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Prepared by 4
**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Doc#: 1300410069 Fee: \$58.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/04/2013 12:39 PM Pg: 1 of 11

Ginsberg Jacobs LLC
300 South Wacker, Suite 2750
Chicago, Illinois 60606
Attention: Steven F. Ginsberg, Esq.

8345182 Honor \$1 292

Property of COOK COUNTY

AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS

THIS AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of December 27, 2012, and effective as of November 12, 2012 (the "Effective Date") by and from **BEITLER MILLENNIUM STATION LLC**, an Illinois limited liability company ("Borrower"), to and for the benefit of **FIFTH THIRD BANK**, an Ohio banking corporation, its successor, and assigns ("Lender").

RECITALS:

A. Borrower is the ground lessee of certain real property located in Cook County, State of Illinois more particularly described in Exhibit A attached hereto ("Property") pursuant to that certain Master Lease (as such term is defined in the Loan Agreement).

B. The Borrower and the Lender entered into that certain loan arrangement wherein the Lender made a certain loan (the "Original Loan") to the Borrower pursuant to that certain Construction Loan Agreement dated May 12, 2006 (as amended, modified or restated from time to time, the "Loan Agreement"), and the Original Loan was evidenced by that certain Non-Revolver Note dated May 12, 2006, in the original principal amount of One Million Four Hundred Two Thousand and 0/100 Dollars (\$1,402,000.00) (the "Original Non-Revolver Note") which was converted on November 12, 2007 to a Term Note dated as of November 12, 2007 in the maximum principal amount of One Million Four Hundred Two Thousand and 0/100 Dollars (\$1,402,000.00) (as amended, modified and restated from time to time, the "Original Term Note"), and was secured by that certain Leasehold Mortgage and Assignment of Rents dated May 12, 2006, in favor of the Lender, which document was recorded with the Cook County, Illinois Recorder as Document No. 0613510111 (the "Original Mortgage") and that certain Assignment of Rents dated as of June 26, 2007, in favor of Lender, which document was recorded with the Cook County, Illinois Recorder of Deeds as Document No. 0711933214 (the "Original Assignment").

C. The Borrower and the Lender have agreed to amend and restate the Original Loan (hereinafter the amended and restated loan shall be referred to as the "Loan") in an amount not to exceed One Million Two Hundred Eighty-One Thousand Seven Hundred Seventy and 0/100

Box 400-CTCC

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Dollars (\$1,281,770.00). The Loan is evidenced by that certain Amended and Restated Promissory Note dated as of even date herewith in the original principal amount of \$1,281,770.00 from Borrower to Lender (together with all renewals, amendments, modifications, increases and extensions thereof, the "Note").

D. The Loan is secured by: (i) that certain Amended and Restated Leasehold Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents of even date herewith on the Property (the "Security Instrument"), and (ii) certain other documents evidencing or securing the Loan (together with the Note, the Loan Agreement and the Security Instrument as amended, modified, replaced or restated from time to time, the "Loan Documents").

E. The obligations of Borrower under the Loan Agreement, the Note, the Security Instrument, this Assignment, and the other Loan Documents are collectively referred to herein as the "Obligations".

F. Borrower is required as a condition to the amendment of the Loan to transfer and assign to Lender all of Borrower's right, title and interest in, to and under the Leases and Rents (as defined below).

AGREEMENT:

NOW, THEREFORE, as an inducement for the making of the Loan, Borrower hereby represents, warrants, covenants and agrees as follows:

1. **Definitions.** As used herein, the following terms shall have the following meanings:

"Event of Default" means (i) any default hereunder, after the expiration of any cure periods expressly provided for herein, and (ii) an Event of Default, as defined in the Loan Agreement.

"Leases" means all leases, subleases, rental contracts, occupancy agreements, licenses and other arrangements (in each case whether existing now or in the future) pursuant to which any person or entity occupies or has the right to occupy or use any portion of the Property, and includes (a) any supplement, modification, amendment, renewal or extension of any Lease and (b) any security or guaranty for any Lease.

"Lessees" means the lessees under the Leases or any subtenants or occupants of the Property.

"Rents" means all rents, issues, income, revenues, royalties, profits and other amounts now or in the future payable under any of the Leases, including those past due and unpaid.

Capitalized terms used in this Assignment and not otherwise defined are used as defined in the Loan Agreement.

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2. **Assignment.** As security for the payment and performance of the Obligations, Borrower hereby absolutely and unconditionally transfers, sets over and assigns to Lender all present and future right, title and interest of Borrower in, to and under the Leases and the Rents, together with all advance payments, security deposits and other amounts paid or payable to or deposited with Borrower under any of the Leases and all other rights and interests of Borrower under or in respect of any of the Leases. This Assignment is intended to be and is an absolute present assignment from Borrower to Lender, it being intended hereby to establish a complete and present transfer of all Leases and Rents with the right, but without the obligation, to collect all Rents.

3. **License.** Except as hereinafter set forth, Borrower shall have a license to collect the Rents accruing under the Leases as they become due ("License"), but not in advance, and to enforce the Leases. Subject to Section 8.1 hereof, the License shall automatically terminate upon the occurrence of an Event of Default.

4. **Representations and Warranties.** Borrower hereby represents and warrants to Lender that: (a) Borrower is the absolute owner of the entire lessor's interest in each of the Leases, with absolute right and title to assign the Leases and the Rents; (b) to Borrower's knowledge, the Leases are valid enforceable and in full force and effect and have not been modified, amended or terminated; (c) there are no outstanding assignments or pledges of the Leases or of the Rents and no other party has any right, title or interest in the Leases or the Rents; (d) there are no existing defaults under the provisions of the Leases on the part of the lessor and to Borrower's knowledge, there are no existing defaults under the provisions of the Leases on the part of the Lessees thereunder; (e) to Borrower's knowledge, no Lessee has any defense, set-off or counterclaim against Borrower; (f) except as disclosed in writing to Lender, no Lessee has any purchase option or first refusal right or any right or option for additional space with respect to the Property; (g) Borrower has not accepted prepayments of installments of rent or any other charges under any Lease for a period of more than one (1) month in advance; (h) to Borrower's knowledge, except as otherwise disclosed to Lender in writing, all work required to be performed by Borrower, as landlord, as of the date hereof under any Lease has been completed in accordance with the provisions of the Lease; and (i) Borrower has maintained, operated and repaired the Property in a first class condition and there are no necessary repairs or maintenance which would lead to a default under any lease which Borrower has not otherwise made the Lender aware of.

5. **Covenants of Borrower.**

5.1 **Further Assignment.** Borrower shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all Rents, except as specifically permitted by the Loan Documents;

5.2 **Defending Actions.** Borrower shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any Lessee or guarantor thereunder, and shall pay all costs and expenses of the Lender, including court costs and reasonable attorneys' fees, in any such action or proceeding in which the Lender may appear;

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5.3 **Enforcement.** Borrower shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the Lessees and guarantors thereunder;

5.4 **Notice.** Borrower shall immediately notify the Lender of any material breach by a Lessee or guarantor under any Lease;

5.5 **Subordination.** Borrower shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent; and

5.6 **Bankruptcy of Lessee.** If any Lessee is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Borrower covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Lender, and, if Borrower is in default under any of the Loan Documents, any check in payment of damages for termination or rejection of any such Lease will be made payable both to Borrower and Lender. If Borrower is in default under the Loan Documents, Borrower hereby assigns any such payment to Lender and further covenants and agrees that upon the request of Lender, it will duly endorse to the order of the Lender any such check.

5.7 **Rent Rolls.** Not later than sixty (60) days after the end of each calendar quarter, Borrower shall deliver to the Lender a certified rent roll for the Property as of the last day of such period in a form reasonably satisfactory to Lender.

6. **Cancellation of Lease.** In the event that any Lease permits cancellation thereof on payment of consideration and the privilege of cancellation is exercised, if Borrower is in default under the Loan Documents the payments made or to be made by reason thereof are hereby assigned to Lender, and if an Event of Default has occurred, shall be applied, at the election of Lender, to the Obligations in whatever order Lender shall choose in its discretion or shall be held in trust by Lender as further security, without interest, for the payment of the Obligations. Prior to such Event of Default, Borrower may use and apply such termination payments to expenses of the Property; provided, however, that Borrower shall notify Lender in writing of the receipt and amount of any such termination payments and the name of the tenant from whom such termination payment was received.

7. **Lender's Rights Upon Lessee Bankruptcy.** Upon the occurrence of an Event of Default, and if a Lessee under a Lease files or has filed against it any petition in bankruptcy or for reorganization, or undertakes or is subject to similar action, Lender shall have, and is hereby assigned by Borrower, all of the rights which would otherwise inure to the benefit of Borrower in such proceedings, including, without limitation, the right to seek "adequate protection" of its interests, to compel rejection of any Lease, and to seek such claims and awards as may be sought or granted in connection with the rejection of such Lease. Unless otherwise consented to by Lender in writing, Lender's exercise of any of the rights provided herein shall preclude Borrower from the pursuit and benefit thereof without any further action or proceeding of any nature.

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Lender, however, shall not be obligated to make timely filings of claims in any bankruptcy, reorganization or similar action, or to otherwise pursue creditor's rights therein.

8. Default of Borrower.

8.1 Remedies. Upon the occurrence of an Event of Default, Borrower's License to collect Rents shall immediately cease and terminate, unless Lender shall otherwise notify Borrower in writing that such License is not being terminated by Lender. Lender shall thereupon be authorized at its option to enter and take possession of all or part of the Property, in person or by agent, employee or court appointed receiver, and to perform all acts necessary for the operation and maintenance of the Property in the same manner and to the same extent that Borrower might reasonably so act to the fullest extent permitted by applicable law and Borrower hereby warrants any right to assert that any such entry constitutes a trespass. In furtherance thereof, Lender shall be authorized, but under no obligation, to collect the Rents arising from the Leases, and to enforce performance of any other terms of the Leases including, but not limited to, Borrower's rights to fix or modify rents, sue for possession of the leased premises, relet all or part of the leased premises, and collect all Rents under such new Leases. Borrower shall also pay to Lender, promptly upon any Event of Default: (a) all rent prepayments and security or other deposits paid to Borrower pursuant to any Lease assigned hereunder together with interest on all security deposits to the extent required to be paid under the Leases or by applicable law; and (b) all charges for services or facilities or for escalations which have theretofore been paid pursuant to any such Lease to the extent allocable to any period from and after such Event of Default. Lender will, after payment of all proper costs, charges and any damages, apply the net amount of such Rents to the Obligations. Lender shall have sole discretion as to the manner in which such Rents are to be applied, the reasonableness of the costs to which they are applied, and the items that will be credited thereby.

8.2 Notice to Lessee. Borrower hereby irrevocably authorizes each Lessee, upon demand and notice from Lender of the occurrence of an Event of Default, to pay all Rents under the Leases to Lender. Borrower agrees that each Lessee shall have the right to rely upon any notice from Lender directing such Lessee to pay all Rents to Lender, without any obligation to inquire as to the actual existence of an Event of Default, notwithstanding any notice from or claim of Borrower to the contrary. Borrower shall have no claim against any Lessee for any Rents paid by Lessee to Lender.

8.3 Assignment of Defaulting Borrower's Interest in Lease. Lender shall have the right to assign Borrower's right, title and interest in and to the Leases to any person acquiring title to the Property through foreclosure or otherwise. Such Lender shall not be liable to account to Borrower for the Rents thereafter accruing.

8.4 No Waiver. Lender's failure to avail itself of any of its rights under this Assignment for any period of time, or at any time or times, shall not constitute a waiver thereof. Lender's rights and remedies hereunder are cumulative, and not in lieu of, but in addition to, any other rights and remedies Lender has under the Loan Agreement, the Note, the Security Instrument and any of the other Loan Documents or otherwise available at law or in equity. Lender's rights and remedies hereunder may be exercised as often as Lender deems expedient.

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8.5 **Costs and Expenses.** The cost and expenses (including any receiver's fees and fees) incurred by Lender pursuant to the powers contained in this Assignment shall be immediately reimbursed by Borrower to Lender on demand, shall be secured hereby and, if not paid by Borrower, shall bear interest from the date demanded at the Default Rate (as defined in the Note). Lender shall not be liable to account to Borrower for any action taken pursuant hereto, other than to account for any Rents actually received by Lender.

9. **Indemnification of Lender.** Borrower hereby agrees to indemnify, defend, protect and hold Lender harmless from and against any and all liability, loss, cost, expense or damage (including reasonable attorney fees) that Lender may or might incur under the Leases or by reason of this Assignment. Such indemnification shall also cover any and all claims and demands that may be asserted against Lender under the Leases or this Assignment. Nothing in this section shall be construed to bind Lender to the performance of any Lease provisions, or to otherwise impose any liability upon Lender, including, without limitation, any liability under covenants of quiet enjoyment in the Leases in the event that any Lessee shall have been joined as party defendant in any action to foreclose the Security Instrument and shall have been barred thereby of all right, title, interest, and equity of redemption in the Property. This Assignment imposes no liability upon Lender for the operation and maintenance of the Property or for carrying out the terms of any Lease before Lender has entered and taken possession of the Property. Any loss or liability incurred by Lender by reason of actual entry and taking possession under any Lease or this Assignment or in the defense of any claims shall, at Lender's request, be immediately reimbursed by Borrower. Such reimbursement shall include interest at the Default Rate provided in the Note, costs, expenses and reasonable attorney fees. Lender may, upon entry and taking of possession, collect the Rents and apply them to reimbursement for any such loss or liability. The provisions of this Section 9 shall survive repayment of the Obligations and any termination or satisfaction of this Assignment.

10. **Additions to, Changes in and Replacement of Obligations.** Lender may take security in addition to the security already given Lender for the payment of the Obligations or release such other security, and may release any party primarily or secondarily liable on the Obligations, may grant or make extensions, renewals, modifications or indulgences with respect to the Obligations or the Security Instrument and replacements thereof, which replacements of the Obligations or the Security Instrument may be on the same terms as, or on terms different from, the present terms of the Obligations or the Security Instrument, and may apply any other security held by it to the satisfaction of the Obligations, without prejudice to any of its rights hereunder.

11. **Power of Attorney.** In furtherance of the purposes of this Assignment, Borrower hereby appoints Lender as Borrower's attorney-in-fact, with full authority in the place of Borrower, at the option of Lender at any time after the occurrence of an Event of Default, and in the name of Borrower or Lender, to (a) collect, demand and receive the Rents and other amounts payable under any Lease, (b) bring suit and take other action to enforce the Leases, (c) enforce, supplement, modify, amend, renew, extend, terminate and otherwise administer the Leases and deal with Lessees in relation to the Leases, (d) give notices, receipts, releases and satisfactions with respect to the Leases and the Rents and other amounts payable under any Lease, and (e) take such other action as Lender may reasonably deem necessary or advisable in connection with the exercise of any right or remedy or any other action taken by Lender under this Assignment.

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12. **No Mortgagee in Possession; No Other Liability.** The acceptance by Lender of this Assignment, with all of the rights, power, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Property by Lender, be deemed or construed to: (a) constitute Lender as a mortgagee in possession nor place any responsibility upon Lender for the care, control, management or repair of the Property, nor shall it operate to make Lender responsible or liable for any waste committed on the Property by any Lessee, occupant or other party, or for any dangerous or defective condition of the Property, nor thereafter at any time or in any event obligate Lender to appear in or defend any action or proceeding relating to the Leases or to the Property; (b) require Lender to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases; or (c) require Lender to assume any obligation or responsibility for any security deposits or other deposits delivered to Borrower by Lessees and not assigned and delivered to Lender. Lender shall not be liable in any way for any injury or damage to person or property sustained by any person in or about the Property.

13. **Termination of Assignment.** Lender shall terminate and release this Assignment as to all or a portion of the Property to the same extent as the Security Instrument is released in whole or in part.

14. **Miscellaneous.**

14.1 **Severability.** If any term of this Assignment or the application hereof to any person or set of circumstances, shall to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such provision or part thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent consistent with applicable law.

14.2 **Captions.** The captions or headings at the beginning of each section hereof are for the convenience of the parties only and are not part of this Assignment.

14.3 **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall be construed together and shall constitute one instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

14.4 **Notices.** All notices or other written communications hereunder shall be given in the manner set forth in the Loan Agreement.

14.5 **Modification.** No amendment, modification or cancellation of this Assignment or any part hereof shall be enforceable without Lender's prior written consent.

14.6 **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the state in which the Property is located.

14.7 **Successors and Assigns; Gender; Joint and Several Liability.** The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs,

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executors, administrators, successors and assigns, and all subsequent owners of the Property, and all subsequent holders of the Note and the Security Instrument, subject in all events to the provisions of the Security Instrument regarding transfers of the Property by Borrower. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case. If there is more than one (1) party constituting Borrower, all obligations of each Borrower hereunder shall be joint and several.

14.8 Expenses. Borrower shall pay on demand all costs and expenses incurred by Lender in connection with the review of Leases, including reasonable fees and expenses of Lender's outside counsel.

15. WAIVER OF JURY TRIAL. BORROWER AND LENDER, BY ITS ACCEPTANCE HEREOF, HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG BORROWER AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT, OR ANY RELATIONSHIP BETWEEN BORROWER AND LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE LOAN DESCRIBED HEREIN AND IN THE OTHER LOAN DOCUMENTS.

16. JURISDICTION AND VENUE. BORROWER HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY BORROWER AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS ASSIGNMENT SHALL BE LITIGATED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS OR, IF LENDER INITIATES SUCH ACTION, ANY COURT IN WHICH LENDER SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. BORROWER HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY LENDER IN ANY OF SUCH COURTS, AND HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO BORROWER AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO THE SECURITY INSTRUMENT. BORROWER WAIVES ANY CLAIM THAT COOK COUNTY, ILLINOIS OR THE NORTHERN DISTRICT OF ILLINOIS IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD BORROWER, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE MAILING THEREOF, BORROWER SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY LENDER AGAINST BORROWER AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR BORROWER SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY LENDER OF ANY JUDGMENT OBTAINED IN

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ANY OTHER FORUM OR THE TAKING BY LENDER OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND BORROWER HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

17. **LENDER'S RIGHTS.** Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that (i) Lender shall not exercise any of the rights and powers conferred upon it hereunder until the occurrence of an Event of Default; (ii) any rights granted by Borrower to Lender hereunder are subject to the rights of Borrower pursuant to the Master Lease; and (iii) Lender's rights hereunder do not extend to any of Borrower's rights pursuant to that certain Management Agreement executed by and between Borrower or its predecessors and Metra.

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SIGNATURE PAGE FOLLOWS]

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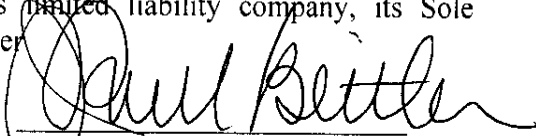
IN WITNESS WHEREOF, Borrower has caused this Assignment to be duly executed as of the day and year first above written.

BORROWER:

BEITLER MILLENNIUM STATION LLC,
an Illinois limited liability company

By: Beitler Properties LLC, an Illinois limited liability
company, its Sole Member

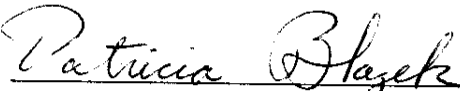
By: Beitler Real Estate Services LLC, an
Illinois limited liability company, its Sole
Member

By: 
Name: J. Paul Beitler
Its: Manager

STATE OF _____)
) SS.
COUNTY OF _____)

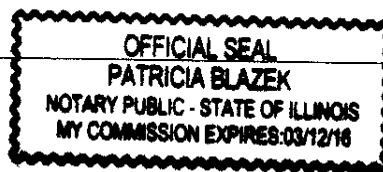
The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO
HEREBY CERTIFY that J. PAUL BEITLER, the Manager of Beitler Real Estate Services LLC,
an Illinois limited liability company, who is personally known to me to be the same person
whose name is subscribed to the foregoing instrument appeared before me this day in person and
acknowledged that he/she signed and delivered the said instrument as his/her own free and
voluntary act and as the free and voluntary act of said for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of December, 2012.



Notary Public

My Commission Expires:



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EXHIBIT A

LEGAL DESCRIPTION

THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1(H) OF THE CONDITIONS AND STIPULATIONS OF THE POLICY), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: THE COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY, A MUNICIPAL CORPORATION, AS LESSOR, AND BEITLER MILLENNIUM STATION LLC, AS LESSEE, DATED SEPTEMBER 1, 2005 WHICH MEMORANDUM OF LEASE WAS RECORDED AS DOCUMENT 0606710187. AND RE-RECORDED MAY 5, 2007 AS DOCUMENT NUMBER 0613510110, WHICH LEASE DEMISES THE LAND FOR A TERM OF YEARS BEGINNING OCTOBER 1, 2005 AND ENDING SEPTEMBER 30, 2025.

THE LAND:

THAT PART OF THE RANDOLPH STREET COMMUTER STATION LOCATED IN THE AIR RIGHTS UNDER THE SURFACE OF THE PLAT OF MID-AMERICA, A RESUBDIVISION OF THE PRUDENTIAL AND ILLINOIS CENTRAL SUBDIVISION OF PART OF THE SOUTH ½ OF FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LAND ADJACENT THERETO, AS SHOWN AND DESCRIBED ON THE PLAT OF SAID RESUBDIVISION RECORDED NOVEMBER 20, 1957 AS DOCUMENT 17069914, IN COOK COUNTY, ILLINOIS, AND FALLING IN THE PROPERTY DESCRIBED AS THE "PREMISES" DEPICTED ON EXHIBIT "A" OF THE AFOREMENTIONED LEASE AND DEPICTED ON THE EXHIBIT ATTACHED TO THE MEMORANDUM OF LEASE RECORDED AS DOCUMENT NUMBER 0606710187, AND RE-RECORDED MAY 15, 2006 AS DOCUMENT NUMBER 0613510110, THAT FALLS WITHIN THE PROPERTY DESCRIBED AS PARCEL A-A OF THE DEED DATED APRIL 30, 1987 AND RECORDED MAY 1, 1987 AS DOCUMENT 87233821 AND DEPICTED ON A PORTION OF "EXHIBIT A SECTION A SHEET A-1", AND ALSO THAT PART DESCRIBED IN THE DEED RECORDED MAY 13, 1993 AS DOCUMENT 93371155.

PINS: 17-10-500-013-0000

17-10-500-014-0000

17-10-500-033-0000

Address: Corner of Randolph St & Stetson Ave.
Chicago, Illinois