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This instrument prepared by and
after recording mail to:

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Chicago, IL 60601
Attn: Michael T. Fishman



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Karen A. Yarbrough
Cook County Recorder of Deeds
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RECORDER'S STAMP

PARKING AREA EASEMENT AND OPERATING AGREEMENT

by

311 WEST ILLINOIS STREET OWNER LLC,
A DELAWARE LIMITED LIABILITY COMPANY

and

ORDER OF FRIAR SERVANTS OF MARY, USA PROVINCE INC.,
AN ILLINOIS CORPORATION

Dated June 7, 2016

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LIST OF EXHIBITS

Exhibit

- | | |
|---|-----------------------|
| A | Property |
| B | Church Property |
| C | Parking Easement Area |
| D | Plans |

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PARKING AREA EASEMENT AND OPERATING AGREEMENT

THIS PARKING AREA EASEMENT AND OPERATING AGREEMENT (“Agreement”) is made and entered into as of the 7th day of June, 2016 (the “Effective Date”), by 311 WEST ILLINOIS STREET OWNER LLC, a Delaware limited liability company (“Residential Owner”), as Owner of the Property (as hereinafter defined), and ORDER OF FRIAR SERVANTS OF MARY, USA PROVINCE INC., an Illinois corporation (“Parking Easement Owner”), as Owner of the Church Property (as hereinafter defined).

RECITALS:

WHEREAS, the terms used in the Recitals, if not otherwise defined in the Recitals or in the immediately foregoing paragraph, shall have the meanings set forth in Article 1 of this Agreement; and

WHEREAS, Residential Owner is the Owner of certain real property more particularly described on Exhibit A attached hereto and by this reference made a part hereof, together with the improvements located thereon (the “Property”); and

WHEREAS, Parking Easement Owner is the owner of that certain real property more particularly described on Exhibit B attached hereto and by this reference made a part hereof, together with the improvements located thereon (the “Church Property”), which is currently being operated as a church (the “Church”);

WHEREAS, Residential Owner desires to grant a perpetual easement to Parking Easement Owner to use the area more particularly described on Exhibit C attached hereto and by this reference made a part hereof, together with the improvements located thereon (the “Parking Easement Area”) in accordance with the terms and conditions set forth herein; and

WHEREAS, it is contemplated that the Property will be devoted to residential uses, as well as vehicle parking in a portion of the Garage, and the Parking Easement Area will be devoted solely to vehicle parking in a portion of the Garage; and

WHEREAS, as the Property and the Parking Easement Area are not functionally independent of the other and each will depend upon the other, to some extent, for structural support, enclosure, ingress and egress, utility services and other facilities and components necessary to the efficient operation and intended use of the Parking Easement Area and Property, the Owners (as hereinafter defined) intend to provide for the efficient operation of each respective portion, estate and interest in the Building (as hereinafter defined), to assure the harmonious relationship of the Owners of each such respective portion, estate or interest in the Building, and to protect the respective values of each such portion, estate and interest in the Building, by providing for, and creating certain easements, covenants and restrictions against, affecting or benefiting all or portions of the Parking Easement Area and the Property and which easements, covenants and restrictions will be binding upon or inure to the benefit of each present and future Owner of the Parking Easement Area and of the Property, or of any respective portion thereof interest or estate therein, to the extent provided herein; and

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WHEREAS, Residential Owner and Parking Easement Owner adopt and agree to the intended purpose of this Agreement as expressed herein; and

NOW, THEREFORE, in consideration of the Recitals and the covenants contained herein, as of the Effective Date, Residential Owner and Parking Easement Owner, intending to be legally bound, hereby declare that the Property and any part thereof is and shall be owned, held, mortgaged, leased or otherwise encumbered, transferred, assigned, sold, conveyed and accepted, subject to this Agreement and each of the following easements, covenants, conditions, restrictions, uses, privileges and charges created hereunder shall exist at all times hereafter, among, and be binding upon and inure to the extent provided herein, to the benefit of all parties having or acquiring any right, title or interest in or to any portion of or interest in the real estate or the Property and each of the foregoing shall run with the land subject to this Agreement.

ARTICLE 1

DEFINITIONS

1.1 Whenever used in this Agreement, the following terms (though not deemed to be all inclusive) shall have the respective meanings specified below.

“Allocated Share” shall mean (a) as to Parking Easement Owner, the Parking Easement Owner Allocated Share and (b) as to Residential Owner, the Residential Owner Allocated Share.

“Arbitrable Dispute” shall mean any dispute arising under this Agreement which is expressly made subject to arbitration under the provisions of Article 9 hereof or designated herein as an Arbitrable Dispute.

“Award” shall have the meaning set forth in Section 11.1.

“Budget” shall have the meaning set forth in Section 4.3(a).

“Building” shall mean all improvements to be situated within and upon the Parking Easement Area and the Property, which are owned or controlled by Residential Owner and Parking Easement Owner, and are used or useful in connection with the ownership, operation or maintenance of the improvements and/or Facilities located within and upon the Building.

“Business Day” shall mean a day of the year in which banks are open for business in the State of Illinois.

“Church Property” shall mean that certain real property more particularly described on Exhibit B attached hereto and by this reference made a part hereof, together with the improvements located thereon.

“City” shall mean the City of Chicago, Illinois, a municipal corporation.

“Claim” shall have the meaning set forth in Section 5.1.

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“Common Walls, Floors and Ceilings” shall mean all common structural and partition walls, floors, and ceilings situated on or adjoining the Parking Easement Area and Property.

“Completion Date” shall mean the date upon which (i) the certificates of occupancy are issued for the Garage, and (ii) the Garage is open and operating for business, but in no event later than December 6, 2019.

“Creditor Owner” shall mean an Owner: (A) to whom payment of money or any other duty or obligation is owed under this Agreement by another Owner who has failed to make such payment or to perform such duty or obligation as and when required by this Agreement; or (B) who has exercised any self-help remedy provided for in this Agreement. An Owner may be a Creditor Owner notwithstanding that the term “Creditor Owner” is not specifically stated in a particular provision of this Agreement.

“Default Amount” shall have the meaning set forth in Section 8.1.

“Defaulting Owner” shall mean an Owner who has failed to perform any of its duties or obligations as and when required under this Agreement or to make payment of money owed under this Agreement to another Owner. An Owner may be a Defaulting Owner notwithstanding that the term “Defaulting Owner” is not specifically stated in a particular provision of this Agreement.

“Effective Date” shall have the meaning set forth in the Preamble of this Agreement.

“Emergency Situation” shall mean a situation: (i) impairing or imminently likely to impair structural support of the Building; (ii) causing or imminently likely to cause bodily injury to Persons or substantial physical damage to the Building or any property in, on, under, within, upon or at the Building; (iii) causing or imminently likely to cause substantial economic loss to an Owner; (iv) substantially disrupting or imminently likely to substantially disrupt business operations in the Building for its intended purposes; or (v) causing or imminently likely to render any portion of the Building uninhabitable. The duration of an Emergency Situation shall be deemed to commence at the inception of the Emergency Situation and shall include the time reasonably necessary to remedy the Emergency Situation and shall end upon completion of such remedy.

“Estoppel Certificate” shall have the meaning set forth in Article 13.

“Facade” shall mean the exterior walls of the Building (and any replacements or improvements thereto) on the northern, southern, eastern and western sides, from the ground level up to the roofs.

“Facilities” shall mean any facilities, fixtures, machinery and equipment used in providing services from time to time in any part of the Building, including any replacements or additions to any of such items. For the avoidance of doubt, the Owners acknowledge that the Shared Facilities shall be included within the definition of Facilities.

“Garage” shall mean those improvements to be located within and upon the Property and Parking Easement Area devoted to parking uses and access ramps, as shown on the Plans.

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“Indemnifying Owner” shall have the meaning set forth in Section 5.1.

“Indemnitee” shall have the meaning set forth in Section 5.1.

“Mortgage” shall have the meaning set forth in Section 15.10(a).

“Mortgagee” shall have the meaning set forth in Section 15.10(a).

“Non-Performing Owner” shall have the meaning set forth in Article 10.

“Notice” shall have the meaning set forth in Section 14.1.

“Occupant” shall mean any Person from time to time entitled to the use and occupancy of any portion of the Building as an Owner, or under any lease, sublease, license, concession or other similar agreement or as a guest, invitee or mortgagee in possession.

“Operating Expenses” shall have the meaning set forth in Section 4.3.

“Owner” or “Owners” shall mean Residential Owner and Parking Easement Owner, or either of them.

“Parking Area Easement Facilities” shall mean the Parking Area Elevator and Lobby and the Parking Attendant Booth.

“Parking Area Elevator and Lobby” shall mean that certain elevator and lobby to be constructed and owned by Residential Owner and forming a part of the Property, but for the benefit of the Parking Easement Area, and located on the Property in the Garage, as more particularly described in the Plans attached hereto.

“Parking Attendant Booth” shall mean that certain parking attendant booth to be located in the Garage, contained within the description on Exhibit C, for the benefit of the Parking Easement Area, and more particularly described in the Plans attached hereto as Exhibit D.

“Parking Easement Owner” shall mean the Person or Persons (excluding Occupants and any Mortgagees (prior to such Mortgagee taking possession of the Property subject to its Mortgage)) whose estates or interests, individually or collectively, constitute the beneficial ownership of the Parking Easement Area.

“Parking Easement Owner Allocated Share” shall mean (w) for expenses attributable to the Building, including the Garage, two and three tenths percent (2.3%), which percentage was calculated as a fraction expressed as a percentage where the square footage of the portion of the Building owned by the Parking Easement Owner was the numerator (i.e., six thousand five hundred eighty (6,580) total square feet) and the total square footage of the Building was the denominator (i.e., two hundred ninety one thousand six hundred fifty nine (291,659) total square feet), (x) for expenses attributable solely to the Garage, eleven and eight tenths percent (11.8%), which percentage was calculated as a fraction expressed as a percentage where the square footage of the portion of the Garage owned by the Parking Easement Owner was the numerator (i.e., six thousand five hundred eighty (6,580) total square feet) and the total square footage of

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the Garage was the denominator (i.e., fifty five thousand eight hundred fourteen (55,814) total square feet), (y) for expenses attributable solely to the Parking Area Elevator and Lobby, ninety five percent (95%), and (z) for expenses attributable solely to the Parking Easement Area (including the Parking Attendant Booth), one hundred percent (100%). The percentages in clauses (w) and (x) above shall be adjusted based on the as-built square footage of the Building and Parking Easement Area as of the Completion Date.

“Parking Easement Area” shall mean that certain real property together with the improvements to be located thereon, more particularly described on Exhibit C attached hereto, including the Parking Attendant Booth.

“Permittees” shall mean all Occupants and the officers, directors, members, employees, agents, contractor, customers, vendors, suppliers, visitors, guests, invitees, licensees, tenants, subtenants and concessionaires of Occupants insofar as their activities relate to the intended development, use and occupancy of the Building or Garage.

“Person” shall mean any individual, partnership, firm, association, corporation, limited liability company, trust, land trust or any other form of business or not-for-profit organization or governmental entity.

“Plans” shall mean the plans and specifications for the Building, including site plans and floor plans, attached hereto as Exhibit D.

“Property” shall mean that certain real property together with the improvements to be located thereon, more particularly described on Exhibit A attached hereto, and the Residential Facilities.

“Protesting Owner” shall have the meaning set forth in Section 15.4.

“Recorder” shall mean the Recorder of Deeds of Cook County, Illinois.

“Requesting Owner” shall have the meaning set forth in Section 13.

“Residential Facilities” shall mean the Facilities to be located (or which may, pursuant to this Agreement or other agreement of the Owners, hereafter be located and/or relocated) in the Parking Easement Area not to impede the Parking Easement Owner’s use of the Parking Easement Area: (A) primarily benefiting the portion of the Building owned by the Residential Owner, or (B) necessary for Residential Owner to perform its obligations under this Agreement.

“Residential Owner” shall mean the Person or Persons (excluding Occupants and any Mortgagees prior to such Mortgagee taking possession of the Property subject to its Mortgage) whose estates or interests, individually or collectively, constitute the fee simple ownership of the Property.

“Residential Owner Allocated Share” shall mean (w) for expenses attributable to the Building, including the Garage, ninety seven and seven tenths percent (97.7%), which percentage was calculated as a fraction expressed as a percentage where the square footage of the portion of the Building owned by the Residential Owner was the numerator (i.e., two hundred eighty five

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thousand seventy nine (285,079) total square feet) and the total square footage of the Building was the denominator (i.e., two hundred ninety one thousand six hundred fifty nine (291,659) total square feet), (x) for expenses attributable solely to the Garage, eighty eight and two tenths percent (88.2%), which percentage was calculated as a fraction expressed as a percentage where the square footage of the portion of the Garage owned by the Residential Owner was the numerator (i.e., forty nine thousand two hundred thirty four (49,234) total square feet) and the total square footage of the Garage was the denominator (i.e., fifty five thousand eight hundred fourteen (55,814) total square feet), (y) for expenses solely attributable to the Parking Area Elevator and Lobby, five percent (5%), and (z) for expenses solely attributable to the Property, but not related to the Garage or the Parking Area Elevator and Lobby, one hundred percent (100%). The percentages in clauses (w) and (x) above shall be adjusted based on the as-built square footage of the Building and the Parking Easement Area as of the Completion Date.

“Shared Facilities” shall mean the portion of any Facilities that serve, at the same time, any portion of both the Parking Easement Area and any other portions of the Property.

“Structural Support” shall mean all construction elements (including, without limitation, structural members, footings or foundations, slabs, caissons, columns, beams, braces and trusses) which are load bearing or which are necessary for the structural integrity of any portion of the Building.

“Unavoidable Delay” shall have the meaning set forth in Article 10.

“Work” shall mean the repair, maintenance, restoration, reconstruction or demolition of any Building or any improvements thereto.

1.2 Construing Various Words and Phrases: The following words and phrases shall be construed as follows: (i) “at any time” shall be construed as “at any time or from time to time”; (ii) “any” shall be construed as “any and all;” (iii) “including” shall be construed as “including but not limited to;” (iv) “will” and “shall” shall each be construed as mandatory; (v) “may” shall be construed as “may, but shall not be obligated to;” and (vi) “granted” as hereinafter used in Articles 2 and 3 describing easements shall be deemed to mean “granted, reserved, declared and created”. Except as otherwise specifically indicated, all references to Article or Section numbers or letters shall refer to Articles and Sections of this Agreement and all references to Exhibits shall refer to the Exhibits attached to this Agreement. The words “herein”, “hereof”, “hereunder”, “hereinafter” and words of similar import shall refer to this Agreement as a whole and not to any particular Section or subsection forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as context may require. Captions and the index are used in this Agreement for convenience only and shall not be used to construe the meaning of any part of this Agreement.

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ARTICLE 2

GRANT OF PARKING AREA EASEMENT AND EASEMENTS APPURTENANT THERE TO

2.1 In General. For the purposes of this Article 2, the following shall apply:

(a) Residential Owner has granted, reserved, declared and created certain easements more particularly described in this Article 2. Except as otherwise provided herein, the easements in this Article 2 are irrevocable and perpetual in nature, and are appurtenant easements (not easements in gross), and shall bind and be enforceable against Residential Owner and its successors, grantees and assigns.

(b) The easements granted, reserved, declared and created by this Article 2 shall benefit Parking Easement Owner and its successors, grantees, assigns and Permittees.

(c) Residential Owner may (1) in connection with the maintenance, repair or restoration of the Property, or (2) in an Emergency Situation; or (3) to prevent a dedication of or accruing of rights by the public in and to the use of any of the Property, temporarily prevent, close-off or restrict access to the easements granted in this Article 2, but only to the minimal extent and for the shortest time period reasonably necessary under the circumstances in order to minimize the effect on Parking Easement Owner. Residential Owner may, from time to time, impose: (A) reasonable limitations on the use of an easement described in this Article 2, and (B) reasonable security controls consistent with any overall security system for the Property, the cost of which shall be paid by Parking Easement Owner in accordance with clause (x) of the definition of Parking Easement Owner Allocated Share.

2.2 Grant of Easements. Upon the Completion Date, the following easements in, to, under, over, upon and through portions of the Property in favor of the Parking Easement Owner, all of which shall be appurtenant to the Church Property, are hereby granted subject to the Parking Easement Owner's obligations under this Agreement:

(a) Parking Easement Area. Residential Owner hereby grants to Parking Easement Owner, an exclusive (subject to Section 3.2 hereof) easement over the Parking Easement Area, and a non-exclusive easement for ingress and egress for Persons and vehicles, in, over, and, to the Parking Easement Area subject to the terms and conditions set forth herein.

(b) Ingress and Egress and Use. Residential Owner hereby grants to Parking Easement Owner a non-exclusive easement for ingress and egress for Persons and vehicles in, over, on, across and through the Property, but only to the extent reasonably necessary for access and use of the Parking Easement Area and subject to the terms and conditions set forth in Section 5.2 hereof.

(c) Parking Area Easement Facilities. Residential Owner hereby grants to Parking Easement Owner a non-exclusive easement permitting the existence and attachment of the Parking Area Easement Facilities in locations set forth on the Plans or in other locations in

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the Property mutually acceptable to Residential Owner and Parking Easement Owner in the exercise of their reasonable judgment.

(d) Parking Easement Owner Property Structural Support. Residential Owner hereby grants to Parking Easement Owner a non-exclusive easement in all Structural Supports located in or constituting a part of the Property for the support of the Building.

(e) Parking Easement Owner Building Common Walls, Ceilings and Floors. Residential Owner hereby grants to Parking Easement Owner a non-exclusive easement for support, enclosure and use with respect to those Common Walls, Floors and Ceilings existing or constructed in and along the common boundaries of the Parking Easement Property and the Property, which also serve as Common Walls, Ceilings or Floors for the Parking Easement Area.

ARTICLE 3

EASEMENTS APPURTENANT TO THE PROPERTY

3.1 In General. For the purposes of this Article 3, the following shall apply:

(a) Parking Easement Owner has granted, reserved, declared and created certain easements more particularly described in this Article 3. Except as otherwise provided herein, the easements in this Article 3 are irrevocable and perpetual in nature, and are appurtenant easement (not easements in gross) and shall bind and be enforceable against Parking Easement Owner and its successors, grantees and assigns.

(b) The easements granted, reserved, declared and created by this Article 3 shall benefit Residential Owner and its successors, grantees, assigns and Permittees.

(c) With respect to the maintenance of the Property, including Residential Facilities located on the Parking Easement Area, maintenance expressly includes the right of entry in accordance with this Article 3, as applicable, with notice (or without notice if same is not practical in an Emergency Situation) by Residential Owner and its contractors, agents and employees, into any areas thereof and the right to perform maintenance as and when needed (including, without limitation, the right to temporarily remove wall, floor and ceiling sections to provide access to areas requiring maintenance), using reasonable efforts to minimize damage caused by such maintenance and to repair any such damage; provided, however, that the responsibility to repair any damage as a result of performing maintenance under this Agreement shall be limited to restoring the damaged area to the building standard condition existing immediately prior to such damage.

3.2 Grant of Easements. The following easements in, to, under, over, upon and through portions of the Parking Easement Area in favor of the Residential Owner are hereby granted:

(a) Temporary Construction and Access Easement. Parking Easement Owner hereby grants to Residential Owner and its Permittees a temporary non-exclusive construction and access easement for Persons, vehicles, material and equipment in, over, on, across and through the Parking Easement Area to construct the Building and any other improvements

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related thereto, including, without limitation, any improvements and Facilities located on the Parking Easement Area (the "Temporary Construction Easement"). The Temporary Construction Easement shall automatically expire on the Completion Date.

(b) Ingress and Egress and Use. Parking Easement Owner hereby grants to Residential Owner a non-exclusive easement for ingress and egress for Persons, vehicles, material and equipment in, over, on, across and through portions of the Parking Easement Area as may be necessary for the use, access, operation and maintenance of the Parking Easement Area.

(c) Residential Facilities. Parking Easement Owner hereby grants to Residential Owner a non-exclusive easement permitting the existence, attachment and maintenance of Residential Facilities or future Facilities in the Parking Easement Area in locations existing as of the Effective Date or in locations resulting from the construction of the Building or in other locations in the Parking Easement Area mutually acceptable to Residential Owner and Parking Easement Owner in the exercise of their reasonable judgment.

(d) Maintenance of Parking Easement Area. Parking Easement Owner hereby grants to Residential Owner a non-exclusive easement for the maintenance of the Parking Easement Area and the Parking Area Easement Facilities.

(e) Residential Owner Building Common Walls, Ceilings and Floors. Parking Easement Owner hereby grants to Residential Owner a non-exclusive easement for support, enclosure, use and maintenance with respect to those Common Walls, Floors and Ceilings existing or constructed in and along the common boundaries of the Parking Easement Area and the other portions of the Property, which also serve as Common Walls, Ceilings or Floors for the Parking Easement Area.

ARTICLE 4

MAINTENANCE OBLIGATIONS

4.1 Services and Maintenance. The Residential Owner shall perform or furnish or cause to be performed or furnished all maintenance functions pertaining to the Building, including, without limitation, the Parking Easement Area and the Parking Area Easement Facilities, as and when required in accordance with the standard set forth in Section 4.3(b).

4.2 Self-Help. From and after the Completion Date, if the Residential Owner ceases to provide the maintenance services described in Section 4.1 with respect to the Parking Easement Area or for portions of the Property required for access to the Garage, then in addition to all other rights and remedies available at law or in equity to the Parking Easement Owner, the Parking Easement Owner shall have the right to perform all such maintenance for the Parking Easement Area and to charge the Residential Owner for its share (as determined on the same basis as set forth in Section 4.3) of the costs to perform such maintenance obligations. For the purposes of this Section 4.2, "ceases to provide the maintenance services" shall mean the failure of Residential Owner to perform the maintenance services which has a material and adverse effect on vehicular or pedestrian access to, ownership, or value of the Parking Easement Area or

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Parking Easement Elevator and Lobby, and if a non Emergency Situation, for a period of fifteen (15) days after receiving written notice from the Parking Easement Owner. For the avoidance of doubt, in the event that Parking Easement Owner exercises its rights under this Section 4.2, Residential Owner shall be automatically deemed to have granted to Parking Easement Owner a temporary non-exclusive easement for ingress and egress over the Property, to the extent and for the time period reasonably necessary to exercise such rights to maintain, repair or restore the Parking Easement Area.

4.3 Payment for Services. From and after the Completion Date, payment for maintenance services rendered pursuant to this Article 4 and other charges and fees related to such maintenance services, including, without limitation, operating expenses, capital expenditures, overhead and supervision fees, or the fees of a professional property manager (collectively, "Operating Expenses"), shall be made as follows:

(a) The Parking Easement Owner shall pay the applicable Parking Easement Owner Allocated Share of all Operating Expenses, and the Residential Owner shall pay the applicable Residential Owner Allocated Share of all Operating Expenses. Residential Owner shall, at least thirty (30) days prior to the beginning of each calendar year, submit to Parking Easement Owner an estimated budget ("Budget") for the Operating Expenses for the ensuing calendar year in the form that is consistent with the preparation of similar budgets by property managers of similar assets in the metropolitan Chicago area. Parking Easement Owner shall not have any approval rights with respect to the Budget, however, if Parking Easement Owner has material objections then Residential Owner will consider such objections in good faith. Absent an Emergency Situation, Residential Owner shall use commercially reasonable efforts to operate the Building in accordance with the Budget. Parking Easement Owner shall pay to Residential Owner in equal monthly payments, in advance, the Parking Easement Owner Allocated Share of the Operating Expenses based upon the amount set forth in the Budget, or if a Budget is not then available, the monthly payment established for the prior year. Within ninety (90) days after the end of each calendar year, Residential Owner shall provide Parking Easement Owner with a statement certified by an authorized officer of Residential Owner, together with, upon request by the Parking Easement Owner, supporting invoices and other materials setting forth the actual Operating Expenses paid by Residential Owner for the operation and maintenance of the Building, and Parking Easement Owner's share of the aggregate thereof, for the preceding year. If the amount paid with respect to the Parking Easement Area for such calendar year shall have exceeded the share actually allocable to the Parking Easement Area, then, Residential Owner shall, at its option, either refund the excess to Parking Easement Owner at the time such certified statement is delivered, or credit such amount to the ensuing year's Operating Expenses. If the amount paid with respect to the Parking Easement Area for such calendar year shall be less than the share actually allocable to the Parking Easement Area, then Parking Easement Owner shall pay the balance of its share to Residential Owner within sixty (60) days after receipt of such certified statement.

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ARTICLE 5

INDEMNIFICATIONS; COVENANTS OF OWNERS

5.1 Indemnity by Owners. Each Owner (hereinafter in this Section 5.1, the “Indemnifying Owner”) covenants and agrees, at its sole cost and expense, to indemnify, defend and hold harmless the other Owner (hereinafter in this Section 5.1, collectively, the “Indemnitee”): (A) from and against any and all claims, actions or proceedings, losses, liabilities, damages, judgments, costs and expenses (herein, a “Claim”) against Indemnitee, and by or on behalf of any Person other than the Indemnitee: (i) arising from the Indemnifying Owner’s grossly negligent use, possession or management of the Indemnifying Owner’s portion of a Building or Parking Easement Area or the Property or the Facilities or activities therein; or (ii) arising out of the Indemnifying Owner’s grossly negligent use, exercise or enjoyment of an easement or Facility; and (B) from and against all costs, reasonable attorneys’ fees (including appeals of any judgment or order), expenses and liabilities incurred with respect to any Claim arising therefrom, but only to the extent the Indemnitee is not insured against (or required to be insured against) such losses, liabilities, damages, judgments, costs and expenses under valid and collectible insurance policies carried, or required by this Agreement to be carried. In case any action or proceeding is brought against any Indemnitee by reason of any such Claim, Indemnifying Owner, upon notice from any such Indemnitee, covenants to resist or defend such Claim with attorneys reasonably satisfactory to such Indemnitee. Any counsel for the insurance company providing insurance against such Claim shall be presumed reasonably satisfactory to each such Indemnitee. Indemnitor may not settle a Claim without the consent of Indemnitee, which consent shall not be unreasonably withheld, delayed or conditioned.

5.2 Use; Access.

(a) No use shall be permitted in all or any portion of the Property (including the Parking Easement Area) which does not comply with applicable laws.

(b) It is anticipated that the Property will be used only for residential uses and other uses that are ancillary to residential uses, including, without limitation, for the parking of motor vehicles and for retail and other commercial uses, however, to the extent Residential Owner is complying with applicable laws, it may use the Property for any use (including, for the avoidance of doubt, any non-residential use).

(c) The Parking Easement Area may only be used for parking motor vehicles and other uses that are necessary and ancillary to parking motor vehicles (e.g. pedestrian access to the Garage). The Parking Easement Area may only be used by Parking Easement Owner if the Church Property is not being operated as a massage parlor, “head” shop, adult book shop or adult movie house, tattoo or piercing parlor, medical marijuana dispensary, or drug or alcohol rehabilitation center, provided, however, that the foregoing restriction shall not apply to any support group meetings hosted by the Church or otherwise held at the Church, such as drug and alcohol counseling or Alcoholics Anonymous meetings.

(d) As soon as practicable after the Completion Date, Residential Owner shall provide Parking Easement Owner with up to thirty five (35) key cards to access the Garage, and

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concurrently therewith, Parking Easement Owner shall deliver a written list with the names and license plate information of each party using such key cards to Residential Owner. Parking Easement Owner shall promptly deliver written notice to Residential Owner of any changes to such list. In the event any of the key cards provided to Parking Easement Owner are lost or stolen, or are defective, Parking Easement Owner shall promptly deliver written notice to Residential Owner of the same, and Residential Owner shall immediately provide Parking Easement Owner with a replacement key card, and if due to same being lost or stolen, assess for a one-time fee per key card of \$50.00.

(e) From and after the Completion Date, at certain times, Parking Easement Owner may keep access to the Garage open, however, at all such times, Parking Easement Owner, at its sole cost and expense, shall require an authorized representative of Parking Easement Owner to monitor access to the Garage from the Parking Attendant Booth. Parking Easement Owner expressly acknowledges and agrees that an authorized representative of Parking Easement Owner shall be present in the Parking Attendant Booth at all times that the Garage is open by Parking Easement Owner to accommodate the activities of Parking Easement Owner.

5.3 Exterior Building Signage.

(a) No signage of any kind may be placed on any portion of the Building by Parking Easement Owner. Residential Owner may, at its sole cost, place any signage that it desires on any portion of the Building other than the interior of the Parking Easement Area. Residential Owner, at its sole cost, is responsible for any maintenance and repair of the Building façade required due to the installation, removal or replacement of its signs.

(b) Residential Owner may, at its sole cost, replace and alter its signs provided that such changes and/or alterations are permitted by applicable law.

ARTICLE 6

INSURANCE

6.1 Insurance Required. Residential Owner shall procure and maintain the following insurance for the Property and Parking Easement Area:

(a) Real and Personal Property. Residential Owner shall keep the Building and Facilities insured for no less than "all risk" coverage on real property and personal property used in the operation of its Building for an amount not less than one hundred percent (100%) of the insurable replacement cost thereof. Residential Owner may, in its discretion, include or exclude from such insurance coverage improvements or betterments and personal property owned by Occupants of the Property (including the Parking Easement Area). Residential Owner shall separately insure on an "all risk" basis its loss of rental income (if applicable) or use caused by business interruption or extra expense incurred to reduce such loss of income, in such amounts and with such deductibles agreed to by the Owners (and if the Owners cannot agree on such amounts, such disagreement shall constitute an Arbitrable Dispute), and shall pay all premiums for such coverage. Replacement cost shall be determined annually by a method

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acceptable to the insurance company providing such coverages. Such policy shall be endorsed with a replacement coverage endorsement and an agreed amount clause (waiving any applicable co-insurance clause) in accordance with such determination.

(b) Public Liability. Residential Owner shall insure against public liability claims and losses on a commercial general liability form of insurance, at least as broad as Insurance Services Office coverage form CG 0001, and if not included in the coverage form, with broad form coverage endorsements covering claims for personal or bodily injury or death, or property damage occurring in, on, under, within, upon or about the Property (including the Parking Easement Area), or as a result of operations thereon (including contractual liability covering obligations created by this Agreement including, but not limited to, those indemnity obligations contained herein), but in all events the limits of each policy shall be not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury and property damage; umbrella liability insurance written on an occurrence form, providing coverage in an amount of not less than \$10,000,000. Such insurance shall be in excess of all liability coverage required herein.

(c) Builder's Risk. During any period of construction, renovation, alterations or Work, each Owner performing such construction, renovation, alteration or Work shall carry (or cause its contractors to carry) "all risk" builder's risk insurance (including loss of income and "soft costs") for not less than the completed value of the construction, renovation or Work then being performed by such Owner or Owners under Section 7.2 and Section 7.3. Such insurance shall include coverage for items stored off-site and items in transit or an amount sufficient to cover fully any loss. Coverage under this Section 6.1(c) shall only be required to the extent such coverage is not already provided within the property coverage under Section 6.1(a).

(d) Worker's Compensation. Each Owner performing work shall or cause its contractors to carry worker's compensation insurance in amounts as required by Law and employer's liability, insurance in not less than the following amounts: bodily injury by accident, \$1,000,000 each accident; bodily injury by disease, \$1,000,000 each employee.

6.2 Joint Policies; Insurance Companies

(a) Parking Easement Owner shall be "named" as an additional insured under the insurance policies required by Section 6.1(a) and (b) hereof, and the Owners shall apportion the premium based on the manner in which the insurance company has underwritten the risks, taking into consideration that premiums allocable to shared areas or Facilities shall be reasonably apportioned between the Owners in a manner consistent with their respective Allocated Shares. If any Owner disagrees with the apportionment of the insurance premium, the question of apportionment of premium shall constitute an Arbitrable Dispute.

(b) Insurance policies required by Section 6.1 hereof shall be purchased from reputable and financially responsible insurance companies, taking into consideration the nature and amount of insurance required, who shall hold a current Policyholder's Alphabetic and Financial Size Category Rating of not less than A-VIII (or such lesser rating as the Owners and Mortgagees may agree) according to Best's Insurance Reports or a substantially equivalent rating from a nationally-recognized insurance rating service.

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6.3 Insurance Provisions. Each policy described in Section 6.1 (other than Section 6.1(a) and 6.1(d) hereof): (i) shall provide that the knowledge or acts or omissions of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any other insured party under any such policy; (ii) shall insure as a “named” insured Residential Owner, and Parking Easement Owner shall be an “additional” insured under such policy; (iii) shall provide (except for liability insurance described in Section 6.1(b), for which it is inapplicable) by endorsement or otherwise, that the insurance shall not be invalidated should any of the insureds under the policy waive in writing prior to a loss any or all rights of recovery against any party for loss occurring at a Property insured under the policy, if such provisions or endorsements are available and provided that such waiver by the insureds does not invalidate the policy or diminish or impair the insured’s ability to collect under the policy, or unreasonably increase the premiums for such policy unless the party to be benefited by such endorsement or provision pays such increase; (iv) shall provide, except for liability insurance required by Section 6.1(b) and loss of rental income under Section 6.1(a), that all losses payable thereunder shall be paid to Residential Owner and allocated accordingly; (v) shall provide for a minimum of thirty (30) days’ advance written notice of the cancellation, or nonrenewal thereof to all insureds thereunder; (vi) shall include a standard mortgagee endorsement and loss payable clause in favor of the Mortgagees reasonably satisfactory to them solely as to the insured property owed by their borrower; (vii) shall provide coverage on an “occurrence” basis rather than a “claims made” basis; and (viii) shall include a waiver of the right to subrogation by the insurance carrier. Insurance maintained by Residential Owner may be carried on a “blanket” basis with other policies so long as the blanket policies specify the amount of coverage allocated to the applicable portion of the Property required to be insured. Unless otherwise specified herein, the “all-risk” form of property-related insurance required to be procured and maintained by Residential Owner shall provide no less coverage (with the exception of deductible amounts) than the “Special Perils” coverage form (Insurance Services Office form CP 1030) of insurance (including endorsements extended to include coverage for Boiler & Machinery, Law and Ordinance, and other extensions of coverage as may from time to time be carried by prudent owners of similar first-class buildings in the City) currently promulgated by the Insurance Services Office, its successor, or other substantially similar insurance organization having responsibility for the design and publication of standardized insurance coverage forms for use by the insurance industry.

6.4 Limits of Liability. Insurance specified in this Article 6 or carried by the Owners shall be jointly reviewed by the Owners periodically at the request of any Owner, but no review will be required more often than annually (unless there is a substantial change in the Building or operations conducted in the Building), to determine if such limits, deductible amounts and types of insurance are reasonable and prudent in view of the type, place and amount of risk to be transferred and the financial responsibility of the insureds, and to determine whether such limits, deductible amounts and types of insurance comply with the requirements of all applicable laws, and whether on a risk management basis, additional types of insurance or endorsements against special risks should be carried or whether required coverages or endorsements should be deleted. Initially, deductible amounts for insurance required under Sections 6.1(a) (other than loss of rental income insurance) and 6.1(c) shall not exceed \$50,000. Deductible amounts for insurance required under Section 6.1(b) shall not be more than is reasonable considering the financial responsibility of the insured and shall also be subject, in any case, to the consideration to be given deductible amounts described above in this Section 6.4.

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Where separate policies are issued under Section 6.1(a), then deductibles shall be the same, if reasonably possible. Limits of liability may not be less than limits required by Mortgagees, notwithstanding amounts set forth above in this Article 6 and nothing contained in this Article 6 or in this Agreement shall in any way alter, limit, or affect any insurance requirements set forth in any Mortgages or other loan documents executed and delivered by any Owner to a Mortgagee. Such limits shall be increased or decreased, deductible amounts increased or decreased or types of insurance shall be modified, if justified, based upon said review, and upon any such increase, decrease or modification, the Owners shall, at any Owner's election, execute an instrument in recordable form confirming such increase, decrease or modification, which any Owner may record with the Recorder as a supplement to this Agreement; provided, that no agreement regarding a decrease in limits of liability, increase in deductible amounts or elimination of any types of coverages shall be effective without the written consent of all Owners and Mortgagees. Residential Owner may employ an insurance consultant to perform such review on their behalf or to administer insurance-related matters, and the cost of employing any such consultant shall be shared by the Owners in the ratio which their annual insurance premiums for joint policies of insurance required or provided for hereunder bear to each other.

6.5 Renewal Certificates. Copies of all renewal certificates shall be delivered by Residential Owner to Parking Easement Owner and to the Mortgagees at five (5) days post renewal.

6.6 Waiver. Provided that such a waiver does not invalidate the respective policy or policies or diminish or impair the insured's ability to collect under such policy or policies or unreasonably increase the premiums for such policy or policies unless the party to be benefited by such waiver pays such increase and such waiver is enforceable under applicable law, and without limiting any release or waiver of liability or recovery contained elsewhere in this Agreement, each Owner hereby waives all claims for recovery from the other Owners for any loss or damage to any of its property insured (or required hereunder to be insured) under valid and collectible insurance policies to the extent of any recovery collectible (or which would have been collectible had such insurance required hereunder been obtained) under such insurance policies plus any deductible amounts.

ARTICLE 7

DAMAGE TO THE BUILDING.

7.1 Damage. From and after the Completion Date, if the Building is damaged by fire or other casualty, then the repair and restoration of the Building shall be performed by Residential Owner but the uninsured costs of such repair and restoration shall be shared by the Owners in the same manner that Operating Expenses are shared by the Owners, as more particularly described in Section 7.2. Residential Owner shall select one or more contractors to perform such repair and restoration, all of whom shall be licensed to do business in the State of Illinois, and Residential Owner shall use commercially reasonable efforts to rebuild or restore the Building to a condition that is as nearly identical as commercially practicable to the damaged portion of Building as constructed prior to the damage, to the extent necessary to provide the same functionality and appearance to the portions of the Property with respect to easements, Shared Facilities, functionality, services and appearance as such Property had prior to such

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damage, unless prohibited by law and subject to the approval of the Mortgagees. Residential Owner shall control all insurance proceeds available for application against the cost and expense of any such repair and restoration. If the Building is damaged or destroyed prior to the Completion Date, subject to the approval of its Mortgagee (if required), Residential Owner shall have no obligation to repair or restore the Building and shall, subject to the rights of its Mortgagee and the following sentence, be entitled to all of the available insurance proceeds. In the event that Residential Owner does not repair or restore the Building, to the extent insurance proceeds are available after satisfaction of any and all obligations to its Mortgagee and payment of any costs and expenses associated with any lienable work, Residential Owner shall use such remaining insurance proceeds toward the payment of amounts owed to Parking Easement Owner pursuant to Section 3(d) of that certain Second Amendment to Real Estate Sale Agreement dated as of May 6, 2016.

7.2 Cost of Repairs. If the cost and expense of performing any repair and restoration provided for in Section 7.1 shall exceed the amount of available insurance proceeds, paid by reason of the damage, including deductible amounts, then such excess cost and expense (or the entire amount of such cost and expense, if there are no insurance proceeds available) shall be borne by the Owners as follows. Parking Easement Owner Allocated Share of all such costs and expenses shall be allocated to the Parking Easement Owner and, Residential Owner Allocated Share of all such costs and expenses shall be allocated to the Residential Owner. Notwithstanding the foregoing, if an Owner has not carried the insurance required under Article 6 and, therefore, is a Defaulting Owner, then such Defaulting Owner shall pay the costs and expenses not covered by insurance which another Owner is obligated to pay which would not have been payable by such Owner if proper insurance had been carried by the Defaulting Owner to the extent of the amount which would have been available as insurance proceeds had such Defaulting Owner carried the required insurance. Upon completion of the required repairs and restoration, the Residential Owner shall submit an invoice to Parking Easement Owner for its share of such costs and expenses, and Parking Easement Owner shall have sixty (60) days to remit same to the Residential Owner. If the Parking Easement Owner fails to timely pay its share of such costs and expenses, then the Residential Owner (as the Creditor Owner) may pay the Parking Easement Owner's (as the Defaulting Owner) share and the Defaulting Owner shall, upon written demand, reimburse the Creditor Owner for such payment and the Creditor Owner's reasonable costs and expenses incurred in connection with such payment.

7.3 Agreement Not to Repair. From and after the Completion Date, if the Building is destroyed or substantially damaged, and the Owners unanimously agree not to rebuild, repair or restore the Building, or if the Residential Owner does not desire to rebuild the Building, such Building shall be demolished to the extent necessary to comply with all applicable laws. In such event, the available insurance proceeds, other than insurance proceeds used to cause said demolition to be performed, shall be refunded to each Owner in the same ratio of insurance proceeds contributed by such Owner or by such Owner's insurance company to the total insurance proceeds paid by reason of such damage or, if the insurance is provided by a single policy covering the Property, then in the ratio of insurance proceeds attributed by the insurer to such Owner's portion of the Property to the total insurance proceeds paid by reason of such damage. For purposes of this Section 7.3, insurance proceeds include deductible amounts. For the purposes of this Section 7.3, business interruption insurance shall not be deemed to be insurance proceeds. After such demolition, the Residential Owner shall engage a broker to sell

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the Property. In the event that Parking Easement Owner desires to re-build the Parking Easement Area, Residential Owner shall use commercially reasonable efforts to introduce Parking Easement Owner to such purchaser for a similar arrangement. After sale of the Property, the Owners shall divide the proceeds emanating from sale, after satisfaction of normal and customary closing expenses, (with payment of any mortgages being paid solely out of the Allocated Share of the Owner obligated on the loan secured by such mortgage), in the same manner that the Owners share Operating Expenses. Residential Owner and Parking Easement Owner acknowledge and agree that Parking Easement Owner shall only have such rights outlined in this Section 7.3 from and after the Completion Date, and that prior to the Completion Date, subject to the approval of its Mortgagee (if required), the election to rebuild the Building shall be made solely by Residential Owner, and Residential Owner shall, subject to the rights of its Mortgagee and the last sentence of Section 7.1 above, be entitled to all available insurance proceeds (or, if Residential Owner elects not to rebuild and sell the Property, all sale proceeds).

7.4 Costs Defined. For purposes of this Article 7, architects' and engineers' fees, attorneys' fees, consultants' fees, title insurance premiums and other similar costs and expenses relating to repair or restoration shall be included in the costs and expenses of any such repair or restoration.

ARTICLE 8

DEBTS, INTEREST AND REMEDIES

8.1 Failure to Perform. If at any time, any Owner fails within fifteen (15) Business Days after notice or demand to pay any sum of money due to a Creditor Owner under or pursuant to the provisions of this Agreement or any other time period expressly provided for such payment to be made (thereby becoming a Defaulting Owner) then, in addition to any other rights or remedies the Creditor Owner may have, the Creditor Owner shall have all rights and remedies available to the Credit Owner at law and equity.

8.2 Intentionally Deleted.

8.3 Intentionally Deleted

8.4 Interest Rate. Interest shall accrue on all sums owed by a Defaulting Owner to a Creditor Owner (whether or not the specific provision of this Agreement requiring payment by a Defaulting Owner to a Creditor Owner expressly references such interest) and shall be payable from the date any such sum first became due hereunder until paid in full (after expiration of any grace periods), at a rate of interest equal to a floating rate which is equal to three percent (3%) per annum in excess of the annual rate of interest from time to time announced by JPMorgan Chase Bank at Chicago, Illinois or any successor thereto as its base or prime or reference rate of interest, or if a base or reference rate is not announced or available, then interest shall accrue at the lesser of (i) the annual fixed rate of eighteen percent (18%), and (ii) the maximum amount permitted by applicable law.

8.5 Cumulative Remedies. The rights and remedies of an Owner provided for in this Article 8 or elsewhere in this Agreement are cumulative and not intended to be exclusive of

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any other remedies to which such Owner may be entitled at law or in equity or by statute. An Owner may enforce, by a proceeding in equity for mandatory injunction, another Owner's obligation to execute or record any document which such other Owner is required to execute under or pursuant to this Agreement. The exercise by such Owner of any right or remedy to which it is entitled hereunder shall not preclude or restrict the exercise of any other right or remedy provided hereunder or at law and equity; provided, however, that, notwithstanding any other provision herein to the contrary, no Owner shall be entitled to "economic loss" (including lost profits, if or however characterized as damages) or special or consequential damages from the other Owner as a result of any breach by the other Owner of its obligations under this Agreement.

8.6 No Set-Off. Each claim of any Owner arising under this Agreement shall be separate and distinct, and no defense, set-off, offset or counterclaim arising against the enforcement of any other claim of any Owner shall thereby be or become a defense, set-off, offset or counterclaim against the enforcement of any other claim.

8.7 Period of Limitation. Actions to enforce any right or claim under this Agreement shall be commenced within three (3) years immediately following the date the cause of action accrued, or such other shorter period as may be provided by applicable law.

8.8 Attorneys' Fees. A Defaulting Owner shall pay the reasonable attorneys' fees and court costs (including appeals of any judgment or order) paid or incurred by a Creditor Owner in successfully enforcing its rights against the Defaulting Owner under this Agreement. In the case of an appeal, attorneys' fees shall be payable after the decision in such appeal.

8.9 Self-Help. Without limiting any other rights or remedies of an Owner, including any other self-help provision of this Agreement which grants an Owner the right to perform an obligation which the other Owner has failed to perform, a Creditor Owner shall have the right, in an Emergency Situation, upon reasonable advance notice, if possible under the circumstances and which may be oral, to perform the obligation which the Defaulting Owner has failed to perform until the Defaulting Owner cures such default. The Creditor Owner shall be entitled to payment from the Defaulting Owner for all costs and expenses (including reasonable attorney's fees, including appeals from judgments or orders) paid or incurred by the Owner in performing such obligation which the Defaulting Owner has failed to perform. Where a specific self-help right is granted elsewhere under this Agreement for nonperformance of an obligation, such provision shall control the provisions of this Section 8.9.

ARTICLE 9

ARBITRATION

9.1 Disputes Subject to Arbitration; Arbitration Procedure. All questions, differences, disputes, claims or controversies arising among or between Owners under this Agreement:

(a) expressly made an Arbitrable Dispute or subject to arbitration under this Article 9 by the terms of this Agreement; or

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- (b) involving any of the following matters:
 - (i) apportionment of insurance premiums under Section 6.2 hereof;
 - (ii) disputes arising generally under Article 4; or
 - (iii) matters otherwise not constituting Arbitrable Disputes but which are incidental to and not easily divisible from an Arbitrable Dispute being submitted to arbitration.

which (with respect to any of such matters) shall not be resolved within sixty (60) days after it shall arise (or such other shorter or longer time period expressly provided herein), shall be submitted for arbitration to one (1) arbitrator at the Chicago, Illinois office of the American Arbitration Association in accordance with its then existing Commercial Arbitration Rules for expedited arbitration. Each Owner who is a party to the arbitration shall cause the arbitrator to be selected within twenty (20) Business Days, and proceedings shall commence within fifteen (15) Business Days after selection of the arbitrator, notwithstanding that a longer period may be allowed under the Commercial Arbitration Rules. In the case of disputes under clauses (c)(i), (ii) or (iii) above, or where the subject for arbitration is otherwise the joint selection or appointment of a Person to perform professional or other services, the decision of the arbitrator shall be limited to the Persons proposed by the Owners in their attempt to agree or from those included in an approved list submitted by the Owners. In the case of any other matter which the parties fail to agree upon which this Agreement expressly requires the Owners to jointly decide or agree upon, the decision of the arbitrator shall be limited to the terms (or a compromise of such terms) or within the scope of the terms proposed by each of the Owners in the negotiations of the issue and the provisions of this Agreement, if any, which require the arbitrator to make a particular finding. Any award issued by the arbitrator shall take into account and be consistent with any standards, terms or conditions contained in this Agreement expressly governing the subject of the dispute, except in those instances where the arbitrator is required to select a Person from those selected by the Owners and none meets such standards, terms or conditions. Arbitration may be initiated by any Owner. The Owner initiating arbitration shall notify the other Owner and the Mortgagees of the filing of a claim and demand in arbitration on the day of filing. Owners may not seek injunctive relief in the arbitration. The fees and costs of such arbitration (filing fees, arbitrators' fees and expenses, court reporter's fees and transcript fees, but exclusive of witness fees and attorneys' fees) shall be borne equally by the Owners involved in the arbitration; provided that the arbitrator may include in its award any of the fees and costs of arbitration. Any award of the arbitrator shall be final and binding upon the Owners and judgment thereon shall be entered by any court of competent jurisdiction. Any award including payment of delinquent amounts shall include interest on such delinquent amounts at the rate set forth in Section 8.4. Where a dispute involves both matters which are Arbitrable Disputes and matters which are not Arbitrable Disputes which are not incidental to the Arbitrable Dispute and not easily divisible from it, such dispute shall be submitted to arbitration.

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ARTICLE 10

UNAVOIDABLE DELAYS

No Owner shall be deemed to be in default in the performance of any obligation created under or pursuant to this Agreement, other than an obligation requiring the payment of a sum of money, while and as long as nonperformance of such obligation shall be directly caused by fire or other casualty, national emergency, governmental or municipal laws or restrictions, enemy action, flood, civil commotion, strikes, lockouts, unavailability of labor or materials to projects generally in the Chicago metropolitan area, war or national defense preemptions, acts of God, energy or other utility shortages or similar causes beyond the reasonable control of such Owner applicable to projects generally in the Chicago metropolitan area (other than inability to make payment of money) ("Unavoidable Delay") and the time limit for such performance shall be extended while and as long as such Unavoidable Delay causes such non-performance. The Owner unable to perform (hereinafter in this Article the "Non-Performing Owner") shall notify the other Owner in writing of the existence and nature of any Unavoidable Delay promptly after the onset of any such Unavoidable Delay. The Non-Performing Owner shall, from time to time upon written request of the other Owner, keep such other Owner fully informed, in writing, of all further developments concerning any such Unavoidable Delay. If non-performance is due to an Unavoidable Delay affecting the Non-Performing Owner which does not affect the other Owner's self-help remedy provided for elsewhere in this Agreement and which is otherwise exercisable for such non-performance, then notwithstanding such Unavoidable Delay, the other Owner shall still be entitled to the self-help remedy exercisable only under reasonable circumstances with respect to those obligations to have been performed by the Non-Performing Owner which are the subject of Unavoidable Delay; provided, however, that the Non-Performing Owner shall not be deemed a Defaulting Owner by virtue of such non-performance resulting from such Unavoidable Delay and the exercise of such other Owner's self-help remedy.

ARTICLE 11

CONDEMNATION

11.1 In General. In the event of a taking by the exercise of the power of eminent domain or deed in lieu of condemnation of all or any part of the Building or Property by any competent authority for any public or quasi public use, the award, damages or just compensation (the "Award") resulting from any such taking shall be allocated and disbursed, and any repair and restoration of such portion of the Building shall be performed, in accordance with the requirements of this Article 11. The Owners shall cooperate with one another to maximize the amount of the Award.

11.2 Temporary Taking Awards. In the event of a taking of temporary use of any space not affecting easements or services described in this Agreement, each Owner shall be entitled to receive directly from the taking authority any Award resulting from such temporary taking within its respective portion of the Property, provided, that if a taking occurs prior to the Completion Date, the Residential Owner shall, subject to the rights of its Mortgagee, be entitled to the full amount of any such Award.

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11.3 Repair and Restoration by All Owners. In the event of a taking other than: (A) a temporary taking described in Section 11.2 hereof; or (B) a taking of all or substantially all of a Building or all of the Property underlying the Building, then, subject to Section 11.5 hereof, the Residential Owner shall have the sole discretion to elect to repair and restore the remainder of the Building in the same manner as prescribed in Section 7.1, but the costs of such repair and restoration shall be shared by the Owners in the same manner that Operating Expenses are shared by the Owners as described in Section 11.4.

11.4 Costs. If the cost and expense of performing any repair and restoration provided for in Section 11.3 shall exceed the amount of the available Award, then such excess cost and expense (or the entire amount of such cost and expense, if there is no Award) shall be borne by the Owners as follows: Parking Easement Owner shall pay the Parking Easement Owner Allocated Share of all such costs and expenses, and Residential Owner shall pay the Residential Owner Allocated Share of all such costs and expenses. Upon completion of the required repairs and restoration, the Residential Owner shall submit an invoice to Parking Easement Owner for its share of such costs and expenses, and Parking Easement Owner shall have sixty (60) days to remit same to the Residential Owner. If the Parking Easement Owner fails to timely pay its share of such costs and expenses, then the Residential Owner (as the Creditor Owner) may pay the Parking Easement Owner's (as the Defaulting Owner) share and the Defaulting Owner shall, upon written demand, reimburse the Creditor Owner for such payment and the Creditor Owner's reasonable costs and expenses incurred in connection with such payment. Residential Owner and Parking Easement Owner acknowledge and agree that this Section 11.4 shall only apply from and after the Completion Date.

11.5 Allocation of Award. From and after the Completion Date, in the event of a taking of all or substantially all of the Building, the Award for such taking shall be allocated to the Owners of the Building in accordance with the apportionment made in any final judicial or administrative proceedings in connection with the taking and paid to such Owners, in accordance with said apportionment; provided, however, that the right of an Owner to receive its share of any award and payment shall be subject to the rights of such Owner's Mortgagee to the extent such Mortgagee encumbers the Property or Parking Easement Area. Residential Owner and Parking Easement Owner acknowledge and agree that Parking Easement Owner shall only have such rights outlined in this Section 11.5 from and after the Completion Date, and with respect to any such taking that occurs prior to the Completion Date, subject to the rights of its Mortgagee and the following sentence, Residential Owner shall, subject to the rights of its Mortgagee, be entitled to the full amount of such Award. In the event that such taking occurs prior to the Completion Date and such taking is of the nature that it precludes the Residential Owner from completing the Parking Easement Area, if any portion of the Award is available after satisfaction of any and all obligations to Residential Owner's Mortgagee and payment of any costs and expenses associated with any lienable work, Residential Owner shall use such remaining Award toward the payment of the amounts owed to Parking Easement Owner pursuant to Section 3(d) of that certain Second Amendment to Real Estate Sale Agreement dated as of May 6, 2016.

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ARTICLE 12

ALTERATIONS

Residential Owner may, at any time, at its sole cost and expense, make additions, improvements or alterations to the Building; provided, however, such alterations shall not materially and adversely affect the Parking Easement Area. Parking Easement Owner shall not make any additions, improvements or alterations to the Parking Easement Area or any other portion of the Building (or the Property) without the prior written consent of Residential Owner. Notwithstanding the foregoing, Parking Easement Owner may install signage within the Parking Easement Area that designate certain parking spaces located within the Parking Easement Area for the use of certain Permittees of Parking Easement Owner, provided that such signage must comply with all applicable laws and in no way affect vehicular or pedestrian access to any other portion of the Garage or the Property or otherwise affect the numbering system or striping system implemented by the Residential Owner or interfere with any maintenance or repair responsibilities of the Residential Owner.

ARTICLE 13

ESTOPPEL CERTIFICATES

Each Owner shall, from time to time, within ten (10) Business Days after written request from the other Owner, any prospective transferee of such Owner or any Mortgagee or prospective Mortgagee which has complied with the notice provisions of Section 15.10(b) hereof, execute, acknowledge and deliver to the requesting party, a certificate ("Estoppel Certificate") stating:

(a) That the terms and provisions of this Agreement are unmodified and are in full force and effect or, if modified, identifying such modifications;

(b) Whether, to the knowledge of the Owner executing the Estoppel Certificate, there is any existing default under this Agreement (or grounds therefor after giving the requisite notice hereunder) by the requesting Owner and, if so, specifying the nature and extent thereof;

(c) Whether there are any sums which the Owner executing such Estoppel Certificate is entitled to receive or demand from the requesting Owner, and if there is any such sum, specifying the nature and amounts thereof;

(d) The nature and extent of any setoffs, claims, counterclaims or defenses then being asserted or capable of being asserted (after giving the requisite notice, if any, required hereunder), or otherwise known by the Owner, against the enforcement of the requesting Owner's rights hereunder;

(e) Whether the Owner executing the Estoppel Certificate has requested that a matter be submitted to arbitration, which matter has not been discharged, released or otherwise resolved, and if so, a copy of any such notice or notices shall be delivered with the Estoppel Certificate;

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(f) The current address or addresses to which notices given to the Owner executing such Estoppel Certificate are required to be mailed under Article 14 hereof; and

(g) Such other facts or conclusions as may be reasonably requested. If the requesting party is a Mortgagee or prospective Mortgagee, the Owner on whose Property it holds or intends to hold a Mortgage will be deemed the "Requesting Owner." If the requesting party is a prospective transferee of an Owner, such Owner will be deemed the Requesting Owner.

ARTICLE 14

NOTICES AND APPROVALS

14.1 Notice to Parties. Each notice, demand, request, consent, approval, disapproval, designation or other communication (all of the foregoing are herein referred to as a "notice") that an Owner is required, permitted or desires to give or make or communicate to the other Owners shall be in writing and shall be given or made to a party at its address set forth below or at such other addresses as the parties may designate from time to time by notice given in accordance with the terms hereof. Notices shall be given by registered or certified United States mail, return receipt requested, by recognized overnight delivery service, electronic mail, or by telecopier by no later than 5:00 p.m. Central Time and shall be deemed given two (2) Business Days after deposit with the United States mail, or (1) Business Day after deposit with such overnight delivery service, as applicable, and the Business Day of transmission by telecopier so long as confirmation of successful transmission by telecopier can be demonstrated and a copy of such notice is sent by one of the means for such notice as provided herein.

Parking Easement Order of Friar Servants of Mary, USA Province,
Owner: Inc.
3121 W Jackson Blvd
Chicago, IL 60612
Attn: Rev. John Fontana
Email: johnfontana3@juno.com

with copy to: Stahl Cowen Crowley Addis LLC
55 West Monroe Street, Suite 1200
Chicago, Illinois 60603
Attn: Jeffrey J. Stahl
Email: jstahl@stahlcowen.com

Residential 311 West Illinois Street Owner LLC
Owner: c/o The John Buck Company
225 West Washington Street, Suite 2300
Chicago, IL 60606
Attn: John Silvestri
Email: jsilvestri@tjbc.com

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with copy to: Greenberg Traurig, LLP
 77 West Wacker Drive, Suite 3100
 Chicago, Illinois 60601
 Attn: Michael T. Fishman
 Email: fishmanm@gtlaw.com

and to any Mortgagee which has complied with the notice provisions of Section 15.10 hereof.

Any Owner may designate a different address from time to time, provided, however, it has given at least ten (10) Business Days' advance notice of such change of address. Failure to give notice to any Owner's or Mortgagee's counsel whom such Owner or Mortgagee has requested that copies be delivered shall not render notice to an Owner or Mortgagee invalid or ineffective. If any of the aforesaid Owners shall cease to be the "Owner" of its respective portion of the Building, and the succeeding Owner of that portion of the Building shall fail to give a notice of change of address, then notices may be sent to any one of the following: (i) to the last Owner of record disclosed to the Owner giving notice; (ii) to "Owner of Record" at the street address for that the Property or the Church Property, as applicable, as designated by the U.S. Postal Service (or by the successor of the U.S. Postal Service) or City department or agency having jurisdiction over City addresses; or (iii) to the grantee at the address shown in that last recorded conveyance of the Property or the Church Property as applicable.

ARTICLE 15

GENERAL

15.1 Cooperation of Owners. In fulfilling obligations and exercising rights under this Agreement, each Owner shall cooperate with each other Owner to promote the efficient operation of each respective portion of the Building and the harmonious relationship among the Owners and to protect the value of each Owner's respective portion, estate or interest in the Building. To that end, each Owner shall share information which it possesses relating to matters which are the subject of this Agreement, except such information as an Owner may reasonably deem confidential or privileged or which may be the subject of litigation or which such Owner is prohibited from revealing pursuant to court order. From time to time after the date hereof, each Owner shall furnish, execute and acknowledge, without charge (except where elsewhere provided herein) such other instruments, documents, materials and information as another Owner may reasonably request in order to confirm to such requesting Owner the benefits contemplated hereby, but only so long as any such request does not restrict or abridge the benefits granted the other Owner hereunder.

15.2 Severability. The illegality, invalidity or unenforceability under any applicable law of any covenant, restriction or condition or any other provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Agreement.

15.3 Headings. The headings of Articles and Sections in this Agreement are for convenience of reference only and shall not in any way limit or define the content, substance or effect of the Articles or Sections.

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15.4 Amendments to Agreement. Except as otherwise provided in this Agreement, this Agreement may be amended or terminated only by an instrument signed by Residential Owner and Parking Easement Owner. Notwithstanding the foregoing, the Residential Owner may at any time amend this Agreement unilaterally without the consent of the Parking Easement Owner, as long as such amendment does not (i) disproportionately affect the rights and obligations of the Parking Easement Owner or (ii) materially and adversely affect the use of the Parking Easement Area. Any amendment to or termination of this Agreement shall be recorded with the Recorder.

15.5 Perpetuities and Other Invalidity. The covenants, conditions and restrictions contained in this Agreement shall be enforceable by the Owners and their respective successors and assigns for the term of this Agreement, which shall be perpetual to coincide with the perpetual easements provided for under this Agreement (or if the applicable law (including any rule against perpetuities or other statutory or common law rule) prescribes a shorter period, then upon expiration of such period). If the applicable law prescribes such shorter period, then upon expiration of such shorter period, said covenants, conditions and restrictions shall be automatically extended without further act or deed of the Owners, except as may be required by law, for successive periods of twenty (20) years, subject to amendment or termination as set forth in Section 15.4. If any of the options, privileges, covenants or rights created by this Agreement would otherwise be unlawful or void for violation of (i) the rule against perpetuities or some statutory provisions, (ii) the rule restricting restraints on alienation, or (iii) any other similar statutory or common law rules, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living lawful descendants of Mayor Rahm Emanuel, Mayor of the City.

15.6 Abandonment of Easements. Easements created hereunder shall not be presumed abandoned by non-use or the occurrence of damage or destruction of a portion of the Building subject to an easement, unless the Owner benefited by such easement states in writing its intention to abandon the easement, provided the consent of the Mortgagees shall also be required with respect to any such abandonment.

15.7 Applicable Laws. The parties hereto acknowledge that this Agreement and all other instruments in connection herewith have been negotiated, executed and delivered to the Recorder for filing. This Agreement and said other instruments shall, in all respects, be governed, construed, applied and enforced in accordance with the laws of the State of Illinois, including without limitation, matters affecting title to all real Property described herein.

15.8 No Third Party Beneficiary. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary under any laws or otherwise, except Mortgagees.

15.9 Incorporation. Each provision of the Recitals to this Agreement and each Exhibit attached hereto is hereby incorporated in this Agreement and is an integral part hereof.

15.10 Notice to Mortgagees; Rights of Mortgagee.

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(a) The term “Mortgage” as used herein shall mean any mortgage of an interest in the Property given primarily to secure the repayment of money owed by the mortgagor (together with any related loan agreement or other documents executed and delivered in connection therewith). The term “Mortgagee” as used herein shall mean the Mortgagee from time to time under any such Mortgage;

(b) If a Mortgagee shall have served on the Owners, by personal delivery or by registered or certified mail return receipt requested or by overnight courier or by telecopier, a written notice specifying the name and address of such Mortgagee, such Mortgagee shall be given a copy of each and every notice required to be given by one party to the others at the same time as and whenever such notice shall thereafter be given by one party to the others, at the address last furnished by such Mortgagee. The address of any existing Mortgagee shall be as set forth in its consent to subordination attached hereto. After receipt of such notice from a Mortgagee, no notice thereafter given by either party shall be deemed to have been given unless and until a copy thereof shall have been so given to the Mortgagee.

(c) A Mortgagee shall have the absolute right, but no duty or obligation, to cure or correct a breach of this Agreement by the Owner whose Property is encumbered by the Mortgagee’s Mortgage within any applicable cure period provided for such breach by such Mortgagor Owner. If a Mortgagee has served the notice described in Section 15.10(b), then the Mortgagee shall have an additional period of twenty (20) days after notice to the Mortgagee of expiration of the cure period allowed the mortgagor Owner before the other Owner may exercise any right or remedy to which it may be entitled as a Creditor Owner, except exercise of a self-help right in an Emergency Situation.

15.11 Waiver of Mechanic’s Liens by Owners. The Owners do hereby fully and completely waive and release, for themselves, their successors and assigns, any and all claim of, or right to, liens, which such Owners may have under the Illinois Mechanic’s Lien Act against, or with respect to the Property or improvements owned by any other Owner or any part thereof, or with respect to the estate or interest of any person whatsoever in the Property or improvements owned by any other Owner, or any part thereof, or with respect to any material, fixtures, apparatus, or machinery furnished or to be furnished thereto pursuant to this Agreement, by the Owners, their successors, assigns, materialmen, contractors, subcontractors, or sub subcontractors, of any labor, services, material, fixtures, apparatus, machinery, improvements, repairs or alterations in connection with the Property or the improvements thereon. The parties agree that, to the extent permitted by law, the legal effect of this Agreement is that no mechanic’s lien or claim may be filed or maintained by any Owner under the Illinois Mechanic’s Lien Act with respect to that portion of the Property or improvements owned by any other Owner.

15.12 Binding Effect. The easements, covenants and restrictions created under this Agreement shall be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Property, and each of the foregoing shall run with the land.

15.13 Name of Building. Neither Owner shall make use of any name in connection with all or any portion of its Property if the use of such name would violate any applicable law.

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15.14 Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Owners in their respective businesses or otherwise, nor shall it cause them to be considered joint ventures or members of any joint enterprise. Each Owner shall be considered a separate Owner, and no Owner shall have the right to act as an agent for another party, unless expressly authorized to do so herein or by separate written instrument signed by the Owner to be charged.

15.15 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any Owner hereto shall inure to the benefit of any third-party Person, nor shall any third-party Person be deemed to be a beneficiary of any of the provisions contained herein.

15.16 Agreement Shall Continue Notwithstanding Breach. It is expressly agreed that, except as herein specifically provided, no breach of this Agreement shall (i) entitle any Owner to cancel, rescind, or otherwise terminate this Agreement, or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of the Property. However, such limitation shall not affect in any manner any other rights or remedies which an Owner may have hereunder by reason of any such breach.

15.17 Counterparts. This Agreement and any attached consents or exhibits requiring signatures may be executed in counterparts, and all counterparts shall constitute but one and the same document.

ARTICLE 16

LIMITATION OF LIABILITY

16.1 Limitation of Liability. The liability under this Agreement of an Owner shall be limited to and enforceable solely against the assets of such Owner constituting an interest in the Property and, in the case of Residential Owner, in addition, the Residential Facilities (including insurance and condemnation proceeds attributable to the Property and, in the case of Residential Owner, the Residential Facilities and including, where the Owner is a trustee of a land trust, the subject matter of the trust) and any security provided pursuant to this Agreement, and no other assets of such Owner. Assets of an Owner which is a partnership, corporation or limited liability company do not include the assets of the partners, shareholders or members of such partnership, corporation or limited liability company. Owner, and the negative capital account of a partner in a partnership or a member in a limited liability company which is an Owner and an obligation of a partner to contribute capital to the partnership or a member to contribute capital to the limited liability company which is an Owner shall not be deemed to be assets of the partnership or limited liability company which is an Owner. At any time during which an Owner is trustee of a land trust, all of the covenants and conditions to be performed by it hereunder are undertaken solely as trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against it or any of the beneficiaries under said trust agreement by reason of any of the covenants or conditions contained herein.

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16.2 Transfer of Ownership. Parking Easement Owner may only sell, assign, transfer, convey or otherwise dispose of its right to the Parking Easement Area in connection with the sale, assignment, transfer or conveyance of the Church Property. Subject to the restrictions in the immediately preceding sentence of this Section 16.2, if an Owner shall sell, assign, transfer, convey or otherwise dispose of its portion of the Property (other than as security for a loan to such Owner), then: (a) such Owner shall be entirely freed and relieved of any and all covenants and obligations arising under this Agreement which accrue under this Agreement from and after the date such Owner shall so sell, assign, transfer, convey or otherwise dispose of its interest in such portion of the Property; and (b) the Person who succeeds to Owner's interest in such portion of the Property shall be deemed to have assumed any and all of the covenants and obligations arising under this Agreement of such Owner both theretofore accruing or which accrue under this Agreement from and after the date such Owner shall so sell, assign, transfer, convey or otherwise dispose of its interest in such Property. Notwithstanding the foregoing, if Residential Owner sells the Property prior to the Completion Date, then subject to the rights of its Mortgagee, to the extent such sale proceeds are available after satisfaction of any and all obligations to Residential Owner's Mortgagee and the payment of any costs and expenses associated with any lienable work, Residential Owner shall use such remaining sale proceeds toward the payment of the amount owed to Parking Easement Owner pursuant to Section 3(d) of that certain Second Amendment to Real Estate Sale Agreement dated as of May 6, 2016.

ARTICLE 17

REAL ESTATE TAXES

17.1 Real Estate Tax Bills. The Residential Owner shall pay the real estate taxes levied upon the Property, including the Parking Easement Area.

[No further text on this page; signature on following page]

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and recorded the day and year first above written.

RESIDENTIAL OWNER:

311 WEST ILLINOIS STREET OWNER LLC,
a Delaware limited liability company

By: *Kevin Hites*
Name: Kevin Hites
Its: Authorized Signatory

STATE OF ILLINOIS

COUNTY OF COOK

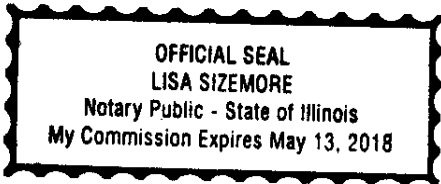
I, the undersigned a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named KEVIN HITES, being the AUTHORIZED SIGNATORY of 311 West Illinois Street Owner LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and Notary Seal, this 21st day of June, 2016.

Lisa Sizemore

Notary Public
My Commission Expires:

May 13, 2018



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PARKING EASEMENT OWNER:

**ORDER OF FRIAR SERVANTS OF MARY,
USA PROVINCE INC.,
an Illinois corporation**

By: John M. Fontana, ASM
Name: John M. Fontana, ASM
Its: President

STATE OF ILLINOIS }
 } SS.
COUNTY OF COOK }

I, the undersigned a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named John M. Fontana, being the President of Order of Friar Servants of Mary, USA Province, Inc., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and Notary Seal, this 7 day of June 2016.
Jeffrey J. Stahl
Notary Public
My Commission Expires:

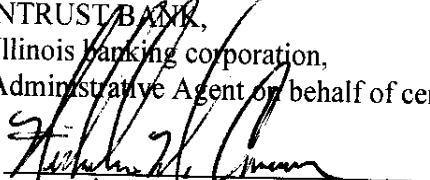


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MORTGAGEE CONSENT

Consent is hereby given to the foregoing **PARKING EASEMENT AND OPERATING AGREEMENT** dated June 7, 2016 (the "Parking Easement Agreement"), by and between 311 West Illinois Street Owner LLC, a Delaware limited liability company (the "Residential Owner"), and Order of Friar Servants of Mary, USA Province Inc., an Illinois corporation, in connection with the development of the residential and parking development located at 311 W. Illinois St., Chicago, Illinois (the "Property"). Capitalized terms, not otherwise defined herein, shall have the meaning specified in the Parking Easement Agreement. The undersigned, WINTRUST BANK, an Illinois banking corporation, as Administrative Agent on behalf of certain Lenders (the "Administrative Agent") a party to that certain Loan Agreement dated June 7, 2016, agrees and acknowledges that any foreclosure or enforcement of any other remedy available to the undersigned under the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as the same has been or may be amended, restated, supplemented or otherwise modified from time to time, the "Mortgage") granted by the Residential Owner to and for the benefit of the Administrative Agent, dated as of June 7, 2016, and recorded June 8, 2016, as Instrument No. _____ in the office of the Recorder of Deeds of Cook County, Illinois, affecting only the Property or under any other mortgages or other security agreements for the benefit of the undersigned with regard to the Property will not render void or otherwise impair the validity of the Parking Easement Agreement or give the undersigned the right to terminate the Parking Easement Agreement. Additionally, the undersigned subordinates the liens and interests of the undersigned under the Mortgage as above referenced and under any other mortgages or other security agreements pertaining to the Project to the covenants, terms and conditions of the Parking Easement Agreement, as if the Parking Easement Agreement was recorded prior to the Mortgage and all other mortgages or other security agreements pertaining to the Project; provided however that: all Owners agree that: (i) the Administrative Agent is a Mortgagee; (ii) the execution and delivery of this Mortgagee Consent shall for all purposes of the Agreement be deemed proper delivery of the notice specified in Section 15.10(b) of the Agreement; and (iii) this Mortgagee Consent shall not create any liability or obligation on Administrative Agent for the payment or performance of any duties or obligations under the Agreement. Administrative Agent's address for notices pursuant to Section 15.10 of the foregoing Parking Easement Agreement is as follows: Wintrust Bank, 231 South LaSalle Street, Suite 200, Chicago, Illinois 60604, Attn: Nicholas M. Cannon, Fax: (855) 654-2746, Email: ncannon@wintrust.com.

WINTRUST BANK,
an Illinois banking corporation,
as Administrative Agent on behalf of certain Lenders

By: 
Name: NICHOLAS M. CANNON
Its: SENIOR VICE PRESIDENT

Mortgagee Consent

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EXHIBIT A

PROPERTY

LOTS 1 THROUGH 6, INCLUSIVE, TOGETHER WITH THAT PART OF LOT 7 IN BLOCK 4 IN BUTLER, WRIGHT & WEBSTER'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 7 AFORESAID 6.08 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG A LINE DRAWN 6.08 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 7, A DISTANCE OF 76.05 FEET; THENCE EASTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE, 2.08 FEET; THENCE SOUTHERLY ALONG A LINE DRAWN 4.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 7, A DISTANCE OF 24.00 FEET TO THE SOUTH LINE OF SAID LOT 7, BEING THE SOUTHERLY TERMINUS OF THE HEREIN DESCRIBED LINE, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

CHURCH PROPERTY

LOTS 8 THROUGH 13, INCLUSIVE, TOGETHER WITH THAT PART OF LOT 7 IN BLOCK 4 IN BUTLER, WRIGHT & WEBSTER'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 7 AFORESAID 6.08 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG A LINE DRAWN 6.08 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 7, A DISTANCE OF 76.05 FEET; THENCE ALONG A LINE DRAWN 4.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 7, A DISTANCE OF 24.00 FEET TO THE SOUTH LINE OF SAID LOT 7, BEING THE SOUTHERLY TERMINUS OF THE HEREIN DESCRIBED LINE, IN COOK COUNTY, ILLINOIS.

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EXHIBIT C

PARKING EASEMENT AREA

PARCEL 2A:

THAT PART OF LOTS 1 THROUGH 6, INCLUSIVE, AND THE EAST 4.00 FEET OF LOT 7 IN BLOCK 4 IN BUTLER, WRIGHT & WEBSTER'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE AFORESAID LOTS, BEING ALSO THE SOUTH LINE OF WEST ILLINOIS STREET, 126.88 FEET TO A POINT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 81.54 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 24.00 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 24.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +31.40 FEET (CHICAGO CITY DATUM), AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +40.07 FEET (CHICAGO CITY DATUM), IN COOK COUNTY ILLINOIS.

AREA = 432 SQUARE FEET OR 0.00992 ACRES

PARCEL 2B:

THAT PART OF LOTS 1 THROUGH 6, INCLUSIVE, AND THE EAST 4.00 FEET OF LOT 7 IN BLOCK 4 IN BUTLER, WRIGHT & WEBSTER'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE AFORESAID LOTS, BEING ALSO THE SOUTH LINE OF WEST ILLINOIS STREET, 132.42 FEET TO A POINT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 15.08 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 8.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 18.00 FEET; THENCE NORTH 0 DEGREES

Exh. C

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00 MINUTES 00 SECONDS EAST, 8.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +32.90 FEET (CHICAGO CITY DATUM), AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +41.23 FEET (CHICAGO CITY DATUM), IN COOK COUNTY ILLINOIS.

AREA = 144 SQUARE FEET OR 0.00331 ACRES

PARCEL 2C:

THAT PART OF LOTS 1 THROUGH 6, INCLUSIVE, AND THE EAST 4.00 FEET OF LOT 7 IN BLOCK 4 IN BUTLER, WRIGHT & WEBSTER'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE AFORESAID LOTS, BEING ALSO THE SOUTH LINE OF WEST ILLINOIS STREET, 81.00 FEET TO A POINT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 40.88 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 16.00 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 16.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +32.90 FEET (CHICAGO CITY DATUM), AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +41.23 FEET (CHICAGO CITY DATUM), IN COOK COUNTY ILLINOIS.

AREA = 288 SQUARE FEET OR 0.00661 ACRES

PARCEL 2D:

THAT PART OF LOTS 1 THROUGH 6, INCLUSIVE, AND THE EAST 4.00 FEET OF LOT 7 IN BLOCK 4 IN BUTLER, WRIGHT & WEBSTER'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF

Exh. C

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THE AFORESAID LOTS, BEING ALSO THE SOUTH LINE OF WEST ILLINOIS STREET, 64.44 FEET TO A POINT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 40.88 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 8.00 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 8.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT AN INCLINED PLANE WHOSE WEST BOUNDARY HAS AN ELEVATION OF +33.45 FEET (CHICAGO CITY DATUM) AND WHOSE EAST BOUNDARY HAS AN ELEVATION OF +33.97 FEET (CHICAGO CITY DATUM), AND SAID PARCEL HAVING AS AN UPPER LIMIT AN INCLINED PLANE WHOSE WEST BOUNDARY HAS AN ELEVATION OF +41.78 FEET (CHICAGO CITY DATUM) AND WHOSE EAST BOUNDARY HAS AN ELEVATION OF +42.30 FEET (CHICAGO CITY DATUM), IN COOK COUNTY ILLINOIS.

AREA = 144 SQUARE FEET OR 0.00331 ACRES

PARCEL 2E:

THAT PART OF LOTS 1 THROUGH 6, INCLUSIVE, AND THE EAST 4.00 FEET OF LOT 7 IN BLOCK 4 IN BUTLER, WRIGHT & WEBSTER'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE AFORESAID LOTS, BEING ALSO THE SOUTH LINE OF WEST ILLINOIS STREET, 1.75 FEET TO A POINT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 19.33 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 16.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 18.00 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 16.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +35.30 FEET (CHICAGO CITY DATUM), AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +43.63 FEET (CHICAGO CITY DATUM), IN COOK COUNTY ILLINOIS.

AREA = 288 SQUARE FEET OR 0.00661 ACRES

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PARCEL 2F:

THAT PART OF LOTS 1 THROUGH 6, INCLUSIVE, AND THE EAST 4.00 FEET OF LOT 7 IN BLOCK 4 IN BUTLER, WRIGHT & WEBSTER'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE AFORESAID LOTS, BEING ALSO THE SOUTH LINE OF WEST ILLINOIS STREET, 1.75 FEET TO A POINT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 37.58 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 24.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 18.00 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 24.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +35.30 FEET (CHICAGO CITY DATUM), AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +43.63 FEET (CHICAGO CITY DATUM), IN COOK COUNTY ILLINOIS.

AREA = 432 SQUARE FEET OR 0.00992 ACRES

PARCEL 2G:

THAT PART OF LOTS 1 THROUGH 6, INCLUSIVE, AND THE EAST 4.00 FEET OF LOT 7 IN BLOCK 4 IN BUTLER, WRIGHT & WEBSTER'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE AFORESAID LOTS, BEING ALSO THE SOUTH LINE OF WEST ILLINOIS STREET, 1.75 FEET TO A POINT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 64.58 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 16.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 18.00 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 16.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET TO THE POINT OF BEGINNING;

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SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +35.30 FEET (CHICAGO CITY DATUM), AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +43.63 FEET (CHICAGO CITY DATUM), IN COOK COUNTY ILLINOIS.

AREA = 288 SQUARE FEET OR 0.00661 ACRES

PARCEL 2H:

THAT PART OF LOTS 1 THROUGH 6, INCLUSIVE, AND THE EAST 4.00 FEET OF LOT 7 IN BLOCK 4 IN BUTLER, WRIGHT & WEBSTER'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE AFORESAID LOTS, BEING ALSO THE SOUTH LINE OF WEST ILLINOIS STREET, 19.75 FEET TO A POINT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 81.54 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 24.00 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 24.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +35.30 FEET (CHICAGO CITY DATUM), AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +43.63 FEET (CHICAGO CITY DATUM), IN COOK COUNTY ILLINOIS.

AREA = 432 SQUARE FEET OR 0.00992 ACRES

PARCEL 2I:

THAT PART OF LOTS 1 THROUGH 6, INCLUSIVE, AND THE EAST 4.00 FEET OF LOT 7 IN BLOCK 4 IN BUTLER, WRIGHT & WEBSTER'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE AFORESAID LOTS, BEING ALSO THE SOUTH LINE OF WEST ILLINOIS STREET, 46.63 FEET TO A POINT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 81.54 FEET TO THE POINT

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OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 24.00 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 24.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT AN INCLINED PLANE WHOSE EAST BOUNDARY HAS AN ELEVATION OF +35.48 FEET (CHICAGO CITY DATUM) AND WHOSE WEST BOUNDARY HAS AN ELEVATION OF +37.06 FEET (CHICAGO CITY DATUM), AND SAID PARCEL HAVING AS AN UPPER LIMIT AN INCLINED PLANE WHOSE EAST BOUNDARY HAS AN ELEVATION OF +43.82 FEET (CHICAGO CITY DATUM) AND WHOSE WEST BOUNDARY HAS AN ELEVATION OF +45.39 FEET (CHICAGO CITY DATUM), IN COOK COUNTY ILLINOIS.

AREA = 432 SQUARE FEET OR 0.00992 ACRES

PARCEL 2J:

THAT PART OF LOTS 1 THROUGH 6, INCLUSIVE, AND THE EAST 4.00 FEET OF LOT 7 IN BLOCK 4 IN BUTLER, WRIGHT & WEBSTER'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE AFORESAID LOTS, BEING ALSO THE SOUTH LINE OF WEST ILLINOIS STREET, 73.63 FEET TO A POINT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.54 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 24.00 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 24.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT AN INCLINED PLANE WHOSE EAST BOUNDARY HAS AN ELEVATION OF +37.25 FEET (CHICAGO CITY DATUM) AND WHOSE WEST BOUNDARY HAS AN ELEVATION OF +38.83 FEET (CHICAGO CITY DATUM), AND SAID PARCEL HAVING AS AN UPPER LIMIT AN INCLINED PLANE WHOSE EAST BOUNDARY HAS AN ELEVATION OF +45.59 FEET (CHICAGO CITY DATUM) AND WHOSE WEST BOUNDARY HAS AN ELEVATION OF +47.16 FEET (CHICAGO CITY DATUM), IN COOK COUNTY ILLINOIS.

AREA = 432 SQUARE FEET OR 0.00992 ACRES

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PARCEL 2K:

THAT PART OF LOTS 1 THROUGH 6, INCLUSIVE, AND THE EAST 4.00 FEET OF LOT 7 IN BLOCK 4 IN BUTLER, WRIGHT & WEBSTER'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE AFORESAID LOTS, BEING ALSO THE SOUTH LINE OF WEST ILLINOIS STREET, 100.64 FEET TO A POINT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 81.54 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 24.00 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 24.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT AN INCLINED PLANE WHOSE EAST BOUNDARY HAS AN ELEVATION OF +39.02 FEET (CHICAGO CITY DATUM) AND WHOSE WEST BOUNDARY HAS AN ELEVATION OF +40.59 FEET (CHICAGO CITY DATUM), AND SAID PARCEL HAVING AS AN UPPER LIMIT AN INCLINED PLANE WHOSE EAST BOUNDARY HAS AN ELEVATION OF +47.36 FEET (CHICAGO CITY DATUM) AND WHOSE WEST BOUNDARY HAS AN ELEVATION OF +48.93 FEET (CHICAGO CITY DATUM), IN COOK COUNTY ILLINOIS.

AREA = 432 SQUARE FEET OR 0.00992 ACRES

PARCEL 2L:

THAT PART OF LOTS 1 THROUGH 6, INCLUSIVE, AND THE EAST 4.00 FEET OF LOT 7 IN BLOCK 4 IN BUTLER, WRIGHT & WEBSTER'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE AFORESAID LOTS, BEING ALSO THE SOUTH LINE OF WEST ILLINOIS STREET, 126.79 FEET TO A POINT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 81.54 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 24.00 FEET; THENCE NORTH 0 DEGREES

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00 MINUTES 00 SECONDS EAST, 18.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 24.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +40.73 FEET (CHICAGO CITY DATUM), AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +49.07 FEET (CHICAGO CITY DATUM), IN COOK COUNTY ILLINOIS.

AREA = 432 SQUARE FEET OR 0.00992 ACRES

PARCEL 2M:

THAT PART OF LOTS 1 THROUGH 6, INCLUSIVE, AND THE EAST 4.00 FEET OF LOT 7 IN BLOCK 4 IN BUTLER, WRIGHT & WEBSTER'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE AFORESAID LOTS, BEING ALSO THE SOUTH LINE OF WEST ILLINOIS STREET, 132.75 FEET TO A POINT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 15.08 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 8.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 18.00 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 7.63 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 0.33 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 0.37 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 17.67 FEET TO THE POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +41.90 FEET (CHICAGO CITY DATUM), AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +50.23 FEET (CHICAGO CITY DATUM), IN COOK COUNTY ILLINOIS.

AREA = 144 SQUARE FEET OR 0.00330 ACRES

PARCEL 2N:

THAT PART OF LOTS 1 THROUGH 6, INCLUSIVE, AND THE EAST 4.00 FEET OF LOT 7 IN BLOCK 4 IN BUTLER, WRIGHT & WEBSTER'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

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COMMENCING AT THE NORTHEAST CORNER OF LOT 1 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE AFORESAID LOTS, BEING ALSO THE SOUTH LINE OF WEST ILLINOIS STREET, 81.00 FEET TO A POINT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 40.88 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 16.00 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 16.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +41.90 FEET (CHICAGO CITY DATUM), AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +50.23 FEET (CHICAGO CITY DATUM), IN COOK COUNTY ILLINOIS.

AREA = 288 SQUARE FEET OR 0.00661 ACRES

PARCEL 20:

THAT PART OF LOTS 1 THROUGH 6 INCLUSIVE, AND THE EAST 4.00 FEET OF LOT 7 IN BLOCK 4 IN BUTLER, WRIGHT & WEBSTER'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE AFORESAID LOTS, BEING ALSO THE SOUTH LINE OF WEST ILLINOIS STREET, 64.29 FEET TO A POINT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 40.88 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 8.00 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 8.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT AN INCLINED PLANE WHOSE WEST BOUNDARY HAS AN ELEVATION OF +42.46 FEET (CHICAGO CITY DATUM) AND WHOSE EAST BOUNDARY HAS AN ELEVATION OF +42.97 FEET (CHICAGO CITY DATUM), AND SAID PARCEL HAVING AS AN UPPER LIMIT AN INCLINED PLANE WHOSE WEST BOUNDARY HAS AN ELEVATION OF +50.79 FEET (CHICAGO CITY DATUM) AND WHOSE EAST BOUNDARY HAS AN ELEVATION OF +51.31 FEET (CHICAGO CITY DATUM), IN COOK COUNTY ILLINOIS.

AREA = 144 SQUARE FEET OR 0.00331 ACRES

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PARCEL 2P:

THAT PART OF LOTS 1 THROUGH 6, INCLUSIVE, AND THE EAST 4.00 FEET OF LOT 7 IN BLOCK 4 IN BUTLER, WRIGHT & WEBSTER'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE AFORESAID LOTS, BEING ALSO THE SOUTH LINE OF WEST ILLINOIS STREET, 72.88 FEET TO A POINT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.88 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 8.00 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 8.99 FEET TO THE POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT AN INCLINED PLANE WHOSE WEST BOUNDARY HAS AN ELEVATION OF +41.90 FEET (CHICAGO CITY DATUM) AND WHOSE EAST BOUNDARY HAS AN ELEVATION OF +42.42 FEET (CHICAGO CITY DATUM), AND SAID PARCEL HAVING AS AN UPPER LIMIT AN INCLINED PLANE WHOSE WEST BOUNDARY HAS AN ELEVATION OF +50.23 FEET (CHICAGO CITY DATUM) AND WHOSE EAST BOUNDARY HAS AN ELEVATION OF +50.75 FEET (CHICAGO CITY DATUM), IN COOK COUNTY ILLINOIS.

AREA = 144 SQUARE FEET OR 0.00331 ACRES

PARCEL 2Q:

THAT PART OF LOTS 1 THROUGH 6, INCLUSIVE, AND THE EAST 4.00 FEET OF LOT 7 IN BLOCK 4 IN BUTLER, WRIGHT & WEBSTER'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE AFORESAID LOTS, BEING ALSO THE SOUTH LINE OF WEST ILLINOIS STREET, 46.63 FEET TO A POINT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 0.88 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET; THENCE NORTH 90

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EXHIBIT D

PLANS

See attached.



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DEGREES 00 MINUTES 00 SECONDS WEST, 24.00 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 18.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 24.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT AN INCLINED PLANE WHOSE WEST BOUNDARY HAS AN ELEVATION OF +42.56 FEET (CHICAGO CITY DATUM) AND WHOSE EAST BOUNDARY HAS AN ELEVATION OF +44.11 FEET (CHICAGO CITY DATUM), AND SAID PARCEL HAVING AS AN UPPER LIMIT AN INCLINED PLANE WHOSE WEST BOUNDARY HAS AN ELEVATION OF +50.89 FEET (CHICAGO CITY DATUM) AND WHOSE EAST BOUNDARY HAS AN ELEVATION OF +52.44 FEET (CHICAGO CITY DATUM), IN COOK COUNTY ILLINOIS.

AREA = 432 SQUARE FEET OR 0.00992 ACRES

PARCEL 2R:

THAT PART OF LOTS 1 THROUGH 6, INCLUSIVE, AND THE EAST 4.00 FEET OF LOT 7 IN BLOCK 4 IN BUTLER, WRIGHT & WEBSTER'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE AFORESAID LOTS, BEING ALSO THE SOUTH LINE OF WEST ILLINOIS STREET, 8.92 FEET TO A POINT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED LINE, 87.50 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 1.29 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 0.50 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 3.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 0.50 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, 5.83 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 3.33 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 1.50 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 2.36 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 7.67 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 2.36 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, 0.96 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 3.33 FEET TO THE POINT OF BEGINNING;

SAID PARCEL HAVING AS A LOWER LIMIT A HORIZONTAL PLANE OF ELEVATION +14.40 FEET (CHICAGO CITY DATUM), AND HAVING AS AN UPPER LIMIT A HORIZONTAL PLANE OF ELEVATION +23.40 FEET (CHICAGO CITY DATUM), IN COOK COUNTY ILLINOIS.

AREA = 53 SQUARE FEET OR 0.00123 ACRES

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**3Eleven (311 W Illinois)
Drawing and Specification List
Issued for 50% CD Drawings dated February 3, 2016**

Cover	Cover Sheet
G0-00	Drawing List
G0-01	Abbreviations, Notes, Legends, and Location Map
G0-02	Summaries – Zoning, Building Areas, FAR
G0-03	CDOT Plant, Fire Department Plan
G0-04	Plat of Survey
G1-01	Life Safety Diagrams and Exit Capacity Schedules
G1-02	Life Safety Diagrams and Exit Capacity Schedules
G1-03	Life Safety Diagrams and Exit Capacity Schedules
G2-01	Accessibility Notes
G2-02	Accessibility Notes
G2-03	Accessibility Diagrams
G2-04	Accessible Unit Key Plans and Matrix
G2-05	Millwork Plans and Interior Elevations
G2-06	Millwork Plans and Interior Elevations
G2-07	Toilet Room Plans and Interior Elevations
G2-08	Toilet Room Plans and Interior Elevations
C0-00	Civil Engineering Cover Sheet
C0-01	Existing Condition
C1-00	Site Demolition Plan
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