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Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/21/2012 01:31 PM Pg: 1 of 19

PREPARED BY, RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

Nixon Peabody LLP
437 Madison Avenue
New York, New York 10022
Attention: William X. Lang, Esq.

SECOND AMENDMENT OF MORTGAGE, SECURITY AGREEMENT, AND FIXTURE FILING

THIS SECOND AMENDMENT OF MORTGAGE, SECURITY AGREEMENT, AND FIXTURE FILING (this "Second Amendment") is hereby entered into as of the 1st day of November, 2012, by and among **360 NORTH MICHIGAN PROPERTIES LLC** ("**360 NM Borrower**"), **ONE NORTH DEARBORN PROPERTIES LLC** ("**One ND Borrower**"), and **ONE NORTH LASALLE PROPERTIES LLC** ("**One NL Borrower**"), each a Delaware limited liability company (collectively, the "**Borrower**"), whose address is c/o The Chetrit Group, 512 Seventh Avenue, 15th Floor, New York, New York 10018, and **WELLS FARGO BANK, N.A., AS TRUSTEE IN TRUST FOR THE REGISTERED HOLDERS OF BANC OF AMERICA COMMERCIAL MORTGAGE INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-6** ("**Lender**"), having a place of business at c/o Corporate Trust Services, 9062 Old Annapolis Rd., Columbia, MD 21045, and **DEARBORN GL FEE LLC**, a Delaware limited liability company (such entity and any successor owner of the Dearborn Ground Lease Fee (as defined in the First Amendment) and ground lessor's interest in the Ground Lease (as defined in the Loan Agreement), hereinafter "**Fee Obligor**"), having an address at c/o The Chetrit Group, 404 Fifth Avenue, 6th Floor, New York, New York 10018.

A. Bear Stearns Commercial Mortgage, Inc. ("**Original Lender**") made a loan (the "**Loan**") to Borrower in the amount of \$165,000,000.00, which Loan is evidenced by (x) that certain Promissory Note, dated as of February 9, 2006, from Borrower to Original Lender ("**Note A**") and (y) that certain Loan Agreement, dated as of February 9, 2006, between Borrower and Original Lender, as amended by that certain Amendment to Loan Agreement and Mortgage, Security Agreement, and Fixture Filing (the "**First Amendment**"), dated as of May

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16, 2008, between Borrower, Lender and Fee Obligor (as amended, hereinafter collectively, the “**Existing Loan Agreement**”).

B. Pursuant to the Existing Loan Agreement, Original Lender also committed to lend an additional \$9,500,000.00 to Borrower in the event that certain conditions set forth in the Loan Agreement were satisfied and which additional loan was evidenced by that certain Promissory Note, dated as of February 9, 2006, from Borrower to the Original Lender (“**Note B**”).

C. In order to secure Borrower’s obligations under Note A and Note B and the Existing Loan Agreement, Borrower executed and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for the Original Lender (“**MERS**”), that certain Mortgage, Security Agreement, and Fixture Filing (the “**Original Mortgage**”), dated as of February 9, 2006, which was recorded in the Real Property Records of Cook County, Illinois (the “**Office**”) on February 14, 2006 as Document Number 060450310, which Original Mortgage encumbers certain fee estates in and to certain property located at 360 North Michigan Avenue, Chicago Illinois, which is more particularly described on Schedule A-1 attached hereto (the “**360 NM Property**”) and One North LaSalle Street, Chicago, Illinois, which is more particularly described on Schedule A-2 attached hereto (the “**One NL Property**”), and certain fee and leasehold estates in and to certain property located at One North Dearborn Street, Chicago, Illinois, which estates are more particularly described on Schedule A-3 attached hereto (the “**One ND Property**”, together with the 360 NM Property and the One NL Property, hereinafter the “**Real Property**”).

D. The Original Mortgage was amended by the First Amendment, which First Amendment was recorded in the Office on May 21, 2008 as Document Number 0814234114, pursuant to which, among other things, the Fee Obligor mortgaged its interest in the Dearborn Ground Lease Fee to the Lender and as such, the Original Mortgage now encumbers the Dearborn Ground Lease Fee, which interest is more particularly described on Schedule A-4 attached hereto.

E. Prior to the date hereof, the Note and the Existing Loan Agreement were assigned by Original Lender to the Lender.

F. The Original Mortgage, as amended by the First Amendment, was assigned by MERS to Lender pursuant to that certain Assignment of Mortgage, Security Agreement and Fixture Filing, dated as of August 18, 2011, and recorded in the Office on July 17, 2012 as Document Number 1219929071.

G. Contemporaneously herewith, Borrower, Lender and Fee Obligor have entered into that certain Second Amendment of Loan Agreement (the “**Second Amendment of Loan Agreement**”) (the Existing Loan Agreement, as modified by the Second Amendment of Loan Agreement, and as the same may be further amended, restated, modified or otherwise supplemented, shall hereinafter be referred to as the “**Loan Agreement**”), dated as of October 1, 2012, pursuant to which Borrower, Lender and Fee Obligor agreed to modify certain terms and provisions of the Original Loan Agreement as more particularly set forth therein.

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H. The conditions precedent to the funding of Note B contained in the Loan Agreement were never satisfied and therefore Note B was not funded and is to be terminated pursuant to the provisions of the Second Amendment of Loan Agreement.

I. Borrower, Lender and Fee Obligor desire to enter into this Second Amendment of confirm that the Original Mortgage secures and continues to secure the payment, fulfillment, and performance by Borrower of its obligations under the Loan Agreement and all of the other Loan Documents (as defined in the Loan Agreement) and encumbers, among other things, the Real Property, the Ground Lease and the leasehold estate created thereby, and the Dearborn Ground Lease Fee.

Capitalized terms used herein and not otherwise defined herein shall have the meanings specified in the Original Mortgage.

NOW, THEREFORE, Borrower, Lender and Fee Obligor, for themselves and their respective successors and assigns, for good and valuable consideration paid, hereby covenant, agree and act as follows.

1. Accuracy of Recitals; Definitions. Borrower, Lender and Fee Obligor acknowledge that the Recitals set forth above are true, accurate and correct, and are incorporated herein by this reference

2. Amendments to Mortgage. The Original Mortgage is hereby amended as of the date hereof as follows:

(a) All references in the Original Mortgage to the "Note" shall be deemed to be a reference to Note A only.

(b) Section 1.1(q) is amended by deleting the phrase "that certain Account Number [] at []" and replacing it with, "that certain Account Number 12352-86245 at Bank of America, N.A."

(c) The following new Sections 2.4, 2.5, 2.6 and 2.7 are hereby added to the Original Mortgage after Section 2.3 thereof:

"Section 2.4. Interest Rate. The Interest Rate for the Loan shall be: (a) from and after the "Effective Date" of the Second Amendment of the Loan Agreement and continuing through October 31, 2015, a rate of 3.0000% per annum and (b) from and after November 1, 2015 and continuing through the Maturity Date, a rate of 5.8595%.

Section 2.5. Deferred Interest. The "Deferred Interest Rate" for the Loan shall be 2.8595%. Interest on the outstanding principal balance of the Loan shall accrue, but not compound, at the Deferred Interest Rate from (and including) the Effective Date of the Second Amendment of the Loan Agreement to but excluding November 1, 2015 (such accrued interest shall be hereinafter referred to as the "**Deferred Interest**"). Provided that no Event of Default has occurred, the Deferred Interest shall be deferred and payment thereof shall be made in accordance with the provisions of Section 2.3.8 of the Loan Agreement. For avoidance of doubt, it is acknowledged and agreed that, anything to the contrary contained in Section 2.3.7 of the

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Loan Agreement or elsewhere in the Loan Agreement notwithstanding, upon the occurrence of an Event of Default, automatically and without more, (x) the payment provisions of Section 2.3.7 of the Loan Agreement and the provisions of Section 2.3.8 of the Loan Agreement all shall be deemed null and void and of no further force and effect, (y) all accrued Deferred Interest shall be then due and payable, and (z) Borrower shall thereafter pay interest on the entire Debt at the Default Rate pursuant to the provisions of Section 2.2.3 of the Loan Agreement.

Section 2.6 Default Rate. The “Default Rate” shall mean, with respect to the Loan, a rate per annum equal to the lesser of (a) the maximum rate permitted by applicable law or (b) five (5%) percent above the Interest Rate. In the event that, and for so long as, any Event of Default shall have occurred and be continuing, the outstanding principal balance of the Loan and, to the extent permitted by applicable law, all accrued and unpaid interest in respect of the Loan and any other amounts due pursuant to the Loan Documents, shall accrue interest at the Default Rate, calculated from the date such payment was due without regard to any grace or cure periods contained in the Loan Agreement.

Section 2.7. Maturity Date. The Maturity Date of the Loan shall be March 1, 2016, or such other date on which the final payment of principal of the Note becomes due and payable as therein or herein provided, or as provided in the Loan Agreement, whether at such stated maturity date, by declaration of acceleration, or otherwise.”

(d) Article XII is amended by deleting the second paragraph thereof. All notices delivered pursuant to the Original Mortgage shall be delivered in accordance with Section 10.6 of the Loan Agreement, as such section was amended by the Second Amendment of the Loan Agreement.

3. **Ratification.** The terms and provisions of the Original Mortgage, as amended hereby, are hereby ratified and confirmed. The warranties, representations, covenants and agreements contained in the Original Mortgage are hereby specifically reaffirmed and remade by Borrower, and to the extent applicable, the Fee Obligor, and the entire Original Mortgage is hereby ratified, approved and confirmed in every respect. Borrower also hereby ratifies and confirms, as of the date of the Original Mortgage and as of the date hereof, the liens, encumbrances and security interests in and on the Real Property intended to be created by the Original Mortgage. Fee Obligor also hereby ratifies and confirms, as of the date of the First Amendment and as of the date hereof, the liens, encumbrances and security interests in and on the Dearborn Ground Lease Fee intended to be created by the Original Mortgage, as amended by the First Amendment.

4. **Miscellaneous.**

(a) **Incorporation.** This Second Amendment shall form a part of the Original Mortgage, and all references to “this Mortgage” set forth in the Original Mortgage and the other Loan Documents shall hereinafter mean the Original Mortgage as modified hereby.

(b) **Governing Law.** This Second Amendment shall be governed in accordance with the terms and provisions of Section 10.3 of the Loan Agreement.

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(c) Successors and Assigns. The covenants, conditions and agreements contained in this Second Amendment shall be binding upon, and shall inure to the benefit of, Lender, Borrower and Fee Obligor and their respective successors and assigns.

(d) Construction. Borrower and Fee Obligor, and their respective counsel, each have had ample opportunity to review this Second Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Second Amendment.

(e) Severability. In the event that any one or more of the provisions of this Second Amendment or the Original Mortgage shall be determined to be void or unenforceable by a court of competent jurisdiction or by law, such determination will not render this Second Amendment or the Original Mortgage invalid or unenforceable, and the remaining provisions hereof and thereof shall remain in full force and effect.

(f) Section Headings. The section headings in this Second Amendment are for the convenience of the parties and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

(g) Amendments; Waivers. This Second Amendment and the Original Mortgage may not be amended or modified, and no provision of this Second Amendment or the Original Mortgage may be waived, except, in each instance, pursuant to a written instrument signed by Lender, Borrower and Fee Obligor.

(h) Counterparts. This Second Amendment may be executed in as many counterparts as necessary or convenient, and by the different parties on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same agreement.

(i) Full Force and Effect. Except as and to the extent modified by this Second Amendment, the Original Mortgage remains unmodified and in full force and effect. Nothing contained in this Second Amendment shall annul, release or affect the lien or priority of the Original Mortgage.

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ACKNOWLEDGMENT FOR LENDER

STATE OF Maryland)
) ss.:
COUNTY OF Montgomery

On the 19 day of September in the year 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Sam Dem, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Sarah Nye
Notary Public

SARAH ELIZABETH NYE
Notary Public-Maryland
Montgomery County
My Commission Expires
May 20, 2015

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IN WITNESS WHEREOF, Borrower, Lender and Fee Obligor have executed this Second Amendment of Mortgage, Security Agreement, and Fixture Filing as of the day and year first above written.

LENDER:

Wells Fargo Bank, N.A., as Trustee for the registered holders of Banc of America Commercial Mortgage Inc., Commercial Mortgage Pass-Through Certificates, Series 2006-6

By and through CWCapital Asset Management LLC, solely in its capacity as Special Servicer for the Holder

By: _____
Name:
Title:

BORROWER:

360 NORTH MICHIGAN PROPERTIES LLC,
a Delaware limited liability company

By: _____
Name:
Title:

ONE NORTH DEARBORN PROPERTIES LLC,
a Delaware liability company

By: _____
Name:
Title:

ONE NORTH LASALLE PROPERTIES LLC,
a Delaware limited liability company

By: _____
Name:
Title:

FEE OBLIGOR:

DEARBORN GL FEE LLC, a Delaware limited liability company

By: _____
Name:
Title:

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SCHEDULE A-1
LEGAL DESCRIPTION OF 360 NM PROPERTY

[attached]

Property of Cook County Clerk's Office

A large, dense, black scribble consisting of many overlapping, diagonal strokes, obscuring the text of the watermark.

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SCHEDULE A-1

360 North Michigan Avenue, Chicago, IL

LOTS 1, 2, 5, 6 AND 9 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO SUBLOTS 1, 2 AND 3 IN THE RESUBDIVISION OF LOTS 3, 4, 7, 8 AND 10 TO 19 INCLUSIVE IN SAID BLOCK 4;

EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY THAT PART THEREOF LYING NORTH AND NORTH EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF LOT 1 IN SAID BLOCK 4, SAID LINE BEING THE WEST LINE OF NORTH MICHIGAN AVENUE, 44.01 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 5; THENCE WESTERLY ON A LINE FORMING AN ANGLE OF 90 DEGREES WITH THE SAID EAST LINE OF LOT 1 A DISTANCE OF 40.67 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING WITH THE LAST DESCRIBED LINE AN ANGLE OF 143 DEGREES 3 MINUTES 30 SECONDS TO THE SOUTHEASTERLY LINE OF RIVER STREET; (NOW KNOWN AS WACKER DRIVE);

AND FURTHER EXCEPTING FROM SAID PROPERTY A PORTION OF SAID LOT 2 IN BLOCK 4 AND OF SUBLOT 1 OF SAID RESUBDIVISION DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF THE SOUTHEASTERLY LINE OF RIVER STREET WITH THE SOUTHERLY LINE OF THE PLAZA (CREATED BY AN ORDINANCE OF THE CITY COUNCIL OF CHICAGO, PASSED MARCH 23, 1914, FOR THE OPENING AND WIDENING OF MICHIGAN AVENUE) AND RUNNING THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE A DISTANCE OF 49.139 FEET TO ITS INTERSECTION WITH A LINE DRAWN 4.833 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE PLAZA ABOVE DESCRIBED; THENCE WEST ALONG SAID PARALLEL LINE A DISTANCE OF 0.901 FEET; THENCE NORTHWESTERLY ALONG A LINE DRAWN 0.542 FEET SOUTHERLY FROM AND PARALLEL WITH THE AFORESAID SOUTHERLY LINE OF THE PLAZA, A DISTANCE OF 25.076 FEET TO ITS INTERSECTION WITH A LINE DRAWN 23.343 FEET SOUTHEASTERLY FROM AND PARALLEL WITH SAID SOUTHEASTERLY LINE OF RIVER STREET; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 4.833 FEET; THENCE NORTHWESTERLY ALONG A LINE DRAWN 5.375 FEET SOUTHERLY FROM AND PARALLEL WITH THE AFORESAID SOUTHERLY LINE OF PLAZA, A DISTANCE OF 23.343 FEET TO ITS INTERSECTION WITH SAID SOUTHEASTERLY LINE OF RIVER STREET AND THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE A DISTANCE OF 5.375 FEET TO THE PLACE OF BEGINNING.

ALSO EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY A PORTION OF LOTS 1 AND 2 IN SAID BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE PLAZA (CREATED BY AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHICAGO PASSED MARCH 23, 1914, FOR THE OPENING AND WIDENING OF NORTH MICHIGAN AVENUE) WHICH POINT IS 22.933 FEET WEST OF SAID WEST LINE OF SAID NORTH MICHIGAN AVENUE AND RUNNING THENCE NORTH ON A LINE PARALLEL WITH SAID WEST LINE A DISTANCE OF 4.833 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE AFORESAID SOUTHERLY LINE OF PLAZA A DISTANCE OF 24.164 FEET TO ITS INTERSECTION WITH SAID SOUTHERLY LINE OF PLAZA; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE A DISTANCE OF 8.041 FEET TO ITS INTERSECTION WITH SAID SOUTHERLY LINE OF PLAZA; AND THENCE EAST ON SAID SOUTH LINE A DISTANCE OF 17.737 FEET TO THE PLACE OF BEGINNING.

UNOFFICIAL COPY**SCHEDULE A-1 (CONTINUED)**

(17 10 300 001 0000, 17 10 300 002 0000, 17 10 300 003 0000)

THE NORTHEASTERLY HALF OF LOT 4 ADJOINING LOT 3 IN LOOMIS AND OTHERS RESUBDIVISION OF LOTS 3, 4, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18 AND 19 IN FORT DEARBORN ADDITION TO CHICAGO, IN COOK COUNTY, ILLINOIS.
(17 10 300 004 0000)

LESS AND EXCEPT FROM PARCELS 10 AND 11 THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF LOTS 3 AND 4 IN LOOMIS AND OTHERS RESUBDIVISION OF LOTS 3, 4, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18 AND 19 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE OF THE SOUTHEASTERLY LINE OF EAST WACKER DRIVE (RIVER STREET) WITH THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY HALF OF SAID LOT 4 IN LOOMIS AND OTHERS RESUBDIVISION AND RUNNING;

THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID WACKER DRIVE (RIVER STREET) A DISTANCE OF 62.55 FEET;

THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 92 DEGREES 31 MINUTES 33 SECONDS, AS MEASURED FROM SOUTHWESTERLY TO SOUTHEASTERLY WITH THE LAST DESCRIBED LINE, A DISTANCE OF 100.57 FEET TO A POINT ON THE NORTHWESTERLY LINE OF NORTH MacCHESNEY COURT, SAID POINT BEING ALSO ON THE SOUTHEASTERLY LINE OF LOT 3 AFORESAID AND 61.79 FEET NORTHEASTERLY OF THE OF THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY HALF OF LOT 4 AFOREMENTIONED, AS MEASURED ALONG SAID NORTHWESTERLY LINE OF NORTH MacCHESNEY COURT;

THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE OF NORTH MacCHESNEY COURT, SAID NORTHWESTERLY LINE BEING HERE ALSO THE SOUTHEASTERLY OF LOTS 3 AND 4 AFORESAID, A DISTANCE OF 61.79 FEET TO SAID SOUTHWESTERLY LINE OF THE NORTHEASTERLY HALF OF LOT 4;

THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF NORTHEASTERLY HALF OF LOT 4, A DISTANCE OF 100.61 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.
(17 10 300 003 0000 and 17 10 300 004 0000)

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SCHEDULE A-2
LEGAL DESCRIPTION OF ONE NL PROPERTY

[attached]

Property of Cook County Clerk's Office

Two large, thick black scribbles are present on the page, one in the upper right quadrant and one in the lower left quadrant, both obscuring text. The watermark text 'Property of Cook County Clerk's Office' is oriented diagonally across the page.

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SCHEDULE A-2

One North LaSalle Street, Chicago, IL

LOTS 3, 4, 5, 6 AND 7 IN ASSESSORS DIVISION OF LOTS 4, 5 AND THE WEST 43 FEET OF LOT 3 AND THE WEST 30 FEET OF LOT 6 (EXCEPT THAT PART OF SAID LOTS TAKEN FOR THE WIDENING OF MADISON STREET) IN BLOCK 56 OF THE ORIGINAL TOWN OF CHICAGO IN SECTIONS 9 AND 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

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SCHEDULE A-3
LEGAL DESCRIPTION OF ONE ND PROPERTY

[attached]

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SCHEDULE A-3

LEGAL DESCRIPTION OF ONE ND PROPERTY

PARCEL 1:

LOTS 11, 12, 13, 14 AND 15 IN THE SUBDIVISION OF LOT 5 IN BLOCK 58 IN THE ORIGINAL TOWN OF CHICAGO, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(17 09 464 001 0000, 17 09 464 002 0000, 17 09 464 003)

PARCEL 2:

LOT 2 IN THE SUBDIVISION OF LOT 8 AND OF THE EAST 30 FEET OF LOT 7 IN BLOCK 58 IN THE ORIGINAL TOWN OF CHICAGO, TOGETHER WITH A STRIP OF LAND LYING BETWEEN THE EAST LINE OF SAID LOT 8 AND THE WEST LINE OF STATE STREET AS FIXED BY ACT OF GENERAL ASSEMBLY OF THE STATE OF ILLINOIS APPROVED MARCH 3, 1845 AS APPEARS FOR THE PLAT THEREOF RECORDED JANUARY 26, 1872 IN BOOK 1 OF PLATS, PAGE 20 IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(17 09 464 007 0000)

PARCEL 3:

LOT 3 IN THE SUBDIVISION OF LOT 8 AND OF THE EAST 30 FEET OF LOT 7 IN BLOCK 58 IN THE ORIGINAL TOWN OF CHICAGO, TOGETHER WITH A STRIP OF LAND LYING BETWEEN THE EAST LINE OF SAID LOT 8 AND THE WEST LINE OF STATE STREET AS FIXED BY ACT OF GENERAL ASSEMBLY OF THE STATE OF ILLINOIS APPROVED MARCH 3, 1845 AS APPEARS FOR THE PLAT THEREOF RECORDED JANUARY 26, 1872 IN BOOK 1 OF PLATS, PAGE 20 IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(17 09 464 008)

PARCEL 4:

THAT PORTION OF THE WEST 10 FEET OF THE EAST 30 FEET OF LOT 7 IN BLOCK 58 IN THE ORIGINAL TOWN OF CHICAGO LYING WEST AND ADJOINING LOTS 2 AND 3 IN THE SUBDIVISION OF LOT 8 AND OF THE EAST 30 FEET OF LOT 7 AFORESAID IN COOK COUNTY, ILLINOIS IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

(17 09 464 007 and 008)

PARCEL 5:

SUB-PARCEL 5-A (FEE):

THE WEST 50 FEET OF LOT 7 IN BLOCK 58 IN THE ORIGINAL TOWN OF CHICAGO, PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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SCHEDULE A-3 (CONTINUED)

(17 09 464 010 8001 and 8002)

PARCEL 6:

LOT 6 IN BLOCK 58 IN THE ORIGINAL TOWN OF CHICAGO, PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Parcel 7

LOT 1 IN THE SUBDIVISION OF LOT 8 AND THE EAST 30 FEET OF LOT 7 IN BLOCK 58 IN THE ORIGINAL TOWN OF CHICAGO, TOGETHER WITH A STRIP OF LAND LYING BETWEEN THE EAST LINE OF SAID LOT 8 AND THE WEST LINE OF STATE STREET (AS FIXED BY AN ACT OF THE GENERAL ASSEMBLY OF THE STATE OF ILLINOIS APPROVED MARCH 3, 1845) AS APPEARS FROM PLAT THEREOF RECORDED JANUARY 26, 1872 IN BOOK 1 OF PLATS, PAGE 20, IN COOK COUNTY, ILLINOIS.

(17 09 464 006 0000)

PARCEL 8:

THAT PORTION OF THE WEST 10 FEET OF THE EAST 30 FEET OF LOT 7 IN BLOCK 58 IN THE ORIGINAL TOWN OF CHICAGO LYING WEST OF AND ADJOINING LOT 1 IN THE SUBDIVISION OF LOT 8 AND OF THE EAST 30 FEET OF LOT 7 AFORESAID, IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

(17 09 464 006 0000)


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SCHEDULE A-4
LEGAL DESCRIPTION OF THE DEARBORN GROUND LEASE FEE

[attached]

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SCHEDULE III

DESCRIPTION OF GROUND LEASE

- I. LEASE BETWEEN THE BOARD OF EDUCATION OF THE CITY OF CHICAGO AS LESSOR, AND MADISON-STATE DEARBORN BUILDING CORPORATION AS LESSEE, DATED APRIL 28, 1952 AND RECORDED MAY 7, 1952 AS DOCUMENT 15336526 IN THE RECORDERS OFFICE OF COOK COUNTY ILLINOIS AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF GROUND LEASE TO 1 NORTH DEARBORN, INC., AS TRUSTEE FOR 1 NORTH DEARBORN TRUSTEE, A DELAWARE BUSINESS TRUST, DATED SEPTEMBER 28, 1998 AND RECORDED OCTOBER 6, 1998 AS DOCUMENT NO. 98893831, AS AFFECTED BY AMENDED AND RESTATED LEASE DATED FEBRUARY 28, 2002 BUT EFFECTIVE AS OF JANUARY 1, 2002 BETWEEN MADISON STREET ASSOCIATES, L.L.C. AND 1 NORTH DEARBORN TRUST, A MEMORANDUM OF WHICH WAS RECORDED MARCH 5, 2002 AS DOCUMENT 0020249380 AS FURTHER AFFECTED BY ASSIGNMENT AND ASSUMPTION OF GROUND LEASE DATED DECEMBER 19, 2002 BY AND BETWEEN 1 NORTH DEARBORN TRUST, A DELAWARE BUSINESS TRUST, AS ASSIGNOR, AND 1 NORTH DEARBORN PROPERTIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS ASSIGNEE, AS RECORDED DECEMBER 27, 2002 AS DOCUMENT NO. 0021443945, AS FURTHER AFFECTED BY THAT CERTAIN ASSIGNMENT AND ASSUMPTION AGREEMENT (LEASE) BY AND BETWEEN MADISON STREET ASSOCIATES, L.L.C. AND DEARBORN GL FEE LLC DATED JULY 27, 2007 AND COVERING THE FOLLOWING DESCRIBED PROPERTY:
- LOT 6 IN BLOCK 58 IN THE ORIGINAL TOWN OF CHICAGO, PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.
- II. GROUND LESSOR ESTOPPEL AND AGREEMENT DATED MAY 16, 2008 BETWEEN DEARBORN GL FEE LLC AND ONE NORTH DEARBORN PROPERTIES, L.L.C.