligated the CTA to pay \$77,136,656 of such amount. By the time the Developer Parties acquired the Block 37 project from the Original Developer Parties in 2007, the Base Improvements Project had been under construction for approximately 18 months and the cost of such project had increased substantially. As a result, the CTA decided in 2008 to reduce the scope of the CTA improvements to the "core and shell" construction of the CTA station, rail line and other CTA below grade improvements. Even under this reduced scope of work, however, the CTA's share of such public improvement project costs had increased to approximately \$85.5 million.

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In order to assure the timely completion of the overall Block 37 project and to resolve certain funding and construction disputes, the Transit Developer and the CTA entered into the Second Amendment to Mills/CTA Development Agreement dated June 27, 2008 (the "Second Amendment to Development Agreement"). Under the Second Amendment to Development Agreement, the Transit Developer and the CTA agreed to the scope reduction for the public portion of the Base Improvements Project described in the above paragraph (referred to as the "Reduced Scope Mills Portion" in the Second Amendment to Development Agreement). The Transit Developer also agreed to accept final CTA funding of only \$72,000,000 towards the \$85.5 million in CTA-allocated project budget costs and agreed to itself fund the remaining costs of construction for such project. As of the date hereof, the Base Improvements Project has been substantially completed.

As indicated above, the inclusion of the CTA station, the diagonal through-block improvements related to the new rail line, and the related CTA below grade improvements have consistently presented unique design and construction challenges for the remainder of the below grade and above grade improvements for the Block 37 project. Those challenges have caused the Developer Parties to incur substantial additional costs in completing such below grade and above grade improvements. This, in turn, has impaired its ability to market the Northwest Pad air rights parcel (the "Northwest Pad APC Property") at a price affordable to hotel developers.

As contemplated under the 2005 Redevelopment Agreement, the Residential Developer now desires to sell the Northwest Pad APC Property to a to-be-formed wholly-owned subsidiary of Loews Hotels Holding Corporation, a Delaware corporation (such subsidiary entity, the "Hotel Developer"), for the development of a hotel project. The hotel project will result in the construction of an approximately 384 room, four-diamond hotel with approximately 22,000 square feet of meeting space (the "Hotel Project"). The budget for the Hotel Project is estimated to be \$175 million. The Hotel Project, upon completion, is projected to result in the permanent creation of approximately 180 new jobs and is estimated to generate approximately \$75 million in real estate taxes over the 20 year period following its opening.

Section 8.01(k) of the 2005 Redevelopment Agreement provides that, with the prior written consent of DPD, the Developer Parties may Transfer the Northwest Pad APC Property prior to the issuance of a Phase I Project Certificate of Completion. Pursuant to such Section, the Developer Parties have requested DPD's consent to a Transfer of the Northwest Pad APC Property by the Developer Parties to the Hotel Developer. As a condition to granting such consent, DPD has required that the Developer Parties execute this Second Amendment. DPD has also required that prior to, or simultaneously with, the execution of the Second Amendment, the Hotel Developer shall enter into a redevelopment agreement for the Hotel Project with the City whereby it shall expressly assume the obligations of the Developer Parties under the Redevelopment Agreement applicable to such APC Project.



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C. Financing for TIF-Eligible Costs: The City has agreed to provide the Retail Developer and Transit Developer with financing from incremental taxes deposited in the special tax allocation fund for the Redevelopment Area, or other legally available funds of the City (the "City Funds") in reimbursement of the Developer Parties' prior expenditures for the TIF-Funded Improvements (as defined in Section 2 below) related to the Base Improvements Project associated with the Phase I Project and identified on Exhibit B to this Second Amendment in order to mitigate the cost overruns associated with the Base Improvements Project and the overall Phase I Project. As a condition to such financing, and in order to facilitate the development of the Hotel Project, the City has required that: (i) the Residential Developer must sell the Northwest Pad APC Property to the Hotel Developer for One Dollar (\$1.00) no later than October 1, 2010; (ii) upon acquisition of the Northwest Pad APC Property, the Hotel Developer shall promptly commence construction of the Hotel Project and must complete construction of such project no later than October 1, 2013, subject to the force majeure; (iii) in connection with the Hotel Project, the Hotel Developer must create by April 1, 2014 and thereafter maintain for a period of ten (10) years at least one hundred eighty (180) full-time equivalent jobs at the Hotel Project; and (iv) the Developer Parties and the Hotel Developer must fully secure the performance of such obligations and the repayment of the City Funds in the event such obligations are not performed by providing, as applicable, the City Security (as defined below) described herein, all subject to the terms and conditions of this Second Amendment.

D. Further Agreements. The parties desire to further amend the Redevelopment Agreement to include the additional agreements of the parties set forth in this Second Amendment.

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

## SECTION 1. RECITALS

The foregoing Recitals, and the Recitals of the 2005 Redevelopment Agreement and the Assumption Agreement, are hereby incorporated into this Second Amendment by reference and constitute a material part of this Second Amendment.

## SECTION 2. DEFINITIONS

For purposes of construing and enforcing the Developer Parties' obligations, in addition to the defined terms in the foregoing Recitals, in the 2005 Redevelopment Agreement and the Assumption Agreement (unless any such defined terms in the 2005 Redevelopment Agreement and the Assumption Agreement have been redefined herein, in which case the redefined term set forth herein shall be controlling), the following terms shall have the meanings set forth below:

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"City Security Escrow Account" shall mean an escrow or custodial account established with a title company or financial institution acceptable to the City, in its sole discretion, into which Twelve Million and No/100 Dollars (\$12,000,000) shall be deposited by the Developer Parties on the Second Amendment Closing Date. Such account shall be established so that such funds are: (a) under the City's sole direction and control (subject to the retention, disbursement and replacement security provisions of this Second Amendment); (b) not subject to attachment by any lien or claim of any creditor of any of the Developer Parties; (c) subject to a perfected, first priority security interest in favor of the City pursuant to Section 9-313 of the Illinois Uniform Commercial Code-Secured Transactions, 810 ILCS 5/9-313 and/or such other law as may govern the perfection of a security interest in money or cash collateral; and (d) otherwise governed by written escrow instructions in form and substance acceptable to the City. The City shall consult with the Retail Developer concerning the investment of the funds in the City Security Escrow Account but shall not be responsible for any losses arising from any investment decisions, whether made after such consultation, or pursuant to the next sentence. In the event that the City and the Retail Developer do not agree on an investment decision, the City shall be entitled to invest (or not invest) the funds in the City Security Escrow Account as it deems reasonably necessary or appropriate to preserve the principal of such funds.

"City Security" shall mean: (a) from the Closing Date for the Second Amendment to the date on which the Residential Developer sells the Northwest Pad APC Property to the Hotel Developer, either (i) cash in the amount of Twelve Million and No/100 Dollars (\$12,000,000), which shall be deposited by the Retail Developer and the Hotel Developer in the City Security Escrow Account, or (ii) a letter of credit in such amount and as otherwise described in the following subclause (b)(ii); (b) from and after the date of such sale, until the Hotel Certificate of Completion Date, either (i) cash as described in the preceding subclause (a)(i) or (ii) an irrevocable, standby direct pay letter of credit in the principal amount of Twelve Million and No/100 Dollars (\$12,000,000), naming the City as sole beneficiary, permitting draws at an office of the issuer located in downtown Chicago, and in form and substance and issued by a financial institution reasonably acceptable to the City; and (c) from and after the Hotel Certificate of Completion Date, a letter of credit satisfying the conditions set forth in the preceding clause (b), but in the original principal amount of Six Million and No/100 Dollars (\$6,000,000), provided further, however, that on each anniversary date of the Hotel Certificate of Completion Date the principal amount of such letter of credit shall decrease by Six Hundred Thousand and No/100 Dollars (\$600,000) until the Tenth Anniversary Date, at which time the letter of credit shall be cancelled. Notwithstanding the foregoing, no scheduled decrease shall occur if, at the last applicable testing date, the Hotel Project jobs covenant was not satisfied (and notwithstanding the fact that the time of such otherwise scheduled decrease falls within the one-time one year cure period applicable to such a jobs covenant default). The Developer Parties or Hotel Developer, as applicable, shall have the right to select the form of security described above and, in addition, may propose an alternative security to the City, which the Commissioner, in the Commissioner's sole discretion, may elect to accept.

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"Closing Date for the Second Amendment" shall mean the date upon which the closing under this Second Amendment occurs, which shall in no instance be later than December 31, 2008.

"CTA/Mills Agreement" means the Mills/CTA Development Agreement dated October 15, 2005, as amended by the First Amendment to Mills/CTA Development Agreement dated as of November 30, 2007, as amended by the Second Amendment to Mills/CTA Development Agreement dated June 27, 2008, as the same may be further amended in accordance with its terms and conditions.

"Current Base Improvements Project Budget" shall mean the budget for the Base Improvements Project, which is attached hereto as Exhibit C, and which, subject to completion of minor punchlist items, is the final budget for the Base Improvements Project.

"Current Phase I Project Budget" shall mean the budget showing the current estimated total cost of the Phase I Project (exclusive of the CBS Base Building and Office Project component) attached hereto as Exhibit D.

"Hotel Certificate of Completion Date" shall mean the date on which the Certificate of Completion for the Hotel Project is issued by the City pursuant to the terms and conditions of the Hotel Redevelopment Agreement, which shall in no event be later than April 1, 2014.

"Hotel Jobs Default" shall mean the Hotel Developer's failure to create at least one hundred eighty (180) full-time equivalent jobs at the Hotel Project on or before the Hotel Certificate Completion Date, or to maintain at least such number of full-time equivalent jobs at the Hotel Project at all times thereafter and prior to the Tenth Anniversary Date. Such job covenant shall be tested annually based on the average monthly number of employees during the twelve (12) month testing period beginning on each such anniversary date. If, after initially satisfying such jobs covenant, the Hotel Developer defaults in such jobs covenant, the Hotel Developer shall have a one-time cure period of up to twelve (12) months to cure such jobs covenant default. Such jobs covenant default shall be deemed cured if the average monthly number of full-time equivalent jobs during the last six months of such twelve (12) month cure period is equal to or greater than one hundred eighty (180).

"Hotel Project Event of Default" shall mean any one or more of the following defaults by the Hotel Developer, each of which shall entitle the City to draw upon the Hotel Project Letter of Credit: (a) the Hotel Developer's failure to commence construction of the Hotel Project promptly after October 1, 2010; (b) the Hotel Developer's failure to (i) complete the construction of Hotel Project by October 1, 2013, (ii) initially create one hundred eighty (180) full-time equivalent jobs at the Hotel Project by April 1, 2014, and (iii) commence hotel operations in accordance with the Hotel Redevelopment Agreement (as evidenced by the City's issuance of the Certificate of Completion for the Hotel Project thereunder) on or before April 1, 2014; or (c) the occurrence of

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a Hotel Jobs Default.

"Hotel Project Letter of Credit" shall refer to each of the letters of credit described in clauses (b) and (c) of the City Security definition, as applicable.

"Hotel Purchase Contract" shall mean the Purchase and Sale Agreement dated on or before the date of this Second Amendment by and between the Residential Developer and the Hotel Developer, pursuant to which the Residential Developer shall sell the Northwest Pad APC Property to the Hotel Developer for One Dollar (\$1.00), and the Hotel Developer shall purchase such property for such sum.

"Hotel Redevelopment Agreement" shall mean the Redevelopment Agreement dated as of the date hereof by and between the City and the Hotel Developer related to the Hotel Project, which sets forth in more detail the terms and conditions applicable to the Hotel Project, Hotel Jobs Defaults, Hotel Project Events of Default, and the Hotel Developer's obligations. Such Hotel Redevelopment Agreement shall, as contemplated by the 2005 Redevelopment Agreement impose upon the Hotel Developer obligations substantially similar to those imposed upon the Developer Parties with respect to the Phase I Project with respect to the Hotel Developer's construction of the Hotel Project on the Northwest Pad APC Property.

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget or otherwise referenced in the set forth in the Redevelopment Plan.

"Substantially Completed" shall mean, with respect to the construction of the Base Improvements Project, that the core and shell structural work are complete, and that electrical, plumbing, mechanical, HVAC, sprinkler, security and similar systems applicable to such core and shell construction have been completed. Substantial Completion does not require, however, that build-out work associated with any below-grade specific tenant improvements be completed.

"Tenth Anniversary Date" shall mean the tenth anniversary date of the Hotel Certificate of Completion Date; provided, however, that if the Hotel Developer has utilized the one-time one-year cure period applicable to a jobs covenant default, such term shall mean the eleventh anniversary date of the Hotel Certificate of Completion Date.

"TIF-Funded Improvements" shall mean those improvements and costs of the Phase I Project related to the Base Improvements Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan, (iii) are more particularly set forth on Exhibit B, and (iv) subject to the terms and conditions of this Second Amendment, the City has agreed to pay for or reimburse the Retail Developer and the Transit Developer for out of the City Funds.



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## SECTION 3. CONSENT TO TRANSFER OF NORTHWEST PAD APC PROPERTY

The City consents to the Developer Parties' Transfer of the Northwest Pad APC Property to the Hotel Developer for One Dollar (\$1.00) pursuant to the Hotel Purchase Agreement. Notwithstanding anything in the Redevelopment Agreement to the contrary, such Transfer shall be deemed a "Permitted Transfer" and the Hotel Developer shall be deemed an "Approved Developer" under the Redevelopment Agreement.

The City also consents to the Developer Parties' assignment of all of their rights and obligations under the Redevelopment Agreement applicable to the development of the Hotel Project on the Northwest Pad APC Property, subject to, and effective upon, the occurrence of all of the following: (a) the actual closing contemplated under the Hotel Redevelopment Agreement; (b) the Residential Developer's conveyance of the Northwest Pad APC Property to the Hotel Developer pursuant to the Hotel Purchase Agreement; and (c) the Hotel Developer's delivery to the City of the Hotel Project Letter of Credit. Upon the occurrence of (a), (b) and (c), the City shall execute a release in recordable form evidencing the release of the Developer Parties and the Guarantor from any further obligations under the Redevelopment Agreement with respect to the Northwest Pad APC Property and shall, subject to Section 14 below, if applicable, direct the escrow agent maintaining the City Security Escrow Account to disburse the funds in such escrow account to the Retail Developer and the Transit Developer.

## SECTION 4. THE BASE IMPROVEMENTS PROJECT

As a material inducement to the City's execution of this Second Amendment, the City's consent to the Transfer of the Northwest Pad APC Property to the Hotel Developer, and the payment of the City Funds, the Developer Parties represent and warrant that as of the date hereof:

- (a) the Base Improvements Project has been Substantially Completed in accordance with the Redevelopment Agreement;
- (b) in connection with the construction of the Base Improvements Project, the Retail Developer and the Transit Developer have previously paid for (or reimbursed the Original Developer Parties for) the costs of the TIF-Funded Improvements identified on Exhibit B to this Second Amendment;
- (c) the Current Base Improvements Project Budget accurately and completely sets forth the Base Improvements Project costs;
- (d) the Current Phase I Project Budget accurately and completely sets forth the current budget for the Phase I Project costs;
- (e) no default exists under the Lender Financing documents for the Phase I Project



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(or, if a default exists, an appropriate waiver or amendment has been obtained) and, subject to the satisfaction of normal conditions precedent to borrowing under such documents, the Developer Parties are entitled to draw down funds under the Lender Financing facility to complete the remainder of the Phase I Project;

(f) no Event of Default, or default which, with the giving of notice and/or lapse of time (or both) would give rise to an Event of Default, exists under the Redevelopment Agreement;

(g) the Subsequent Closing (as defined in the Second Amendment to Development Agreement) has occurred on or prior to the date of this Second Amendment.

## SECTION 5. CITY FUNDS

On the Closing Date for the Second Amendment, and subject to the satisfaction of the conditions precedent set forth in Section 6 below, the City shall pay the City Funds to the Retail Developer and the Transit Developer, who shall deposit funds in a like amount into the City Security Escrow Account. Such financing shall be subject to the terms and conditions described below and the other applicable provisions of this Second Amendment relating to the retention and disbursement of the funds in the City Security Escrow Account, and contemplated replacement of such funds by the Hotel Project Letter of Credit.

(a) City Funds shall be used only to pay or directly reimburse the Retail Developer and the Transit Developer for TIF-Funded Improvements related to the Base Improvements Project that constitute Redevelopment Project Costs. Exhibit B sets forth, by line item, the TIF-Funded Improvements costs incurred by the Retail Developer and the Transit Developer with respect to the Base Improvements Project, that may be paid or reimbursed from City Funds, contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost.

(b) The maximum amount of City Funds available to pay for TIF-Funded Improvements pursuant to the terms and conditions of this Second Amendment shall be Twelve Million and No/100 Dollars (\$12,000,000). The City Funds shall be paid from incremental taxes deposited in the special tax allocation fund for the Redevelopment Area, or other legally available funds of the City.

(c) The City Funds provided hereunder are being provided to the Retail Developer and the Transit Developer on a conditional basis subject to the Developer Parties' compliance with the requirements of this Second Amendment.

## SECTION 6. CONDITIONS PRECEDENT

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The closing conditions in this Section 6 shall be conditions precedent to the City's execution of this Second Amendment, consent to the Residential Developer's conveyance of the Northwest Pad APC Property to the Hotel Developer, and the payment of the City Funds. The conditions precedent set forth below shall be complied with to the City's satisfaction within the time periods set forth below or, if no time period is specified, not less than five (5) business days prior to the Closing Date for the Second Amendment.

6.01 Current Budgets. The Developer shall have submitted to DPD, and DPD shall have approved, the updated budgets attached as Exhibits to this Second Amendment. The City's execution of this Second Amendment, attaching such budgets, shall be evidence of DPD's approval of such budgets.

6.02 Financing. The Developer Parties shall have submitted to DPD, and DPD shall have approved, in its reasonable discretion, written confirmation from Bank of America, as agent for the lenders providing the Lender Financing, that no default exists under the Lender Financing documents (or, if a default exists, an appropriate waiver or amendment has been obtained) and that, subject to the satisfaction of normal conditions precedent to borrowing under such documents, the Developer Parties are entitled to draw down funds under the Lender Financing facility to complete the remainder of the Phase I Project.

6.03 Title. The Developer Parties shall furnish the City with a copy of the most recent date-down to the Title Policy for the Land, certified by the Title Company, showing the Retail Developer (and if applicable, one or more other Developer Parties) as the named insured with respect to the Phase I Project. The Title Policy shall contain only those title exceptions listed as permitted liens on Exhibit E to this Second Amendment (which shall be substantially identical to those listed on Exhibit F to the Assumption Agreement, but which may also include easement agreements or memoranda of leases subsequently recorded in the normal course of the development of the Phase I Project) and shall evidence the recording of the 2005 Redevelopment Agreement, the Assumption Agreement and this Second Amendment.

6.04 Evidence of Clean Title. The Developer Parties, at their own expense, shall have provided the City with current searches for the Developer Parties and the Guarantor as follows:

Secretary of State (IL)	UCC search
Secretary of State (IL)	Federal tax search
Cook County Recorder	UCC search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
U.S. District Court (N.D. IL.)	Pending suits, judgments, bankruptcy proceedings
Clerk of Circuit Court, Cook County	Pending suits, judgments, bankruptcy proceedings

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showing no liens against such parties that would affect the Phase I Project Property, or any fixtures now affixed thereto, or any APC Property, except for the permitted liens listed on Exhibit E to this Second Amendment, nor any other unacceptable matters.

6.05 Survey. The Developer shall have provided the City with any updated Survey of the Land and all Phase I Project improvements constructed thereon prepared since the date of the Assumption Agreement.

6.06 Insurance. The Developer shall provide current evidence of the insurance required to be carried pursuant to Section 12 of the Assumption Agreement.

6.07 Opinion of the Developer Parties' Counsel. On the Closing Date for the Second Amendment, the Developer Parties shall furnish the City with an opinion of counsel, substantially in the form of Exhibit G to the Assumption Agreement, but applicable to this Second Amendment and the transaction contemplated hereby, with such changes as may be acceptable to Corporation Counsel.

6.08 Hotel Purchase Agreement. The Developer shall have provided the City with a copy of the Hotel Purchase Agreement and all amendments thereto.

6.09 Financial Statements. The Guarantor shall have made available Financial Statements to DPD for 2006 and 2007.

6.10 Documentation. The Developer Parties shall have provided evidence satisfactory to DPD, in its sole discretion, with respect to its ability to satisfy the MBE/WBE and City resident employment requirements, as set forth in Section 10 of the Assumption Agreement, with respect to the Phase I Project.

6.11 Corporate Documents. The Developer Parties and the Guarantor shall have provided DPD with copies of their articles of organization or incorporation, as applicable, containing the original certification of the Secretary of State of the state of incorporation or organization, certificates of existence or good standing from the Secretary of State of its state of organization or incorporation and the State of Illinois, if different; copies of operating agreements or bylaws, as applicable; a managing member's or secretary's certificate in such form and substance as the Corporation Counsel may reasonably require; member, partner, director and shareholder consents and/or resolutions evidencing consent to the execution of this Second Amendment and such other limited liability company, partnership and corporate documentation as the City may reasonably request.

6.12 Litigation. The Developer Parties shall have provided to the Corporation Counsel and DPD a description of all pending or threatened litigation or administrative proceedings

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involving the Developer Parties or their Affiliates' property located in the City, or to which the City is a party, or involving payment of franchise, income, sales or other taxes by such party to the State of Illinois or City. In each case, the description shall specify the amount of each claim, and whether (and to what extent) such potential liability is covered by insurance. The City acknowledges the filing of lawsuit No. 07 CH 06383 in the Chancery Division, County Department, Circuit Court of Cook County by the Golub Office Developer and the Golub Residential Developer, as plaintiffs, against the Original Developer, the Original Office Developer and the Original Residential Developer, as defendants (the "Pending Lawsuit"). The City shall not be obligated to close if the Pending Lawsuit or any other litigation has resulted in either (a) the Title Company raising (unless the title Company also indorses over) a lien against any portion of the Land or the Phase I Project, (b) a work stoppage affecting any portion of the Phase I Project, or (c) a material impairment of the Developer Parties' ability to complete the Phase I Project, as reasonably determined by the City.

6.13 Payment and Performance Bonds. The Developer Parties shall have delivered to the City a copy of any payment and performance bonds relating to the Phase I Project (in addition to those required with respect to work in the public way) entered into since the closing of the Assumption Agreement. The City shall be named as an obligee or co-obligee on such bonds, provided, however that the City's rights shall be subject and subordinate to the rights of any co-obligee providing Lender Financing. In the alternative to the delivery of payment and performance bonds for non-public way work, the Developer reserves the right and may deliver to the City subguard insurance issued with respect to all or part of the Phase I Project, which policies shall name the City as an additional insured party and shall be in form and substance reasonably acceptable to the City.

6.14 City Security Escrow Account. The City and escrow agent shall have entered into sole order escrow instructions establishing and governing the City Security Escrow Account in form and substance acceptable to the City.

6.15 Estoppel Letters. The Developer Parties shall have delivered (or caused to be delivered) estoppel letters in form and substance acceptable to DPD and the Corporation Counsel concerning the construction of the Phase I Project to date and to the applicable parties performance under the Redevelopment Agreement, the Phase I Project General Contract and the CTA/Mills Agreement and from the CTA (provided, however, that so long as the Subsequent Closing under the Second Amendment to Development Agreement has occurred, no estoppel letter from the CTA will be required).

6.16 Simultaneous Closing. The execution of the Hotel Redevelopment Agreement by and between the City and the Hotel Developer shall have occurred, or shall occur simultaneously with the closing under this Second Amendment.

6.17 Leases. The Developer Parties shall have delivered to the City a list of all leases and

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letters of intent executed as of the Second Amendment Closing Date and the City shall have confirmed whether such signed tenants or prospective tenants are Approved Tenants.

6.18 Final Guaranteed Payment. The Developer Parties shall have paid to the City the final One Million Dollar (\$1,000,000) Guaranteed Payment required under Section 19 of the Assumption Agreement (which, under the terms of the Assumption Agreement, was required to be paid on or before December 31, 2008).

## SECTION 7. COVENANTS/REPRESENTATIONS/WARRANTIES OF THE DEVELOPER PARTIES

(a) The covenants, representations and warranties of the Developer Parties under the 2005 Redevelopment, as amended by the Assumption Agreement and as further amended by this Second Amendment, shall remain in full force and effect. The Developer Parties represent that they are in compliance with all such covenants, and that such representations and warranties continue to be true and correct, subject to the following:

(i) The Phase I Project shall be Substantially Complete (in this case, as defined in the Assumption Agreement, no later than September 1, 2009, instead of the March 1, 2009 date specified in Section 7.01(ii) of the 2005 Redevelopment Agreement;

(ii) The project budgets attached as Exhibits to this Second Amendment shall supersede the corresponding project budgets attached to the 2005 Redevelopment Agreement and the Assumption Agreement; and

(iii) References to the Phase I Project, the CTA Station, the Airport Check-In Facility, the Mills Portion of the CTA Project, the Below Grade improvements and related defined terms shall be construed to take into account the scope reduction for the public portion of the Base Improvements Project discussed in Recital B to this Second Amendment.

(b) The Developer Parties covenant that the Residential Developer shall sell and convey, and the Hotel Developer shall purchase and take title to, the Northwest Pad APC Property for the sum of One Dollar (\$1.00) in no event later than October 1, 2010 and otherwise in accordance with the Hotel Purchase Agreement (the "**Hotel Closing**"), which closing shall include, without limitation, the Hotel Developer's deliver of the replacement City Security (i.e., the letter of credit to replace the cash in the City Security Escrow Account).

(c) In connection with the Hotel Project, the Hotel Developer may retain one of the Developer Parties or an Affiliate as the development manager for the Hotel Project. The City consents to such retention, provided, however, that in no event shall the development fee or other compensation payable with respect to such retention exceed Three Million Five Hundred



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Thousand and No/100 Dollars (\$3,500,000). In the event of an increase in the scope of the Hotel Project or the scope of the development management services rendered, the Developer Parties (or their Affiliate) may request a change in such development fee. The Commissioner, in the Commissioner's reasonable discretion, shall have the authority to administratively consent to such an increase in such fee or compensation of up to ten percent (10%) (i.e., up to \$350,000, to \$3,850,000). The Commissioner, in the Commissioner's sole discretion, shall have the authority to administratively consent to an increase in such fee or compensation by more than ten percent (10%) (i.e., by more than \$350,000, to an amount greater than \$3,850,000).

## SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF THE CITY

The covenants, representations and warranties of the City under Section 9 of the 2005 Redevelopment, as amended by the Assumption Agreement and as further amended by this Second Amendment, shall remain in full force and effect. The City represent that it is in compliance with all such covenants, and that such representations and warranties continue to be true and correct.

## SECTION 9. DEVELOPER'S EMPLOYMENT OBLIGATIONS

The Developer Parties' obligations under Section 10 of the Assumption Agreement (and the applicable provisions of the Section 10 of the 2005 Redevelopment Agreement incorporated therein by reference) shall remain in full force and effect.

## SECTION 10. ENVIRONMENTAL MATTERS

The Developer Parties' obligations under Section 11 of the Assumption Agreement (and the applicable provisions of Section 11 of the 2005 Redevelopment Agreement incorporated therein by reference), including, without limitation, the indemnification, defense and hold harmless provisions set forth therein, shall remain in full force and effect.

## SECTION 11. INSURANCE

The Developer Parties' obligations under Section 12 of the Assumption Agreement (and the applicable provisions of Section 12 of the 2005 Redevelopment Agreement incorporated therein by reference), shall remain in full force and effect.

## SECTION 12. INDEMNIFICATION

Each of the Developer Parties (the "Indemnifying Party") agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, recoveries, refunds,

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reimbursements, recaptures, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) ("Indemnified Costs") suffered or incurred by the City arising from third party actions against the City in connection with (i) the Indemnifying Party's failure to comply with any of the terms, covenants and conditions contained within the 2005 Redevelopment Agreement, the Assumption Agreement or this Second Amendment that are applicable to it, or (ii) the Indemnifying Party's failure or such Indemnifying Party's general contractor's failure to pay the applicable general contractor, subcontractors or materialmen in connection with the Indemnifying Party's applicable portion of the mixed-use project, or (iii) such Indemnifying Party's making of any material misrepresentation or omission in the 2005 Redevelopment Agreement, this Assumption Agreement or the Redevelopment Plan or any other document related to this Assumption Agreement that is the result of information supplied or omitted by such Indemnifying Party or its agents, employees, contractors or persons acting under the control or at the request of the such Indemnifying Party, or (iv) such Indemnifying Party's failure to cure any misrepresentation in this Assumption Agreement or any other agreement relating hereto, or (v) any legal challenge relating to the Redevelopment Agreement or the payment of the City Funds. Nothing in this Section 12 shall be construed to obligate an Indemnifying Party to indemnify the City for any grossly negligent or intentional act of the City (excluding the execution of the Redevelopment Agreement, Assumption Agreement and Second Amendment by the City and the City's performance of its obligations thereunder) that gives rise to such third party actions.

## SECTION 13. MAINTAINING RECORDS/RIGHT TO INSPECT

The Developer Parties' obligations under Section 14 of the Assumption Agreement (and the applicable provisions of Section 14 of the 2005 Redevelopment Agreement incorporated therein by reference), shall remain in full force and effect.

## SECTION 14. DEFAULT AND REMEDIES

The default and remedies provisions of Section 15 of the Assumption Agreement (and the applicable provisions of Section 15 of the 2005 Redevelopment Agreement incorporated therein by reference) shall remain in full force and effect.

In addition, if the Hotel Closing does not occur as required under Section 7(b) of this Second Amendment (it being understood that there shall be no notice or cure period applicable to such mandatory closing, and even if such non-occurrence is through no fault of the Developer Parties), such failure shall entitle the City to immediately and unilaterally direct the escrow agent maintaining the City Security Escrow Account to disburse the funds in such account to the City. The City shall thereafter remit such funds to the applicable taxing districts in the same manner as if such funds had been surplus incremental taxes in the special tax allocation fund for the Redevelopment Area on December 31, 2008 and subject to remittance to such taxing districts in

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accordance with the Act. Such non-occurrence shall not be deemed a default or Event of Default but shall entitle the City to receive the funds in the City Security Escrow Account.

So long as (i) the City has issued its Phase I Project Certificate pursuant to Section 7.01 of the Redevelopment Agreement, (ii) no amount is due and outstanding from the Developer Parties under the Redevelopment Agreement with respect to the Phase I Project (and no APC Purchase Price Payment is due), and (iii) the Hotel Closing occurs as required under Section 7(b) of this Second Amendment, the City shall be obligated to direct the escrowee holding the cash in the City Security Escrow Account to disburse such funds to the Retail Developer and the Transit Developer at the time of the Hotel Closing. Prior to conditions (i), (ii) and (iii) all being satisfied, the City shall have the right to utilize such cash collateral to pay any amounts that may be due under the Redevelopment Agreement due to an Event of Default or otherwise (including, without limitation, such as, for example, for a failure to satisfy the employment provisions in Section 10 of the Redevelopment Agreement) and which the Developer Parties shall have failed to pay or satisfy as required under the terms of the Redevelopment Agreement.

## SECTION 15. MORTGAGES

[INTENTIONALLY DELETED]

## SECTION 16. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

If to the City:                   City of Chicago  
   Department of Planning and Development  
   121 North LaSalle Street, Room 1000  
   Chicago, IL 60602  
   Attention: Commissioner

With Copies To:               City of Chicago  
   Department of Law  
   Finance and Economic Development Division  
   121 North LaSalle Street, Room 600  
   Chicago, IL 60602

If to the Developer:       108 N. State Retail LLC  
   108 N. State Transit LLC

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108 N. State Residential LLC  
 c/o Joseph Freed and Associates LLC  
 33 South State Street, Suite 400  
 Chicago, Illinois 60603  
 Attention: Joey Carr  
 Attention: Thomas H. Fraerman  
 Attention: Jeffrey Arnold

With a copy to: DLA Piper LLP (US)  
 203 N. LaSalle Street, 19th Floor  
 Chicago, Illinois 60602  
 Attention: Robert Goldman, Esq.  
 Attention: David Reifman, Esq.

With a copy to: LaSalle Park National Association  
 135 South LaSalle Street  
 Chicago, Illinois 60603  
 Attention: Commercial Real Estate Division

And a copy to: Loews Hotels Holding Corporation  
 667 Madison Avenue  
 New York, New York 10065  
 Attention: Elif Bali, Senior Vice President  
 Attention: Corporate Secretary

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

## SECTION 17. CONSIDERATION FOR TRANSFER OF FOR FINAL APC PROPERTY

Because the Northwest Pad APC Property must be sold by the Residential Developer to the Hotel Developer for One Dollar (\$1.00), the parties acknowledge and agree that no Net Transfer Proceeds shall arise from such sale and that, therefore, no APC Purchase Price Payment shall be due to the City in connection with such sale under Section 8.01 of the 2005 Redevelopment Agreement or under Section 19 of the Assumption Agreement. If such sale shall not be consummated, then upon any subsequent Transfer of the Northwest Pad APC Property, the Developer Parties shall pay the City the APC Purchase Price Payment payable with respect to such Transfer as computed under the 2005 Redevelopment Agreement; provided, however, that

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for purposes of computing the Net Sales Transfer Proceeds from any such Transfer, the Allocable Infrastructure Cost Amount applicable to the Northwest Pad shall be \$3,923,274 (computed as 175% of the estimated amount set forth in the 2005 Redevelopment Agreement, and which sum the parties have agreed to stipulate to in order to resolve their disputes over such amount), and provided further, that in no event shall the maximum APC Purchase Price Payment for such Northwest Pad Transfer (when aggregated together with any other APC Purchase Price Payments previously made under this Section 17) exceed \$1,500,000.

If, after the date hereof, the Developer Parties (or its Affiliate) Transfers Northeast Pad APC Property, or if one or more of the Developer Parties (or its Affiliate) elects in writing to construct such APC Property itself, (or, if no such written election occurs, commences construction of an APC Property), then at the time of any such Transfer(s), election(s) or commencement, the Developer Parties shall pay the City the APC Purchase Price Payment payable with respect to such Transfer(s) or self-development, as computed under the 2005 Redevelopment Agreement; provided, however, that for purposes of computing the Net Sales Proceeds arising from such Transfer, the parties acknowledge and agree that the Allocable Infrastructure Cost Amount shall be \$7,554,468 (computed as 175% of the estimated amount set forth in the 2005 Redevelopment Agreement, and which sum the parties have agreed to stipulate to in order to resolve their disputes over such amount), and provided further, that in no event shall the APC Purchase Price Payment for such Northeast Pad Transfer (when aggregated together with any other APC Purchase Price Payments previously made under this Section 17) exceed \$1,500,000.

If, in lieu of a Transfer, one or more of the Developer Parties (or its Affiliate) elects to self-develop the Northwest Pad APC Property or the Northeast Pad APC Property (or commences construction thereof), such party and the City shall agree upon the value of such APC Property at the time of such election (or commencement) for purposes determining the gross proceeds and consideration amount to be included in the APC Purchase Price Payment formula, subject again to the parties' agreement to the Allocable Infrastructure Cost Amount applicable to such APC Property, as set forth above. If such party and the City are unable to mutually agree upon such value, the City agrees to accept the valuation set forth in an independent, third party appraisal obtained by the lender providing the Lender Financing for APC Property's development, provided that such valuation (a) serves as the basis for the lender's underwriting and advancing additional funds under the Lender Financing documents that are reasonably allocable to such valuation, consistent with commercially reasonable lending practices, and (b) is based on a comparable sales approach or otherwise takes into account the dollar per square foot rate at which Central Loop properties have been sold, along with other facts and circumstances applicable to the APC Property's development. Notwithstanding the foregoing, in no event shall the applicable APC Purchase Price Payment (when aggregated together with any other APC Purchase Price Payments previously made under this Section 17) exceed \$1,500,000. Any written election or commencement of construction that does not result in the completion of construction of the APC Property shall result in a new valuation upon any



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subsequent Transfer, written election, or commencement of construction.

## SECTION 18. FULL FORCE AND EFFECT

Except as amended hereby, the terms and conditions of the 2005 Redevelopment Agreement and the Assumption Agreement applicable to the Developer Parties, the Phase I Project and the Phase II Project (including, without limitation, the ten percent (10%) affordable housing requirement applicable to any residential project constructed as part of the Phase II Project) shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE FOLLOWS.]

Property of Cook County Clerk's Office

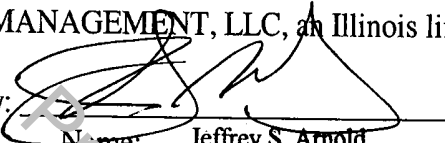
# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed on or as of the day and year first above written,

## DEVELOPER PARTIES

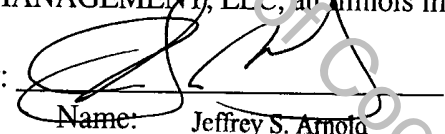
**108 N. STATE RETAIL LLC**, an Illinois limited liability company

By: JFA MANAGEMENT, LLC, an Illinois limited liability company, its manager

By:   
Name: Jeffrey S. Arnold  
Title: Manager

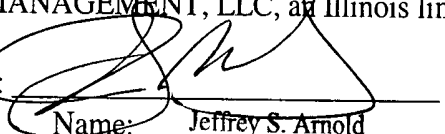
**108 N. STATE TRANSIT LLC**, an Illinois limited liability company

By: JFA MANAGEMENT, LLC, an Illinois limited liability company, its manager

By:   
Name: Jeffrey S. Arnold  
Title: Manager

**108 N. STATE RESIDENTIAL LLC**, an Illinois limited liability company,

By: JFA MANAGEMENT, LLC, an Illinois limited liability company, its manager

By:   
Name: Jeffrey S. Arnold  
Title: Manager

## CITY

**CITY OF CHICAGO**, a municipal corporation, acting by and through its Department of Planning and Development

By: \_\_\_\_\_  
Name: Arnold Randall  
Title: Commissioner

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed on or as of the day and year first above written,

## DEVELOPER PARTIES

**108 N. STATE RETAIL LLC**, an Illinois limited liability company

By: JFA MANAGEMENT, LLC, an Illinois limited liability company, its manager

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

**108 N. STATE TRANSIT LLC**, an Illinois limited liability company

By: JFA MANAGEMENT, LLC, an Illinois limited liability company, its manager

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

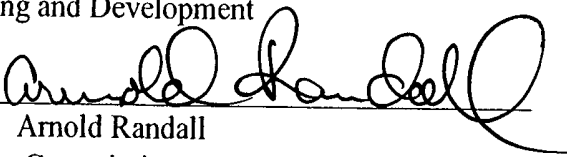
**108 N. STATE RESIDENTIAL LLC**, an Illinois limited liability company,

By: JFA MANAGEMENT, LLC, an Illinois limited liability company, its manager

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

## CITY

**CITY OF CHICAGO**, a municipal corporation, acting by and through its Department of Planning and Development

By:   
Name: Arnold Randall  
Title: Commissioner

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STATE OF ILLINOIS        )  
   ) ss  
 COUNTY OF COOK         )

I, \_\_\_\_\_, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of JFA Management, LLC (the "Manager"), in its own capacity and in its capacity as the manager of 108 N. State Retail LLC, 108 N. State Transit LLC, and 108 N. State Residential LLC (collectively, the "Developer Parties"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument, pursuant to the authority given to him by the members of the Manager, as his free and voluntary act and as the free and voluntary act of the Manager and the Developer Parties, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

\_\_\_\_\_  
 My Commission Expires

(SEAL)

PROPOSED COOK County Clerk's Office

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STATE OF ILLINOIS     )  
  ) ss  
COUNTY OF COOK     )

DANIELLE BERKEMEIER

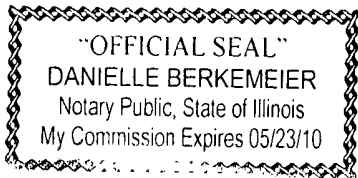
I, \_\_\_\_\_, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that ~~JEFFREY S. ARNOLD~~ personally known to me to be the MANAGER of JFA Management, LLC (the "Manager"), in its own capacity and in its capacity as the manager of 108 N. State Retail LLC, 108 N. State Transit LLC, and 108 N. State Residential LLC (collectively, the "Developer Parties"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument, pursuant to the authority given to him by the members of the Manager, as his free and voluntary act and as the free and voluntary act of the Manager and the Developer Parties, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ~~30th~~ day of DECEMBER, 2008.

Danielle Berkemeier  
Notary Public

5-23-10  
My Commission Expires

(SEAL)



PROPOSED COOK County Clerk's Office



# UNOFFICIAL COPY

STATE OF ILLINOIS       )  
  ) ss  
COUNTY OF COOK       )

I, Yolanda Quesada, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Arnold Randall, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instruments pursuant to the authority given to her by the City, as his free and voluntary act and as the free and voluntary acts of the City, for the uses and purposes therein set forth.

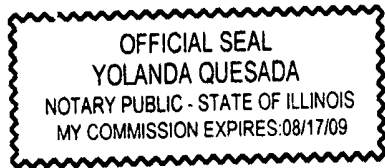
GIVEN under my hand and official seal this 22 day of Dec. 2008.

Yolanda Quesada  
Notary Public

8-17-2009

My Commission Expires

(SEAL)



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## LIST OF EXHIBITS

- Exhibit A      Legal Description
- Exhibit B      TIF-Funded Improvements
- Exhibit C      Current Base Improvements Project Budget
- Exhibit D      Current Phase I Project Budget
- Exhibit E      Permitted Exceptions

Property of Cook County Clerk's Office

EXHIBIT A  
**UNOFFICIAL COPY**  
 Legal Description

CHICAGO TITLE INSURANCE COMPANY  
 COMMITMENT FOR TITLE INSURANCE  
 SCHEDULE A (CONTINUED)

ORDER NO. : 1401 008452338 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

{RETAIL PARCEL}

RETAIL PARCEL

MAIN TRACT:

AT-GRADE LEGAL DESCRIPTION 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 QUARTER 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.

EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTH HALF OF THE VACATED WEST COURT PLACE LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOT 5 IN BLOCK 37 IN THE ORIGINAL TOWN OF CHICAGO, AND, THAT PART OF LOT 5 IN BLOCK 37 IN ORIGINAL TOWN OF CHICAGO, LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 5 WHICH IS 55 FEET 10 INCHES SOUTH FROM THE NORTHWEST CORNER OF SAID LOT 5 AND RUNNING THENCE EAST ALONG A STRAIGHT LINE TO A POINT ON THE EAST LINE OF SAID LOT 5 WHICH IS 54 FEET 6 INCHES SOUTH FROM THE NORTHEAST CORNER OF SAID LOT 5, EXCEPTING FROM SAID PART OF LOT 5 THAT PART THEREOF WHICH IS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SAID LOT 5, WHICH IS 55 FEET 10 INCHES SOUTH OF THE NORTHWEST CORNER OF SAID LOT; THENCE EAST FOR A DISTANCE OF 54 FEET ALONG A STRAIGHT LINE, WHICH IF EXTENDED, WOULD INTERSECT THE EAST LINE OF SAID LOT 5 AT A POINT 54 FEET 6 INCHES SOUTH OF THE NORTHEAST CORNER OF SAID LOT; THENCE NORTH, 4 FEET 8 INCHES; THENCE WEST, 54 FEET TO THE WEST LINE OF SAID LOT; THENCE SOUTH, 4 FEET 8 INCHES TO THE POINT OF BEGINNING.

IN COOK COUNTY, ILLINOIS; TOGETHER WITH

(MAIN TRACT CONTINUED) P1 (BELOW GRADE ON WEST RANDOLPH STREET): THAT PART OF WEST RANDOLPH STREET AND THAT PART OF NORTH STATE STREET AND THAT PART OF NORTH DEARBORN STREET, ALL TAKEN AS A TRACT IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.50 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -85.50 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTH 89°08'58" EAST, ALONG THE NORTH LINE OF BLOCK 37, AFORESAID, AND THE EASTERLY EXTENSION THEREOF, 324.63 FEET TO THE WEST LINE OF STATE STREET AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845; THENCE SOUTH 89°08'58" EAST, ALONG SAID EASTERLY EXTENSION, 16.00 FEET TO A POINT ON A LINE DRAWN 16.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF STATE STREET, AFORESAID; THENCE NORTH 00°00'00" EAST, ALONG SAID PARALLEL LINE, 16.31 FEET TO A POINT ON A LINE DRAWN 16.31 FEET NORTH OF AND PARALLEL WITH THE

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## CHICAGO TITLE INSURANCE COMPANY

### COMMITMENT FOR TITLE INSURANCE

#### SCHEDULE A (CONTINUED)

ORDER NO. : 1401 008452338 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

NORTH LINE OF SAID BLOCK 37; THENCE NORTH 808'58" WEST, ALONG THE LAST MENTIONED PARALLEL LINE, 356.92 FEET TO A POINT ON A LINE DRAWN 16.29 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 37; THENCE SOUTH 0001'10" WEST, ALONG THE LAST MENTIONED PARALLEL LINE, 16.31 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID BLOCK 37; THENCE SOUTH 808'58" EAST, ALONG SAID WESTERLY EXTENSION, 16.29 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

(MAIN TRACT CONTINUED) P2 (BELOW GRADE ON NORTH STATE STREET): THAT PART OF NORTH STATE STREET IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.50 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -85.50 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY EXTENSION OF THE NORTH LINE OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST QUARTER OF SAID SECTION 9 WITH THE WEST LINE OF STATE STREET AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845; THENCE SOUTH 8908'58" EAST, ALONG SAID EASTERLY EXTENSION, 16.00 FEET TO A POINT ON A LINE DRAWN 16.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF STATE STREET, AFORESAID; THENCE SOUTH 0000'00" WEST, ALONG SAID PARALLEL LINE, 384.07 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID BLOCK 37; THENCE NORTH 854'02" WEST, ALONG THE LAST MENTIONED EASTERLY EXTENSION, 16.00 FEET TO THE WEST LINE OF STATE STREET, AFORESAID; THENCE NORTH 000'00" EAST, ALONG THE WEST LINE OF STATE STREET, AFORESAID, 384.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

(MAIN TRACT CONTINUED) P3 (BELOW GRADE ON WEST WASHINGTON STREET): THAT PART OF WEST WASHINGTON STREET AND THAT PART OF NORTH STATE STREET AND THAT PART OF NORTH DEARBORN STREET, ALL TAKEN AS A TRACT IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.50 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -85.50 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTH 8854'02" EAST, ALONG THE SOUTH LINE OF BLOCK 37, AFORESAID, AND THE EASTERLY EXTENSION THEREOF, 324.79 FEET TO THE WEST LINE OF STATE STREET AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845; THENCE SOUTH 854'02" EAST, 16.00 FEET TO A POINT ON A LINE DRAWN 16.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF STATE STREET, AFORESAID; THENCE SOUTH 000'00" WEST, ALONG SAID PARALLEL LINE, 16.00 FEET TO A POINT ON A LINE DRAWN 16.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 37; THENCE NORTH 854'02" WEST, ALONG THE LAST MENTIONED PARALLEL LINE, 357.09 FEET TO A POINT ON A LINE DRAWN 16.29 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 37; THENCE NORTH 001'10" EAST, ALONG THE LAST MENTIONED PARALLEL LINE, 16.00 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID BLOCK 37; THENCE SOUTH 8854'02" EAST, ALONG SAID WESTERLY EXTENSION, 16.29 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

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## COMMITMENT FOR TITLE INSURANCE

## SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008452338 D2

**5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):**

(MAIN TRACT CONTINUED) P4 (BELOW GRADE ON NORTH DEARBORN STREET SOUTH OF COMMONWEALTH EDISON SUBSTATION PROPERTY): THAT PART OF NORTH DEARBORN STREET IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.50 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -85.50 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE NORTH 001'10" EAST, ALONG THE WEST LINE OF BLOCK 37, AFORESAID, 131.13 FEET TO A POINT WHICH IS 51.16 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 5, IN BLOCK 37, AFORESAID, AS MEASURED ALONG THE WEST LINE OF SAID LOT 5; THENCE NORTH 858'46" WEST, 16.29 FEET TO A LINE DRAWN 16.29 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 37; THENCE SOUTH 001'10" WEST, ALONG SAID PARALLEL LINE, 130.82 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID BLOCK 37; THENCE SOUTH 8854'02" EAST ALONG SAID WESTERLY EXTENSION, 16.29 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

(MAIN TRACT CONTINUED) P5 (BELOW GRADE ON NORTH DEARBORN STREET NORTH OF COMMONWEALTH EDISON SUBSTATION PROPERTY): THAT PART OF NORTH DEARBORN STREET IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.50 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -85.50 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTH 001'10" WEST, ALONG THE WEST LINE OF BLOCK 37, AFORESAID, 200.29 FEET TO THE NORTHWEST CORNER OF LOT 5 IN BLOCK 37, AFORESAID; THENCE NORTH 801'30" WEST, 16.29 FEET TO A LINE DRAWN 16.29 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID BLOCK 37; THENCE NORTH 001'10" EAST, ALONG SAID PARALLEL LINE, 200.26 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID BLOCK 37; THENCE SOUTH 808'58" EAST ALONG SAID WESTERLY EXTENSION, 16.29 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

(MAIN TRACT CONTINUED) P6 (LOWER LEVEL ABOVE GRADE (APPROXIMATELY 0 TO 15 FEET) ON WEST RANDOLPH STREET): THAT PART OF WEST RANDOLPH STREET AND THAT PART OF NORTH STATE STREET, ALL TAKEN AS A TRACT IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.50 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.50 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECT VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTH 808'58" EAST, ALONG THE NORTH LINE OF BLOCK 37, AFORESAID, AND THE EASTERLY EXTENSION THEREOF, 324.63 FEET TO THE WEST LINE OF STATE STREET AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845; THENCE SOUTH 8908'58" EAST, ALONG SAID EASTERLY EXTENSION, 1.50 FEET TO A POINT ON A LINE DRAWN 1.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF STATE STREET, AFORESAID; THENCE NORTH 0000'00" EAST, ALONG



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COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

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**5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):**

SAID PARALLEL LINE, 1.50 FEET TO A POINT ON A LINE DRAWN 1.50 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 37; THENCE NORTH 808'58" WEST, ALONG THE LAST MENTIONED PARALLEL LINE, 326.13 FEET TO THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID BLOCK 37; THENCE SOUTH 0001'10" WEST, ALONG SAID NORTHERLY EXTENSION, 1.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

(MAIN TRACT CONTINUED) P7 (LOWER LEVEL ABOVE GRADE (APPROXIMATELY 0 TO 15 FEET) ON NORTH STATE STREET): THAT PART OF NORTH STATE STREET IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.50 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.50 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECT VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY EXTENSION OF THE NORTH LINE OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST QUARTER OF SAID SECTION 9 WITH THE WEST LINE OF STATE STREET AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845; THENCE SOUTH 8908'58" EAST, ALONG SAID EASTERLY EXTENSION, 1.50 FEET TO A POINT ON A LINE DRAWN 1.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF STATE STREET, AFORESAID; THENCE SOUTH 0000'00" WEST, ALONG SAID PARALLEL LINE, 384.00 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID BLOCK 37; THENCE NORTH 854'02" WEST, ALONG THE LAST MENTIONED EASTERLY EXTENSION, 1.50 FEET TO THE WEST LINE OF STATE STREET, AFORESAID; THENCE NORTH 000'00" EAST, ALONG THE WEST LINE OF STATE STREET, AFORESAID, 384.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

(MAIN TRACT CONTINUED) P8 (UPPER LEVEL ABOVE GRADE (ABOVE APPROXIMATELY 15 FEET) ON WEST RANDOLPH STREET): THAT PART OF WEST RANDOLPH STREET AND THAT PART OF NORTH STATE STREET, ALL TAKEN AS A TRACT IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 689.50 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 429.50 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECT VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTH 808'58" EAST, ALONG THE NORTH LINE OF BLOCK 37, AFORESAID, AND THE EASTERLY EXTENSION THEREOF, 324.63 FEET TO THE WEST LINE OF STATE STREET AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845; THENCE SOUTH 808'58" EAST, ALONG SAID EASTERLY EXTENSION, 5.00 FEET TO A POINT ON A LINE DRAWN 5.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF STATE STREET, AFORESAID; THENCE NORTH 000'00" EAST, ALONG SAID PARALLEL LINE, 5.00 FEET TO A POINT ON A LINE DRAWN 5.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 37; THENCE NORTH 808'58" WEST, ALONG THE LAST MENTIONED PARALLEL LINE, 329.63 FEET TO THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID BLOCK 37; THENCE SOUTH 001'10" WEST, ALONG SAID NORTHERLY EXTENSION, 5.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

(MAIN TRACT CONTINUED) P9 (UPPER LEVEL (ABOVE APPROXIMATELY 15 FEET) ON NORTH STATE STREET): THAT PART OF NORTH STATE STREET IN THE EAST PART OF THE SOUTHEAST

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## COMMITMENT FOR TITLE INSURANCE

## SCHEDULE A (CONTINUED)

ORDER NO. : 1401 008452338 D2

## 5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +689.50 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.50 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECT VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY EXTENSION OF THE NORTH LINE OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST QUARTER OF SAID SECTION 9 WITH THE WEST LINE OF STATE STREET AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845; THENCE SOUTH 8908'58" EAST, ALONG SAID EASTERLY EXTENSION, 5.00 FEET TO A POINT ON A LINE DRAWN 5.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF STATE STREET, AFORESAID; THENCE SOUTH 0000'00" WEST, ALONG SAID PARALLEL LINE, 34.02 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID BLOCK 37; THENCE NORTH 854'02" WEST, ALONG THE LAST MENTIONED EASTERLY EXTENSION, 5.00 FEET TO THE WEST LINE OF STATE STREET, AFORESAID; THENCE NORTH 000'00" EAST, ALONG THE WEST LINE OF STATE STREET, AFORESAID, 384.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

(MAIN TRACT CONTINUED) P10 (UPPER LEVEL ABOVE GRADE (ABOVE APPROXIMATELY 15 FEET) ON WEST WASHINGTON STREET): THAT PART OF WEST WASHINGTON STREET AND THAT PART OF NORTH STATE STREET, ALL TAKEN AS A TRACT IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +689.50 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.50 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECT VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTH 8854'02" EAST, ALONG THE SOUTH LINE OF BLOCK 37, AFORESAID, AND THE EASTERLY EXTENSION THEREOF, 324.79 FEET TO THE WEST LINE OF STATE STREET AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845; THENCE SOUTH 854'02" EAST, 5.00 FEET TO A POINT ON A LINE DRAWN 5.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF STATE STREET, AFORESAID; THENCE SOUTH 000'00" WEST, ALONG SAID PARALLEL LINE, 4.00 FEET TO A POINT ON A LINE DRAWN 4.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 37; THENCE NORTH 8854'02" WEST, ALONG THE LAST MENTIONED PARALLEL LINE, 329.79 FEET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID BLOCK 37; THENCE NORTH 001'10" EAST, ALONG SAID SOUTHERLY EXTENSION, 4.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

(MAIN TRACT CONTINUED) P11 (BELOW GRADE ON NORTH STATE STREET): THAT PART OF NORTH STATE STREET IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.50 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -85.50 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERLY EXTENSION OF THE NORTH LINE OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST QUARTER OF SAID SECTION 9 WITH THE WEST LINE OF STATE STREET AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845; THENCE SOUTH 8908'58" EAST, ALONG SAID EASTERLY EXTENSION, 16.00 FEET TO A POINT ON A LINE DRAWN 16.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF STATE STREET,

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## COMMITMENT FOR TITLE INSURANCE

## SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008452338 D2

## 5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

AFORESAID; THENCE SOUTH 0000'00" WEST, ALONG SAID PARALLEL LINE, 299.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 9000'00" EAST, 4.00 FEET; THENCE SOUTH 0000'00" WEST, 101.08 FEET TO A POINT ON A LINE DRAWN 16.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 37; THENCE NORTH 854'02" WEST, ALONG THE LAST MENTIONED PARALLEL LINE, 4.00 FEET TO A POINT ON THE LINE DRAWN 16.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF STATE STREET, AFORESAID; THENCE NORTH 0000'00" EAST, ALONG THE LINE DRAWN 16.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF STATE STREET, AFORESAID, 101.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

(MAIN TRACT CONTINUED) P12 (UPPER LEVEL ABOVE GRADE (ABOVE APPROXIMATELY 15 FEET) ON WEST WASHINGTON STREET); THAT PART OF WEST WASHINGTON STREET IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +689.50 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.50 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTH 001'10" WEST, ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 37, AFORESAID, 4.00 FEET TO A POINT ON A LINE DRAWN 4.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 37, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 8854'02" EAST, ALONG THE LAST MENTIONED PARALLEL LINE, 26.03 FEET; THENCE NORTH 859'59" WEST, 26.02 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID BLOCK 37, AFORESAID; THENCE NORTH 001'10" EAST, ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 37, AFORESAID, 0.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

EXCEPT THE MEDIA TOWER PARCELS FROM THE MAIN TRACT:

## 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 QUARTER 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 0001'10" EAST, ALONG THE WEST LINE THEREOF, 131.13 FEET TO THE PROPERTY LINE OF THE COMMONWEALTH EDISON COMPANY; THE NEXT 3 COURSES BEING ALONG SAID COMMONWEALTH EDISON COMPANY PROPERTY LINE AND THE EASTERLY EXTENSION THEREOF; THENCE SOUTH 858'46" EAST, 54.00 FEET; THENCE SOUTH 001'22" EAST, 4.67 FEET; THENCE SOUTH 858'46" EAST, 21.82 FEET; THENCE SOUTH 5007'57" EAST, 28.58 FEET; THENCE SOUTH 900'00" EAST, 71.66 FEET; THENCE SOUTH 4159'02" EAST, 34.44 FEET; THENCE SOUTH 303'23" EAST, 10.33 FEET; THENCE SOUTH 407'59" EAST, 37.49 FEET; THENCE SOUTH 0000'00" WEST, 50.89 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 37, AFORESAID; THENCE NORTH 854'02" WEST, ALONG THE SOUTH LINE OF BLOCK 37, AFORESAID, A DISTANCE OF 223.96



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COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORDER NO. : 1401 008452338 D2

**5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED)**

FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

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 QUARTER 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 FEET 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 0001'10" WEST, ALONG THE SOUTHWARD EXTENSION OF THE WEST LINE OF BLOCK 37, AFORESAID, 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 854'02" WEST, ALONG THE AFORESAID SOUTH LINE, 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 0001'10" EAST, ALONG THE WEST LINE OF THAT PART OF NORTH DEARBORN STREET HERETOFORE VACATED, AFORESAID, 116.82 FEET TO THE WESTERLY EXTENSION OF THE PROPERTY LINE OF THE COMMONWEALTH EDISON COMPANY; THE NEXT 3 COURSES BEING ALONG THE COMMONWEALTH EDISON COMPANY PROPERTY LINE AND THE WESTERLY AND EASTERLY EXTENSIONS THEREOF; THENCE SOUTH 8958'46" EAST, 70.29 FEET; THENCE SOUTH 001'22" EAST, 4.67 FEET; THENCE SOUTH 858'46" EAST, 21.82 FEET; THENCE SOUTH 507'57" EAST, 28.58 FEET; THENCE SOUTH 900'00" EAST, 71.66 FEET; THENCE SOUTH 459'02" EAST, 34.44 FEET; THENCE SOUTH 303'23" EAST, 10.33 FEET; THENCE SOUTH 4307'59" EAST, 37.49 FEET; THENCE SOUTH 000'00" WEST, 66.89 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED, AFORESAID; THENCE NORTH 854'02" WEST, ALONG THE AFORESAID SOUTH LINE, 240.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

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 QUARTER 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 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 0001'10" WEST, ALONG THE SOUTHWARD EXTENSION OF THE WEST LINE OF BLOCK 37, AFORESAID, 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

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COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORDER NO. : 1401 008452338 D2

## 5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED)

AND ELEVATION +14.50 CHICAGO CITY DATUM; THENCE NORTH 854'02" WEST, ALONG THE AFOREMENTIONED SOUTH LINE, 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 0001'10" EAST, ALONG THE WEST LINE OF THAT PART OF NORTH DEARBORN STREET HERETOFORE VACATED, AFORESAID, 146.82 FEET TO THE WESTERLY EXTENSION OF THE PROPERTY LINE OF THE COMMONWEALTH EDISON COMPANY; THE NEXT 3 COURSES BEING ALONG THE COMMONWEALTH EDISON COMPANY PROPERTY LINE AND THE WESTERLY AND EASTERLY EXTENSIONS THEREOF; THENCE SOUTH 8958'46" EAST, 70.29 FEET; THENCE SOUTH 001'22" EAST, 4.67 FEET; THENCE SOUTH 858'46" EAST, 26.91 FEET; THENCE SOUTH 000'00" WEST, 6.35 FEET; THENCE SOUTH 900'00" EAST, 100.29 FEET; THENCE SOUTH 000'00" WEST, 18.20 FEET; THENCE SOUTH 900'00" EAST, 28.35 FEET; THENCE SOUTH 4500'00" EAST, 34.69 FEET; THENCE SOUTH 000'00" WEST, 97.85 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED, AFORESAID; THENCE NORTH 854'02" WEST, ALONG THE AFOREMENTIONED SOUTH LINE, 250.47 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

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 QUARTER 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 001'10" EAST, ALONG THE WEST LINE THEREOF, 89.92 FEET; THENCE SOUTH 900'00" EAST, 70.52 FEET; THENCE NORTH 5810'30" EAST, 55.15 FEET; THENCE SOUTH 900'00" EAST, 26.31 FEET; THENCE SOUTH 000'00" WEST, 6.46 FEET; THENCE SOUTH 900'00" EAST, 50.50 FEET; THENCE SOUTH 000'00" WEST, 10.32 FEET; THENCE SOUTH 900'00" EAST, 15.05 FEET; THENCE SOUTH 4500'00" EAST, 35.16 FEET; THENCE SOUTH 000'00" WEST, 77.94 FEET; THENCE SOUTH 9000'00" EAST, 0.42 FEET; THENCE SOUTH 0000'00" WEST, 2.92 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 37, AFORESAID; THENCE NORTH 8854'02" WEST, ALONG THE SOUTH LINE OF BLOCK 37, AFORESAID, A DISTANCE OF 234.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

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 QUARTER 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 0001'10"



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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORDER NO. : 1401 008452338 D2

**5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):**

WEST, ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 37, AFORESAID, 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 0001'10" EAST, ALONG THE WEST LINE OF SAID BLOCK 37, AND ITS SOUTHERLY EXTENSION, 94.42 FEET; THENCE SOUTH 900'00" EAST, 70.52 FEET; THENCE NORTH 5810'30" EAST, 55.15 FEET; THENCE SOUTH 900'00" EAST, 26.31 FEET; THENCE SOUTH 0000'00" WEST, 6.46 FEET; THENCE SOUTH 9000'00" EAST, 50.50 FEET; THENCE SOUTH 000'00" WEST, 10.32 FEET; THENCE SOUTH 9000'00" EAST, 15.05 FEET; THENCE SOUTH 400'00" EAST, 35.16 FEET; THENCE SOUTH 0000'00" WEST, 77.94 FEET; THENCE SOUTH 900'00" EAST, 0.42 FEET; THENCE SOUTH 000'00" WEST, 7.92 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED, AFORESAID; THENCE NORTH 854'02" WEST, ALONG THE AFOREMENTIONED SOUTH LINE, 208.56 FEET; THENCE NORTH 859'59" WEST, ALONG THE AFOREMENTIONED SOUTH LINE, 26.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

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 QUARTER 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 0001'10" WEST, ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 37, AFORESAID, 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 0001'10" EAST, ALONG THE WEST LINE OF SAID BLOCK 37, AND ITS SOUTHERLY EXTENSION, 94.42 FEET; THENCE SOUTH 900'00" EAST, 70.52 FEET; THENCE NORTH 5810'30" EAST, 55.15 FEET; THENCE SOUTH 900'00" EAST, 26.31 FEET; THENCE SOUTH 0000'00" WEST, 6.46 FEET; THENCE SOUTH 9000'00" EAST, 50.50 FEET; THENCE SOUTH 000'00" WEST, 2.88 FEET; THENCE SOUTH 9000'00" EAST, 39.92 FEET; THENCE SOUTH 000'01" WEST, 110.25 FEET; THENCE SOUTH 900'00" EAST, 0.42 FEET; THENCE SOUTH 0000'00" WEST, 7.92 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED, AFORESAID; THENCE NORTH 8854'02" WEST, ALONG THE AFOREMENTIONED SOUTH LINE, 208.56 FEET; THENCE NORTH 859'59" WEST, ALONG THE AFOREMENTIONED SOUTH LINE, 26.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

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 QUARTER 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

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## COMMITMENT FOR TITLE INSURANCE SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008452338 D2

### 5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

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 001'10" WEST, ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 37, AFORESAID, 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 001'10" EAST, ALONG THE WEST LINE OF SAID BLOCK 37, AND ITS SOUTHERLY EXTENSION, 123.50 FEET; THENCE SOUTH 900'00" EAST, 234.09 FEET; THENCE SOUTH 000'00" WEST, 119.58 FEET; THENCE SOUTH 900'00" EAST, 0.42 FEET; THENCE SOUTH 000'00" WEST, 7.92 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED, AFORESAID; THENCE NORTH 854'02" WEST, ALONG THE AFOREMENTIONED SOUTH LINE, 208.56 FEET; THENCE NORTH 859'59" WEST, ALONG THE AFOREMENTIONED SOUTH LINE, 26.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

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 QUARTER 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 001'10" WEST, ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 37, AFORESAID, 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 001'10" EAST, ALONG THE WEST LINE OF SAID BLOCK 37, AND ITS SOUTHERLY EXTENSION, 123.50 FEET; THENCE SOUTH 900'00" EAST, 234.50 FEET; THENCE SOUTH 000'00" WEST, 32.64 FEET; THENCE NORTH 900'00" WEST, 3.58 FEET; THENCE SOUTH 000'00" WEST, 90.20 FEET; THENCE SOUTH 900'00" EAST, 1.75 FEET; THENCE SOUTH 000'00" WEST, 4.63 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED, AFORESAID; THENCE NORTH 854'02" WEST, ALONG THE AFOREMENTIONED SOUTH LINE, 206.73 FEET; THENCE NORTH 859'59" WEST, ALONG THE AFOREMENTIONED SOUTH LINE, 26.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

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 QUARTER 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

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## COMMITMENT FOR TITLE INSURANCE

## SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008452338 D2

## 5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

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 001°10' WEST, ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 37, AFORESAID, 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 001°10' EAST, ALONG THE WEST LINE OF SAID BLOCK 37, AND ITS SOUTHERLY EXTENSION, 123.50 FEET; THENCE SOUTH 9000°00' EAST, 234.50 FEET; THENCE SOUTH 0000°00' WEST, 127.50 FEET TO A POINT ON THE SOUTH LINE OF THAT PART OF WEST WASHINGTON STREET HERETOFORE VACATED, AFORESAID; THENCE NORTH 854°02' WEST, ALONG THE AFOREMENTIONED SOUTH LINE, 208.56 FEET; THENCE NORTH 859°59' WEST, ALONG THE AFOREMENTIONED SOUTH LINE, 26.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

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 QUARTER 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 WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 37, AFORESAID; THENCE NORTH 001°10' EAST, ALONG THE WEST LINE OF SAID BLOCK 37, 119.00 FEET; THENCE SOUTH 9000°00' EAST, 234.50 FEET; THENCE SOUTH 0000°00' WEST, 123.50 FEET TO A POINT ON THE SOUTH LINE OF BLOCK 37, AFORESAID; THENCE NORTH 854°02' WEST, ALONG THE AFOREMENTIONED SOUTH LINE, 234.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

INCLUDING

ALSO, ~~EXCEPT~~ THE CTA PARCELS FROM THE MAIN TRACT:

## CTA PARCELS

CTA PARCEL B1-1 THAT PART OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO, TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST LINE OF STATE STREET AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845, TOGETHER WITH THAT PART OF VACATED NORTH STATE STREET, TOGETHER WITH THAT PART OF VACATED WEST WASHINGTON STREET, ALL TAKEN AS A TRACT IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.97 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -4.86 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF BLOCK 37, AFORESAID, WITH THE WEST LINE OF NORTH STATE STREET AS ESTABLISHED BY ACT OF LEGISLATURE ON MARCH 3, 1845, AFORESAID; THENCE SOUTH 0000°00' WEST, ALONG SAID WEST LINE, 1.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 8853°55' WEST, 90.62 FEET; THENCE NORTH 000°00' EAST, 25.87 FEET; THENCE SOUTH 900°00' EAST, 12.21



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COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008452338 D2

**5 THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):**

FEET; THENCE NORTH 000'00" EAST, 9.31 FEET; THENCE NORTH 900'00" WEST, 2.21 FEET; THENCE NORTH 0000'00" EAST, 8.53 FEET; THENCE NORTH 8959'59" WEST, 10'00 FEET; THENCE NORTH 000'00" EAST, 39.14 FEET; THENCE NORTH 400'00" WEST, 34.69 FEET; THENCE NORTH 900'00" WEST, 28.35 FEET; THENCE NORTH 000'00" EAST, 18.20 FEET; THENCE NORTH 900'00" WEST, 54.43 FEET; THENCE NORTH 0000'00" EAST, 8.00 FEET; THENCE SOUTH 900'00" EAST, 10.25 FEET; THENCE NORTH 0000'00" EAST, 4.42 FEET; THENCE NORTH 4458'05" WEST, 22.89 FEET; THENCE NORTH 000'00" EAST, 11.30 FEET; THENCE NORTH 4458'35" EAST, 20.51 FEET; THENCE SOUTH 852'58" EAST, 104.19 FEET; THENCE NORTH 007'02" EAST, 2.14 FEET; THENCE SOUTH 9000'00" EAST, 34.20 FEET; THENCE SOUTH 002'31" WEST, 7.04 FEET; THENCE SOUTH 9000'00" EAST, 45.09 FEET; THENCE NORTH 000'00" EAST, 15.88 FEET; THENCE SOUTH 9000'00" EAST, 4.93 FEET; THENCE NORTH 0000'00" EAST, 0.50 FEET; THENCE SOUTH 900'00" EAST, 2.90 FEET; THENCE SOUTH 0000'00" WEST, 5.45 FEET; THENCE NORTH 859'57" EAST, 7.33 FEET; THENCE NORTH 0000'00" EAST, 6.28 FEET; THENCE SOUTH 9000'00" EAST, 5.02 FEET; THENCE NORTH 0000'00" EAST, 15.94 FEET; THENCE SOUTH 900'00" EAST, 1.83 FEET; THENCE SOUTH 000'00" WEST, 21.58 FEET; THENCE NORTH 900'00" WEST, 5.00 FEET; THENCE SOUTH 000'00" WEST, 52.64 FEET; THENCE SOUTH 900'00" EAST, 5.00 FEET TO A POINT ON AN EAST LINE OF THAT PART OF VACATED NORTH STATE STREET, AFORESAID; THENCE SOUTH 000'00" WEST, ALONG THE LAST MENTIONED EAST LINE, 38.00 FEET; THENCE NORTH 900'00" WEST, 5.00 FEET; THENCE SOUTH 000'00" WEST, 2.64 FEET; THENCE SOUTH 2849'46" EAST, 9.40 FEET; THENCE SOUTH 030'00" WEST, 77.59 FEET; THENCE NORTH 853'55" WEST, 15.53 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

CTA PARCEL B1-2A THAT PART OF VACATED NORTH DEARBORN STREET LYING WEST AND ADJOINING BLOCK 37 OF ORIGINAL TOWN OF CHICAGO, IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.50 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.75 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 37, AFORESAID; THENCE SOUTH 001'10" WEST, ALONG THE WEST LINE THEREOF, 161.29 FEET; THENCE NORTH 801'30" WEST, 9.25 FEET; THENCE SOUTH 000'00" WEST, 1.31 TO THE POINT OF BEGINNING; THENCE SOUTH 000'00" WEST, 9.42 FEET; THENCE NORTH 900'00" WEST, 5.54 FEET; THENCE NORTH 000'00" EAST, 9.42 FEET; THENCE SOUTH 900'00" EAST, 5.54 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

CTA PARCEL B1-2B THAT PART OF VACATED NORTH DEARBORN STREET LYING WEST AND ADJOINING BLOCK 37 OF ORIGINAL TOWN OF CHICAGO, IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.75 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -4.86 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 37, AFORESAID; THENCE SOUTH 001'10" WEST, ALONG THE WEST LINE THEREOF, 161.29 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 001'10" WEST, ALONG THE WEST LINE OF BLOCK 37, AFORESAID, 30.00 FEET TO A POINT ON THE NORTH LINE OF THE COMMONWEALTH EDISON PROPERTY; THENCE NORTH 801'30" WEST, ALONG THE LAST MENTIONED NORTH LINE, 16.29 FEET TO A POINT ON THE WEST LINE OF THAT PART OF VACATED NORTH DEARBORN

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## COMMITMENT FOR TITLE INSURANCE

## SCHEDULE A (CONTINUED)

ORDER NO. 1401 008452338 D2

**THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED)**

STREET, AFORESAID; THENCE NORTH 001'10" EAST, ALONG THE LAST MENTIONED WEST LINE, 39.00 FEET; THENCE SOUTH 890'30" EAST, 16.29 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

CTA PARCEL B1-3A THAT PART OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO TOGETHER WITH THAT PART OF VACATED NORTH DEARBORN STREET, ALL TAKEN AS A TRACT IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +11.87 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -4.86 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 37, AFORESAID; THENCE SOUTH 0001'10" WEST, ALONG THE WEST LINE THEREOF, 14.70 FEET; THENCE SOUTH 900'00" EAST, 1.98 FEET; THENCE SOUTH 003'05" WEST, 1.64 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0003'05" WEST, 33.19 FEET; THENCE SOUTH 858'50" EAST, 9.80 FEET; THENCE NORTH 000'00" EAST, 33.19 FEET; THENCE NORTH 8958'50" WEST, 9.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

CTA PARCEL B1-3B THAT PART OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO TOGETHER WITH THAT PART OF VACATED NORTH DEARBORN STREET, ALL TAKEN AS A TRACT IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.50 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -3.79 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 37, AFORESAID; THENCE SOUTH 0001'10" WEST, ALONG THE WEST LINE THEREOF, 14.70 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 900'00" EAST, 1.98 FEET; THENCE SOUTH 0003'05" WEST, 36.50 FEET; THENCE SOUTH 859'53" WEST, 18.25 FEET; THENCE NORTH 0001'10" EAST, 36.50 FEET; THENCE SOUTH 900'00" EAST, 16.29 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

CTA PARCEL B1-4 THAT PART OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.50 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -4.86 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 37, AFORESAID; THENCE SOUTH 001'10" WEST, ALONG THE WEST LINE THEREOF, 157.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 001'10" WEST, ALONG THE LAST MENTIONED WEST LINE, 15.28 FEET; THENCE SOUTH 857'47" EAST, 34.07 FEET; THENCE NORTH 002'13" EAST, 15.28 FEET; THENCE NORTH 857'47" WEST, 34.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

CTA PARCEL B1-5 THAT PART OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +12.75 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -4.86 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 37, AFORESAID; THENCE SOUTH 001'10" WEST, ALONG THE WEST LINE THEREOF,



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## COMMITMENT FOR TITLE INSURANCE

## SCHEDULE A (CONTINUED)

ORDER NO. : 1401 008452338 D2

## 5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):

172.29 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 001'10" WEST, ALONG THE LAST MENTIONED WEST LINE, 19.00 FEET TO A POINT ON THE NORTH LINE OF THE COMMONWEALTH EDISON PROPERTY; THENCE SOUTH 801'30" EAST, ALONG THE LAST MENTIONED NORTH LINE, 4.06 FEET; THENCE NORTH 000'05" WEST, 19.06 FEET; THENCE NORTH 857'47" WEST, 4.05 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

CTA PARCEL 82-1 THAT PART OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO, TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST LINE OF STATE STREET AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845, TOGETHER WITH THAT PART OF VACATED WEST WASHINGTON STREET, TOGETHER WITH THAT PART OF VACATED NORTH DEARBORN STREET, TOGETHER WITH THAT PART OF VACATED WEST RANDOLPH STREET, ALL TAKEN AS A TRACT IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF -4.86 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -14.66 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF BLOCK 37, AFORESAID, WITH THE WEST LINE OF NORTH STATE STREET AS ESTABLISHED BY ACT OF LEGISLATURE ON MARCH 3, 1845, AFORESAID; THENCE NORTH 8854'02" WEST, ALONG THE SOUTH LINE OF BLOCK 37 AND ITS EASTERLY EXTENSION, AFORESAID, 10.58 FEET; THENCE NORTH 0105'58" EAST, 19.83 FEET TO THE POINT OF BEGINNING; THENCE NORTH 000'00" WEST, 18.95 FEET; THENCE NORTH 458'05" WEST, 80.54 FEET; THENCE SOUTH 000'04" EAST, 28.53 FEET; THENCE NORTH 900'00" WEST, 5.20 FEET; THENCE NORTH 0000'04" WEST, 23.33 FEET; THENCE SOUTH 401'55" WEST, 8.90 FEET; THENCE NORTH 4458'05" WEST, 6.83 FEET; THENCE SOUTH 4501'55" WEST, 10.84 FEET; THENCE NORTH 407'59" WEST, 23.97 FEET; THENCE NORTH 303'23" WEST, 10.33 FEET; THENCE NORTH 459'02" WEST, 37.44 FEET; THENCE NORTH 900'00" WEST, 71.66 FEET; THENCE NORTH 507'57" WEST, 13.35 FEET; THENCE SOUTH 9000'00" EAST, 25.60 FEET; THENCE SOUTH 458'05" EAST, 11.42 FEET; THENCE SOUTH 858'05" EAST, 4.24 FEET; THENCE NORTH 401'55" EAST, 1.13 FEET; THENCE SOUTH 900'00" EAST, 8.72 FEET; THENCE NORTH 0000'00" EAST, 25.82 FEET; THENCE NORTH 458'05" WEST, 46.99 FEET; THENCE NORTH 9000'00" WEST, 10.73 FEET TO A POINT ON THE EAST LINE OF THE COMMONWEALTH EDISON PROPERTY; THENCE NORTH 000'45" EAST, ALONG THE LAST MENTIONED EAST LINE, 11.74 FEET TO THE NORTHEAST CORNER OF THE COMMONWEALTH EDISON PROPERTY; THENCE NORTH 801'30" WEST, ALONG THE NORTH LINE OF THE COMMONWEALTH EDISON PROPERTY, 77.21 FEET; THENCE NORTH 0028'45" EAST, 91.43 FEET; THENCE NORTH 8958'50" WEST, 1.80 FEET; THENCE NORTH 0001'10" EAST, 100.33 FEET; THENCE SOUTH 400'00" EAST, 61.75 FEET; THENCE SOUTH 827'33" EAST, 0.51 FEET; THENCE SOUTH 4500'00" EAST, 2.44 FEET; THENCE SOUTH 032'27" EAST, 0.51 FEET; THENCE SOUTH 4500'00" EAST, 8.76 FEET; THENCE SOUTH 5232'05" EAST, 6.28 FEET; THENCE SOUTH 4458'05" EAST, 7.95 FEET; THENCE NORTH 401'55" EAST, 8.91 FEET; THENCE SOUTH 409'20" EAST, 7.33 FEET; THENCE SOUTH 401'55" WEST, 9.06 FEET; THENCE SOUTH 458'05" EAST, 36.37 FEET; THENCE SOUTH 401'55" WEST, 1.50 FEET; THENCE SOUTH 458'05" EAST, 4.00 FEET; THENCE NORTH 4501'55" EAST, 1.50 FEET; THENCE SOUTH 458'05" EAST, 38.43 FEET; THENCE SOUTH 4501'55" WEST, 1.50 FEET; THENCE SOUTH 458'05" EAST, 4.00 FEET; THENCE NORTH 401'55" EAST, 1.50 FEET; THENCE SOUTH 458'05" EAST, 38.43 FEET; THENCE SOUTH 401'55" WEST, 1.50 FEET; THENCE SOUTH 4458'05" EAST, 4.00 FEET; THENCE NORTH 401'55" EAST, 1.50 FEET; THENCE SOUTH 4458'05" EAST, 17.52 FEET; THENCE SOUTH 401'55" WEST, 1.50 FEET; THENCE SOUTH 458'05" EAST, 4.00 FEET; THENCE NORTH 401'55" EAST, 1.50 FEET;

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COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORDER NO. : 1401 008452338 D2

**5 THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED)**

THENCE SOUTH 458'05" EAST, 16.95 FEET; THENCE SOUTH 401'55" WEST, 1.50 FEET;  
 THENCE SOUTH 458'05" EAST, 4.00 FEET; THENCE NORTH 4501'55" EAST, 2.14 FEET;  
 THENCE SOUTH 900'00" EAST, 16.18 FEET; THENCE SOUTH 4458'05" EAST, 61.69 FEET;  
 THENCE SOUTH 828'06" EAST, 1.31 FEET; THENCE SOUTH 410'10" EAST, 15.06 FEET;  
 THENCE SOUTH 819'29" EAST, 2.80 FEET; THENCE NORTH 000'00" EAST, 10.63 FEET;  
 THENCE SOUTH 900'00" EAST, 8.33 FEET; THENCE SOUTH 000'00" WEST, 32.96 FEET;  
 THENCE SOUTH 234'50" EAST, 13.01 FEET; THENCE NORTH 600'22" EAST, 17.42 FEET;  
 THENCE NORTH 8059'56" EAST, 31.42 FEET; THENCE SOUTH 000'00" WEST, 91.84 FEET;  
 THENCE SOUTH 401'55" WEST, 13.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY,  
 ILLINOIS; TOGETHER WITH

CTA PARCEL B2-2 THAT PART OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO, IN THE EAST  
 PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF  
 THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION  
 OF -4.86 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN  
 ELEVATION OF -14.66 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES  
 PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF  
 INTERSECTION OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF BLOCK 37, AFORESAID,  
 WITH THE WEST LINE OF STATE STREET AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF  
 THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845; THENCE NORTH 854'02" WEST, ALONG  
 THE SOUTH LINE OF BLOCK 37 AND ITS EASTERLY EXTENSION, AFORESAID, 37.84 FEET;  
 THENCE NORTH 0105'58" EAST, 5.35 FEET TO THE POINT OF BEGINNING; THENCE NORTH  
 900'00" WEST, 6.65 FEET; THENCE NORTH 458'05" WEST, 23.82 FEET; THENCE NORTH  
 4501'55" EAST, 11.05 FEET; THENCE SOUTH 458'05" EAST, 22.18 FEET; THENCE SOUTH  
 0000'00" WEST, 8.97 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;  
 TOGETHER WITH

CTA PARCEL B2-3 THAT PART OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO, TOGETHER WITH  
 THAT PART OF VACATED WEST WASHINGTON STREET IN THE EAST PART OF THE SOUTHEAST  
 QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL  
 MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF -4.86 CHICAGO  
 CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -14.66  
 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED  
 VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF  
 THE EASTERLY EXTENSION OF THE SOUTH LINE OF BLOCK 37, AFORESAID, WITH THE WEST  
 LINE OF STATE STREET AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF  
 ILLINOIS, APPROVED MARCH 3, 1845; THENCE NORTH 854'02" WEST, ALONG THE SOUTH LINE  
 OF BLOCK 37 AND ITS EASTERLY EXTENSION, AFORESAID, 80.70 FEET TO THE POINT OF  
 BEGINNING; THENCE SOUTH 000'00" WEST, 1.00 FEET; THENCE NORTH 8854'02" WEST, 9.67  
 FEET; THENCE NORTH 000'02" WEST, 8.53 FEET; THENCE SOUTH 9000'00" EAST, 9.67  
 FEET; THENCE SOUTH 0000'00" WEST, 7.71 FEET TO THE POINT OF BEGINNING, IN COOK  
 COUNTY, ILLINOIS; TOGETHER WITH

CTA PARCEL B3-1 THAT PART OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO, TOGETHER WITH  
 A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST LINE OF STATE  
 STREET AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS,  
 APPROVED MARCH 3, 1845, TOGETHER WITH THAT PART OF VACATED NORTH STATE STREET,  
 TOGETHER WITH THAT PART OF VACATED WEST WASHINGTON STREET, TOGETHER WITH THAT  
 PART OF VACATED NORTH DEARBORN STREET, TOGETHER WITH THAT PART OF VACATED WEST  
 RANDOLPH STREET, ALL TAKEN AS A TRACT IN THE EAST PART OF THE SOUTHEAST QUARTER

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## COMMITMENT FOR TITLE INSURANCE SCHEDULE A (CONTINUED)

ORDER NO. : 1401 008452338 D2

### 5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED)

OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF -14.66 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -25.66 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF BLOCK 37, AFORESAID, WITH THE WEST LINE OF NORTH STATE STREET AS ESTABLISHED BY ACT OF LEGISLATURE ON MARCH 3, 1845, AFORESAID; THENCE NORTH 854'02" WEST, ALONG THE SOUTH LINE OF BLOCK 37 AND ITS EASTERLY EXTENSION, AFORESAID, 100.83 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0000'00" EAST, 20.89 FEET; THENCE NORTH 407'59" WEST, 37.49 FEET; THENCE NORTH 303'23" WEST, 10.23 FEET; THENCE NORTH 459'02" WEST, 34.44 FEET; THENCE NORTH 900'00" WEST, 71.67 FEET; THENCE NORTH 507'57" WEST, 18.15 FEET; THENCE SOUTH 9000'00" EAST, 40.00 FEET; THENCE NORTH 000'00" EAST, 25.98 FEET; THENCE NORTH 4501'24" WEST, 50.21 FEET; THENCE NORTH 900'00" WEST, 8.33 FEET TO A POINT ON THE EAST LINE OF THE COMMONWEALTH EDISON PROPERTY; THENCE NORTH 001'45" EAST, ALONG THE LAST MENTIONED EAST LINE, 8.71 FEET TO THE NORTHEAST CORNER OF THE COMMONWEALTH EDISON PROPERTY; THENCE NORTH 801'30" WEST, ALONG THE NORTH LINE OF THE COMMONWEALTH EDISON PROPERTY, 7.21 FEET; THENCE NORTH 028'45" EAST, 89.80 FEET; THENCE SOUTH 8958'50" EAST, 1.39 FEET; THENCE NORTH 0003'05" EAST, 110.84 FEET; THENCE SOUTH 817'41" EAST, 17.27 FEET; THENCE SOUTH 0000'00" WEST, 31.59 FEET; THENCE SOUTH 458'05" EAST, 4.62 FEET; THENCE NORTH 401'55" EAST, 7.44 FEET; THENCE SOUTH 458'05" EAST, 29.28 FEET; THENCE NORTH 401'55" EAST, 20.48 FEET; THENCE SOUTH 458'05" EAST, 6.67 FEET; THENCE SOUTH 401'55" WEST, 20.48 FEET; THENCE SOUTH 4458'05" EAST, 26.36 FEET; THENCE SOUTH 401'55" WEST, 1.49 FEET; THENCE SOUTH 458'05" EAST, 3.25 FEET; THENCE SOUTH 401'55" WEST, 2.78 FEET; THENCE SOUTH 458'05" EAST, 30.17 FEET; THENCE SOUTH 401'55" WEST, 1.50 FEET; THENCE SOUTH 458'05" EAST, 4.00 FEET; THENCE NORTH 4501'55" EAST, 1.50 FEET; THENCE SOUTH 458'05" EAST, 38.42 FEET; THENCE SOUTH 4501'55" WEST, 1.50 FEET; THENCE SOUTH 458'05" EAST, 4.00 FEET; THENCE NORTH 401'55" EAST, 1.50 FEET; THENCE SOUTH 458'05" EAST, 38.43 FEET; THENCE SOUTH 401'55" WEST, 1.50 FEET; THENCE SOUTH 4458'05" EAST, 4.00 FEET; THENCE NORTH 401'55" EAST, 1.50 FEET; THENCE SOUTH 4458'05" EAST, 13.39 FEET; THENCE NORTH 401'55" EAST, 1.17 FEET; THENCE SOUTH 458'05" EAST, 2.75 FEET; THENCE SOUTH 401'55" WEST, 1.27 FEET; THENCE SOUTH 458'05" EAST, 1.38 FEET; THENCE SOUTH 4501'55" WEST, 1.50 FEET; THENCE SOUTH 458'05" EAST, 4.00 FEET; THENCE NORTH 4501'55" EAST, 1.50 FEET; THENCE SOUTH 458'05" EAST, 16.95 FEET; THENCE SOUTH 4501'55" WEST, 1.50 FEET; THENCE SOUTH 458'05" EAST, 4.00 FEET; THENCE NORTH 402'34" EAST, 2.14 FEET; THENCE SOUTH 900'00" EAST, 16.18 FEET; THENCE SOUTH 458'05" EAST, 61.87 FEET; THENCE SOUTH 900'00" EAST, 23.00 FEET; THENCE SOUTH 000'00" WEST, 19.20 FEET; THENCE SOUTH 4501'55" WEST, 14.79 FEET; THENCE SOUTH 458'05" EAST, 52.35 FEET; THENCE SOUTH 9000'00" EAST, 11.17 FEET; THENCE NORTH 000'00" EAST, 5.67 FEET; THENCE SOUTH 900'00" EAST, 26.31 FEET; THENCE SOUTH 000'00" WEST, 21.95 FEET; THENCE SOUTH 900'00" EAST, 5.26 FEET; THENCE SOUTH 0045'20" WEST, 79.04 FEET; THENCE NORTH 825'23" WEST, 116.07 FEET; THENCE NORTH 000'00" EAST, 0.29 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO, IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF BLOCK 37, AFORESAID, WITH THE WEST LINE OF NORTH STATE STREET AS ESTABLISHED BY ACT OF LEGISLATURE ON MARCH 3, 1845, AFORESAID; THENCE NORTH 854'02" WEST, ALONG THE



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**COMMITMENT FOR TITLE INSURANCE****SCHEDULE A (CONTINUED)**

ORDER NO.: 1401 008452338 D2

**5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED)**

SOUTH LINE OF BLOCK 37 AND ITS EASTERLY EXTENSION, AFORESAID, 78.89 FEET; THENCE NORTH 0105'58" EAST, 25.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH 900'00" WEST, 12.54 FEET; THENCE NORTH 0000'00" EAST, 17.83 FEET; THENCE SOUTH 900'00" EAST, 10.33 FEET; THENCE SOUTH 000'00" WEST, 8.53 FEET; THENCE SOUTH 900'00" EAST, 2.21 FEET; THENCE SOUTH 0000'00" WEST, 9.31 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

CTA PARCEL B4-1A THAT PART OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO, TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST LINE OF STATE STREET AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845, TOGETHER WITH THAT PART OF VACATED NORTH STATE STREET, TOGETHER WITH THAT PART OF VACATED WEST WASHINGTON STREET, TOGETHER WITH THAT PART OF VACATED NORTH DEARBORN STREET, TOGETHER WITH THAT PART OF VACATED WEST RANDOLPH STREET, ALL TAKEN AS A TRACT IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF -25.66 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -45.00 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF BLOCK 37, AFORESAID, WITH THE WEST LINE OF NORTH STATE STREET AS ESTABLISHED BY ACT OF LEGISLATURE ON MARCH 3, 1845, AFORESAID; THENCE SOUTH 000'00" WEST, ALONG THE WEST LINE OF NORTH STATE STREET, AFORESAID, 1.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 8825'23" WEST, 32.24 FEET; THENCE NORTH 458'05" WEST, 245.03 FEET; THENCE SOUTH 401'55" WEST, 6.58 FEET; THENCE NORTH 4458'05" WEST, 18.14 FEET; THENCE NORTH 401'55" EAST, 6.58 FEET; THENCE NORTH 4458'05" WEST, 14.33 FEET; THENCE SOUTH 401'55" WEST, 4.41 FEET; THENCE NORTH 900'00" WEST, 12.58 FEET; THENCE NORTH 000'00" EAST, 18.83 FEET; THENCE NORTH 458'05" WEST, 107.08 FEET; THENCE NORTH 003'05" EAST, 94.60 FEET; THENCE SOUTH 458'05" EAST, 58.35 FEET; THENCE NORTH 4501'55" EAST, 3.58 FEET; THENCE SOUTH 458'05" EAST, 196.72 FEET; THENCE SOUTH 900'00" EAST, 17.08 FEET; THENCE SOUTH 458'05" EAST, 61.87 FEET; THENCE SOUTH 900'00" EAST, 23.00 FEET; THENCE SOUTH 0000'00" WEST, 19.33 FEET; THENCE SOUTH 406'56" WEST, 14.44 FEET; THENCE SOUTH 4446'36" EAST, 74.81 FEET; THENCE SOUTH 900'00" EAST, 20.82 FEET; THENCE SOUTH 045'20" WEST, 79.38 FEET; THENCE NORTH 8825'23" WEST, 25.22 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

CTA PARCEL B4-1B THAT PART OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO, TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST LINE OF STATE STREET AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845, TOGETHER WITH THAT PART OF VACATED NORTH STATE STREET, TOGETHER WITH THAT PART OF VACATED WEST WASHINGTON STREET, TOGETHER WITH THAT PART OF VACATED NORTH DEARBORN STREET, TOGETHER WITH THAT PART OF VACATED WEST RANDOLPH STREET, ALL TAKEN AS A TRACT IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF -4.97 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -45.00 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THAT PART OF VACATED WEST WASHINGTON STREET, AFORESAID, WITH THE EAST LINE OF THAT PART OF VACATED NORTH STATE STREET, AFORESAID; THENCE NORTH 8854'02" WEST,

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### COMMITMENT FOR TITLE INSURANCE

#### SCHEDULE A (CONTINUED)

ORDER NO. : 1401 008452338 D2

**5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED)**

ALONG THE LAST MENTIONED SOUTH LINE, 52.36 FEET; THENCE NORTH 000'00" EAST, 12.14 FEET; THENCE SOUTH 825'23" EAST, 50.54 FEET; THENCE NORTH 045'20" EAST, 53.12 FEET; THENCE SOUTH 9000'00" EAST, 1.13 FEET; THENCE SOUTH 000'00" WEST, 64.87 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

CTA PARCEL B4-1C THAT PART OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO, TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST LINE OF STATE STREET AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845, TOGETHER WITH THAT PART OF VACATED NORTH STATE STREET, TOGETHER WITH THAT PART OF VACATED WEST WASHINGTON STREET, TOGETHER WITH THAT PART OF VACATED NORTH DEARBORN STREET, TOGETHER WITH THAT PART OF VACATED WEST RANDOLPH STREET, ALL TAKEN AS A TRACT IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF -14.17 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -32.22 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF BLOCK 37, AFORESAID, WITH THE WEST LINE OF NORTH STATE STREET AS ESTABLISHED BY ACT OF LEGISLATURE ON MARCH 3, 1845, AFORESAID; THENCE SOUTH 000'00" WEST, ALONG THE WEST LINE OF NORTH STATE STREET, AFORESAID, 1.13 FEET; THENCE SOUTH 8825'23" EAST, 7.55 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0134'37" WEST, 3.00 FEET; THENCE NORTH 825'23" WEST, 25.72 FEET; THENCE NORTH 034'37" EAST, 3.00 FEET; THENCE SOUTH 825'23" EAST, 25.72 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

CTA PARCEL B4-1D THAT PART OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO, TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST LINE OF STATE STREET AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845, TOGETHER WITH THAT PART OF VACATED NORTH STATE STREET, TOGETHER WITH THAT PART OF VACATED WEST WASHINGTON STREET, TOGETHER WITH THAT PART OF VACATED NORTH DEARBORN STREET, TOGETHER WITH THAT PART OF VACATED WEST RANDOLPH STREET, ALL TAKEN AS A TRACT IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF -14.17 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -32.22 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF BLOCK 37, AFORESAID, WITH THE WEST LINE OF NORTH STATE STREET AS ESTABLISHED BY ACT OF LEGISLATURE ON MARCH 3, 1845, AFORESAID; THENCE SOUTH 000'00" WEST, ALONG THE WEST LINE OF NORTH STATE STREET, AFORESAID, 1.13 FEET; THENCE SOUTH 8825'23" EAST, 15.22 FEET; THENCE NORTH 045'20" EAST, 14.11 FEET TO THE POINT OF BEGINNING; THENCE NORTH 045'20" EAST, 24.54 FEET; THENCE SOUTH 8914'40" EAST, 3.00 FEET; THENCE SOUTH 045'20" WEST, 24.54 FEET; THENCE NORTH 8914'40" WEST, 3.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

CTA PARCEL B4-1E THAT PART OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO, TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST LINE OF STATE STREET AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845, TOGETHER WITH THAT PART OF VACATED NORTH STATE STREET,



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CHICAGO TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE

## SCHEDULE A (CONTINUED)

ORDER NO. 1401 008452338 D2

**5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED)**

TOGETHER WITH THAT PART OF VACATED WEST WASHINGTON STREET, TOGETHER WITH THAT PART OF VACATED NORTH DEARBORN STREET, TOGETHER WITH THAT PART OF VACATED WEST RANDOLPH STREET, ALL TAKEN AS A TRACT IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF -3.79 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -45.00 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THAT PART OF VACATED WEST RANDOLPH STREET, AFORESAID, WITH THE WEST LINE OF THAT PART OF VACATED NORTH DEARBORN STREET, AFORESAID; THENCE SOUTH 808'58" EAST, ALONG THE LAST MENTIONED NORTH LINE, 18.29 FEET; THENCE SOUTH 003'05" WEST, 110.73 FEET; THENCE NORTH 900'00" WEST, 18.23 FEET TO A POINT ON THE LAST MENTIONED WEST LINE; THENCE NORTH 0001'10" EAST, 111.01 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

CTA PARCEL B4-1F THAT PART OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO, TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST LINE OF STATE STREET AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845, TOGETHER WITH THAT PART OF VACATED NORTH STATE STREET, TOGETHER WITH THAT PART OF VACATED WEST WASHINGTON STREET, TOGETHER WITH THAT PART OF VACATED NORTH DEARBORN STREET, TOGETHER WITH THAT PART OF VACATED WEST RANDOLPH STREET, ALL TAKEN AS A TRACT IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF -14.17 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -32.22 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THAT PART OF VACATED WEST RANDOLPH STREET, AFORESAID, WITH THE WEST LINE OF THAT PART OF VACATED NORTH DEARBORN STREET, AFORESAID; THENCE SOUTH 808'58" EAST, ALONG THE LAST MENTIONED NORTH LINE, 18.29 FEET; THENCE SOUTH 003'05" WEST, 24.34 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 003'05" WEST, 28.75 FEET; THENCE SOUTH 8956'55" EAST, 3.00 FEET; THENCE NORTH 003'05" EAST, 28.75 FEET; THENCE NORTH 8956'55" WEST, 3.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

CTA PARCEL B4-1G THAT PART OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO, TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING SAID BLOCK 37 AND WEST LINE OF STATE STREET AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845, TOGETHER WITH THAT PART OF VACATED NORTH STATE STREET, TOGETHER WITH THAT PART OF VACATED WEST WASHINGTON STREET, TOGETHER WITH THAT PART OF VACATED NORTH DEARBORN STREET, TOGETHER WITH THAT PART OF VACATED WEST RANDOLPH STREET, ALL TAKEN AS A TRACT IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF -14.17 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -32.22 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THAT PART OF VACATED WEST RANDOLPH STREET, AFORESAID, WITH THE WEST LINE OF THAT PART OF VACATED NORTH DEARBORN STREET, AFORESAID; THENCE SOUTH 808'58" EAST, ALONG THE LAST MENTIONED NORTH LINE, 18.29 FEET; THENCE SOUTH 003'05" WEST,

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008452338 D2

**5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):**

77.71 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 003'05" WEST, 24.53 FEET; THENCE SOUTH 8956'55" EAST, 3.00 FEET; THENCE NORTH 003'05" EAST, 24.53 FEET; THENCE NORTH 8956'55" WEST, 3.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

CTA PARCEL B4-2 THAT PART OF VACATED NORTH DEARBORN STREET LYING WEST AND ADJOINING BLOCK 37 OF ORIGINAL TOWN OF CHICAGO, IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF -4.86 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -45.00 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF BLOCK 37, AFORESAID; THENCE SOUTH 001'10" WEST, ALONG THE WEST LINE THEREOF, 161.29 FEET; THENCE NORTH 801'30" WEST, 0.44 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0028'45" WEST, 30.00 FEET TO A POINT ON THE NORTH LINE OF THE COMMONWEALTH EDISON PROPERTY EXTENDED WEST; THENCE NORTH 801'30" WEST, ALONG THE LAST MENTIONED NORTH LINE EXTENDED WEST, 25.61 FEET TO A POINT ON THE WEST LINE OF THAT PART OF VACATED NORTH DEARBORN STREET AFORESAID; THENCE NORTH 0001'10" EAST, ALONG THE LAST MENTIONED WEST LINE, 30.00 FEET; THENCE SOUTH 801'30" EAST, 15.85 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

CTA PARCEL B4-3 THAT PART OF BLOCK 37 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF -25.66 CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF -45.00 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARIES PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF BLOCK 37, AFORESAID, WITH THE WEST LINE OF NORTH STATE STREET AS ESTABLISHED BY ACT OF LEGISLATURE ON MARCH 3, 1845; THENCE NORTH 854'02" WEST, ALONG THE SOUTH LINE OF BLOCK 37 AND ITS EASTERLY EXTENSION, AFORESAID, 190.04 FEET; THENCE NORTH 005'51" EAST, 122.36 FEET TO THE POINT OF BEGINNING; THENCE NORTH 900'00" WEST, 10.25 FEET; THENCE NORTH 000'00" EAST; 8.33 FEET; THENCE SOUTH 900'00" EAST, 10.25 FEET; THENCE SOUTH 0000'00" WEST, 8.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

INCLUDING  
ALSO EXCEPT THE ~~RESIDENTIAL~~ AIR RIGHTS PARCELS FROM THE MAIN TRACT:

**RESIDENTIAL AIR RIGHTS PARCELS**

(NORTHWEST PAD APC PROPERTY AND NORTHEAST PAD APC PROPERTY)  
PARCEL 1 (PART BETWEEN +92.50 C.C.D TO +689.50 C.C.D.) THAT PART OF VACATED WEST RANDOLPH STREET TOGETHER WITH THAT PART OF VACATED NORTH STATE STREET TOGETHER WITH 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 QUARTER 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 +689.50 FEET CHICAGO CITY DATUM AND ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +92.50 FEET



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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORDER NO. 1401 008452338 D2

**THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED)**

CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF BLOCK 37, AFORESAID; THENCE NORTH 001'10" EAST, ALONG THE WESTERLY LINE OF THAT PART OF VACATED WEST RANDOLPH STREET, AFORESAID, 5.00 FEET; TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 8908'58" EAST, ALONG THE NORTHERLY LINE OF THAT PART OF VACATED WEST RANDOLPH STREET, AFORESAID, 329.63 FEET TO THE EASTERLY LINE OF THAT PART OF VACATED NORTH STATE STREET, AFORESAID; THENCE SOUTH 0000'00" WEST, ALONG THE EASTERLY LINE OF THAT PART OF VACATED NORTH STATE STREET, AFORESAID, 89.12 FEET; THENCE NORTH 9000'00" WEST, 229.85 FEET; THENCE SOUTH 1236'25" WEST, 46.74 FEET; THENCE SOUTH 139'45" WEST, 41.34 FEET; THENCE NORTH 900'00" WEST, 78.44 FEET TO THE WEST LINE OF BLOCK 37, AFORESAID; THENCE NORTH 001'10" EAST, ALONG THE WEST LINE OF BLOCK 37, AFORESAID 174.43 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; TOGETHER WITH

PARCEL 2 (PART ABOVE +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 QUARTER 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 WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF BLOCK 37, AFORESAID; THENCE SOUTH 808'58" EAST, ALONG THE NORTH OF SAID BLOCK 37 AND THE EASTERLY EXTENSION THEREOF, 324.63 FEET TO THE WEST LINE OF STATE STREET AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, AFORESAID; THENCE SOUTH 0000'00" WEST, ALONG SAID WEST LINE, 84.19 FEET; THENCE NORTH 9000'00" WEST, 224.85 FEET; THENCE SOUTH 136'25" WEST, 46.74 FEET; THENCE SOUTH 1539'45" WEST, 41.34 FEET; THENCE NORTH 900'00" WEST, 78.44 FEET TO THE WEST LINE OF BLOCK 37, AFORESAID; THENCE NORTH 001'10" EAST, ALONG THE WEST LINE OF BLOCK 37, AFORESAID 174.43 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2, EASEMENT PARCEL 1:

EXCLUSIVE, PERPETUAL EASEMENT IN FAVOR OF PARCEL 1 AS CREATED BY SUBSURFACE EASEMENT AGREEMENT, DATED NOVEMBER 10, 2005, AND RECORDED NOVEMBER 14, 2005 AS DOCUMENT NUMBER 0531834088, MADE BY AND BETWEEN COMMONWEALTH EDISON COMPANY, AN ILLINOIS CORPORATION, AS GRANTOR, IN FAVOR OF BLOCK 37, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS GRANTEE, FOR THE FOLLOWING PURPOSE: TO INSTALL, CONSTRUCT, RECONSTRUCT, ERECT, OPERATE, USE, PATROL, MAINTAIN, REPAIR, RELOCATE, REPLACE, REBUILD, ENLARGE, RENEW AND REMOVE SUCH SUBSURFACE IMPROVEMENTS AND FACILITIES, THAT ARE NECESSARY, DESIRABLE, OR USEFUL IN CONNECTION WITH THE CONSTRUCTION, MAINTENANCE, OPERATION AND USE OF GRANTEE'S PROPERTY AND ANY IMPROVEMENTS INSTALLED THEREON AND THE APPURTENANCES ATTACHED THERETO INCLUDING, WITHOUT LIMITATION, THE BELOW-GRADE PUBLIC PEDESTRIAN WALKWAY OR ACCESS SYSTEM AND BACK OF HOUSE EQUIPMENT AND MECHANICAL AREAS, DESCRIBED THEREIN AS "FACILITIES", IN AND TO THE EASEMENT AREA, WHICH IS DEPICTED ON EXHIBIT "C" THERETO AND DESCRIBED ON EXHIBIT "D" THERETO.

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A (CONTINUED)

ORDER NO. 1401 008452338 D2

**5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS (CONTINUED):**

PARCEL 2, EASEMENT PARCEL 2:

NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 1, AS CREATED BY RECIPROCAL EASEMENT AND OPERATING AGREEMENT MADE BY AND BETWEEN 108 N. STATE RETAIL LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, 60 22 W. WASHINGTON LLC, A DELAWARE LIMITED LIABILITY COMPANY AND 108 N. STATE TRANSIT LLC, DATED 12.31.08 AND RECORDED 12.31.08 AS DOCUMENT NUMBER 0836611088, FOR THE PURPOSES DESCRIBED THEREIN AS BENEFITTING THE "RETAIL PROPERTY", AS DEFINED THEREIN IN PARAGRAPHS 4.1 AND 5.1, IN, TO, UNDER, UPON AND THROUGH THE "BELOW GRADE PARCEL" AND THE "MEDIA TOWER PARCEL", AS DEFINED THEREIN.

Property of Cook County Clerk's Office



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## Exhibit A (Continued)

### P.I.N. List

#### Retail Parcels (per Order 1401 008452338 D2, Schedule B Exception AV)

17-09-451-024

17-09-451-025

17-09-451-026

17-09-451-027

#### CTA Parcels (per Order 1401 008452181 D2, Schedule B Exception AP)

17-09-451-020

17-09-451-021

17-09-451-022

17-09-451-023

#### Air Rights Parcels (per Order 1401 008457041, Schedule B Exception AQ)

17-09-451-036

17-09-451-037

17-09-451-038

The P.I.N.s previously assigned to the above tax parcels are listed on the attached page.

S:RDA BLOCK37SECONDAMDTEXHIBITA

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## PERMANENT TAX IDENTIFICATION NUMBERS:

(Retail Parcels, Air Rights Parcels, CTA Parcels)

- |                    |                    |
|--------------------|--------------------|
| 17-09-450-001-0000 | 17-09-451-005-0000 |
| 17-09-450-002-0000 | 17-09-451-006-0000 |
| 17-09-450-003-0000 | 17-09-451-007-0000 |
| 17-09-450-006-0000 | 17-09-451-008-0000 |
| 17-09-450-007-0000 | 17-09-451-009-0000 |
| 17-09-450-008-0000 | 17-09-451-012-0000 |
| 17-09-450-009-0000 | 17-09-451-018-0000 |
| 17-09-450-010-0000 | 17-09-451-019-0000 |
| 17-09-450-011-0000 |                    |
| 17-09-450-012-0000 |                    |
| 17-09-450-013-0000 |                    |
| 17-09-450-016-0000 |                    |
| 17-09-450-017-0000 |                    |
| 17-09-450-018-0000 |                    |

Common Address: A portion of 108 North State Street, Chicago, Illinois

A-2 29

**UNOFFICIAL COPY****Exhibit B****TIF Funded Improvements**

<u>ITEM</u>	<u>AMOUNT</u>	<u>65 ICS 5/11-74.4-3(q) Clause</u>
Site demolition (including vaulted sidewalks and pedway)	\$38,400.00	(2)
Tree and planter pits	\$6,766.00	(4)
Sidewalks	\$18,000.00	(4)
Pedway closure	\$8,870.00	(2), (4)
Vaulted walk work-fill in (2 sides)	\$686,427.00	(2)
Site utilities stubs	\$114,169.00	(2)
Relocate traffic signals	\$187,000.00	(2), (4)
Street lighting	\$2,510.00	(2), (4)
Concrete foundation removal	\$144,458.00	(2)
Slurry wall-mills	\$2,552,207.00	(2)
Existing pedway tunnel removal	\$37,954.00	(2), (4)
Temporary haul road	\$68,054.00	(2)
Special waste premium	\$1,666,625.00	(2)
0 to -1 open cut	\$1,066,024.00	(2)
0 to -1 top down	\$1,038,285.00	(2)
-1 to -3 top down	\$514,442.00	(2)
Probing and obstruction removal	\$121,399.00	(2)
Obstruction allowance	\$165,238.00	(2)
Structural slab -1	\$1,109,514.00	(2), (4)
Pan slab over CTA	\$1,148,850.00	(2), (4)
Structural slab -3	\$1,568,537.00	(2)
General conditions	\$1,034,768.00	(2)
Pre-construction expense	\$198,675.00	(2)
Winter conditions	\$43,382.00	(2)
General contractor insurance	\$49,660.00	(2)
General contractor bond	\$1,050.00	(2)

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<u>ITEM</u>	<u>AMOUNT</u>	<u>65 ICS 5/11-74.4-3(q) Clause</u>
Vibration monitoring	\$59,245.00	(2)
General contractor fee	\$638,543.00	(2)
Architect	\$1,248,677.00	(2)
Miscellaneous testing and consultants	\$456,642.00	(2)
Development fee	\$1,392,203.00	(2)
Construction administration	\$1,735,602.00	(2)
Interest expense	2,501,277.00	(11)
<b>Total TIF Eligible Expenses</b>	<b>\$21,623,453.00</b>	

NOTES: Only \$12,000,000 of such TIF Eligible Expenses are subject to reimbursement. Line items include hard and soft cost, and interest expense amounts allocable to Base Improvements Project only.

S:RDA\BLOCK37SECONDAMDTEXHIBITB



**UNOFFICIAL COPY****EXHIBIT C****CURRENT BASE IMPROVEMENTS PROJECT BUDGET****Exhibit C Summary of Preliminary Project Budget REVISED  
All Below-Grade Levels of the Development Project**

Revised: 28-Oct-08

Printed: 28-Oct-08

ITEM DESCRIPTION	Estimate Date:	JFA SHARE	CTA SHARE	COMBINED
		24-Oct-08	24-Oct-08	TOTAL
<b>Section I: JFA + CTA - Subsurface Block 37 Facilities</b> (work within Block 37 property lines, to be performed by JFA only)				
1	Total Direct Construction Cost	37,200,000	48,000,000	85,200,000
2	Escalation (one year @ 3.5%/yr)			
3	Total Direct Construction Cost with Escalation	37,200,000	48,000,000	85,200,000
4	Contractor's General Conditions	4,280,000	5,520,000	9,800,000
5	General Contractor's Insurance	1,620,000	2,080,000	3,700,000
6	General Contractor's Bond			
7	Construction Contingency	3,270,000	4,230,000	7,500,000
8	General Contractor's Fee	1,310,000	1,690,000	3,000,000
9	Total Hard Costs (Construction Bid Price, lines 3-4+5+6+7+8)	47,680,000	61,520,000	109,200,000
10	Project Soft Costs	8,140,000	10,480,000	18,620,000
11	CTA Special Soft Costs			
12	Project Contingency/Reserve			
13	Total Mills Project Prelim. Budget (Lines 9+10+11+12)	55,820,000	72,000,000	127,820,000
<b>Total Budget for Section I</b>		55,820,000	72,000,000	127,820,000
<b>SUBTOTAL: JFA + CTA</b>				<b>127,820,000</b>

Project Scope: Reduced Scope known as the Core and Shell Plan

**UNOFFICIAL COPY****EXHIBIT D****CURRENT PHASE I PROJECT BUDGET****Budget Summary****HARD CONSTRUCTION COSTS**

General Conditions	15,520,000
Site Work	17,230,000
Concrete	14,050,000
Masonry	1,770,000
Metals	26,030,000
Woods & Plastics	1,330,000
Thermal & Moisture Protect	2,770,000
Door & Windows & Washing Systems	11,010,000
Finishes	6,630,000
Specialties	490,000
Equipment	20,000
Furnishings	3,000
Conveying Systems	8,820,000
Plumbing	10,580,000
Electrical	12,420,000
Specialized & High-Tech Signs & Graphics	1,600,000
Audio Security System Special Lighting & Canopies	810,000
Merchandizing Zones	30,000
<b>Subtotal</b>	<b>131,113,000</b>
GC Contingency	6,920,000
Insurance	3,410,000
GC Fee	3,960,000
Labor/Perf Bond	70,000
<b>Hard Construction Building Total</b>	<b>145,473,000</b>

**SOFT CONSTRUCTION COSTS**

Pre-Development	2,910,000
Land (City payments plus acquisition cost)	4,100,000
Architectural & Engineering	18,390,000
Construction Administration	7,490,000
Leasing Fees	4,630,000
Marketing	2,150,000
Pre-Opening Management	1,440,000
Financing	20,550,000
Legal	3,670,000
Real Estate Taxes	2,800,000
Push Carts	250,000
Owner Contingency Reserve	6,740,000
Development Fee	5,380,000
<b>Soft Construction Building Total</b>	<b>80,500,000</b>

<b>TOTAL</b>	<b>225,973,000<sup>1</sup></b>
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<sup>1</sup> Total does not include the \$72 million in Base Improvement Project budget costs paid by the CTA. Total includes both the Base Improvement Project costs paid by the Developer Parties and additional Phase I Project Costs (exclusive of the CBS Base Building and Office Project costs) paid for by the Developer Parties.

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## Exhibit E

### Permitted Exceptions

The following exceptions on the attached title commitment shall constitute the Permitted Exceptions:

AV, B, C, D J, K, L, S, T, W, X Y, Z, AA, AB, AD, AE, AG BH

Property of Cook County Clerk's Office

S:RDA:BLOCK37SECONDAMDTEXHIBITE

CENTRAL 31169902 1

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## CHICAGO TITLE INSURANCE COMPANY

### COMMITMENT FOR TITLE INSURANCE

#### SCHEDULE B

ORDER NO.: 1401 008452338 D2

SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

#### GENERAL EXCEPTIONS

1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
3. EASEMENTS OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.
4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
5. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.
6. IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:
  - A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY.
  - B. A PROPERLY EXECUTED ALTA STATEMENT.

MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

7. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

AV 8.

1. TAXES FOR THE YEAR(S) 2008  
2008 TAXES ARE NOT YET DUE OR PAYABLE:

- 1A. NOTE: 2007 FIRST INSTALLMENT WAS DUE MARCH 04, 2008  
NOTE: 2007 FINAL INSTALLMENT WAS DUE NOVEMBER 03, 2008

PERM TAX#	PCL	YEAR	1ST INST	STAT	2ND INST	STAT
17-09-451-024-0000	1 OF 4	2007	NOT BILLED		\$300,846.39	PAID
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION.						
17-09-451-025-0000	2 OF 4	2007	NOT BILLED		\$279,469.73	PAID
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION.						
17-09-451-026-0000	3 OF 4	2007	NOT BILLED		\$279,470.73	PAID
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION.						
17-09-451-027-0000	4 OF 4	2007	NOT BILLED		\$279,470.73	PAID
THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION.						

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**CHICAGO TITLE INSURANCE COMPANY  
 COMMITMENT FOR TITLE INSURANCE  
 SCHEDULE B (CONTINUED)**

ORDER NO.: 1401 008452338 D2

**STIPULATIONS OF THE OWNER'S POLICY WHICH PROVIDE THAT IN SUCH CASE, THE COMPANY MAY ONLY BE OBLIGATED TO PAY PART OF ANY LOSS INSURED AGAINST UNDER THE TERMS OF THE POLICY**

**THE ABOVE NOTE IS SHOWN FOR YOUR INFORMATION WITH RESPECT TO THE OWNER'S POLICY ONLY AND WILL NOT APPEAR ON SUCH POLICY. NEVERTHELESS, SUCH OMISSION SHOULD NOT BE CONSTRUED TO MEAN THAT SUCH POLICY IS NOT SUBJECT TO THOSE PROVISIONS OF PARAGRAPH 7(B) OF THE CONDITIONS AND STIPULATIONS REFERRED TO IN THE NOTE. IF, HOWEVER, THE NOTE IS STAMPED "WAIVED" ON THE FACE OF THIS COMMITMENT, SUCH WAIVER SHALL BE DEEMED AN ACKNOWLEDGMENT BY THE COMPANY THAT THE AMOUNT OF INSURANCE STATED IN SCHEDULE A HEREIN IS, FOR THE PURPOSES OF SAID PARAGRAPH 7(B), NOT LESS THAN 80 PERCENT OF THE LESSER OF THE VALUE OF THE INSURED ESTATE OR INTEREST OR THE FULL CONSIDERATION PAID FOR THE LAND.**

- N 17. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL, HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.**
- O 18. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY THROUGH OR UNDER THE LESSEES.**
- P 19. WE SHOULD BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND, OR, IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY SUCH PROPERTY MANAGER.**
- Q 20. MUNICIPAL REAL ESTATE TRANSFER TAX STAMPS (OR PROOF OF EXEMPTION) MUST ACCOMPANY ANY CONVEYANCE AND CERTAIN OTHER TRANSFERS OF PROPERTY LOCATED IN CITY OF CHICAGO. PLEASE CONTACT SAID MUNICIPALITY PRIOR TO CLOSING FOR ITS SPECIFIC REQUIREMENTS, WHICH MAY INCLUDE THE PAYMENT OF FEES, AN INSPECTION OR OTHER APPROVALS.**
- R 21. WE SHOULD BE FURNISHED (A) CERTIFICATION FROM THE ILLINOIS SECRETARY OF STATE THAT 108 N. STATE RETAIL LLC L.L.C. HAS PROPERLY FILED ITS ARTICLES OF ORGANIZATION, (B) A COPY OF THE ARTICLES OF ORGANIZATION, TOGETHER WITH ANY AMENDMENTS THERETO, (C) A COPY OF THE OPERATING AGREEMENT, IF ANY, TOGETHER WITH ANY AMENDMENTS THERETO, (D) A LIST OF INCUMBENT MANAGERS OR OF INCUMBENT MEMBERS IF MANAGERS HAVE NOT BEEN APPOINTED, AND (E) CERTIFICATION THAT NO EVENT OF DISSOLUTION HAS OCCURRED.**

**NOTE: IN THE EVENT OF A SALE OF ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF THE L.L.C. OR OF A SALE OF L.L.C. ASSETS TO A MEMBER OR MANAGER, WE SHOULD BE FURNISHED A COPY OF A RESOLUTION AUTHORIZING THE TRANSACTION ADOPTED BY THE MEMBERS OF SAID L.L.C.**

- S 22. PROCEEDING PENDING IN CIRCUIT COURT AS CASE NUMBER 07CH6383 FILED MARCH 7, 2007 BY GD RANDOLPH LLC, A DELAWARE LIMITED LIABILITY COMPANY, & GD 22 W. WASHINGTON LLC, A DELAWARE LIMITED LIABILITY COMPANY, AGAINST BLOCK 37 RESIDENTIAL LLC, A DELAWARE LIMITED LIABILITY COMPANY, BLOCK 37 OFFICE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND BLOCK 37 LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR COMPLAINT FILED TO CONSTRUCE INDEMNIFICATION AGREEMENT DATED OCTOBER 27, 2006.**

**NOTE: A COMPLETE EXAMINATION OF SAID PROCEEDING HAS NOT BEEN MADE.**

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**CHICAGO TITLE INSURANCE COMPANY  
 COMMITMENT FOR TITLE INSURANCE  
 SCHEDULE B (CONTINUED)**

ORDER NO.: 1401 008452338 D2

- B 9. POSSIBLE BACK TAXES FOR THE YEARS 2005, 2006 AND 2007 ARISING FROM THE FACT THAT THE REAL ESTATE TAXES WERE NOT BILLED FOR THOSE YEARS. THE LAND WAS ACQUIRED FROM THE CITY OF CHICAGO IN NOVEMBER, 2005.**
- C 10. ORDINANCE MADE BY THE CITY COUNCIL OF THE CITY OF CHICAGO DATED SEPTEMBER 10, 1980 AND RECORDED SEPTEMBER 15, 1980 AS DOCUMENT NUMBER 25583825 CREATING A "SPECIAL SERVICE AREA", AND PROVIDING FOR SPECIAL SERVICE TAX.**
- D 11. PROVISIONS AND CONDITIONS CONTAINED IN ORDINANCE RECORDED FEBRUARY 19, 1991 AS DOCUMENT 91075941 BY THE CITY OF CHICAGO, ESTABLISHING A SPECIAL SERVICE AREA FOR THE CENTRAL AREA CIRCULATOR, AND PROVIDING FOR SPECIAL SERVICE TAX.**
- G 12. AS OF FEBRUARY 1, 2008, THE COOK COUNTY TREASURER NO LONGER PROVIDES DUPLICATE TAX BILLS FOR CURRENT YEAR TAXES TO PARTIES OTHER THAN THE TAX ASSESSEE. THE COMPANY REQUESTS THAT ORIGINAL TAX BILLS BE FURNISHED WHENEVER THE COMPANY IS REQUESTED TO PAY TAXES. ORIGINAL BILLS SHOULD BE FURNISHED AT OR BEFORE THE TIME THE COMPANY IS REQUESTED TO MAKE PAYMENTS.**
- J 13. CONSTRUCTION MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING DATED MARCH 22, 2007 AND RECORDED APRIL 24, 2007 AS DOCUMENT 0711441154 MADE BY 108 N. STATE RETAIL LLC, 108 N. STATE TRANSIT LLC, AND 108 N. STATE RESIDENTIAL LLC, EACH AN ILLINOIS LIMITED LIABILITY COMPANY TO LASALLE BANK NATIONAL ASSOCIATION TO SECURE NOTES IN THE AGGREGATE AMOUNT OF \$205,000,000.00.**
- AS MODIFIED BY INSTRUMENT RECORDED JULY 3, 2007 AS DOCUMENT NUMBER 0718433160.**
- (AFFECTS THE LAND AND OTHER PROPERTY)**
- K 14. ASSIGNMENT OF RENTS AND LEASES MADE BY 108 N. STATE RETAIL LLC, 108 N. STATE TRANSIT LLC, AND 108 N. STATE RESIDENTIAL LLC, EACH AN ILLINOIS LIMITED LIABILITY COMPANY TO LASALLE BANK NATIONAL ASSOCIATION, AS AGENT FOR LENDERS, RECORDED APRIL 24, 2007 AS DOCUMENT NUMBER 0711441155.**
- (AFFECTS THE LAND AND OTHER PROPERTY)**
- L 15. SUBORDINATION AGREEMENT MADE BY AND BETWEEN CITY OF CHICAGO AND LASALLE BANK NATIONAL ASSOCIATION, AS AGENT FOR LENDERS, RECORDED APRIL 24, 2007 AS DOCUMENT NUMBER 0711441145.**
- AT 16. NOTE: IT APPEARS THAT THE AMOUNT OF INSURANCE STATED IN SCHEDULE A MAY BE LESS THAN 80 PERCENT OF THE LESSER OF: (1) THE VALUE OF THE INSURED ESTATE OR INTEREST OR (2) THE FULL CONSIDERATION PAID FOR THE LAND. YOUR ATTENTION IS DIRECTED TO THOSE PROVISIONS OF PARAGRAPH 7(B) OF THE CONDITIONS AND**

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 COMMITMENT FOR TITLE INSURANCE  
 SCHEDULE B (CONTINUED)**

ORDER NO : 1401 008452338 D2

- Y 26. RESERVATION IN FAVOR OF THE CITY OF CHICAGO FOR THE BENEFIT OF ALL PUBLIC AND PRIVATE ENTITIES WITH FACILITIES THAT SERVICES, SUCH AS BUT NOT LIMITED TO CABLE, FIBER OPTIC, TELEPHONE, AND TELEGRAPHIC DATA TRANSMISSION, SEWER, WATER, ELECTRIC, GAS TO THE GENERAL PUBLIC, TOGETHER WITH THEIR SUCCESSORS AND ASSIGNS, AN EASEMENT TO OPERATE, MAINTAIN, CONSTRUCT, REPLACE, RENEW ANY AND ALL FACILITIES AS MAY EXIST IN THE AREAS HEREIN VACATED, UNTIL SUCH TIME AS SUCH FACILITIES ARE RELOCATED, CONTAINED IN THE VACATION ORDINANCE RECORDED NOVEMBER 14, 2005 AS DOCUMENT NUMBER 0531834079 AND AS CONTAINED IN THE AMENDING VACATION ORDINANCE RECORDED AS DOCUMENT NUMBER 0531834080.**
- (AFFECTS THE PORTION OF THE LAND INSURED HEREIN FALLING WITHIN THE VACATED STREETS AS DESCRIBED THEREIN)**
- Z 27. TERMS, PROVISIONS, CONDITIONS, EASEMENTS AND RESTRICTIONS CONTAINED IN THE DECLARATION OF EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS, DATED NOVEMBER 10, 2005, AND RECORDED NOVEMBER 14, 2005 AS DOCUMENT NUMBER 0531834084, MADE BY CHICAGO TRANSIT AUTHORITY, A MUNICIPAL CORPORATION OF THE STATE OF ILLINOIS, 108 NORTH STATE STREET 11, 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.**
- AA 28. TERMS CONTAINED IN THE MEMORANDUM OF AGREEMENT DATED NOVEMBER 10, 2005, BY BLOCK 37, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AND COMMONWEALTH EDISON COMPANY, AN ILLINOIS CORPORATION, WITH RESPECT TO AN AGREEMENT DATED NOVEMBER 10, 2005, BY BLOCK 37, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY AND COMMONWEALTH EDISON COMPANY, AN ILLINOIS CORPORATION RECORDED NOVEMBER 14, 2005 AS DOCUMENT NUMBER 0531834086.**
- AB 29. TERMS, PROVISIONS, CONDITIONS AND EASEMENTS CONTAINED IN THE ACCESS EASEMENT AGREEMENT, DATED NOVEMBER 10, 2005, AND RECORDED NOVEMBER 14, 2005 AS DOCUMENT NUMBER 0531834087, MADE BY BLOCK 37, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, IN FAVOR OF COMMONWEALTH EDISON COMPANY, AN ILLINOIS CORPORATION.**
- (AFFECTS THE LAND NORTH OF THE NORTH LINE OF THE SOUTH 1/2 OF VACATED COURT PLACE, HAVING THE DIMENSIONS OF 16 FEET N-S AND 80.03 FEET E-W FROM THE EAST LINE OF DEARBORN STREET)**
- AD 30. TERMS OF THE COVENANT AGREEMENT MADE BY AND BETWEEN BLOCK 37, L.L.C., BLOCK 37 OFFICE, L.L.C. AND 108 NORTH STATE STREET 11, LLC RECORDED JULY 11, 2006 AS DOCUMENT NUMBER 0619212052.**
- AE 31. SUBORDINATION AND INTERCREDITOR AGREEMENT RECORDED APRIL 24, 2007 AS DOCUMENT 0711441156 MADE BY AND BETWEEN LASALLE BANK NATIONAL ASSOCIATION, THE CHICAGO TRANSIT AUTHORITY AND 108 N. STATE TRANSIT LLC, SUBORDINATING THE LIEN OF THE MORTGAGE INSURED HEREIN AND RECORDED AS DOCUMENT 0711441154 TO THE CTA'S RIGHTS UNDER THE DEVELOPMENT AGREEMENT RECORDED AS DOCUMENT 0531834086 AND EASEMENT AGREEMENT RECORDED AS DOCUMENT 0531834084 AND THE TERMS, PROVISIONS AND CONDITIONS SET FORTH THEREIN.**
- AG 32. COOPERATION AND ASSIGNMENT AGREEMENT EXECUTED BY AND BETWEEN 108 N. STATE RESIDENTIAL, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY (RESIDENTIAL DEVELOPER); 108 N. STATE TRANSIT, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY**



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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B (CONTINUED)

ORDER NO.: 1401 008452338 D2

**I** 23. RIGHTS OF CLUB VENTURES V LLC, AS TENANT ONLY, UNDER THAT CERTAIN SHOPPING CENTER LEASE DATED AUGUST 16, 2006, BY AND BETWEEN BLOCK 37, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AND CLUB VENTURES V, LLC, A DELAWARE LIMITED LIABILITY COMPANY, WITH NO OPTIONS TO PURCHASE OR RIGHTS OF FIRST REFUSAL.

RIGHTS OF STRIKE CHICAGO, LLC, AS TENANT ONLY, UNDER THAT CERTAIN SHOPPING CENTER LEASE DATED FEBRUARY 14, 2007, BY AND BETWEEN BLOCK 37, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AND STRIKE CHICAGO, LLC, A ILLINOIS LIMITED LIABILITY COMPANY, WITH NO OPTIONS TO PURCHASE OR RIGHTS OF FIRST REFUSAL.

**W** 24. (A) TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENT DESCRIBED AS EASEMENT PARCELS 1 & 2 CONTAINED IN THE INSTRUMENT CREATING SAID EASEMENT.

(B) RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE EASEMENT.

**X** 25. TERMS OF THE 108 NORTH STATE STREET REDEVELOPMENT CITY OF CHICAGO, AN ILLINOIS MUNICIPAL CORPORATION, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, DATE TOGETHER WITH (I) THE LIMITED JOINDER THERETO DATED OCTOBER 27, 2006 BY THE CITY AND GD 22 W. WASHINGTON LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHICH WAS RECORDED IN THE COOK COUNTY RECORDER OF DEEDS ON NOVEMBER 6, 2006 AS DOCUMENT NUMBER 0631041143, (II) THE PARTIAL RELEASE AS TO 108 NORTH STATE STREET REDEVELOPMENT AGREEMENT BY THE CITY, BLOCK 37, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, BLOCK 37 OFFICE, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AND 108 NORTH STATE STREET II, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, RECORDED NOVEMBER 6, 2006 AS DOCUMENT NUMBER 0631041144, (III) THAT CERTAIN LETTER DATED OCTOBER 19, 2005 FROM THE CITY TO BLOCK 37, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AND (IV) THAT CERTAIN SIDE LETTER DATED NOVEMBER 8, 2005 BY AND BETWEEN THE CITY AND BLOCK 37, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY. THE 37,

ASSIGNMENT OF DEVELOPMENT RIGHTS RECORDED APRIL 24, 2007 AS DOCUMENT NUMBER 0711441152.

ASSIGNMENT AND ASSUMPTION OF REDEVELOPMENT AGREEMENT RECORDED APRIL 24, 2007 AS DOCUMENT NUMBER 0711441150.

CONSENT TO ASSIGNMENT AND ASSUMPTION OF 108 NORTH STATE STREET REDEVELOPMENT AGREEMENT MADE BY AND BETWEEN CITY OF CHICAGO, 108 N. STATE RETAIL LLC, 108 N. STATE TRANSIT LLC, AND 108 N. STATE RESIDENTIAL LLC RECORDED APRIL 24, 2007 AS DOCUMENT NUMBER 0711441143.



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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B (CONTINUED)

ORDER NO. 1401 008452338 D2

(TRANSIT DEVELOPER) AND 108 N. STATE RETAIL, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY (RETAIL DEVELOPER) RECORDED JULY 3, 2007 AS DOCUMENT 0718433163

**AR 33. NOTE FOR INFORMATION (ENDORSEMENT REQUESTS):**

ALL ENDORSEMENT REQUESTS SHOULD BE MADE PRIOR TO CLOSING TO ALLOW AMPLE TIME FOR THE COMPANY TO EXAMINE REQUIRED DOCUMENTATION.

(THIS NOTE WILL BE WAIVED FOR POLICY).

**AS 34. INFORMATIONAL NOTE:**

TO SCHEDULE A RESIDENTIAL CLOSING IN OUR CHICAGO LOOP OFFICE, OR TO RECEIVE CLOSING FIGURES, PLEASE CALL OUR AUTOMATED INFORMATION LINE AT (312)223-2800

TO FAX FIGURES TO OUR CHICAGO LOOP OFFICE FOR RESIDENTIAL CLOSINGS, PLEASE DIAL (312)223-2815.

TO SCHEDULE ANY CLOSINGS IN THE CHICAGO COMMERCIAL CENTER, PLEASE CALL (312)223-2707.

TO FAX FIGURES FOR A RESIDENTIAL CLOSING IN THE CHICAGO COMMERCIAL CENTER PLEASE DIAL (312)223-5888

**AW 35. MECHANICS LIEN CLAIM IN FAVOR OF ILLINI HARDWARE CORPORATION AGAINST W. E. O'NEIL CONSTRUCTION COMPANY, 108 N. STATE RETAIL LLC ET AL, RECORDED OCTOBER 10, 2008 AS DOCUMENT NUMBER 0828449002 IN THE AMOUNT OF \$193,992.00.**

**BA 36. MECHANICS LIEN CLAIM IN FAVOR OF DEVELOPMENT DESIGN GROUP, INC., AGAINST 108 N. STATE RETAIL LLC RECORDED OCTOBER 28, 2008 AS DOCUMENT NUMBER 0830254132 IN THE AMOUNT OF \$320,080.45.**

**BB 37. MECHANICS LIEN CLAIM IN FAVOR OF SCOTT STEEL SERVICES, INC., AGAINST 108 N. STATE RETAIL, LLC, RECORDED NOVEMBER 21, 2008 AS DOCUMENT NUMBER 0832618043 IN THE AMOUNT OF \$619,965.00.**

**BC 38. MECHANICS LIEN CLAIM IN FAVOR OF MID-AMERICAN ELEVATOR, INC. AGAINST W.E. O'NEIL CONSTRUCTION COMPANY, ET. AL., RECORDED NOVEMBER 25, 2008 AS DOCUMENT NUMBER 0833045061 IN THE AMOUNT OF \$662,443.00.**

**BE 39. MECHANICS LIEN CLAIM IN FAVOR OF WEIS BUILDERS, INC. AGAINST 108 N. STATE RETAIL, LLC, ET. AL. RECORDED NOVEMBER 26, 2008 AS DOCUMENT NUMBER 0833155000 IN THE AMOUNT OF \$710,638.80.**

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CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B (CONTINUED)

ORDER NO : 1401 008452338 D2

- BF 40. MECHANICS LIEN CLAIM IN FAVOR OF R.G. CONSTRUCTION SERVICES, INC. AGAINST ARCADIA PRODUCTS, INC., ET. AL. RECORDED DECEMBER 2, 2008 AS DOCUMENT NUMBER 0833710037 IN THE AMOUNT OF \$28,727.00.
- BH 41. EASEMENT AS CREATED BY ADDENDUM TO RECIPROCAL EASEMENT AND OPERATING AGREEMENT DATED 12/31/08 AND RECORDED 12/31/08 AS DOCUMENT NUMBER 0836611089 MADE BY AND BET 108 N. STATE RETAIL LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND CHICAGO TRANSIT AUTHORITY, A POLITICAL SUBDIVISION, A BODY POLITIC AND A MUNICIPAL CORPORATION OF THE STATE OF ILLINOIS FOR THE FOLLOWING PURPOSES: CONSTRUCTION ACCESS EASEMENTS, AS DEFINED THEREIN IN PARAGRAPH 1, OVER THE "RETAIL PROPERTY" AS DEFINED THEREIN AS "CTA CONSTRUCTION EASEMENT AREAS".
- BI 42. MECHANICS LIEN CLAIM IN FAVOR OF R.G. CONSTRUCTION SERVICES, INC. AGAINST W.E. O'NEIL CONSTRUCTION CO. ET. AL. RECORDED DECEMBER 3, 2008 AS DOCUMENT NUMBER 0833829079 IN THE AMOUNT OF \$1,463,582.58.

\*\* END \*\*