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RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (the "Agreement") is made and entered into as of this 12th day of May, 2016, by and between CHICAGO TITLE ~~AND~~ LAND TRUST COMPANY, NOT PERSONALLY BUT SOLELY AS SUCCESSOR TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 24, 1993 AND KNOWN AS TRUST NO. 116762-02 ("**Shopping Center Owner**"), and CHICAGO TITLE ~~AND~~ LAND TRUST COMPANY, NOT PERSONALLY BUT SOLELY AS SUCCESSOR TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 10, 1969 AND KNOWN AS TRUST NO. 40233 ("**Club Owner**").

RECITALS:

A. Shopping Center Owner is the owner in fee of that certain real property located in the City of Chicago, County of Cook, State of Illinois, more particularly described in Exhibit "A-1" attached hereto (the "**Shopping Center Property**"), and Club Owner is the owner in fee of that certain real property located in the City of Chicago, County of Cook, State of Illinois, more particularly described in Exhibit "A-2" attached hereto (the "**Club Property**"). Both the Shopping Center Property and the Club Property are located adjacent to each other.

B. Shopping Center Owner and Club Owner desire to enter into this Agreement.

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ARTICLE I DEFINITIONS

1.1 **Definitions.** Certain terms are defined in the text of this Agreement. When used herein the following terms shall have the following meanings:

“**Agreement**” is defined in the first paragraph hereof.

“**Club Access Easement**” is defined in Section 2.1.1 below.

“**Club Owner**” is defined in the first paragraph hereof.

“**Club Parking Spaces**” shall mean all parking spaces located from time to time on the Club Property; provided, however, that the Club Parking Spaces shall not include any parking spaces located in the Parking Garage.

“**Club Property**” is defined in Paragraph “A” of the Recitals above.

“**Condemnation**” shall mean the taking of a Parcel, or any portion thereof, by the exercise of any governmental power, whether by legal proceedings or otherwise, by any public or quasi-public authority, or by any private corporation or individual, having the power of condemnation, or the occurrence of any voluntary sale or transfer of a Parcel, or any portion thereof, either under threat of Condemnation or while legal proceedings for Condemnation are pending.

“**Construction Manager**” is defined in Section 5.4.3 below.

“**Critical Areas**” shall mean the areas shown as Michaels Critical Area on Exhibit “B”.

“**Defaulting Party**” is defined in Section 10.1 below.

“**Deficient Structural Support**” means the reduction of the structural support for any portion of the Parking Garage Building below the support required to maintain the structural safety or integrity of the Parking Garage Building.

“**Default Rate**” is defined in Section 10.2 below.

“**Facilities**” shall mean all systems, and the component parts thereof, and any replacements or substitutions therefor, forming a part of the Parking Garage Building and designated or utilized to furnish support, enclosure, utility or any other services to any portion of the applicable building, including without limitation: chilled and condenser water, central air handling and fan, temperature control, domestic water, fire suppression, sanitary waste, storm water, electrical, emergency generator, gas, fire detector and alarm, security systems, master satellite antenna, emergency power, telephone, elevator, stairwells, lightning protection, kitchen waste and any other systems, together with any and all equipment and component parts thereto, including, without limitation, annunciators, antennae, boxes, brackets, cabinets, cables, coils, computers, conduits,

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control centers, cooling towers, couplers, devices, ducts, elevator cars and related equipment, equipment, fans, fixtures, generators, hangers, heat traces, indicators, junctions, lines, machines, meters, motors, outlets, panels, pipes, pumps, radiators, risers, shafts, starters, switches, switchboards, tanks, transformers, valves, wiring, davits and pegs.

“**Force Majeure**” is defined in Section 12.17 below.

“**Garage Retail Space**” shall mean the building and other improvements located within Tract 5-A.

“**Non-Defaulting Party**” is defined in Section 10.1 below.

“**Operating Expenses**” is defined in Section 3.2.1 below.

“**Parcel**” or “**Parcels**” shall mean the Shopping Center Property and/or the Club Property, as the context may require.

“**Parking Garage**” shall mean the parking garage constructed on Tract 5-B and Tract 6 of the Club Property, as the same may hereafter be modified.

“**Parking Garage Building**” shall mean the improvements in which both the Parking Garage and the Garage Retail Space are located.

“**Parking Garage Building Easements**” is defined in Section 2.6 below.

“**Parking Lot**” shall mean that area designated as the “Parking Lot” on Exhibit “B” attached hereto, including not only Parking Spaces but also drives and other access ways (including Critical Areas).

“**Parking Lot Maintenance**” is defined in Section 5.1 below.

“**Parking Spaces**” shall mean, the Club Parking Spaces and/or the Shopping Center Parking Spaces, as the context requires.

“**Party**” and “**Parties**” or “**party**” and “**parties**” as used in this Agreement shall initially mean Shopping Center Owner and Club Owner until such Persons have transferred their respective real property interests in and to any portion of their respective Parcel(s), as more particularly provided herein. Thereafter, Party or Parties shall mean their respective successors and/or assigns.

“**Permitees**” shall mean the Parties, all Persons from time to time entitled to the use and occupancy of a Parcel or any portion thereof under any lease, deed or other arrangement whereunder such Person has acquired a right to the use and occupancy thereof, and their respective officers, directors, employees, agents, contractors, customers, visitors, invitees, licensees and concessionaires.

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“**Person**” or “**Persons**” shall mean and include individuals, partnerships, firms, associations, joint ventures, corporations, limited liability companies, land trusts, or any other form of business or governmental entity.

“**Pro Rata Share**” shall mean, initially, sixty eight percent (68%) to Shopping Center Owner, and thirty two percent (32%) to Club Owner. The Pro Rata Shares set forth in this definition shall be adjusted, from time to time, based on the reasonable agreement of the Parties, in the event that the number of Parking Spaces or size of the Parking Lot changes.

“**Protected Access Ways**” shall mean the areas shown as Protected Access Ways on Exhibit “B”.

“**Pylon Sign**” is defined in Section 2.1.6.2 below.

“**Shopping Access Easement**” is defined in Section 2.1.2 below.

“**Shopping Center Owner**” is defined in the first paragraph hereof.

“**Shopping Center Parking Spaces**” shall mean all parking spaces located from time to time on the Shopping Center Property.

“**Shopping Center Property**” is defined in Paragraph “A” of the Recitals above.

“**Sign Maintenance Easement**” is defined in Section 2.1.6.2 below.

“**Structural Engineer**” is defined in Section 5.4.2 below.

“**Tract 5**” shall mean, together, Tract 5-A and Tract 5-B.

“**Tract 5-A**” shall mean that parcel of land identified as Tract 5-A on Exhibit “A-1” attached hereto.

“**Tract 5-B**” shall mean that parcel of land identified as Tract 5-B on Exhibit “A-2” attached hereto.

“**Tract 6**” shall mean that parcels of land identified as Tract 6A and Tract 6B on Exhibit “A-2” attached hereto.

“**Transfer**” is defined in Section 8.1.1 below.

“**Transferee**” is defined in Section 8.1.3 below.

“**Transferor**” is defined in Section 8.1.2 below.

“**Waiving Party**” is defined in Section 9.2 below.

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ARTICLE II EASEMENTS

2.1 Easements.

2.1.1 **Club Access Easement.** Shopping Center Owner hereby grants to Club Owner, for the benefit of the Club Property, for the use of Club Owner and for the use of its Permittees, a non-exclusive easement across that portion of the Parking Lot and any sidewalks located on the Shopping Center Property for vehicular and pedestrian ingress and egress and access to the Club Property. The easements granted to Club Owner under this Section 2.1.1 are herein referred to as the “**Club Access Easement.**”

2.1.2 **Shopping Center Access Easement.** Club Owner hereby grants to Shopping Center Owner, for the benefit of the Shopping Center Property, for the use of Shopping Center Owner and for the use of its Permittees, a non-exclusive easement across that portion of the Parking Lot and any sidewalks located on Club Property for vehicular and pedestrian ingress and egress and access to the Shopping Center Property. The easements granted to Shopping Center Owner under this Section 2.1.2 are herein referred to as the “**Shopping Center Access Easement.**” For the sake of clarity, Shopping Center Owner acknowledges that the Shopping Center Access Easement does not apply with respect to, or encumber, the Parking Garage.

2.1.3 **Parking Garage Maintenance Easement.**

2.1.3.1 Shopping Center Owner hereby grants to Club Owner, for the benefit of the Club Property, for the use of Club Owner, a non-exclusive easement (“**Parking Garage Maintenance Easement**”), for the use thereof for purposes of repair and maintenance of, and making capital improvements (including without limitation adding additional floors) to, the Parking Garage, on, over and across that portion of the Shopping Center Property reasonably necessary in order to perform or make such repairs, maintenance and capital improvements, provided that the same shall be limited to those portions of the Shopping Center Property which are not then improved with any building (the “**Parking Garage Maintenance Easement Area**”), on and subject to the terms and conditions set forth herein. The Parking Garage Maintenance Easement shall remain in effect from and after the date hereof until such time as the Parking Garage now located on the Club Property (as the same may hereafter be modified or added to) is removed or demolished, at which time the Parking Garage Maintenance Easement shall terminate. The Parking Garage Maintenance Easement is granted on an “as is” basis.

2.1.3.2 Shopping Center Owner reserves the right from time to time to use and temporarily close the Parking Garage Maintenance Easement Area in connection with the performance by Shopping Center Owner of repair, maintenance, alteration or restoration of that portion of the Parking Lot located on the Shopping Center Property or to prevent the acquisition of prescriptive rights; provided, however, that (a) in the exercise of its rights under this Section 2.1.3.2,

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the Shopping Center Owner shall use commercially reasonable efforts to minimize the times at which the Parking Garage Maintenance Easement is not available and (b) Shopping Center Owner shall give Club Owner not less than thirty (30) days' prior written notice of any action to be taken by Shopping Center Owner that would in any way interfere with the Parking Garage Maintenance Easement (or such lesser notice as may be appropriate in an emergency) and shall cooperate with Club Owner in scheduling and planning such actions to minimize the adverse impact on the Parking Garage Maintenance Easement.

2.1.3.3 Upon termination of the Parking Garage Maintenance Easement as hereinabove provided, the termination shall be effective automatically without any action on the part of any Party, but Shopping Center Owner is authorized, upon any such termination, to record a notice of termination of the Parking Garage Maintenance Easement. A copy of such notice of termination shall be furnished by Shopping Center Owner to the other Parties.

2.1.4 Easements in Favor of Garage Retail Space. Club Owner hereby grants, declares and creates the following perpetual easements burdening Tract 5-B and Tract 6, for the exclusive use and enjoyment of Tract 5-A:

2.1.4.1 A non-exclusive easement in and to all structural members, footings, caissons, foundations, columns and beams and any other supporting components located within or constituting a part of the Parking Garage for the support, whether direct or indirect, of the Garage Retail Space.

2.1.4.2 A non-exclusive easement for the use for their intended purposes of all Facilities at any time located in the Parking Garage and connected to Facilities at any time located in the Garage Retail Space (and any replacements thereof) which provide or shall be necessary to provide the Garage Retail Space with any utilities or other services or which may otherwise be necessary to the operation thereof.

2.1.4.3 An exclusive easement to maintain encroachments in the event and to the extent that, by reason of the original construction of the Parking Garage Building, any reconstruction thereof, minor surveying errors, or the subsequent settlement or shifting of any part of the Parking Garage Building, any part of the Garage Retail Space encroaches or shall hereafter encroach upon any part of the Parking Garage. Such easement to maintain encroachments shall exist only as long as the encroaching portion of the Parking Garage Building continues to exist. In no event shall an easement for any encroachment upon the Parking Garage be created in favor of the Garage Retail Space if such encroachment is intentionally made by Shopping Center Owner in connection with the reconstruction, repair or alteration of the Parking Garage Building subsequent to its initial construction.

2.1.4.4 A non-exclusive easement over, on, across and through the Parking Garage to the extent reasonably necessary (i) to permit the maintenance of the Garage Retail Space, as required or permitted pursuant to this Agreement,

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(ii) to exercise the easements set forth in this Section 2.1.4, (iii) for ingress and egress by persons, materials and equipment during an emergency situation, or (iv) to construct and maintain substitute or additional structural support permitted hereunder.

2.1.5 Easements in Favor of Parking Garage. Shopping Center Owner hereby grants, declares and creates the following perpetual easements burdening Tract 5-A, for the exclusive use and enjoyment of Tract 5-B and Tract 6:

2.1.5.1 A non-exclusive easement in and to all structural members, footings, caissons, foundations, columns and beams and any other supporting components located within or constituting a part of the Garage Retail Space for the support, whether direct or indirect, of the Parking Garage. In the event of a casualty pursuant to which Shopping Center Owner elects not to rebuild the Garage Retail Space, Club Owner shall have a non-exclusive easement to construct and erect any structural members, footings, caissons, foundations, columns and beams and any other supporting components desired by Club Owner for the support, whether direct or indirect, of the Parking Garage.

2.1.5.2 A non-exclusive easement for the use for their intended purposes of all Facilities at any time located in the Garage Retail Space and connected to Facilities at any time located in the Parking Garage (and any replacements thereof) which provide or shall be necessary to provide the Parking Garage with any utilities or other services or which may otherwise be necessary to the operation thereof.

2.1.5.3 An exclusive easement to maintain encroachments in the event and to the extent that, by reason of the original construction of the Parking Garage Building, any reconstruction thereof, minor surveying errors, or the subsequent settlement or shifting of any part of the Parking Garage Building, any part of the Parking Garage encroaches or shall hereafter encroach upon any part of the Garage Retail Space. Such easement to maintain encroachments shall exist only as long as the encroaching portion of the Parking Garage Building continues to exist. In no event shall an easement for any encroachment upon the Garage Retail Space be created in favor of the Parking Garage if such encroachment is intentionally made by Club Owner in connection with the reconstruction, repair or alteration of the Parking Garage Building subsequent to its initial construction.

2.1.5.4 A non-exclusive easement over, on, across and through the Garage Retail Space to the extent reasonably necessary (i) to permit the maintenance of the Parking Garage, as required or permitted pursuant to this Agreement, (ii) to exercise the easements set forth in this Section 2.1.5, (iii) for ingress and egress by persons, materials and equipment during an emergency situation, or (iv) to construct and maintain substitute or additional structural support permitted hereunder.

2.1.6 Meetings; Signage.

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2.1.6.1 The Parties shall meet and confer periodically to coordinate the operation of the Parking Lot in accordance with the terms of this Agreement. Each Party may install such signage with respect to the parking spaces on its Parcel or on its portion of the Parking Garage Building as it elects provided the same are not inconsistent with the rights provided for herein. The costs of installation, repair and maintenance of such signs shall be at the sole expense of the Party installing the same; provided, however, that with respect to any signage that the Parties jointly agree shall be installed for the benefit of both Parcels, the costs of installation, repair and maintenance of such signs shall be an Operating Expense.

2.1.6.2 Without limiting the foregoing, the Parties have jointly agreed to have installed on the Shopping Center Property a pylon sign (the "**Pylon Sign**") near the Elston Avenue entrance/exit on the Shopping Center Property. Club Owner shall install, repair, maintain and replace the Pylon Sign, as an Operating Expense, and Midtown Athletic Club (or its successor) shall have the right to the largest space on the Pylon Sign. Club Owner shall have the exclusive and irrevocable right to (a) replace the Pylon Sign, from time to time (in which case the replacement shall become the Pylon Sign for purposes of this Agreement), and (b) relocate the Pylon Sign from time to time at Club Owner's sole cost and expense subject to (i) the approval of Shopping Center Owner, not to be unreasonably withheld or delayed, and (ii) rights of tenants of the Shopping Center under leases existing as of the date hereof. Future tenants of the Shopping Center shall have the right to have their names on the Pylon Sign, with the space therefor being in proportion to the amount of square feet being leased by them in the Shopping Center, in Club Owner's reasonable judgment. Shopping Center Owner hereby grants to Club Owner, for the benefit of the Club Property, for the use of Club Owner, a non-exclusive easement ("**Sign Maintenance Easement**"), for the use thereof for purposes of repair and maintenance of, and replacing and relocating, the Pylon Sign, on, over and across that portion of the Shopping Center Property reasonably necessary in order to perform or make such repairs, maintenance, replacement and relocation.

2.2 **Monitoring Use of Parking Spaces.** Each Party reserves the right to eject, or cause the ejection, from any portion of the Parking Lot located on such Party's Parcel, any Person or Persons not authorized, empowered or privileged to use such parking space.

2.3 **Right to Modify Parking Lot and Parking Garage.** Notwithstanding the easements granted herein, (a) each Party shall have the right to modify the number and configuration of the Parking Spaces on its Parcel in such Party's sole discretion, including without limitation the right to eliminate all such Parking Spaces entirely, and (b) Club Owner shall have the right to increase or decrease the height of the Parking Garage, and to build additional structures above the Parking Garage (all of which shall be included within the definition of the Parking Garage, notwithstanding that the use thereof may be different), in its sole discretion. Notwithstanding the foregoing, (i) for so long as the same is prohibited by any lease then in effect with respect to the Shopping Center or any portion thereof, Club Owner shall not make any material change in the size, location or configuration of the curb cuts (points of

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access), driveways, drive aisles or service drives to that portion of the Critical Area located on the Club Property, except as required by applicable laws or the City of Chicago or except for temporary changes necessary or desirable in the course of performing repairs or maintenance, and (ii) Shopping Center Owner shall not make any material change in the size, location or configuration of the curb cuts (points of access), driveways, drive aisles or service drives to that portion of the Protected Access Ways located on the Shopping Center Property, except as required by applicable laws or the City of Chicago or except for temporary changes necessary or desirable in the course of performing repairs or maintenance.

2.4 Term of Club Access Easement and Sign Maintenance Easement. The Club Access Easement and Sign Maintenance Easement shall each continue in favor of Club Owner for the benefit of the Club Property in perpetuity; provided, however, that (a) the Sign Maintenance Easement shall terminate on the three (3) year anniversary of the date on which there are no longer any improvements on the Club Property, and (b) from and after the three (3) year anniversary of the date on which there are no longer any improvements on the Club Property, Shopping Center Owner may relocate driveways, and ingress and egress to Elston Avenue, on the Shopping Center Property, provided that the Club Property at all times has ingress and egress to Elston Avenue from, across and through the Shopping Center Property.

2.5 Term of Shopping Center Access Easement. The Shopping Center Access Easement shall continue in favor of Shopping Center Owner for the benefit of the Shopping Center Property in perpetuity; provided, however, that the same shall terminate on the three (3) year anniversary of the date on which there are no longer any improvements on the Shopping Center Property.

2.6 Term of Garage Retail Space and Parking Garage Easements and Other Matters Relating to Such Easements. The easements granted under Section 2.1.4 shall continue in favor of Shopping Center Owner for the benefit of Tract 5-A in perpetuity. The easements granted under Section 2.1.5 shall continue in favor of Club Owner for the benefit of Tract 5-B and Tract 6 in perpetuity. The easements granted under Section 2.1.4 and Section 2.1.5 are referred to as the "**Parking Garage Building Easements**". Each Parking Garage Building Easement which provides or requires, for its enjoyment, ingress and egress on, over, across or through any portion of the Parking Garage Building shall be subject (except in an emergency situation) to reasonable prior notice to the owner of the burdened portion of the Parking Garage Building, and the owner of the burdened portion of the Parking Garage Building may reasonably establish limited paths of ingress and egress and limited hours of the day or days of the week during which such Parking Garage Building Easements may be used to prevent any unreasonable interference with the use and operation of such portion of the Parking Garage Building and in order to assure the reasonable security thereof; provided, however, that any such limitations shall not preclude or unreasonably restrict enjoyment or exercise of any such Parking Garage Building Easement.

2.7 Supplemental Documents. Without limitation of the provisions of Sections 2.4 and 2.5, upon the termination of the Club Access Easement or the Shopping Center Access Easement pursuant to Section 2.4 or Section 2.5, as applicable, the Parties shall enter into such documents as any Party may reasonably request for the purpose of confirming such termination and effecting the provisions of Section 2.4 or 2.5 (as applicable), which documents shall be in

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form and substance reasonably satisfactory to the Parties and shall be recorded at the expense of the Party requesting the execution and delivery thereof.

ARTICLE III OPERATING EXPENSES

3.1 **Real Estate Taxes.** The Parties agree that, during the term of this Agreement, (a) Shopping Center Owner shall be responsible for all real estate taxes allocable to the Shopping Center Property, and (b) Club Owner shall be responsible for all real estate taxes allocable to the Club Property. Notwithstanding the foregoing, the Parties acknowledge that as of the date hereof, Tract 5-A lies within PIN 14-30-319-035 (the "**Shared PIN**"), and that the Shared PIN also includes Tract 5-B. Until such time as Tract 5-A and Tract 5-B are each assessed separately from the other, (i) Shopping Center Owner shall be responsible for that portion of the real estate taxes relating to the land and the structures within Tract 5-A with respect to the Shared PIN and Club Owner shall be responsible for that portion of the real estate taxes relating to the structures within Tract 5-B with respect to the Shared PIN, and (ii) Shopping Center Owner shall promptly pay any real estate tax bill with respect to the Shared PIN, and Club Owner shall reimburse Shopping Center Owner for its portion of such real estate tax bill within twenty (20) days after written request therefor (accompanied by a copy of such bill).

3.2 **Operating Expenses.**

3.2.1 **Allocation of Operating Expenses.** Subject to the provisions of this Section 3.2.1, the Parties intend that Club Owner shall be responsible for performing the Parking Lot Maintenance for the entirety of the Parking Lot, in accordance with an annual plan and budget with respect thereto mutually agreed upon by the Parties. Either Party, at any time, upon written notice to the other Party, may terminate such arrangement, such that thereafter, each Party shall be responsible for performing the Parking Lot Maintenance with respect to its respective portion of the Parking Lot. For so long as Club Owner is responsible for performing the Parking Lot Maintenance for the entirety of the Parking Lot, Shopping Center Owner shall reimburse Club Owner for an amount equal to Shopping Center Owner's Pro Rata Share of all of the reasonable costs and expenses (collectively, "**Operating Expenses**") incurred by Club Owner in performing (or causing the performance of) the Parking Lot Maintenance, except as hereinafter set forth. Operating Expenses shall not include real estate taxes, which will be paid by the Parties in accordance with Section 3.1 above. Notwithstanding the foregoing, to the extent that either Club Owner or Shopping Center Owner believe that it would be unfair for such Party to bear, on a Pro Rata Share basis, the costs of the services rendered by any Person in connection with any Parking Lot Maintenance, Club Owner shall request that the Person performing such Parking Lot Maintenance allocate its charges between services rendered to the portion of the Parking Lot located on the Shopping Center Property and services rendered to the portion of the Parking Lot located on the Club Property, and such allocation shall be subject to the reasonable review and approval by the Parties (and when approved, such costs shall be paid on such basis, notwithstanding each Party's Pro Rata Share). In the event that the Person providing such services does not so allocate the bill, Club Owner shall propose a fair and equitable allocation of the bills for such services, and the same shall be subject to the reasonable

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approval by Shopping Center Owner (and when approved, such costs shall be paid on such basis, notwithstanding each Party's Pro Rata Share).

3.2.2 Budget. Prior to each calendar year, Club Owner shall furnish to Shopping Center Owner a budget reasonably estimating the Operating Costs for such year. Once such budget is approved by Shopping Center Owner (not to be unreasonably withheld or delayed, and pending such approval, the prior year's budget shall be used), Shopping Center Owner shall pay its Pro Rata Share of the estimated annual Operating Expenses in monthly installments in advance on the first day of each month. On or before April 1 of each calendar year, Club Owner shall furnish to Shopping Center Owner an accounting of all Operating Expenses for the prior calendar year, together with copies of such invoices, billing statements, receipts and other backup information as Shopping Center Owner may reasonably require. In the event that the estimated Pro Rata Share of the Operating Expenses paid by Shopping Center Owner with respect to any such prior calendar year exceeds its Pro Rata Share of the actual Operating Expenses for such prior calendar year, Club Owner shall refund the excess. In the event that Shopping Center Owner's Pro Rata Share of the actual Operating Expenses with respect to any such prior calendar year exceeds the estimated amounts previously paid by Shopping Owner with respect thereto, Shopping Center Owner shall, within thirty (30) days of delivery of such annual accounting of Operating Expenses, pay the deficiency to Club Owner.

3.3 Late Payment Charge. Any amount owed by one Party to the other hereunder which is more than thirty (30) days past due shall be subject to a flat late payment charge of five percent (5%). In addition, for as long as such amount remains unpaid more than ten (10) days after the date when due, such unpaid amount shall also bear interest at the Default Rate. The late charge and interest provisions contained herein are in addition to and do not diminish or represent a substitute for any or all of a Party's other rights to enforce the provisions of this Agreement.

ARTICLE IV COMPLIANCE WITH LAWS

4.1 Compliance With Laws. Each Party covenants and agrees that it will not use its respective Parcel, or any part thereof, or any building or other improvement thereon, in violation of the laws of the United States of America, the State of Illinois, or the ordinances, regulations or requirements of the local municipal or county governing body or other lawful authorities having jurisdiction over its Parcel or any conditions, and restrictions affecting its Parcel including, but not limited to, this Agreement, and any amendments or modifications thereto approved by the Parties.

ARTICLE V OPERATION AND MAINTENANCE

5.1 Operation and Maintenance of Parking Lot. Club Owner shall maintain and repair (including, without limitation, making any necessary replacements), or shall cause to be maintained and repaired, the Parking Lot (including snow removal and, when reasonably necessary, repaving, resurfacing and restriping of the Parking Lot) and the lighting, signage and

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landscaping thereon, and keep them in first-class order, condition, and repair, free of rubbish and other hazards to persons using such area, and properly lighted (collectively, the "**Parking Lot Maintenance**"). Notwithstanding the foregoing, either Party, at any time, upon written notice to the other Party, may terminate such arrangement, such that thereafter, each Party shall be responsible for performing the Parking Lot Maintenance with respect to its respective portion of the Parking Lot.

5.2 **Changes in Parking Lot.** Each Party reserves the right from time to time (i) to close temporarily that portion of the Parking Lot on its Parcel in connection with the performance by such Party of its repair and maintenance obligations or to prevent the acquisition of prescriptive rights, (ii) to make changes to that portion of the Parking Lot on its Parcel, and (iii) to do and perform such other acts and make such other changes in, to or with respect to that portion of the Parking Lot on its Parcel as such Party may deem to be appropriate. Notwithstanding the foregoing, in the event that Shopping Center Owner enters into a lease with Michaels Stores, Inc. (the "**Michaels Lease**") prior to September 1, 2016, then for so long as the Michaels Lease is in effect and tenant is not in default (beyond any applicable notice and cure periods) thereunder, Club Owner shall not make changes to that portion of the Critical Area located on the Club Property except in compliance with the Michaels Lease.

5.3 **General; Prohibited Uses.** Each Party covenants and agrees to maintain and operate its Parcel in a first-class manner, commensurate with the operation of similar uses in Chicago, Illinois. Shopping Center Owner shall not use or lease (or permit the use, lease or sublease of) its Parcel or any portion thereof for any of the prohibited uses set forth on Exhibit "C" attached hereto. Each Party shall have all rights and remedies available at law or in equity, including without limitation injunctive relief, in the event of any violation of the provisions of this Section 5.3.

5.4 **Parking Garage Building.**

5.4.1 No Party shall take any action which would adversely affect the structural safety or integrity of the Parking Garage Building.

5.4.2 If any Party in good faith believes or suspects Deficient Structural Support for any reason, a qualified structural engineer (the "**Structural Engineer**") shall be appointed by the Parties and such Structural Engineer shall review, at the request of any of the Parties, the extent of any such reduction and the need for or adequacy of any such substitute or additional structural support; provided, however, that if the Structural Engineer does not find Deficient Structural Support, the requesting Party shall bear the entire costs relating to the retention of the Structural Engineer for such review.

5.4.3 If the Structural Engineer shall determine that substitute or additional structural support is required in the Parking Garage Building, then a qualified construction manager (the "**Construction Manager**") shall be appointed by the Parties and shall be engaged to commence the construction of such substitute or additional support within a reasonable time under the circumstances, and having commenced such construction shall proceed diligently to cause the completion of such construction in accordance with plans and specifications prepared by or approved by the Structural

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Engineer and approved by Parties (which approval shall not be unreasonably withheld or delayed). Unless due solely to the actions of a single Party or solely for the benefit of a single Party, Shopping Center Owner shall pay 30% of all costs and expenses, and Club Owner shall pay 70% of all costs and expenses, in connection with construction of the substitute or additional support, including, without limitation, the fees of the Construction Manager, and the Structural Engineer and any other engineering fees.

5.4.4 In the event that Club Owner grants any tenant of the Shopping Center Property a right to place a sign identifying such tenant on the Parking Garage, then for so long as the Michaels Lease is in place and Michaels Stores, Inc. (or an affiliate) is still the tenant under the Michaels Lease, Club Owner shall offer Michaels Stores, Inc., a right to place a comparable sign on the Parking Garage, on substantially the same terms and conditions. Such right may not be assigned by Michaels Stores, Inc. to any assignee of, or subtenant under, the Michaels Lease.

5.5 **Compliance with Insurance Requirements.** The Parties shall each comply in all material respects with all rules, regulations and requirements of any insurance rating bureau having jurisdiction over the Parcels or any portion thereof and the requirements of any insurance policy affecting insurance coverage on any of the other Party's Parcel, if noncompliance by it with respect to its Parcel or any portion thereof would (a) increase the premiums of any policy of insurance maintained by the other Party, or (b) render the other Party's Parcel uninsurable, or (c) create a valid defense to the other Party's rights to collect insurance proceeds under policies insuring such other Party's Parcel; provide that, however, that if such compliance is hereafter required solely because of the nature of the use, possession or management of or activities in the other Party's Parcel, such other Party shall be liable for the cost and expense of such compliance.

ARTICLE VI RESTORATION

6.1 **Restoration.** If, at any time during the term of this Agreement all or any portion of (a) the Parking Lot is damaged or destroyed by any casualty, the Party which owns such portion of the Parking Lot shall have discretion as to whether or not to repair, restore or replace the same, provided that any damage or destruction of the Protected Access Ways shall be restored to the extent possible, to commence within thirty (30) days after such damage or destruction, subject to Force Majeure, or sooner if possible, (b) the Parking Garage is damaged or destroyed by any casualty and Shopping Center Owner desires to continue to use the Garage Retail Space, Club Owner agrees, at its sole cost and expense, to commence within forty five (45) days after such damage or destruction, subject to Force Majeure, or sooner if possible, and thereafter to use due diligence to complete, the repair, restoration or replacement of the Parking Garage to the extent required for the proper support and operation of the Garage Retail Space, and (c) the Garage Retail Space is damaged or destroyed by any casualty and Club Owner desires to continue to use the Parking Garage, Shopping Center Owner agrees, at its sole cost and expense, to commence within forty five (45) days after such damage or destruction, subject to Force Majeure, or sooner if possible, and thereafter to use due diligence to complete, the repair, restoration or replacement of the Garage Retail Space to the extent required for the proper support and operation of the Parking Garage.

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ARTICLE VII CONDEMNATION

7.1 **Partial Taking.** In the event any portion, but less than all, of the Parking Lot is taken as a result of any Condemnation, the Party which owns such portion of the Parking Lot shall have discretion as to whether or not to restore or replace the same, provided that (a) any loss of the Protected Access Ways shall be replaced to the extent commercially reasonable, and (b) the Club Property at all times shall have ingress and egress to Elston Avenue from, across and through the Shopping Center Property.

7.2 **Total Taking.** In the event the entire Parking Lot is taken as a result of any Condemnation, the Club Access Easement and the Shopping Center Access Easement shall terminate.

7.3 **Award.** If the Parking Lot or any portion thereof is taken by Condemnation, each Party shall be entitled to the damages and the award that relate to the portion thereof taken that relates to such Party's Parcel.

ARTICLE VIII TRANSFER OR CONVEYANCE

8.1 **Definitions.** As used in this Agreement, the following terms shall have the following respective meanings:

8.1.1 **"Transfer"** shall mean a conveyance by way of sale, assignment, grant or transfer, but not a mortgage or deed of trust.

8.1.2 **"Transferor"** shall mean the seller, assignor, grantor or transferor in a particular Transfer.

8.1.3 **"Transferee"** shall mean the purchaser, assignee, grantee or transferee in a particular Transfer.

8.2 **All Transfers.** All transfers by a Party, as used in this Agreement, (including the successors in interest to the Parcel(s)) shall comply with the following:

8.2.1 **Transfer of Entire Interest.** In the event of the Transfer of the whole of the interest of any of the Parties in and to a Parcel in which such Party presently has an interest, without retaining any beneficial interest other than under the terms of a deed of trust or mortgage or without simultaneously acquiring a new interest by way of leasehold, life estate or other possessory interest, then the powers conferred upon such Party with respect to the Parcel so transferred shall be deemed Transferred to and the obligations hereunder assumed by such Transferee.

8.2.2 **Retention of Leasehold Interest.** In the event the whole of the interest of such Party in and to the Parcel in which it has a present interest is Transferred but a new interest is created in such Party simultaneously with such transfer by way of leasehold or similar possessory arrangement, or in the event such Party shall Transfer its interest in

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said Parcel or any part thereof by deed of trust or other security instrument as security for indebtedness, then none of the powers or obligations conferred upon such Party consistent with the interest assigned, transferred or conveyed by such Party, but all of the powers and obligations herein referred to shall remain in such Party so long as it retains any possessory interest in and to said Parcel other than as a beneficiary under the terms of a deed of trust or mortgage.

8.2.3 Multiple Ownership. In the event any of the Parties shall Transfer its interest in a Parcel or a portion of such Parcel in such manner as to vest its interest in such Parcel or a portion of such Parcel in more than one Person, then not less than fifty-one percent (51%) in interest of such Transferees (with such percentage being determined by reference to the respective ownership interests in such Parcel or portion thereof, and not by reference to the number of Transferees) shall designate one of their number (or, in the case of a condominium development, the condominium association) to act on behalf of all of such Transferees in the exercise of the powers granted to such Party under this Agreement with respect to the Parcel or portion thereof so transferred. So long as such designation remains in effect, such designee shall be a Party hereunder and shall have the power to bind such Parcel and such Transferees, and such Transferees shall not be deemed to be Parties. Any such designation must be in writing and served upon the other Parties hereto by registered or certified mail, and must be recorded in the Official Records. In the absence of such written designation, the acts of the Party whose interest is so divided with respect to the exercise of the powers vested by this instrument shall be binding upon all Persons having an interest in such Parcel until such time as written notice of such designation is given and recorded in the official Records.

8.2.4 Release. Whenever the rights, powers and obligations conferred upon any of the Parties are transferred as permitted herein, the Transferor shall be released or discharged from the obligations thereafter accruing under the terms of this Agreement (but, notwithstanding the provisions of Section 12.20, shall be personally liable for any accrued obligations), and the Transferee(s) of such interest shall be bound by the covenants and restrictions herein contained accruing from and after the date of such Transfer. Notwithstanding the foregoing, no such Party shall be so released until notice of such Transfer has been given in the manner set forth below, at which time the Transferor's personal liability for obligations which have not yet accrued shall terminate. A Party transferring all or any portion of its interest in a Parcel shall give notice to the other Party of such Transfer and shall include therein at least the following information: (a) the name and address of the new Party, and (b) a copy of the legal description of the Parcel or portion thereof subject to such Transfer. Until notice of such Transfer is given, the Transferor shall (for purposes of this Agreement only) be deemed to be the Transferee's agent.

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ARTICLE IX INDEMNIFICATION AND INSURANCE

9.1 Indemnity.

(a) Shopping Center Owner hereby agrees to indemnify, defend and hold harmless Club Owner and its beneficiaries, tenants, lenders, officers, members, managers, employees, and agents from and against all damage, liability, claims, costs and expenses (including reasonable attorneys' fees) incurred by Club Owner in connection with the use of the Parcels by Shopping Center Owner or its Permittees, including any action or proceedings brought, arising from or as a result of the death of or any accident, injury, loss or damage whatsoever caused to any Person or to the property of any Person as may occur on or about the Parcels by reason of any act or omission of Shopping Center Owner or its Permittees.

(b) Club Owner hereby agrees to indemnify, defend and hold harmless Shopping Center Owner and its beneficiaries, tenants, lenders, officers, members, managers, employees, and agents from and against all damage, liability, claims, costs and expenses (including reasonable attorneys' fees) incurred by Shopping Center Owner in connection with the use of the Parcels by Club Owner or its Permittees, including any action or proceedings brought, arising from or as a result of the death of or any accident, injury, loss or damage whatsoever caused to any Person or to the property of any Person as may occur on or about the Parcels by reason of any act or omission of Club Owner or its Permittees.

9.2 **Waiver of Subrogation.** Each Party hereby waives (the "Waiving Party") any rights the Waiving Party may have against the other Parties (including but not limited to a direct action for damages) on account of any loss or damage suffered by the Waiving Party (whether or not such loss or damage is caused by the fault, negligence or other tortious conduct, acts or omissions of the other Parties or their respective Permittees), to their respective property, respective Parcels and the improvements thereon, its contents or to any other portion of the same arising from any risk covered by or which could be covered by customary "All Risk" forms of insurance. The Parties hereto each, on behalf of their respective insurance companies insuring the property of such Parties against any such loss, waive any right of subrogation that such Parties or the respective insurers may have against the other or their respective Permittees and all rights of their respective insurance companies based upon an assignment from its insured. Each Party to this Agreement agrees to give each such insurance company written notification of the terms of the mutual waivers contained in this Section and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of such insurance coverage by reason of said waivers. The foregoing waiver shall be effective whether or not the Parties maintain the insurance or give written notice of the waivers contained herein to their insurance companies.

9.3 Insurance.

9.3.1 **Shopping Center Owner Insurance.** Shopping Center Owner shall at all times carry (or cause to be carried) (a) commercial general liability insurance written on an occurrence basis covering its legal liability in connection with claims for personal

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injury or death and property damage incurred on or about the Shopping Center Property and the Parking Lot in commercially reasonable amounts (but not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate for personal injuries, including bodily injury or death, blanket broad form contractual liability, libel, slander, wrongful eviction, false arrest, products, completed operations, and broad form property damage liability to any number of Persons arising out of any one occurrence) in accordance with the requirements of this Section 9.3, (b) commercial automobile liability insurance written on an occurrence form covering owned, leased, hired or non-owned vehicles used or brought onto the Shopping Center Property or the Parking Lot, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage liability, (c) Workers' Compensation with at least statutory limits, and (d) umbrella or excess liability insurance written on an occurrence form in an amount not less than \$5,000,000 each occurrence and \$5,000,000 aggregate. Club Owner shall be shown as an additional insured on Shopping Center Owner's commercial general liability insurance for personal injury or death and property damage incurred on or about the portion of the Parking Lot located on the Club Property.

9.3.2 Club Owner Insurance. Club Owner shall at all times carry (or cause to be carried) (a) commercial general liability insurance written on an occurrence basis covering its legal liability in connection with claims for personal injury or death and property damage incurred on or about the Club Property and the Parking Lot in commercially reasonable amounts (but not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate for personal injuries, including bodily injury or death, blanket broad form contractual liability, libel, slander, wrongful eviction, false arrest, products, completed operations, and broad form property damage liability to any number of Persons arising out of any one occurrence) in accordance with the requirements of this Section 9.3, (b) commercial automobile liability insurance written on an occurrence form covering owned, leased, hired or non-owned vehicles used or brought onto the Club Property or the Parking Lot, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage liability, (c) Workers' Compensation with at least statutory limits, and (d) umbrella or excess liability insurance written on an occurrence form in an amount not less than \$5,000,000 each occurrence and \$5,000,000 aggregate. Shopping Owner shall be shown as an additional insured on Club Owner's commercial general liability insurance for personal injury or death and property damage incurred on or about the portion of the Parking Lot located on the Shopping Center Property.

9.3.3 Property Insurance. Each Party covenants with the other Party that it shall carry property insurance which includes an ISO "Special Form" perils endorsement or equivalent coverage, covering loss or damage from, but not limited to, fire, lightning, windstorm, hail, explosion, riot or strike, civil commotion, aircraft, vehicles, smoke, vandalism, malicious mischief, sprinkler damages, collapse, and water damage, with extended coverage for flood and earth movement, subject to the definitions and provisions contained in said policy, in an amount equal to one hundred (100%) percent of the replacement cost (exclusive of the cost of excavation, foundations and footings) of the improvements on its Parcels, insuring against loss or damage from causes or events customarily included in an ISO Special Form perils policy.

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9.3.4 **Insurance Requirements.** All policies of insurance required under this Section 9.3 shall be issued by financially responsible insurance companies qualified to do business in the State of Illinois. Certificates of such policies shall be delivered by the Party required to carry such insurance to the other Party promptly after request. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained in a like manner and to like extent. All public liability and other casualty policies shall be written as primary policies, not contributing with or secondary to other coverage, with the cost of defense not included in the policy limits, with a per location endorsement, and with no liquor law exclusion.

ARTICLE X DEFAULT AND REMEDIES

10.1 **Notice and Cure.** A default shall occur under this Agreement if any Party (a **"Defaulting Party"**) shall fail to perform any of the terms, provisions, covenants or conditions to be performed or complied with by the Defaulting Party pursuant to this Agreement and any such failure shall remain uncured for a period of thirty (30) days after another Party (the **"Non-Defaulting Party"**) shall have served upon the Defaulting Party written notice of such failure; provided that no default shall occur if: (a) the default is of such character as to reasonably require more than thirty (30) days to cure and the Defaulting Party shall commence to cure such default within said thirty (30) day period and shall continuously and diligently cure such default after commencing such cure, or (b) a separate notice and remedy provision is specifically provided elsewhere in this Agreement for such default and the Defaulting Party complies with and cures under said provision. Notwithstanding the foregoing, if the failure of the Defaulting Party relates to a matter which is of an emergency nature involving immediate threat of damage or injury to persons or property, or would have a material effect on a Non-Defaulting Party's operation of its business on its Parcel, then (i) the applicable Non-Defaulting Party, at its option, may perform any such term, provision, covenant, or condition, or make any such payment required to cure such emergency provided that such Non-Defaulting Party provides the Defaulting Party with notice of such failure within 48 hours after such Non-Defaulting Party discovers the same, (ii) the Defaulting Party shall promptly reimburse such Non-Defaulting Party for all such expenses and costs reasonably incurred, and (iii) such Non-Defaulting Party shall not be liable or responsible for any loss or damage resulting to the Defaulting Party on account of such cure, except to the extent of such Non-Defaulting Party's intentional misconduct or gross negligence.

10.2 **Default Interest.** Interest shall accrue on sums owed by a Defaulting Party to a Non-Defaulting Party and shall be payable from the date any such sum first became due hereunder until paid in full, at a rate of interest (the **"Default Rate"**) equal to the lesser of: (a) the floating rate which is equal to five percent (5%) per annum in excess of the annual rate of interest from time to time announced by the largest federally insured bank in Chicago, Illinois, as its corporate base rate or so called prime rate of interest, or (b) the then maximum lawful rate of interest in Illinois applicable to the capacity of the Defaulting Party and the nature of the debt. In the event a corporate base rate is not announced, and no maximum lawful rate applies, then the Default Rate shall equal the lesser of (i) eighteen percent (18%) per annum, or (ii) the then maximum lawful rate of interest in Illinois applicable to the capacity of the Defaulting Party and the nature of the debt.

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ARTICLE XI HAZARDOUS MATERIALS

11.1 **Hazardous Materials.** From the date of this Agreement, each Party agrees as to its respective Parcel, and other improvements thereon, with respect to hazardous and toxic materials as follows:

11.1.1 **Use.** Each Party shall at all times comply with all state, federal and local laws, rules, regulations, ordinances and statutes governing the use and disposal of hazardous or toxic materials. If any Party's Parcel is contaminated by any hazardous or toxic materials during the term of this Agreement, then such Party shall (i) promptly notify the other Party or Parties in writing of such contamination, and (ii) proceed in a commercially reasonable manner to take steps to (a) avoid further damage from, or spreading of, such hazardous and toxic material contamination, and (b) remediate such contamination to the extent required by applicable law (it being acknowledged that commercially reasonable steps to remediate may involve pursuing the responsible party before clean-up is commenced under certain circumstances).

11.1.2 **Indemnity.** Each Party agrees to indemnify, defend and hold the other Party and its beneficiaries, tenants, lenders, officers, members, managers, employees, and agents harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, reasonable attorneys' fees), resulting from, arising out of, related to, or based upon the violation by the indemnifying party, after the date of this Agreement, of any applicable statute, ordinance, order, rule, regulation, permit, judgment or license relating to the use, generation, release, discharge, storage, disposal or transportation of such Hazardous Materials on, under, in or about, to or from, the indemnifying Party's Parcel.

ARTICLE XII MISCELLANEOUS

12.1 **Notices.** All notices, approvals, consents, or requests given or made pursuant to this Agreement shall be in writing and either (i) sent by a nationally recognized overnight courier, (ii) personally delivered, or (iii) sent by registered or certified mail with the postage prepaid. Notices sent by a nationally recognized overnight courier or personally delivered shall be deemed delivered on the date of delivery. Notices certified or registered mail shall be deemed delivered three (3) business days after deposit with the U.S. Mail, as applicable. Notices shall be sent to such addresses as the Parties may have initially advised each other, as the same may be changed from time to time by any Party by serving notice as herein provided. Notwithstanding anything to the contrary herein, a Party may give another Party notice of the need for emergency repairs via facsimile or email with confirmation of receipt and deposit of the original notice sent via another method permitted under this Section 12.1. The Parties hereto agree that if, at the time of the sending of any notice required or permitted to be given hereunder, the interests of any Party hereto in a Parcel shall be encumbered by a first mortgage and the other Party hereto has been notified in writing thereof and of the name and address of the mortgagee, a copy of said notice shall also be sent to such mortgagee via a method permitted under this Section 12.1 at the address so given.

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12.2 **Binding Effect.** All of the limitations, covenants, conditions, easements, and restrictions contained herein shall attach to, run with and benefit the Parcels and shall benefit and be binding upon the successors and assigns of the respective Parties. This Agreement and all the terms, covenants and conditions herein contained shall be enforceable as equitable servitudes in favor of said Parcels and any portion thereof.

12.3 **Injunctive and Declaratory Relief.** In the event of any violation or threatened violation by any Permittee of any Parcel (or any portion thereof) of any of the terms, covenants, conditions, and restrictions herein contained, in addition to any other remedies provided for in this Agreement, the Parties hereto shall have the right to enjoin such violation or threatened violation and to bring an action for declaratory relief in a court of competent jurisdiction.

12.4 **Breach Effect on Mortgagee and Right to Cure.** Any mortgage affecting any portion of any Parcel shall at all times be subject and subordinate to the terms of this Agreement, and any mortgagee that acquires title to a Parcel by foreclosure or conveyance in lieu thereof shall acquire title to such Parcel subject to all of the terms of this Agreement. Breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render invalid the lien of any mortgage made in good faith, but all of the foregoing provisions, restrictions, and covenants shall be binding and effective against any owner of a Parcel, or any part thereof, who acquires title by foreclosure or trustee's sale or by deed in lieu of foreclosure or trustee's sale; provided, however, that any such owner who acquires title by foreclosure or trustee's sale or by deed in lieu of foreclosure shall only be responsible for those obligations which accrue from and after the date such title is acquired.

12.5 **No Partnership.** Neither this Agreement nor any acts of the Parties hereto shall be deemed or construed by the Parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the Parties to this Agreement.

12.6 **Modification.** No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by all of the Parties hereto.

12.7 **Severability.** In the event any term, covenant, condition, provision, or agreement contained herein is held to be invalid, void, or otherwise unenforceable, by any court of competent jurisdiction, such holding shall in no way affect the validity of enforceability of any other term, covenant, condition, provision, or agreement contained herein,

12.8 **Governing Law.** This Agreement and the obligations of the Parties hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Illinois.

12.9 **Terminology.** All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural and vice versa.

12.10 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one agreement.

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12.11 **Captions.** Article and section titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this agreement or any provisions hereof.

12.12 **Consent.** In any instance in which any Party to this Agreement shall be requested to consent to or approve of any matter with respect to which such Party's consent or approval is required by any of the provisions of this Agreement, such consent or approval or disapproval shall be given in writing, and shall not be unreasonably withheld or delayed, unless the provisions of this Agreement with respect to a particular consent or approval shall expressly provide otherwise.

12.13 **Estoppel Certificate.** Each Party hereby severally covenants that within thirty (30) days following written request of any other Party, it will issue to such other Party, or to any mortgagee, or any other Person specified by such requesting Party, an estoppel certificate stating: (i) whether the Party or signatory to whom the request has been directed has actual knowledge of any default under this Agreement, and if there are known defaults, specifying the nature thereof; (ii) whether to its knowledge this Agreement has been modified or amended in any way (or if it has, then stating the nature thereof); and (iii) that to the Party's or signatory's actual knowledge this Agreement as of that date is in full force and effect. Such statements shall not subject the Party furnishing it to any liability, notwithstanding the negligent or otherwise inadvertent failure of such Party to disclose correct and/or relevant information. However, the Party furnishing the certificate shall not be entitled to assert or enforce any claim against the Person to whom it is issued (or against such Person's property) which is contrary to the statements contained in the certificate if such Person acted in reasonable reliance upon such statement, except to the extent that the Person against whom the claim would be asserted had actual knowledge of facts to the contrary. Any Party who is requested to give an estoppel certificate under this Section may require, as a condition of its obligation to give the estoppel certificate, that the Party on whose behalf the original request was made give a similar estoppel certificate to the Party requested to give an estoppel certificate.

12.14 **Not a Public Dedication; No Third Party Beneficiaries.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of any Parcel to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed. No rights or privileges of any Party under this Agreement shall inure to the benefit of any other third party, nor shall any third party be deemed to be a third party beneficiary of any of the provisions contained in this Agreement.

12.15 **Time of Essence.** Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Agreement.

12.16 **Entire Agreement.** This Agreement and the exhibits hereto contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements (including without limitation that certain Declaration of Covenants, Conditions and Restrictions dated as of October 31, 1994, by and between the Parties, recorded on October 24, 1994 as Document No. 94908045) are superseded in total by this Agreement and Exhibits hereto. The provisions of this Agreement

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shall be construed as a whole according to their common meaning and not strictly for or against any Party.

12.17 Excuse for Non-Performance. Each Party shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sums of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by any of the following (“**Force Majeure**”): act of God, fire, earthquake, floods, explosion, actions of the elements, war, invasion, insurrection, riot, mob violence, sabotage; inability to procure or general shortage of labor, equipment, facilities, materials or supplied in the ordinary course on the open market; failure of normal transportation; strikes, lockouts, action of labor unions; condemnation, requisition; laws or orders of governmental or civil or military authorities; breach or default of the other Party of any of its obligations hereunder; failure to obtain necessary governmental approvals or permits despite the exercise of due diligence and good faith efforts by a Party; or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of such Party, other than the lack of or inability to obtain funds or causes which were reasonably foreseeable.

12.18 Waiver of Default. No waiver of any default by any Party to this Agreement shall be implied from any omission by any other Party to take any action in respect of such default if such default continues or is repeated. No express written waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more written waivers of any default in the performance of any term, provision or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement. The consent or approval by any Party to or of any act or request by any other Party requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests. The rights and remedies given to any Party by this Agreement shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or if any other right or remedy at law or in equity which any such Party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by any such Party shall not impair such Party’s standing to exercise any other right or remedy. Notwithstanding anything set forth in this Agreement to the contrary, each Party hereby waives any consequential, punitive or special damages.

12.19 Exhibits. The following exhibits are attached to this Agreement and hereby incorporated herein:

- Exhibit “A-1” - Legal Description of Shopping Center Property
- Exhibit “A-2” - Legal Description of Shopping Center Property
- Exhibit “B” - Parking Lot
- Exhibit “C” - Prohibited Uses

12.20 Exculpation. It is expressly understood and agreed that except as provided in Section 8.2.4 and notwithstanding anything in this Agreement to the contrary, and notwithstanding any applicable law to the contrary, the liability of each Party (the “**First Party**”)

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hereunder (including any successor hereunder) and any recourse by the other Parties to the First Party shall be limited solely and exclusively to the interest of the First Party in and to its Parcel, and neither the First Party, nor any of its constituent partners, subpartners, members, managing members or agents, shall have any personal liability therefor, and each other Party, on behalf of itself and all persons claiming by, through or under such other Party, hereby expressly waives and releases the First Party and such officers, directors, partners, subpartners, members, managing members or agents from any and all personal liability.

12.21 **Trustee Exculpation.** This Lease is executed by Chicago Title Land Trust Company, not individually, but solely as successor Trustee under (a) Trust Agreement dated March 24, 1993 and known as Trust No. 116762-02, and (b) Trust Agreement dated December 10, 1969 and known as Trust No. 40233, in the exercise of the power and authority conferred upon and vested in it as such successor Trustee. No personal liability shall be asserted or enforceable against Chicago Title Land Trust Company personally and any Party shall look solely to the assets of the aforesaid Trusts for the enforcement of the agreements and covenants herein contained.

[Signature Page Follows]

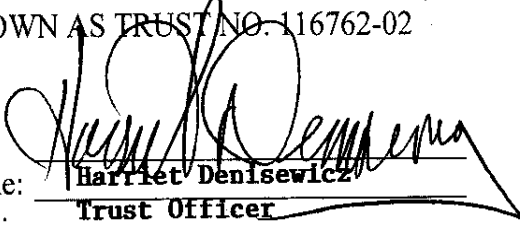
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IN WITNESS WHEREOF, Shopping Center Owner and Club Owner have caused this Agreement to be executed the day and date first above written.

SHOPPING CENTER OWNER:



LAND
CHICAGO TITLE ~~AND~~ TRUST COMPANY,
NOT PERSONALLY BUT SOLELY AS
SUCCESSOR TRUSTEE UNDER TRUST
AGREEMENT DATED MARCH 24, 1993 AND
KNOWN AS TRUST NO. 116762-02

By: 
Name: Harriet Denisevicz
Title: Trust Officer

CLUB OWNER:




LAND
CHICAGO TITLE ~~AND~~ TRUST COMPANY,
NOT PERSONALLY BUT SOLELY AS
SUCCESSOR TRUSTEE UNDER TRUST
AGREEMENT DATED DECEMBER 10, 1969
AND KNOWN AS TRUST NO. 40233

By: 
Name: Harriet Denisevicz
Title: Trust Officer

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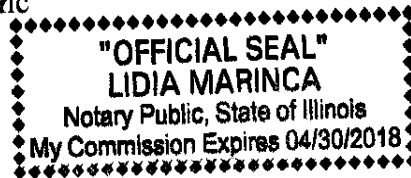
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Now on this 12 day of May, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Harriet Denisevicz **Trust Officer** of CHICAGO TITLE ~~AND~~ TRUST COMPANY, NOT PERSONALLY BUT SOLELY AS SUCCESSOR TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 24, 1993 AND KNOWN AS TRUST NO. 116762-02, who is personally known to me to be the same person who executed in such capacity the within instrument on behalf of said land trust, and who duly acknowledged the execution of the same to be the act and deed of said land trust.



Notary Public

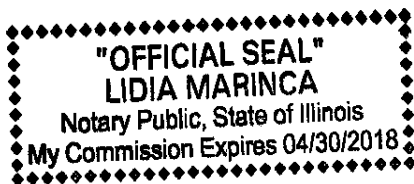
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



Now on this 12 day of May, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Harriet Denisevicz **Trust Officer** of CHICAGO TITLE ~~AND~~ TRUST COMPANY, NOT PERSONALLY BUT SOLELY AS SUCCESSOR TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 10, 1969 AND KNOWN AS TRUST NO. 40233, who is personally known to me to be the same person who executed in such capacity the within instrument on behalf of said land trust, and who duly acknowledged the execution of the same to be the act and deed of said land trust.



Notary Public



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MORTGAGEE CONSENT

The undersigned holder of that certain Mortgage and Security Agreement with Assignment of Rents dated June 28, 1994 and recorded on June 30, 1994 as document no. 94574911 in the Recorder's Office of Cook County, Illinois, as modified and extended, which encumbers the Club Property, hereby consents to the foregoing Reciprocal Easement Agreement.

HARRIS BANK HINSDALE

By: [Signature]
Name: DAVID DEWITT
Title: DIRECTOR

STATE OF Illinois)
) ss.
COUNTY OF Cook)

Now on this 4 day of MAY, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came DAVID DEWITT, _____ of Harris Bank Hinsdale, who is personally known to me to be the same person who executed in such capacity the within instrument on behalf of said bank, and who duly acknowledged the execution of the same to be the act and deed of said bank.

[Signature]
Notary Public



VICKY M. HITZ

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EXHIBIT "A-1"

LEGAL DESCRIPTION OF SHOPPING CENTER PROPERTY

Street Address: 2478-2484, 2490, 2500, 2516 and 2520 North Elston Avenue, Chicago, Illinois

PINs: 14-30-319-035, -036, -037 and -038

TRACT 1:

THAT PART OF LOT 1 IN THE RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE (66.00 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF NORTH LEAVITT STREET (66.00 FEET WIDE), SAID SOUTHEASTERLY LINE BEING ALSO THE NORTHWESTERLY LINE OF SAID LOTS 1 AND 2; THENCE SOUTH 41 DEGREES 25 MINUTES 17 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE, 175.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 47 DEGREES 42 MINUTES 28 SECONDS EAST, 234.76 FEET; THENCE SOUTH 42 DEGREES 22 MINUTES 13 SECONDS WEST, 165.50 FEET; THENCE NORTH 47 DEGREES 41 MINUTES 50 SECONDS WEST, 232.02 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF NORTH LEAVITT STREET; THENCE NORTH 41 DEGREES 25 MINUTES 17 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE, 165.47 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 2:

THAT PART OF LOTS 1 AND 2 IN THE RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE (66.00 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF NORTH LEAVITT STREET (66.00 FEET WIDE), SAID SOUTHEASTERLY LINE BEING ALSO THE NORTHWESTERLY LINE OF SAID LOTS 1 AND 2; THENCE SOUTH 41 DEGREES 25 MINUTES 17 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE, 341.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 41 DEGREES 25 MINUTES 17 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE, 59.99 FEET; THENCE SOUTH 47 DEGREES 46 MINUTES 41 SECONDS EAST, 220.97 FEET; THENCE NORTH 42 DEGREES 23 MINUTES 42 SECONDS EAST, 59.67 FEET; THENCE NORTH 47 DEGREES 41 MINUTES 50 SECONDS WEST, 221.99 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 3:

THAT PART OF LOTS 1, 5, AND 6 IN THE RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE (66.00

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FEET WIDE) WITH THE SOUTHEASTERLY LINE OF NORTH LEAVITT STREET (66.00 FEET WIDE), SAID SOUTHEASTERLY LINE BEING ALSO THE NORTHWESTERLY LINE OF SAID LOTS 1 AND 2; THENCE SOUTH 41 DEGREES 25 MINUTES 17 SECONDS WEST, 175.99 FEET; THENCE SOUTH 47 DEGREES 42 MINUTES 28 SECONDS EAST, 234.76 FEET; THENCE SOUTH 42 DEGREES 22 MINUTES 13 SECONDS WEST, 7.87 FEET; THENCE SOUTH 47 DEGREES 29 MINUTES 04 SECONDS EAST, 124.65 FEET; THENCE NORTH 42 DEGREES 35 MINUTES 12 SECONDS EAST, 4.33 FEET; THENCE SOUTH 47 DEGREES 24 MINUTES 48 SECONDS EAST, 65.29 FEET; THENCE NORTH 42 DEGREES 35 MINUTES 13 SECONDS EAST, 30.68 FEET; THENCE SOUTH 47 DEGREES 39 MINUTES 55 SECONDS EAST, 20.88 FEET; THENCE NORTH 42 DEGREES 13 MINUTES 19 SECONDS EAST, 149.65 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF NORTH ELSTON STREET; THENCE NORTH 47 DEGREES 42 MINUTES 16 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE, 448.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 4:

THAT PART OF LOTS 5 AND 6 IN THE RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE (66.00 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF NORTH LEAVITT STREET (66.00 FEET WIDE), SAID SOUTHEASTERLY LINE BEING ALSO THE NORTHWESTERLY LINE OF SAID LOTS 1 AND 2; THENCE SOUTH 41 DEGREES 25 MINUTES 17 SECONDS WEST, 175.99 FEET; THENCE SOUTH 47 DEGREES 42 MINUTES 28 SECONDS EAST, 234.76 FEET; THENCE SOUTH 42 DEGREES 22 MINUTES 13 SECONDS WEST, 7.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 47 DEGREES 29 MINUTES 04 SECONDS EAST, 124.65 FEET; THENCE SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 30.16 FEET; THENCE NORTH 47 DEGREES 24 MINUTES 48 SECONDS WEST, 12.67 FEET; THENCE SOUTH 42 DEGREES 35 MINUTES 07 SECONDS WEST, 10.35 FEET; THENCE NORTH 47 DEGREES 38 MINUTES 06 SECONDS WEST, 2.46 FEET; THENCE SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 2.03 FEET; THENCE NORTH 47 DEGREES 37 MINUTES 45 SECONDS WEST, 1.18 FEET; THENCE SOUTH 42 DEGREES 13 MINUTES 35 SECONDS WEST, 173.30 FEET; THENCE NORTH 47 DEGREES 46 MINUTES 41 SECONDS WEST, 118.67 FEET; THENCE NORTH 42 DEGREES 23 MINUTES 42 SECONDS EAST, 59.67 FEET; THENCE SOUTH 47 DEGREES 41 MINUTES 50 SECONDS EAST, 10.03 FEET; THENCE NORTH 42 DEGREES 22 MINUTES 13 SECONDS EAST, 157.63 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 5-A:

THAT PART OF LOTS 5 AND 6 IN THE RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE (66.00 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF NORTH LEAVITT STREET (66.00 FEET WIDE), SAID SOUTHEASTERLY LINE BEING ALSO THE NORTHWESTERLY LINE OF SAID LOTS 1 AND 2; THENCE SOUTH 41 DEGREES 25 MINUTES 17 SECONDS WEST, 175.99 FEET; THENCE SOUTH 47 DEGREES 42 MINUTES 28 SECONDS EAST, 234.76 FEET; THENCE SOUTH 42 DEGREES 22 MINUTES 13 SECONDS WEST, 7.87 FEET; THENCE SOUTH 47 DEGREES 29 MINUTES 04 SECONDS EAST, 124.65 FEET; THENCE SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 6.14 FEET TO THE POINT OF BEGINNING, HEREINAFTER REFERRED TO AS POINT "A", DEFINING A HORIZONTAL AND VERTICAL AREA THAT HAS NO LOWER VERTICAL LIMIT AND A VARIABLE CEILING ELEVATION HEIGHT WHICH BOUNDS THE UPPER VERTICAL EXTENTS AND IS REFERENCED ALONG THE FOLLOWING DESCRIBED LINES (STARTING AT THE POINT OF BEGINNING

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HAVING AN ELEVATION OF 28.76, BASED ON CITY OF CHICAGO DATUM); THENCE CONTINUING SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 0.45 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.76; THENCE CONTINUING SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 9.25 FEET FOLLOWING A DECLINING PLANE TO AN ELEVATION OF 27.60; THENCE CONTINUING SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 14.00 FEET FOLLOWING AN INCLINING PLANE TO AN ELEVATION OF 28.18; THENCE CONTINUING SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 0.32 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE NORTH 47 DEGREES 24 MINUTES 48 SECONDS WEST, 12.67 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE SOUTH 42 DEGREES 35 MINUTES 07 SECONDS WEST, 10.35 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE NORTH 47 DEGREES 38 MINUTES 06 SECONDS WEST, 2.46 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 2.93 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE NORTH 47 DEGREES 37 MINUTES 45 SECONDS WEST, 1.18 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE SOUTH 42 DEGREES 13 MINUTES 35 SECONDS WEST, 30.73 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE CONTINUING SOUTH 42 DEGREES 13 MINUTES 35 SECONDS WEST, 22.17 FEET FOLLOWING A DECLINING PLANE TO AN ELEVATION OF 26.85; THENCE CONTINUING SOUTH 42 DEGREES 13 MINUTES 35 SECONDS WEST, 22.42 FEET FOLLOWING A DECLINING PLANE TO AN ELEVATION OF 25.52; THENCE SOUTH 47 DEGREES 24 MINUTES 48 SECONDS EAST, 90.07 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 25.52; THENCE NORTH 42 DEGREES 50 MINUTES 52 SECONDS EAST, 22.43 FEET FOLLOWING AN INCLINING PLANE TO AN ELEVATION OF 26.85; THENCE CONTINUING NORTH 42 DEGREES 50 MINUTES 52 SECONDS EAST, 22.17 FEET FOLLOWING AN INCLINING PLANE TO AN ELEVATION OF 28.18; THENCE CONTINUING NORTH 42 DEGREES 50 MINUTES 52 SECONDS EAST, 44.33 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE CONTINUING NORTH 42 DEGREES 50 MINUTES 52 SECONDS EAST, 6.03 FEET FOLLOWING A DECLINING PLANE TO AN ELEVATION OF 27.93; THENCE NORTH 47 DEGREES 24 MINUTES 48 SECONDS WEST, 9.38 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 27.93; THENCE NORTH 42 DEGREES 35 MINUTES 13 SECONDS EAST, 7.98 FEET FOLLOWING A DECLINING PLANE TO AN ELEVATION OF 27.60; THENCE CONTINUING NORTH 42 DEGREES 35 MINUTES 13 SECONDS EAST, 9.18 FEET FOLLOWING AN INCLINING PLANE TO AN ELEVATION OF 28.76; THENCE CONTINUING NORTH 42 DEGREES 35 MINUTES 13 SECONDS EAST, 8.72 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.76; THENCE NORTH 47 DEGREES 27 MINUTES 58 SECONDS WEST, 17.40 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.76; THENCE SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 8.19 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.76; THENCE NORTH 47 DEGREES 24 MINUTES 48 SECONDS WEST, 47.90 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.76 TO THE POINT OF BEGINNING;

TOGETHER WITH

THAT PART OF LOTS 5 AND 6 IN THE RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT SAID POINT "A", SAID POINT ALSO DEFINING A PORTION OF SAID HORIZONTAL AND VERTICAL AREA THAT HAS NO LOWER VERTICAL LIMIT AND A HORIZONTAL PLANE WHICH BOUNDS THE UPPER VERTICAL EXTENTS, HAVING AN ELEVATION OF 28.76 (BASED ON CITY OF CHICAGO DATUM) AND IS REFERENCED ALONG THE FOLLOWING DESCRIBED LINES (STARTING AT SAID POINT "A"); THENCE NORTH 42 DEGREES 35 MINUTES 12 SECONDS EAST, 10.46 FEET; THENCE SOUTH 47 DEGREES 24 MINUTES 48 SECONDS EAST, 65.29 FEET; THENCE SOUTH 42 DEGREES 35 MINUTES 13 SECONDS WEST, 2.26 FEET; THENCE NORTH 47 DEGREES 27 MINUTES 58 SECONDS WEST, 17.40; THENCE SOUTH 42 DEGREES 35 MINUTES

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12 SECONDS WEST, 8.19 FEET; THENCE NORTH 47 DEGREES 24 MINUTES 48 SECONDS WEST, 47.90 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

NOTE: ALL DIMENSIONS ARE MEASURED ALONG THE HORIZONTAL PLANES OF THE FLOOR AND GROUND SURFACES DESCRIBED HEREIN.

SITE BENCHMARK: (CITY OF CHICAGO DATUM) FINISH FLOOR OF TENNIS CLUB BUILDING AT 2020 W. FULLERTON AVENUE. ELEVATION = 13.30.

Property of Cook County Clerk's Office

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EXHIBIT "A-2"

LEGAL DESCRIPTION OF CLUB PROPERTY

Street Address: 2444, 2470 and 2478-2484 North Elston Avenue, Chicago, Illinois

PINs: 14-30-319-015, -016, -030, -032, -034 and -035

TRACT 5-B:

PROFESSIONAL SURVEYOR'S OFFICE

THAT PART OF LOTS 5 AND 6 IN THE RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE (66.00 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF NORTH LEAVITT STREET (66.00 FEET WIDE), SAID SOUTHEASTERLY LINE BEING ALSO THE NORTHWESTERLY LINE OF SAID LOTS 1 AND 2; THENCE SOUTH 41 DEGREES 25 MINUTES 17 SECONDS WEST, 175.99 FEET; THENCE SOUTH 47 DEGREES 42 MINUTES 28 SECONDS EAST, 234.76 FEET; THENCE SOUTH 42 DEGREES 22 MINUTES 13 SECONDS WEST, 7.87 FEET; THENCE SOUTH 47 DEGREES 29 MINUTES 04 SECONDS EAST, 124.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 30.16 FEET; THENCE NORTH 47 DEGREES 24 MINUTES 48 SECONDS WEST, 12.67 FEET; THENCE SOUTH 42 DEGREES 35 MINUTES 07 SECONDS WEST, 10.35 FEET; THENCE NORTH 47 DEGREES 38 MINUTES 06 SECONDS WEST, 2.46 FEET; THENCE SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 2.93 FEET; THENCE NORTH 47 DEGREES 37 MINUTES 45 SECONDS WEST, 1.18 FEET; THENCE SOUTH 42 DEGREES 13 MINUTES 35 SECONDS WEST, 75.32 FEET; THENCE SOUTH 47 DEGREES 24 MINUTES 48 SECONDS EAST, 90.07 FEET; THENCE NORTH 42 DEGREES 50 MINUTES 52 SECONDS EAST, 94.97 FEET; THENCE NORTH 47 DEGREES 24 MINUTES 48 SECONDS WEST, 9.38 FEET; THENCE NORTH 42 DEGREES 35 MINUTES 13 SECONDS EAST, 28.13 FEET; THENCE NORTH 47 DEGREES 24 MINUTES 48 SECONDS WEST, 65.29 FEET; THENCE SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 4.33 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS;

EXCEPTING THEREFROM

PROFESSIONAL SURVEYOR'S OFFICE

THAT PART OF LOTS 5 AND 6 IN THE RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE (66.00 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF NORTH LEAVITT STREET (66.00 FEET WIDE), SAID SOUTHEASTERLY LINE BEING ALSO THE NORTHWESTERLY LINE OF SAID LOTS 1 AND 2; THENCE SOUTH 41 DEGREES 25 MINUTES 17 SECONDS WEST, 175.99 FEET; THENCE SOUTH 47 DEGREES 42 MINUTES 28 SECONDS EAST, 234.76 FEET; THENCE SOUTH 42 DEGREES 22 MINUTES 13 SECONDS WEST, 7.87 FEET; THENCE SOUTH 47 DEGREES 29 MINUTES 04 SECONDS EAST, 124.65 FEET; THENCE SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 6.14 FEET TO THE POINT OF BEGINNING, HEREINAFTER REFERRED TO AS POINT "A", DEFINING A HORIZONTAL AND VERTICAL AREA THAT HAS NO LOWER VERTICAL LIMIT AND A VARIABLE CEILING ELEVATION HEIGHT WHICH BOUNDS THE UPPER VERTICAL EXTENTS AND IS REFERENCED ALONG THE FOLLOWING DESCRIBED LINES (STARTING AT THE POINT OF BEGINNING HAVING AN ELEVATION OF 28.76, BASED ON CITY OF CHICAGO DATUM); THENCE CONTINUING SOUTH

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42 DEGREES 35 MINUTES 12 SECONDS WEST, 0.45 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.76; THENCE CONTINUING SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 9.25 FEET FOLLOWING A DECLINING PLANE TO AN ELEVATION OF 27.60; THENCE CONTINUING SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 14.00 FEET FOLLOWING AN INCLINING PLANE TO AN ELEVATION OF 28.18; THENCE CONTINUING SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 0.32 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE NORTH 47 DEGREES 24 MINUTES 48 SECONDS WEST, 12.67 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE SOUTH 42 DEGREES 35 MINUTES 07 SECONDS WEST, 10.35 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE NORTH 47 DEGREES 38 MINUTES 06 SECONDS WEST, 2.46 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 2.93 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE NORTH 47 DEGREES 37 MINUTES 45 SECONDS WEST, 1.18 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE SOUTH 42 DEGREES 13 MINUTES 35 SECONDS WEST, 30.73 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE CONTINUING SOUTH 42 DEGREES 13 MINUTES 35 SECONDS WEST, 22.17 FEET FOLLOWING A DECLINING PLANE TO AN ELEVATION OF 26.85; THENCE CONTINUING SOUTH 42 DEGREES 13 MINUTES 35 SECONDS WEST, 22.42 FEET FOLLOWING A DECLINING PLANE TO AN ELEVATION OF 25.52; THENCE SOUTH 47 DEGREES 24 MINUTES 48 SECONDS EAST, 90.07 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 25.52; THENCE NORTH 42 DEGREES 50 MINUTES 52 SECONDS EAST, 22.43 FEET FOLLOWING AN INCLINING PLANE TO AN ELEVATION OF 26.85; THENCE CONTINUING NORTH 42 DEGREES 50 MINUTES 52 SECONDS EAST, 22.17 FEET FOLLOWING AN INCLINING PLANE TO AN ELEVATION OF 28.18; THENCE CONTINUING NORTH 42 DEGREES 50 MINUTES 52 SECONDS EAST, 44.33 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.18; THENCE CONTINUING NORTH 42 DEGREES 50 MINUTES 52 SECONDS EAST, 6.03 FEET FOLLOWING A DECLINING PLANE TO AN ELEVATION OF 27.93; THENCE NORTH 47 DEGREES 24 MINUTES 48 SECONDS WEST, 9.38 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 27.93; THENCE NORTH 42 DEGREES 35 MINUTES 13 SECONDS EAST, 7.98 FEET FOLLOWING A DECLINING PLANE TO AN ELEVATION OF 27.60; THENCE CONTINUING NORTH 42 DEGREES 35 MINUTES 13 SECONDS EAST, 9.18 FEET FOLLOWING AN INCLINING PLANE TO AN ELEVATION OF 28.76; THENCE CONTINUING NORTH 42 DEGREES 35 MINUTES 13 SECONDS EAST, 8.72 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.76; THENCE NORTH 47 DEGREES 27 MINUTES 58 SECONDS WEST, 17.40 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.76; THENCE SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 8.19 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.76; THENCE NORTH 47 DEGREES 24 MINUTES 48 SECONDS WEST, 47.90 FEET FOLLOWING A LEVEL LINE TO AN ELEVATION OF 28.76 TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM

THAT PART OF LOTS 5 AND 6 IN THE RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT SAID POINT "A", SAID POINT ALSO DEFINING A PORTION OF SAID HORIZONTAL AND VERTICAL AREA THAT HAS NO LOWER VERTICAL LIMIT AND A HORIZONTAL PLANE WHICH BOUNDS THE UPPER VERTICAL EXTENTS, HAVING AN ELEVATION OF 28.76 (BASED ON CITY OF CHICAGO DATUM) AND IS REFERENCED ALONG THE FOLLOWING DESCRIBED LINES (STARTING AT SAID POINT "A"); THENCE NORTH 42 DEGREES 35 MINUTES 12 SECONDS EAST, 10.46 FEET; THENCE SOUTH 47 DEGREES 24 MINUTES 48 SECONDS EAST, 65.29 FEET; THENCE SOUTH 42 DEGREES 35 MINUTES 13 SECONDS WEST, 2.26 FEET; THENCE NORTH 47 DEGREES 27 MINUTES 58 SECONDS WEST, 17.40; THENCE SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 8.19 FEET; THENCE NORTH 47 DEGREES 24 MINUTES 48 SECONDS WEST, 47.90 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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NOTE: ALL DIMENSIONS ARE MEASURED ALONG THE HORIZONTAL PLANES OF THE FLOOR AND GROUND SURFACES DESCRIBED HEREIN.

SITE BENCHMARK: (CITY OF CHICAGO DATUM) FINISH FLOOR OF TENNIS CLUB BUILDING AT 2020 W. FULLERTON AVENUE. ELEVATION = 13.30.

TRACT 6A:

THAT PART OF LOTS 2, 3, 5, 6 AND 7 IN THE RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE (66.00 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF NORTH LEAVITT STREET (66.00 FEET WIDE), SAID SOUTHEASTERLY LINE BEING ALSO THE NORTHWESTERLY LINE OF SAID LOTS 1 AND 2; THENCE SOUTH 41 DEGREES 25 MINUTES 17 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE, 401.45 FEET; THENCE SOUTH 47 DEGREES 46 MINUTES 41 SECONDS EAST, 339.64 FEET TO THE POINT OF BEGINNING; THENCE NORTH 42 DEGREES 13 MINUTES 35 SECONDS EAST, 97.98 FEET; THENCE SOUTH 47 DEGREES 24 MINUTES 48 SECONDS EAST, 90.07 FEET; THENCE NORTH 42 DEGREES 50 MINUTES 52 SECONDS EAST, 94.97 FEET; THENCE NORTH 17 DEGREES 24 MINUTES 48 SECONDS WEST, 9.38 FEET; THENCE NORTH 42 DEGREES 35 MINUTES 13 SECONDS EAST, 28.13 FEET; THENCE SOUTH 47 DEGREES 24 MINUTES 48 SECONDS EAST, 119.88 FEET; THENCE SOUTH 42 DEGREES 35 MINUTES 12 SECONDS WEST, 111.84 FEET; THENCE SOUTHWESTERLY ALONG A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 519.22 FEET, AN ARC LENGTH OF 33.20 FEET, A CHORD BEARING SOUTH 78 DEGREES 31 MINUTES 19 SECONDS WEST AND A CHORD DISTANCE OF 33.19 FEET; THENCE SOUTH 80 DEGREES 21 MINUTES 13 SECONDS WEST, 103.23 FEET; THENCE NORTH 47 DEGREES 46 MINUTES 41 SECONDS WEST, 117.68 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 6B:

THAT PART OF LOTS 3 AND 4 IN OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE (66.00 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF NORTH LEAVITT STREET (66.00 FEET WIDE), SAID SOUTHEASTERLY LINE BEING ALSO THE NORTHWESTERLY LINE OF LOTS 1 AND 2 IN THE RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS DIVISION OF LOT 12; THENCE SOUTH 41 DEGREES 25 MINUTES 17 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE, 401.45 FEET; THENCE SOUTH 47 DEGREES 46 MINUTES 41 SECONDS EAST, 457.32 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 09 DEGREES 38 MINUTES 46 SECONDS EAST, 31.00 FEET TO THE SOUTHERLY LINE OF SAID LOT 4; THENCE NORTH 80 DEGREES 21 MINUTES 13 SECONDS EAST ALONG SAID SOUTHERLY LINE, 95.03 FEET; THENCE NORTH 42 DEGREES 35 MINUTES 12 SECONDS EAST, 52.35 FEET TO THE NORTHERLY LINE OF SAID LOT 3; THENCE SOUTH 80 DEGREES 21 MINUTES 13 SECONDS WEST ALONG SAID NORTHERLY LINE, 103.23 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 7A:

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THAT PART OF LOTS 6, 7, AND 8 IN THE RESUBDIVISION OF LOTS 1 AND 2 OF OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE (66.00 FEET WIDE) WITH THE SOUTHEASTERLY LINE OF NORTH LEAVITT STREET (66.00 FEET WIDE); THENCE SOUTH 47 DEGREES 42 MINUTES 16 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, 448.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 47 DEGREES 42 MINUTES 16 SECONDS EAST ALONG SAID SOUTHWESTERLY LINE, 203.24 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 8; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE, SAID LINE BEING ALSO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 533.22 FEET, AN ARC LENGTH OF 127.12 FEET, A CHORD BEARING SOUTH 49 DEGREES 11 MINUTES 01 SECOND WEST AND A CHORD DISTANCE OF 126.81 FEET TO AN ANGLE POINT IN SAID SOUTHEASTERLY LINE; THENCE NORTH 33 DEGREES 59 MINUTES 13 SECONDS WEST, 14.00 FEET TO AN ANGLE POINT IN SAID SOUTHEASTERLY LINE; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF LOTS 8 AND 7, SAID LINE BEING ALSO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 519.22 FEET, AN ARC LENGTH OF 187.38 FEET, A CHORD BEARING SOUTH 66 DEGREES 21 MINUTES 06 SECONDS WEST AND A CHORD DISTANCE OF 186.36 FEET; THENCE NORTH 42 DEGREES 35 MINUTES 12 SECONDS EAST, 111.84 FEET; THENCE NORTH 47 DEGREES 24 MINUTES 48 SECONDS WEST, 119.88 FEET; THENCE NORTH 42 DEGREES 35 MINUTES 13 SECONDS EAST, 30.58 FEET; THENCE SOUTH 47 DEGREES 39 MINUTES 55 SECONDS EAST, 20.88 FEET; THENCE NORTH 42 DEGREES 13 MINUTES 19 SECONDS EAST, 149.65 FEET TO THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE AND POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 7B:

THAT PART OF LOTS 3, 4 AND 6 IN OWNERS DIVISION OF LOT 12 IN ASSESSOR'S SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF WEST FULLERTON AVENUE (80.00 FEET WIDE) WITH THE WESTERLY LINE OF SAID LOT 6; THENCE NORTH 01 DEGREE 24 MINUTES 48 SECONDS WEST ALONG SAID WESTERLY LINE, 201.33 FEET TO THE SOUTHERLY LINE OF SAID LOT 4; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE, SAID LINE BEING ALSO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 550.22 FEET, AN ARC LENGTH OF 91.89 FEET, A CHORD BEARING SOUTH 75 DEGREES 34 MINUTES 09 SECONDS WEST AND A CHORD DISTANCE OF 91.79 FEET; THENCE NORTH 42 DEGREES 35 MINUTES 12 SECONDS EAST, 52.35 FEET TO THE NORTHERLY LINE OF SAID LOT 3; THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE, SAID LINE BEING ALSO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 519.22 FEET, AN ARC LENGTH OF 187.38 FEET, A CHORD BEARING NORTH 66 DEGREES 21 MINUTES 06 SECONDS EAST AND A CHORD DISTANCE OF 186.36 FEET; THENCE SOUTH 33 DEGREES 59 MINUTES 13 SECONDS EAST, 14.00 FEET; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 533.22 FEET, AN ARC LENGTH OF 127.12 FEET, A CHORD BEARING NORTH 49 DEGREES 11 MINUTES 01 SECOND EAST AND A CHORD DISTANCE OF 126.81 FEET TO THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE; THENCE SOUTH 47 DEGREES 42 MINUTES 16 SECONDS EAST, 366.15 FEET TO THE WESTERLY LINE OF THE EASTERLY 73 FEET OF LOT 12 IN ASSESSOR'S SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE SOUTH 01 DEGREE 48 MINUTES 27 SECONDS EAST ALONG SAID WESTERLY LINE, 103.35 FEET TO THE NORTHERLY LINE OF WEST FULLERTON AVENUE; THENCE SOUTH 88 DEGREES 35 MINUTES 12 SECONDS WEST ALONG SAID NORTHERLY LINE, 482.24 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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TRACT 7C:

THAT PART OF LOT 12 IN ASSESSOR'S SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH AND WEST OF THE NORTH BRANCH OF THE CHICAGO RIVER, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF WEST FULLERTON AVENUE (80.00 FEET WIDE) WITH THE WESTERLY LINE OF THE EASTERLY 73 FEET OF SAID LOT 12; THENCE NORTH 88 DEGREES 35 MINUTES 12 SECONDS EAST ALONG SAID NORTHERLY LINE, 40.00 FEET TO THE WESTERLY LINE OF NORTH DAMEN AVENUE; THENCE NORTH 01 DEGREE 48 MINUTES 17 SECONDS WEST ALONG SAID WESTERLY LINE, 64.86 FEET TO THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE (66.00 FEET WIDE); THENCE NORTH 47 DEGREES 42 MINUTES 16 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE, 55.70 FEET TO THE WESTERLY LINE OF THE EASTERLY 73 FEET OF SAID LOT 12; THENCE SOUTH 01 DEGREE 48 MINUTES 27 SECONDS EAST ALONG SAID WESTERLY LINE, 103.35 TO THE NORTHERLY LINE OF WEST FULLERTON AVENUE AND POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

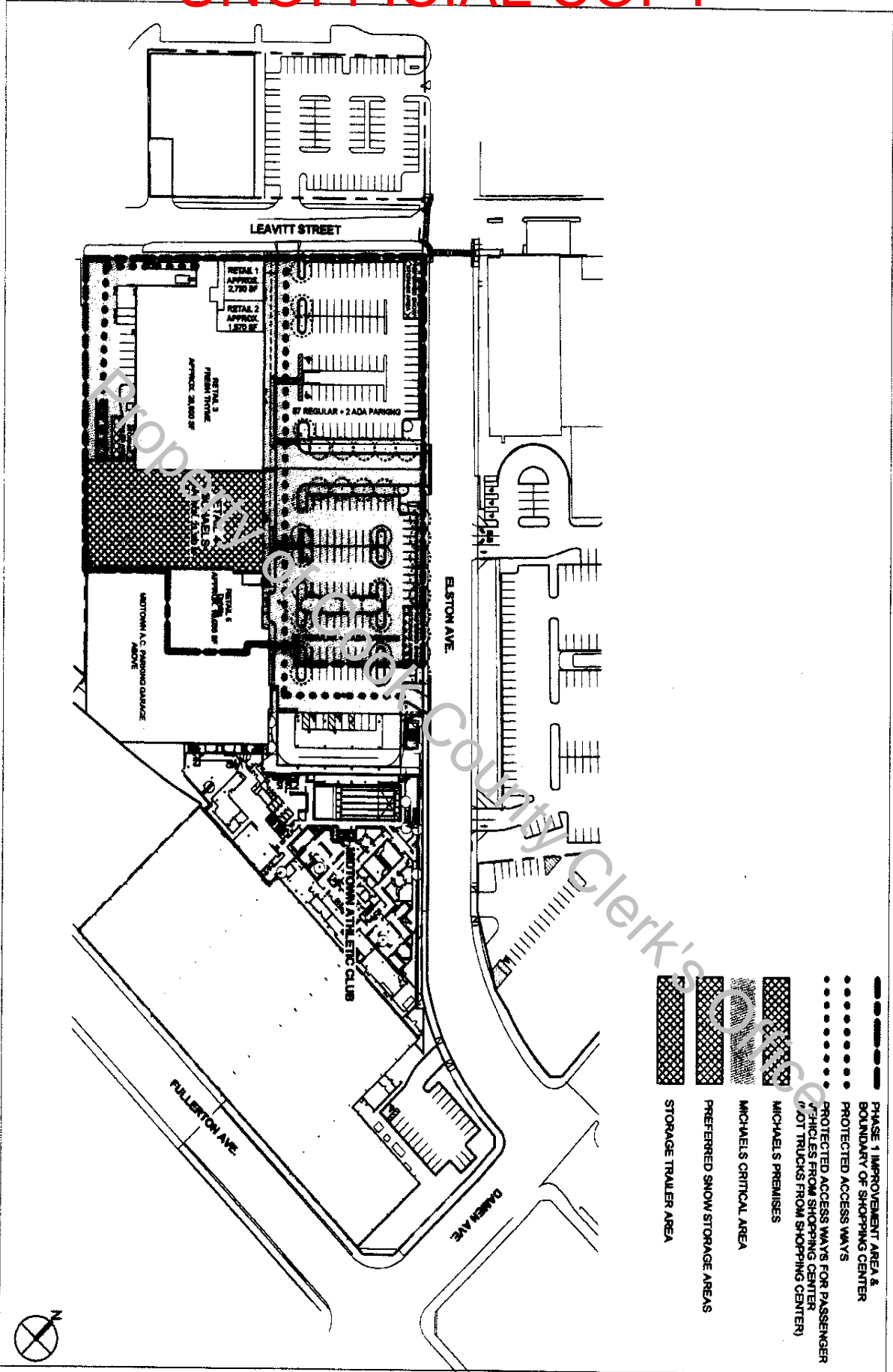
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EXHIBIT "B"

PARKING LOT

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- PHASE 1 IMPROVEMENT AREA & BOUNDARY OF SHOPPING CENTER
- PROTECTED ACCESS WAYS
- PROTECTED ACCESS WAYS FOR PASSENGER VEHICLES FROM SHOPPING CENTER (NOT TRUCKS FROM SHOPPING CENTER)
- MICHAEL'S PREMISES
- MICHAEL'S CRITICAL AREA
- PREFERRED SNOW STORAGE AREAS
- STORAGE TRAILER AREA

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 www.dmacarch.com

MIDTOWN ATHLETIC CLUB CHICAGO

DATE: 05.17.16
 PROJECT: RETAIL SITE PLAN
 SCALE: As indicated

RS-SK1
 RETAIL SITE PLAN

UNOFFICIAL COPY

EXHIBIT "C"

PROHIBITED USES

1. Massage parlor, adult bookstore (which will include a store that sells or offers sexually explicit videos, DVDs, audiotapes, films, devices, apparel and the like), "peep show" store, or topless or strip club; provided, however, that any national massage retailer similar to Massage Envy or Elements shall not be prohibited from operating in the Shopping Center
2. A so called "second hand" or surplus store, pawn shop, flea market, swap meet or junk yard
3. Car wash, automobile repair work, automotive service, automobile body shop or gas station
4. Any use which emits or results in unusual or offensive odors, fumes, dust or vapors, or emits objectionable noise or sound due to intermittence, beat frequency or loudness
5. Any public or private nuisance
6. A sports or other entertainment viewing facility (whether live, film, audio/visual or video), excluding Midtown Athletic Club and its successors, tenants or subtenants
7. A shooting gallery, bingo parlor or swimming pool
8. A funeral parlor
9. A recycling facility or stockyard
10. A recreation, exercise, sports or fitness facility, whether providing exercise, recreational, educational, entertainment or fitness activities or any combination of the foregoing, for so long as Midtown Athletic Club or its successors is being operated as an athletic club on the Club Property
11. A health spa or similar type of business, other than Midtown Athletic Club and its successors, tenants or subtenants
12. A church or other house of worship
13. Industrial, factory, manufacturing or warehouse (excluding warehousing incidental to the operation of permitted retail uses hereunder)
14. Hotel/motel or residential purposes
15. Outdoor circus, carnival or amusement park, or other entertainment facility
16. Refinery