Prepared by and after recording, return to:

DLA Piper LLP (US) 203 North LaSalle Street Suite 1900 Chicago, Illinois 60601 Attn: Alison Mitchell



Doc#: 1507516025 Fee: \$104.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00 Karen A. Yarbrough Cook County Recorder of Deeds Date: 03/16/2015 12:13 PM Pg: 1 of 34

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# THIRD MODIFICATION OF LOAN AGREEMENT, NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS AND SPREADER AGREEMENT

THIS THIRD MODIFIC ATION OF LOAN AGREEMENT, NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS AND SPREADER AGREEMENT (this "Agreement") is made as of the 12th day of March, 2015, by and among 221 N. LASALLE, LLC, a Delaware limited liability company ("Borrower"), STELLING BAY CAPITAL PARTNERS I, LLC, a Delaware limited liability company ("Sterling Guarantor"), DRA G&I FUND VIII REAL ESTATE INVESTMENT TRUST, a Maryland business trust ("DRA Guarantor" and together with Sterling Guarantor, collectively, "Guarantor"), and ACRC LENDER W LLC, a Delaware limited liability company ("Lender").

#### **RECITALS**

- A. ACRC Lender LLC, a Delaware limited liability company ("Original Lender") made a loan to Borrower (the "Loan") in the original stated principal amount of Sixty-Nine Million Seven Hundred Thousand and 00/100 Dollars (\$69,700,000.02) pursuant to the terms and conditions of a Loan and Security Agreement dated as of September 22 2014 (the "Loan Agreement"). The Loan is evidenced by a Note dated September 22, 2014 (the "Note") executed by Borrower made payable to Original Lender in the original amount of the Loan.
- B. The Loan is secured by (i) a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Mortgage") dated as of September 22, 2014, executed by Borrower for the benefit of Original Lender and recorded on September 24, 2014, with the Cook County Recorder of Deeds as Document No. 1426744049, which Mortgage encumbers the real property legally described on <a href="Exhibit A">Exhibit A</a> attached thereto (the "Property"); (ii) an Amended and Restated Guaranty dated as of December 23, 2014, executed by Guarantor in favor of Lender (the "Guaranty"); (iii) a Guaranty of Completion dated as of December 23, 2014, executed by Guarantor in favor of Lender (the "Completion Guaranty"); (iv) an Environmental Indemnity Agreement dated December 23, 2014 executed by Borrower and Guarantor in favor of Lender ("Environmental Indemnity"); and (v) certain other loan documents (the Note, Mortgage, Guaranty, Completion Guaranty, Environmental Indemnity, Loan Agreement, First Amendment (as defined below), Second Amendment (as defined below) and the other documents evidencing

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securing and guarantying the Loan, in their original form and as amended from time to time, are sometimes collectively referred to herein as the "Loan Documents").

- C. Original Lender assigned all of its interest in the Loan and the Loan Documents to Lender.
  - D. Lender is the current holder of the Note and other Loan Documents.
- E. Lender, Borrower and Guarantor entered into that certain First Modification of Loan Agreement, Note, Mortgage and Other Loan Documents dated December 23, 2014 ("First Amendmer.t") and that certain Second Modification of Loan Agreement, Note, Mortgage and other Loan Documents and Spreader Agreement dated February 6, 2015 and recorded February 9, 2015 with the Cook County Recorder of Deeds as Document Number 1504019121 (the "Second Amen/ment").
- F. Borrower has requested that Lender disburse a portion of the Unit Purchase Holdback toward Approved Unit Purchase Expenses relating to its purchase of the Units legally described on <a href="Exhibit B">Exhibit B</a> attached hereto (the "New Borrower Units") and Lender has agreed to disburse such portion of the Unit Purchase Holdback subject to the terms and conditions herein provided.
- NOW, THEREFORE, in consideration of the Recitals set forth above, the agreements by Lender to modify the Loan Documents, as provided herein, the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Guarantor and Lender hereby agree as follows:
- 1. <u>Affirmation of Recitals</u>. The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. **Definitions**. Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to such terms in the Loan Agreement.
- 3. Outstanding Principal Balance. After the disbursement of the Unit Purchase Holdback referred to in the above Recitals and the disbursement of the Base Building Capital Holdback made on the date hereof, the outstanding principal balance of the Loan shall be \$47,540,000.40.

#### 4. **Modified Definitions**.

- (a) Section 1.1.3(a) of the Loan Agreement titled "Borrower Units" is hereby amended to include within the definition, the New Borrower Units (in addition to all other Units therein described).
- 5. Mortgage Spreader/Legal Description. The Mortgage is hereby spread to encumber, in addition to the Property therein described, the New Borrower Units. Accordingly, the legal description attached to each Loan Document (including, without limitation, Exhibit A to the Mortgage and Loan Agreement) is hereby (i) amended to include the New Borrower Units and (ii) replaced with the legal description attached to this Agreement as Exhibit A.

- 6. <u>Title Policy</u>. As a condition precedent to the agreements contained herein, Borrower shall, at Borrower's sole cost and expense, cause the Title Company to issue a date down endorsement to Lender's Title Policy as of the date this Agreement is recorded (a) reflecting the recording of this Agreement; (b) updating Schedule A to include the New Borrower Units; and (c) insuring the modification of the Loan pursuant to this Agreement and updating the effective date thereof, with no additional exceptions.
- 7. <u>Representations and Warranties of Borrower</u>. Borrower hereby represents, covenants and warrants to Lender as follows:
  - (a) The representations and warranties in the Loan Agreement, the Mortgage and ioc other Loan Documents are true and correct in all material respects as of the date hereof
  - (b) There is currently no Event of Default under the Note, the Loan Agreement, the Mortgage or the other Loan Documents and Borrower does not have knowledge of any event or circumstance which with the giving of notice or the passage of time, or both, would constitute an Event of Default under the Note, the Loan Agreement, the Mortgage or the other Loan Documents.
  - (c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, the Loan Documents continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms, subject to limitations imposed by bankruptcy, insolvency, other debtor relief laws and general principles of equity.
  - (d) There has been no material adverse change in the financial condition of Borrower, Guarantor or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statement received by Lender.
  - (e) As of the date hereof, Borrower has no claims, counterclaims, defenses or set-offs with respect to the Loan or the Loan Documents as modified herein.
  - organization and has the requisite power and authority to execute and icliver this Agreement and to perform the Loan Documents as modified herein. The execution and delivery of this Agreement by Borrower and the performance by Borrower of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of Borrower. This Agreement has been duly executed and delivered on behalf of Borrower.
- 8. Reaffirmation of Guarantor Documents. Guarantor hereby ratifies and affirms the Guaranty, Guaranty of Completion and the Environmental Indemnity (collectively, the "Guarantor Documents") and agrees that each of the Guarantor Documents is in full force and effect following the execution and delivery of this Agreement. To Guarantor's actual knowledge, the representations and warranties of Guarantor as contained in the Guarantor Documents are, as of the date hereof, true and correct and Guarantor does not have actual knowledge of any default

thereunder. Each of the Guarantor Documents continues to be the valid and binding obligations of Guarantor, enforceable in accordance with their respective terms modified as provided hereinabove, subject to limitations imposed by bankruptcy, insolvency, other debtor relief laws and principles of equity, and Guarantor has no claim or defense to the enforcement of the rights and remedies of Lender thereunder, except as specifically provided otherwise in the Guarantor Documents. The execution and delivery of this Agreement by Guarantor and the performance by Guarantor of its respective obligations under the Loan Documents have been duly authorized by all requisite action by or on behalf of Guarantor. This Agreement has been duly executed and delivered on behalf of Guarantor.

- 9. Loan Fees and Expenses. As a condition precedent to Lender's agreement to enter into the Agreement, Borrower hereby agrees to pay, promptly upon request therefor, all reasonable out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, title charges, recording fees, appraisal fees and reasonable attorney's fees and expenses.
- Release of Claims. Borrower, Guarantor and any other obligors, on behalf of 10. themselves and their respective successors and assigns (collectively and individually, "Borrower Parties"), hereby fully, finally and completely RELEASE AND FOREVER DISCHARGE Lender and its successors, assigns, affiliates, subsidiaries, parents, officers, shareholders, directors, employees, servicers, attorrevs agents and properties, past, present and future, and their respective heirs, successors and assigns (collectively and individually, "Lender Parties"), of and from any and all claims, controversies, disputes, liabilities, obligations, demands, damages, debts, liens, actions and causes of action of any and every nature whatsoever, known or unknown, whether at law, by statute or in equity, in contract or in tort, under state or federal jurisdiction, and whether or not the economic effects of such alleged matters arise or are discovered in the future, which Borrower Parties have 25 of the date of this Agreement or may claim to have against Lender Parties arising out of or with respect to any and all transactions relating to the Loan or the Loan Documents occurring on or before the date of this Agreement, including any loss, cost or damage of any kind or character easing out of or in any way connected with or in any way resulting from the acts, actions or omissions of Lender Parties occurring on or before the date of this Agreement. The foregoing release is intended to be, and is, a full, complete and general release in favor of Lender Parties with respect to all claims, demands, actions, causes of action and other matters described therein, including specifically, without limitation, any claims, demands or causes of action based upon allegations of breach of fiduciary duty, breach of any alleged duty of fair dealing in good faith, economic coercion, usury, or any other theory, cause of action, occurrence, matter or thing which might result in liability upon Lender Parties arising or occurring on or before the date of this Agreement. Borrower Parties understand and agree that the foregoing general release is in consideration for the agreements of Lender contained herein and that they will receive no further consideration for such release.

#### 11. Miscellaneous.

- (a) Intentionally deleted.
- (b) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of law principles.

- (c) This Agreement shall not be construed more strictly against Lender than against Borrower or Guarantor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower, Guarantor and Lender have contributed substantially to the preparation of this Agreement, and Borrower, Guarantor and Lender each acknowledge and waive any claim contesting the existence and adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represent that is has been advised by its respective counsel of the legal and practical effect of this Agreement and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the execution of duress upon it. The Borrower, Lender and Guarantor hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.
- (d) The execution of this Agreement by Lender shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower or Guarantor nor shall privity of contract be presumed to have been established with any third party.
- (e) Borrower, Guaranio: and Lender acknowledge that there are no other understandings, agreements or representations, either oral or written, express or implied, with respect to the Loan that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower, Guarantor and Lender with respect to the Loan; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.
- (f) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- Loan Documents, contained in any of the Loan Documents shall be deemed to refer to the Note, the Mortgage, the Loan Agreement and the other Loan Documents as amended hereby. This Agreement shall be deemed a "Loan Document" and accordingly, the definition of the term "Loan Documents" appearing in the Loan Documents is hereby amended to include, in addition to the documents already covered thereby, this Agreement. The paragraph and section heading used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.
- (h) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

- (i) Time is of the essence of each of Borrower's obligations under this Agreement.
- All of the Property shall remain in all respects subject to the lien, charge and encumbrance of the Mortgage and the other Loan Documents, and, nothing herein contained and nothing done pursuant hereto shall affect the lien, charge or encumbrance of the Mortgage or the priority thereof with respect to other liens, charges, encumbrances or conveyances, or release or affect the liability of any party or parties whomsoever who may now or hereafter be liable under or on account of the Loan Documents.
- If one or more of the provisions contained in this Agreement shall for any (k) reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other prevision of this Agreement, and this Agreement shall be construed as if such enfo.

  Ox Cook County Clark's Office invalid, illegal of unenforceable provision had never been contained herein or therein.

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### **UNOFFICIAL COP**

[Signature Page to Third Modification of Loan Agreement, Note, Mortgage and Other Loan Documents and Spreader Agreement]

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

#### **BORROWER:**

**221 N. LASALLE, LLC**, a Delaware limited liability

221 N. LaSalle Parent, LLC, its sole member

SBCP 221 N. LaSalle, LLC, a manager

By: Sterling Bay Capital Management, LLC, its manager

> By: Name: Andrew L. Gloor

Title: Manager

G&I VIII INVESTMENT 221 N. ASALLE LLC, a Delaware limited lisoility company, a manager

By: Name:	<del></del>
Its:	(C)
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### **UNOFFICIAL COP**

[Signature Page to Third Modification of Loan Agreement, Note, Mortgage and Other Loan Documents and Spreader Agreement]

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

#### **BORROWER**:

221 N. LASALLE, LLC, a Delaware limited liability company

221 N. LaSalle Parent, LLC, its sole member

SBCP 221 N. LaSalle, LLC, a manager

Sterling Bay Capital Management, By:

LLC, its manager

Name: Andrew L. Gloor

Title: Manager

G&I VIII INVESTMENT 221 N. LASALLE LLC, a Delaware limited

Diability company, a manager

ice President SOFFICE

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### **UNOFFICIAL COP**

[Signature Page to Third Modification of Loan Agreement, Note, Mortgage and Other Loan Documents and Spreader Agreement]

#### **GUARANTOR:**

#### STERLING BAY CAPITAL PARTNERS I, LLC, a

Delaware limited liability company

DOOP OF Sterling Bay Capital Management, LLC, a By: Delaware limited liability ampany, its Manager Name:

DRA G&I FUND VIII REAL ESTATE INVESTMENT **CF.UST**, a Maryland business trust

Ву	
Name:	
Its:	<i>()</i> .
	C/A/

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### **UNOFFICIAL COPY**

[Signature Page to Third Modification of Loan Agreement, Note, Mortgage and Other Loan Documents and Spreader Agreement]

#### **GUARANTOR:**

### STERLING BAY CAPITAL PARTNERS I, LLC, a

Delaware limited liability company

Sterling Bay Capital Management, LLC, a By:

By:	
Name:	
Its:	

Dir Clerk's Office Vice President Its:

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[Signature Page to Third Modification of Loan Agreement, Note, Mortgage and Other Loan Documents and Spreader Agreement]

LENDER:

ACRC LENDER W LLC, a Delaware limited liability company

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### BORROWER'S ACKNOWLEDGMENT

STATE OF ILLINDIS
COUNTY OF (OOL)
I,, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Andrew L. Gloor, personally known to me to be the Manager of Sterling Bry Capital Management, LLC, the manager of SBCP 221 N. LaSalle, LLC, a manager of 221 N. LaSalle Parent, LLC, the sole member of 221 N. LASALLE, LLC, a Delaware limited liability company, 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 to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said Marager and as his own free and voluntary act, for the uses and purposes set forth therein.
GIVEN under my hand and notarial seal this It day of MARCH, 2015.
Notary Public
My Commission expires Chica and Chicago Expines And Chicago
My Commission expires  OF TO A APP COMMISSION EXPIRES APPL OF ECOS  APPL OF TO A AP

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### **UNOFFICIAL COPY**

### BORROWER'S ACKNOWLEDGMENT

STATE OF NEW YORK
COUNTY OF KINGS
I, Superative Notary Public, in and for the County and State aforesaid DO HEREBY CERTIFY that Soft of G&I VIII INVESTMENT 221 N. LASALLE LLC, a Delaward limited liability company, a manager of 221 N. LaSalle Parent, LLC, the sole member of 221 N LASALLE, LLC, a Delaware limited liability company, personally known to me to be the same person whose parce is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said Manager and as his own free and voluntary act, for the uses and purposes set forth therein.
GIVEN under my hand and notarial seal this \( \frac{1}{2} \) day of \( \frac{\text{MICh}}{2} \), 2015.
Susan fattoruso
Notary Public
My Commission expires:
03/08/2019
SUSAN FATTORUSSO Notary Public, Shan of New York
My Commission expires:  OSOS 2019  SUSAN FATTORUSSO  Notary Poblo. State of New York  Notary Poblo. State of New York  Notary Poblo. State of New York  Commission Express in rote 6, 2019

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### **UNOFFICIAL COPY**

#### **GUARANTOR'S ACKNOWLEDGMENT**

STATE OF ILLIMOUS )
COUNTY OF OON )
I,, a Notary Public, in and for the County and State aforesaid DO HEREBY CERTIFY that ANDLEW GLOW, as MANAGE of Sterling Bay Capital Management, LLC, a Delaware limited liability company, the Manager of STERLING BAY CAPITAL PARTNERS I, LLC, a Delaware limited liability company 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 to me that he she, being thereunto duly anthorized, signed and delivered said instrument as the free and voluntary act of said
GIVEN under my hand and notarial seal this U day of MARCH, 2015.
Notary Public
My Commission expires:
My Commission expires:

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GUARANTOR'S ACKNOWLEDGMENT
STATE OF NOW YORK
COUNTY OF KINS ;
DO HEREBY CERTIFY that BY A Maryland business trust, 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 to me that he/she, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said William and as his/her own free and voluntary act, for the uses and purposes set forth therein.
GIVEN under my hand and notarial seal this day of, 2015.
Swan fattows Notary Public
My Commission expires:
03/08/2019
SECON FATTORUSSO Notary Purior. Successive Wew York No. Onleast 152 Quarticular March 8,
T'S OFFICE
C)

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### **UNOFFICIAL COPY**

#### **EXHIBIT A**

#### **LEGAL DESCRIPTION**

PARCEL 1B: (AIR RIGHTS LOTS):

LOT 3T\*, LOTS 4T\*, 4T1\*, LOTS 5T\*, 5T1\*, LOTS 6T\*, 6T1\*, LOTS 7T\*, 7T1\*, LOTS 8T\*, 8T1\*, LOTS 9T\*, 9T1\*, LOTS 10T\*, 10T1\*, LOTS 11T\*, 11T1\*, LOTS 12T\*, 12T1\*, LOTS 13T\*, 13T1\*, LOTS 14T\*, 14T1\*, LOTS 15T\*, 15T1\*, LOTS 16T\*, 16T1\*, LOTS 17T\*, 17T1\*, LOTS 18T\*, 18T1\*, LOTS 19T\*, 19T1\*, LOTS 20T\*, 20T1\*, LOTS 21T\*, 21T1\*, LOTS 22T\*, 22F1\*, LOTS 23T\*, 23T1\*, LOT 24T\*, LOT 25T\*, LOT 26T\*, LOT 27T\*, LOT 28T\*, LOT 29T\*, LOT 30T\*, LOT 31T\*, LOT 32T\*, LOT 33T\*, LOT 34T\*, LOT 35T\*, LOT 36T\*, LOT 37T\*, LOT 38T\*, LOT 39T\*, LOT 40T\*, LOT 41T\*, LOTS 42D\*, 42E\*, 42T\*, LOT 43T\*, IN THE LASALLE-WACKER SUBDIVISION, BEING A SUBDIVISION OF PART OF BLOCK 18 IN GRIGINAL TOWN OF CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PAPT OF LOT 4 TAKEN FOR WIDENING OF NORTH LASALLE STREET, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 4, 2008 AS DOCUMENT 0824816(18) AND LETTER OF CORRECTION RECORDED AUGUST 1, 2011 AS DOCUMENT 1121.345032, IN COOK COUNTY, ILLINOIS.

#### PARCEL 1D: (OFFICE LOTS):

LOTS 13H, 13J1, 13J2, 13J3, 16K1, 16K2, 16K3 AND 16K4, LOT B1D, LOTS 1D2, 1E, 1F, 1G, LOTS 2D, 2E1, 2E2, 2F1, 2F2, 2F3, 2G1, 2G2, 2G3, 2H1, 2H2, 2J, 2R1, 2R2, 2R3, 2R4, 2R5,LOTS 3D1, 3D2, 3E1, 3E2, 3E3, 3E4, 3F1, 3F2, 3F3, 3C, 3H, 3R1, 3R2, 3R3, 3R4, 3R5, LOTS 4D1, 4D2, 4E1, 4E2, 4E3, 4F1, 4F2, 4F3, 4F4, 4F5, 4G, 4R1, 4R2, LOTS 5D, 5E1, 5E2, 5E3, 5E4, 5F1, 5F2, 5F3, 5F4, 5F5, 5F6, 5F7, 5G1, 5G2, 5G3, 5H1, 5H2, 5H3, 5H4, 5R1, 5R2, 5R3, LOTS 6D, 6E, 6F, 6G, 6H1, 6H2, 6J1, 6J2, 6J3, 6K1, 6K2, 6<sup>1/3</sup>, 6L1, 6L2, 6M1, 6M2, 6N1, 6N2, 6N3, LOTS 7D, 7E, 7F, 7G, 7H1, 7H2, 7H3, 7J1, 7J2, 7K1, 7K2, 7L1, 7L2, 7R1, 7R2, LOTS 8D1, 8D2, 8D3, 8D4, 8E1, 8E2, 8F1, 8F2, 8F3, 8G1, 8G2, 8C5, 8H1, 8H2, 8K1, 8K3, 8R, LOTS 9D1, 9D2, 9E, 9F1, 9F2, 9G1, 9G2, 9G3, 9H1, 9H2, 9H3, 9L7, 9L2, 9K1, 9K2, 9L1, 9L2, 9L3, 9R1, 9R2, LOTS 10D, 10E, 10F, 10G, 10H1, 10H2, 10J1, 10J2, 10J3, 10K, 10L1, 10L2, 10M1, 10M2, 10N1, 10N2, 10N3, 10N4, 10R, LOTS 11D1, 11D2, 12E1, 11E2, 11F, 11G, 11H1, 11H2, 11H3, 11J, 11K1, 11K2, 11K3, 11L1, 11L2, 11L3, 11M, 11R, LOTS 12D, 12E, 12F, 12G1, 12G2, 12G3, 12H1, 12H2, 12J1, 12J2, 12J3, 12K1, 12K2, 12M1, 12M2, LOTS 13D, 13E, 13F, 13G1, 13G2, 13G3, 13K1, 13K2, 13K3, 13K4, LOTS 14D, 14E, 14F, 14G1, 14G2, 14H1, 14H2, 14J1, 14J2, 14J3, 14K1, 14K2, 14K3, 14K4, 14L1, 14L2, 14M, 14R1, LOTS 15F1, 15F2, 15G1, 15G2, 15H1, 15H2, 15J1, 15J2, 15J3, 15K1, 15K2, 15L1, 15L2, 15L3, 15R1, 15R2, LOTS 16D1, 16D2, 16E1, 16E2, 16E3, 16E4, 16E5, 16F1, 16F2, 16G1, 16G2, 16H1, 16H2, 16J1, 16J2, 16R, LOTS 17D1, 17D2, 17E1, 17E2, 17E3, 17F1, 17F2, 17G1, 17G2, 17H1, 17H2, 17H3, 17H4, 17H5, 17J1, 17J2, 17K1, 17K2, LOTS 18D1, 18D2, 18D3, 18E1, 18E2, 18F1, 18F2, 18F3, 18G1, 18G2, 18H1, 18H2, 18H3, 18J, 18K1, 18K2, 18R, LOTS 19D1, 19D2, 19D3, 19E1, 19E2, 19F1, 19F2, 19G, 19H1, 19H2, 19J1, 19J2, 19J3, 19J4, 19L, LOTS 20D, 20E1, 20E2, 20F, 20G, 20H, 20J, 20K1, 20K2, 20L, 20M1, 20M2, 20M3, 20M4, 20N1, 20N2, 20N3, 20P, LOTS 21D1, 21D2, 21E, 21F1, 21F2, 21G1, 21G2, 21G3, 21G4, 21G5,

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21H1, 21H2, 21H3, 21H4, 21K1, 21K2, LOTS 22D1, 22D2, 22D3, 22E1, 22E2, 22E3, 22F1, 22F2, 22F3, 22F4, 22F5, 22F6, 22F7, 22F8, 22F9, 22R1, LOTS 23D, 23E, 23F1, 23F2, 23F3, 23F4, 23F5, 23F6, 23G1, 23G2, 23G3, 23H1, 23H2, 23R1, 23R2, 23R3, LOTS 24D1, 24D2, 24E1, 24E2, 24E3, 24E4, 24F1, 24F2, 24F3, 24F4, 24F5, 24R1, LOTS 26D1, 26D2, 26E1, 26E2, 26R1, 26R2, LOTS 28D1, 28D2, 28E1, 28E2, 28R1, 28R2, LOTS 29D1, 29D2, 29E, 29F1, 29F2, 29R1, 29R2, LOTS 30D1, 30D2, 30E1, 30E2, 30R1, 30R2, LOTS 32D1, 32D2, 32E1, 32E2, 32R1, 32R2, LOTS 33D1, 33D2, 33E, 33F, 33G, 33R, LOTS 34D1, 34D2, 34E1, 34E2, 34R1, 34R2, LOTS 35D1, 35D2, 35E1, 35E2, 35R1, 35R2, LOTS 36D1, 36D2, 36E1, 36E2, 36R1, 36R2, LOTS 37D1, 37D2, 37E1, 37E2, 37R1, 37R2, LOTS 39D, 39E, 39R1, LOT 40D, LOT 41D, IN THE LASALLE-WACKER SUBDIVISION, BEING A SUBDIVISION OF PART OF BLOCK 18 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 9, FOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, FACEPT THAT PART OF LOT 4 TAKEN FOR WIDENING OF NORTH LASALLE STREET, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 4, 2008 AS DOCUMENT 0824816018 AND LETTER OF CORRECTION RECORDED AUGUST 1, 2011 AS DOCUMENT 1121345032, IN COOK COUNTY, ILLINOIS.

PARCEL 1E: (FLEX LOTS).

LOTS B2C3, B2C4, AND 1C1 IN THE LASALLE-WACKER SUBDIVISION, BEING A SUBDIVISION OF PART OF BLOCK 18 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF LOT 4 TAKEN FOR WIDENING OF NORTH LASALLE STREET, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 4, 2008 AS DOCUMENT 0824816018 AND LETTER OF CORRECTION RECORDED AUGUST 1, 2011 AS DOCUMENT 1121345032, IN COOK COUNTY, ILLINOIS.

PARCEL 1F: (STORAGE LOTS):

LOTS B2ST7, B2ST8, B2ST9, B2ST10A, B2ST10B, B2ST11, B2ST12, B2ST13, B2ST14A, B2ST14B, B2ST14C, B2ST14D, B2ST15, B2ST16A, B2ST16B, B2ST17, B2ST18, B2ST19, B2ST20, B2ST21, B2ST25, B2ST26, B2ST28A, B2ST28B, B2ST31, LOT B1ST, LOT 13ST1, LOT 15ST, LOTS 17ST1, 17ST2, LOT 23ST IN THE LASALLE-WACKER SUBDIVISION, BEING A SUBDIVISION OF PART OF BLOCK 18 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF LOT 4 TAKEN FOR WIDENING OF NORTH LASALLE STREET, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 4, 2008 AS DOCUMENT 0824816018 AND LETTER OF CORRECTION RECORDED AUGUST 1, 2011 AS DOCUMENT 1121345032, IN COOK COUNTY, ILLINOIS.

#### PARCEL 1G:

LOT(S) 1N1, 1N2, 1N3, 1P1, 1P2, 1P3, 1L, 1M, 1D1, 1H, 1J AND 1K IN THE LASALLE-WACKER SUBDIVISION RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS ON SEPTEMBER 4, 2008 AS DOCUMENT NUMBER 0824816018 AND LETTER OF CORRECTION RECORDED AUGUST 1, 2011 AS DOCUMENT 1121345032, BEING A

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### **UNOFFICIAL COPY**

SUBDIVISION OF PART OF LOTS 3 AND 4 IN BLOCK 18 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF LOT 4 TAKEN FOR THE WIDENING OF NORTH LASALLE STREET, IN COOK COUNTY, ILLINOIS.

\* DESIGNATES AN AIR RIGHTS LOT OR SUBTERRANEAN LOT

#### PARCEL 2A:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1A THROUGH 1G, BOTH INCLUSIVE, AS CREATED BY DECLARATION OF COVENANTS, RESTRICTION'S AND EASEMENTS FOR THE LASALLE WACKER DATED AUGUST 11, 2008 AND RECOKDED SEPTEMBER 4, 2008 AS DOCUMENT 0824816018, AS MODIFIED FROM TIME TO TIME OVER THE COMMON PROPERTIES IN THE LASALLE WACKER SUBDIVISION ALSO PECORDED SEPTEMBER 4, 2008 AS DOCUMENT 0824816018, AS DEFINED IN SAID DECLARATION.

#### PARCEL 2B:

EASEMENT FOR THE BENEFIT OF PARCELS 1A THROUGH 1G, BOTH INCLUSIVE, TO MAINTAIN ANY PORTION OF THE BUILDING LOCATED ON LAND IN THE LASALLE WACKER SUBDIVISION 0824816018, WHICH ENCROACHES UPON THE PROPERTY EAST OF AND ADJOINING, INCLUDING THE EAST FOUNDATION WALL AS SET FORTH IN EASEMENT AGREEMENT DATED AS OF OCTOBER 23, 2006 AND RECORDED OCTOBER 23, 2006 AS DOCUMENT 0629839027 AND RE-RECORDED OCTOBER 23, 2006 AS DOCUMENT 0629631087, MADE BY AND BETWEEN LASALLE WACKER BUILDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND 111 WEST WACKER ASSOCIATES, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY.

#### PARCEL 2C:

EASEMENT FOR THE BENEFIT OF THE LAND IN THE LASALLE WACKER SUBDIVISION 0824816018 FOR LIGHT, AIR AND VIEW AS SET FORTH IN AGREEMENT OF ADJACENT PROPERTY OWNERS REGARDING SETZACKS AND EASEMENTS FOR LIGHT, AIR AND VIEW MADE BY AND BETWEEN LASALLE WACKER BUILDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND 111 WEST WACKER ASSOCIATES, LLC, DATED OCTOBER 19, 2006 AND RECORDED OCTOBER 23, 2006 AS DOCUMENT 0629639026.

Common Address: 221 North LaSalle Street, Chicago, Illinois

Pin Numbers: Pin numbers follow on next page.

Parcel:	Tax Identification Numbers:
Lots B2C3, B2C4 in Parcel 1E and other property	17-09-419-009-0000
Parcel 1B	17-09-419-010-0000
Lot B2ST7	17-09-419-012-0000
Lot B2ST8	17-09-419-013-0000
Lot B2ST9	17-09-419-014-0000
Lot B2ST10A	17-09-419-015-0000
Lot B2ST10B	17-09-419-016-0000
Lot B2ST11	17-09-419-017-0000
Lot 628 F12	17-09-419-018-0000
Lot B25T43	17-09-419-019-0000
Lot B2ST 10A	17-09-419-020-0000
Lot B2ST14B	17-09-419-021-0000
Lot B2ST14C	17-09-419-022-0000
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Lot 731 17-09-4 Lot 732 17-09-4 Lot 7K1 17-09-4 Lot 7K2 17-09-4 Lot 7L1 17-09-4 Lot 7R1 17-09-4 Lot 7R2 17-09-4 Lot 8D2 17-09-4 Lot 8D2 17-09-4 Lot 8B2 17-09-4 Lot 8B3 17-09-	19-157-0000
Lot 7/12  Lot 7/K1  Lot 7/K2  Lot 7/K2  Lot 7/L1  Lot 7/L2  Lot 7/R1  Lot 7/R2  Lot 7/R2  Lot 8/R2  Lot 8/R2  Lot 8/R3	
Lot 7K1 17-09-4 Lot 7K2 17-09-4 Lot 7L1 17-09-4 Lot 7L2 17-09-4 Lot 7R1 17-09-4 Lot 8D2 17-09-4 Lot 8D2 17-09-4 Lot 8B4 17-09-4 Lot 8E1 17-09-4 Lot 8E2 17-09-4 Lot 8F2 17-09-4 Lot 8F3 17-09-4 Lot 8G3 17-09-4 Lot 8G3 17-09-4 Lot 8G3 17-09-4 Lot 8H1 17-09-4 Lot 8H2 17-09-4 Lot 8H2 17-09-4 Lot 8G9 17-09-4 Lot 8G9 17-09-4 Lot 8G9 17-09-4 Lot 8G9 17-09-4 Lot 8H1 17-09-4 Lot 8H2 17-09-	19-158-0000
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Lot 7L1 17-09-4 Lot 7L2 17-09-4 Lot 7R1 17-09-4 Lot 5Q1 17-09-4 Lot 8D2 17-09-4 Lot 8D3 17-09-4 Lot 8B4 17-09-4 Lot 8E1 17-09-4 Lot 8E2 17-09-4 Lot 8F2 17-09-4 Lot 8F3 17-09-4 Lot 8G2 17-09-4 Lot 8G3 17-09-4 Lot 8H2 17-09-	19-160-0000
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Lot 14M 17-09-419-299-0000 Lot 14R1 17-09-419-300-0000 Lot 15F1 17-09-419-303-0000 Lot 15F2 17-09-419-305-0000 Lot 15G1 17-09-419-305-0000 Lot 15G1 17-09-419-305-0000 Lot 15G1 17-09-419-306-0000 Lot 15H1 17-09-419-310-0000 Lot 15H1 17-09-419-310-0000 Lot 15H1 17-09-419-310-0000 Lot 15H2 17-09-419-312-0000 Lot 15K1 17-09-419-312-0000 Lot 15K2 17-09-419-312-0000 Lot 15L3 17-09-419-315-0000 Lot 15L3 17-09-419-315-0000 Lot 15R1 17-09-419-316-0000 Lot 15R2 17-09-419-318-0000 Lot 15R2 17-09-419-318-0000 Lot 15R2 17-09-419-318-0000 Lot 15G1 17-09-419-320-0000 Lot 16E1 17-09-419-320-0000 Lot 16E2 17-09-419-320-0000 Lot 16E3 17-09-419-320-0000 Lot 16E4 17-09-419-320-0000 Lot 16E5 17-09-419-320-0000 Lot 16E6 17-09-419-320-0000 Lot 16E7 17-09-419-320-0000 Lot 16E8 17-09-419-320-0000 Lot 16E9 17-09-419-320-0000 Lot 16E9 17-09-419-320-0000 Lot 16E1 17-09-419-320-0000 Lot 16E2 17-09-419-320-0000 Lot 16E3 17-09-419-320-0000 Lot 16E4 17-09-419-320-0000 Lot 16E5 17-09-419-320-0000 Lot 16E1 17-09-419-330-0000 Lot 16E2 17-09-419-330-0000 Lot	Lot 14L1	17-09-419-297-0000
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Lot 1P1	17-09-419-061-0000
Lot 1P2	17-09-419-062-0000
Lot 1P3	17-09-419-063-0000

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### **UNOFFICIAL COPY**

Pin Nos: 17-09-419-043-0000

17-09-419-049-0000 17-09-419-050-0000 17-09-419-051-0000 17-09-419-052-0000 17-09-419-271-0000 17-09-419-272-0000 17-09-419-273-0000 17-09-419-274-0000

17-09-419-335-0000 17-09-419-336-0000

7-07-09-419-07-000+ COUNTY CIENTS OFFICE 17-09-419-337-0000

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### **UNOFFICIAL COPY**

#### EXHIBIT B

#### **NEW BORROWER UNITS**

#### PARCEL 1D:

LOTS 13H, 13J1, 13J2, 13J3, 16K1, 16K2, 16K3 AND 16K4 IN THE LASALLE-WACKER SUBDIVISION, BEING A SUBDIVISION OF PART OF BLOCK 18 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF LOT 4 TAKEN FOR WIDENING OF NORTH LASALLE STREET, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 4, 2008 AS DOCUMENT 0824816018, AS AMENDED BY LETTER OF CORRECTION RECORDED AUGUST 1, 2011 AS DOCUMENT 1121 645032, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2A:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1, AS CREATED BY DECLARATION OF COVENANTS RESTRICTIONS AND EASEMENTS FOR THE LASALLE WACKER DATED AUGUST 11, 2008 AND RECORDED SEPTEMBER 4, 2008 AS DOCUMENT 0824816018, AS MODIFIED FROM TIME TO TIME, OVER THE COMMON PROPERTIES IN THE LASALLE WACKER SUBDIVISION ALSO RECORDED SEPTEMBER 4, 2008 AS DOCUMENT 0824816018, AS DEFINED IN SAID DECLARATION.

#### PARCEL 2B:

EASEMENT FOR THE BENEFIT OF PARCEL 1 TO MAIN FAIN ANY PORTION OF THE BUILDING LOCATED ON LAND IN THE LASALLE WACKER SUBDIVISION 0824816018, WHICH ENCROACHES UPON THE PROPERTY EAST OF AND ADJOINING, INCLUDING THE EAST FOUNDATION WALL AS SET FORTH IN EASEMENT AGREEMENT DATED AS OF OCTOBER 23, 2006 AND RECORDED OCTOBER 23, 2006 AS DOCUMENT 0629839027 AND RE-RECORDED OCTOBER 23, 2006 AS DOCUMENT 0629631087, MADE BY AND BETWEEN LASALLE WACKER BUILDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND 111 WEST WACKER ASSOCIATES, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY.

#### PARCEL 2C:

EASEMENT FOR THE BENEFIT OF THE LAND IN THE LASALLE WACKER SUBDIVISION 0824816018 FOR LIGHT, AIR AND VIEW AS SET FORTH IN AGREEMENT OF ADJACENT PROPERTY OWNERS REGARDING SETBACKS AND EASEMENTS FOR LIGHT, AIR AND VIEW MADE BY AND BETWEEN LASALLE WACKER BUILDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND 111 WEST WACKER ASSOCIATES, LLC, DATED OCTOBER 19, 2006 AND RECORDED OCTOBER 23, 2006 AS DOCUMENT 0629639026.

Exhibit B-1

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### **UNOFFICIAL COPY**

Common Address: 221 North LaSalle Street, Chicago, Illinois

Parcel LOT 13H LOT 13J1 LOT 13J2	<u>Tax Identification Number</u> 17-09-419-271-0000 17-09-419-272-0000 17-09-419-273-0000
LOT 13J3	17-09-419-274-0000
LOT 16K1	17-09-419-335-0000
LOT 16K2 LOT 16K3	17-09-419-336-0000
LOT 16K4	17-09-419-337-0000
LOT TOKE	17-09-419-338-0000
	17-09-419-336-0000 17-09-419-338-0000 7-09-419-338-0000