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RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/10/2015 02:35 PM Pg: 1 of 12

This document prepared by and upon recordation return to:

Riemer and Braunstein LLP  
71 South Wacker Drive, Suite 3515  
Chicago, Illinois 60606  
Attention: Thomas D. Gianturco, Esq.

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**ASSIGNMENT OF RENTS, LEASES AND PROFITS**

**THIS ASSIGNMENT OF RENTS, LEASES AND PROFITS** (this "Assignment") is made and entered into as of this 10th day of July, 2015, by **SP REALTY HOLDING COMPANY LLC**, a Delaware limited liability company ("**Assignor**"), with an with an address at 225 North Columbus Drive, Suite 100, Chicago, Illinois 60601, in favor of **PNC BANK, NATIONAL ASSOCIATION**, for its benefit and as Agent for the benefit of Lenders ("**Agent**"), with an address at One North Franklin Street, Suite 2150, Chicago, Illinois 60606. Capitalized terms not otherwise defined herein have the meanings given to such terms in the Loan Agreement (as defined below).

**BACKGROUND:**

Pursuant to the terms and conditions of a Construction Loan Agreement dated as of the date hereof, by and among Assignor, Agent and Lenders (as amended, modified, replaced, restated or supplemented from time to time, the "**Loan Agreement**"), Assignor has borrowed from Lenders a loan in the amount of up to SEVENTY-THREE MILLION SEVEN HUNDRED THIRTY THOUSAND AND 00/100 DOLLARS (\$73,730,000.00) in the aggregate (the "**Loan**"), which Loan is evidenced by one or more promissory notes in favor of the Lenders (as amended, modified, replaced, restated or supplemented from time to time, collectively, the "**Note**").

The Obligations under the Loan Documents are secured by this Assignment and by the Mortgage, Security Agreement and Fixture Filing (as amended, modified, replaced, restated or supplemented from time to time, the "**Mortgage**") dated as of the date hereof, and recorded or to be recorded in the real estate records of the County in which the Land and Improvements (collectively, the "**Premises**"), are located. A more particular description of the Land is attached as Exhibit A.

Assignor has agreed to assign to Agent its interest in and under all Rents (as hereafter defined) and Leases (as hereafter defined) as security for the payment of the Obligations and the observance and performance of all the terms, covenants and provisions of this Assignment and the other Loan Documents.

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CCRD REVIEWER

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**NOW, THEREFORE**, in consideration of the extension of credit under the Loan Documents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor hereby agrees as follows:

1. **Definitions.** The terms defined below in this section have the meanings given to such terms in this section.

a. **"Rents"** means, collectively, (i) all minimum, additional and percentage rents, accounts, revenues, income, receipts, charges, issues, profits and other payments for the use, operation or occupancy of the Premises now due and which may hereafter become due to Assignor under the Leases, including early termination fees, penalties, break fees or reimbursements of concessions provided to lessees due to Assignor, and payments or reimbursements of operating costs, taxes, insurance, parking, maintenance or other services provided to lessees (ii) all claims against lessees and other parties under the Leases and against guarantors of any Leases or under any letters of credit provided as security for the lessees' obligations, whether any of the foregoing arise before or after the commencement by or against Assignor of any Insolvency Proceeding, and (iii) all proceeds of the foregoing, both cash and noncash, including any insurance proceeds, condemnation awards, tax contributions, any damages following default by a lessee under any Lease, any penalties or premiums payable by a lessee under any Lease and the proceeds of any policy of insurance covering loss of rents resulting from destruction or damage to any portion of the Premises.

b. **"Leases"** means, collectively, (i) all leases, licenses, subleases or any other use or occupancy agreement now or hereafter entered into covering all or any part of the Premises, (ii) all rights under any such agreements including the immediate and continuing right to receive and collect all condemnation awards and insurance proceeds, the right to accept or reject any offer made by any lessee pursuant to its Lease to purchase the Premises and any other property subject to the Lease as therein provided and (iii) all cash, guaranties, letters of credit or securities deposited or delivered under the Leases to secure the performance of lessees of their obligations thereunder, whether such cash, guaranties, letters of credit or securities are to be held until the expiration of the terms of such Leases or applied to one or more installments of rent coming due prior to the expiration of such terms.

2. **Present Assignment.** Assignor does hereby give, grant, bargain, sell, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm unto Agent and hereby grants to Agent a security interest in and lien upon, as security for the payment of the obligations and the observance and performance of all the terms, covenants and provisions of this Assignment and the other Loan Documents, Assignor's right, title and interest in and to all present and future Leases and the Rents. This Assignment is a present, absolute and unconditional assignment from Assignor to Agent and not merely the granting of a security interest.

3. **Status of Leases.** Assignor represents and warrants that (a) as of the date hereof there are no Leases affecting the Premises; (b) the terms of each Lease have been fully disclosed to and approved by Agent and each Lease is in full force and effect; (c) the Leases are valid and enforceable; (d) no tenant under any Lease has any defense, setoff or counterclaim against

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Assignor; (e) neither Assignor nor the tenants are in default under any of the terms of the Leases; (f) no Rent has been prepaid for a period of more than one (1) month in advance; (g) Assignor has title to, and full right to assign, the Leases and Rents; (h) Assignor has not previously assigned or pledged all or any portion of the Leases or Rents; (i) no tenant or guarantor under any Lease is the subject of any Insolvency Proceeding; and (j) Assignor has received and is in possession of any security deposits given by the tenant under any Lease.

4. **Performance and Enforcement of Leases.** Assignor agrees, at its sole cost and expense, to (a) observe and perform, or cause to be observed and performed, each and every term, covenant and provision of the Leases on the part of the landlord thereunder to be observed and performed; (b) except as otherwise specifically permitted in the Loan Agreement, maintain each Lease in full force and effect during the term thereof; (c) send promptly to Agent copies of all notices of default which Assignor sends or receives under any non-residential Leases; (d) enforce the Leases in a commercially reasonable manner; (e) appear in and defend, at no cost to Agent or any Lender, any action or proceeding arising under or in any manner connected with the Leases or with the obligations and undertakings of the landlord or the tenants thereunder; and (f) notify Agent in writing promptly after learning of the commencement of any Insolvency Proceeding with respect to any tenant or guarantor under any non-residential Lease. If Assignor fails to pay, perform or observe any of its covenants or agreements hereunder or under any of the Leases, Agent may (following the applicable grace or cure period provided in the Loan Agreement) pay, perform or observe the same and Assignor will immediately upon demand reimburse Agent for the amount thereof together with all costs, expenses and reasonable attorneys' fees incurred by Agent.

5. **Restrictions on Actions Under Leases.** Assignor will not, without the prior written consent of Agent, (a) further assign or pledge or attempt to assign or pledge the Leases or any portion of the Rents, (b) except as otherwise specifically permitted in the Loan Agreement, alter, modify, amend, grant any concessions in connection with or change the terms of any of the Leases or surrender, renew, cancel or terminate the same or do anything whatsoever affecting any guaranty of any of the Leases or consent to any of the foregoing, (c) accept prepayments of any portion of the Rents for a period of more than one (1) month in advance, (d) except as otherwise specifically permitted in the Loan Agreement, enter into any lease, license or other agreement for occupancy after the date hereof for the Premises, or any part thereof, without the prior written consent of Agent, or (e) discount any future accruing Rents.

6. **Agent Not Obligated Under Leases.** This Assignment will not be deemed or construed to obligate Agent to take any action or incur any expense or perform or discharge any obligation, duty or liability under the Leases, and Assignor hereby agrees to indemnify and hold Agent and each Lender harmless from and against all liability, cost, loss, expense or damage, including reasonable attorneys' fees, which Agent or any Lender may or might incur under the Leases (or any of them) or relating to the Premises or under or by reason of this Assignment or by reason of any alleged obligation or undertaking on Agent's part to perform or discharge any of the terms, covenants or provisions contained in the Leases. Should Agent incur any liability, cost, loss, expense or damage under or by reason of any Lease or under or by reason of this Assignment, Assignor will immediately upon demand reimburse Agent for the amount thereof together with all costs, expenses and reasonable attorneys' fees incurred by Agent. Any Rents

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collected by Agent may be applied by Agent, in its sole discretion, in satisfaction of any such liability, cost, loss, expense or damage. Agent will be deemed to be the creditor of the tenant or guarantor under any non-residential Lease in respect of any Insolvency Proceeding affecting such tenant or guarantor (without obligation on the part of Agent, however, to file timely claims in such proceedings or otherwise pursue creditor's rights therein). Nothing contained in this Assignment and no entry by Agent upon the Premises as hereinafter provided, will be construed to constitute Agent as a mortgagee in possession or render Agent liable in any way for any injury or damage to person or property sustained by any person or entity in, on, or about the Premises.

7. **Attorney in Fact.** Assignor hereby appoints Agent, at any time an Event of Default exists, as its agent and attorney-in-fact, which appointment is irrevocable and coupled with an interest, to perform all other necessary or appropriate acts with respect to this Assignment and the Leases and Rents, to take all actions required to be taken by Assignor hereunder, to make all waivers and agreements, to give and receive all notices, consents and releases, to take such action upon the happening of a default under any Lease (including the commencement, conduct and consummation of proceedings at law or in equity) as permitted under any provision of any Lease or by any law, and to do any and all other things whatsoever which Assignor is or may become entitled to do under any such Lease all from the date hereof to the end of the respective terms of the Leases and any renewals and extensions thereof, in all cases both before and after the commencement by or against Assignor of any Insolvency Proceeding.

8. **Revocable License; Event of Default.** This Assignment has been made as additional security for the payment of the Obligations and the observance and performance by Assignor of the terms, covenants and provisions of the Loan Documents. So long as no Event of Default exists and subject to the provisions set forth below, Assignor will have a license to occupy the Premises as landlord or otherwise and to collect, retain and use the Rents (but only as the same become due under the provisions of such Lease) and to enforce the covenants of the Leases.

Upon the occurrence of an Event of Default and for so long as such Event of Default continues to exist, the rights and license granted to Assignor in this Assignment will be automatically revoked without any notice or further action whatsoever and any amounts collected by Assignor will be held by Assignor in trust for the benefit of Agent, and Agent, in its sole discretion, will have the complete right, power and authority, (a) without taking possession, to demand, collect and receive and sue for the Rents and, after deducting all reasonable costs and expenses of collection (including reasonable attorneys' fees) as determined by Agent, apply the net proceeds thereof as set forth in Section 10.2(b) of the Loan Agreement; (b) to declare all sums secured hereby immediately due and payable, and exercise any or all of the rights and remedies contained in any of the Loan Documents or at law or in equity; and (c) without regard to the adequacy of the security, with or without process of law, personally or by agent or attorney, or by a receiver to be appointed by court, enter upon, take and maintain possession of and hold, maintain, manage, control and operate the Premises, or any part thereof (including retaining property managers, real estate brokers and leasing or sales agents), together with all documents, books, records, papers, and accounts relating thereto, and to exclude Assignor and its agents and servants therefrom, as fully and to the same extent as Assignor could do if in

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possession, and in such event without limitation and at the expense of Assignor, and from time to time perform all necessary and proper acts and expend such Rents as may be necessary in connection therewith, (d) cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the Premises or any part thereof, (e) pay taxes, assessments and other charges on the Premises, or any part thereof, and insure and reinsure the same, (f) lease the Premises, or any part thereof, for such terms and on such terms as determined in Agent's sole discretion, including leases for terms expiring beyond the maturity of the indebtedness secured by the Loan Documents, (g) cancel or surrender some or all of the Leases for any cause or on any ground, alter, modify or amend the provisions thereof, or make concessions to the tenants thereunder, The foregoing rights and remedies may be exercised singularly or cumulatively by Agent, in its sole discretion, and Assignor hereby releases and waives all claims against Agent arising out of such management, operation and maintenance. In addition to the above, upon the occurrence of an Event of Default, Assignor expressly consents to the appointment of a receiver for the Premises, without notice, either by Agent or a court of competent jurisdiction, to take all acts in connection with the Premises permitted by law or in equity and to deduct from any and all Rents the customary or statutory amount in the county wherein the Premises is located to compensate such receiver for its actions.

9. **INSTRUCTIONS TO TENANTS AFTER DEFAULT.** TIME IS OF THE ESSENCE HEREOF. ASSIGNOR HEREBY CONSENTS TO AND IRREVOCABLY AUTHORIZES AND DIRECTS THE TENANTS UNDER THE LEASES AND ANY SUCCESSOR TO THE INTEREST OF ANY OF SAID TENANTS, UPON DEMAND AND NOTICE FROM AGENT OF AGENT'S RIGHT TO RECEIVE THE RENTS, TO PAY TO AGENT THE RENTS, AND SAID TENANTS HAVE THE RIGHT TO RELY UPON SUCH DEMAND AND NOTICE FROM AGENT AND WILL PAY SUCH RENTS TO AGENT WITHOUT ANY OBLIGATION OR RIGHT TO DETERMINE THE ACTUAL EXISTENCE OF ANY EVENT OF DEFAULT CLAIMED BY AGENT AS THE BASIS FOR AGENT'S RIGHT TO RECEIVE SUCH RENTS AND NOTWITHSTANDING ANY NOTICE FROM OR CLAIM OF ASSIGNOR TO THE CONTRARY, AND ASSIGNOR WILL HAVE NO RIGHT TO CLAIM AGAINST SAID TENANTS FOR ANY SUCH RENTS SO PAID BY SAID TENANTS TO AGENT.

10. **Coverage of All Leases.** Any and all Leases affecting the Premises or any portion thereof presently in effect or hereafter entered into by Assignor are covered by the provisions of this Assignment and all such Leases and all of Assignor's right, title and interest in all such Leases and Rents are hereby assigned to Agent until the end of the respective terms thereof, including any renewals or extensions thereof, subject to all of the terms, covenants and provisions of this Assignment. Assignor will deliver true and correct copies of Leases to Agent promptly following specific request. Assignor will, upon the request of Agent, execute and deliver in recordable form all instruments which Agent may reasonably request to further evidence and confirm such assignment of each Lease and the Rents.

11. **Notices.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be given in accordance with the notice provisions of the Loan Agreement.

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12. **Preservation of Rights.** No course of dealing and no delay or failure of Agent or any Lender in exercising any right, power, remedy or privilege under this Assignment or any other Loan Document will affect any other or future exercise thereof or operate as a waiver thereof, nor will any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such a right, power, remedy or privilege preclude any further exercise thereof or of any other right, power, remedy or privilege. The rights and remedies of Agent and the Lenders under this Assignment and any other Loan Document are cumulative and not exclusive of any rights or remedies which they would otherwise have. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents contained in the Mortgage or in any other document executed in connection with this transaction. Without limiting the foregoing, nothing contained in this Assignment is intended or will be construed to prevent Agent in the exercise of its discretion from foreclosing the Mortgage or otherwise enforcing the provisions thereof in accordance with its terms. To the extent permitted by law, Assignor hereby waives any and all legal requirements that Agent institute any action or proceeding in law or in equity against any other party, or exhaust its remedies under the Mortgage and the other Loan Documents, or in respect of any other security held by Agent as a condition precedent to exercising its rights and remedies under this Assignment. Assignor agrees that the collection of Rents and the application thereof as aforesaid or the entry upon and taking of possession of the Premises, or any part thereof, by Agent will not cure or waive any default, or waive, modify or affect any notice of default under any Loan Document, or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by Agent, once exercised, will continue for so long as Agent elects. If Agent thereafter elects to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default.

13. **Severability.** The provisions of this Assignment are intended to be severable. If any provision of this Assignment is held invalid or unenforceable in whole or in part in any jurisdiction such provision will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

14. **Changes in Writing.** No modification, amendment or waiver of, or consent to any departure by Assignor from, any provision of this Assignment will be effective unless made in accordance with Section 11.5 of the Loan Agreement. No notice to or demand on Assignor will entitle Assignor to any other or further notice or demand in the same, similar or other circumstance.

15. **Further Assurances.** Assignor will, at the cost of Assignor, upon Agent's request, do, execute, acknowledge and deliver to Agent such further documents, assurances and statements and do or cause to be done all and every such further acts, things, deeds, conveyances and the like as Agent may deem necessary or appropriate to effect the transactions contemplated hereby or to confirm the assumption of and agreement to pay, perform and discharge the liabilities and obligations hereby assumed and agreed to be paid, performed or discharged, or intended so to be.

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16. **Entire Agreement.** This Assignment (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between Assignor and Agent or the Lenders with respect to the subject matter hereof.

17. **Successors and Assigns.** This Assignment will be binding upon and inure to the benefit of Assignor and Agent and their respective heirs, executors, administrators, successors and assigns; provided, however, that Assignor may not assign this Assignment in whole or in part. Agent at any time may assign this Assignment in whole or in part only in accordance with Section 11.9(b) of the Loan Agreement.

18. **Interpretation.** In this Assignment, unless Assignor and Agent otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" is deemed to include "and/or", the words "including", "includes" and "include" are deemed to be followed by the words "without limitation", references to articles, sections (or subdivisions of sections) or exhibits are to those of this Assignment; and references to agreements and other contractual instruments will be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Assignment. Section headings in this Assignment are included for convenience of reference only and do not constitute a part of this Assignment for any other purpose. If this Assignment is executed by more than one party as Assignor, the obligations of such persons or entities will be joint and several.

19. **GOVERNING LAW; JURISDICTION; ETC.**

(a) **GOVERNING LAW.** THIS ASSIGNMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS ASSIGNMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY ARE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES.

(b) **JURISDICTION.** ASSIGNOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION, OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, CONTRACT, TORT OR OTHERWISE, AGAINST AGENT, ANY LENDER LOAN DOCUMENT OR TRANSACTIONS RELATED TO ANY LOAN DOCUMENT, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF ILLINOIS SITTING IN COOK COUNTY, AND OF THE UNITED STATES DISTRICT COURT OF THE NORTHERN DISTRICT OF ILLINOIS, AND ANY APPELLATE COURT FROM ANY THEREOF, AND ASSIGNOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION, OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH ILLINOIS STATE COURT, OR TO THE FULLEST EXTENT

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PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. ASSIGNOR AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING IS CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN ANY LOAN DOCUMENT AFFECTS ANY RIGHT THAT AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS ASSIGNMENT OR ANY OTHER LOAN DOCUMENT AGAINST ASSIGNOR OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. ASSIGNOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN THIS SECTION 19. ASSIGNOR WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. ASSIGNOR IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.5 OF THE LOAN AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

20. Counterparts. This Assignment may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission will be effective as delivery of a manually executed counterpart. Any party so executing this Assignment by facsimile transmission will promptly deliver a manually executed counterpart, provided that any failure to do so will not affect the validity of the counterpart executed by facsimile transmission.

21. WAIVER OF JURY TRIAL. ASSIGNOR, AND, BY ITS ACCEPTANCE HEREOF, AGENT, EACH HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ASSIGNOR OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). ASSIGNOR, AND, BY ITS ACCEPTANCE HEREOF, AGENT EACH (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY, OR OTHERWISE, THAT SUCH OTHER PERSON COULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT



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**AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 21.**

22. **Exculpation.** Section 11.23 of the Loan Agreement is incorporated herein by express reference as if fully set forth herein.

**Assignor acknowledges that it has read and understood all the provisions of this Assignment, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.**

[Remainder of Page Intentionally Blank; Signatures Follow]

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## EXHIBIT A

### Legal Description

#### Parcel 1:

Lots 1, 2, 3 and 4 in the Assessor's Division of Lots 1 to 6, inclusive, of Block 29 in Wolcott's Addition to Chicago, in the East 1/2 of the Northeast 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, (except that part of Lot 6, aforesaid, lying East of a line 14 feet West of and parallel to the West line of LaSalle Street), in Cook County, Illinois.

#### Parcel 2:

Lots 9, 10 and 11 in Block 2 in Walter Newberry's Addition to Chicago in the Northeast 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

#### Parcel 3:

A tract of land described as follows:

That part of the North-South 14 foot public alley lying East of the East line of Lots 7 and 8, lying West of the West line of Lot 9 and lying North of a line 40 feet South of and parallel to a line drawn from the Northeast corner of said Lot 8 to the Northwest corner of said Lot 9, all in Block 2 of Newberry's Addition to Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian; said part of public alley herein vacated being further described as the North 40 feet of the North-South 14 foot public alley in the block bounded by West Superior Street, West Huron Street, North Wells Street and North LaSalle Street, all in Cook County, Illinois.

#### Parcel 4:

The North 15 feet of Lot 7 and all of Lot 8 in Block 2 in Walter Newberry's Addition to Chicago in the Northeast 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

#### Parcel 5:

The North 27 feet of Lot 6 and the South 13 feet of Lot 7 in Block 2 in Newberry's Addition to Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

#### Parcel 6:

The North 24 feet of Lot 5 and the South 1 foot of Lot 6 in Block 2 in Newberry's Addition to Chicago, said addition being a subdivision of the East 1/2 of the West 1/2 of the Northeast 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

[Exhibit A]

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## Parcel 7:

That part of the vacated North-South 14 foot public alley lying East of the East line of Lots 5, 6 and 7, lying West of the West line of Lot 9, lying South of a line 40.00 feet South of and parallel to a line drawn from the Northeast corner of Lot 8 to the Northwest corner of Lot 9 and lying North of the South line of Lot 9 extended Westward to the West line of said alley all in Block 2 in Newberry's Addition to Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

## Parcel 8:

An Easement for the benefit of Parcels 1 through 7 as created by Light And Air And Encroachment Easement Agreement recorded August 19, 2014 as document number 1423119123, over and across the land described as follows; That part of Lot 4 and Lot 5 except the North 24.0 feet of Lot 5 in Block 2 in Newberry's Addition To Chicago, being a subdivision of the East half of the West half of the Northeast Quarter of Section 9, Township 39 North, Range 14 East of The Third Principal Meridian, recorded November 22, 1849 (ante-fire), bounded and described as follows: beginning at the intersection of the West line of said Lot 5 with the South line of the North 24.0 feet of said Lot 5; thence South 89 degrees 49 minutes 20 seconds East, being an assumed bearing on the South line of the North 24.0 feet of said Lot 5, a distance of 110.0 feet to the East line of said Lot 5; thence South 0 degrees 00 minutes 00 seconds East 12.0 feet on the East line of said Lots 4 and 5 to the intersection with a line 8.0 feet South of and parallel with the North line of said Lot 4; thence North 89 degrees 49 minutes 20 seconds West on said parallel line 110.0 feet to the West line of said Lot 4; thence North 0 degrees 00 minutes 00 seconds West on the West line of said Lots 4 and 5, a distance of 12.0 feet to the point of beginning, above an elevation of 129.56 feet (based on the City of Chicago datum) for the West 94.50 feet of said Lots 4 and 5 and above an elevation of 63.06 feet (based on the City of Chicago datum) for the East 15.50 feet of said Lots 4 and 5 as extended vertically to all navigable airspace or all airspace above the minimum altitudes of flight, including airspace needed to ensure the safety in the takeoff and landing of aircraft, all in Cook County, Illinois.

## Address:

165 West Superior Street, Chicago, Illinois 60654

Permanent Index Numbers: 17-09-210-001-0000, 17-09-210-002-0000, 17-09-210-003-0000, 17-09-210-007 and 17-09-210-016-0000

[Exhibit A]