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Doc#: 1515304061 Fee: \$70.00
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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/02/2015 02:10 PM Pg: 1 of 17

THIS DOCUMENT PREPARED BY,
AND AFTER RECORDING,
RETURN TO:

Sutton, Pakfar & Courtney LLP
450 N. Roxbury Drive, Suite 700
Beverly Hills, California 90210
Attn: Nader Pakfar

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (hereinafter referred to as the "Agreement") is dated as of May 29, 2015 by and among Starwood Property Mortgage, L.L.C., a Delaware limited liability company (hereinafter referred to as "Mortgagee"), CBC Restaurant Corp., a Delaware corporation, as successor in interest to Maggiano's/Corner Bakery, Inc., an Illinois corporation (hereinafter referred to as "Tenant"), and AG-OCG 360 North Michigan Retail Owner, L.L.C., a Delaware limited liability company (hereinafter referred to as "Landlord").

WITNESSETH:

WHEREAS, Mortgagee has made or intends to make a loan to Landlord (the "Loan") which Loan which will be secured by that certain Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Mortgage"), encumbering certain real property described in Exhibit A attached hereto and made a part hereof (hereinafter called the "Mortgaged Property");

WHEREAS, by written Lease Agreement dated May 4, 2000 (as the same may be further amended, restated, supplemented, or otherwise modified from time to time, the "Lease") Tenant has leased a portion of the Mortgaged Property as more fully described in the Lease (the

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"Premises") for an initial term commencing on the "Commencement Date" and ending on the "Termination Date" (as such terms are defined in the Lease), subject to being shortened or extended on terms and conditions specified in the Lease; and

WHEREAS, Tenant has agreed to acknowledge the subordination of the Lease to the lien of the Mortgage and Mortgagee has agreed to grant non-disturbance to Tenant under the Lease.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid by each party to the other, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Provided Tenant is not in default under the Lease after any applicable notice and cure period, (a) the rights of Tenant under the Lease and Tenant's possession shall not be affected or disturbed by Mortgagee in the exercise of any of its rights under the Mortgage or any future modification, amendment, renewal or alteration of the Mortgage, or any note secured thereby, (b) any sale of the Mortgaged Property pursuant to the exercise of any rights and remedies under the Mortgage or otherwise shall be made subject to Tenant's right of possession under the Lease, and (c) Mortgagee shall not join Tenant in any foreclosure or summary proceedings.

2. Tenant shall attorn to Mortgagee, any receiver or any other person or entity which acquires title to the Mortgaged Property pursuant to any remedy set forth in the Mortgage or by deed in lieu of foreclosure (any such person or entity being hereinafter referred to as a "Successor Landlord"), and the lease shall continue in accordance with its terms between Tenant and Mortgagee or such Successor Landlord, except as modified by this Agreement.

3. (a) Neither Mortgagee nor any Successor Landlord shall be (i) liable for any act or omission of any prior landlord (including Landlord), (ii) liable for the return of any security deposit not actually received by Successor Landlord, (iii) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord), (iv) bound by any advance payment of rent or additional rent made by Tenant to Landlord except for rent or additional rent applicable to the then current month, (v) bound by any amendment or modification of the Lease made without the written consent of Mortgagee, such consent not to be unreasonably withheld, or (vi) bound to effect or pay for any construction for Tenant's occupancy.

(b) Tenant agrees that it will not, without the prior consent of Mortgagee, do any of the following, and any such purported action without such consent shall be void as against Mortgagee and any Successor Landlord: (i) modify or amend the Lease, notwithstanding the foregoing, a Permitted Assignment or transfer under the Lease shall not require Mortgagee's consent, (ii) terminate the Lease unless pursuant to the Lease itself, (iii) enter into any extensions or renewals of the lease in such a way as to reduce the rent, accelerate rent payments, shorten the term of the Lease, or change any renewal option, or (iv) tender or accept a surrender of the Lease or make a prepayment in excess of one month of rent thereunder.

4. The Lease and the rights of Tenant thereunder shall be subject and subordinate to the lien of the Mortgage and to all of the terms, conditions and provisions thereof, to all advances

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made or to be made thereunder, and to all renewals, extensions, modifications and replacements thereof, including any increases therein or supplements thereto.

5. The foregoing provisions shall be self-operative. However, Tenant agrees to execute and deliver to Mortgagee or to any person to whom Tenant herein agrees to attorn, such other instrument as either shall reasonably request in order to effectuate said provisions.

6. Tenant certifies to the best of its knowledge that there are no known defaults on the part of Landlord, that the Lease is a complete statement of the agreement of the parties thereto with respect to the letting of the Premises, that the Lease is in full force and effect and that all conditions to the effectiveness and continuing effectiveness thereof required to be satisfied at the date hereof have been satisfied with the exception of the following:

Due to the ongoing construction project at the Building, Tenant's rights to use the Outdoor Seating Areas, and docks and parking area on Lower Wacker, may be adversely affected. While Landlord and Tenant are currently in negotiations to address these issues, Tenant reserves the right to send to Landlord notices of default if the parties are unable to resolve these issues resulting in actual defaults by Landlord under the Lease, in which case Tenant reserves all rights and remedies it may have under the Lease.

In addition, Property Works, the company who handles our Lease Administration function, has notified us that they are still working on reconciliations from 2013 and 2014, therefore we reserve the right to a complete audit of the accounting of the common areas.

7. Tenant shall notify Mortgagee at the aforesaid address, by registered or certified mail, return receipt requested, of any default of Landlord which would entitle Tenant to cancel the Lease or abate the rent payable thereunder or exercise any rights of "self-help", and agrees that, notwithstanding any provision of the Lease to the contrary, no notice of cancellation thereof nor any abatement shall be effective and no right of "self-help" shall be exercised unless Mortgagee has received the aforesaid notice and has failed within the period provided in the Lease for Landlord to cure such default plus an additional thirty (30) days to cure Landlord's default or, if the default cannot be cured within such period, has failed, within such period to commence and to thereafter diligently prosecute the cure of Landlord's default which gave rise to such right of cancellation, abatement or "self-help". Notwithstanding the foregoing, Mortgagee may, but shall not be obligated to, so cure Landlord's default.

8. Tenant and Landlord agree and acknowledge that notice from Mortgagee to Tenant shall have the same effect under the Lease as notice to Tenant from Landlord thereunder and Tenant agrees to be bound by such notice notwithstanding the existence or nonexistence of a default under the Mortgage or any dispute with respect thereto between Mortgagee and the mortgagor under the Mortgage.

9. In the event that a default occurs under the terms of the Mortgage, Tenant agrees, upon written notification from Mortgagee of said default made to Tenant, to pay all rents then due or to become due directly to Mortgagee (which notice Mortgagee agrees shall only be given

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in accordance with the terms of the Mortgage) or until further notice is received from Mortgagee. Landlord agrees that any such payment to Mortgagee shall satisfy pro tanto the obligations of Tenant under the Lease. Tenant shall continue to look to Landlord for the performance of Landlord's obligations under the Lease.

10. Any notice required or desired to be given hereunder shall be in writing and shall be sent by certified or registered mail, return receipt requested, addressed as follows:

If to Mortgagee: Starwood Property Mortgage, L.L.C.
c/o Starwood Property Trust, Inc.
591 W. Putnam Avenue
Greenwich, Connecticut 06830
Attention: General Counsel
Email: asossen@starwood.com

with a copy to: Starwood Property Trust, Inc.
1601 Washington Avenue
Miami Beach, Florida 33139
Attention: Asset Management
Email: jdiamond@starwood.com

with a copy to: Latham & Watkins LLP
355 S. Grand Avenue
Los Angeles, California 90071-1560
Attention: Scott McPhee
Email: scott.mcphee@lw.com

If to Tenant: CBC Restaurant Corp.
12700 Park Central Drive, Suite 1300
Dallas, TX 75251
Attn: Chief Legal Officer
#160 Michigan and Wacker

If to Landlord: c/o Angelo, Gordon & Co., L.P.
245 Park Avenue, 26th Floor
New York, New York 10167
Attention: Ryan Klenovich
Email: rklenovich@angelogordon.com

c/o Angelo, Gordon & Co., L.P.
245 Park Avenue, 26th Floor
New York, New York 10167
Attention: Adam R. Schwartz
Email: aschwartz@angelogordon.com

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c/o Oxford Capital Group, LLC
350 West Hubbard, Suite 440
Chicago, Illinois 60654
Attention: John W. Rutledge
Email: jwr@oxford-capital.com

With a copy to: Sutton, Pakfar & Courtney LLP
450 N. Roxbury Drive, Suite 700
Beverly Hills, CA 90210
Attn: Nader Pakfar, Esq.
Email: npakfar@spcllp.com

11. Anything herein or in the Lease to the contrary notwithstanding, in the event that Successor Landlord shall acquire title to the Mortgaged Property, Successor Landlord shall have no obligation, nor incur any liability, beyond its then interest, if any, in the Mortgaged Property and Tenant shall look exclusively to such interest, if any, of Successor Landlord in the Mortgaged Property for the payment and discharge of all obligations and liabilities imposed upon Mortgagee hereunder or under the Lease, and Successor landlord is hereby released and relieved of any and all other obligations and liabilities hereunder and under the Lease in excess of Successor Landlord's interest in the Mortgaged Property. Tenant agrees that, with respect to any money judgment which may be obtained or secured by Tenant against Successor Landlord, Tenant shall look solely to the estate or interest owned by Successor Landlord in the Mortgaged Property, and Tenant will not collect or attempt to collect any such judgment out of any other assets of Successor Landlord.

12. This Agreement shall inure to the benefit of and be binding upon Tenant and any successor or assignee of Tenant which pursuant to the provisions of the Lease is entitled to succeed to Tenant's interest therein. This Agreement shall inure to the benefit of and be binding upon Mortgagee and its successors and assigns, including any purchaser of the Mortgaged Property at a foreclosure sale and the Landlord and its successors and assigns.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

MORTGAGEE:

STARWOOD PROPERTY MORTGAGE, L.L.C.,
a Delaware limited liability company

By: 

Name: ANDREW J. EOSSEN

Title: COO

Property of Cook County Clerk's Office

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STATE OF NEW YORK)

) ss. Greenwich

COUNTY OF NEW YORK)

On this 11th day of May, before me, the undersigned, a notary public in and for said state, personally appeared Andrew S. Sca personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individuals acted, executed the instrument

[Signature]
Notary Public

My Commission Expires:

VERNICE BRIGGS
NOTARY PUBLIC
State of Connecticut
My Commission Expires
October 31, 2017

[SIGNATURE PAGES CONTINUE]

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Property of Cook County Clerk's Office

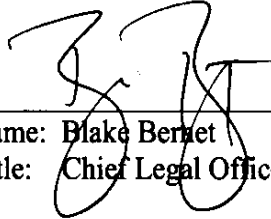
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TENANT:

CBC Restaurant Corp.
a Delaware corporation

By: _____

Name: Blake Bernier
Title: Chief Legal Officer



Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____**

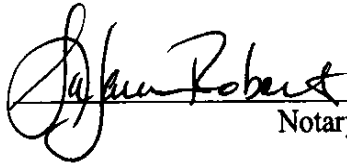
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STATE OF TEXAS)

) SS:

COUNTY OF DALLAS)

On the 17th day of May in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Blake Bernet, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public



[SIGNATURE PAGES CONTINUE]

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LANDLORD:

AG-OCG 360 NORTH MICHIGAN, L.L.C., a Delaware limited liability company

By: AG-OCG 360 North Michigan Parent, L.L.C., a Delaware limited liability company

By: AG Real Estate Manager, Inc., a Delaware Corporation, its manager

By: 
Name: Ryan Klenovich
Title: Vice President

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STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

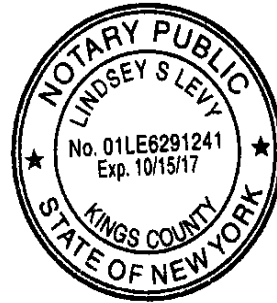
On this 12th day of May, before me, the undersigned, a notary public in and for said state, personally appeared Ryan Klenovick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individuals acted, executed the instrument

L. Levy

Notary Public

My Commission Expires:

10/15/17



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EXHIBIT A

Mortgaged Property

RETAIL PARCEL 1:

THAT PART OF LOTS 1 THRU 4, INCLUSIVE, 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, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.55 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 18.47 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT, BEING ALSO THE INTERSECTION OF THE SOUTHEASTERLY LINE OF EAST WACKER DRIVE WITH THE NORTHWESTERLY LINE OF THE NORTHEASTERLY HALF OF SAID LOT 4; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF SAID TRACT, 63.94 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 54 DEGREES 39 MINUTES 39 SECONDS EAST 32.69 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST 34.20 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST 7.94 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST 7.95 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST 40.60 FEET TO THE NORTHWESTERLY LINE OF SAID TRACT; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, ALONG SAID NORTHWESTERLY LINE, 43.60 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 2:

THAT PART OF LOTS 1 THRU 4, INCLUSIVE, 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, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.55 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 18.47 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT, BEING ALSO THE INTERSECTION OF THE SOUTHEASTERLY LINE OF EAST WACKER DRIVE WITH THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY HALF OF SAID LOT 4; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF SAID TRACT, 115.84 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST 32.26 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, 16.05 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST, 6.66 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, 53.88 FEET TO THE NORTHEASTERLY LINE OF SAID TRACT; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE, THE FOLLOWING COURSES AND DISTANCES; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST, 15.58 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 4.83 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST 23.34 FEET TO THE NORTHWESTERLY LINE OF SAID TRACT; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, ALONG SAID NORTHWESTERLY LINE, 65.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 3:

THAT PART OF LOTS 1 THRU 4, INCLUSIVE, 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

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PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 48.06 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.55 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT, BEING ALSO THE INTERSECTION OF THE SOUTHEASTERLY LINE OF EAST WACKER DRIVE WITH THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY HALF OF SAID LOT 4; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF SAID TRACT, 63.94 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 54 DEGREES 39 MINUTES 39 SECONDS EAST, 32.69 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, 34.20 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST, 7.94 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, 15.46 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST, 13.70 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 5.91 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST, 18.14 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 30.64 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST, 10.64 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 11.82 FEET; THENCE SOUTH 54 DEGREES 39 MINUTES 39 SECONDS EAST, 38.71 FEET TO THE SOUTHEASTERLY LINE OF SAID TRACT; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, ALONG SAID SOUTHEASTERLY LINE, 35.53 FEET; THENCE NORTH 88 DEGREES 56 MINUTES 15 SECONDS WEST, 1.51 FEET; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, 48.26 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 15 SECONDS EAST, 1.51 FEET TO THE EAST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, ALONG SAID EAST LINE, 10.34 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 1.08 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST, 7.57 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, 9.37 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 15 SECONDS EAST, 1.51 FEET TO THE EAST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, ALONG SAID EAST LINE, 31.76 FEET TO THE NORTHEASTERLY LINE OF SAID TRACT; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE, THE FOLLOWING COURSES AND DISTANCES; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST, 15.58 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 4.83 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST, 23.31 FEET TO THE NORTHWESTERLY LINE OF SAID TRACT; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, ALONG SAID NORTHWESTERLY LINE, 117.00 FEET; TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 4:

THAT PART OF LOTS 1 THRU 4, INCLUSIVE, 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, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 48.06 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 31.97 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID TRACT WITH THE SOUTHEASTERLY LINE THEREOF; THENCE NORTH 88 DEGREES 56 MINUTES 15 SECONDS WEST, 1.51 FEET; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, 48.26 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 15 SECONDS EAST, 1.51 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREES 55 MINUTES 45 SECONDS WEST, ALONG SAID EAST LINE, 48.27 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 5:

THAT PART OF LOTS 1, 2, 5, 6 AND 9 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO

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IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 48.06 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 31.97 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT, BEING ALSO THE SOUTHEAST CORNER OF LOT 9 AFORESAID; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF SAID TRACT, 48.40 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 56.00 FEET TO THE WEST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREES 55 MINUTES 45 SECONDS WEST, ALONG SAID WEST LINE, 48.27 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 88 DEGREES 56 MINUTES 15 SECONDS EAST, ALONG SAID SOUTH LINE, 56.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 6:

THAT PART OF 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, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 48.06 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.55 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT, BEING ALSO THE SOUTHEAST CORNER OF LOT 9 AFORESAID; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF SAID TRACT, 43.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, ALONG SAID EAST LINE, 43.61 FEET TO THE NORTHERLY LINE THEREOF; THENCE WESTERLY ALONG SAID NORTHERLY LINE, THE FOLLOWING COURSES AND DISTANCES; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 22.93 FEET; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, 4.83 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 25.48 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST, 9.50 FEET TO THE WEST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREES 55 MINUTES 45 SECONDS WEST, ALONG SAID WEST LINE, 31.76 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 3.45 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST, 6.37 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 10.28 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 2.36 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREES 55 MINUTES 45 SECONDS WEST, ALONG SAID EAST LINE, 10.35 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 56.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 7:

THAT PART OF LOTS 1 THRU 4, INCLUSIVE, 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, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 48.06 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.55 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID TRACT WITH THE SOUTHEASTERLY LINE THEREOF; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, ALONG SAID EAST LINE, 58.62 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 1.08 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST, 7.57 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 15

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SECONDS EAST, 9.37 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 15 SECONDS EAST, 1.51 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREES 55 MINUTES 45 SECONDS WEST, ALONG SAID EAST LINE, 12.04 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 8:

THAT PART OF 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, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 48.06 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 34.55 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT, BEING ALSO THE SOUTHWEST CORNER OF LOT 9 AFORESAID; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, THE WEST LINE OF SAID TRACT, 58.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, ALONG SAID WEST LINE, 12.04 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 3.45 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST, 6.37 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 10.28 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 2.36 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 9:

THAT PART OF LOTS 1 THRU 4, INCLUSIVE, 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, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 65.50 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 48.06 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT, BEING ALSO THE INTERSECTION OF THE SOUTHEASTERLY LINE OF EAST WACKER DRIVE WITH THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY HALF OF SAID LOT 4; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF SAID TRACT, 59.94 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 54 DEGREES 39 MINUTES 39 SECONDS EAST, 32.69 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, 34.20 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST, 7.94 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, 9.55 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST, 31.84 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 30.64 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST, 10.64 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 11.82 FEET; THENCE SOUTH 54 DEGREES 39 MINUTES 39 SECONDS EAST, 38.71 FEET TO THE SOUTHEASTERLY LINE OF SAID TRACT; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, ALONG SAID SOUTHEASTERLY LINE, 35.53 FEET TO THE EAST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, ALONG SAID EAST LINE, 58.62 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 1.08 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST, 4.61 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, 7.94 FEET TO THE EAST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, ALONG SAID EAST LINE, 34.69 FEET TO THE NORTHEASTERLY LINE OF SAID TRACT; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE, THE FOLLOWING COURSES AND DISTANCES; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST, 15.58 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 4.83 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST, 23.34 FEET THE NORTHWESTERLY LINE OF SAID TRACT; THENCE SOUTH 37 DEGREES 52 MINUTES 15

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SECONDS WEST, ALONG SAID NORTHWESTERLY LINE, 117.00 FEET; TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 10:

THAT PART OF 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, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 65.50 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 48.06 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT, BEING ALSO THE SOUTHEAST CORNER OF LOT 9 AFORESAID; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF SAID TRACT, 92.01 FEET TO THE NORTHERLY LINE THEREOF; THENCE WESTERLY ALONG SAID NORTHERLY LINE, THE FOLLOWING COURSES AND DISTANCES; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 22.93 FEET; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, 4.83 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 25.48 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST, 9.50 FEET TO THE WEST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREES 55 MINUTES 45 SECONDS WEST, ALONG SAID WEST LINE, 31.76 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 15 SECONDS EAST, 3.45 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST, 6.37 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 10.28 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 2.36 FEET TO THE WEST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREES 55 MINUTES 45 SECONDS WEST, ALONG SAID WEST LINE, 58.62 FEET TO THE SOUTH LINE OF SAID TRACT THENCE SOUTH 88 DEGREES 56 MINUTES 15 SECONDS EAST, ALONG SAID SOUTH LINE, 56.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 11:

THAT PART OF LOTS 1 THRU 4, INCLUSIVE, 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, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 65.50 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 56.50 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID TRACT WITH THE SOUTHEASTERLY LINE THEREOF; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, ALONG SAID EAST LINE, 60.41 FEET; THENCE NORTH 52 DEGREES 06 MINUTES 27 SECONDS WEST, 7.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 52 DEGREES 06 MINUTES 27 SECONDS WEST, 5.30 FEET; THENCE NORTH 37 DEGREES 53 MINUTES 33 SECONDS EAST, 9.35 FEET; THENCE SOUTH 52 DEGREES 06 MINUTES 27 SECONDS EAST, 5.30 FEET; THENCE SOUTH 37 DEGREES 53 MINUTES 33 SECONDS WEST, 9.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 12:

THAT PART OF LOTS 1 THRU 4, INCLUSIVE, 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, ALL TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 65.50 FEET ABOVE CHICAGO CITY DATUM, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 48.06 ABOVE CHICAGO CITY DATUM, AND LYING WITHIN ITS HORIZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

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COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID TRACT WITH THE SOUTHEASTERLY LINE THEREOF; THENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, ALONG SAID EAST, 60.41 FEET TO THE POINT OF BEGINNING; THENCE NORTH 52 DEGREES 06 MINUTES 27 SECONDS WEST, 7.61 FEET; THENCE NORTH 37 DEGREES 53 MINUTES 33 SECONDS EAST, 9.35 FEET; THENCE SOUTH 89 DEGREES 07 MINUTES 59 SECONDS EAST, 0.46 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREES 55 MINUTES 45 SECONDS WEST, ALONG SAID EAST LINE, 12.05 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 17-10-300-001-0000, 17-10-300-002-0000

Note: For informational purposes only, the land is known as:

360 North Michigan Avenue
Chicago, IL