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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/15/2015 01:37 PM Pg: 1 of 27

This Document Prepared by
and after Recording Return to:

Pircher, Nichols & Meeks
900 North Michigan Avenue,
Suite 1000
Chicago, Illinois 60611

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (the "**Agreement**") is dated as of the 30th day of November, 2015, between MESA WEST CORE LENDING FUND, LLC, a Delaware limited liability company (together with its successors and/or assigns, "**Lender**"), and Capri Capital Partners, LLC, a Delaware limited liability company (together with its permitted successors and/or assigns, "**Tenant**"), and is consented to by Landlord (as defined below).

RECITALS

A. Tenant is the tenant under a certain lease (the "**Lease**") dated as of September 10, 1999, which has been amended by a First Amendment to Lease dated May 25, 2000, a Second Amendment to Lease dated November 4, 2004, a Third Amendment to Lease dated January 11, 2007, and a Fourth Amendment to Lease dated November 16, 2011, with JHTC Holdings LLC, a Delaware limited liability company (together with all successors-in-interest, "**Landlord**") or its predecessor in interest, of premises described in the Lease (the "**Premises**") located in a certain office building located known as John Hancock Center, 875 North Michigan Avenue, Chicago, Illinois 60611, and more particularly described in Exhibit A attached hereto and made a part hereof (such office building, including the Premises, is hereinafter referred to as the "**Property**").

B. Lender intends to make a loan to Landlord (the "**Loan**") secured by a certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as the same may be amended, restated, supplemented, replaced or otherwise modified, the "**Security Instrument**") by Landlord for the benefit of Lender, which Security Instrument shall encumber the Property and will be recorded with the clerk of the county in which the Property is located.

C. Tenant acknowledges that Lender will rely on this Agreement.

AGREEMENT

For mutual consideration, including the mutual covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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1. The Lease, as the same may hereafter be modified, amended or extended, and all of Tenant's right, title and interest in and to the Premises and all rights, remedies and options of Tenant under the Lease, are and shall be unconditionally subject and subordinate to the Security Instrument and the lien thereof, to all the terms, conditions and provisions of the Security Instrument, to each and every advance made or hereafter made under the Security Instrument, and to all renewals, modifications, consolidations, replacements, substitutions and extensions of the Security Instrument; provided, however, and Lender agrees, that so long as (a) no event has occurred and no condition exists, which would entitle Landlord to terminate the Lease or would cause, without further action of Landlord, the termination of the Lease or would entitle Landlord to dispossess Tenant from the Premises, (b) the term of the Lease has commenced and Tenant is in possession of the Premises, (c) the Lease shall be in full force and effect and shall not have been otherwise modified or supplemented in any way without Lender's prior written consent, (d) Tenant attorns to Lender, which attornment is hereby acknowledged by Tenant as effective and self-operative, without the execution of any other instruments, and (e) neither Lender nor its successors or assigns shall be liable under any warranty of construction contained in the Lease or any implied warranty of construction; then, and in such event, Tenant's leasehold estate under the Lease shall not be terminated, Tenant's possession of the Premises shall not be disturbed by Lender and Lender will accept the attornment of Tenant.

2. Notwithstanding anything to the contrary contained in the Lease, Tenant hereby agrees that in the event of any act, omission or default by Landlord or Landlord's agents, employees, contractors, licensees or invitees which would give Tenant the right, either immediately or after the lapse of a period of time, to terminate the Lease, or to claim a partial or total eviction, or to reduce the rent payable thereunder or credit or offset any amounts against future rents payable thereunder, Tenant will not exercise any such right (i) until it has given written notice of such act, omission or default to Lender by delivering notice of such act, omission or default, in accordance with this Agreement, and (ii) until a period of not less than sixty (60) days for remedying such act, omission or default shall have elapsed following the giving of such notice. Notwithstanding the foregoing, in the case of any default of Landlord which cannot be cured within such sixty (60) day period, if Lender shall within such period proceed promptly to cure the same (including such time as may be necessary to acquire possession of the Premises if possession is necessary to effect such cure) and thereafter shall prosecute the curing of such default with diligence, then the time within which such default may be cured by Lender shall be extended for such period as may be necessary to complete the curing of the same with diligence. Lender's cure of Landlord's default shall not be considered an assumption by Lender of Landlord's other obligations under the Lease. Unless Lender otherwise agrees in writing, Landlord shall remain solely liable to perform Landlord's obligations under the Lease (but only to the extent required by and subject to the limitation included with the Lease), both before and after Lender's exercise of any right or remedy under this Agreement. If Lender or any successor or assign becomes obligated to perform as Landlord under the Lease, such person or entity will be released from those obligations when such person or entity assigns, sells or otherwise transfers its interest in the Premises or the Property.

3. If Lender succeeds to the interest of Landlord or any successor to Landlord (such event, whether a foreclosure, deed-in-lieu of foreclosure or other acquisition, being referred to herein as a "Foreclosure"), in no event shall Lender (a) have any liability for any act or omission of Landlord or any other prior landlord under the Lease which occurs prior to the date Lender succeeds to the rights of Landlord under the Lease, nor any liability for claims, offsets or defenses which Tenant might have had against Landlord or any other prior landlord, (b) be obligated to complete or permit the construction of any improvements under the Lease, except for any obligation arising after Foreclosure and only for any construction or expenditure that a real estate mortgage investment conduit is allowed to make under Section 856(e)(4)(B) of the Internal Revenue Code of 1986, as amended and/or supplemented from time to time, and regulations and rulings thereunder (if applicable), (c) be bound by any rents paid more than one month

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in advance to Landlord or any other prior landlord, (d) be liable for any money (including, without limitation, security deposits) deposited with Landlord or any other prior landlord, or (e) be bound by any modification, amendment, extension or cancellation of the Lease not consented to in writing by Lender; and further provided, that nothing herein shall negate the right of Lender after a Foreclosure to exercise the rights and remedies, including termination of the Lease, of Landlord under the Lease upon the occurrence of an event of default by Tenant under the Lease in accordance therewith. As to any event of default by Tenant under the Lease existing at the time of Foreclosure, such Foreclosure shall not operate to waive or abate any action initiated by Landlord under the Lease to terminate the same on account of such event of default. In no event shall Lender have any personal liability as successor to Landlord and Tenant shall look only to the estate and property of Lender in the Land and the Improvements for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money in the event of any default by Lender as Landlord under the Lease, and no other property or assets of Lender shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to the Lease. Tenant agrees that Lender, as holder of the Security Instrument, and as Landlord under the Lease if it succeeds to that position, shall in no event have any liability for the performance or completion of any initial work or installations or for any loan or contribution or rent concession towards initial work, which are required to be made by Landlord (A) under the Lease or under any related Lease documents or (B) for any space which may hereafter become part of said Premises, and any such requirement shall be non-operative in the event Lender succeeds to the position of Landlord prior to the completion or performance thereof. Tenant further agrees with Lender that Tenant will not voluntarily subordinate the Lease to any lien or encumbrance without Lender's prior written consent.

4. All notices, demands, or other communications under this Agreement shall be in writing and shall be delivered to the appropriate party at the address set forth below (subject to change from time to time by written notice to all other parties to this Agreement). Except when otherwise required by law, any notice which a party is required or may desire to give the other shall be in writing and may be sent by personal delivery or by mail (either (i) by United States registered or certified mail, return receipt requested, postage prepaid, or (ii) by Federal Express or similar generally recognized overnight carrier regularly providing proof of delivery). Any notice so given by mail shall be deemed to have been given as of the date of delivery established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given. Notwithstanding the foregoing, non-receipt of any communication as the result of any change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth hereinabove.

Lender:

Mesa West Capital, LLC
 11755 Wilshire Blvd., Suite 2100
 Los Angeles, CA 90025
 Attention: Ronnie Gul
 Facsimile: (310) 806-6301

Mesa West Capital, LLC
 11755 Wilshire Blvd., Suite 2100
 Los Angeles, CA 90025
 Attention: Loan Notices (JF)
 Facsimile: (310) 806-6301

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Mesa West Capital, LLC
11755 Wilshire Blvd., Suite 2100
Los Angeles, CA 90025
Attention: Mark Zytko
Facsimile: (310) 806-6301

With a Copy To:

Pircher, Nichols & Meeks
900 North Michigan Avenue, Suite 1000
Chicago, Illinois 60611
Attention: Real Estate Notices (MJM/File
No. 4689.88)
Email: realestatenotices@pircher.com

Tenant:

Capri Capital Partners, LLC
875 N. Michigan Ave, Ste 3430
Chicago, IL 60611
Attention: Brian Fargo
Facsimile: 312-573-5265

Landlord:

JHTC Holdings LLC
The Hearn Company
Office of the Building
875 N Michigan Avenue
Chicago, Illinois 60611
RE: John Hancock Center
Attn: Asset Manager
Facsimile: 312.794.7776

With a Copy to:

Cleary Cottleb Steen &
Hamilton LLP
One Liberty Plaza
New York, NY 10006
RE: John Hancock Center
Attn: Daniel C. Reynolds
Facsimile: 212.693.9647

5. Tenant agrees that, notwithstanding any provision hereof to the contrary, the terms of the Security Instrument shall continue to govern with respect to the disposition of any insurance proceeds or eminent domain awards, and any obligations of Landlord to restore the real estate of which the Premises are a part shall, insofar as they apply to Lender, be limited to insurance proceeds or eminent domain awards received by Lender after the deduction of all costs and expenses incurred in obtaining such proceeds or awards.

6. Tenant hereby consents to the assignment of leases and rents from Landlord to Lender under the Security Instrument in connection with the Loan. Tenant acknowledges that the interest of the Landlord under the Lease is to be assigned to Lender solely as security for the purposes specified in said assignments, and Lender shall have no duty, liability or obligation whatsoever under the Lease or any extension or renewal thereof, either by virtue of said assignments or by any subsequent receipt or collection

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of rents thereunder, unless Lender shall specifically undertake such liability in writing or unless Lender or its designee or nominee becomes, and then only with respect to periods in which Lender or its designee or nominee becomes, the fee owner of the Premises. Tenant agrees that upon receipt of a written notice from Lender of a default by Landlord under the Loan, Tenant will thereafter, if requested by Lender, pay rent to Lender in accordance with the terms of the Lease.

7. This Agreement may be executed by in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute and be construed as one and the same instrument. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of New York.

8. The Lease shall not be assigned by Tenant, modified, amended or terminated (except a termination that is permitted in the Lease without Landlord's consent) without Lender's prior written consent in each instance.

9. The term "Lender" as used herein includes any successor or assign of the named Lender herein, including without limitation, any co-lender at the time of making the Loan, any purchaser at a foreclosure sale and any transferee pursuant to a deed in lieu of foreclosure, and their successors and assigns, and the terms "Tenant" and "Landlord" as used herein include any successor and assign of the named Tenant and Landlord herein, respectively; provided, however, that such reference to Tenant's or Landlord's successors and assigns shall not be construed as Lender's consent to any assignment or other transfer by Tenant or Landlord.

10. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect.

11. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought. This Agreement may be executed in counterparts. This Agreement shall be construed in accordance with the laws of the State of New York. The person executing this Agreement on behalf of Tenant is authorized by Tenant to do so and execution hereof is the binding act of Tenant enforceable against Tenant.

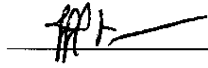
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Witness the execution hereof as of the date first above written.

LENDER:

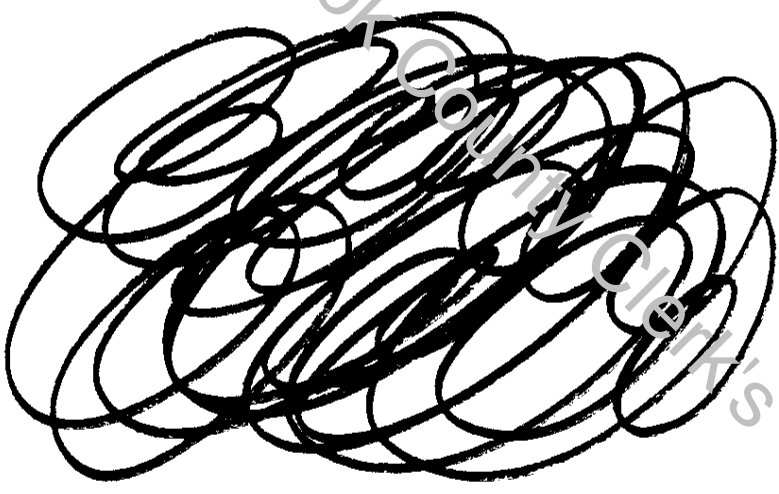
MESA WEST CORE LENDING FUND, LLC,
a Delaware limited liability company

By:  _____

Name: Jeff Friedman

Title: Principal

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ACKNOWLEDGMENT

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.

State of California
County of Los Angeles

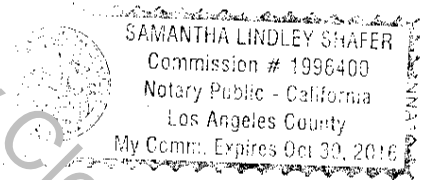
On December 4, 2015 before me, Samantha Lindley Shafer
(insert name and title of the officer)

personally appeared Jeff Friedman
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Sandra Shafer* (Seal)



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Witness the execution hereof as of the date first above written.

LENDER:

MESA WEST CORE LENDING FUND, LLC, Delaware limited liability company

By: _____
Name: _____
Title: _____

TENANT:

Capri Capital Partners, LLC,
a Delaware limited liability company

By: Brian Fargo
Name: Brian Fargo
Title: Vice Chairman, Executive Chief Financial + Compliance Officer

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STATE OF _____)
) ss.
COUNTY OF _____)

On _____, before me, _____, a Notary Public in and for said state, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

My commission expires: _____

STATE OF Illinois)
) ss.
COUNTY OF Cook)

On November 30, before me, Gretchen Haughey, a Notary Public in and for said state, personally appeared Brian Fargo, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Gretchen Haughey

Notary Public in and for said State

My commission expires: 10/29/16



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The undersigned Landlord hereby consents to the foregoing Agreement and confirms the facts stated in the foregoing Agreement.

LANDLORD:

JHTC HOLDINGS LLC,
a Delaware limited liability company

By: _____

Name: Stephen G. Hearn

Title: Authorized Signatory

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STATE OF IL)
COUNTY OF COOK) ss.

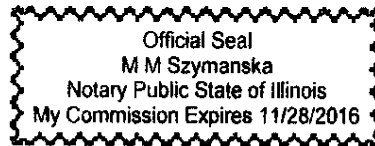
On December 8, 2015, before me, M.M. Szymanska, a Notary Public in and for said state, personally appeared Stephen G. Hearn, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

M.M. Szymanska

Notary Public in and for said State

My commission expires: 11/28/2016

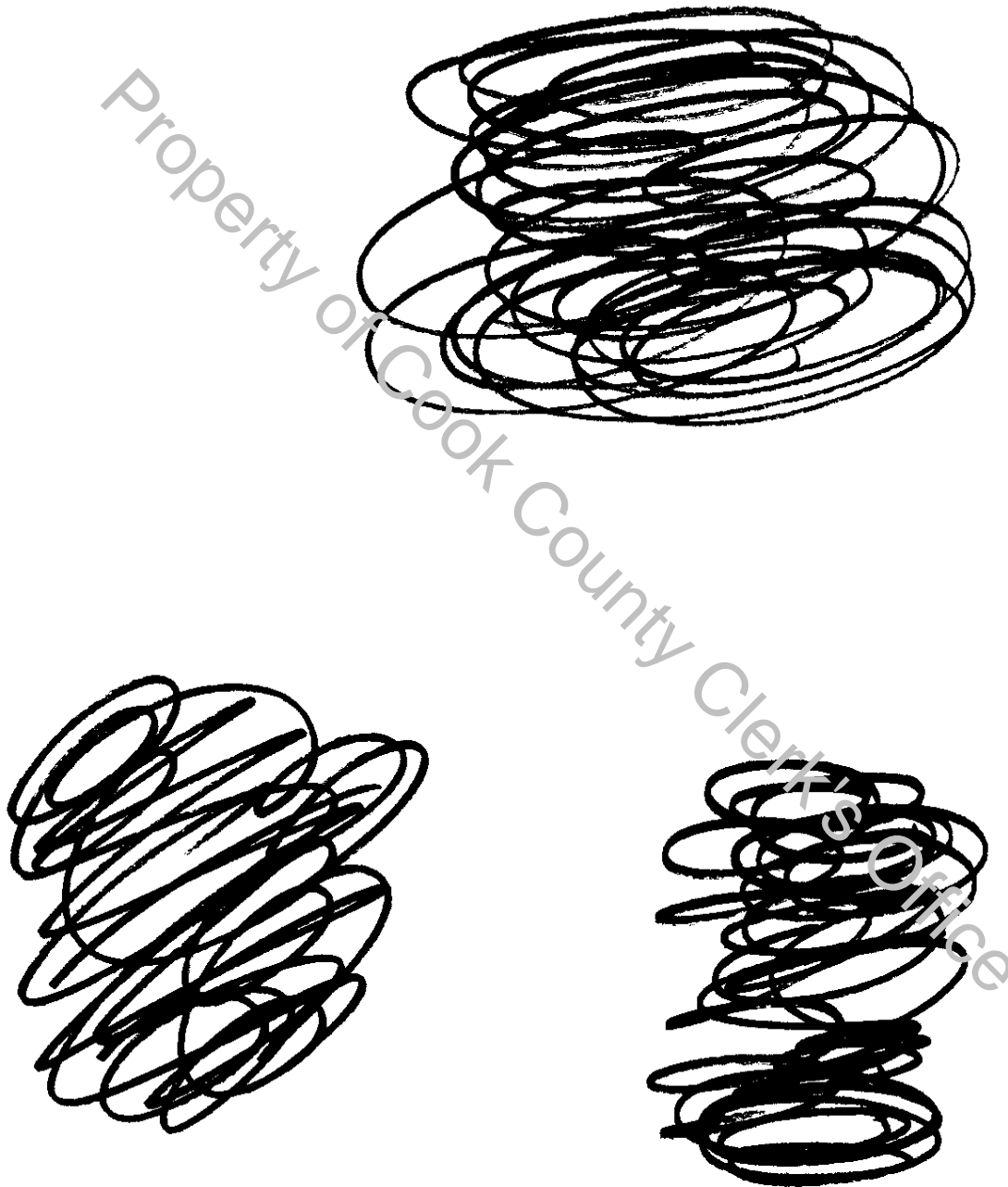


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EXHIBIT "A"

DESCRIPTION OF LAND



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Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

JHC BASE PARCEL:

THOSE PARTS OF THE LAND, PROPERTY AND SPACE, BELOW, AT AND ABOVE THE SURFACE OF THE EARTH, LOCATED WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD AND DOWNWARD FROM THE SURFACE OF THE EARTH, OF A PARCEL OF LAND COMPRISED OF LOT 17 (EXCEPT THE EAST 16 FEET THEREOF) AND ALL OF LOTS 18 TO 28 INCLUSIVE, IN THE LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCKS 14 AND 20 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO LOTS 1 TO 4 INCLUSIVE IN COUNTY CLERK'S DIVISION OF THE WEST 300 FEET OF THAT PART OF LOTS 16, 17, 18 AND 19 OF BLOCK 14 LYING EAST OF THE LINCOLN PARK BOULEVARD IN THE CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND CONTAINED WITHIN THE PARCELS OF LAND, PROPERTY AND SPACE DESCRIBED AS "JHC OFFICE PARCEL", LYING WITHIN AND ADJOINING THE BUILDING SITUATED ON SAID PARCEL OF LAND AND KNOWN AS 875 NORTH MICHIGAN AVENUE, CHICAGO, ILLINOIS.

BUILDING CENTER LINE DEFINITION:

THE NORTH AND SOUTH CENTER LINE OF SAID BUILDING KNOWN AS 875 NORTH MICHIGAN AVENUE, CHICAGO, ILLINOIS, SITUATED UPON THE PARCEL OF LAND HEREINAFTER DESCRIBED, IS A LINE 224.92 FEET, MEASURED ALONG THE SOUTH LINE OF SAID PARCEL OF LAND, EAST FROM AND PARALLEL WITH THE WEST LINE OF SAID PARCEL OF LAND; AND THE EAST AND WEST CENTER LINE OF SAID BUILDING IS A LINE, PERPENDICULAR TO THE WEST LINE OF SAID PARCEL OF LAND, WHICH INTERSECTS SAID WEST LINE AT A POINT 110.52 FEET, MEASURED ALONG SAID WEST LINE, NORTH FROM THE SOUTHWEST CORNER OF SAID PARCEL OF LAND.

JHC OFFICE PARCEL:

THOSE PARTS OF THE LAND, PROPERTY AND SPACE, BELOW, AT AND ABOVE THE SURFACE OF THE EARTH, LOCATED WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD AND DOWNWARD FROM THE SURFACE OF THE EARTH, OF A PARCEL OF LAND COMPRISED OF LOT 17 (EXCEPT THE EAST 16 FEET THEREOF) AND ALL OF LOTS 18 TO 28 INCLUSIVE, IN THE LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCKS 14 AND 20 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO LOTS 1 TO 4 INCLUSIVE IN COUNTY CLERK'S DIVISION OF THE WEST 300 FEET OF THAT PART OF LOTS 16, 17, 18 AND 19 OF BLOCK 14 LYING EAST OF THE LINCOLN

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PARK BOULEVARD IN THE CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL QUARTER OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND CONTAINED WITHIN THE PARCELS OF LAND, PROPERTY AND SPACE, LYING WITHIN AND ADJOINING THE BUILDING SITUATED ON SAID PARCEL OF LAND AND KNOWN AS 875 NORTH MICHIGAN AVENUE, CHICAGO, ILLINOIS;

EXCEPTING THEREFROM THOSE PORTIONS WITHIN SAID BUILDING FALLING WITHIN THE FOLLOWING PARCELS:

- 1) THE RESIDENTIAL CONDOMINIUM PARCELS KNOWN AS THE "175 EAST DELAWARE PLACE CONDOMINIUM" RECORDED IN AUGUST, SEPTEMBER, OCTOBER AND NOVEMBER, 1973 WITH THE COOK COUNTY, ILLINOIS RECORDER OF DEEDS AS DOCUMENT 22434263 (INCLUDES ELEVATOR NOS. 7, 8, 9, 32, 33, 34, 35, 36)
- 2) JHC RETAIL PARCEL, AS DESCRIBED IN EXHIBIT E OF THE AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED MARCH 29, 2013 AS DOCUMENT 1308819053 ("AMENDMENT")
- 3) JHC BROADCAST PARCEL (INCLUDES PENTHOUSE BROADCAST PARCELS 1, 2, 3 AND 4, EAST AND WEST TRANSMISSION LINE CYLINDERS, "VENTURE TECH" AND "WXRT" PARCELS), AS DESCRIBED IN EXHIBIT A OF THE AMENDMENT
- 4) JHC OBSERVATORY PARCEL (INCLUDES ELEVATOR NO. 1, CONCOURSE QUEUING AREA AND CONCOURSE QUEUING ENTRANCE), AS DESCRIBED IN EXHIBIT D OF THE AMENDMENT
- 5) JHC RESTAURANT PARCEL (INCLUDES ELEVATOR NO. 3), AS DESCRIBED IN EXHIBIT C OF THE AMENDMENT;

ALL IN COOK COUNTY, ILLINOIS.

TOGETHER WITH THE FOLLOWING DESCRIBED ELEVATOR AND TRANSMISSION LINE SHAFTS:

ELEVATOR NO. 2:

BEING THAT PART OF THE PROPERTY AND SPACE WITHIN SAID BUILDING KNOWN AS 875 NORTH MICHIGAN AVENUE, CHICAGO, ILLINOIS, OCCUPIED BY ELEVATOR NUMBER 2, AND BY THE ROOMS HOUSING THE MACHINERY AND EQUIPMENT NECESSARY FOR THE OPERATION OF SAID ELEVATOR; SAID PART OF SAID PROPERTY AND SPACE WITHIN SAID BUILDING LYING BETWEEN THE UPPER SURFACE OF THE FLOOR IN THE ELEVATOR PITS NUMBERED 1, 2 AND 3 (SAID UPPER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF -21.55 FEET BELOW CHICAGO CITY DATUM), AND THE LOWER

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SURFACE OF THE ROOF SLAB IN SAID BUILDING (SAID LOWER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF 1118.49 FEET ABOVE CHICAGO CITY DATUM); AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD FROM THE FLOOR IN SAID ELEVATOR PITS, OF THAT PART OF SAID PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHICH IS 30.65 FEET MEASURED PERPENDICULARLY, EAST FROM THE NORTH AND SOUTH CENTER LINE, HEREINAFTER DEFINED, AND 15.95 FEET, MEASURED PERPENDICULARLY, NORTH FROM THE EAST AND WEST CENTER LINE, HEREINAFTER DEFINED, OF SAID BUILDING, AND RUNNING THENCE ALONG LINES WHICH ARE PARALLEL WITH SAID BUILDING CENTER LINES, THE FOLLOWING COURSES AND DISTANCES;

EAST 8.81 FEET;
 SOUTH 9.49 FEET TO THE POINT OF BEGINNING;
 THENCE CONTINUING SOUTH 9.49 FEET;
 WEST 0.50 OF A FOOT;
 SOUTH 1.20 FEET;
 WEST 8.31 FEET;
 NORTH 10.69 FEET; AND THENCE
 EAST 8.81 FEET TO THE POINT OF BEGINNING;
 ALL IN COOK COUNTY, ILLINOIS.

ELEVATOR NO. 4:

BEING THAT PART OF THE PROPERTY AND SPACE WITHIN SAID BUILDING KNOWN AS 875 NORTH MICHIGAN AVENUE, CHICAGO, ILLINOIS, OCCUPIED BY ELEVATOR NUMBER 4, AND BY THE ROOMS HOUSING THE MACHINERY AND EQUIPMENT NECESSARY FOR THE OPERATION OF SAID ELEVATOR; SAID PART OF SAID PROPERTY AND SPACE WITHIN SAID BUILDING LYING BETWEEN THE UPPER SURFACE OF THE FLOOR IN ELEVATOR PIT NUMBER 4 (SAID UPPER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF -21.55 FEET BELOW CHICAGO CITY DATUM), AND THE LOWER SURFACE OF THE CEILING OF SAID MACHINE ROOM (SAID LOWER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF 1122.49 FEET ABOVE CHICAGO CITY DATUM); AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD FROM THE FLOOR IN SAID ELEVATOR PIT, OF THAT PART OF SAID PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS 12.04 FEET MEASURED PERPENDICULARLY, WEST FROM THE NORTH AND SOUTH CENTER LINE, HEREINAFTER DEFINED, AND 6.13 FEET, MEASURED PERPENDICULARLY, SOUTH FROM THE EAST AND WEST CENTER LINE, HEREINAFTER DEFINED, OF SAID BUILDING, AND RUNNING THENCE ALONG LINES WHICH ARE PARALLEL WITH SAID BUILDING CENTER LINES, THE FOLLOWING COURSES AND DISTANCES;

SOUTH 9.41 FEET;
 WEST 7.93 FEET;
 NORTH 9.12 FEET;
 EAST 1.01 FEET;

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NORTH 0.29 OF A FOOT; AND THENCE
EAST 6.92 FEET TO THE POINT OF BEGINNING;
IN COOK COUNTY, ILLINOIS.

ELEVATOR NO. 5:

BEING THAT PART OF THE PROPERTY AND SPACE WITHIN SAID BUILDING KNOWN AS 875 NORTH MICHIGAN AVENUE, CHICAGO, ILLINOIS, OCCUPIED BY ELEVATOR NUMBER 5, AND BY THE ROOMS HOUSING THE MACHINERY AND EQUIPMENT NECESSARY FOR THE OPERATION OF SAID ELEVATOR; SAID PART OF SAID PROPERTY AND SPACE WITHIN SAID BUILDING LYING BETWEEN THE UPPER SURFACE OF THE FLOOR IN ELEVATOR PIT NUMBER 5 (SAID UPPER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF -21.55 FEET BELOW CHICAGO CITY DATUM), AND THE LOWER SURFACE OF THE FLOOR SLAB OF THE 46TH FLOOR IN SAID BUILDING (SAID LOWER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF 582.54 FEET ABOVE CHICAGO CITY DATUM), AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD FROM THE UPPER SURFACE OF THE FLOOR IN SAID ELEVATOR PIT, OF THAT PART OF SAID PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 10.82 FEET, MEASURED PERPENDICULARLY, EAST FROM THE NORTH AND SOUTH CENTER LINE, HEREINAFTER DEFINED, AND 15.73 FEET, MEASURED PERPENDICULARLY, SOUTH FROM THE EAST AND WEST CENTER LINE, HEREINAFTER DEFINED, OF SAID BUILDING, AND RUNNING THENCE ALONG LINES WHICH ARE PARALLEL WITH SAID BUILDING CENTER LINES, THE FOLLOWING COURSES AND DISTANCES:

EAST 8.01 FEET;

SOUTH 10.01 FEET;

WEST 8.01 FEET; AND THENCE

NORTH 10.01 FEET TO THE POINT OF BEGINNING;

ALL IN COOK COUNTY, ILLINOIS.

ELEVATOR NO. 6:

BEING THAT PART OF THE PROPERTY AND SPACE WITHIN SAID BUILDING KNOWN AS 875 NORTH MICHIGAN AVENUE, CHICAGO, ILLINOIS, OCCUPIED BY ELEVATOR NUMBER 6, AND BY THE ROOMS HOUSING THE MACHINERY AND EQUIPMENT NECESSARY FOR THE OPERATION OF SAID ELEVATOR; SAID PART OF SAID PROPERTY AND SPACE WITHIN SAID BUILDING LYING BETWEEN THE UPPER SURFACE OF THE FLOOR IN ELEVATOR PIT NUMBER 6 (SAID UPPER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF -21.55 FEET BELOW CHICAGO CITY DATUM), AND THE LOWER SURFACE OF THE FLOOR SLAB OF THE 46TH FLOOR IN SAID BUILDING (SAID LOWER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF 582.54 FEET ABOVE CHICAGO CITY DATUM), AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD FROM THE UPPER SURFACE OF THE FLOOR IN SAID

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ELEVATOR PIT, OF THAT PART OF SAID PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 37.80 FEET, MEASURED PERPENDICULARLY, EAST FROM THE NORTH AND SOUTH CENTER LINE, HEREINAFTER DEFINED, AND 16.33 FEET, MEASURED PERPENDICULARLY, SOUTH FROM THE EAST AND WEST CENTER LINE, HEREINAFTER DEFINED, OF SAID BUILDING, AND RUNNING THENCE ALONG LINES WHICH ARE PARALLEL WITH SAID BUILDING CENTER LINES, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 9.41 FEET;

WEST 9.79 FEET;

NORTH 9.41 FEET; AND THENCE

EAST 9.79 FEET TO THE POINT OF BEGINNING;

ALL IN COOK COUNTY, ILLINOIS.

ELEVATOR NOS. 25, 26, 27:

BEING A PART OF THE PROPERTY AND SPACE WITHIN SAID BUILDING KNOWN AS 875 NORTH MICHIGAN AVENUE, CHICAGO, ILLINOIS, OCCUPIED BY ELEVATORS NUMBERED 25, 26 AND 27, AND BY THE ROOMS HOUSING THE MACHINERY AND EQUIPMENT NECESSARY FOR THE OPERATION OF SAID ELEVATORS; SAID PART OF SAID PROPERTY AND SPACE WITHIN SAID BUILDING LYING BETWEEN THE UPPER SURFACE OF THE FLOOR IN ELEVATOR PITS NUMBERED 25, 26 AND 27 (SAID UPPER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF -4.94 FEET BELOW CHICAGO CITY DATUM), AND THE LOWER SURFACE OF THE FLOOR SLAB OF THE 26TH FLOOR IN SAID BUILDING (SAID LOWER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF 325.75 FEET ABOVE CHICAGO CITY DATUM); AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD FROM THE FLOOR IN SAID ELEVATOR PITS, OF THAT PART OF SAID PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 60.81 FEET, MEASURED PERPENDICULARLY, WEST FROM THE NORTH AND SOUTH CENTER LINE, HEREINAFTER DEFINED, AND 20.79 FEET, MEASURED PERPENDICULARLY, NORTH FROM THE EAST AND WEST CENTER LINE, HEREINAFTER DEFINED, OF SAID BUILDING, AND RUNNING THENCE ALONG LINES WHICH ARE PARALLEL WITH SAID BUILDING CENTER LINES, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 30.87 FEET;

EAST 9.83 FEET;

NORTH 30.87 FEET; AND THENCE

WEST 9.83 FEET TO THE POINT OF BEGINNING;

ALL IN COOK COUNTY, ILLINOIS.

ELEVATOR NOS. 29, 30, 31:

BEING A PART OF THE PROPERTY AND SPACE WITHIN SAID BUILDING KNOWN AS 875 NORTH MICHIGAN AVENUE, CHICAGO, ILLINOIS, OCCUPIED BY ELEVATORS

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NUMBERED 29, 30 AND 31, AND BY THE ROOMS HOUSING THE MACHINERY AND EQUIPMENT NECESSARY FOR THE OPERATION OF SAID ELEVATORS; SAID PART OF SAID PROPERTY AND SPACE WITHIN SAID BUILDING LYING BETWEEN THE UPPER SURFACE OF THE FLOOR IN ELEVATOR PITS NUMBERED 29, 30 AND 31 (SAID UPPER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF -4.94 FEET BELOW CHICAGO CITY DATUM), AND THE LOWER SURFACE OF THE FLOOR SLAB OF THE 26TH FLOOR IN SAID BUILDING (SAID LOWER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF 325.75 FEET ABOVE CHICAGO CITY DATUM); AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD FROM THE FLOOR IN SAID ELEVATOR PITS, OF THAT PART OF SAID PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 72.69 FEET, MEASURED PERPENDICULARLY, WEST FROM THE NORTH AND SOUTH CENTER LINE, HEREINAFTER DEFINED, AND 20.90 FEET, MEASURED PERPENDICULARLY, NORTH FROM THE EAST AND WEST CENTER LINE, HEREINAFTER DEFINED, OF SAID BUILDING, AND RUNNING THENCE ALONG LINES WHICH ARE PARALLEL WITH SAID BUILDING CENTER LINES, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 30.86 FEET;

WEST 8.80 FEET;

NORTH 30.86 FEET; AND THENCE

EAST 8.80 FEET TO THE POINT OF BEGINNING;

ALL IN COOK COUNTY, ILLINOIS.

ELEVATOR NOS. F7, F8:

BEING A PART OF THE PROPERTY AND SPACE WITHIN SAID BUILDING KNOWN AS 875 NORTH MICHIGAN AVENUE, CHICAGO, ILLINOIS OCCUPIED BY ELEVATORS NUMBERED F7 AND F8, AND BY THE ROOMS HOUSING THE MACHINERY AND EQUIPMENT NECESSARY FOR THE OPERATION OF SAID ELEVATORS; SAID PART OF SAID PROPERTY AND SPACE WITHIN SAID BUILDING LYING BETWEEN THE UPPER SURFACE OF THE FLOOR IN ELEVATOR PITS NUMBERED F7 AND F8 (SAID UPPER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF -21.55 FEET BELOW CHICAGO CITY DATUM), AND THE LOWER SURFACE OF THE FLOOR SLAB OF THE 7TH FLOOR IN SAID BUILDING (SAID LOWER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF 88.58 FEET ABOVE CHICAGO CITY DATUM); AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD FROM THE FLOOR IN SAID ELEVATOR PITS, OF THAT PART OF SAID PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 20.25 FEET, MEASURED PERPENDICULARLY, EAST FROM THE NORTH AND SOUTH CENTER LINE, HEREINAFTER DEFINED, AND 35.67 FEET, MEASURED PERPENDICULARLY, NORTH FROM THE EAST AND WEST CENTER LINE, HEREINAFTER DEFINED, OF SAID BUILDING, AND RUNNING THENCE ALONG LINES WHICH ARE PARALLEL WITH SAID BUILDING CENTER LINES, THE FOLLOWING COURSES AND DISTANCES:

NORTH 7.56 FEET;

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EAST 19.16 FEET;
SOUTH 7.56 FEET; AND THENCE
WEST 19.16 FEET TO THE POINT OF BEGINNING;
ALL IN COOK COUNTY, ILLINOIS.

ELEVATOR NOS. 16, 17, 18, 19:

BEING A PART OF THE PROPERTY AND SPACE WITHIN SAID BUILDING KNOWN AS 875 NORTH MICHIGAN AVENUE, CHICAGO, ILLINOIS, OCCUPIED BY ELEVATORS NUMBERED 16, 17, 18 AND 19, AND BY THE ROOMS HOUSING THE MACHINERY AND EQUIPMENT NECESSARY FOR THE OPERATION OF SAID ELEVATORS; SAID PART OF SAID PROPERTY AND SPACE WITHIN SAID BUILDING LYING BETWEEN THE UPPER SURFACE OF THE FLOOR IN ELEVATOR PITS NUMBERED 16, 17, 18 AND 19 (SAID UPPER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF -4.94 FEET BELOW CHICAGO CITY DATUM), AND THE LOWER SURFACE OF THE FLOOR SLAB OF THE 38TH FLOOR IN SAID BUILDING (SAID LOWER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF 479.03 FEET ABOVE CHICAGO CITY DATUM); AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD FROM THE FLOOR IN SAID ELEVATOR PITS, OF THAT PART OF SAID PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 20.98 FEET, MEASURED PERPENDICULARLY, WEST FROM THE NORTH AND SOUTH CENTER LINE, HEREINAFTER DEFINED, AND 19.83 FEET, MEASURED PERPENDICULARLY, SOUTH FROM THE EAST AND WEST CENTER LINE, HEREINAFTER DEFINED, OF SAID BUILDING, AND RUNNING THENCE ALONG LINES WHICH ARE PARALLEL WITH SAID BUILDING CENTER LINES, THE FOLLOWING COURSES AND DISTANCES:

NORTH 40.36 FEET;
WEST 8.46 FEET;
SOUTH 40.36 FEET; AND THENCE
EAST 8.46 FEET TO THE POINT OF BEGINNING;
ALL IN COOK COUNTY, ILLINOIS.

ELEVATOR NOS. 20, 21, 22, 23:

BEING A PART OF THE PROPERTY AND SPACE WITHIN SAID BUILDING KNOWN AS 875 NORTH MICHIGAN AVENUE, CHICAGO, ILLINOIS, OCCUPIED BY ELEVATORS NUMBERED 20, 21, 22 AND 23, AND BY THE ROOMS HOUSING THE MACHINERY AND EQUIPMENT NECESSARY FOR THE OPERATION OF SAID ELEVATORS; SAID PART OF SAID PROPERTY AND SPACE WITHIN SAID BUILDING LYING BETWEEN THE UPPER SURFACE OF THE FLOOR IN ELEVATOR PITS NUMBERED 20, 21, 22 AND 23 (SAID UPPER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF -4.94 FEET BELOW CHICAGO CITY DATUM), AND THE LOWER SURFACE OF THE FLOOR SLAB OF THE 38TH FLOOR IN SAID BUILDING (SAID LOWER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF 479.03 FEET ABOVE CHICAGO CITY DATUM); AND LYING WITHIN THE

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BOUNDARIES, PROJECTED VERTICALLY UPWARD FROM THE FLOOR IN SAID ELEVATOR PITS, OF THAT PART OF SAID PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 41.66 FEET, MEASURED PERPENDICULARLY, WEST FROM THE NORTH AND SOUTH CENTER LINE, HEREINAFTER DEFINED, AND 19.62 FEET, MEASURED PERPENDICULARLY, SOUTH FROM THE EAST AND WEST CENTER LINE, HEREINAFTER DEFINED, OF SAID BUILDING, AND RUNNING THENCE ALONG LINES WHICH ARE PARALLEL WITH SAID BUILDING CENTER LINES, THE FOLLOWING COURSES AND DISTANCES:

NORTH 40.41 FEET;
WEST 9.32 FEET;
SOUTH 40.41 FEET; AND THENCE
EAST 9.32 FEET TO THE POINT OF BEGINNING;
ALL IN COOK COUNTY, ILLINOIS.

ELEVATOR NOS. 10, 11:

BEING A PART OF THE PROPERTY AND SPACE WITHIN SAID BUILDING KNOWN AS 875 NORTH MICHIGAN AVENUE, CHICAGO, ILLINOIS, OCCUPIED BY ELEVATORS NUMBERED 10 AND 11, AND BY THE ROOMS HOUSING THE MACHINERY AND EQUIPMENT NECESSARY FOR THE OPERATION OF SAID ELEVATORS; SAID PART OF SAID PROPERTY AND SPACE WITHIN SAID BUILDING LYING BETWEEN THE UPPER SURFACE OF THE FLOOR IN ELEVATOR PITS NUMBERED 10 AND 11 (SAID UPPER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF - 4.94 FEET BELOW CHICAGO CITY DATUM), AND THE LOWER SURFACE OF THE FLOOR SLAB OF THE 44TH FLOOR IN SAID BUILDING (SAID LOWER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF 557.92 FEET ABOVE CHICAGO CITY DATUM); AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD FROM THE FLOOR IN SAID ELEVATOR PITS, OF THAT PART OF SAID PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 10.65 FEET, MEASURED PERPENDICULARLY, EAST FROM THE NORTH AND SOUTH CENTER LINE, HEREINAFTER DEFINED, AND 5.81 FEET, MEASURED PERPENDICULARLY, NORTH FROM THE EAST AND WEST CENTER LINE, HEREINAFTER DEFINED, OF SAID BUILDING, AND RUNNING THENCE ALONG LINES WHICH ARE PARALLEL WITH SAID BUILDING CENTER LINES, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 21.38 FEET;
EAST 8.94 FEET;
NORTH 21.38 FEET; AND THENCE
WEST 8.94 FEET TO THE POINT OF BEGINNING;
ALL IN COOK COUNTY, ILLINOIS.

ELEVATOR NO. 13:

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BEING THAT PART OF THE PROPERTY AND SPACE WITHIN SAID BUILDING KNOWN AS 875 NORTH MICHIGAN AVENUE, CHICAGO, ILLINOIS, OCCUPIED BY ELEVATOR NUMBER 13, AND BY THE ROOMS HOUSING THE MACHINERY AND EQUIPMENT NECESSARY FOR THE OPERATION OF SAID ELEVATOR; SAID PART OF SAID PROPERTY LYING BETWEEN THE UPPER SURFACE OF THE FLOOR IN ELEVATOR PIT NUMBERED 13 (SAID UPPER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF -4.94 FEET BELOW CHICAGO CITY DATUM), AND THE LOWER SURFACE OF THE MECHANICAL OVER-RIDE IN SAID ELEVATOR SHAFT (SAID LOWER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF 547.09 FEET ABOVE CHICAGO CITY DATUM); AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD FROM THE FLOOR IN SAID ELEVATOR PIT, OF THAT PART OF SAID PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 8.35 FEET, MEASURED PERPENDICULARLY, WEST FROM THE NORTH AND SOUTH CENTER LINE, HEREINAFTER DEFINED, AND 6.13 FEET, MEASURED PERPENDICULARLY, SOUTH FROM THE EAST AND WEST CENTER LINE, HEREINAFTER DEFINED, OF SAID BUILDING, AND RUNNING THENCE ALONG LINES WHICH ARE PARALLEL WITH SAID BUILDING CENTER LINES THE FOLLOWING COURSES AND DISTANCES:

EAST 7.31 FEET;

SOUTH 0.29 OF A FOOT;

EAST 0.60 OF A FOOT;

SOUTH 9.44 FEET;

WEST 7.91 FEET; AND THENCE

NORTH 9.73 FEET TO THE POINT OF BEGINNING;

ALL IN COOK COUNTY, ILLINOIS.

ELEVATOR NOS. 14, 15:

BEING A PART OF THE PROPERTY AND SPACE WITHIN SAID BUILDING KNOWN AS 875 NORTH MICHIGAN AVENUE, CHICAGO, ILLINOIS, OCCUPIED BY ELEVATORS NUMBERED 14 AND 15, AND BY THE ROOMS HOUSING THE MACHINERY AND EQUIPMENT NECESSARY FOR THE OPERATION OF SAID ELEVATORS; SAID PART OF SAID PROPERTY AND SPACE WITHIN SAID BUILDING LYING BETWEEN THE UPPER SURFACE OF THE FLOOR IN ELEVATOR PITS NUMBERED 14 AND 15 (SAID UPPER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF -4.94 FEET BELOW CHICAGO CITY DATUM), AND THE LOWER SURFACE OF THE MECHANICAL OVER-RIDE IN SAID ELEVATOR SHAFTS (SAID LOWER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF 547.09 FEET ABOVE CHICAGO CITY DATUM); AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD FROM THE FLOOR IN SAID ELEVATOR PITS, OF THAT PART OF SAID PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 1.27 FEET, MEASURED PERPENDICULARLY, WEST FROM THE NORTH AND SOUTH CENTER LINE, HEREINAFTER DEFINED, AND 2.97 FEET, MEASURED PERPENDICULARLY, SOUTH FROM THE EAST AND WEST

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CENTER LINE, HEREINAFTER DEFINED, OF SAID BUILDING, AND RUNNING THENCE ALONG LINES WHICH ARE PARALLEL WITH SAID BUILDING CENTER LINES, THE FOLLOWING COURSES AND DISTANCES:

NORTH 18.33 FEET;

WEST 8.69 FEET;

SOUTH 18.33 FEET; AND THENCE

EAST 8.69 FEET TO THE POINT OF BEGINNING;

ALL IN COOK COUNTY, ILLINOIS.

ELEVATOR NO. 24:

BEING A PART OF THE PROPERTY AND SPACE WITHIN SAID BUILDING KNOWN AS 875 NORTH MICHIGAN AVENUE, CHICAGO, ILLINOIS, OCCUPIED BY ELEVATOR NUMBER 24, AND BY THE ROOMS HOUSING THE MACHINERY AND EQUIPMENT NECESSARY FOR THE OPERATION OF SAID ELEVATOR; SAID PART OF SAID PROPERTY AND SPACE WITHIN SAID BUILDING LYING BETWEEN THE UPPER SURFACE OF THE FLOOR IN ELEVATOR PIT NUMBER 24 (SAID UPPER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF -4.94 FEET BELOW CHICAGO CITY DATUM), AND THE LOWER SURFACE OF THE FLOOR SLAB OF THE 26TH FLOOR IN SAID BUILDING (SAID LOWER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF 325.75 FEET ABOVE CHICAGO CITY DATUM); AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD FROM THE FLOOR IN SAID ELEVATOR PIT, OF THAT PART OF SAID PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 53.28 FEET, MEASURED PERPENDICULARLY, WEST FROM THE NORTH AND SOUTH CENTER LINE, HEREINAFTER DEFINED, AND 17.38 FEET, MEASURED PERPENDICULARLY, SOUTH FROM THE EAST AND WEST CENTER LINE, HEREINAFTER DEFINED, OF SAID BUILDING, AND RUNNING THENCE ALONG LINES WHICH ARE PARALLEL WITH SAID BUILDING CENTER LINES, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 9.01 FEET;

WEST 9.38 FEET;

NORTH 9.01 FEET; AND THENCE

EAST 9.38 FEET TO THE POINT OF BEGINNING;

ALL IN COOK COUNTY, ILLINOIS.

ELEVATOR NO. 28:

BEING A PART OF THE PROPERTY AND SPACE WITHIN SAID BUILDING KNOWN AS 875 NORTH MICHIGAN AVENUE, CHICAGO, ILLINOIS, OCCUPIED BY ELEVATOR NUMBER 28, AND BY THE ROOMS HOUSING THE MACHINERY AND EQUIPMENT NECESSARY FOR THE OPERATION OF SAID ELEVATOR; SAID PART OF SAID PROPERTY AND SPACE WITHIN SAID BUILDING LYING BETWEEN THE UPPER SURFACE OF THE FLOOR IN ELEVATOR PIT NUMBER 28; (SAID UPPER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF -4.94 FEET BELOW CHICAGO CITY DATUM), AND THE LOWER SURFACE OF THE FLOOR SLAB OF THE

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26TH FLOOR IN SAID BUILDING (SAID LOWER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF 325.75 FEET ABOVE CHICAGO CITY DATUM); AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD FROM THE FLOOR IN SAID ELEVATOR PIT, OF THAT PART OF SAID PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 73.86 FEET, MEASURED PERPENDICULARLY, WEST FROM THE NORTH AND SOUTH CENTER LINE, HEREINAFTER DEFINED, AND 16.63 FEET, MEASURED PERPENDICULARLY, SOUTH FROM THE EAST AND WEST CENTER LINE, HEREINAFTER DEFINED, OF SAID BUILDING, AND RUNNING THENCE ALONG LINES WHICH UNLESS OTHERWISE NOTED ARE PARALLEL WITH SAID BUILDING CENTER LINES, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 9.09 FEET;

WEST 8.80 FEET;

NORTH 9.09 FEET; AND THENCE

EAST 8.80 FEET TO THE POINT OF BEGINNING;

ALL IN COOK COUNTY, ILLINOIS.

ELEVATOR NO. 42:

BEING A PART OF THE PROPERTY AND SPACE WITHIN SAID BUILDING KNOWN AS 875 NORTH MICHIGAN AVENUE, CHICAGO, ILLINOIS, OCCUPIED BY ELEVATOR NUMBER 42, AND BY THE ROOMS HOUSING THE MACHINERY AND EQUIPMENT NECESSARY FOR THE OPERATION OF SAID ELEVATOR; SAID PART OF SAID PROPERTY AND SPACE WITHIN SAID BUILDING LYING BETWEEN THE UPPER SURFACE OF THE FLOOR IN ELEVATOR PIT NUMBER 42 (SAID UPPER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF -4.94 FEET BELOW CHICAGO CITY DATUM), AND THE LOWER SURFACE OF THE FLOOR SLAB OF THE 14TH FLOOR IN SAID BUILDING (SAID LOWER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF 175.89 FEET ABOVE CHICAGO CITY DATUM); AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD FROM THE FLOOR IN SAID ELEVATOR PIT, OF THAT PART OF SAID PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 70.26 FEET, MEASURED PERPENDICULARLY, EAST FROM THE NORTH AND SOUTH CENTER LINE, HEREINAFTER DEFINED, AND 15.81 FEET, MEASURED PERPENDICULARLY, NORTH FROM THE EAST AND WEST CENTER LINE, HEREINAFTER DEFINED, OF SAID BUILDING, AND RUNNING THENCE ALONG LINES WHICH UNLESS OTHERWISE NOTED ARE PARALLEL WITH SAID BUILDING CENTER LINES, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 6.46 FEET;

EAST 9.79 FEET;

NORTH 6.46 FEET; AND THENCE

WEST 9.79 FEET TO THE POINT OF BEGINNING;

ALL IN COOK COUNTY, ILLINOIS.

EAST TRANSMISSION LINE SHAFT:

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BEING THAT PART OF THE PROPERTY AND SPACE WITHIN SAID BUILDING KNOWN AS 875 NORTH MICHIGAN AVENUE, CHICAGO, ILLINOIS, OCCUPIED BY THE EAST TRANSMISSION LINE SHAFT; SAID PART OF SAID PROPERTY AND SPACE WITHIN SAID BUILDING LYING BETWEEN THE UPPER SURFACE OF THE FLOOR SLAB OF THE 97TH FLOOR IN SAID BUILDING (SAID UPPER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF 1078.19 FEET ABOVE CHICAGO CITY DATUM), AND THE LOWER SURFACE OF THE EAST TRANSMISSION LINE CYLINDER IN SAID BUILDING (SAID LOWER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF 1114.02 FEET ABOVE CHICAGO CITY DATUM); AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD FROM THE UPPER SURFACE OF FLOOR SLAB OF THE 97TH FLOOR, OF THAT PART OF SAID PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 48.55 FEET MEASURED PERPENDICULARLY, EAST FROM THE NORTH AND SOUTH CENTER LINE, HEREINAFTER DEFINED, AND 4.97 FEET, MEASURED PERPENDICULARLY, NORTH FROM THE EAST AND WEST CENTER LINE, HEREINAFTER DEFINED, OF SAID BUILDING, AND RUNNING THENCE ALONG LINES WHICH ARE PARALLEL WITH SAID BUILDING CENTER LINES, THE FOLLOWING COURSES AND DISTANCES;
 SOUTH 10.00 FEET;
 EAST 8.00 FEET;
 NORTH 10.00 FEET; AND THENCE
 WEST 8.00 FEET TO THE POINT OF BEGINNING;
 ALL IN COOK COUNTY, ILLINOIS.

WEST TRANSMISSION LINE SHAFT:

BEING THAT PART OF THE PROPERTY AND SPACE WITHIN SAID BUILDING KNOWN AS 875 NORTH MICHIGAN AVENUE, CHICAGO, ILLINOIS, OCCUPIED BY THE WEST TRANSMISSION LINE SHAFT; SAID PART OF SAID PROPERTY AND SPACE WITHIN SAID BUILDING LYING BETWEEN THE UPPER SURFACE OF THE FLOOR SLAB OF THE 97TH FLOOR IN SAID BUILDING (SAID UPPER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF 1078.19 FEET ABOVE CHICAGO CITY DATUM), AND THE LOWER SURFACE OF THE WEST TRANSMISSION LINE CYLINDER IN SAID BUILDING (SAID LOWER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF 1114.02 FEET ABOVE CHICAGO CITY DATUM); AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD FROM THE UPPER SURFACE OF FLOOR SLAB OF THE 97TH FLOOR, OF THAT PART OF SAID PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 48.53 FEET MEASURED PERPENDICULARLY, WEST FROM THE NORTH AND SOUTH CENTER LINE, HEREINAFTER DEFINED, AND 4.97 FEET, MEASURED PERPENDICULARLY, NORTH FROM THE EAST AND WEST CENTER LINE, HEREINAFTER DEFINED, OF SAID BUILDING, AND RUNNING THENCE ALONG LINES WHICH ARE PARALLEL WITH SAID BUILDING CENTER LINES, THE FOLLOWING COURSES AND DISTANCES;

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SOUTH 10.00 FEET;
 WEST 8.00 FEET;
 NORTH 10.00 FEET; AND THENCE
 EAST 8.00 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH

THAT PART OF SAID PROPERTY AND SPACE WITHIN SAID BUILDING LYING BETWEEN THE UPPER SURFACE OF THE FLOOR SLAB OF THE 93RD FLOOR IN SAID BUILDING (SAID UPPER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF 1028.94 FEET ABOVE CHICAGO CITY DATUM), AND THE UPPER SURFACE OF THE FLOOR SLAB OF THE 97TH FLOOR IN SAID BUILDING (SAID UPPER SURFACE BEING A HORIZONTAL PLANE WHICH IS AT AN ELEVATION OF 1078.19 FEET ABOVE CHICAGO CITY DATUM); AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD FROM THE UPPER SURFACE OF FLOOR SLAB OF THE 93RD FLOOR, OF THAT PART OF SAID PROPERTY AND SPACE BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 48.53 FEET MEASURED PERPENDICULARLY, WEST FROM THE NORTH AND SOUTH CENTER LINE, HEREINAFTER DEFINED, AND 3.97 FEET, MEASURED PERPENDICULARLY, NORTH FROM THE EAST AND WEST CENTER LINE, HEREINAFTER DEFINED, OF SAID BUILDING, AND RUNNING THENCE ALONG LINES WHICH ARE PARALLEL WITH SAID BUILDING CENTER LINES, THE FOLLOWING COURSES AND DISTANCES;

SOUTH 9.00 FEET;
 WEST 8.00 FEET;
 NORTH 9.00 FEET; AND THENCE
 EAST 8.00 FEET TO THE POINT OF BEGINNING;
 ALL IN COOK COUNTY, ILLINOIS.

TOGETHER WITH THE FOLLOWING EASEMENT PARCELS:

EASEMENT PARCEL 1:

EASEMENTS FOR THE BENEFIT OF JHC OFFICE PARCEL AS DESCRIBED IN ARTICLES IV, VII AND XXVIII OF THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS DATED AS OF JUNE 25, 2012 AND RECORDED JUNE 27, 2012 AS DOCUMENT 1217926135; AS JOINED BY DECLARATION JOINDERS RECORDED JUNE 29, 2012 AS DOCUMENT 1218131058, RECORDED OCTOBER 25, 2012 AS DOCUMENT 1229916113, RECORDED JUNE 25, 2013 AS DOCUMENT 1317622073, AND RECORDED AUGUST 6, 2015 AS DOCUMENTS 1521815081 AND 1521815082; AND AS AMENDED BY AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS DATED AS OF MARCH 25, 2013 AND RECORDED MARCH 29, 2013 AS DOCUMENT 1308819053.

EASEMENT PARCEL 2:

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NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF JHC OFFICE PARCEL AS CREATED BY THE DEED FROM JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, A CORPORATION OF MASSACHUSETTS, TO LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 15, 1973 AND KNOWN AS TRUST NUMBER 45450 DATED JULY 27, 1973 AND RECORDED JULY 30, 1973 AS DOCUMENT 22418957, AS AFFECTED BY CONDOMINIUM OPERATING AGREEMENT, RECORDED AUGUST 10, 1973 AS DOCUMENT 22434264 (AS AMENDED) FOR THE FOLLOWING PURPOSES:

A. AN EASEMENT IN AND TO ALL STRUCTURAL MEMBERS, COLUMNS AND EXTERIOR BEAMS SHOWN ON THE PLANS (DEFINED THEREIN) AND LOCATED WITHIN THE CONDOMINIUM PROPERTY (DEFINED THEREIN) FOR THE SUPPORT OF (I) ALL STRUCTURES LOCATED ON OR WITHIN THE GRANTOR'S FEE (DEFINED THEREIN) AND (II) ANY FACILITY WITH RESPECT TO WHICH AN EASEMENT HAS BEEN RESERVED UNDER SAID INSTRUMENT.

B. AN EASEMENT FOR THE USE AND REPLACEMENT OF ALL PLUMBING, ELECTRICAL, TELEPHONE, WATER, HEATING, COOLING, VENTILATING, COMMUNICATION, EXHAUST, AND OTHER PIPING, LINES, DUCTS, CONDUITS AND EQUIPMENT AND FOR THE USE OF ALL OTHER FACILITIES OF WHATSOEVER NATURE SHOWN ON THE PLANS LOCATED WITHIN THE CONDOMINIUM PROPERTY AND SERVING OR BENEFITING (I) THE GRANTOR'S FEE OR (II) ANY FACILITY WITH RESPECT TO WHICH AN EASEMENT HAS BEEN RESERVED UNDER SAID INSTRUMENT.

C. AN EASEMENT FOR THE OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, INSPECTION, TESTING, CLEANING AND PAINTING (ALL OF WHICH ARE THEREIN REFERRED TO AS "MAINTENANCE") OF ANY FACILITY LOCATED WITHIN THE CONDOMINIUM PROPERTY WHICH SERVES OR BENEFITS THE GRANTOR'S FEE AND ALSO AS TO WHICH AN EASEMENT HAS BEEN RESERVED UNDER SAID INSTRUMENT.

D. FOR ENTRY UPON AND FOR INGRESS AND EGRESS THROUGH THE CONDOMINIUM PROPERTY FOR MEN, MATERIAL AND EQUIPMENT TO THE EXTENT REASONABLY NECESSARY IN THE PERFORMANCE OF THE MAINTENANCE OF ANY FACILITY (WHETHER OR NOT LOCATED WITHIN THE CONDOMINIUM PROPERTY) WHICH FACILITY SERVES OR BENEFITS THE GRANTOR'S FEE AND WHICH IS OTHERWISE REQUIRED OR PERMITTED THEREUNDER TO BE PERFORMED BY GRANTOR (DEFINED THEREIN).

E. FOR INGRESS AND EGRESS OVER AND ACROSS THE CORRIDORS CONNECTING THE FREIGHT ELEVATOR ON THE 44TH FLOOR OF THE BUILDING (DEFINED THEREIN) WITH THE RESTAURANT AND COMMISSARY FACILITIES LOCATED THEREON.

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F. FOR INGRESS AND EGRESS OVER, ON AND THROUGH THE STAIRWAYS LOCATED IN THE CONDOMINIUM PROPERTY AS SHOWN ON THE PLANS CONNECTING DIFFERENT PORTIONS OF THE GRANTOR'S FEE.

G. EASEMENTS FOR THE MAINTENANCE, REPAIR, OPERATION, USE AND REPLACEMENT OF, AND ACCESS TO, THE FOLLOWING EQUIPMENT AND FACILITIES LOCATED IN THE BUILDING:

(1) WATER DISTRIBUTION SYSTEM CONSISTING OF 4 HOUSE PUMPS ON THE 52ND FLOOR AND THE WATER STORAGE TANK ON THE 50TH FLOOR WITH NECESSARY PIPING AND ELECTRICAL CONNECTIONS.

(2) EMERGENCY FREIGHT ELEVATOR SYSTEM CONSISTING OF ELEVATORS NO. 32 AND NO. 33.

(3) MASTER ANTENNA SYSTEM CONSISTING OF THE MASTER ANTENNA LOCATED ON THE ROOF OF THE BUILDING AND ITS CONNECTING CABLES AND CONDUITS.

(4) INTRA-BUILDING PHONE SYSTEM CONSISTING OF THE STROMBERG-CARLSON PBX PHONE EQUIPMENT LOCATED IN ROOMS 9903 AND 9904 OF THE BUILDING.

(5) WINDOW WASHING EQUIPMENT GUIDE RAILS ON THE OUTSIDE OF THE CONDOMINIUM PROPERTY.

Address: 875 N. Michigan Avenue, Chicago, IL

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