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Doc#. 1527556100 Fee: \$78.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 10/02/2015 09:13 AM Pg: 1 of 16

This document prepared by and after recording return to:

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

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AMENDMENT TO FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT

WHEREAS, AC-OCG 360 NORTH MICHIGAN, L.L.C., a Delaware limited liability company (the "Borrower" or the "Mortgagor"), by that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement dated May 29, 2014 and recorded on May 30, 2014 as Document No. 1415029042 in the Recorder's Office of Cook County, Illinois, as amended by that certain Partial Release and Amendment to Mortgage dated May 22, 2015 and recorded June 2, 2015 as Document No. 1515304054 in the Recorder's Office of Cook County, Illinois (as amended, the "Mortgage"), mortgaged certain premises described in Exhibit A attached hereto unto Bank of America, N.A. a national banking association, as administrative agent (the "Administrative Agent" or the "Morigagee"), on behalf of itself and certain other lenders (the "Lenders") as security for and in connection with the entering into of a certain loan arrangement dated as of May 29, 2014 (the "Loan Arrangement"), as evidenced by amongst other documents (i) a certain Construction Loan Agreement, by and among Borrower, Administrative Agent and the Lenders, dated as of May 19, 2014 (the "Loan Agreement"; capitalized terms used herein which are not otherwise specifically defined herein shall have the same meaning herein as in the Loan Agreement, as subsequently ar erded and restated) and (ii) certain Promissory Note(s) dated as of May 29, 2014 in the original aggregate principal amount of \$84,000,000.00 made payable by the Borrower to the order of the Lenders hereinafter, singly and collectively referred to as the "Note");

WHEREAS, the obligations of the Borrower under the Loan, including, without limitation, those obligations of the Borrower under the Loan Agreement and the Note, are secured by, amongst other documents, the Mortgage;

WHEREAS, as of the date of hereof, Mortgagor the Borrower has requested that the Administrative Agent, on behalf of the Lenders, amend certain provisions of the Loan Documents, including increasing the principal amount that may be borrowed under the Loan Agreement by an amount of \$13,400,000.00 such that the aggregate principal loan amount that may be borrowed under the Loan Agreement shall increase from \$84,000,000.00 to \$97,400,000.00;

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WHEREAS, in connection with such request, (i) Borrower, Administrative Agent, the Lenders have entered into a certain Amended and Restated Construction Loan Agreement of even date herewith (the "Amended and Restated Loan Agreement"), and (ii) Borrower has executed one or more amended and restated promissory notes payable to the order of the Lenders in the aggregate principal amount of \$97,400,000.00 (collectively, the "Amended and Restated Note"; the Amended and Restated Loan Agreement, the Amended and Restated Note and all other documents executed by Borrower or any guarantor or indemnitor in connection with the amendment to the Loan dated on or about the date hereof, collectively, the "Amendment Documents");

WINTERAS, the Borrower and the Administrative Agent, on behalf of the Lenders, have also agreed to enter into this amendment (this "Amendment"), to, among other things, amend the Mortgage concurrently herewith to increase the principal amount secured under the Mortgage to \$97,400,000.00; and

WHEREAS, the Eurrower and the Administrative Agent now wish to amend, modify and supplement the Mortgage all as more particularly herein set forth.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between Borrower and Administrative Agent as follows:

- 1. All references to "\$84,000,000.00" or "Eighty-Four Million and No/Dollars" in the Mortgage are hereby deleted in their entirety and replaced with references to "\$97,400,000.00" or "Ninety-Seven Million Four Hundred Thousand and No/Dollars", as applicable.
- 2. Section 1.4 of the Mortgage is hereby deleted in its entirety and replaced with the following:

Section 1.4 <u>Security Interest</u>. Mortgagor hereby grants to Mortgagee, on behalf of each Holder (as hereinafter defined), a security interest in all of the Property which constitutes personal property or fixtures, all proceeds and products thereof, and all supporting obligations ancilhar, to or arising in any way in connection therewith (herein sometimes collectively called the "Collateral") to secure the obligations of Mortgagor under the Note and Loan Documents and all other indebtedness and matters defined as "Secured Indebtedness" in <u>Section 1.5</u> of this Mortgage. In addition to its rights hereunder or otherwise, Mortgagee shall have all of the rights of a secured party under the Illinois Uniform Commercial Code, as in effect from time to time, or under the Uniform Commercial Code in force, from time to time, in any other state to the extent the same is applicable law. Mortgagor hereby appoints Mortgagee as its attorney-in-fact to execute and file on its behalf any financing

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statements, continuation statements or other statements in connection therewith which Mortgagee deems necessary or reasonably advisable to preserve and maintain the priority of the lien hereof, or to extend the effectiveness thereof, under the Illinois Uniform Commercial Code or any other laws which may hereafter become applicable. This power, being coupled with an interest, shall be irrevocable so long as any part of the Secured Indebtedness remains unpaid. Mortgagor shall pay to Mortgagee, from time to time, promptly after demand, any and all reasonable costs and expenses incurred by Mortgagee and/or any Holder in connection with the filing of any such statements including, without limitation, reasonable out-of-pocket attorneys' fees and all disbursements and such amounts shall be part of the Secured Indebtedness secured by this Mortgage. Mortgagor and Mortgagee agree: (i) that this Mortgage shall constitute, among other things, a Security Agreement within the meaning of Article 9 of the Uniform Commercial Code of New York or in any other state to the extent the came is applicable law, in effect from time to time, with respect to all sums on deposit with the Mortgagee and/or any Holder pursuant to this Mortgage ("Deposits"); (ii) that a security interest in and to the Deposits is hereby granted to the Mortgagee, on behalf of the Holders; and (iii) that the Deposits and all of Mortgagor's right, title and interest therein are hereby assigned to the Mortgagee, on behalf of the Holders; all to secure payment of the indebtedness and to secure performance by the Mortgagor of the terms, covenants and provisions hereof.

- 3. Section 6.2 of the Mortgage is hereby deleted in its entirety and replaced with the following:
 - Section 6.2 <u>Effective as a Fixture Filing</u>. Mortgagor and Mortgagee agree, to the extent permitted by applicable law, (net: (i) all of the goods described within the definition of the word "Property" berein are or are to become fixtures on the land described in <u>Exhibit A</u>; (ii) this instrument, upon recording or registration in the real estate records of the proper office, shall constitute a "fixture filing" within the meaning of Section 9-102 of the Illinois Uniform Commercial Code; and (iii) Mortgagor is the record owner of the land described in <u>Exhibit A</u>. The addresses of Mortgagor and Holder are set forth at the end of this Mortgage.
- 4. Section 6.29 of the Mortgage is hereby amended by deleting the reference to "One Hundred Sixty-Eight Million and No/100 Dollars (\$168,000,000.00)" in its entirety and replacing it with a reference to "One Hundred Ninety-Four Million Eight Hundred Thousand and No/100 Dollars (\$194,800,00.00").
- 5. All references to "Loan Agreement" in the Mortgage shall henceforth be deemed to be references to the Amended and Restated Loan Agreement, as the same may

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be further amended, restated, modified, extended, increased or otherwise in effect from time to time.

- 6. All references to "Note" in the Mortgage shall henceforth be deemed to be references to the Amended and Restated Note, as the same may be further amended, restated, modified, extended, increased or otherwise in effect from time to time.
- All references to "Loan Documents" in the Mortgage shall hereafter refer to the 7. Loan Documents as amended by the Amendment Documents, as the same may be further amended, restated, modified, extended, increased or otherwise in effect from time to time.
- The Mortgagor hereby ratifies, confirms and reaffirms the terms, conditions and 8. provisions set forth in the Mortgage, as amended hereby, and, without limiting the foregoing, the Mortgagor hereby ratifies, confirms and reaffirms all warranties and representations set forth in the Mortgage as being true as of the date hereof.
- The "Notice Address for Mortgagor" contained in Section 6.13 is amended in its 9. entirety and replaced with the following:

AG-OCG 360 North Michigan, L.L.C. c/o Angelo, Gordon & Co., L.P. 245 Park Avenue, 26th Floor New York, New York, 10167 Attention: Ryan Klenovich Facsimile: (212) 867-5436

With a copy at the same time to:

c/o Oxford Capital Group, LLC 350 West Hubbard, Suite 440 Chicago, Illinois 60654 Attention: John W. Rutledge Facsimile: (312) 755-9510

OUNT CORTS OFFICE With an additional copy at the same time to:

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

Facsimile: (310) 275-0801

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10. The "Notice Address for Mortgagee" contained in Section 6.13 is amended in its entirety and replaced with the following:

Bank of America, N.A. One Bryant Park, 35th floor New York, New York 10036 Attention: Catherine E. Money Facsimile: (646) 855-2209

With a copy at the same time to:

Riemer & Braunstein LLP
7 Times Square, Suite 2506
New York, New York 10036
Attention: Richard I. Lefkowitz, Esq.
Facsimile: (212) 789-3191

11. Miscellaneous

- (a) Section 6.23 of the Mortgage (Applicable Law) shall apply to this Amendment.
- (b) This Amendment and ε ny imendment hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.
- (c) This Amendment expresses the entire vade standing of the parties with respect to the matters contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.
- (d) Any determination that any provision of this Amendment or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Amendment.
- (e) The Mortgagor warrants and represents that it has consulted with independent legal counsel of its selection in connection with this Amendment and is not relying on any representations or warranties of the Administrative Agent or any Lender or counsel to Mortgagee or any Lender in entering into this Amendment.

[SIGNATURE PAGES FOLLOW]

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MORTGAGEE:

BANK OF AMERICA, N.A., a national banking association, as administrative agent

Ву:

Name: Catherine E. Mon

Its:

Senior Vice President

STATE OF NEW YORK

SS

COUNTY OF NEW YORK

I, Lacroca W. Ja Votary Public in and for said County and State, DO HEREBY CERTIFY THAT Catherine E. Money, a Senior Vice President of BANK OF AMERICA, N.A., a national banking association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this diay of September 2015

My Commission Expires:

PATRICIA M WHALEN
Notary Public - State of New York
No. 01WH4897976
Qualified in Richmond County
My Commission Expires Nov. 09, 2015

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MORTGAGOR:

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, its sole member

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

> > By:

Name: (ah)] In Title: Vice Pres. de

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Signature of Notar

DOOP OF

individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.	C	04		r	
STATE OF CALIFORNIA)		7.		
County of Los Angeles	_)§ _)		'Qr		
On 9 15 15 , befo	ore me, _	Olutola	Alada)- 	a
Notary Public, personally appeared U	OVIS	rieaul_	v	who proved	to me on
the basis of satisfactory evidence to be the within instrument and acknowledged to me authorized capacity(ies), and that by his/he the entity upon behalf of which the person	e that h <u>e/</u> fr/th ∉ ir si	she/they exec gnature(s) on	uted the san the instrum	ne in h <u>is/b</u> e ent the pers	r/their
I certify under PENALTY OF PERJURY I	under the	laws of the S	tate of Cali	fornia that t	the
foregoing paragraph is true and correct					
WITNESS my hand and official seal.				OLUTOLA ALA mmission # 19 ary Public - Cai	75141
CAR O		N N	4	os Angeles Cou nm, Expires Apr	unty 🚆

(Affix seal here)

[Signature Page to Amendment to Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement]

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Exhibit A

PARCEL 1:

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

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

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

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

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

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

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

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LINE OF THE PLAZA A DISTANCE OF 24.164 FEET TO ITS INTERSECTION WITH SAID SOUTHERLY LINE OF THE PLAZA; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE A DISTANCE OF 8.041 FEET TO ITS INTERSECTION WITH SAID SOUTHERLY LINE OF THE PLAZA; AND THENCE EAST ON SAID SOUTH LINE, A DISTANCE OF 17.737 FEET TO THE PLACE OF BEGINNING;

AND

THE NORTHEASTERLY HALF OF LOT 4 ADJOINING LOT 3 IN LOOMIS AND OTHERS RESUBDIVISION OF LOTS 3, 4, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18 AND 19 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF 1 HE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, IN COOK COUNTY ILLINOIS;

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

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

BEGINNING AT THE INTERSECTION OF THE SOUTH THE SOUTHEASTERLY LINE OF EAST WACKER DRIVE (RIVER STREET) WINT THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY HALF OF SAID LOT 4 IN I COMIS AND OTHERS RESUBDIVISION AND RUNNING

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

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

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

THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF NORTHEASTERLY HALF OF LOT 4, A DISTANCE OF 100.61 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

EXCEPTING FROM THE ABOVE DESCRIBED PARCEL 1 THE FOLLOWING 12 RETAIL PARCELS DESCRIBED BELOW:

RETAIL PARCEL 1:

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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 5! NINUTES 15 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF SAID TRACT, 63.94 FEAT TO THE POINT OF BEGINNING; THENCE SOUTH 54 DEGREES 39 MINUTES 39 SECOIDS EAST 32.69 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST 34.20 FEAT; 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 10 IN BLOCK 4 IN FORT DEARBORN ADDITION TO CHICAGO, IN SECTION 10, TOWNSHIP 30 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 16.47 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 A'LSC 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 97 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.

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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 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 52.4DIUTES 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 LAST, 32.69 FEET; THENCE NORTH 37 DEGREES 52 MINUTES 15 SECONDS EAST, 34.20 FLET: 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 FF.FT; 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 19 SECONDS EAST, 38.71 FEET TO THE SOUTHEASTERLY LINE OF SAID TRACT; THENC 3 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 TR ACT; 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, PHENCE NORTH 52 DEGREES 07 MINUTES 45 SECONDS WEST, 7.57 FEET; THENCE NOW TH 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 FLFT 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 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

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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 O'1 OTS 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 MERID. AN 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 COUNER 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, 48.40 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

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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 HORIZOITAL 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: 1 HENCE NORTH 00 DEGREES 55 MINUTES 45 SECONDS EAST, ALONG SAID EAST LINE, 58.62 FET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 04 MINUTES 15 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 SOUTH 00 DEGREES 55 MINUTES 45 SECONDS WEST, ALONG SAID EAST LINE, 12.04 FET 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 DEARLORN 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:

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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, 63.94 FERT 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 DECKEES 07 MINUTES 45 SECONDS EAST, 31.84 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 16 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, ALOI C SAID SOUTHEASTERLY LINE, 35.53 FEET TO THE EAST LINE OF SAID TRACT; THENCE NORTH OO DEGREES 55 MINUTES 45 SECONDS EAST, ALONG SAID EAST LINE, 58.62 FEET; THEN E NORTH 89 DEGREES 04 MINUTES 15 SECONDS WEST, 1.08 FEET; THENCE NORTH 5! D FGREES 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 DEGNESS 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 C7 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, 23.24 FEET 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 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

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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 FAST, ALONG SAID SOUTH LINE, 56.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 11:

THAT PART OF LOTS 1.7 HRU 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 HOLYZONTAL LIMITS PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE FAST LINE OF SAID TRACT WITH THE SOUTHEASTERLY LINE THEREOF; THENCE NOR (F) 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, ILLIN MIS.

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 DEAKLORN 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 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

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DEGREES 55 MINUTES 45 SECONDS WEST, ALONG SAID EAST LINE, 12.05 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

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

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF EAST WACKER DRIVE (RIVER STREET) WITH THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY HALF OF SAID LOT 4 IN LOOMIS AND OTHERS RESUBDIVISION AND RUNNING THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID WACKER DRIVE (RIVER STREET) A DISTANCE OF 62.55 FEET;

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

THENCE SOUTHWESTERLY ALONG SAID NOR THWESTERLY LINE OF NORTH MACCHESNEY COURT, SAID NORTHWESTERLY LINE BEING HERE ALSO THE SOUTHEASTERLY OF LOTS 3 AND 4 AFORESAID, A DISTANCE OF 61.79 FEET TO SAID SOUTHWESTERLY LINE OF THE NORTHEASTERLY HA'L' OF LOT 4;

THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY HALF OF LOT 4, A DISTANCE OF 100.61 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENTS FOR THE BENEFIT OF PARCEL 2 AS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY AG-O 3G 360 NORTH MICHIGAN RETAIL OWNER, LLC TO AG-OCG 360 NORTH MICHIGAN, LLC DATED MAY 29, 2015 AND RECORDED JUNE 2, 2015 AS DOCUMENT 1515304057.

Commonly known as 360 North Michigan Avenue and 77-85 East Wacker Drive, Chicago, Illinois

PIN Numbers:

17-10-300-001-0000 Vol. 510 (Affects Parcel 1 and other property)

17-10-300-002-0000 Vol. 510 (Affects Parcel 1 and other property)

17-10-300-003-0000 Vol. 510 (Affects Parcel 2)

17-10-300-004-0000 Vol. 510 (Affects Parcel 2)